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

AGENDA

- □ **CALL TO ORDER:**
- □ **ROLL CALL:**
- □ **HONORS/AWARDS/PRESENTATIONS:**
- □ **PUBLIC COMMENT ON AN AGENDA ITEM:**
- □ **CONSENT AGENDA:**

A. **Approval of Minutes** City Clerk

B. **Fireworks Display Permit for Muskegon Country Club** City Clerk

C. **Muskegon Park Place Provisionary** City Clerk

D. **Lakeshore Creative Services Agreement Extension** City Clerk

E. **2021 User Fee Update** Finance

F. **Social District Permit Recommendation** Economic Development

G. **Muskegon Public Schools Recreation Grant Agreement** CNS

H. **Municipal Senior Millage Funding** CNS

I. **Sale of 602 Ada Avenue** CNS

J. **Sale – 240 Monroe Avenue** City Manager

K. **Sale – 250 Monroe Avenue** City Manager

L. **Lot Sales Hudson/Dowd** Planning

M. **2021 Goal Adoption** Development Services

N. **Placer.ai Software Subscription** Economic Development

O. **Purchasing Policy** Development Services

P. **Liquid Sodium Hypochlorite** Public Works – Filtration

Q. Sodium Hypochlorite Feed System Public Works – Filtration

R. Highway Aggregates, Materials, and Concrete Public Works

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

T. Prein & Newhof Amendment Public Works

U. Pere Marquette Swing Bench Commission

V. Park Safety Surfacing Public Works

W. Traffic Control Order Traffic/Engineering

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

□ **PUBLIC HEARINGS:**

□ **UNFINISHED BUSINESS:**

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

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

□ **NEW BUSINESS:**

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

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

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

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

□ **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 13, 2021	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the March 23, 2021 Regular Meeting and the April 1, 2021 Special 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 MEETING

MARCH 23, 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, March 23, 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 John Schrier, and City Clerk Ann Meisch.

HONORS/AWARDS/PRESENTATIONS:

Placer.ai Presentation City Commissioners were provided information regarding Placer.ai software by Jim Walsh and Adam Peacock of Placer.ai. This product, a data analysis platform, can be used to help us answer some larger socioeconomic questions regarding our population and workforce and would allow departments to use anonymized GPS data from cell phones to determine critical information to better understand our local economy.

PUBLIC COMMENT ON AN AGENDA ITEM: Public comments were received.

2021-26 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the January 29, 2021 Goal Setting Meeting, March 8, 2021 Worksession, and March 9, 2021 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Fireworks City Clerk

SUMMARY OF REQUEST: Staff is recommending the city produce fireworks on July 3rd in downtown Muskegon. Rock Stock announced they are unable to have an event this year and there will be no fireworks. With safety precautions in place and the roll-out of the vaccine, we believe we can have a safe Fourth of July fireworks. We are recommending July 3rd because July 4th falls on a Sunday. The decision to have fireworks needs to be made quickly as some deadlines have passed and/or are quickly upon us. We would like to have a large display for the community to enjoy. We will be attempting to offset the costs with sponsorship and event revenue.

AMOUNT REQUESTED: $60,000 - Parks Department

STAFF RECOMMENDATION: To authorize staff to expend up to $60,000 for a fireworks show.

C. Request for Camping – Burning Foot City Clerk

SUMMARY OF REQUEST: The organizers of Burning Foot are requesting to allow camping at their event on August 28th and authorize staff to charge a fee equal to 10% of their camping revenue. Burning Foot typically offers camping at their event each year and has been authorized in the past to pay 10% of their camping revenue as a fee. Currently the policy indicates the Commission may choose to charge 10% of the camping revenue or $20 per campsite.

STAFF RECOMMENDATION: To authorize Burning Foot to provide camping at Pere Marquette Park on August 28, 2021 and pay a fee of 10% of their camping revenue as a fee to the City.

D. Muskegon Park Place Provisionary City Clerk – REMOVED PER APPLICANT REQUEST

E. Extension of Temporary Modification to MERS Benefit Provisions Finance

SUMMARY OF REQUEST: The City Finance department is requesting an extension of the Temporary Modification to the MERS Benefit Provisions for the Defined Benefit employees which was adopted on May 12, 2020. This provision would temporarily lower the number of hours an employee would have to work during the month to earn service credit to accommodate those employees taking part in the Work Share furloughs. Currently employees need to work 150 hours per month to receive service credit for their defined benefit pension. This modification would allow an employee to work 126 hours and still receive service credit for the month. The extension of the temporary provision would be in effect through 2021.

STAFF RECOMMENDATION: To approve the Extension of the Temporary Modifications to Benefit Provision as presented.

F. Credit Card Processor Change Treasurer

SUMMARY OF REQUEST: We received notice that our software provider, BS&A will no longer be compatible with Official Payments, the provider we are currently using for online utility and tax payments as of 7/6/2021. BS&A has two payment providers they will integrate with: Point and Pay or Invoice Cloud Solutions. We have chosen to partner with Point and Pay for our credit card services.

We have many customers that utilize the online payment system, particularly for utility bills. Since we were notified that BS&A would no longer work with Official Payments, our current credit card provider, we have looked into the two credit card processing options BS&A will partner with. A majority of the municipalities in Michigan have chosen to use Point and Pay based on feedback from municipalities that have utilized Invoice Cloud Solutions, it did not seem to be a good fit for us.

Point and Pay presents significant benefits over the old system. Their payment system is fully integrated with our software; when a customer makes a payment online or at the counter, their account is immediately updated. We will no longer need to import payments into our system the day after they are made online. Point and Pay offers additional online payment options, including e-checks at a lower cost than credit card transactions. There is no implementation fee or support costs charged to the city in order to accept payment through Point and Pay, and the processing fees charged to the city and residents are lower than our current processor.

STAFF RECOMMENDATION: To approve the treasurer to sign the agreement with Point and Pay to provide credit card processing services for the city.

G. Marina Parking Ordinance/Increase Launch Ramp Fines Public Safety

SUMMARY OF REQUEST: To amend the current Marina Parking ordinance 92-74(1)(a) to include parking restrictions and enforcements form marina parking. Adding (1)(a) no parking on grass/unimproved area in city parking launch ramp area and fines that go along with that addition.

STAFF RECOMMENDATION: Approval to amend Parking Ordinance 92-74(1)(a) and Chapter 58-3a for fines associated with this ordinance.

J. Parking Kiosk Purchase Planning

SUMMARY OF REQUEST: Staff recommends the purchase of three new parking kiosks at the beach along with another kiosk for the boat launch at Hartshorn Marina.

Staff is proposing to install two kiosks in the new parking addition and an additional kiosk south of the water filtration plant. The three beach kiosks would accept coins and credit cards. The boat launch kiosk would only accept credit cards. The total for the three beach kiosks after installation fees would be $23,793. The total for the boat launch kiosk after installation would be $6,545.

STAFF RECOMMENDATION: To direct staff to purchase three parking kiosks for the beach and one kiosk for the launch ramp.

Motion by Commissioner Johnson, second by Commissioner German, to approve the consent agenda as presented, minus item H, I, K, L, and M.

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

Nays: None

MOTION PASSES

2021-27 REMOVED FROM CONSENT AGENDA:

H. <u>MATS Micro-transit Funding</u> Development Services

SUMMARY OF REQUEST: Staff is seeking approval to assist the Muskegon Area Transit System in funding micro-transit services for our residents.

As part of the route study and comprehensive operational analysis conducted by Muskegon County, one key recommendation was to offer a new type of service often called micro-transit. This type of service uses smaller vehicles and new technologies for efficient same-day rides on demand. It is an accessible general public shared-ride transportation service supported and overseen by MATS and delivered through a qualified contractor. The service more effectively serves certain geographic areas and times of the day, offering a new option where fixed-route and GoBus services are reduced or eliminated.

Muskegon County conducted an RFP process to choose a micro transit vendor. The process took many months, and City manager Peterson participated in the recommendation committee. A vendor was selected based on rankings in six criteria described in the original RFP. Micro-transit is important to residents that do not live within reasonable walking distance to a fixed bus route. The program works similarly to ride share companies like Uber and Lyft. Residents can request transportation via a mobile application, a computer, or telephone. Local communities are expected to cover their prorated share of the total contract. Based on our population, Muskegon's share in year-one would be $6,009 per month through March 2022, then $5,889 through June 2022. Residents of the City of Muskegon are expected to utilize 49% of the service's capacity – accordingly, our payment represents 49% of the anticipated monthly costs.

AMOUNT REQUESTED: $71,748 Will be included with FY2021/22 Budget

FUND OR ACCOUT: 101-10875-5371

STAFF RECOMMENDATION: Approve the financial support for the MATS micro-transit starting in fiscal year 2021-22 with an estimated expenditure of $71,748.

Motion by Vice Mayor Hood, second by Commissioner Rinsema-Sybenga, to

approve the financial support for the MATS micro-transit starting in fiscal year 2021-22 with an estimated expenditure of $71,748.

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

Nays: Hood and German

MOTION PASSES

I. <u>Beach Street Expanded Parking</u> Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to approve the pricing on Bulletin #3 with Hallack Contracting to the existing Muskegon County/City of Muskegon contract for water main and street reconstruction on Beach Street between Wilcox and Simpson.

Bulletin #3 includes the updated project design and contract pricing related to our previous discussion on expanded parking at Pere Marquette Park.

The proposed design matches very closely with the previously reviewed iterations a few items of note are as follows:

- We were unable to save the existing trees. During final layout the trees were found located in a position relative to the parking that did not allow for them to be saved by simply gapping parking spaces. We further consulted with our staff horticulturist who advised that the trees were in a state of decline given the harsh environment which they have lived. Our staff horticulturist recommended replacement of the trees with a variety of plantings along the beach side of the board walk and within the small sand areas that serve as pedestrian crossings. If approved we intend to partner with Muskegon Conservation District and our staff horticulturist to develop a replanting strategy for the area that includes plantings along the boardwalk and within the pedestrian crossing islands. These are not included in the plans before you and are intended to be completed by staff in the fall of 2021 or spring of 2022 as nursery availability provides.
- We retained the angled parking along Beach Street. Staff has reviewed and believes that angle parking is the best option for this area. Parallel parking would have a lower capacity and is generally an equal or greater impediment to thru traffic. As an alternative and a short-term cost saving measure all of the angled parking along Beach Street could be removed from the project and have that area remain as a sand buffer between Beach Street and the Parking area. This would eliminate 68 parking spaces from the plans as drawn and reduce the construction cost pricing by and estimated $50,000. We could add the angled parking along Beach Street at a later date if there was sufficient demand.

Staff anticipates being able to utilize funding from the City of Muskegon ARP Act allocation in addition to beach parking revenue to be able to support this project.

If approved staff will need to present an amendment to the engineering services agreement with DLZ to cover the additional engineering and construction administration costs. This is estimated at approximately $35K and would be brought back for consideration at one of the April meetings, presuming this request is approved.

If approved staff would need to immediately begin procuring the necessary permits for this work to ensure the schedule could remain intact and allow for completion of this project prior to the 2021 Beach Season.

AMOUNT REQUESTED: $798,070.71 AMOUNT BUDGETED: $0

FUND OR ACCOUNT: 101-91917-5346 – Parks Capital Improvements – ARPA Funds will be used to offset the cost.

STAFF RECOMMENDATION: Authorize staff to approve Bulletin #3 with Hallack Contracting in the amount of $789,070.71 and proceed with the construction of the expanded parking lot at Pere Marquette Park.

Motion by Commissioner Emory, second by Commissioner Rinsema-Sybenga, to authorize staff to approve Bulletin #3 with Hallack Contacting in the amount of $798,070.71 and proceed with the construction of the expanded parking lot at Pere Marquette Park.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Ramsey to modify the motion to approve without the 3rd row of angled parking.

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

Nays: None

MOTION PASSES

ROLL VOTE ON UNDERLYING MOTION: Ayes: Ramsey, German, Rinsema-Sybenga, Gawron, and Hood

Nays: Emory and Johnson

MOTION PASSES

K. Amity Avenue Bridge Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to apply for State of Michigan FY2024 local bridge funds for a project to remove the Amity Avenue Bridge and rebuild an at-grade road through the area. A resolution of support is required to include with the application.

Staff applied for this same project during the last two cycles and have both times been just outside the fundable range. Staff feels that resubmitting the project for consideration is still our best option within this program. Staff plans to take an extra step and lobby directly at the selection meeting to have this project considered.

Costs are estimated at approximately $444,000 for the project, with the city requesting to provide matching funds of $90,000 towards the construction costs and also an estimated $100,000 in engineering costs for a total city commitment of $190,000. The costs for this project would be borne in future fiscal years and only if the project is selected for funding.

AMOUNT REQUESTED: $190,000 AMOUNT BUDGETED: $190,000

FUND OR ACCOUNT: 203-TBD-5346/5355

STAFF RECOMMENDATION: Approve the resolution of support and authorize the Mayor and Clerk to sign and commit to funding the required match and engineering costs in future fiscal years if the project is selected.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to approve the resolution of support and authorize the Mayor and Clerk to sign and commit to funding the require match and engineering costs in future fiscal years if the project is selected.

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

Nays: None

MOTION PASSES

L. <u>Concession Agreement with Lake Effect Sport</u> Public Works

SUMMARY OF REQUEST: Staff is requesting permission to enter into a 1-year contractual business/concession agreement with Andrea Chambers of Lake Effect Sport, Bike Rentals at Pere Marquette Park for the 2021 season.

The business will be renting out various bikes per their proposal. Commission is $1,000 and 5% gross receipts annually.

STAFF RECOMMENDATION: Authorize staff to enter into a 1-year contractual business/concession agreement with Andrea Chambers of Lake Effect Sport Bike Rentals at Pere Marquette Park for the 2021 season.

Motion by Commissioner Emory, second by Commissioner Rinsema-Sybenga, to authorize staff to enter into a 1-year contractual business/concession agreement with Andrea Chambers of Lake Effect Sport Bike Rentals at Pere Marquette Park for the 2021 season.

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

Nays: None

MOTION PASSES

M. Chalet Lease with Mac Kites Public Works

SUMMARY OF REQUEST: Staff is requesting permission to enter into a 1-year contractual lease agreement with Steve Negen of MacKite for Pere Marquette Park Chalet for the 2021 season. The business will be giving lessons on Wing Foil and Efoil equipment per their proposal. MacKite is proposing for retail of the chalet, $2,000 and 5% gross receipts annually.

STAFF RECOMMENDATION: Authorize staff to enter into a 1-year contractual lease agreement with Steve Negen of MacKite for the PM Park Chalet for 2021.

Motion by Commissioner Emory, second by Commissioner Rinsema-Sybenga, to authorize staff to enter into a 1-year contractual lease agreement with Steve Negen of MacKite for the Pere Marquette Park Chalet for 2021.

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

Nays: None

MOTION PASSES

2021-28 PUBLIC HEARINGS:

A. Recommendation for Annual Renewal of Liquor Licenses City Clerk

SUMMARY OF REQUEST: To adopt a resolution recommending the State withhold renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinances for the City of Muskegon. These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 23, 2021, they will be removed from this resolution.

STAFF RECOMMENDATION: To adopt the resolution.

PUBLIC HEARING COMMENCED: No public comments were received.

Motion by Commissioner Ramsey, second by Commissioner Rinsema-Sybenga, close the public hearing and approve the resolution.

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

Nays: None

MOTION PASSES

2021-29 UNFINISHED BUSINESS:

A. Amendment to the Marihuana Facilities Overlay District – 885 E Apple Avenue Planning – TABLED FROM 1/26/2021 TO 2/9/2021 AND FROM

2/9/2021 TO 3/23/2021

SUMMARY OF REQUEST: Request to amend section 2331 of the zoning ordinance to include 885 E Apple Avenue in the marihuana facilities overlay district by Khi Guy.

A motion was made that the request to amend Section 2331 of the zoning ordinance to expand the marihuana facilities overlay district to allow for Retail license types at 885 E Apple Avenue be recommended to the City Commission for approval. The motion passed with a 5-1 vote.

STAFF RECOMMENDATION: 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.

Motion by Commissioner German, second by Vice Mayor Hood, to table this item.

ROLL VOTE: Ayes: German

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

MOTION FAILS

2nd Motion: 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 Avenue.

3rd Motion: Motion by Commissioner Ramsey, second by Commissioner Rinsema-Sybenga, to call the question.

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

Nays: German

MOTION PASSES

VOTE ON 2ND MOTION

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

Nays: Ramsey, German, Emory, and Hood

MOTION FAILS

2021-30 NEW BUSINESS:

A. <u>Rezoning of 420 S Harvey Street</u> Planning

SUMMARY OF REQUEST: Request to amend Section 2331 of the zoning ordinance to allow the following marihuana related license types at 420 S Harvey Street, by Corey Roberts: Recreational Class B growing, processing, retail, designated consumption establishments and special events.

The Planning Commission will make a recommendation on this agenda item at their special meeting on Thursday, March 18.

STAFF RECOMMENDATION: To (approve/deny) the request to amend Section 2331 of the zoning ordinance to allow the following marihuana related license types at 420 S Harvey Street, by Corey Roberts: Recreational Class B growing, processing, retail, designated consumption establishments and special events.

Motion by Commissioner Ramsey, second by Commissioner Rinsema-Sybenga, to approve the request to amend Section 2331 of zoning ordinance to allow the following marihuana related license types at 420 S Harvey Street, by Corey Roberts: Recreational Class B Growing, Processing, retail, designated consumption establishments and special events.

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

Nays: None

MOTION PASSES

B. <u>Rezoning Requests – Dowd/Hudson</u> Planning

SUMMARY OF REQUEST: Request to rezone 2172 Dowd Street, 2184 Dowd Street, 2157 Hudson 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 will make a recommendation to this request at their special meeting on Thursday, March 17.

STAFF RECOMMENDATION: To approve the request to rezone 2172 Dowd Street, 2184 Dowd Street, 2157 Hudson Street, 2169 Hudson Street and 2171 Hudson Street from R-1, Low Density Single Family Residential to Form Based Code.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, 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

ANY OTHER BUSINESS:

Commissioner Ramsey raised the question of curbside service at marihuana shops in the City. City Manager, Frank Peterson, explained that the Planning Department has been in contact with all of the affected businesses and they have been advised to bring in site-plans for approval for this temporary alternative to inside service during the pandemic.

PUBLIC COMMENT: Public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 10:02 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

MINUTES

CITY OF MUSKEGON

SPECIAL CITY COMMISSION MEETING

Muskegon City Hall
933 Terrace Street
Muskegon, MI 49440
Commission Chambers

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

Resolution Declaring Local State of Emergency

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga to adopt the Resolution Declaring a Local State of Emergency for the Purpose of Permitting the City Commission and Other Public Bodies of the City to Meet by Electronic and Telephonic Means.

ROLL VOTE: AYES: Rinsema-Sybenga, Emory, Gawron, Ramsey, and German

NAYS: None

MOTION PASSES

The Special Meeting adjourned at 2:02 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/13/2021	Title: Fireworks Display Permit for Muskegon Country Club
Submitted By: Ann Meisch	Department: City Clerk

Brief Summary: Melrose Pyrotechnics, Inc. is requesting approval of a fireworks display permit for July 3, 2021 at the Muskegon Country Club, 2801 lakeshore Drive. 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):

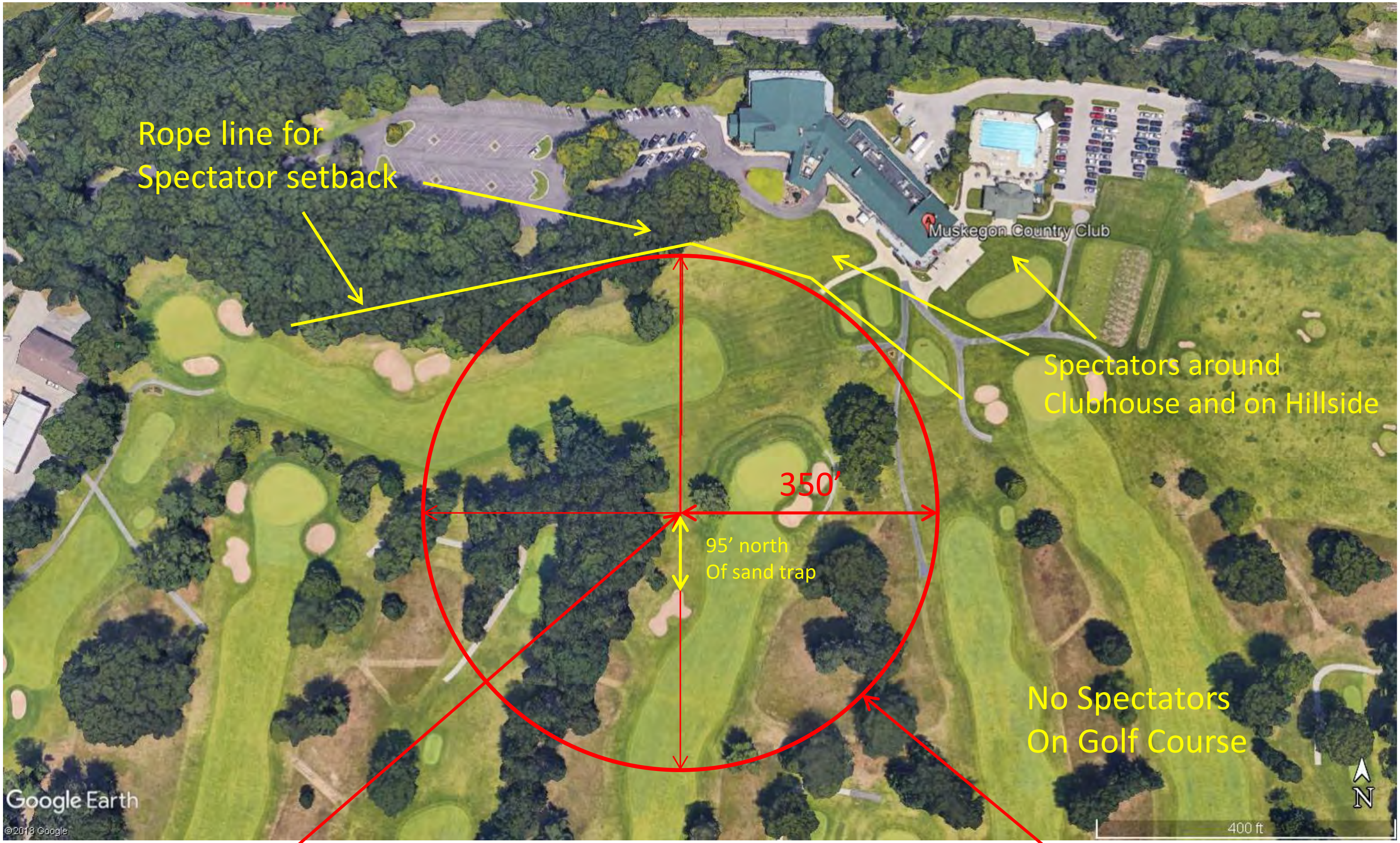
Recommended Motion: To approve the fireworks permit contingent on inspection of the fireworks and approval of insurance.

For City Clerk Use Only:

Commission Action:

Muskegon Country Club
2801 Lakeshore Dr., Muskegon, MI

Melrose Pyrotechnics Inc.
12/13/2018 Michael Falk



Launch Location

Setup area: 40' X 40'

Radius from setup area: 350'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/15/2021

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:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURED
Melrose Pyrotechnics, Inc.
Kingsbury Industrial Parkway
Heinold Complex
Kingsbury IN 46345

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	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:** 683553347 **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** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X 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** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X 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** X OCCUR X **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** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0323N491 (MI)	4/1/2021	4/1/2022	X WC STATU-TORY LIMITS OTH-ER	
							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
LOCATION: Muskegon Country Club - Muskegon, Michigan
ADDITIONAL INSURED: Muskegon Country Club; City of Muskegon, all elected & appointed officials, all employees & volunteers, all boards, commissions, and/or authorities & board members, including employees and volunteers thereof

CERTIFICATE HOLDER

Muskegon Country Club
2801 Lakeshore Drive
Muskegon MI 49441

CANCELLATION

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/15/2021

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:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURED
Melrose Pyrotechnics, Inc.
Kingsbury Industrial Parkway
Heinold Complex
Kingsbury IN 46345

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	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:** 110442040 **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** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X 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** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X 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** X OCCUR X **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** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0323N491 (MI)	4/1/2021	4/1/2022	X WC STATU-TORY LIMITS OTH-ER	
							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
LOCATION: Muskegon Country Club, 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

CERTIFICATE HOLDER

City of Muskegon
933 Terrace Street
Muskegon MI 49440

CANCELLATION

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

2021

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

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 or 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 Ace, you may make your needs known to this agency.

☒ PUBLIC DISPLAY ☐ AGRICULTURAL PEST CONTROL Date of Application *3/17/2021*

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 *Randy Loveland*	Address *4369 E Summit Woods Dr NE, Rockford MI 49341*	Age (18 or over) *66*
No. Years Experience / No. Displays *20 years / 300+*	Where *Michigan*	
Name of Assistant: *Brian Loper*	Address *4369 E Summit Woods Dr NE, Rockford MI 49341*	Age *54*
Name of Other Assistant: *Dave Enbody*	Address *4369 E Summit Woods Dr NE, Rockford MI 49341*	Age *45*

Exact Location of Proposed Display
Muskegon Country Club, 2801 Lakeshore Drive, Muskegon MI 49441

Date of Proposed Display *July 2, 2021* Time of Proposed Display *Dusk*

No. Of Fireworks	**Kind of Fireworks to be Displayed**
Approximately 600	*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)	**Name of Bonding Corporation or Insurance Company**
$5,000,000.00	*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

Michael Falk

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 or 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 Ace, you may make your needs known to this agency.

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 ***Muskegon Country Club***		
Address ***2801 Lakeshore Drive, Muskegon MI 49441***		
Number and Types of Fireworks ***Approximately 600 aerial display shells ranging in size from 1 ¼ inches to 5 inches in diameter.***		
Exact Location of Display ***2801 Lakeshore Drive, Muskegon MI 49441***		
City, Village, Township ***Muskegon, MI***	Date ***July 2, 2021***	Time ***Dusk***
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)

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Muskegon Park Place Provisionary
Submitted By: Ann Meisch	Department: City Clerk

Brief Summary: 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.

Detailed Summary: 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.

Amount Requested: none.	Amount Budgeted: none
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To authorize the Clerk to sign the attached attestation and approve live music at 1922 Park Street on July 24, 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:

April 2, 2021

Dear Muskegon City Commissioners,

As Muskegon's only licensed Marijuana Event Organizer I bring to you today a marijuana consumption event request for Saturday, July 24 at Park Place Provisionary. We require a City Clerk signature on an attestation for our State Temporary Marijuana Event permit filing.

The details are as follows:

Location: 1922 Park Street, Muskegon Park Place Provisionary's east parking lot, on the map as Parcels 1 and 2.

Date: July 24, 2021

Time: noon to 8 PM

Event name: Smoke on the Water

Tickets: $42 to $75, pre-sold via a third party and in our stores

Who: People 21 and older, no kids, no animals, no bikes, blades or boards. IDs are checked at the gate and patrons will be issued wristbands.

What: Live music from three or four bands throughout the day, no alcohol sales, we will have food trucks or vendors, on-site cannabis sales from Agri-Med (Park Place Provisionary) only. This sales area will be on the south side of the building.

COVID: We will scale this event to Michigan's regulations on crowd size and provide hand cleaning stands and sinks with soap and water at the portajohns.

Responsible parties: This is a joint venture between Roberta F. King, AU licensed Marijuana Event Organizer and Agri-Med AU licensee and property owner—DBA Park Place Provisionary.

Marijuana consumption: This is an on-site cannabis consumption event and while there's no program like TIPS for budtenders, Public Health Muskegon County is working on developing some helpful information for security and budtenders. People will be smoking marijuana on-premise. Ashtrays will be provided. There will be fire extinguishers and a faucet with a hose is on site.

Insured: We are insured for a million dollars in liability.

Overconsumption: We'll have several chaise lounges under a four-pole canopy for people who need to lay down and chill. We'll ask Muskegon Fire will staff this area from 2 to 8 PM.

Parking: On the north side of the building (handicapped and special tickets) and surrounding streets.

Neighbors: Shelby Avenue residents will receive written notice of the event one month in advance and will be offered complimentary admission to the event.
As Shelby Avenue is the only public-facing area (which according to state rules must be blocked from view, we're planning to move two on-site semi-trailers to that area to block the view. It will also muffle the sound.

Security: We working with Umbrella Security and will have seven security personnel on-site at all times, two each at the entrances and two walking the premises and one watching the egress gate.

Seating: We're providing at least 100 folding chairs, but urging people to bring their own.

Stage and power: There will be a temporary rented stage on the east side of the building and power will come from sources there.

Tents: The only tents on site will be small four-pole "vendor" canopy tents.

Other: We'll be providing lawn games like cornhole for people to play, hula hoops and there may be a Puff and Paint class, yoga or an infused cooking demonstration too.

Marketing will be handled by Canna Communication and Agri-Med.

Thank you for your consideration of this request.

Roberta F. King
Marijuana Event Organizer

3393 Fulton Avenue
Muskegon, MI 49441

Adult-Use Licensing
Marijuana Regulatory Agency
P.O. Box 30205 Lansing, MI 48909
Telephone: (517) 284-8599
MRA-AdultUseLicensing@Michigan.gov

ATTESTATION 4-B
CONFIRMATION OF SECTION 6 COMPLIANCE
PART 1: MUNICIPALITY

(To be completed by the municipal clerk or their designee and submitted by the applicant)

Do not sign until notary is present

Applicant Name: ______________________________

Proposed Event Venue: ______________________________

Proposed Event Address: ______________________________

I, ______________________ (clerk/designee) of ______________________ (municipality), attest to and confirm the following:

1. The municipality has not adopted an ordinance prohibiting adult-use marijuana temporary marijuana events.
2. The following regulations and ordinances within the municipality, including zoning ordinances, will apply to the proposed adult-use temporary marijuana event (identify and briefly describe):

3. The proposed event is in compliance with all regulations and ordinances within the municipality, including zoning ordinances.
4. The municipality will report to the Marijuana Regulatory Agency (MRA) any changes to any municipal ordinance that the municipality has adopted under Section 6 of the Michigan Regulation and Taxation of Marihuana Act (MRTMA), MCL 333.27956.
5. The municipality will report to the MRA any violations by the applicant of any municipal regulations or ordinances, including zoning ordinances.

The municipality approves the above venue/space for the purpose of holding a temporary marijuana event for the following dates:

Start date: ______________ (mm/dd/yyyy) End date: ______________ (mm/dd/yyyy)

Hours of Operation: ______________________________

The municipality approves of the following activities during the event:

☐ Sale of marijuana products to persons 21 years of age and older

☐ Consumption of marijuana products by persons 21 years of age and older

☐ Both

______________________ ______________________ ______________
Clerk (or designee) Signature Clerk (or designee) Email Address Date

Subscribed and sworn to by ______________________ before me on ______________.
(Clerk/Designee Name) (Date)

______________________ ______________________
(Notary Public Signature) (Notary Public Printed Name)

State of ______________, County of ______________. Acting in the county of ______________, ______.
(county) (state)

My commission expires: ______________________.

Adult-Use Licensing
Marijuana Regulatory Agency
P.O. Box 30205 Lansing, MI 48909
Telephone: (517) 284-8599
MRA-AdultUseLicensing@Michigan.gov

ATTESTATION 4-B
CONFIRMATION OF SECTION 6 COMPLIANCE
PART 2: APPLICANT

(To be completed and submitted by the applicant)

Applicant Name: ______________________________

Proposed Event Venue: ______________________________

Proposed Event Address: ______________________________

On behalf of ______________________________, I ______________________________,
Name of Main Applicant — Name & Title of Individual Authorized to Sign on Behalf of Main Applicant

am authorized to sign this attestation on behalf of the proposed temporary marijuana event identified above and attest to and confirm the following:

1. The municipality in which the proposed temporary marijuana event is to occur has not adopted an ordinance prohibiting adult-use marijuana events.

2. The proposed event is in compliance with all regulations and ordinances within the municipality, including zoning ordinances.

3. The marijuana event organizer for the proposed event will report to the Marijuana Regulatory Agency (MRA) any changes to any municipal ordinance that the municipality has adopted under Section 6 of the Michigan Regulation and Taxation of Marihuana Act (MRTMA), MCL 333.27956.

4. The marijuana event organizer for the proposed event will report to the MRA any violations by the proposed event of any municipal regulations or ordinances, including zoning ordinances.

______________________________ ______________
Authorized Individual Signature — Date

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Lakeshore Creative Services Agreement Extension
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: 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.	
Detailed Summary:	
Amount Requested: none.	Amount Budgeted: none
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approve the extension of the agreement with Lakeshore Creative Services for one year.	

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: 2021 User Fee Update
Submitted By: Kenneth Grant	Department: Finance

Brief Summary: 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 increase
- Special Events has added 5 new fees
- Ice Rescue Call increased to $60.00
- Western Market Fess added to the schedule for the first time
- City Code Compliance-Vacant Building Fees have been reduced
- Public Safety-Added a new fees for Short Term Rental Inspections
- Zoning has increased 8 fees

Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: Approval of the 2021 Master Fee Resolution

For City Clerk Use Only:

Commission Action:

CITY OF MUSKEGON

2021 USER FEES

	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
1	ALL	ADMINISTRATIVE OVERHEAD ON SALES TO OUTSIDE PARTIES	TOTAL BALANCE DUE	15.00%	15.00%		
2	ALL	COPIES FOR PUBLIC (STANDARD SIZES)	PER COPY	0.25	0.25		
3	ALL	FAX CHARGE FOR INFORMATION REQUESTS	PER PAGE	0.50	0.50		
4	ALL	LATE FEE ON CITY RECEIVABLES (EXCEPT TAXES)	PAST DUE BALANCE	1.00%	1.00%	PER MO./IMPOSED AFTER 30 DAYS	
	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
5	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B)	EACH	1,500.00	1,500.00		
6	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS A-B) NR *	EACH	1,900.00	1,900.00		
7	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F)	EACH	1,800.00	1,800.00		
8	CEMETERIES	CEMETERIES EVERGREEN MAUSOLEUM (CRYPTS C-F) NR *	EACH	2,200.00	2,200.00		
9	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	ONE GRAVE	830.00	830.00	50% GOES TO PERPETUAL CARE	
10	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN)	TWO GRAVES	1,500.00	1,500.00	50% GOES TO PERPETUAL CARE	
11	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	TWO GRAVES	1,800.00	1,800.00	50% GOES TO PERPETUAL CARE	
12	CEMETERIES	CEMETERIES GRAVE PRICES (EVERGREEN) NR *	ONE GRAVE	1,000.00	1,000.00	50% GOES TO PERPETUAL CARE	
13	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	ONE GRAVE	830.00	830.00	50% GOES TO PERPETUAL CARE	
14	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE)	TWO GRAVES	1,500.00	1,500.00	50% GOES TO PERPETUAL CARE	
15	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	ONE GRAVE	1,000.00	1,000.00	50% GOES TO PERPETUAL CARE	
16	CEMETERIES	CEMETERIES GRAVE PRICES (LAKESIDE) NR *	TWO GRAVES	1,800.00	1,800.00	50% GOES TO PERPETUAL CARE	
17	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	ONE GRAVE	830.00	830.00	50% GOES TO PERPETUAL CARE	
18	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD)	TWO GRAVES	1,500.00	1,500.00	50% GOES TO PERPETUAL CARE	
19	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	TWO GRAVES	1,800.00	1,800.00	50% GOES TO PERPETUAL CARE	
20	CEMETERIES	CEMETERIES GRAVE PRICES (OAKWOOD) NR *	ONE GRAVE	1,000.00	1,000.00	50% GOES TO PERPETUAL CARE	
21	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	ONE GRAVE	800.00	800.00	50% GOES TO PERPETUAL CARE	
22	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER)	TWO GRAVES	1,435.00	1,435.00	50% GOES TO PERPETUAL CARE	
23	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	ONE GRAVE	900.00	900.00	50% GOES TO PERPETUAL CARE	
24	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	TWO GRAVES	1,550.00	1,550.00	50% GOES TO PERPETUAL CARE	
25	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	ONE GRAVE	835.00	835.00	50% GOES TO PERPETUAL CARE	
26	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	TWO GRAVES	1,500.00	1,500.00	50% GOES TO PERPETUAL CARE	
27	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	ONE GRAVE	1,000.00	1,000.00	50% GOES TO PERPETUAL CARE	
28	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	TWO GRAVES	1,800.00	1,800.00	50% GOES TO PERPETUAL CARE	
29	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN)	EACH	350.00	350.00		
30	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN) NR*	EACH	400.00	400.00		
31	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES)	EACH	600.00	600.00		
32	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES) NR *	EACH	650.00	650.00		
33	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE)	EACH	300.00	300.00		
34	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE) NR *	EACH	350.00	350.00		
35	CEMETERIES	CEMETERIES OPENING (CREMATION)	EACH	350.00	350.00		
36	CEMETERIES	CEMETERIES OPENING (CREMATION) NR *	EACH	400.00	400.00		
37	CEMETERIES	CEMETERIES SECOND CREMAINS (OPEN GRAVESITE)	EACH	80.00	80.00	FOR ADDITIONAL ASHES	
38	CEMETERIES	CEMETERIES OPENING	EACH	500.00	500.00		
39	CEMETERIES	CEMETERIES OPENING NR *	EACH	600.00	600.00		
40	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND)	EACH	175.00	175.00		
41	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND) NR *	EACH	200.00	200.00		
42	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND)	EACH	300.00	300.00		
43	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND) NR *	EACH	350.00	350.00		
44	CEMETERIES	CEMETERIES OVERTIME (MON-FRI AFTER 2:30PM)	EACH	400.00	400.00		
45	CEMETERIES	CEMETERIES OVERTIME (SATURDAYS)	EACH	500.00	500.00		
46	CEMETERIES	CEMETERIES OVERTIME (SUNDAYS AND HOLIDAYS)	EACH	600.00	600.00		
47	CEMETERIES	CEMETERIES WEEKEND/HOLIDAY LATE FEE	EACH	400.00	400.00	IF MORE THAN 1 HOUR PAST SCHEDULED BURIAL TIME.	
48	CEMETERIES	CEMETERIES NICHES COLUMBARIUUM (TOP 2 ROWS)	EACH	900.00	900.00		
49	CEMETERIES	CEMETERIES NICHES COLUMBARIUM NR (TOP 2 ROWS)	EACH	950.00	950.00		
50	CEMETERIES	CEMETERIES NICHES COLUMBARIUUM (BOTTOM 2 ROWS)	EACH	700.00	700.00		
51	CEMETERIES	CEMETERIES NICHES COLUMBARIUM NR (BOTTOM 2 ROWS)	EACH	750.00	750.00		
52	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING)	EACH	150.00	150.00		
53	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING) NR	EACH	200.00	200.00		
54	CEMETERIES	CEMETERIES HEADSTONE SERVICE	PER SQUARE INCH	0.55	0.55	MINIMUM $60.00	
55	CEMETERIES	CEMETERIES SERVICE (GOVERNMENT MARKERS)	EACH	60.00	60.00		
56	CEMETERIES	CEMETERIES SERVICE (MAUSOLEUM VASES)	EACH	75.00	75.00		
57	CEMETERIES	CEMETERIES SERVICE HEADSTONE PRE-PLACEMENT	EACH	25.00	25.00		
58	CEMETERIES	CEMETERIES SERVICE (SMALL VASES) RESTLAWN	EACH	50.00	50.00		
59	CEMETERIES	ENTOMBMENT - EVERGREEN MAUSOLEM	EACH	300.00	300.00		
60	CEMETERIES	ENTOMBMENT NR - EVERGREEN MAUSOLEUM	EACH	400.00	400.00		
61	CEMETERIES	EVERGREEN MAUSOLEUM CRYPT COVER REMOVAL		200.00	200.00	IF ENGRAVING NOT COMPLETED WITHIN 30 DAYS OF ENTOMBMENT	
62	CEMETERIES	TRANSFER & AFFIDAVIT FEE PER GRAVE SPACE	EACH	200.00	200.00		
63	CEMETERIES	CHAPEL FUNERAL SERVICE	EACH	200.00	200.00		

	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
64	CLERK	ADDRESS LABELS - VOTER REGISTRATION	EACH	0.05	0.05		
65	CLERK	BUSINESS REGISTRATION	EACH	35.00	35.00		
66	CLERK	BUSINESS TRANSIENT/PEDDLER - RENEWAL MAY 1ST	ANNUAL	150.00	150.00		
67	CLERK	BUSINESS AUCTIONEER LICENSE (INDIVIDUAL EVENT)	PER DAY	10.00	10.00		
68	CLERK	BUSINESS AUCTIONEER LICENSE (REGULAR)	PER YEAR	100.00	100.00		
69	CLERK	AUCTION FEE	PER DAY	30.00	30.00		
70	CLERK	BUSINESS ENTERTAINMENT OCCUPANCY	PER YEAR	125.00	125.00		
71	CLERK	GAMING LICENSE REQUEST/PERMIT (30 DAYS OR MORE ADVANCE NOTICE)	EACH	75.00	75.00		
72	CLERK	GAMING LICENSE REQUEST (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	100.00	100.00		
73	CLERK	CITY HALL CONFERENCE ROOM RENTAL	PER HOUR	25.00	25.00	CHARGED TO LAW FIRMS AND OTHER FOR PROFIT ORGANIZATIONS WISHING TO USE FACILITIES FOR NON-CITY RELATED BUSINESS	
74	CLERK	ENCROACHMENT PERMIT APPLICATION FEE	EACH	100.00	100.00		
75	CLERK	ENCROACHMENT PERMIT CERTIFICATE FEE	EACH LOCATION	50.00	50.00	SAME AS RENEWAL FEE	
76	CLERK	ENCROACHMENT/RENTAL FEE (BUS BENCHES)	PER BENCH/PERMONTH	5.00	5.00		
77	CLERK	ENCROACHMENT 1-YEAR RENEWAL	EACH	25.00	25.00		
78	CLERK	ENCROACHMENT 1-YEAR RENEWAL (INSPECTION REQ'D)	EACH	50.00	50.00		
79	CLERK	ENCROACHMENT PERMIT TO WORK IN R-O-W	PER UNIT	10.00	10.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)	
80	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (30 OR MORE DAYS ADVANCE NOTICE)	EACH	75.00	75.00		
81	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	150.00	150.00		
82	CLERK	LIQUOR LICENSE RENEWAL (BEFORE FEBRUARY 28)	EACH	100.00	100.00		
83	CLERK	LIQUOR LICENSE RENEWAL (AFTER FEBRUARY 28)	EACH	150.00	150.00		
84	CLERK	LIQUOR LICENSE TRANSFER OF OWNERSHIP OR LOCATION	EACH	250.00	250.00		
85	CLERK	DEVELOPMENT DISTRICT AREA CLASS-C ON-PREMISES LIQUOR LICENSE (FORMERLY DOWNTOWN DEV AUTH LICENSE)	EACH	2,500.00	2,500.00	SAME REVIEW PROCESS AS FOR RENEWAL	
86	CLERK	NEW LIQUOR LICENSE	EACH	1,000.00	1,000.00	REPLACES FEES ABOVE	
87	CLERK	GOING OUT OF BUSINESS SALE	EACH	50.00	50.00	UP TO ONE MONTH - RENEWABLE	
88	CLERK	LIQUOR LICENSE (EXPANSION OF EXISTING LICENSE)	EACH	25.00	25.00		
89	CLERK	MOBILE FOOD VENDING PERMIT	ANNUAL	300.00	300.00	APPROVED BY COMMISSION IN 2014	
90	CLERK	MOBILE FOOD VENDING PERMIT (BRICK & MORTAR RESTAURANT IN CITY)	ANNUAL	150.00	150.00	APPROVED BY COMMISSION IN 2014	
91	CLERK	MOBILE FOOD VENDING PERMIT (BRICK & MORTAR RESTAURANT IN DDA DISTRICT)	ANNUAL	50.00	50.00	APPROVED BY COMMISSION IN 2014	
92	CLERK	PASSPORT APPLICATION FEE	EACH	35.00	35.00	PER FEDERAL LAW	
93	CLERK	PASSPORT PHOTO FEE	EACH	15.00	15.00		
94	CLERK	MONEY ORDERS	EACH	5.00	5.00	NEW SERVICE & FEE	
95	CLERK	PRECINCT MAPS (SMALL)	EACH	2.00	2.00		
96	CLERK	PUBLIC NOTARY FEE	EACH	5.00	5.00	CONSISTENT WITH COUNTY FEE	
97	CLERK	SPECIAL EVENT PARKING FEE (UNDER 50 PARKING SPOTS)	PER EVENT	25.00	25.00	APPROVED BY COMMISSION IN 2014	
98	CLERK	SPECIAL EVENT PARKING FEE (OVER 50 PARKING SPOTS)	PER EVENT	50.00	50.00	APPROVED BY COMMISSION IN 2014	
99	CLERK	TELECOMMUNICATIONS ACT NEW PROVIDER FEE	EACH	500.00	500.00	PER NEW STATE TELECOMMUNICATIONS ACT	
100	CLERK	VOTER INFORMATION - ON DISK	EACH	25.00	25.00		
101	CLERK	VOTER REGISTRATION - HARDCOPY LIST	PER LISTING	0.01	0.01		
102	CLERK	VOTER REGISTRATION - MAILING LABELS	PER LABEL	0.05	0.05		

	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
103	CNS	MORTGAGE REFINANCE FEE	EACH	50.00	50.00		
104	CNS	REHAB LOAN APPLICATION FEE	EACH	200.00	200.00		
105	CNS	FAÇADE PROGRAM - 50% AMI AND BELOW	EACH	60.00	60.00	ELIGIBLITY FEE	
106	CNS	FAÇADE PROGRAM - 51% - 60% AMI	EACH	250.00	250.00	ELIGIBLITY FEE	
107	CNS	FAÇADE PROGRAM - 61% TO 80% AMI	EACH	500.00	500.00	ELIGIBLITY FEE	
108	CNS	PRIORITY HOME REPAIR APPLICATION FEE	EACH	60.00	60.00		
109	CNS	RENTAL REHAB APPLICATION FEE	PER LOAN	100.00	100.00		

	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
110	DPW	ADDITIONAL GARBAGE SERVICE (1 TOTER)	PER MONTH	13.00	13.00		
111	DPW	APPLIANCE STICKER	EACH	25.00	25.00		
112	DPW	GARBAGE CART REPLACEMENT - DAMAGED BY USER	EACH	55.00	55.00		
113	DPW	GARBAGE SERVICE - SMALL BUSINESS	PER MONTH	16.00	16.00	INCLUDES CHURCHES AND NON-PROFITS	
114	DPW	GARBAGE SERVICE - UNAUTORIZED USE OF CARTS	PER INCIDENT	50.00	50.00		
115	DPW	GARBAGE SERVICE - REPLACE LOST/STOLEN CART	EACH	55.00	55.00		
116	DPW	GARBAGE SERVICE - NEW SERVICE STARTUP	EACH	55.00	55.00		
117	DPW	GARBAGE SERVICE - MIXED REFUSE STICKER	EACH	2.00	2.00	BUY 6 FOR $10.00 - UNIT PRICE $1.67	
118	DPW	FEE FOR SPECIAL COLLECTION OF ILLIEGAL MATERIALS	EACH	50.00	50.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)	
119	DPW	FEE FOR BULK YARD WASTE DROP OFF (DURING REGULAR HOURS) - BY APPOINTMENT ONLY	EACH	25.00	25.00		
120	DPW	REPLACE EMPLOYEE ID/ACCESS TKC CARD	PER LOST CARD	10.00	10.00	REACTIVATED FEE	
121	DPW	STORM SEWER CONNECTION FEE	EACH	800.00	800.00	STUB FEE	
122	DPW	TREE REPLACEMENT PLANTING FEE	EACH	200.00	200.00		
123	DPW	TREE REMOVAL FEE (12" AND UNDER DIAMETER)	EACH	200.00	200.00	TREE MEASURED AT 4' ABOVE GRADE	
124	DPW	TREE REMOVAL FEE (12" - 18" DIAMETER)	EACH	500.00	500.00	TREE MEASURED AT 4' ABOVE GRADE	
125	DPW	TREE REMOVAL FEE (18" - 24" DIAMETER)	EACH	650.00	650.00	TREE MEASURED AT 4' ABOVE GRADE	
126	DPW	TREE REMOVAL FEE (24" - 30" DIAMETER)	EACH	750.00	750.00	TREE MEASURED AT 4' ABOVE GRADE	
127	DPW	TREE REMOVAL FEE (30" - 36" DIAMETER)	EACH	1,000.00	1,000.00	TREE MEASURED AT 4' ABOVE GRADE	
128	DPW	TREE REMOVAL FEE (36" - 42" DIAMETER)	EACH	1,700.00	1,700.00	TREE MEASURED AT 4' ABOVE GRADE	

129	DPW	TREE REMOVAL FEE (42" AND OVER DIAMETER)	EACH	1,900.00	1,900.00	TREE MEASURED AT 4' ABOVE GRADE	
130	DPW	HANG AND/OR REMOVE BANNER	EACH REQUEST	450.00	450.00	EACH ADDITIONAL BANNER: $50.00	
131	DPW	USE OF BIKE PATH FOR ORGANIZED EVENTS	EACH EVENT	200.00	200.00	PER EVENT	
132	DPW (PARKS)	EXCLUSIVE USE OF HACKLEY PK FOR SPECIAL EVENTS	PER DAY	125.00	125.00		
133	DPW (PARKS)	PARK BUILDING USE	PER SESSION		175.00	11AM-7PM RENTAL ($50 REFUNDABLE FOR CLEANING DEPOSIT)	*NEW FEE*
134	DPW (PARKS)	USE FEE IN ADDITION TO SPECIAL EVENT APPLICLATION FEE	PER DAY	125.00	250.00		100.00%
135	DPW (PARKS)	CLEANING DEPOSIT FOR EXCLUSIVE USE OF HACKLEY, PERE MARQUETTE OR MARGARET DRAKE ELLIOTT PARKS - SPECIAL EVENT	EACH	50.00	50.00		
136	DPW (PARKS)	PARK BUILDING USE	PER SESSION		225.00	11AM-7PM RENTAL ($50 REFUNDABLE FOR CLEANING DEPOSIT)	*NEW FEE*
137	DPW (PARKS)	PARK BUILDING USE	PER DAY		225.00	9AM-11PM RENTAL ($50 REFUNDABLE FOR CLEANING DEPOSIT)	*NEW FEE*
138	DPW (PARKS)	PARK BUILDING USE)	PER SESSION	125.00	0.00	9-3 or 4-11 SESSIONS.	-100.00%
140	DPW (PARKS)	PARK BUILDING USE (CLEANING/SECURITY DEPOSIT)	EACH	50.00	50.00	All buildings	
141	DPW (PARKS)	MC GRAFT PARK MUSIC BOWL	HOUR	45.00	45.00		
142	DPW (PARKS)	PARKS (LIGHT COSTS SPORT FIELDS & COURTS)	EACH	40.00	40.00		
143	DPW (PARKS)	PARKS (WOOD SNOW FENCE RENTAL)	EACH	30.00	30.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED	
144	DPW (PARKS)	PARKS (USE OF GARBAGE CANS)	EACH	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED	
145	DPW (PARKS)	SPORTS FIELD & COURT RENTAL (EXLUDES SETUP SERVICES)	2 HOUR RENTAL	25.00	25.00		
146	DPW (PARKS)	CHANNEL SHELTER RENTAL	PER DAY	150.00	125.00	9am-11pm	-16.67%
147	DPW (PARKS)	CHANNEL SHELTER RENTAL	EACH	75.00	75.00		
148	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	100.00	100.00	For Kruse#4, Margaret Drake Elliot and Syerforth Parks	
149	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	200.00	175.00	For Kruse#4, Margaret Drake Elliot and Syerforth Parks from 9am-11pm	-12.50%
149	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	75.00	75.00	For Beachwood, Kruse 1, 2 and 3 from 9am-11pm	
150	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	50.00	50.00	For Campbell and Smith Ryerson	
151	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	150.00	125.00	For Beachwood, Kruse 1, 2 and 3 from 9am-11pm	-16.67%
152	DPW (PARKS)	PICNIC SHELTER RENTAL RESERVATION CHANGE	EACH	15.00	15.00		
154	DPW (PARKS)	CLEANING FEE FOR RENTALS	EACH	75.00	75.00	NOT CHARGED IF FACILITY LEFT CLEAN	
155	DPW (PARKS)	GROUPED TABLES (4) AT DRAKE-ELLIOTT (48 PEOPLE)	EACH SESSION	50.00	50.00		
156	DPW (PARKS)	GROUPED TABLES (4) AT DRAKE-ELLIOTT (48 PEOPLE)	PER DAY	100.00	75.00	9am-11pm	-25.00%
156	DPW (PARKS)	WEDDING RESERVATIONS-MCGRAFT LAGOON	EACH	150.00	150.00		
157	DPW (PARKS)	WEDDING RESERVATIONS-PERE MARQUETTE	EACH	175.00	175.00		
158	DPW (PARKS)	WEDDING RESERVATIONS-CHANNEL AREA (INCLUDES SHELTER)	EACH	225.00	225.00		
159	DPW (PARKS)	KEY DEPOSIT (RESTROOM)	EACH	25.00	25.00		
160	DPW (PARKS)	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED	
161	DPW (PARKS)	CITY SERVICES RENTAL OF POSTS	EACH POST	3.00	3.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED	
162	DPW (PARKS)	CITY SERVICES (PICNIC TABLES)	EACH	10.00	10.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED	
163	DPW (PARKS)	CITY SERVICES (LABOR PARKS OR DPW STAFF)	PER HOUR	60.00	60.00		
164	DPW (PARKS)	RENTAL OF PORTABLE STAGE	EACH	100.00	100.00		
165	DPW (PARKS)	RENTAL OF BLEACHERS	EACH	100.00	100.00		
166	DPW (PARKS)	BEACH PARKING DAILY RATE MON-THURS	EACH	5.00	7.00		40.00%
167	DPW (PARKS)	BEACH PARKING DAILY RATE WEEKENDS	EACH	7.00	10.00		42.86%
168	DPW (PARKS)	BEACH PARKING ANNUAL PASS	EACH	20.00	20.00		

	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
169	ENGINEERING	WIDE LOAD PERMIT	EACH	50.00	50.00		
170	ENGINEERING	CHARGE FOR BLUEPRINTS (PLANS & UTILITY MAPS)	EACH	8.00	8.00		
171	ENGINEERING	CHARGE FOR BID DOCUMENTS	EACH	40.00	40.00		
173	ENGINEERING	STORM WATER MANAGEMENT BILLING FEE	PER BILL	5.00	5.00		
174	ENGINEERING	STORM WATER MANAGEMENT HOOKUP FEE FOR SYSTEM AVAILABILITY	EACH	175.00	175.00	5,000 GALLON PER DAY MAXIMUM	
175	ENGINEERING	STORM WATER MANAGEMENT PERMIT APPLICATION FEE	EACH	500.00	500.00		
176	ENGINEERING	STORM WATER MANAGEMENT SYSTEM USE FEE	PER 1,000 GALLONS	0.20	0.20		
177	ENGINEERING	REPLACE/ INSTALL RESIDENTIAL DRIVEWAY IN RIGHT OF WAY	EACH UNIT	25.00	25.00	SIDEWALK/DRIVE APPROACHES, LANDSCAPING	
178	ENGINEERING	UTILITY ANNUAL PERMIT FEE	EACH	1,750.00	1,750.00		
180	ENGINEERING	UTILITY CUT PERMIT FEE	UNIT	20.00	20.00		
181	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT <4 YEARSOLD)	SQUARE YARD	100.00	100.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE	
182	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT 4-9 YEARSOLD)	SQUARE YARD	75.00	75.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE	
183	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT >10 YEARSOLD)	SQUARE YARD	50.00	50.00	FEES ADJUSTED TO REFLECT RESIDUAL VALUE	
185	ENGINEERING	ROAD CLOSURE (EXCLUDING SPECIAL EVENTS)	EACH	25.00	25.00		
186	ENGINEERING	DUMPSTER IN ROAD OR RIGHT OF WAY	EACH	25.00	25.00		
187	ENGINEERING	REPLACE/ INSTALL SIDEWALK IN RIGHT OF WAY	EACH UNIT	25.00	25.00		
188	ENGINEERING	REPLACE/ INSTALL COMMERCIAL DRIVEWAY IN RIGHT OF WAY	EACH UNIT	50.00	50.00		

	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
191	PUBLIC SAFETY - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE	FIRST VIOLATION	50.00	50.00	PLUS HOURLY COST FOR WORK PERFORMED.	
192	PUBLIC SAFETY - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	10.00	10.00	PLUS HOURLY COST FOR WORK PERFORMED. FEE FOR EACH SUBSEQUENT VIOLATIONS INCREMENT $50 (E.G. 2ND VIOLATION = $60; 3RD = $70, ETC	

193	PUBLIC SAFETY - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS	FIRST VIOLATION	90.00	90.00	PLUS HOURLY COST FOR WORK PERFORMED.	
194	PUBLIC SAFETY - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	15.00	15.00	PLUS HOURLY COST FOR WORK PERFORMED. FEE FOR EACH SUBSEQUENT VIOLATIONS INCREMENT $90 (E.G. 2ND VIOLATION = $105; 3RD = $120, ETC	
195	PUBLIC SAFETY - CODE ENFORCEMENT	LATE FEE ON INVOICES OVER 30 DAYS	EACH INVOICE	10.00	10.00		
	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
196	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	0.00	0.00	VACANT LESS THAN ONE YEAR	
197	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	1,000.00	100.00	VACANT 1 YEAR OR MORE (RESIDENTIAL)	-90.00%
198	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	2,000.00	500.00	VACANT 1 YEAR OR MORE (COMMERCIAL)	-75.00%
199	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	4,000.00	500.00	VACANT 1 YEAR OR MORE (INDUSTRIAL)	-87.50%
203	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (31-60 DAYS LATE)	OCCURRENCE	25.00	25.00	NON-REFUNDABLE FEE	
204	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (61-90 DAYS LATE)	OCCURRENCE	35.00	35.00	NON-REFUNDABLE FEE	
205	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION - FORMAL APPEAL FEE	OCCURRENCE	50.00	50.00	NON-REFUNDABLE FEE	
	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
206	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (LONG TERM)	SINGLE UNIT	80.00	100.00	INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE	25.00%
207	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (SHORT TERM)	SINGLE UNIT		100.00	INSPECTIONS FOR SHORT TERM RENTALS	*NEW FEE*
208	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (ANNUAL)	DUPLEX	90.00	90.00	INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE	
209	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - BASE)	3 UNITS	110.00	110.00	INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE	
210	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - PER PARCEL OVER 3)	PER UNIT OVER 3	15.00	15.00	INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE	
211	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW FIRST TIME OR LATE CANCELLATION)	PER UNIT	70.00	70.00	FEE ASSESSED FOR NO-SHOW/LOCK OUT OR LATE CANCELLATION	
212	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE	OCCURRENCE	70.00	70.00	FEE ASSESSED WHEN A 3RD CANCELLATION IS RECEIVED BY CUSTOMER OR AGENT	
213	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE (STARTING WITH 4TH CANCELLATION)	OCCURRENCE	20.00	20.00	ADDED TO BASE CANCELLATION FEE; EACH CANCELLATION INSTANCE WILL CAUSE FEE TO INCREASE BY AN ADDITIONAL $15.00	
214	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW EACH ADDT'L TIME OR LATE CANCELLATION)	PER UNIT	25.00	25.00	ADDED TO BASE NO SHOW FEE; EACH NO SHOW INSTANCE WILL CAUSE INSPECTION FEE TO INCREASE BY AN ADDITIONAL $20.00	
215	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REINSPECTION FEE	PER UNIT	50.00	50.00	FEE TO BE ASSESSED TO PROPERTIES NOT BROUGHT INTO COMPLIANCE AFTER THE FIRST INSPECTION	
216	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REINSPECTION (STARTING WITH 2ND REINSPECTION)	PER UNIT	20.00	20.00	ADDED TO BASE NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL $15.00	
217	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (1ST EXTERIOR ONLY REINSPECTION)	PER UNIT	40.00	40.00	FEE ASSESSED TO PROPERTIES IN COMPLIANCE INTERIOR REQUIREMENTS BUT NOT IN COMPLIANCE WITH EXTERIOR REQUIREMENTS BY FIRST INSPECTION	
218	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (STARTING WITH 2ND EXTERIOR ONLY REINSPECTION)	PER UNIT	20.00	20.00	ADDED TO BASE EXTERIOR NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE EXTERIOR NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL $15.00	
219	PUBLIC SAFETY - RENTAL	LATE FEE FOR NON-PAYMENT OF RENTAL REGISTRATION ANNUAL FEE	EACH PROPERTY VIOLATION	15.00	15.00	FEE CHARGED AFTER 30 DAYS	
220	PUBLIC SAFETY - RENTAL	HOUSING-WARRANT INSPECTION FEE	EACH	150.00	150.00		
221	PUBLIC SAFETY - ENV SERVICES	BOARD UP'S - FIRST 5 BOARDS	PER INSTANCE	40.00	40.00	PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP	
222	PUBLIC SAFETY - ENV SERVICES	BOARD UP'S - 6 OR MORE BOARDS	PER INSTANCE	60.00	60.00	PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP	
223	PUBLIC SAFETY - ENV SERVICES	ADMINISTRATIVE OVERHEAD ON DEMOLITIONS	PER UNIT	20.0%	20.0%	BASED ON THE CONTRACTORS PRICE TO DEMOLISH	
	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
224	FARMERS' MARKET	DAILY - SATURDAY	DAILY	30.00	30.00	SATURDAY ONLY	
225	FARMERS' MARKET	DAILY - WEEKDAY	DAILY	15.00	15.00	WEEKDAYS WITH NO TIERS	
226	FARMERS' MARKET	CORNER STALL-OUTDOOR	MAY-JUNE	372.00	550.00		47.85%
227	FARMERS' MARKET	TIER 1 - REGULAR	MAY-JUNE	342.00	500.00		46.20%
228	FARMERS' MARKET	REGULAR NO PARKING	MAY-JUNE	194.00	400.00		106.19%
235	FARMERS' MARKET	WINTER MARKET-GARAGE DOOR	DAILY	25.00	30.00		20.00%
236	FARMERS' MARKET	WINTER MARKET- SMALL TABLE	DAILY	10.00	20.00		100.00%
237	FARMERS' MARKET	WINTER MARKET	5 MONTHS	400.00	400.00	FEE FOR EXTENDED HOURS AT NEW MARKET	
238	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY A	PER SESSION	250.00	250.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM	
239	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY B	PER SESSION	250.00	250.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM	
240	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY C	PER SESSION	250.00	250.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM	
241	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY D	PER SESSION	100.00	100.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM	
242	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - MARKET STAGE	PER SESSION	50.00	50.00	9:00 AM TO 1:00 PM OR 1:30 PM TO 5:30 PM OR 6:00 PM TO 10:00 PM	
243	FARMERS' MARKET	SNAP/DOUBLE-UP FOOD BUCKS ADMIN FEE	2% OF TRANSACTION	2.0%	2.0%	FEE FOR COST OF TRANSACTION ADMINISTRATION	
244	FARMERS' MARKET KITCHEN	KITCHEN USE - PREP/TABLETOP -REGULAR USER	PER HOUR	12.00	12.00		
245	FARMERS' MARKET KITCHEN	KITCHEN USE - BAKING - REGULAR USER	PER HOUR	15.00	15.00		
246	FARMERS' MARKET KITCHEN	KITCHEN USE - PROCESSING - REGULAR USER	PER HOUR	15.00	15.00		
247	FARMERS' MARKET KITCHEN	KITCHEN USE - CATERING - REGULAR USER	PER HOUR	15.00	15.00		
248	FARMERS' MARKET KITCHEN	KITCHEN DRY STORAGE CAGE - MONTHLY	PER MONTH	20.00	20.00	COOLER/FREEZER STORAGE BY THE SHELF PER MONTH	
249	FARMERS' MARKET KITCHEN	KITCHEN USE - SECURITY DEPOSIT REGULAR USER	PER RENTAL	50.00	50.00	DEPOSIT REFUNDED IF NO DAMAGE, KITCHEN IS CLEANED, EQUIPMENT RETURNED, ETC.	
250	FARMERS' MARKET KITCHEN	KITCHEN USE -APPLICATION FEE FOR REGULAR USER	PER RENTAL	20.00	20.00	INCLUDES ONE KEY CARD	
251	FARMERS' MARKET KITCHEN	KITCHEN USE -OCCASIONAL OR ONE TIME USE	PER HOUR	25.00	25.00		
252	FARMERS' MARKET KITCHEN	KITCHEN USE - SECURITY DEPOSIT OCCASIONAL OR ONE TIME USE	PER RENTAL	100.00	100.00	DEPOSIT REFUNDED IF NO DAMAGE, KITCHEN IS CLEANED, EQUIPMENT RETURNED, ETC	
253	FARMERS' MARKET KITCHEN	KITCHEN USE - APPLICATION FEE OCCASIONAL OR ONE TIME USE	PER RENTAL	20.00	20.00		
254	FARMERS' MARKET KITCHEN	KITCHEN USE - KEY CARD FEE OCCASIONAL OR ONE TIME USE	PER RENTAL	10.00	10.00		
255	FARMERS' MARKET KITCHEN	KITCHEN USE - REPLACEMENT OF ISSUED KEY CARD	PER CARD	25.00	25.00		
256	FARMERS' MARKET KITCHEN	KITCHEN USE - EXTRA KEY	PER CARD	10.00	10.00		
257	FARMERS' MARKET KITCHEN	DEALERS $50/PER YEAR INCREMENTAL MAX $400.00					

258	FARMERS MARKET KITCHEN	CANCELLATION FEE	PER OCCURRENCE	FULL RENTAL RATE		CANCELLATION IS WITHOUT CHARGE IF MADE UP TO SEVEN DAYS IN ADVANCE; LESS THAN 7 DAYS NOTICE CHARGED THE FULL RENTAL RATE	#VALUE!
	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
259	FINANCE	REPLACEMENT OF LOST PAYROLL CHECK	EACH OCCURRENCE	25.00	25.00		
260	FINANCE	COPIES OF CITY BUDGET OR CAFR	EACH	25.00	25.00		
	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
261	FIRE	FIRE REPORT COPY (MAJOR FIRE)	EACH	15.00	15.00		
262	FIRE	FIRE REPORT COPY (REGULAR)	EACH	5.00	5.00		
263	FIRE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	12.00	12.00		
264	FIRE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	15.00	15.00		
265	FIRE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	15.00	15.00		
266	FIRE	INSURANCE ADMINISTRATION ESCROW	EACH INCIDENT	15.00	15.00	PLUS RELATED COURT COSTS	
267	FIRE	FIRE INSPECTION ADDITIONAL VISIT	EACH INCIDENT	20.00	20.00	RE-INSPECTION/REPAIR/COMPLAINT	
268	FIRE	ARSON FIRE RESTITUTION FEE	PER HR ON CALL	50.00	50.00	PLUS RELATED COURT COSTS	
269	FIRE	FALSE ALARM FEE	PER HR ON CALL	30.00	30.00	AFTER 3RD FALSE ALARM IN ONE YEAR	
270	FIRE	WILLFUL NEGLIGENCE FIRE FEE	PER HR ON CALL	25.00	25.00		
271	FIRE	CONFINED SPACE RESCUE FEE	PER HR ON CALL	100.00	100.00		
272	FIRE	ICE RESCUE CALL	PER HR ON CALL	20.00	60.00		200.00%
273	FIRE	DOWNED POWER LINE	PER HR	60.00	60.00	AFTER FIRST FIFTEEN MINUTES, PER HOUR RATE	
274	FIRE	SPECIAL USE PERMITS (PER UFC)	EACH PER YEAR	25.00	25.00		
275	FIRE	STRUCTURE FIRE RESPONSE	EACH	500.00	500.00	CHARGED TO OWNER'S INSURANCE (RESIDENTAL / COMMERCIAL)	
276	FIRE	PI ACCIDENT RESPONSE	PER HR	FULL RENTAL RATE	60.00	CHARGED TO AT FAULT DRIVER'S AUTO INSURANCE COMPANY	
	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
277	FLEA MARKET	DEALERS SPACE - CORNER COVERED SPACE	DAILY	25.00	25.00		
278	FLEA MARKET	DEALERS SPACE - 10 x 15 COVERED SPACE	DAILY	25.00	25.00		
279	FLEA MARKET	DEALERS SPACE - 10 x 30 ASHPHALT SPACE	DAILY	15.00	15.00		
	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
280	INCOME TAX	DELINQUENT PAYMENT AGREEMENT ADMINISTRATION FEE	EACH	15.00	15.00	PLUS RELATED PENALTIES & INTEREST	
	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
281	PUBLIC SAFETY - BUILDING	BUILDING CONTRACTOR REGISTRATION FEE	EACH	15.00	15.00		
282	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (COMMERCIAL)	EACH	25% of Value; Min $120.00	25% of Value; Min $120.00		
283	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (GARAGE)	EACH	60.00	60.00		
284	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (RESIDENTIAL)	EACH	120.00	120.00		
285	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($1-$1,000 VALUE)	EACH	55.00	55.00		
286	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($1,001-$2,000 VALUE)	BASE	55.00	55.00		
287	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($1,000-$2,000 VALUE)	EACH ADDITIONAL $100	3.50	3.50		
288	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($2,001-$25,000 VALUE)	BASE	92.75	92.75		
289	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($2,001-$25,000 VALUE)	EACH ADDITIONAL $1,000	15.38	15.38		
290	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($25,001-$50,000 VALUE)	BASE	463.00	463.00		
291	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($25,001-$50,000 VALUE)	EACH ADDITIONAL $1,000	11.50	11.50		
292	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($50,001-$100,000 VALUE)	BASE	753.00	753.00		
293	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($50,001-$100,000 VALUE)	EACH ADDITIONAL $1,000	8.00	8.00		
294	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($100,001-$500,000 VALUE)	BASE	1,150.00	1,150.00		
295	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($100,001-$500,000 VALUE)	EACH ADDITIONAL $1,000	6.40	6.40		
296	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($500,001-$1,000,000 VALUE)	BASE	3,731.00	3,731.00		
297	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES ($500,001-$1,000,000 VALUE)	EACH ADDITIONAL $1,000	5.45	5.45		
298	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (OVER $1,000,000 VALUE)	BASE	6,449.00	6,449.00		
299	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (OVER $1,000,000 VALUE)	EACH ADDITIONAL $1,000	4.15	4.15		
300	PUBLIC SAFETY - BUILDING	BUILDING PERMIT (INSPECTION-SPECIAL. REINSPECTION, ETC.)	PER HOUR	65.00	65.00	REMOVED MINIMUM 2 HOURS	
301	PUBLIC SAFETY - BUILDING	BUILDING PERMIT (PRE-MANUFACTURED RESIDENTIAL STRUCTURE)	EACH	50.00%	50.00%	OF REGULAR BUILDING PERMIT FEE	
302	PUBLIC SAFETY - BUILDING	BUILDING PLAN REVIEW FEE (INCL FIRE REVIEW)	PERMIT FEE	65.00%	65.00%	OF APPLICABLE PERMIT FEE	
303	PUBLIC SAFETY - BUILDING	CONSTRUCTION BOARD OF APPEALS APPLICATION FEE	EACH	500.00	500.00		
304	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (BASE PERMIT)	BASE	65.00	65.00		
305	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (BASEBOARD HEAT UNITS)	EACH	9.00	9.00		
306	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (CIRCUITS)	EACH	6.00	6.00		
307	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (DISHWASHER)	EACH	9.00	9.00		
308	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (ENERGY RETROFIT/TEMP CONTROL)	EACH	45.00	45.00		
309	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FEEDERS, BUS DUCTS, ETC.)	EACH 50'	9.00	9.00		
310	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 1-10 DEVICES)	EACH	75.00	75.00		
311	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 11-20 DEVICES)	EACH	150.00	150.00		
312	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM EA. STATION OVER 20 DEV)	EACH DEVICE	8.00	8.00		
313	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FURNACE-UNIT HEATER)	EACH	9.00	9.00		
314	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-ADDITIONAL)	PER HOUR	45.00	45.00	MINIMUM 1 HOUR	
315	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-FINAL)	EACH	45.00	45.00		

316	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-HOURLY FEE)	HOUR	60.00	60.00	MINIMUM 1 HOUR	
317	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	HOUR	50.00	50.00	MINIMUM 1 HOUR	
318	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA OR HP UP TO 20)	EACH	9.00	9.00		
319	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA & HP 21 TO 50)	EACH	15.00	15.00		
320	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA & HP 50 AND OVER)	EACH	18.00	18.00		
321	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (LIGHTING FIXTURES-PER 25)	EACH	10.00	10.00		
322	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (METER INSPECTION/POWER TURN-ON)	EACH	45.00	45.00		
323	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (MOBILE HOME SITE)	EACH	9.00	9.00		
324	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (POWER OUTLETS-INC RANGES, DRYERS)	EACH	10.00	10.00		
325	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (RECREATIONAL VEHICLE SITE)	EACH	8.00	8.00		
326	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 0 TO 200 AMP)	EACH	15.00	15.00		
327	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 201 TO 600 AMP)	EACH	20.00	20.00		
328	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 601 TO 800 AMP)	EACH	23.00	23.00		
329	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 801 TO 1200 AMP)	EACH	30.00	30.00		
330	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES OVER 1200 AMP/GFI ONLY)	EACH	50.00	50.00		
331	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS LETTER)	EACH	15.00	15.00		
332	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS NEON)	EACH 25'	2.00	2.00		
333	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS UNIT)	EACH	10.00	10.00		
334	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SPECIAL CONDUIT/GROUNDING)	EACH	45.00	45.00		
335	PUBLIC SAFETY - BUILDING	ELECTRICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	OF APPLICABLE PERMIT FEE	
336	PUBLIC SAFETY - BUILDING	FIRE ALARM PLAN REVIEW FEE	EACH	25.00%	25.00%	OF PERMIT FEE FOR ANY SYSTEM OVER 10 DEVICES	
337	PUBLIC SAFETY - BUILDING	GARAGE MOVING FEE	EACH	200.00	200.00		
338	PUBLIC SAFETY - BUILDING	BUILDING MOVING FEE (EXCEPT GARAGE)	EACH	500.00	500.00		
339	PUBLIC SAFETY - BUILDING	LIQUOR LICENSE INSPECTION FEE	EACH	80.00	80.00		
340	PUBLIC SAFETY - BUILDING	LIQUOR LICENSE RE-INSPECTION FEE	EACH	50.00	50.00		
341	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-COMMERCIAL HOODS)	EACH	20.00	20.00		
342	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-OVER 10,000 CFM)	EACH	60.00	60.00		
343	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-RES BATH & KITCHEN)	EACH	5.00	5.00		
344	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-UNDER 10,000 CFM)	EACH	20.00	20.00		
345	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-CHILLER)	EACH	30.00	30.00		
346	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COMPRESSOR)	EACH	30.00	30.00		
347	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COOLING TOWERS)	EACH	30.00	30.00		
348	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-EVAPORATOR COILS)	EACH	30.00	30.00		
349	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-REFRIGERATION SPLIT SYSTEM)	EACH	30.00	30.00		
350	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (BASE PERMIT)	EACH	65.00	65.00		
351	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/DUCT)	PER FOOT	0.10	0.10	$25.00 MINIMUM FEE	
352	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/PIPING)	PER FOOT	0.10	0.10	$25.00 MINIMUM FEE	
353	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/RESTAURANT HOODS)	EACH	150.00	150.00		
354	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/SPRINKLER HEADS)	PER HEAD	0.75	0.75	$20.00 MINIMUM FEE	
355	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEAT RECOVERY UNITS/THRU-WALL FAN COILS)	EACH	10.00	10.00		
356	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-BOILER CONTROLS, PUMPS)	EACH	10.00	10.00		
357	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-BOILERS)	EACH	30.00	30.00		
358	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-CHIMNEY, FACTORY BUILT)	EACH	25.00	25.00		
359	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-FLUE/VENT DAMPER)	EACH	8.00	8.00		
360	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS FIRE PLACES)	EACH	20.00	20.00		
361	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPE TESTING NEW SERVICE)	EACH	45.00	45.00		
362	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPING EACH OPENING)	EACH	5.00	5.00		
363	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS/OIL BURNING EQUIPMENT)	EACH	30.00	30.00		
364	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS COMMERCIAL)	EACH	30.00	30.00		
365	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00		
366	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00		
367	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL A/C)	EACH	30.00	30.00		
368	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL SYSTEM)	EACH	50.00	50.00		
369	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-SOLAR, SET OF 3 PANELS)	EACH	20.00	20.00		
370	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-SOLID FUEL EQUIPMENT COMPLETE)	EACH	30.00	30.00		
371	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-WATER HEATER)	EACH	10.00	10.00		
372	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HUMIDIFIERS)	EACH	10.00	10.00		
373	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-ADDITIONAL)	EACH	45.00	45.00		
374	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-FINAL)	EACH	45.00	45.00		
375	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-HOURLY RATE)	EACH	60.00	60.00		
376	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	EACH	50.00	50.00		
377	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-TURN ON GAS)	EACH	45.00	45.00		
378	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 1-4 OUTLETS)	EACH	5.00	5.00		
379	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 5+ MORE OUTLETS)	PER OUTLET	1.00	1.00		
380	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 1-4 OUTLETS)	EACH	2.00	2.00		

381	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 5+ OUTLETS)	PER OUTLET	0.50	0.50		
382	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (ROOFTOP HVAC UNIT)	EACH	60.00	60.00		
383	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (TANKS-ABOVEGROUND)	EACH	20.00	20.00		
384	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (TANKS-UNDERGROUND)	EACH	25.00	25.00		
385	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (UNIT HEATERS/TERMINAL UNITS)	EACH	15.00	15.00		
386	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (UNIT VENTILATORS)	EACH	10.00	10.00		
387	PUBLIC SAFETY - BUILDING	MECHANICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	OF APPLICABLE PERMIT FEE	
388	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (BASE PERMIT)	EACH	65.00	65.00		
389	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (CONNECTION BLDG. DRAIN; SEWERS AT STREET)	EACH	9.00	9.00		
390	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (FIXTURES, FLOOR DRAINS, LAB DEVICES)	EACH	9.00	9.00		
391	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION ADDITIONAL)	EACH	45.00	45.00		
392	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION FINAL)	EACH	45.00	45.00		
393	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION HOURLY FEE)	EACH	60.00	60.00	MINIMUM TWO HOURS	
394	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION SPECIAL/SAFETY)	EACH	50.00	50.00		
395	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (MANHOLES-CATCHBASINS)	EACH	10.00	10.00		
396	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (MEDICAL GAS INSTALLATION)	PER OUTLET	8.00	8.00		
397	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER 1/4" TO 2")	EACH	10.00	10.00		
398	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER OVER 2")	EACH	20.00	20.00		
399	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWAGE SUMPS & EJECTORS)	EACH	10.00	10.00		
400	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM OVER 6")	EACH	25.00	25.00		
401	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM UNDER 6")	EACH	10.00	10.00		
402	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (STACKS, VENTS, CONDUCTORS)	EACH	6.00	6.00		
403	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SUB-SOIL DRAINS)	EACH	9.00	9.00		
404	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/2")	EACH	30.00	30.00		
405	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/4")	EACH	23.00	23.00		
406	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1")	EACH	15.00	15.00		
407	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--2")	EACH	38.00	38.00		
408	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--3/4")	EACH	8.00	8.00		
409	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--OVER 2")	EACH	45.00	45.00		
410	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE 2" TO 6")	EACH	25.00	25.00		
411	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE LESS THAN 2")	EACH	10.00	10.00		
412	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE OVER 6")	EACH	50.00	50.00		
413	PUBLIC SAFETY - BUILDING	PLUMBING PLAN REVIEW FEE	EACH	25.00%	25.00%	OF APPLICABLE PERMIT FEE	
414	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (GREASE TRAP INSPECTION)	EACH	45.00	45.00		
415	PUBLIC SAFETY - BUILDING	PROPERTY MAINTENANCE CODE APPEAL APPLICATION FEE	EACH	100.00	100.00		
416	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (RE-ROOF OVER OLD ROOF/1LAYERS MAX)	PER SQUARE	150.00	150.00		
417	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (STRIP THEN RE-ROOF)	PER SQUARE	250.00	250.00		
418	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (STRIP, RE-SHEET, THEN RE-ROOF)	PER SQUARE	300.00	300.00		
419	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	1 - 10 Outlets	50.00	50.00		
420	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	11 - 20 Outlets	100.00	100.00		
421	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	Over 20 Outlets - Per Outlet	2.00	2.00		

	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
422	MARINA	30 FOOT SLIP	EACH	2,310.00	2,310.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	
423	MARINA	40 FOOT SLIP	EACH	3,080.00	3,080.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	
424	MARINA	60 FOOT SLIP	EACH	4,080.00	4,080.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	
426	MARINA	HARD ACCESS (SLIPS 37-46, 69) UNDER 27' ONLY	EACH	1,800.00	1,800.00		
427	MARINA	CLASS A MOORING	EACH	583.00	583.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	
429	MARINA	DAILY LAUNCH RAMP	EACH	10.00	10.00		
430	MARINA	SEASONAL LAUNCH RAMP STICKER	RESIDENT	50.00	50.00		
431	MARINA	SEASONAL LAUNCH RAMP STICKER	NON-RESIDENT	70.00	70.00		
432	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	RESIDENT	30.00	30.00		
433	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	NON-RESIDENT	45.00	45.00		
434	MARINA	END OF SEASON LAUNCH RAMP PERMIT	EACH	30.00	30.00	SOLD AFTER SEPTEMBER 15	
435	MARINA	SMALL BOAT BASIN	EACH	995.00	995.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY JANUARY 31ST	
440	MARINA	TRAILER STORAGE	EACH	80.00	80.00		
442	MARINA	END OF SEASON LATE REMOVAL FEE	PER DAY MINIMUM	32.00	32.00	MINIMUM - FEE CHARGED BASED ON TRANSIENT VESSEL RATES (VESSEL LENGTH) PER STATE DNR	
443	MARINA	SHOPPERS DOCK	EACH	10.00	10.00	$10 PER 3 HOURS, 35' DOCKS ONLY	

	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
447	PLANNING	PRECINCT MAPS (LARGE)	EACH	30.00	30.00		
448	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	130.00	130.00	HARD COPY	
449	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	35.00	35.00	HARD COPY	
450	PLANNING	DOWNTOWN PLAN COPY	EACH	30.00	30.00	HARD COPY	
451	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	15.00	15.00	PROVIDED ON CD	
452	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	15.00	15.00	PROVIDED ON CD	
453	PLANNING	DOWNTOWN PLAN COPY	EACH	15.00	15.00	PROVIDED ON CD	
454	PLANNING	OPRA, COMMERCIAL REHAB, COMMERCIAL REDEVELOPMENT	EACH	1,200.00	1,200.00		
456	PLANNING	NEZ APPLICATION FEE	EACH	50.00	50.00		
457	PLANNING	IFT/CFT APPLICATION FEE	EACH	2,000.00	2,000.00	FLAT FEE ONLY	
458	PLANNING	IFT/CFT/OPRA/COMMERCIAL REHAB DISTRICT ESTABLISHMENT IF ON A SEPARATE MEETING FROM CERTIFICATE	EACH	500.00	500.00		

461	PLANNING	GROUNDWATER ORDINANCE APPLICATION FEE	EACH	1,000.00	1,000.00		
462	PLANNING	BROWNFIELD DEVELOPMENT APPLICATION FEE	EACH	5,000.00	5,000.00	IF TAX CAPTURE FEE BASED ON ACTUAL COSTS	
463	PLANNING	PARKS AND RECREATION PLAN	EACH	30.00	30.00	HARD COPY	
464	PLANNING	DOWNTOWN RESIDENTIAL PARKING PASS	EACH		50.00		*NEW FEE*
465	PLANNING	PARKS AND RECREATION PLAN	EACH	15.00	15.00	CD	

	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
466	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (EACH ADDITIONAL PAGE)	EACH	0.25	0.25		
467	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (FIRST PAGE)	EACH	5.50	5.50		
468	POLICE	BIKE REGISTRATION (CHANGE OWNERSHIP)	EACH	2.00	2.00		
469	POLICE	BIKE REGISTRATION (DUPLICATE)	EACH	1.00	1.00		
470	POLICE	BIKE REGISTRATION (ENGRAVING)	EACH	0.00	0.00	NO CHARGE	
471	POLICE	BIKE REGISTRATION (NEW)	EACH	2.00	2.00		
472	POLICE	CITATION COPY	EACH	5.50	5.50		
473	POLICE	FALSE ALARM FEE (4TH IN YEAR)	EACH	30.00	30.00		
474	POLICE	FALSE ALARM FEE (5TH IN YEAR)	EACH	60.00	60.00		
475	POLICE	FALSE ALARM FEE (6TH OR MORE IN YEAR)	EACH	75.00	75.00		
476	POLICE	LICENSE TO PURCHASE FEE	EACH	6.00	6.00	INCLUDES $1.00 COST TO PROVIDE OWNER COPY OF INFORMATION AND $5.00 NOTARY FEE	
477	POLICE	LIQUOR - SPECIAL LICENSE - NEW EVENT (45 DAYS PRIOR TO EVENT)	EACH	150.00	150.00		
478	POLICE	LIQUOR - SPECIAL LICENSE - RETURN EVENT, OUTSIDE CITY RATE (45 DAYS PRIOR TO EVENT)	EACH	125.00	125.00		
479	POLICE	LIQUOR - SPECIAL LICENSE - RETURN EVENT, IN CITY RATE (45 DAYS PRIOR TO EVENT)	EACH	75.00	75.00		
480	POLICE	LIQUOR - SPECIAL LICENSE (15 - 44 DAYS PRIOR TO EVENT) (ALL)	EACH	250.00	250.00		
481	POLICE	LIQUOR - SPECIAL LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED		
482	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (45 DAYS PRIOR TO EVENT)	EACH	40.00	40.00		
483	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (15 - 44 DAYS PRIOR TO EVENT)	EACH	60.00	60.00		
484	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED		
485	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (45 DAYS PRIOR TO EVENT)	EACH	40.00	40.00		
486	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (15 - 44 DAYS PRIOR TO EVENT) (ALL)	EACH	60.00	60.00		
487	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED		
488	POLICE	OUIL COST RECOVERY FEE	EACH	ACTUAL COSTS	ACTUAL COSTS		
489	POLICE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	15.00	15.00		
490	POLICE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	10.00	10.00		
491	POLICE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	5.00	5.00		
492	POLICE	PRELIMINARY BREATH TEST	EACH	5.00	5.00	FOR COURT/PROBATION ORDERED TEST	
493	POLICE	VIN INSPECTION	EACH	30.00	30.00		
494	POLICE	VEHICLE IMPOUND FEE	EACH	55.00	55.00		
495	POLICE	VEHICLE IMPOUND FEE (COURT-ORDERED)	EVERY 30 DAYS	55.00	55.00		
496	POLICE	BILL OF SALE PAPERWORK FROM AUCTION REDO	EACH	50.00	50.00		
497	POLICE	PAPER DRIVERS LICENSE FOR OUIL ARREST	EACH	10.00	10.00		
498	POLICE	TEMPORARY LICENSE PAPER PLATE	EACH	10.00	10.00		

	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
499	SPECIAL EVENTS	PARKS (WOOD SNOW FENCE RENTAL)	EACH	30.00	30.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED	
500	SPECIAL EVENTS	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED	
501	SPECIAL EVENTS	CITY SERVICES RENTAL OF POSTS	EACH POST	3.00	3.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED	
502	SPECIAL EVENTS	CITY SERVICES (PICNIC TABLES)	EACH	10.00	10.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR ($60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED	
503	SPECIAL EVENTS	FILM & MUSIC EVENTS ADMINISTRATION FEE	EACH	50.00	50.00		
504	SPECIAL EVENTS	SPEICAL EVENTS HYDRANT USAGE	PER HYDRANT	100.00	100.00	THIS RATE INCLUDES INSTALLATION/REMOVAL AND TESTING	
505	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR PEAK SEASON EVENTS (4/15-9/30) SUBMITTED AT LEAST 60 DAYS PRIOR TO DATE OF EVENT	EACH	100.00	100.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.	
506	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR PEAK SEASON EVENTS (4/15-9/30) SUBMITTED 45-59 DAYS PRIOR TO DATE OF EVENT	EACH	250.00	250.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.	
507	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR PEAK SEASON EVENTS (4/15-9/30) SUBMITTED 30-44 DAYS PRIOR TO DATE OF EVENT	EACH	400.00	400.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.	
508	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED AT LEAST 60 DAYS PRIOR TO DATE OF EVENT	EACH	50.00	100.00		100.00%
509	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED 45-59 DAYS PRIOR TO DATE OF EVENT	EACH	200.00	200.00		
510	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED 30-44DAYS PRIOR TO DATE OF EVENT	EACH	300.00	300.00		

511	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED LESS THAN 30 DAYS PRIOR TO DATE OF EVENT	EACH	500.00	400.00		-20.00%
512	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - STRAIGHT TIME)	PER HOUR	40.00	40.00		
513	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - 1.5 OVERTIME)	PER HOUR	60.00	60.00		
514	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - TRIPLE OVERTIME)	PER HOUR	120.00	120.00		
515	SPECIAL EVENTS	PLASTIC TRASH BAGS (1 CASE)	EACH		40.00		*NEW FEE*
516	SPECIAL EVENTS	HACKLEY PARK USE FEE	VARIABLE $100/HR $500/DAY MAX				
517	SPECIAL EVENTS	CITY SERVICES TRUCK/TRAILER RENTAL MAY BE CHARGED TRANSPORTATION OF BARRICADES, CONES, TABLES & ETC	PER HOUR		60.00		*NEW FEE*
518	SPECIAL EVENTS	HACKLEY PARK STAGE FEE-IF ONLY USING STAGE AREA	EACH		50.00		*NEW FEE*
519	SPECIAL EVENTS	HARBOUR TOWNE BEACH USER FEE	PER EVENT		1,500.00		*NEW FEE*
520	SPECIAL EVENTS	TRAIL BICYCLE/WALKING PATHS	PER EVENT		200.00		*NEW FEE*

	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
521	TREASURER	DUPLICATE TAX BILL COPY (COMPUTER PRINTOUT)	EACH	2.00	2.00		
522	TREASURER	PROPERTY TAX PROJECTION/ESTIMATE LETTER	EACH	20.00	20.00		
523	TREASURER	NSF CHECK/NSF ACH HANDLING CHARGE	EACH	35.00	35.00		
524	TREASURER	TAX RECEIPT INQUIRY (LESS THAN 3 YEARS OLD)	EACH	3.00	3.00		
525	TREASURER	TAX RECEIPT INQUIRY (MORE THAN 3 YEARS OLD)	EACH	3.00	3.00		
526	TREASURER	TRANSACTION SERVICE FEE (PAYMENTS MADE AT WINDOWW/O BILL)	EACH	2.00	2.00		
527	TREASURER	TRANSACTION ADMINISTRATIVE FEE (CREDIT CARD PAYMENTS BY PHONE)	EACH	5.00	5.00		
528	TREASURER	PETTY CASH NUISANCE FEE (FAILURE TO RETURN RECEIPTS IN TIMELY FASHION)	EACH	5.00	5.00		
529	TREASURER	PROPERTY TAX ROLL ON CD-ROM OR ELECTRONIC FILE	EACH	125.00	125.00		
530	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (PERFORMED BY CITY STAFF)	EACH	35.00	35.00	PAYMENT IN ADVANCE W/CREDIT CARD REQUIRED	
531	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (SELF-HELP INTERNET LOOKUP)	EACH	20.00	20.00		
532	TREASURER	PENALTY ASSESSMENT ON DELINQUENT TAXES	EACH	3.0%	3.0%		
533	TREASURER	PROPERTY TAX ADMINISTRATION FEE (PTAF)	EACH	1.0%	1.0%		
534	TREASURER	LANDLORD'S AFFIDAVIT FILING	EACH	500.00	500.00		
535	TREASURER	CREDIT CARD CONVENIENCE FEE	EACH	3.0% WITH $2.00 MINIMUM	3.0% WITH $2.00 MINIMUM	$2.00 FLAT FEE PER TRANSACTION OF $1.00 TO $65.00 AND 3% FEE PER TRANSACTION OF $65.01 AND GREATER	

	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
536	WATER FILTRATION	WATER TEST SAMPLE	PER SAMPLE	80.00	80.00	COVERS STAFF TIME AND LAB WORK	
537	WATER-SEWER	DELINQUENT PAYMENT PENALTY	PAST DUE BALANCE	10.00%	10.00%		
538	WATER-SEWER	DELINQUENT PAYMENT PENALTY (TAX LIEN FEE)	PAST DUE BALANCE	GREATER OF 20% OR $25.00	GREATER OF 20% OR $25.00		
539	WATER-SEWER	HYDRANT SERVICE (MAXIMUM 30 DAY) CONNECTION CHARGE	EACH	50.00	50.00	$400.00 REFUNDABLE DEPOSIT ALSO REQUIRED	
540	WATER-SEWER	INSTALLATION OF STUB LINE TO PROPERTY LINE (SEWER PERMIT)	EACH	1,200.00	1,200.00	INCLUDES REPAIR AND POSSIBLE REPLACEMENT OF SERVICE	
541	WATER-SEWER	METER REPLACEMENT AT OWNER'S REQUEST	EACH	ACTUAL COSTS	ACTUAL COSTS		
542	WATER-SEWER	METER RESET AT OWNER'S REQUEST	EACH	35.00	35.00		
543	WATER-SEWER	METER TEST	EACH	35.00	35.00		
544	WATER-SEWER	MISSED METER APPOINTMENT	EACH	25.00	25.00		
545	WATER-SEWER	TEMPORARY (MINIMUM 30 DAY) SERVICE	EACH	25.00	25.00		
546	WATER-SEWER	THAWING WATER/SEWER LINE	EACH	200.00	200.00	FIRST VISIT IS FREE - FEE CHARGED PER VISIT AFTER FIRST ONE EACH SEASON	
547	WATER-SEWER	TURN ON CHARGE (AFTER HOURS)	EACH	100.00	100.00	CALL IN MINIMUM 3 HOURS	
548	WATER-SEWER	TURN ON CHARGE (REGULAR HOURS)	EACH	40.00	40.00		
549	WATER-SEWER	TURN ON CHARGE (SEASONAL USE)	EACH	12.50	12.50		
550	WATER-SEWER	TURN ON CHARGE (MISSED APPOINTMENT - SAME DAY TURN ON)	EACH	40.00	40.00		
551	WATER-SEWER	TV SEWER LATERAL	EACH	100.00	100.00	FEE APPLIED TO SEWER PERMIT IF PROBLEM IS IN THE CITY'S PORTION OF SYSTEM	
552	WATER-SEWER	UNAUTHORIZED WATER USE OR TAMPERING (MINIMUM CHARGE)	EACH	200.00	200.00		
553	WATER-SEWER	UNAUTHORIZED WATER USE (ADDITIONAL CHARGE FOR CONT'D USE)	PER DAY	20.00	20.00		
554	WATER-SEWER	BACKFLOW PREVENTER DEVICE REGISTRATION/AUDIT FEE	ANNUAL FEE-EACH DEVICE	10.00	10.00		
555	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 5/8" OR 3/4"	EACH	1,500.00	1,500.00		
556	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 1"	EACH	2,500.00	2,500.00		
557	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 1-1/4" OR 1-1/2"	EACH	4,500.00	4,500.00		
558	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 2"	EACH	7,300.00	7,300.00		
559	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 3"	EACH	12,800.00	12,800.00		
560	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 4"	EACH	20,000.00	20,000.00		
561	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - 6"	EACH	40,000.00	40,000.00		
562	WATER-SEWER	WATER SERVICE TRUNKAGE FEE - GREATER THAN 6"	EACH	VARIABLE	VARIABLE	BASED ON CALCULATED CAPACITY	VARIABLE
563	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 2"	EACH	0.00	0.00	TIME & MATERIALS BASIS	
564	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 4"	EACH	7,300.00	7,300.00	TIME & MATERIALS BASIS	
565	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 6"	EACH	12,800.00	12,800.00	TIME & MATERIALS BASIS	
566	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 8"	EACH	20,000.00	20,000.00	TIME & MATERIALS BASIS	
567	WATER-SEWER	FIRELINE SERVICE TRUNKAGE FEE 12"	EACH	40,000.00	40,000.00	TIME & MATERIALS BASIS	
568	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 5/8" OR 3/4"	EACH	1,500.00	1,500.00		
569	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 1"	EACH	2,500.00	2,500.00		
570	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 1-1/4" OR 1-1/2"	EACH	4,500.00	4,500.00		
571	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 2"	EACH	7,300.00	7,300.00		
572	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 3"	EACH	12,800.00	12,800.00		
573	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 4"	EACH	20,000.00	20,000.00		
574	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - 6"	EACH	40,000.00	40,000.00		
575	WATER-SEWER	SEWER SERVICE TRUNKAGE FEE - GREATER THAN 6"	EACH	VARIABLE	VARIABLE	BASED ON CALCULATED CAPACITY	VARIABLE
576	WATER-SEWER	STORM WATER CROSS CONNECTION SEWER TREATMENT CHARGE	PER DAY	0.00	0.00		
577	WATER-SEWER	LARGE WATERMAIN TAPS	EACH	300.00	300.00	PLUS TIME &MATERIALS	

578	WATER-SEWER	SMALL WATER TAPS	EACH	100.00	100.00	SMALL TAP FEE UP TO AND INCLUDING 2' WATER SERVICE	
579	WATER-SEWER	RESIDENTIAL FLAT RATE SEWER CHARGE	MONTH	39.64	Variable	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER	BASED ON SEWAGE RATE
580	WATER-SEWER	COMMERCIAL FLAT RATE SEWER CHARGE	MONTH	49.55	Variable	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER	BASED ON SEWAGE RATE
	DEPARTMENT	DESCRIPTION	UNIT	2020 FEES	2021 FEES	COMMENTS	CHANGE (IN PERCENTAGE)
581	ZONING	SPECIAL MEETING FEE (PLANNING, ZBA)	PER REQUEST	500.00	500.00		
582	ZONING	FENCE PERMIT FEE	EACH	30.00	30.00		
583	ZONING	LOT SPLIT REVIEW	EACH	30.00	30.00		
584	ZONING	ZONING, GIS MAPS (UP TO 17" x 24")	EACH	15.00	15.00		
585	ZONING	ZONING, GIS MAPS (17" x 24" TO 34" x 44")	EACH	25.00	25.00		
586	ZONING	PLANNED UNIT DEVELOPMENT (PUD)	EACH	0.00	0.00		
587	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - PRELIMINARY	EACH	500.00	600.00		20.00%
588	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - FINAL	EACH	500.00	600.00		20.00%
589	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - AMENDMENT	EACH	500.00	500.00		
590	ZONING	SIDEWALK BENCH ENCROACHMENT	PER BENCH PER MONTH	5.00	5.00		
591	ZONING	SITE PLAN REVIEW FEE - MINOR	EACH	200.00	200.00		
592	ZONING	SITE PLAN REVIEW FEE - MAJOR	EACH	400.00	400.00		
593	ZONING	PLANNING COMMISSION REVIEW	EACH	500.00	600.00		20.00%
594	ZONING	SPECIAL USE PERMIT	EACH	500.00	600.00		20.00%
595	ZONING	ALLEY OR STREET VACATION	EACH	500.00	600.00		20.00%
596	ZONING	ZONING COMPLIANCE LETTER	EACH	30.00	30.00		
597	ZONING	ZONE CHANGE	EACH	500.00	600.00		20.00%
598	ZONING	ZONING BOARD OF APPEALS APPLICATION / ORDINANCE INTERPRETAION - COMMERCIAL	EACH	400.00	400.00	COMMERCIAL/INDUSTRIAL ONLY	
599	ZONING	ZONING BOARD OF APPEALS APPLICATION / ORDINANCE INTERPRETAION - RESIDENTIAL	EACH	200.00	300.00	RESIDENTIAL ONLY	50.00%
600	ZONING	ZONING - AMENDMENT TO THE ORDINANCE	EACH	500.00	600.00		20.00%
601	ZONING	ZONING ORDINANCE COPY	EACH	25.00	25.00		
602	ZONING	ZONING ORDINANCE COPY W/ MAP	EACH	45.00	45.00		
603	WESTERN MARKET	APPLICATION FEE	EACH	25.00	25.00		
596	WESTERN MARKET	DEPOSIT-REFUNDABLE	EACH	150.00	150.00		
597	WESTERN MARKET	EXTRA ELECTRICITY	EACH UNIT	50.00	50.00		
598	WESTERN MARKET	USER FEE 90 SQUARE FEET	EACH SEASON	1,325.00	1,325.00		
599	WESTERN MARKET	USER FEE 90 SQUARE FEET	EACH SEASON	1,750.00	1,750.00		
600	WESTERN MARKET	USER FEE 90 SQUARE FEET	EACH SEASON	2,125.00	2,125.00		
		NR * = FEES APPLICABLE TO NON-RESIDENTS OF THE CITY					

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4-13-2021	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. 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.

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 APPLICATON 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 13th 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. PKT Twelve, Inc dba Smash Wine Bar & Bistro.
   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 13, 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

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: ____________
Request ID: ____________
(For MLCC Use Only)

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: PKT Twelve, Inc. d/b/a Smash Wine Bar & Bistro		
Address: 425 W. Western Ave., Suite 200		
City: Muskegon	State: MI	Zip Code: 49440
Contact Name: Rick Cornell	Phone: 231-332-4112	Email: rick@muskegonfoundation.org

Part 2 - Required Documents & Fees

☐ Local Governmental Unit Approval
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)

☐ $70.00 Inspection Fee *(MLCC Fee Code 4036)*

☐ $250.00 Social District Permit Fee *(MLCC Fee Code 4081)*

TOTAL DUE: ________

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.

Todd M. Jacobs, President
Print Name of Licensee & Title

[signature]
Signature of Licensee

3-25-2021
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

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Muskegon Public Schools
Submitted By: Oneata Bailey	Department: CNS

Brief Summary: To approve the Muskegon Public Schools Recreation Grant Agreement.

Detailed Summary:

The Muskegon Public Schools Youth Grant provides Core Values and Life Skills to boys and girls though 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
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion:

Approve the Muskegon Public Schools Youth Recreation Grant Agreement.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

2020 City of Muskegon Youth Recreation Grant
Application Criteria

Applicant: ______________
Date Received: ______________

Sponsor: City of Muskegon CNS Department

Deadline: **July 12, 2020**

Purpose: Integral to the City of Muskegon ("City") Mission Statement is to "Foster Opportunities for City Youth". To help ensure this mission is carried out, the City is offering grants to non-profit institutions, neighborhood groups, religious organizations, and sports leagues to provide recreational opportunities to City youth. Organizations seeking funding should have a specific program that directly impacts the ability of the youth in the City to access recreational activities. Grants may be used for specific programs being created or expanded or for scholarships to low-income youth who otherwise may not be able to participate (e.g., a sport league fee and/or uniform cost). Grants are not awarded to support ongoing general, operating, or administrative expenses. Grants are not awarded to organizations whose projects/activities primarily serve their congregation or existing membership. **Recipients are required to incorporate Core Values/Life Skill Training* into their programming. A training program will be offered for grant recipients at a date to be announced in the future. If your program already includes a Core Values/Life Skill Training aspect and you prefer not to attend the City training session, please indicate which program and training module your program uses.**

Eligibility: To be considered for funding, an applicant must be a nonprofit organization, tax-exempt public school or tax-exempt public agency or religious institution.

Geographic Area: City of Muskegon.

Amount of Funding: $_20,000_____

Application Process: Complete the application and return by mail to: CNS Department 933 Terrace Street, P.O. Box 536, Muskegon, MI 49443-0536 or e-mail to oneata.bailey@shorelinecity.com. Attach additional pages for information, if needed.

For more information contact Oneata Bailey at 231-724-6717.

Grant applications will be evaluated. Applicants will be notified as to whether or not they will receive a grant by July 26, 2020.

* Core Values/Life Skill Training- The City is requesting that you incorporate these training lessons into your program. These lessons are basic life skills that instill certain core values that every productive individual needs in order to lead a successful and contributing life. These values or skills include building self-esteem, problem solving and decision making, and dealing appropriately with anger and abusive behavior. In an effort to ensure all grant recipients have the tools necessary to include these values and skills into their programming, the City of Muskegon will offer a training workshop at a date and time to be announced in the future.

City of Muskegon Youth Recreation Grant - 2020 Application

I. Project /Agency Information

Project Name: ____Muskegon Youth Basketball League________________________

Agency Name: ____20th Century ____

Address of Agency: ___80 W. Southern Ave. Muskegon, MI 49440_______________

____

Purpose of Grant: __To help fund the youth basketball league for young boys and girls in the Muskegon area. Also, we try to run an open gym for a couple of weeks out of the year to give the youth a safe environment to play basketball in the Fall and Spring.

Requesting funds for: __The requested funds will help us buy uniforms, medals, First Aid kits and other equipment needed to run the practices and games for the MYBL. It will also help to pay the support staff, referees and custodial services needed to run the league.

II. Grant Contact Please provide information on the Primary Contact for this grant request.

Contact Name: _Louis Murray & Josh Wall

Contact Phone: _(231)327-1800 / (231)327-0325

Contact E-Mail: __lmurray@mpsk12.net / jwall@mpsk12.net __

III. Program Information Please indicate the area(s) of the City that this program/activity will impact:

The MYBL will service kids from all over the Muskegon area. In the past we've had kids from Muskegon, N. Muskegon, Norton Shores, Muskegon Heights and Ravenna.____________________

Amount Requested: $_20,000.00_ **Total Project Cost:** $______________

Other funds anticipated (grants, donations, fundraising): ______________________________

____

Proposed Start Date: January 2021 **Proposed End Date:** June 2021

How many participants do you expect? 300____ **What age group?** 5-12yrs

Description: Provide a general description of your project or activity, including the services you will provide, how often you will provide them, and when and where you will provide these services. Include a statement describing the end result you are working towards (use an additional sheet of paper, if necessary).

The Muskegon Youth Basketball League is excited to provide and promote safe recreational basketball programs year round for kids and families of all ages. We look to offer seasonal 8 week basketball leagues for boys and girls with each team practicing 3-4 days per week, Gamedays will be held on Saturday, and open gym for families will be held on Sunday from 1-5pm. At Muskegon High School

Project Goals & Objectives: Enter a description of your project goals and objectives. Please include information on how these will be measured.

Muskegon Public Schools mission is to provide the best for every child every day! Our goal is to promote our fundamental core values of respect, physical fitness, integrity and sportsmanship by providing a safe, welcoming environment through weekly activities and weekend events. The MYBL & MPS 21st CCLC Department, event staff, and coaches partnered very closely with the building principals, dean of students, and teachers of each participating school building to ensure that all student athletes are meeting behavior & academic expectations outlined by their respective schools and school districts. Each participating coach is required to undergo a background check and CPR training. Each week teams practice 3-4 days to ensure they are staying active and physically fit. In addition to the open gym events that were held on Sunday afternoons, all league games were held on Saturday mornings/afternoons. On the final day of the league, all players will be awarded with a pizza party and given a medal for their participation and a celebration of sportsmanship.

Core Values/Life Skills: Discuss how you plan to incorporate these values and skills into your program (it is not necessary to have an entire plan outlined- you will learn how to do this at the Workshop, if you do not already have a program that includes these values and skills). Indicate whether you will attend the Workshop offered by the City (and how many people will attend), or if you have your own training that is already incorporated into your program.

This is the MYBL third year in existence. Our fundamental Core Values of respect, physical fitness, integrity and sportsmanship were incorporated throughout our program from start to finish. Focusing on respect and integrity not only helped our program, but it also helped the overall development of our youth. Partnering with various staff members including coaches, principals, deans, teachers, and event staff was key in incorporating integrity and respect as it allowed each child to be upheld to the same level of standards no matter where they were. Although all of our core values are important, physical fitness was encouraged around the clock as players were running back and fourth down the court an average of 5 days per week. Each team practiced 3 days per week, as well participated on gameday which was Saturday, and open gym which was held on Sunday. All players were continuously commended for their outstanding sportsmanship and as a final gesture, they were awarded with a Pizza party and a recognition medal. Watching the Core Values shine through each child was the greatest moment of all.

Will you be attending the workshop? Yes_____ No _X_ If yes, how many? ________________

Partners: List other organizations or partners participating in the project and their roles.

The SportHouse Athletic Center will provide practice time, gym space and staff support.

Optional: Please attach additional files that support this application, such as brochures, photos, past reports.

V. Financial Information. Briefly explain the governance of your organization and the controls that are in place to ensure financial accountability. The three program directors check the budget weekly and we receive a monthly financial report that keeps us up to date on the budget. Before a purchase is made or an invoice is sent in all 3 directors must sign off on it.

BUDGET

	Total Project Expenses**	Funds Requested from City	Notes*
Expenses (identify specifics)--			
Equipment	$ 4,490.35	$	Jerseys, T Shirts, Balls
Supplies	$ 1,496.79	$	Medals, First Aid Kits
Wages	$ 15,860.97	$	Staff, Referees & EnviroClean Janitorial
Insurance	$	$	
Marketing/PR	$	$	
Printing	$	$	
Other	$ 1,271.06	$	
TOTAL EXPENSES	**$ 23,119.17**	**$**	
Revenue--			
Grants	$ 20,000.00	$	
Fundraising	$ 3,145.00	$	
In-Kind	$	$	
Other	$	$	
TOTAL REVENUE	**$ 23,145.00**	**$**	

**Enter brief notes about expenses in this column.*

***Include total project budget for your program, including the City grant request and any other funds you expect to have (other grants, fundraisers, membership dues, etc.)*

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Municipal Senior Millage Funding
Submitted By: Oneata Bailey	Department: CNS

Brief Summary: To approve the allocation of Municipal Senior Millage Funding for the city of Muskegon programs.

Detailed Summary:

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 costs of 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 4 senior high-rise apartment locations: Bayview Towers, Berkshire, Hartford Terrace and Jefferson Tower. $ 5,000

Amount Requested: $ 94,640.00	Amount Budgeted: $ 94,640.00
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To authorize the allocation of the Municipal Senior Millage Funds to 4 City programs:

Department of Public Works, Muskegon County Senior Millage Home Repair, Muskegon Senior Housing Assistance and The Power of Produce

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Public Health
Prevent. Promote. Protect.

Public Health – Muskegon County • 209 E Apple Ave • Muskegon, MI 49442
Main: 231.724.6246 • Fax: 231.724.6674 • www.muskegonhealth.net

DATE: February 12, 2021

TO: Municipalities

RE: FY21 Municipal Senior Millage Funding

Attached you will find the Allocation Summary and Distribution Table for the FY21 Municipal Senior Millage funding.

To accept this funding you must present a 1-2 page plan approved by your Council or Board (governing entity) and endorsed by the jurisdictional County Commissioner(s). If your FY21 plan is a continuation of FY20 activities, please note in an email accordingly.

We have set up a new email address to collect and track communications and related documentation (plans, reports, requests, etc.). Please send all future correspondence to:

MuskegonSeniorMillage@co.muskegon.mi.us

We understand that some names and contact information for municipalities may have changed. If you are not the primary contact for this funding, please send us the updated information.

Thanks,

Kathy Moore

Kathy Moore, Public Health Director

MUSKEGON COUNTY SENIOR MILLAGE
FY21 Municipal Distribution Table

FY21 Anticipated Senior Millage Revenue*	$2,343,249
Municipal Percent	25%
FY21 Municipal Distribution	$585,812
Equal Base Funding to all Municipalities	$94,500
Funding based on Senior Population in Municipality	$491,312
Total Funding Allocated to Municipalities	$585,812

Municipality	Base	Total Seniors**	%	Senior %	Total Funding	County Commissioner
Blue Lake Township	$3,500	456	1.18%	$5,773	**$9,273**	Cyr
Casnovia Township	$3,500	598	1.54%	$7,571	**$11,071**	Pego
Casnovia Village	$3,500	76	0.20%	$962	**$4,462**	Pego
Cedar Creek Township	$3,500	828	2.13%	$10,483	**$13,983**	Pego
Dalton Township	$3,500	1,942	5.00%	$24,586	**$28,086**	Cyr
Egelston Township	$3,500	1,885	4.86%	$23,864	**$27,364**	Pego
Fruitland Township	$3,500	1,365	3.52%	$17,281	**$20,781**	Brown
Fruitport Village	$3,500	308	0.79%	$3,899	**$7,399**	Lahring
Fruitport Charter Township	$3,500	3,198	8.24%	$40,487	**$43,987**	Lahring
Holton Township	$3,500	505	1.30%	$6,393	**$9,893**	Pego
Laketon Township	$3,500	2,103	5.42%	$26,624	**$30,124**	Brown
Lakewood Club Village	$3,500	224	0.58%	$2,836	**$6,336**	Cyr
Montague City	$3,500	548	1.41%	$6,938	**$10,438**	Cyr
Montague Township	$3,500	480	1.24%	$6,077	**$9,577**	Cyr
Moorland Township	$3,500	280	0.72%	$3,545	**$7,045**	Pego
Muskegon City	$3,500	7,199	18.55%	$91,140	**$94,640**	Nash
Muskegon Charter Township	$3,500	3,682	9.49%	$46,614	**$50,114**	Hughes
Muskegon Heights City	$3,500	1,429	3.68%	$18,091	**$21,591**	Wilkins
North Muskegon City	$3,500	1,102	2.84%	$13,951	**$17,451**	Brown
Norton Shores City	$3,500	6,375	16.43%	$80,708	**$84,208**	Scolnik
Ravenna Township	$3,500	570	1.47%	$7,216	**$10,716**	Lahring
Ravenna Village	$3,500	207	0.53%	$2,621	**$6,121**	Lahring
Roosevelt Park City	$3,500	947	2.44%	$11,989	**$15,489**	Hovey-Wright
Sullivan Township	$3,500	733	1.89%	$9,280	**$12,780**	Lahring
White River Township	$3,500	482	1.24%	$6,102	**$9,602**	Cyr
Whitehall City	$3,500	800	2.06%	$10,128	**$13,628**	Cyr
Whitehall Township	$3,500	486	1.25%	$6,153	**$9,653**	Cyr
	$94,500	38,808	100.00%	$491,312	**$585,812**	

* Anticipated Tax Revenue provided by Muskegon County Accounting Services

** Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates (12/06/18)

Increase of $36,768 from FY20

Allocation of Muskegon County Senior Millage Funds approve 12/10/2019

The Power of Produce for Senior Citizens on Tuesdays at the Farmers Market. The Fruitport Lions and the Shoreline Branch of the Lions manage the program to reimburse Farmer's through a token-reimbursement system. The Clerk's Office is asking for funds to extend the program period into the fall season.

$5,000

Department of Public Works has been replacing water lines in the city. For every replacement ($6000), these allocated dollars will cover ½ the cost of a Senior Citizen, age 60 or above. The Water Department will use these funds to offset their annual cost of water lines replaced in our city.

$35,000

Muskegon County Senior Millage Major Home Repair program through the Community and Neighborhood Services department is currently closed. This Major repair program will allow for us to serve our citizens who live in housing that is substandard – a threat to safety, health and life. The need has been greater than our budget.

We will utilize these funds to stretch our CDBG funding of Priority Housing repairs to cover us until we receive our 2020 allocations from HUD.

$42,046

Muskegon Senior Housing Assistance is a newly framed program to offer Seniors (60 or older) rental deposits if moving into any of our 4 Senior high-rise locations: Jefferson Tower, Hartford Terrace, Bayview Towers, or Berkshire. These deposits are to be kept in-house for other seniors who do not have an adequate deposit to move in.

$3,000

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Sale of 602 Ada Avenue
Submitted By: Oneata Bailey	Department: CNS

Brief Summary: To approve the sale of 602 Ada Avenue to Raysean Holman.

Detailed Summary:

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.

Amount Requested: NA	Amount Budgeted: NA
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To approval the sale of 602 Ada Avenue to Raysean M Holman.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Agenda Item Review Form
Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Sale – 240 Monroe Ave
Submitted By: Frank Peterson	Department: City Manager

Brief Summary: City staff is seeking authorization to sell the city-owned home at 240 Monroe to Daniel and Angela VanderKooi.

Detailed Summary: 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.

Amount Requested: None at this time	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: Authorize the City Manager to complete the sale of 240 Monroe Ave, as described in the purchase agreement.

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

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

For City Clerk Use Only:

Commission Action:

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DAV#1

DATE: 03/08/2021, ______ (time) MLS # 21002540

SELLING OFFICE: Nexes Realty BROKER LIC.#: 6505 196782 REALTOR® PHONE: 231 206-3345

LISTING OFFICE: West Urban Realty REALTOR® PHONE: 616-874-7085

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

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):
   ☐ Agent/Subagent of Seller ☑ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
   ☐ Transaction Coordinator

   Primary Selling Agent Name: eric shedd Email: erics@nexesrealty.com Lic.#: 6501 219692

   Alternate Selling Agent Name: ______ Email: ______ Lic.#: ______

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
   ☐ Buyer has received the Seller's Disclosure Statement, dated ______. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.
   ☑ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: ______
   ☐ Seller is exempt from the requirements of the Seller Disclosure Act.

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

5. **Property Description:** Buyer offers to buy the property located in the ☑ City ☐ Village ☐ Township of Muskegon, County of Muskegon County, Michigan, commonly known as (insert mailing address: street/city/state/zip code) 240 Monroe Avenue, 250, Muskegon, MI 49441
   with the following legal description and tax parcel ID numbers:

   Unit 240, Midtown 2 Condominium, a Condominium according to the Master Deed recorded in Liber 4242, Page 355, as amended, in the Office of the Muskegon County Register of Deeds, and designated as Muskegon County Condominium Subdivision Plan No. 214, together with rights in general common elements and limited common elements as set forth in sa

   PP# ______.

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

6. **Purchase Price:** Buyer offers to buy the Property for the sum of $ 182,500.00
   one hundred eighty-two thousand five hundred U.S. Dollars

7. **Seller Concessions**, if any: $2,500.00

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
   SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

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

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

   ☑ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a conv type ______ (year) mortgage in the amount of 90 % of the Purchase Price bearing interest at a rate not to exceed tbd % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within ______ days after the Effective Date, not to impair Buyers' credit after the date such loan if offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed $ ______ representing repairs required as a condition of financing. Buyer ☑ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

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

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

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

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

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

☐ OTHER: __________

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

☑ IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.

☐ IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at: __________

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

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

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

Appliances currently in home

but does not include:

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

12. **Assessments (choose one):**
If the Property is subject to any assessments,

☑ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.

☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

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

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

☐ No proration. (Choose one):
☐ Buyer ☐ Seller will pay taxes billed summer____________(year);
☐ Buyer ☐ Seller will pay taxes billed winter______________(year);

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

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

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

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

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

15. **Inspections & Investigations:**

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

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

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

DW 03/08/21 10:44 PM EST dotloop verified AJR 03/08/21 10:37 PM EST dotloop verified Buyer's Initials
FP 03/09/21 11:05 AM EST dotloop verified Seller's Initials

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

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

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

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

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

____

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

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

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

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

____

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

____

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

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 04/14/2021 An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee**. Exceptions:

____

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

☑ At the completion of the closing of the sale.

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

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

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

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

23. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 8:00 pm (time) on 03/09/2021 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of $ 1,000.00 shall be submitted to Nexes Realty * upon acceptance* (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

24. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

25. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

26. **Other Provisions:**

buyer may request seller to finish basement at a cost to be determined

27. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

28. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

29. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

240 Monroe, Muskegon, MI 49441	03/08/2021	
Subject Property Address/Description	Date	Time

DW 03/08/21 10:44 PM EST dotloop verified | UK 03/08/21 10:37 PM EST dotloop verified | Buyer's Initials

FP 03/09/21 11:05 AM EST dotloop verified | Seller's Initials

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

Buyer 1 Address________________________ X *Daniel VanderKooi* dotloop verified 03/08/21 10:44 PM EST 4ZYY-XM8T-7PRS-5MTR **Buyer**

Buyer 1 Phone: (Res.)____________(Bus.)____________ Daniel VanderKooi

Print name as you want it to appear on documents.

Buyer 2 Address________________________ X *Angela VanderKooi* dotloop verified 03/08/21 10:37 PM EST EQ91-ZSIK-D2VS-F3UQ **Buyer**

Buyer 2 Phone: (Res.)____________(Bus.)____________ Angela VanderKooi

Print name as you want it to appear on documents.

---

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

If buyer request basement to be finished to any degree, seller is not responsible for any of the costs.

Counteroffer, if any, expires 03/10/2021, at 5pm (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

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

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

34. **Listing Office Address:**____________________ Listing Broker License # ____________

Listing Agent Name: Mariana Murillo VanDam Listing Agent License # ____________

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

X (Seller's Signature, Date, Time): *Frank Peterson* dotloop verified 03/09/21 11:05 AM EST

____________________ Is Seller a U.S. Citizen? ☑Yes ☐No*

Print name as you want it to appear on documents.

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

____________________ Is Seller a U.S. Citizen? ☐Yes ☐No*

Print name as you want it to appear on documents.

Seller's Address:____________________ Seller's Phone (Res.)____________(Bus)____________

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

---

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

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

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

---

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

X (Seller's Signature, Date, Time): *Frank Peterson* dotloop verified 03/09/21 11:05 AM EST 3VXC-4TVK-MNNK-TBDZ

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

240 Monroe, Muskegon, MI 49441 | 03/08/2021 | ____

Subject Property Address/Description | Date | Time

DV 03/08/21 10:44 PM EST dotloop verified | *AVK* 03/08/21 10:37 PM EST dotloop verified | Buyer's Initials

FP 03/09/21 11:05 AM EST dotloop verified | ____ | Seller's Initials

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Sale – 250 Monroe Ave
Submitted By: Frank Peterson	Department: City Manager

Brief Summary: City staff is seeking authorization to sell the city-owned home at 250 Monroe to Jeanne Smith.

Detailed Summary: 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 $179,900, and the incurred sales commissions are $12,593. The City will not contribute funds toward closing costs.

Amount Requested: None at this time	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: Authorize the City Manager to complete the sale of 250 Monroe Ave, as described in the purchase agreement.

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

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

For City Clerk Use Only:

Commission Action:

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

#__________

DATE: 03/08/2021, ________ (time) MLS # 21002540

SELLING OFFICE: Keller Williams Lakeshore BROKER LIC.#: 6505353908 REALTOR® PHONE: 616-566-4619

LISTING OFFICE: ________ REALTOR® PHONE: 616-874-7085

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

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):
   ☐ Agent/Subagent of Seller ☑ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
   ☐ Transaction Coordinator

   Primary Selling Agent Name: Nick Schweihofer Email: Nick@sellingholland.com Lic.#: 6501385792

   Alternate Selling Agent Name: ________ Email: ________ Lic.#: ________

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
   ☐ Buyer has received the Seller's Disclosure Statement, dated ________. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.
   ☑ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: ________
   ☐ Seller is exempt from the requirements of the Seller Disclosure Act.

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

5. **Property Description:** Buyer offers to buy the property located in the ☑ City ☐ Village ☐ Township of Muskegon, County of Muskegon County, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
   250 Monroe Avenue, 250, Muskegon, MI 49441
   with the following legal description and tax parcel ID numbers:

   Unit 250, Midtown 2 Condominium, a Condominium according to the Master Deed recorded in Liber 4242, Page 355, as amended, in the Office of the Muskegon County Register of Deeds, and designated as Muskegon County Condominium Subdivision Plan No. 214, together with rights in general common elements and limited common elements as set forth in said Master Deed, and amendments thereto and as described

   PP# 24-205-367-0009-00.

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

6. **Purchase Price:** Buyer offers to buy the Property for the sum of $ 179,900
   one hundred seventy-nine thousand nine hundred U.S. Dollars

7. **Seller Concessions**, if any: None

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
   SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

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

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

   ☑ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a Conventional type 30 (year) mortgage in the amount of 50 % of the Purchase Price bearing interest at a rate not to exceed Market % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 10 days after the Effective Date, not to impair Buyers' credit after the date such loan if offered. ☐ Seller ☑ Buyer will agree to pay an amount not to exceed $ 0.00 representing repairs required as a condition of financing. Buyer ☑ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

03/08/21 1:08 PM EST dotloop verified Buyer's Initials 03/08/21 2:10 PM EST dotloop verified Seller's Initials

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

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

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

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

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

☐ OTHER:

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

☑ IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.

☐ IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

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

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

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

but does not include:

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

12. **Assessments (choose one):**
If the Property is subject to any assessments,

☑ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.

☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

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

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

☐ No proration. (Choose one):
☐ Buyer ☐ Seller will pay taxes billed summer____________(year);
☐ Buyer ☐ Seller will pay taxes billed winter______________(year);

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

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

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

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

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

15. **Inspections & Investigations:**

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

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

All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

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

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

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

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

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

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

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

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

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

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

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 04/12/2021 An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee**. Exceptions: ____________________

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

    ☑ At the completion of the closing of the sale.

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

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

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

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

23. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 9:00am (time) on 03/09/2021 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of $ 1,000.00 shall be submitted to Keller Williams Lakeshore (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

24. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

25. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

26. **Other Provisions:**

27. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

28. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

29. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

03/08/21 1:08 PM EST dotloop verified Buyer's Initials 03/08/21 2:10 PM EST dotloop verified Seller's Initials

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

Buyer 1 Address ______ X Jeanne Smith (dotloop verified 03/08/21 1:08 PM EST NCFD-XM4Y-JULL-AGM6) **Buyer**

Buyer 1 Phone: (Res.)______ (Bus.)______ Jeanne Smith

Print name as you want it to appear on documents.

Buyer 2 Address ______ X ______ **Buyer**

Buyer 2 Phone: (Res.)______ (Bus.)______

Print name as you want it to appear on documents.

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

Counteroffer, if any, expires______, at______(time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

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

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

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

Listing Agent Name: Mariana Murillo VanDam Listing Agent License # ______

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

X (Seller's Signature, Date, Time): Frank Peterson (dotloop verified 03/08/21 2:10 PM EST 6UPY-YXZB-W54J-FHEU)

______ Is Seller a U.S. Citizen? ☐Yes ☐No*

Print name as you want it to appear on documents.

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

______ Is Seller a U.S. Citizen? ☐Yes ☐No*

Print name as you want it to appear on documents.

Seller's Address:______ Seller's Phone (Res.)______ (Bus)______

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

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

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

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

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

X (Seller's Signature, Date, Time): Frank Peterson (dotloop verified 03/08/21 2:10 PM EST XRHW-TIHB-Q0NB-YURV)

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

250 Monroe Avenue, 250, Muskegon, MI 49441 — 03/08/2021 — ______

Subject Property Address/Description — Date — Time

JS 03/08/21 1:08 PM EST dotloop verified ______ Buyer's Initials

FP 03/08/21 2:10 PM EST dotloop verified ______ Seller's Initials

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/13/21	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: 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.

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. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

<u>QUIT CLAIM DEED</u>

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a Municipal Corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS TO: **URBAN VENTURES OF WEST MICHIGAN LLC**, a Michigan Limited Liability Company, of 875 Oak Ridge Rd., Muskegon, MI 49441,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

****See Attached****

for the sum of: Twenty-Two Thousand Nine Hundred Fifty and no/100 Dollars ($22,950.00)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of eight 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.

Subject to any easements or use restrictions of record.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this 13th day of April 2021.

Signed in the presence of:

____

____

CITY OF MUSKEGON

By_________________________________
Stephen Gawron, Its Mayor

and________________________________
Ann Marie Meisch, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 13th day of April 2021, by STEPHEN GAWRON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Hope Griffith
City of Muskegon
933 Terrace St Room 202
Muskegon, MI 49440
Telephone: (231) 724-6702

____
________________________, Notary Public
Acting in the County of Muskegon, MI
Muskegon County, MI
My Comm. Expires: ___________________

WHEN RECORDED RETURN TO:
GRANTEE

SEND SUBSEQUENT TAX BILLS TO:
GRANTEE

LEGAL DESCRIPTIONS:

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.

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.

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.

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.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made April 13, 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 $5,000 toward the extension of the water/sewer lines for the development but is offered a One Hundred Percent (100%) reduction for the water/sewer connection fees and the Buyer will receive One Hundred Percent (100%) of the purchase price reimbursed for the land once a Certificate of Occupancy has been received for all eight (8) duplexes.

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 STUBSTANCES 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

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/13/2021	Title: 2021 Goal Adoption
Submitted By: LeighAnn Mikesell	Department: Development Services

Brief Summary:

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

Detailed Summary:

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.

Amount Requested: None	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: To adopt the 2021 action items.

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 COMMISSION GOALS
AN OUTLINE FOR FINALIZING GOALS

April 2021

Since housing impacts image, quality of life, and revenues and it was determined to be a key focus area in the August session, staff suggests reducing the overall goals to these three: Image, Quality of Life, Revitalize Revenues. Social Equity, Youth/Education, and Housing remain focus areas within each of the goals, and particular action items were developed for each focus area based on discussions at the January goal setting.

GOAL 1: IMAGE

Action Item 2021-1 Support and Collaborate in Efforts to Save and Rehabilitate the Hackley Administration Building and Nelson School

Social Equity Focus Area

Action Item 2021-2 Develop a Diverse Workforce for All City Positions

Intentional early focus on Public Works and Public Safety

Housing Focus Area

Action Item 2021-3 Identify Developer for Froebel School Site for Redevelopment

Developer will determine the viability of saving the school building

Action Item 2021-4 Substantial Completion of Watermark Redevelopment Project

GOAL 2: QUALITY OF LIFE

Social Equity Focus Area

Action Item 2021-5 Collaborate on Workforce Development Programs

Consider options that encourage business owners and managers to hire a diverse workforce, especially in the downtown area

Youth/Education Focus Area

Action Item 2021-6 Partner with School Districts to Expose Students to Public Service Career Options

Action Item 2021-7 Work with Youth and Education Stakeholders to Foster Connections between Youth and Opportunities

Hold a joint board meeting with the Muskegon Public School Board and the City Commission

Housing Focus Area

Action Item 2021-8 Expand Housing Options

Including type of house, price range, locations, rent or own, etc.

Action Item 2021-9 Balance Market Driven Options with Housing Options Attainable for Low and Middle Income Earners

GOAL 3: REVITALIZE REVENUES

Social Equity Focus Area

Action Item 2021-10 Increase Minority Owned Businesses and Properties in Downtown

Action Item 2021-11 Increase Opportunities for Minorities to Partner in Economic Development

Action Item 2021-12 Increase Minority Owned Businesses and Properties in Lakeside and other Commercial Districts

Housing Focus Area

Action Item2021- 13 Increase Property Values in the Urban Core and Eastside Neighborhoods

Action Item 2021-14 Increase Number of Existing Homes being Rehabilitated by Private Investors

Action Item 2021-15 Partner with other Agencies to Encourage Home Ownership, especially among Minority Communities

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/13/2021	Title: Placer.ai Software Subscription
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: 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.	
Detailed Summary: 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 benefiting 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 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 (not included in this year's budget)
Fund(s) or Account(s): Planning and Economic Development: Contracted Services (101-80400-5346)	Fund(s) or Account(s): Planning and Economic Development: Contracted Services (101-80400-5346)
Recommended Motion: A motion to approve the subscription agreement with Placer.ai for the term of one year as presented.	
For City Clerk Use Only: Commission Action:	

PLACER LABS, INC.

ORDER FORM

City of Muskegon ("**Customer**")		Placer Labs, Inc. ("**Placer**")	
Address:	**933 Terrace Street Muskegon, MI 49443**	Address:	340 S Lemon Ave #1277, Walnut, CA 91789
		Contact Person	Adam Peacock
Contact Person:	Jake Eckholm	Billing Contact Person:	Ethan Low
Email:	**jake.eckholm@shorelinecity.com**	Billing Email*:	accounting@placer.ai
Phone:	(231) 724-6780	Billing Phone*:	415-228-2444
Billing Contact Email:	**Jake.eckholm@shorelinecity.com**	*Not for use for official notices.	

1. Services.

The services provided under this Order Form (the "**Services**") include:

- Access, via Placer Venue Analytics Platform ("**Placer's Platform**"), to all major venues within the United States
- Access, via Placer's Platform, to Placer Venue Analytics reports, including, Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
  - Accurate foot traffic counts and dwell time
  - True Trade Areas displaying frequent-visitors-density by home and work locations
  - Customers' demographics, interests, and time spent at relevant locations
  - Where customers are coming-from/going-to? Along which routes?
  - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
  - Competitive insights
- Custom reports per ad-hoc needs/requests; in Excel, KML, Tableau, and other formats
- Ad-hoc property visitor time lapse video generation upon request
- Premier Customer Support
  - Regular meeting with Placer Customer Success Team
  - Live, Virtual Training support as reasonably needed

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as "**Placer Data**". Customer may use Placer Data solely for the following purposes ("**Permitted Uses**"): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below. Under no circumstances may Customer provide any part of any Placer Data in raw form to any third party.

"**Research Data**" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data. Research Data must not include any Placer Data in raw form or any other form through which the raw form is readily identifiable by the recipient of Research Data (e.g., through common or basic methods of reverseengineering, etc.). The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term**", and the Initial Term and any Additional Terms are referred to collectively as the "**Term**".

Additional Term:

Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term

Termination:

Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

US $16,000/year invoiced: in full upon signing this Order Form

Fees billed via Bill.com

Customer shall pay the fees set forth in this Order Form as set forth above.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer shall be responsible for all taxes associated with the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services up to and including the last day on which the Services are available to Customer.

All billings will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 a.m. through 5:00 p.m. California time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at https://www.placer.ai/placer-license-agreement/ (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"**Customer**"	"**Placer**"
City of Muskegon	Placer Labs, Inc.
By: ______________________	By: ______________________
Name:	Name: Noam Ben Zvi
Title:	Title: CEO & Co-Founder
Date:	Date:

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/13/2021	Title: Purchasing Policy
Submitted By: LeighAnn Mikesell	Department: Development Services

Brief Summary:

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

Detailed Summary:

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.

Amount Requested: None	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: To approve the revised Purchasing Policy.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

THE

PURCHASING POLICIES

OF THE

CITY OF MUSKEGON

EFFECTIVE: December 10, 1991

THE PURCHASING POLICIES

OF THE.CITY OF MUSKEGON

CITY OF MUSKEGON

PURCHASING POLICY

SECTION I - PURPOSE

This policy is established to provide parameters by which purchases will be made by the City of Muskegon. It is the goal of the City, through this policy, to purchase all equipment, supplies, and services required by the City of Muskegon's operation at the lowest possible cost, consistent with the proper quantity, quality, and delivery.

SECTION II - PURCHASING GOALS

The City Commission hereby establishes the goals of the City of Muskegon for all purchases of goods and services made by the city, its agencies, and funds over which it has control as follows:

A. Establish a level of specifications for goods or services which adequately identifies the quality of the product or a service necessary to meet city objectives. city objectives shall be identified either implicitly or explicitly in the specifications, RFP's, and RFQ's.

B. Provide within the policies and procedures for a mechanism for participation by the Commission and Administration in setting goals and objectives for purchasing products and services.

C. Provide for the greatest competition among potential suppliers while limiting cost to meet the quality of the product or service specified.

D. Award where possible to local bidders who meet specifications within the context of "lowest responsible bidder."

E. Provide for a policy document which identifies those individuals responsible and further permits adequate monitoring and reporting of purchasing.

F. Establish policies and procedures which are comprehensive, yet flexible; efficient, yet provide adequate control.

SECTION III - PURCHASING AUTHORITY

The City Manager's Office shall be responsible for the administration of the purchasing system of the City. Purchasing authority and responsibility shall be delegated as follows:

A. City Commission

1) Adopts purchasing policy
2) Approves all purchases for goods and services of $8,000 or more
3) Approves change orders to contracts exceeding 20% of original contract or over $30,000

B. city Manager

1) Recommends purchasing policy
2) Establishes purchasing procedures
3) Responsible for all purchasing action taken by the City consistent with the City Charter and Commission Policy
4) Approves Change Orders between 10% and 20% of the original contract, but not to exceed $30,000

c. Assistant City Manager

1) Provides for the monitoring to be conducted and reports to the City Manager and City Commission on compliance. Responsible for such other procedures as established by the City Manager.

D. city Attorney

1) Prepares and/or reviews all contract documents for purchase of goods and services as to legal form.

E. Finance Department

1) Reviews all documents as to Risk Management/Insurance requirements.

2) Recommends to the City Manager and Department Heads alternative sources of financing available for purchase of goods or services.

3) Monitors purchases for budget compliance.

F. city Department Head

1) Purchases all supplies, equipment, materials, commodities, and services as may be required by his/her department in accordance with the purchasing policy and procedures.

2) Provides for efficiency, economy, and accountability in the purchasing for his/her department.

3) Develops specifications and obtains bids or quotations for purchases in accordance with the purchasing policy and procedures.

4) Evaluates bids, and when appropriate, makes recommendations to the Assistant City Manager/City Manager/City Commissioners for purchases.

5) Executes requisitions and purchase orders *in* accordance with purchasing procedures.

6) Maintains adequate inventories of materials and supplies.

7) Receives and inspects all materials and supplies ordered.

8) Approves change orders up to 10% of the original contract but not to exceed $30,000.

SECTION IV - GENERAL PURCHASING POLICIES

A. Definition and Scope of Purchasing

Purchasing activity, as herein used, shall mean any action taken by the City acting as Buyer for the purpose of obtaining goods and services from a Vender, whether by purchase, rent, lease, lease-purchase or other similar methods of acquisition as may be used by the city.

B. Subdivision.Prohibition

No purchase shall be subdivided for the purpose of circumventing the dollar value limitations imposed by Charter, this Policy or any procedures established by the city Manager.

C. Purchases Under $500

For purchases of items which will cost under $500 within one year, departments shall seek bids or quotations whenever possible to allow for competition. Local firms shall be solicited unless valid reasons determine this is not in the best interest of the City. Local shall mean the city of Muskegon.

D. Purchases of $500 or More but Less than $2,000

Any expenditure for goods and services in the amount of $500 or more but less than $2,000 within one year shall be based upon the solicitation of no less than three (3) verbal or telephonic price quotations when practical and feasible to do so; and shall be made from the lowest cost vendor unless good cause exists not to do so. Factors including but not limited to product quality, serviceability, delivery, emergencies and other considerations of a similar kind normally relevant to the exercise of good business judgement shall constitute sufficient and good cause on which to base such decisions. Local firms shall be solicited unless valid reasons determine this not to be in the best interest of the city.

E. Purchases or contracts of $2.000 or More but Less than $8.000

Any expenditure for goods and services, the cost of which is $2,000 or more but less than $8,000 within one year, shall be made based upon the solicitation of no less than three (3) written price quotations, subject to the same guidelines specified in Section IV-D. In addition, such purchases shall also be preapproved by the Assistant City Manager.

F. Purchases or Contracts of $8,000 or More

Any expenditure for goods, equipment, materials, commodities, supplies or services, for the cost of $8,000 or more within one fiscal year shall be made by the Department Head only after notification of the Finance Director, the endorsement by the City Manager, and approval of the City Commission has first been secured. Formal bids shall be required subject to the following regulations:

1) Definition - A formal bid or proposal shall be defined as the submission of a written, sealed price quotation by a Vendor to the city pursuant to the issuance of public notice thereof or solicitation of qualified vendors by the City. It is based on written specifications and standard conditions stipulated by the city for the purpose of procuring goods and services for the city. Professional/technical services may be secured through selective competitive proposals of qualified firms (local firms shall be considered to determine if sufficient qualified competition exists prior to advertisement for professional/technical services).

2) Scope - The $8,000 bid requirement shall apply to all goods and services that can be purchased through this process within one fiscal year. This limit shall apply to recurring commodities in addition to one time purchases, unless specifically authorized otherwise by the City Manager for good reasons submitted by the Department Head and Assistant city Manager.

3) Invitation for Bids - An Invitation for Bids shall be issued and shall include a purchase description and/or specifications and all contractual terms and conditions applicable to the procurement. The Invitation for Bids shall be mailed or otherwise distributed by the requisitioning department to at least three reliable vendors if available to ensure and maintain the integrity and competitiveness of the bid process.

4) Public Notice and Advertising - Adequate public notice of the Invitation for Bids when required shall be given prior to the date set forth therein for the opening of the bids. A minimum of ten (10) days notice must be given prior to bid opening with the advertisement for bids having been published at least once in a newspaper of general circulation in the city (exception to the ten (10) day notice must be approved by the City Manager). Professional/technical services need not be publicly advertised; however, must ensure competition based upon proposals secured from qualified firms.

5) Bid Opening - Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid and other relevant information together with the name of each bidder shall be recorded by the city Clerk or designee; the record and each bid shall be open to public inspection.

6) Bid Acceptance and Evaluation - Bids shall be accepted (with the exception of late bids, which shall not be accepted) without alteration or correction, except as otherwise authorized by these Policies, the Purchasing Procedures adopted by the city Manager, or the factors stipulated in the Invitation for Bids. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids and Bid Documents, which may include criteria to determine acceptability such as cost, quality, serviceability,workmanship, delivery, inspection, testing and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, maintenance costs, and total or life cycle costs. The Invitation for Bids may set forth the evaluation criteria to be used.

7) Bid Prices - Bid prices should be valid for one year unless identified at the time of purchase to be multi-year; in which case must be specified.

8) Correction or Withdrawal of Bids - Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted in accordance with the Purchasing Procedures established by the Manager. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. Except as otherwise

provided, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Department Head and endorsed by the City Manager and approved by the city Commission.

9) Award - Only the City Commission shall award a public contract. The Commission shall retain the right to take any of the following actions:

a) Award a contract to the lowest responsible and responsive bidder who has submitted a bid most advantageous to the city.

1) Definition of Responsible Bidder: A responsible bidder is herein defined to mean a person or firm who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

2) Definition of a Responsive Bidder: A responsive bidder is herein defined to mean a person or firm who has submitted a bid which conforms in all material respects to the descriptions, specifications, terms, conditions, and other factors called for in the Invitation for Bids.

b) Accept or reject in part or in whole any or all bids.

c) Waive any informality or irregularity in the bids.

d) Authorize city staff to negotiate any viable modifications in prices, terms, conditions, or specifications with the low bidder that would be advantageous to the City.

e) Award a contract to other than the low bidder should the Commission determine such action to be in the best public interest.

f) Award a contract by division among two or more vendors if such alternatives are duly indicated in the original Invitation for Bids.

g) Authorize a negotiated contract for goods or services should no bids be received.

10) Waiver of Bid Requirement - The City Commission shall retain the right to waive bid requirements subject to the following conditions:

a) Such action is found to be to the advantage and in the best interests of the City.

b) Sole Source Purchases - A contract may be awarded by Commission for supply, service, equipment, or construction item without competition when the department making the purchase has advised the city Manager in writing and certified that there is only one source vendor available.

c) Lower prices can be obtained without soliciting competitive bids.

d) The City Department has been engaged in cooperative procurement bids of goods and/or services in conjunction with another governmental agency where bids have been taken.

e) The purchase is through an intergovernmental agreement or non-profit agency.

G. Affirmative Action

The City of Muskegon encourages all vendors to establish and maintain an affirmative action program. In addition, all vendors awarded a construction, professional, or service contract with the City in the amount of $8,000 or more must submit to the City an affirmative action plan consistent with the City's plan.

H. Recycled Products

The City shall make every effort to purchase recycled products whenever possible. A ten percent (10%) cost preference may be given to recycled products, reusable products offered as alternatives to disposable products, and products designed to be recycled where they are offered as alternatives to non-recyclable products. Analysis and recommendation of percentage of recycled materials in products will be submitted with any preference bid.

I. Cooperative Purchasing

Each department shall endeavor to participate with other local and state governmental agencies in cooperative bids for the procurement of goods or supplies subject also to Commission approval of contract and waiver of bids as indicated in Section IV-F-9-d of these po1icies. It sha11 be the po1icy of this city to engage in those joint purchasing efforts whenever such activity is fea$ib1e and economica11y advantageous to the City.

J. Procurement of Professiona1 Services

The procurement of certain services where technica1/professiona1 expertise or know1edge of a specia1ized fie1d are critica1 to the performance of that service inc1uding but not 1imited to physicians, engineers, p1anning consu1tants, architects, accountants, and other simi1ar professiona1s, are at times necessary. The same regu1ations of Section IV-C,D,E, and F sha11 app1y for the procurement of these professiona1 services. In addition to the aforementioned regu1ations, an attempt sha11 be made to procure these services from vendors 1ocated in the City. If enough qua1ified 1oca1 vendors are avai1ab1e to meet the provisions of the purchasing po1icies, then the services must be obtained 1oca11y.

K. Purchases iJLCases of Emergency

Notwithstanding any other provisions of this Po1icy, the City Manager or a designee may make or authorize others to make emergency purchases when there exists a threat to pub1ic hea1th, we1fare, safety conditions, or a hardship to the performance of City business as defined in regu1ations or procedures promu1gated by the City Manager, provided such emergency purchases sha11 be made with such competition as is practicab1e under the circumstances. An after-the-fact written determination of the basis for the emergency and for the se1ection of the particu1ar vendor sha11 be inc1uded with the purchase order.

L. Construction Projects

Construction projects are a1so subject to the provisions of this purchasing po1icy. Additiona11y, the fo11owing wi11 app1y to the procurement for construction projects:

1) <u>Prevai1ing Wage Rates</u> - The City wi11 require the use of the most recent Federa1 Prevai1ing (Davis-Bacon) Wage Rates for city construction projects. The commercia1 wage rates wi11 be used for a11 projects except residentia1 construction which wi11 use the residentia1 wage rates. The fo11owing construction is exempted from the Federa1 Prevai1ing Wage Rate provision:

    a) The Residentia1 Rehabi1itation Program administered by the city in accordance with regu1ations from the U.S. Department of Housing and Urban Deve1opment.

b) Construction where the source of revenue makes determinations regarding the use of prevailing wage rates.

2) Change Orders - The Department Head in charge of the construction project shall have the authority to approve individual change orders up to 10% of the cost of the construction but not more than $30,000. The City Manager is authorized to approve change orders and contract expenditures between 10% and 20% but not more than $30,000. The City commission must approve (retroactively if urgent) any change order or combination exceeding 20% of the contract or more than $30,000. All final payments of construction projects shall require the Department Head's, the Finance Director's, and Assistant city Manager's signature.

3) Bid Bond - All construction projects shall require a bid bond from each bidder in the amount of five percent (5%) of their bid. The bond will secure the bid. The bond will be released upon award of the contract by the City Commission for unsuccessful bidders and upon execution of the contractor for the successful bidder. (Lesser amounts than 5% may be permitted by exception for good cause upon approval by the city Commission.)

4) Performance Bond - All construction projects shall require a performance bond from the successful bidder for the full amount of the contract or as specified by bid document. This bond will be written in such a manner to ensure satisfactory completion of the project. The bond shall be in effect for one full year after completion of the project. The bond will be released only after the department head in charge of the project and the Assistant city Manager is satisfied that the project was properly completed and one year has elapsed.

M. Insurance Requirements

Vendors and contractors will be required to carry adequate insurance coverage in accordance with the Purchasing Procedure established by the City Manager.

N. Policy Exceptions

Any exceptions to the policy, as approved by the City Commission, shall be noted in the recommendations submitted.

O. Auditing and Monitoring

It shall be the policy of the City Commission to provide a mechansim on an annual audit basis which tests, on a random sample basis, the application of purchasing procedures. This shall be in addition to internal monitoring and controls. This shall be performed by the City's auditors during conduct of the City's audit of funds.

P. Wage Rates

The purchasing of goods and services shall comply with the wage rate policies established either by the federal, state, or local government where applicable.

Q. Leases and Lease-Purchases

Leases and Lease-Purchases will be governed by the same provisions of other purchases for the same amount of money.

SECTION V - STANDARDS OF CONDUCT

Recognizing that city purchases involve the use of public funds, the following standards shall apply to all purchases made by the City:

A. All vendors, current and prospective, shall be treated equitably. Purchasing decisions shall be based upon price, quality, delivery, written standards, previous service, and other relevant factors promoting the best interest of the city.

B. Employees shall be prohibited from furnishing to any prospective bidder information that would give any vendor an unfair advantage over other prospective vendors.

c. Purchasing records shall be retained by the purchasing department for public review.

D. Employees shall not utilize the city's purchasing system to purchase items for personal use.

E. Employees shall be prohibited from accepting rebates, gifts, gratuities, or favors from vendors extended for the purpose of influencing a favorable award. Any extra option or alternative providing benefit to the City shall be explained in the bid.

F. Employees shall have no financial or beneficial interest **in** any contract or purchase order for goods and services used by the city. Any potential conflict of interest shall be reported to the city Manager prior to bidding.

G. Vendors must be businesses in good standings with the City.

SECTION VI - AMENDMENTS TO PURCHASING POLICY

Any amendments to this Purchasing Policy will be submitted to the city Commission by the city Manager and shall require Commission approval by resolution.

SECTION VII - ADOPTION OF PURCHASING PROCEDURES

Consistent with this Purchasing Policy and the City Charter, the City Manager is hereby authorized to adopt and amend as necessary Purchasing Procedures which are consistent with this policy for the administration of the City's purchasing functions.

APPROVED BY COMMISSION RESOLUTION

91-121 (a)

Date of Approval:

December 10. 1991

(PURCHPOL)

I

PURCHASING POLICY

EFFECTIVE: Date

PURPOSE

This policy is established to ensure purchasing activities that are fair and equitable, maximize purchasing value for public funds, and to maintain a procurement system of quality and integrity throughout the procurement process. These policies and procedures are intended to ensure that all city funds are expended in accordance with sound business practices, recorded in compliance with acceptable accounting procedures, and meet the requirements of federal and state agencies that may assist in the financing activities of the City of Muskegon.

GOALS

The City of Muskegon maintains this policy with the goals of:

- Establishing clear specifications that meet city objectives.
- Providing for the greatest competition among potential suppliers while limiting cost to meet the quality of the product or servicespecified.
- Awarding where possible to local bidders who meet specifications within the context of lowest qualified bidder.
- Ensuring adequate monitoring and reporting of purchasing.

OPERATIONAL GUIDELINES

- This policy applies to the procurement of supplies, goods, equipment, and services by the City of Muskegon.
- The purchasing policy applies to all city departments and to other agencies, authorities, commissions, boards, and joint-ventures.
- All purchases over $25,000 require approval by the City Commission. Purchases over $25,000 must be established either through the annual budget or City Commission approval of additional appropriations. It is the sole responsibility of the Division/Department Head to maintain control of their individual budgets.
- Some purchases are unique in nature and do not require the process of competitive bidding. These items are excluded from the bidding and purchase order requirements. Examples include but are not limited to debt service payments and ongoing expenses for utilities or services.
- The city will not be responsible or liable for any expenditure or agreement for expenditure made by a city employee or city official who fails to follow this purchasing policy and its procedures. Contracts negotiated outside of this policy will be considered invalid and non-binding. Any breaches of this policy shall be reported directly to the Finance Director and City Manager.
- Contracts or purchases shall not be artificially divided to circumvent the purchasing procedures in the policy. Aggregate, recurring purchases such as gasoline, paper products, cleaning supplies, ammunition, etc. must be determined on an annual basis.

LOCAL PREFERENCE

The City Commission may give preference to local vendors as follows.

- Vendors located in the City of Muskegon may be awarded purchases or contracts when the lowest qualified local bid/price is within 2% or less of the lowest qualified non-local bid.
- An additional 0.5% difference in bid amount (for a total of 2.5%) will be considered for those qualified vendors located in the City of Muskegon which are not-for-profit and provide social services to City of Muskegon residents.
- Vendors located in Muskegon County may be awarded purchases or contracts when the lowest qualified local bid/price is within 1% or less of the lowest non-local bid.
- For purchases under $1,000, local vendors shall be solicited unless valid reasons determine this is not in the best interest of the City.

DISADVANTAGED CONTRACTOR GOALS

The City Commission establishes goals for disadvantaged contractor participation in each trade as follows.

- 14% minority owned businesses
- 7% female owned businesses

A Disadvantaged Contractor Affidavit listing all disadvantaged contractors that were contacted to participate on the project as sub-contractors must be submitted by each bidder. The affidavit must clearly state why each potential subcontractor was not considered for inclusion in the project. A disadvantaged contractor refers to businesses that are owned and controlled by minorities, women, and other socially and economically disadvantaged persons.

PURCHASING AUTHORITY

The City Manager's Office shall be responsible for the administration of the purchasing system of the city. The procurement procedure to be used is determined by the dollar amount of the procurement. Contracts or purchases shall not be artificially divided to circumvent the purchasing procedures in the policy. Aggregate, recurring purchases such as gasoline, paper products, cleaning supplies, ammunition, etc. must be determined on an annual basis. The requirements for each level of spending are outlined below.

Amount	Requirements
Below $2,000	Purchases are made by the Department/Division Head and do not have to be competitively bid. Vendor selection and pricing should be reviewed annually for adequate and reasonable competition.
$2,000 to $4,999.99	A minimum of three written quotes are required. Award shall be made to the qualified vendor offering the best value in the opinion of the Department/Division Head.
$5,000 to $24,999.99	A minimum of three written quotes are required. Award shall be made to the qualified vendor offering the best value in the opinion of the Division Head and City Manager.
$25,000 and above	Formal competitive bids shall be solicited through Competitive Sealed Bid or Request for Proposals and are subject to negotiation after bid award.

With City Manager or Division Head approval, any products and services that are available only through a single source can be procured without bidding. Where possible, a state or regional bid contract (such as MiDeal) will be used for single source procurement. In the event no bids were received, the City Manager or Division Head can approve the purchase of products or services through a single source.
Division Heads may set purchasing thresholds for their staff as long as the threshold does not exceed that for the Division Head.

PROCUREMENT PROCEDURES

Competitive Sealed Bidding

1. An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement.
2. Public notice of the invitation for bids shall be made available two weeks in advance of the bid submission date set forth. Notices may include publication in a newspaper of general circulation and/or online media. Professional/technical services need not be publicly advertised, but competition must be ensured.
3. Bids shall be opened publicly by the City Clerk's office in the presence of one or more witnesses following the deadline set for the submission of bids at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as the Division Head deems appropriate, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection.
4. Bids will be evaluated based on the requirements determined in the invitation for bids. These requirements may include inspection, testing, quality, workmanship, experience, delivery, warranty, and suitability for a particular purpose. Bids that do not comply with all criteria set forth in the invitation to bid may be subject to disqualification by City Commission.
5. Withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition shall be permitted. Except as otherwise provided, all decisions to permit the withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Division Head, endorsed by the City Manager and approved by the City Commission.
6. Award shall be made to the qualified bidder whose bid is determined to be the most advantageous to the city, taking into consideration price and the evaluation criteria set forth in the invitation for bids, as determined by City Commission.

Request for Proposals (RFP)

1. When a Division Head determines that the use of competitive sealed bidding is not practical, not advantageous to the city, and/or when a selection should be based on the most qualified vendor, a contract may be entered by use of competitive sealed request for proposals.
2. Public notice shall be the same as for the competitive sealed bidding process.
3. The identity of each vendor and the content of any competing vendors shall not be disclosed until the time of the public opening of proposals.
4. Proposals shall be opened publicly by the City Clerk's office in the presence of one or more witnesses following the deadline set for the submission of proposals at the time and place designated in the request for proposals. A register of the proposals shall be prepared containing the name of each vendor, the number of modifications received, if any, and a description sufficient to identify the item offered.
5. As provided in the RFP, discussions may be conducted with qualified vendors to assure understanding of and conformance to the solicitation requirements. Qualified vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion to clarify information in the proposal which impacts city staff's ability to make fair comparisons between proposals.

6. Award shall be made to the qualified vendor whose proposal is determined to be the most advantageous to the city, taking into consideration the evaluation criteria set forth in the request for proposals, by the City Commission.

Cancelation of Bids or Requests for Proposals

A bid, request for proposal, or other solicitation may be canceled, and any or all bids or proposals may be rejected in whole or in part when it is in the best interest of the city, as determined by the Division Head and supported by the City Manager. Each solicitation issued by the city shall include this notification.

Cooperative Purchasing

The city may join in cooperative purchasing arrangements with the State of Michigan or any other government units or non-profit agencies. Any cooperative agreements set forth by the City of Muskegon must follow the guidelines of this policy.

Emergency Procurements

When there is an immediate threat to the public health, safety, or welfare of the city or its citizens, the City Manager may authorize the award of a contract utilizing competition as may be practical and reasonable under the circumstances, for the emergency purchase of supplies, materials, equipment, services or construction. Such purchase must be reported to the City Commissioners as soon as possible.

Recycled Products

The city shall make every effort to purchase recycled products whenever possible.

Insurance Requirements

Vendors and contractors will be required to carry adequate insurance coverage.

CONSTRUCTION PROJECTS

Construction projects are subject to the provisions of this policy and the requirements that follow.

- Prevailing Wages – The City will continue to comply with any local, state, or federal policies as required by the funding source for a particular project. For example, Public Works projects which include federal transportation, drinking water, or sanitary sewer funding require prevailing wages be paid to contractors. The City Commission may also give preference to vendors paying Davis Bacon wages on other projects by awarding contracts when the lowest qualified prevailing wage bid/price is within 1% or less of the lowest qualified non-prevailing wage bid. When applicable, the 1% preference can be added to the local preference up to a 3% or $100,000 differential, whichever is less.
- Change Orders – The Department Head in charge of the construction project shall have the authority to approve individual change orders up to 10% of the cost of the construction but not more than $30,000, unless the approved budget includes a contingency amount that covers the amount of the change order. The City Manager is authorized to approve change orders and contract expenditures between 10% and 20% but not more than $30,000, unless the approved budget includes a contingency amount that covers the amount of the change order. The City Commission must approve (retroactively if urgent) any change order or combination exceeding the above parameters. All final payments of construction projects shall require signatures from the Department Head, the Finance Director, and the Division Head.
- Bid Bond – All construction projects shall require a bid bond from each bidder in the amount of five percent (5%) of their bid. The bond will secure the bid. The bond will be released upon award of the contract by the City Commission for unsuccessful bidders and upon execution of the contractor for the successful bidder. (Lesser amounts than 5% may be permitted by exception for good cause upon approval by the City Commission.)
- Performance Bond – All construction projects shall require a performance bond from the successful bidder for the full amount of the contract or as specified by bid document. This bond will be written in such a manner to ensure satisfactory completion of the project. The bond shall be in effect for one full year after completion of the project. The bond will be released only after the Department Head in charge of the project and the Division Head are satisfied that the project was properly completed and one year has elapsed.

STANDARDS OF CONDUCT

Recognizing that city purchases involve the use of public funds, the following standards shall apply to all purchases made.

- All vendors, current and prospective, shall be treated equitably. Purchasing decisions shall be based upon price, quality, delivery, written standards, previous service, and other relevant factors promoting the best interest of the city.
- Employees shall be prohibited from furnishing to any prospective bidder information that would give any vendor an unfair advantage over other prospective vendors.
- Purchasing records shall be retained by the Finance Division for public review.
- Employees shall not utilize the city's purchasing system to purchase items for personal use.
- Employees shall be prohibited from accepting rebates, gifts, gratuities, or favors from vendors. Any extra option or alternative providing benefit to the city shall be explained in the bid.

- Employees shall have no financial or beneficial interest in any contract or purchase order for goods and services used by the city. The city's charter shall govern conflicts of interest.
- Vendors must be businesses in good standings with the city.

VIOLATIONS TO PURCHASING POLICY

In the event that staff do not follow the purchasing policy, decisions will be made per the following guidelines.

For any single expenditure under $25,000, the City Manager and Finance Director review the purchase.
For any single expenditure of or over $25,000, the City Manager and Finance Director review the purchase with the City Commission.
For any single expenditure of or over $25,000, where the City Manager or Finance Director have not followed the policy, the Division Head who most recently served as interim City Manager reviews the purchase with the City Commission.

AMENDMENTS TO PURCHASING POLICY

Any amendments to this Purchasing Policy will be submitted to the City Commission by the City Manager and shall require City Commission approval by resolution.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 04/13/2021	Title: Liquid Sodium Hypochlorite
Submitted By: Joe Buthker	Department: Public Works - Filtration

Brief Summary: Staff is requesting authorization to purchase liquid sodium hypochlorite from Alexander Chemical.

Detailed Summary:

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.

	Year 1 ($/ton)	Year 2 ($/ton)	Year 3 ($/ton)
Alexander Chemical	156.67	156.67	156.67
JCI Jones Chemicals	151.89	159.44	167.40
Olin Chlor Alkali Products & Vinyls	158.69	158.69	*At renewal*

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(s) or Account(s): 591-60558-5219	Fund(s) or Account(s): 591-60558-5219

Recommended Motion:

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

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Bid Tabulation

Bid File #885-40-49 Bid Opening Date: March 16, 2021 For: Bulk Chemicals, Liquid Sodium Hypochlorite # Bidders Solicited: 18 Buyer: Kelly Criner Dept: ESD, Water	ITEM 1 Liquid Sodium Hypochlorite $/Ton	Liquid Sodium Hypochlorite $/Gallon
Year 1		
Year 2		
Year 3		
Alexander Chemical Corporation 7593 S First Road LaPorte, IN 46356	$156.67 $156.67 $156.67	$0.7849 $0.7849 $0.7849
JCI Jones Chemicals, Inc. 18000 Payne Street Riverview, MI 48193	$151.89 $159.44 $167.40	$0.7640 $0.8020 $0.8420
Olin Chlor Alkali Products & Vinyls 1001 31st Street Suite 200 Downers Grove, IL 60515	$158.69 $158.69 At Renewal	$0.7934 $0.7934 At Renewal

BID DOCUMENT

City of Grand Rapids, Purchasing Department
300 Monroe, NW Room 720 Grand Rapids, MI 49503
Buyer: Kelly Criner   Phone: 616-456-3172

Solicitation #RFB 233 21000063
Bid File #885-40-49
Bulk Chemicals, Liquid Sodium Hypochlorite – Co-Op
Solicitation Due Date: March 16, 2021

Company Name:	Alexander Chemical Corporation	Contact Name:	Jennifer Stewart, Bid Specialist
Company Phone No:	(800) 348-8827	Contact Phone No:	(800) 348-8827
Company Fax No:	(219) 393-5364	Contact E-mail:	bids@alexchem.com
Company Address:	7593 S First Road, LaPorte, IN 46356		
Website Address	www.alexanderchemical.com	Federal Taxpayer ID #:	36-3213468

Bids are requested for a one-year term contract for the "as needed" purchase and delivery of liquid sodium hypochlorite, as per the specifications contained herein. Quantities stated herein are approximate per year and shall not be considered as minimums or maximums. The City desires pricing offered herein be made available to other West Michigan Cooperative Purchase Agencies. Product proposed shall be available and ready-to-use upon execution of a contract. No product or product development of any type, shape, or form shall be allowed or accepted by the City over the life of the contract.

All solicitation information and documents shall be available to vendors in the City's financial management system, Advantage360 through the Vendor Self Services (VSS) site. If you are not currently registered, or wish to update an existing vendor profile, click on the following link to begin registration: https://myadvantagecloud.cgi.com/micgr/vss/AltSelfService. All vendors doing business with the City are required to be registered in VSS.

Prior to March 16, 2021 at 11:00 a.m. EDT, bidders are required to complete this bid document and submit a hard copy via USPS or delivery service, submit in person at the Purchasing Department office during normal business hours by appointment only, or submit electronically through VSS. No separate schedules, agreements, terms, conditions, etc., shall be recognized or accepted if not submitted with the response to this solicitation.

All information in a bidder's response and the subsequent contract is subject to the provisions of the Freedom of Information Act 1976 no. 442, as amended, MCL 15.231 or latest revision thereof. Bidders shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

It shall be the responsibility of the bidder to determine the correct product and to furnish the correct product based upon the item description and specifications provided. Bidders are required to complete the questionnaire and all the information requested with the bid. Failure to provide the required information may result in the bid being rejected as non-responsive. Any exceptions taken to the information provided herein shall be stated on the bid form and shall become part of the bid.

TERMS AND CONDITIONS

Bidders are requested to complete information requested herein; failure to do so may result in the bid being rejected as non-responsive. The City reserves the right to use responses to these questions in the award of the bid. This solicitation does not commit the City to enter into an Agreement, nor does it obligate the City to pay for any costs incurred in preparation and submission of responses or in anticipation of an agreement.

The City of Grand Rapids "General Terms and Conditions" are hereby incorporated by reference.

Information requested herein shall be furnished completely in compliance with instructions. The information requested, and the manner of submission, are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive and reject any bid in which material information requested is not furnished or where indirect or incomplete answers of information are provided, or if departments are contacted prior to bid opening. All bids submitted shall be on the City's bid document and in the format requested, no exceptions. Any bid response not completed on the City bid document may be rejected as non-responsive.

No separate agreements shall be recognized unless they are included in the bid response for analysis and review, prior to contract award. The City shall not be bound by any part(s) of any bidder's response to the bid which contains information, options, conditions, terms, or prices not requested nor required in the bid unless such conditions are agreed to by both parties prior to entering a contract.

The City bid document and all submittals provided with the bid response shall be subject to public inquiry and dissemination as required. Any bid response that is submitted in full as "confidential" or "proprietary" shall be rejected as non-responsive, no exceptions.

Any and all financial, statistical, personnel, technical and any other data and information relating to the City's operations shall remain strictly confidential. Any breach of confidentiality pertaining to any part of the City's operations shall result in immediate contract termination.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

Cost of Preparation:
The Respondent shall be responsible for any and all costs incurred in the development and submission of any response. The City assumes no contractual obligation as a result of the issuance of the solicitation, the preparation or submission of a response by a Respondent, the evaluation of an accepted response, or the selection of finalists. The City shall not be contractually bound until the City and the successful Respondent have executed a written Contract for performance of work.

Discrepancies or Omissions:
If a bidder should find discrepancies or omissions in these documents, he/she should at once notify the Purchasing Agent/Buyer. The bidder is required to furnish any information regarding any additional costs not covered herein by the City with their bid. It is the City's intent for all costs to be included herein. Any costs not included herein may not be considered allowable costs under this contract.

Non-Collusion:
By signed submittal and completion of this document, the Contractor certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Contractor understands collusive bidding is a violation of Federal Law and that any false statement thereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Solicit Cancellation:
The City reserves the right to cancel this solicitation and/or any planned award for any or no reason as it deems in its own best interests, at no additional costs to the City. Such cancellation notice shall be provided to the awarded vendor prior to a final order being placed.

Economy of Responses:
Responses and presentations should be prepared simply and economically, providing a straightforward and concise description of the Respondent's capabilities to satisfy the requirements of the solicitation. Special bindings, colored displays, etc. are not necessary. Emphasis should be placed on completeness and clarity of content.

TERMS AND CONDITIONS CONTINUED

Taxpayer Identification Number Certification:
Bidders are certifying with the signature applied to this bid response the following,

1. The number shown on this document is the correct taxpayer identification number (or I am waiting for a number to be issued to me)
2. I am not subject to backup withholding,
   (a) I am exempt from backup withholding, or
   (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a failure to report all Interest or dividends, or
   (c) The Internal Revenue Service (IRS) has notified me that I am no longer subject to backup withholding and
3. I am an U.S. person (including an U.S. resident alien)

Certification Instructions:
You shall cross out item #2 above if you have been notified by the Internal Revenue Service (IRS) that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item #2 does not apply.

Debarment:
Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Purchase Order, Contractor becomes suspended, debarred, excluded or ineligible for participation or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend, and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion, or ineligibility of the Contractor.

Environmentally Preferable Purchasing:
The City of Grand Rapids desires wherever possible to reduce energy consumption, reduce waste products, develop higher energy efficiencies, acquire products with less toxic content, higher recycled content, and promote the use of less packaging while encouraging higher recycled content in packaging of shipments. The City also desires to have alternate products/services proposed that would provide more durable, reusable, recycled and/or remanufactured alternatives that will help reduce/eliminate waste or pollution, the products/services offered shall be environmentally preferable so as to provide the best value and best life span consistent with the industry standards for the use of the products/services. In the performance of service contracts, the utilization of alternate fuel vehicles shall be considered.

Reserved Rights:
The City of Grand Rapids reserves the right to request any additional information which might be deemed necessary after responses are submitted as it deems in its own best interests to do so.

Further, the City, as it deems in its own best interest, reserves the right to:

1. Reject any or all bids.
2. Issue subsequent Requests for Bid.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the Request for Bid process.
5. Approve or disapprove the use of particular subcontractors.
6. Solicit best and final offers from all or some of the Bidders.
7. Award an agreement to one or more Bidders.
8. Waive informalities and irregularities in bid responses and/or products proposed.

The City reserves the right to check all references furnished and consider responses received in determining the award. The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of any Agreement and to verify the accuracy of the contents of responses.

Addendum:
The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued per Advantage360 through VSS and prior to the response due date. Respondent should not rely on any representations, statements or explanations other than those made in this solicit or in any written addendum to this solicit. Where there appears to be conflict between the solicit and any addenda issued, the last addendum issued shall prevail.

TERMS AND CONDITIONS CONTINUED

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the City's Advantage360 VSS site prior to submitting a response that all addenda have been received. Respondent who obtains copies of this solicit from sources other than the City's Advantage360 VSS site, risk the potential of not receiving addenda. Such Respondent is solely responsible for those risks.

Price Quotations:
All prices shall be quoted in U.S. dollars. Pricing charged to the City shall include all costs for shipping, freight, delivery, fuel surcharges, etc. No deposits or demurrage of any kind shall be allowed or accepted. No increases over the bid price shall be permitted to compensate the contractor for inefficiency, errors in judgment, increases in labor costs, or profit. Price increases shall only be allowed based on proof of manufacturer's increases in goods, to the supplier.

Quantities:
Due to possible budgetary limitations, quantities listed herein are for cost analysis only and shall not be construed as the minimum or maximum quantities to be purchased by the City.

Response Submittals:
Bidders are required to submit this completed, signed bid document with detailed responses in the fields provided and attachments, etc. Failure to do so may result in rejection of the bid as non-responsive. The City reserves the right to waive, at its discretion, any irregularity or informality that City deems correctable or otherwise not warranting rejection of the bid response.

Responses received after the date and time indicated will not be accepted or considered. Responses may be withdrawn or modified in writing prior to the response submission deadline. Responses that are resubmitted or modified shall be sealed and submitted to the City's Purchasing Department prior to the response submission deadline. Following the deadline date responses will be considered firm.

Electronic: Bidders shall complete this bid document and submit electronically through the VSS portal of CGI Advantage360. Responses shall include this completed, signed bid document, along with any other applicable attachments, etc.

If electronic submittal is not feasible, a hard copy of the completed bid document/response, may be submitted in a sealed container along with any other applicable technical specifications, certifications, and attachments, with the following information prominently displayed on the shipping container:

Purchasing Department - City of Grand Rapids
300 Monroe NW Room 720
Grand Rapids, MI 49503

Bid File #885-40-40
Bulk Chemicals, Liquid Sodium Hypochlorite
Due: March 16, 2021 11:00 AM EDT
Company Name: #####

Hard copies of the response may be either mailed or hand-delivered received and stamped by the City's Purchasing Department by appointment only, no later 11:00 A.M. March 16, 2021. Responses must be shipped in one box or package. If the response is sent by mail or commercial express service, the Respondent shall be responsible for actual delivery of the response to the City Purchasing Department before the deadline. All responses become the property of the City of Grand Rapids. The content of all responses shall be held confidential and sealed until after the public bid opening.

Solicit Evaluation/Award:
The evaluation of and award for this solicitation shall be made to the responsible offer whose response is determined in writing to be the best value for the City taking into consideration total costs and the evaluation factors set forth in the solicitation. Further, the City reserves the right to award the solicitation and enter into a contract deemed to be in the City's best interest. The City reserves the right to award in total, to reject any and all responses in whole or in part, and to waive any informality or technical defects of the products proposed, if, in the City's sole judgment, the best interests of the City will be served.

The award of a contract shall be at the sole discretion of the City. Upon making an award, or giving notice of intent to award, the Purchasing Department will provide appropriate notice through the Advantage360 VSS site, or by email. The contract file shall contain the basis on which the award is made.

TERMS AND CONDITIONS CONTINUED

Factors that will be considered, but shall not be limited to are:

A. Prices/Length of Firm Pricing
B. Quality of Product Bid (see Specifications)
C. Delivery Time
D. Responsiveness to the Bid
E. Bid Discount

Debriefing: The entire solicitation file, including ratings and justifications of award, will become public information and may be available for review upon request, only after final award approvals are completed. Debriefing requests shall be by appointment only.

Award/Insurance:
After the selection of the successful Contractor, the Purchasing Agent shall request verification and submission of Schedule II insurance including pollution insurance (see "Exhibit I") as outlined by the City of Grand Rapids. No work shall begin until the proper insurance forms are received and approved, and a contract and/or purchase order is issued by the Purchasing Agent.

Indemnity Requirements:
Upon execution of the Contract, the Contractor shall agree to assume all liability for and protect, indemnify and save the City, its agents, officers and employees, harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or the parties hereto, and their agents contractors, sub-contractors, officers and employees, arising in connection with or as a direct or indirect result of entering into and performance of the contract, whether or not due to or arising out of the acts of any party thereto or its agents, contractors, sub-contractors, officers and employees, or by or in consequence of any negligence or carelessness in connection with the same or on account of liability or obligation imposed directly or indirectly upon the City by reason of any law of the State of Michigan or the United States, now existing or which shall hereinafter be enacted, imposing any liability or liability or obligations, or providing for compensation to any person or persons on account of or arising from the death of, or injury to employees, said contractor shall pay, settle, compromise, and procure the injury to employees, said contractor shall pay, settle, compromise, and procure the discharge of any and all such claims and all such losses, damages, and expenses.

Contacts:
The Purchasing Department is the sole point of contact in the City of Grand Rapids with regards to all procurement and contractual matters relating to the commodities and/or services described herein. The Purchasing Department is the only office authorized to change, modify, amend, alter, clarify etc., the specifications, terms, and conditions of this bid and any contract awarded as a result of this request. The Purchasing Department shall remain the "sole point of contact" throughout the procurement process until such a time as the Purchasing Agent/Buyer shall direct otherwise in writing.

Project Manager:
The Project Manager when herein after used shall refer to the administrator or designated representative responsible for the facilities as defined herein and will be the contact person for the successful vendor for day-to-day operations. The Project Manager shall be provided to the vendor upon award of the bid. The Purchasing Agent and Purchasing Project Buyer shall serve as contacts for all contractual issues. The Contractor shall schedule and coordinate all services with the Project Manager.

Non-Assignment:
The Contractor shall not assign, sub-contract, or sub to a sub-contractor without the written approval of the Purchasing Agent and the City Project Manager. No subs shall be allowed if not specified initially on the bid document.

Performance by Subcontractors:
The City understands and agrees that delivery services may be made by the subcontractor as specified herein in the questionnaire form. For purposes of this agreement, performance of the services by any subcontractor shall be deemed as performance by the primary contractor itself. The primary contractor shall remain exclusively responsible for the performance or non-performance of the services by any subcontractor, to the same extent as if the primary contractor itself performed or failed to perform such services. The City shall solely consider the primary contractor, and not any subcontractor, for satisfaction of any claims that the City may have arising out of this agreement or the performance or nonperformance of services.

Contract Term:
The contract term shall be for a one-year period from the date on the contract.

TERMS AND CONDITIONS CONTINUED

Orders/Releases/Purchase Orders: Orders shall be placed on an "as needed" basis from the ordering department and agencies at the pricing, terms, and conditions of this Contract. Individual purchase orders will be provided for each order. Vendor shall be aware that orders may be frequent and throughout the year.

Vendors are required to provide City departments and agencies with SDS for all products brought on to City property for any reason, at any time, prior to their use, throughout the life of the contract

Delivery:
All shipments shall be F.O.B. delivered, freight included, to the City of Grand Rapids departments, 1300 Market Avenue SW, Grand Rapids, MI and the Lake Michigan Filtration Plant, Lake Odessa, MI. F.O.B. terms other than "F.O.B. delivered shall not be accepted.

The Contractor shall provide all necessary equipment and personnel to off-load all ordered products/materials from the delivery vehicle to the storage areas.

All chemicals must be properly labeled with all federal, state and local laws or requirements, including OSHA, where applicable.

Delivery of product that does not meet the specifications and needs of the City shall be returned to the Contractor, at no additional cost to the City. The Contractor shall be responsible for all costs incurred in the return of product that does not meet the requirements of the City. On any delivery refused by the City, the awarded Contractor shall be required to immediately ship additional product meeting specifications set forth herein at no additional cost to the City.

Standard Delivery: West Michigan Co-Op Agencies:
The Contractor shall contact each individual Agency for detailed delivery and shipping information, such as locations, hours, etc.

Standard Delivery:
The Contractor shall deliver product as ordered by the Project Manager, Monday through Friday 9:00 a.m. - 2:00 p.m. EST, excluding holidays. The Contractor shall be aware that deliveries may be frequent, with some weekend deliveries possible. Deliveries shall be to various locations throughout West Michigan. Deliveries shall be coordinated with the Project Manager to ensure City personnel will be at any unmanned locations to accept delivery. The Contractor shall provide all equipment and incidentals necessary to provide pneumatic off-loading of materials from the delivery vehicle to the storage area.

Advance Notice of Delivery:
The City reserves the right to require 24-hour advance notice of delivery as required. Notification of delivery shall be made (if this requirement is activated) to the designated Project Manager. Activation of this clause shall be made by the City Project Manager.

Emergency Delivery:
The Contractor shall deliver "emergency" (as determined by the Project Manager) releases within 24-hours of request. The Contractor shall advise the requesting department of approximate charges and obtain the ordering department approval, prior to filling the order, at the prices contained herein.

Cylinder/Tote Deposit/Demurrage:
Cylinder / tote deposits /demurrage of any kind shall not be allowed. No extra or additional charges shall be allowed, no exceptions.

Product Supply:
Contractor shall guarantee an adequate supply of all commodities bid that is ready and available for use upon confirmation of a purchase order for the City of Grand Rapids as specified herein, and at the prices bid, under all market conditions for the life of the contract. The City reserves the right to change products at any time as it deems in its own best interests. No product development of any type, shape, or form shall be allowed or accepted by the City over the life of the contract.

Compensation:
Any provision in this Agreement to the contrary notwithstanding, the maximum obligation of the City for goods described in this agreement is limited to the not-to-exceed amount of $__XXXX__ as specified in subsequent contract(s), unless this Agreement is modified in writing after the City Commission has authorized additional funds. The City is not obligated to spend any minimum or maximum amount authorized under this Agreement.

TERMS AND CONDITIONS CONTINUED

City Income Tax to Be Withheld:
The Contractor shall certify the status of such payment to the City by Affidavit assuring the City regarding the withholding of income taxes as needed.

Personal Property Tax:
The Contractor shall certify the status of such payment to the City by Affidavit assuring the City regarding the payment of property taxes as needed.

Invoicing:
All invoicing of goods shall be forwarded to the City's Project Manager(s). Invoicing shall be on completion of each purchase order request and include but not limited to the following:

A. Contract Number
B. Purchase Order Number
C. Person Ordering
D. Date of Order
E. Priced, Itemized Items
F. Total

Vendor Shall Note:
The successful Contractor shall be aware that invoicing shall be accepted only from the Contractor as listed on the bid document and subsequent term purchase order and only in the format as specified herein. Invoices not meeting this requirement shall be discarded. No consideration shall be made by the City on behalf of the Contractor for any reason in these circumstances. In these circumstances corrected invoices resubmitted for payment shall not be considered after (90) ninety days.

Non-Reimbursable Charges:
Pricing proposed shall include all overhead expenses and incidentals which shall include, but not be limited to shipping/delivery, travel time, vehicle costs and equipment charges, prior to reaching the work site. No additional cost shall be recognized.

Independent Contractor:
The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Grand Rapids. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City of Grand Rapids and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Grand Rapids, nor shall any such person be entitled to any benefits available or granted to employees of the City of Grand Rapids.

Modifications:
This contract shall not be modified, amended, extended, or augmented without prior approval of the Purchasing Agent/Buyer. City Commission approval may also be required. Changes of any nature reflecting a modification to this contract, or any increase or decrease in costs, shall not be permitted without a properly drafted change order submitted by the Purchasing Agent or Buyer. Failure to comply shall result in non-payment of the additions and cancellation of the contract.

Additions/Deletions:
The City reserves the right to add new and/or delete commodities, locations, and other agencies as needed through the life of the contract upon approval of the Purchasing Agent, at the pricing, terms, and conditions herein. Additional commodities, locations, and agencies may be included on this contract upon receipt of written quote by the Purchasing Department, and subsequent change order issued. As this is a non-exclusive contract, City reserves the right to obtain competitive pricing as it deems in its own best interests for any additional items identified by the City, and to order such items from additional vendors if in the City's best interests.

Method of Resolving Dispute:
Should an inspection by the City of Grand Rapids Project Manager reveal that the Contractor's work results in any non-acceptable condition:

A. The City of Grand Rapids Project Manager at the time of the first circumstance shall call for a meeting with the Contractor to eliminate any misunderstanding on the issues involved and work towards an acceptable solution for both parties.
B. If the condition should repeat itself a second time, or continue in an unacceptable manner, the City of Grand Rapids Project Manager, in conjunction with the Purchasing Agent/Buyer, shall issue a written warning of possible contract termination should the condition continue.
C. If the condition should repeat for a third time, the City of Grand Rapids Project Manager and the Purchasing Agent shall call for another meeting with the Contractor and a written notice of contract termination shall be issued by the Purchasing Department.

TERMS AND CONDITIONS CONTINUED

Reports:
The Contractor shall be required to report the contract usage by City departments, including but not limited to: job descriptions, materials provided, labor hours, usage/quantities, weigh slips, amounts paid to the Contractor, etc. All records, regardless of physical form, and the accounting practices and procedures of the Contractor relevant to this contract shall be subject to examination by the City. Such records shall be reported when requested by the Purchasing Department Buyer or the City Project Manager. Contractor shall maintain all the applicable records for at least three years following completion of this contract.

Remedies:
All claims, counterclaims, disputes and other matters in question between the City and the Contractor, including their agents, employees, subcontractors, Contractors or other subordinate parties arising out of or relating to this Agreement or its breach shall be decided in a court of competent jurisdiction within the County of Kent, State of Michigan, or in the U.S. District Court for the Western District of Michigan. This Agreement is to be governed by and interpreted in accordance with the law of the State of Michigan.

Force Majeure:
Any delays in, or failure of performance of either party hereto, shall not constitute default hereunder or give rise to any claims for damages, if, but only to the extent that, delays or failure are the direct result of causes beyond the reasonable control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent, which shall include war, civil disorder, lockouts, riots, strikes, action of the elements, regulations imposed by law or administrative rule. The party so affected shall exercise due diligence in such an event to prevent or overcome such cause and to resume performance as expeditiously as possible.

Waiver:
This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Severability:
This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Press Release or Other Public Communications:
Under no circumstances shall the Contractor without the express written consent of the City: a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and b) Communicate in any way with any Contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City.

Cooperative Agreement:
We will supply the commodities and/or services on this bid, at the prices and terms as specified herein, to the City of Grand Rapids departments, West Michigan Cooperative Purchase Agencies, and to other local agencies/units that in the future may wish to utilize the co-op pricing. As the lead cooperative agency, the City of Grand Rapids reserves the right to add/authorize other municipalities and/or local agencies to the contract at any time during the life of the contract, at the prevailing terms, conditions, specifications, and pricing of the contract.

Can you comply ☑ Yes ☒ No

Company Name

Alexander Chemical Corporation

Print or Type

Signature Robert Davidson, President

ALL PURCHASE ORDERS SHALL BE SUBMITTED BY, INVOICES BILLED TO, AND PAYMENT REMITTED BY, THE AUTHORIZED DEPARTMENTS AND OTHER LOCAL UNITS OF GOVERNMENT ORDERING THE COMMODITIES AND/OR SERVICES.

TERMS AND CONDITIONS CONTINUED

Cancellation:
The City reserves the right to cancel this contract for any or no reason with thirty days written notice at no additional cost to the City. The West Michigan Cooperative Purchase Agencies reserve the right to cancel their portion of this contract for any or no reason with thirty days written notice, at no cost to any of the cities.

Acceptance of Facsimile, Scanned, or Electronic Signatures:
The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image or such other electronic means including a signature entered into the City's Purchasing Software. Such facsimile, scanned, or electronic signature shall be treated in all respects as having the same effect as an original, wet-ink signature.

Counterparts:
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Entirety of Agreement:
This Agreement, and any attachments, incorporated by reference, constitutes the entire agreement between City and Contractor relating to the subject matter hereof and supersedes any previous agreements or understandings, oral or written. If additional or supplemental terms and conditions either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and any special conditions in this response are the only conditions applicable to the response and any ensuing contract and the bidders authorized signature affixed to the response solicitation signature form attests to this.

Vendor shall note: if the City obtains or becomes aware of any and all past or pending complaints, disciplinary actions, civil actions, criminal actions, etc., that were not disclosed in the space and form provided in the bid document, the City reserves the right to unilaterally cancel the contract immediately, as it deems in its own best interests to do so.

Bid responses comply with all terms and conditions contained herein: ☒ Yes ☐ No

If no, list exceptions below in detail:

Bidder Alexander Chemical Corporation

TERMS AND CONDITIONS CONTINUED

Litigation History
A. The Proposer must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving $20,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Proposer must provide the following: The name of the claim, arbitration, litigation or action, the amount at issue or the criminal charges alleged, and the status or final disposition of the case.

B. The Proposer must also provide details of any current or threatened legal actions in Michigan against the Proposer or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Proposer or its parent, or against such a government entity by the Proposer or its parent company or joint venture company(ies). For each action, the Proposer must provide the following: The name of the action and the court in which the action is pending, the action number and the amount at issue.

C. The Proposer shall provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the Internal Revenue Service, the United States Environmental Protection Agency, the Michigan Department of Environmental Quality or a Local Enforcement Agency. The list shall include name of the regulatory agency and the date of enforcement action.

D. The Proposer shall inform the City if it has had a permit, franchise, license, entitlements or business licenses that have been revoked or suspended in the last five (5) years.

E. The Proposer must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five (5) years.

Check One:

[☒] Neither the undersigned firm, nor any of its officers or principals, has been a party to any litigation and/or judgments entered against it or them by any local, state or federal governmental entity, and has had no litigation and/or judgments entered against any such entity on its or their behalf during the past five (5) years.

OR

[☐] The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against it or one or more of its officers or principals by any local, state or federal governmental entity, by any state or federal court, during the past five (5) years.

Alexander Chemical Corporation
COMPANY NAME

Robert Davidson
NAME (PRINT OR TYPE)

President
TITLE

AUTHORIZED SIGNATURE

Failure to check the appropriate blocks above may result in disqualification of your response. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, that the City obtains after the fact, through any means, may result in disqualification of your response and cancellation of any contract(s).

TERMS AND CONDITIONS CONTINUED

Conflict of Interest
By signing below, the Contractor represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Consultant in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Michigan (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

a. is interested on behalf of or through the Consultant directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
b. is an employee, agent, advisor, or consultant to the Consultant or to the best of the Consultant's knowledge any subcontractor or supplier to the Consultant.

Neither the Consultant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Consultant shall have an interest which is in conflict with the Consultant's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Consultant provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event Consultant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Consultant shall promptly bring such information to the attention of the City's Project Manager. Consultant shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions Consultant receives from the Project Manager in regard to remedying the situation.

Conflict/Non-Conflict of Interest Statement: Check One

[☒] To the best of our knowledge, neither the undersigned firm, nor any of its officers or principals, has a potential conflict of interest due to any other clients, contracts, or property interest for this project.
OR
[☐] The undersigned firm, or one or more of its officers or principals, BY ATTACHMENT TO THIS FORM, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Alexander Chemical Corporation
COMPANY NAME

Robert Davidson
NAME (PRINT OR TYPE)

President
TITLE

AUTHORIZED SIGNATURE

SPECIFICATIONS

Scope and Intent:
The City of Grand Rapids desires the establishment of a one-year term contract with two, one-year renewal options for "as needed" purchase and delivery of Liquid Sodium Hypochlorite, meeting ANSI/AWWA Specification B 300, Standard for Hypochlorite and must be compliant with the Safe Drinking Water Act and other federal regulations for potable water, wastewater systems, and reclaimed water as applicable, as per the specifications contained herein.

No product development of any type, shape, or form shall be allowed or accepted by the City over the life of the contract. The unit pricing proposed shall apply to all periodic shipments, delivered upon City request. The City desires product manufactured in the United States.

The City shall deem whether any product proposed and accepted satisfactorily conforms to its required standards.

Bid pricing proposed shall include all product pricing on a per ton basis, delivery, labor, equipment, materials, and incidentals, F.O.B. delivered, freight included to the locations specified herein. Bid pricing shall include all additional incidental charges, i.e. charges for container cleaning, handling, Superfund, EPA mandates. No deposits or demurrage of any kind shall be allowed or accepted.

Sodium Hypochlorite is to be delivered in minimum truckload quantities of 15 tons and the product shall be stored, shipped, and delivered in tamper-evident packaging.

The vendor shall provide additional clarification of the distinction between trade percent and weight percent as defined in the ANSI/AWWA Specification B 300.

Liquid Sodium Hypochlorite bid shall meet the additional following requirements:

Chemical Requirement:
The Sodium Hypochlorite shall contain between 15 and 16 percent available chlorine by volume (trade percent). In the event the available chlorine by volume (trade percent) is lower than specified, the City shall deduct a penalty as follows:

1. For available chlorine between 14 and 15 trade percent, a penalty of 10% of the contract price shall be deducted.

2. For available chlorine between 13 and 14 trade percent, a penalty of 15% of the contract price shall be deducted.

3. For available chlorine between 12 and 13 trade percent, a penalty of 20% of the contract price shall be deducted.

In any event, if the available chlorine is below 12 trade percent, this will be reason for rejection of the shipment. Return of the rejected shipment shall be performed by the vendor at his own expense.

The total free alkali in Sodium Hypochlorite (as $NaOH$) shall not exceed 1.5 percent by weight.

Impurities:
To minimize impurities, the Sodium Hypochlorite delivered by the vendor shall be freshly made for each delivery; that is, a shipment shall not be more than one day old.

Packaging:
The packaging of all materials supplied under this contract shall comply with all rules and regulations, and meet all minimum requirements set forth in Code of Federal SDl Regulations (CFR) Title 49, parts 100-180 as of October 1, 1995. Proof of such compliance shall be available upon request of each City.

Shipping:
Sodium Hypochlorite solution shall be shipped in suitably lined, thoroughly cleaned tank trucks of 3000 - 5000-gallon capacity. The trucks shall be self-sufficient with regard to unloading the hypochlorite into the City's storage tanks. The City will not provide any air, electricity, hose, or other hook-ups.

All shipments to be delivered by company owned trucks. If product will be delivered by a common carrier, approval must be obtained prior to delivery.

All shipments are subject to scheduling by the Cities.

SPECIFICATIONS CONTINUED

The following information must be sent via email prior to each delivery:

- Delivery address
- Date of Delivery
- Carrier Name
- Driver's Name
- Tractor Number
- Trailer Number
- Shipper's Number
- Tank Seal Numbers
- Estimated Time of Delivery
- Copy of the Driver's License to operate a motor vehicle

Testing Procedures
All analysis shall be performed in accordance with the most current and applicable AWWA standards for sodium hypochlorite. Minimal analysis to be reported for each load is:

1. Available Chlorine, in mg/L or trade percent.
2. Free alkali as NaOH.
3. Insoluble matter or impurities.
4. Metals-Quarterly on a batch.
   a. Metal to include arsenic, cadmium, chromium, mercury, copper, nickel, lead, antimony, and selenium as mg/kg of available chlorine.
5. A certificate of analysis for the delivery is to be submitted with the bill of lading to the customer.

Municipality and Plant	Liquid Sodium Hypochlorite Estimated Yearly Usage - Minimum Delivery	
City of Holland		
Water Plant	500 tons	15 tons
Wastewater Plant	740 tons	15 tons
City of Wyoming		
Water Plant	1,400 tons	15 tons
Clean Water Plant	300 tons	15 tons
City of Muskegon		
Water Plant	540 tons	15 tons
City of Muskegon Heights		
Water Plant	200 tons	15 tons
City of Grand Haven	230 tons	15 tons
City of Grand Rapids		
Environmental Services	200 tons (need dependent)	15 tons
Lake MI Filtration Plant	2,200 tons	15 tons

SPECIFICATIONS CONTINUED

DELIVERY AND BILLING ADDRESSES

	DELIVERY ADDRESS	BILLING ADDRESS
CITY OF HOLLAND	City of Holland Attn: *Ross DeVries* Water Treatment Plant 46 North Lakeshore Drive Holland, MI 49424	Holland BPW Accounts Payable 625 Hastings Avenue Holland, MI 49423
	City of Holland Attn: *Theo Van Aken/Bill Grysen* Water Reclamation Facility 42 South River Street Holland, MI 49423 *Deliveries to be specified either the east or west side of street.	Holland BPW Accounts Payable 625 Hastings Avenue Holland, MI 49423
CITY OF WYOMING	City of Wyoming Attn: *Myron Erickson/* *Bob Veneklasen* veneklasenr@wyomingmi.gov Water Treatment Plant 16700 New Holland Street Holland, MI 49424 *Occasionally, loads may need to deliver to one, of two, locations: the Water Treatment Plant and the low service pump station.	Same as delivery
	City of Wyoming Clean Water Plant Attn: *Jon Burke/Myron Erickson* burkej@wyomingmi.gov, 2350 Ivanrest Ave. SW Wyoming, MI 49418	City of Wyoming Clean Water Plant cwpinvoice@wyomingmi.gov
CITY OF MUSKEGON	City of Muskegon Attn: *Joe Buthker* *joe.buthker@shorelinecity.com* 231-724-4104 Water Filtration Plant 1900 Beach Street Muskegon, MI 49441	Same as delivery
CITY OF MUSKEGON HTS	City of Muskegon Heights Attn: *John Allen* jallen@cityofmuskegonheights.org Water Filtration Plant 2323 Seminole Norton Shores, MI 49441	Same as delivery

SPECIFICATIONS CONTINUED

CITY OF GRAND HAVEN	Northwest Ottawa Water Treatment Plant Attn: *Eric Law* elaw@grandhaven.org 30 Sherman Ave. Grand Haven, MI 49417	City of Grand Haven (NOWS) Attn: Accounts Payable Accountspayable@grandhaven.org 519 Washington Street Grand Haven, MI 49417
CITY OF GRAND RAPIDS	City of Grand Rapids Environmental Services Attn: *Dave Harris* *dharris@grcity.us* 1300 Market Avenue SW Grand Rapids MI 49503	Same as delivery
	City of Grand Rapids Environmental Services Attn: *Dave Harris* *dharris@grcity.us* Market Avenue Retention Basin (MARB) 746 Market Avenue SW Grand Rapids MI 49503	City of Grand Rapids Environmental Services 1300 Market Avenue SW Grand Rapids, MI 49503
	*Loads may need to be delivered to either delivery location, needs dependent, as directed by the City of Grand Rapids.	
	City of Grand Rapids Lake Michigan Filtration Plant Attn: *James Outzs* joutzs@grand-rapids.mi.us 17350 Lake Michigan Drive West Olive MI 49460	Same as delivery

Orders/Delivery
Orders will be released on an "as needed" basis by the using Cooperative Purchase Agency against term contract purchase orders. The vendor shall deliver to each location ordering the liquid sodium hypochlorite. Vendor shall be aware that orders may be frequent, throughout the year.

Delivery of shipments to be made as specified for each site, delivered as needed between 8:00 A.M. and 2:00 P.M. EST on weekdays only. No holiday or weekend deliveries will be accepted without prior approval.

City of Grand Rapids delivery requirements - Lake Michigan Filtration Plant:
The vendor shall deliver product as ordered by the Lake Michigan Filtration Plant project manager, Monday through Friday 8:00 a.m. - 2:00 p.m. EST, excluding weekends and holidays (unless prior arrangements have been agreed to by the project manager and vendor), to the Lake Michigan Filtration Plant 17350 Lake Michigan Drive, West Olive MI 49460. A shipment notification sheet shall be checked before the driver enters through plant gates. The shipment notification sheet shall be faxed to the Lake plant by the vendor, and shall include, but not be limited to: the delivery date, driver's name, tractor number, trailer number, estimated time of arrival (allowable time window of +/- 30 minutes), evidence of tanker washout and NSF shipment, and photo identification of driver. Numbered seals may also be utilized on the opening of the trailers. The seal shall be placed on the opening once the product is loaded. The seal shall be intact, and the numbers on the seal shall match the numbers on the shipment notification sheet. A broken seal may indicate tampering and shall be refused and replaced with new product at no additional cost to the City. Evidence of tanker washout and NSF shipment shall be provided with each delivery. Deliveries made on a wrong day or at a different time from the ETA (including outside of the allowable time window) may be refused at no additional cost to the City. On any delivery refused by the City, the awarded vendor shall be required to immediately ship additional product meeting specifications set forth herein at no additional cost to the City. Tanker deposits / demurrage of any kind shall not be allowed. No extra or additional charges shall be allowed, no exceptions. No extra or additional charges shall be allowed over the life of the contract.

SPECIFICATIONS CONTINUED

City of Grand Rapids delivery requirements - Environmental Services:
The vendor shall deliver bulk product as designated by the City project manager to the Retention Basin, 746 Market SW Grand Rapids MI 49503, and/or to 1300 Market SW Grand Rapids MI 49503, utilizing the City of Grand Rapids' unloading station using 2" Evertite adapters. The vendor shall provide air for tanker pressurization, to be included in the bid price proposed.

All deliveries shall occur between the hours of 9:00 AM and 2:00 PM EST, Monday through Friday. Evidence of tanker washout and NSF shipment shall be provided with each delivery. For all deliveries to City departments, a shipment notification sheet shall be checked before the driver enters through plant gates. The shipment notification sheet shall be faxed to the Wastewater Treatment Plant by the vendor, and shall include, but not be limited to: the delivery date, driver's name, tractor number, trailer number, estimated time of arrival (allowable time window of +/- 30 minutes), and photo identification of driver. Deliveries made on a wrong day or at a different time from the ETA (including outside of the allowable time window) may be refused at no additional cost to the City. On any delivery refused by the City, the awarded vendor shall be required to immediately ship additional product meeting specifications set forth herein at no additional cost to the City. Tanker deposits / demurrage of any kind shall not be allowed. No extra or additional charges shall be allowed, no exceptions. No extra or additional charges shall be allowed over the life of the contract.

SOLICITATION RESPONSE - COST SHEET

ITEM # **YEAR 1**

Cities of Grand Rapids, Holland, Wyoming, Muskegon, Muskegon Heights & Grand Haven.

1. Ton Liquid Sodium Hypochlorite, $_____/Ton $_____/Gallon

Estimated Annual Quantity for all Agencies: 6,310 Tons

Tank Truck
Specify common carrier or company owned truck Circle Transport or Common Carrier

Specify Manufacturer Alexander Chemical Corporation Product Name Sodium Hypochlorite

Any and all costs associated with providing the liquid sodium hypochlorite as specified are to be included in the above cost.

Bidder: Alexander Chemical Corporation

See addendum 1

ADDENDUM

Date:	March 3, 2021
To:	All Prospective Bidders
Solicitation Number:	RFB 233 21000063, Bid File #885-40-49
Subject:	Bulk Chemicals, Liquid Sodium Hypochlorite – Co-Op
Solicitation Due Date:	11:00 a.m. EDT, March 16, 2021

The Addendum shall be completed by the Respondent, incorporated in and submitted as part of the referenced bid.

Page 1, 1st Sentence, currently reads:

Bids are requested for a one-year term contract for the "as needed" purchase and delivery of liquid sodium hypochlorite, as per the specifications contained herein.

Page 1, 1st Sentence shall now read:

Bids are requested for a one-year term contract with two, one-year renewal options for the "as needed" purchase and delivery of liquid sodium hypochlorite, as per the specifications contained herein.

Page 5, Contract Term currently reads:

Contract Term:
The contract term shall be for a one-year period from the date on the contract.

Page 5, Contract Term shall now read:

Contract Term:
The initial contract term shall be for a one-year period from the date on the contract. Renewals shall be for the same period of the following years upon approval of the Purchasing Agent. Pricing provided to the City herein shall remain firm for each contract period.

The following shall be added:

Page 5, Renewal Options:

Renewal Options:
The City reserves the right to renew the contract for two additional one-year terms at the prices contained herein and upon approval of the Purchasing Agent/Buyer.

Item #1 currently reads:

ITEM # Cities of Grand Rapids, Holland, Wyoming, Muskegon, Muskegon Heights & Grand Haven.	**YEAR 1**	
1. Ton Liquid Sodium Hypochlorite	$____/Ton	$____/Gallon

Estimated Annual Quantity for all Agencies: 6,310 Tons

Tank Truck
Specify common carrier or company owned truck _____

Specify Manufacturer _____ Product Name _____

Any and all costs associated with providing the liquid sodium hypochlorite as specified are to be included in the above cost.

Item #1 shall now read:

ITEM # Cities of Grand Rapids, Holland, Wyoming, Muskegon, Muskegon Heights & Grand Haven.	**YEAR 1**	**YEAR 2**	**YEAR 3**
1. Ton Liquid Sodium Hypochlorite	$156.67/Ton $0.7849/Gal.	$156.67/Ton $ 0.7849/Gal.	$156.67/Ton $0.7849/Gal.

Estimated Annual Quantity for all Agencies: 6,310 Tons

Tank Truck
Specify common carrier or company owned truck Circle Transport or Common Carrier

Specify Manufacturer Alexander Chemical Corporation Product Name Sodium Hypochlorite

Any and all costs associated with providing the liquid sodium hypochlorite as specified are to be included in the above cost.

All other terms and conditions, specifications shall remain as stated in the bid solicitation.

Sincerely,

Kelly Criner
Buyer

Company Name Alexander Chemical Corporation

SOLICITATION RESPONSE - QUESTIONNAIRE

Bidders are required to complete the information as requested herein; failure to do so may result in the bid being rejected as non-responsive.

List three (3) contacts, other than the City of Grand Rapids, for which your company has provided the exact product proposed for other municipalities within the previous 24 months, include the company name, address and location, contact name and information:

Company Name	Address/City	Phone #	E-mail	Contact Person
City of Milwaukee, WI	841 North Broadway, Milwaukee, WI 53202	414-286-2392		Nathan Churchill
City of Mishawaka, IN	600 E. Third Street, Mishawaka, IN 46544	574-258-1652		David Majewski
City of Goshen, IN	204 E. Jefferson Street, Goshen, IN 46528	574-537-3816		Keitha Windsor

Company Experience:
Provide a brief summation of your company's history and credentials including year established, principle owner(s) and officers, the number of continuous years your company has been in business as provider of the products/services specified, affiliations, awards, etc., and other information that would indicate your qualifications and capabilities of providing the product and delivery services specified herein.

The Alexander Chemical Company (ACC) has been a reliable manufacturer and supplier of Sodium Hypochlorite 12.5% Solution (Bleach) to Municipal and Wastewater Treatment facilities in the greater Midwest, for over 40 years. As a manufacturer, we can offer exacting strengths of fresh Bleach. Our supply capabilities are clearly, the best of any Midwest manufacturer.

At the present time, ACC is capably supplied by four raw material partners that understand our needs regarding Municipal water treatment facilities. Both of our raw materials for the production of Bleach (Chlorine and Sodium Hydroxide), are supplied from domestic manufacturers with a presence in both the Gulf and the Midwest, allowing for security of product availability should season disruption happen in the Gulf area from hurricanes. All raw materials are received by rail car, allowing for an optimal low cost of raw materials.

We remain a "manufacturer of choice" by both our customers and the raw material suppliers we purchase from because of our positive safety records. The aspect of safety is most critical when handling Chlorine, Caustic and Bleach and our "over the road" safety record is in excess of 3 years now without incident. ACC operates its' own fleet of power units, has company drivers and 7 Bleach trailers on the road, allowing for maximum flexibility when scheduling deliveries.

Specify the following contacts if awarded the contract:

	Name	Phone	Mobile	E-mail
Orders:	Customer Service	(800) 348-8827		orders@alexchem.com
Administrative:	Jennifer Stewart, Bid Specialist	(800) 348-8827		bids@alexchem.com

Bidder: Alexander Chemical Corporation

Delivery Time:
Specify delivery timeframe for orders, from receipt of purchase order. 3-4 business /Days

Specify the location (s) where the product proposed is manufactured, as well as storage/inventory location(s).
7593 S First Road, Kingsbury Industrial Park, Kingsbury, Indiana 46345

Emergency Delivery:
Emergency deliveries are required to arrive within 24-hours of request from the designated Project Manager at the prices as listed on the bid form, can you comply: ☒ Yes ☐ No.

Specify any minimum order quantities required for emergency delivery: _____

If using subcontractors in the performance of any part of this contract, provide complete company information and detail, including but not limited to company name, services to be performed, etc.: _____

List national holidays observed by your company that may affect the delivery of goods:

☒ New Year's Day	☐ Martin Luther King Day	☒ Memorial Day
☐ Independence Day	☒ Labor Day	☒ Thanksgiving Day
☒ Friday after Thanksgiving	☒ Christmas Eve	☒ Christmas Day
☒ Other: Fourth of July	☒ Other: Good Friday	☒ Other: New Year's Eve

Bidder: Alexander Chemical Corporation

BID AWARD & CONTRACT

Bidders should sign this form at the time the Bid is submitted. If the contract is awarded to the bidder, the City will execute the contract after City Commission approval.

By signing this BID AWARD & CONTRACT, the bidder agrees to be bound by its content.

THIS CONTRACT is entered into on ___________. The contract includes:

The bid solicitation documents, the bidder's bid response documents, any required insurance or bond forms, the Equal Opportunity and/or Affirmative Action provisions required by City Policy whether attached or not and all other provisions required by law, City Charter, ordinance or City Policy whether attached or not.

By executing this CONTRACT, the parties agree to be bound by its terms and by the documents referred to which are incorporated herein by reference.

The City of Grand Rapids, a
Michigan Municipal Corporation

By: ____________________________________
Rosalynn Bliss, Mayor

Attested: ____________________________________
Joel H. Hondorp, City Clerk

BIDDER/CONTRACTOR

Alexander Chemical Corporation
Full Legal Company Name (Type or Print)

Amy Berggren
Signature of Authorized Representative: Amy Berggren

Assistant Secretary
Title of Authorized Representative

Signature of Company Officer: Robert Davidson

Witnessed: Jennifer Stewart
Jennifer Stewart, Bid Specialist

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 04/13/2021	Title: Sodium Hypochlorite Feed System
Submitted By: Joe Buthker	Department: Public Works - Filtration

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

Detailed Summary:

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
Northern Boiler	$149,750.00
Hurst Mechanical	$186,306.00
Franklin Holwerda Company	$349,000.00

This project was budgeted as part of the planned WMRWA-eligible capital improvements at the Water Filtration Plant.

Amount Requested: $134,500.00	Amount Budgeted: $500,000.00
Fund(s) or Account(s): 591-92034-5346	Fund(s) or Account(s): 591-92034-5346

Recommended Motion:

Authorize staff to contract with Pressures & Pipes to perform the replacement of the sodium hypochlorite chemical lines at the Water Filtration Plant.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

PRESSURES
& PIPES, INC
MECHANICAL CONTRACTORS

Muskegon's Premier Mechanical Contractor

Andy J. Egan Co., Inc.

Part of the Egan Family of Companies
2001 Waldorf NW | Grand Rapids, MI 49544
p. 231.739.4530 | info@pressuresandpipes.com
www.pressuresandpipes.com

Proposal

March 16th, 2021

Muskegon Water Filtration Plant
c/o City of Muskegon
933 Terrace Street
Muskegon, Michigan 49440

Re: Sodium Hypochlorite Piping Replacement

We are pleased to submit a proposal to provide labor, tools, and material for the following work which was discussed during the pre-bid walk through on 3/1/2021, the requirements and specifications in the bid documents and addendum #1.

- Remove existing sodium hypochlorite pipes, fittings, valves, and hardware. Install new.
- sodium hypochlorite pipes, fittings, valves, and hardware in an identical configuration to the
- existing components. Any changes from the existing configuration are listed below.
- Additional changes will be considered but must be approved by the City.

Replace all the sodium hypochlorite pipes, fittings, valves, and hardware in the following:

- From the Chemical Fill room to the Sodium Hypochlorite Room
- The Sodium Hypochlorite Room
- From the Sodium Hypochlorite Room to the following five application points:
- 60" raw water
- 36" raw water (with a new chemical injection quill)
- 48" raw water (36" raw water backup feed & emergency chlorination feed)
- 36" settled water.
- Settled water rising well.

Material specifications:

- Pipes must be CPVC schedule 80.
- Valves 2 inches and smaller are to be CPVC schedule 80 vented ball valves compatible with sodium hypochlorite.
- Valves larger than 2 inches are to be diaphragm valves and made with materials compatible with sodium hypochlorite.
- Cement and primer are to be specifically formulated for compatibility with sodium hypochlorite.
- Gaskets and seals are to be sodium hypochlorite compatible.
- Y-strainers in the Chemical Fill room must have magnetic plug.

Transfer pump modifications:

- Modify concrete pads as required to level pumps.
- Pump suction lines should be a single perpendicular line from the storage tank suction line; diaphragm valves should be replaced with vented ball valves.
- Remove flange fittings and gate valves from discharge piping; only a vented ball valve is necessary.

Chemical feed pump modifications:

- Suction lines should eliminate the 90° elbow by orienting the tee fitting toward the pump rather than down.
- All suction and discharge lines should be designed to work with the Watson Marlow peristaltic pumps.
- Install new 0-100 psi pressure gauges with sodium hypochlorite compatible gauge guards.
- Properly seal around piping that travels through walls and floors.
- Pipes need to be banded yellow and labeled sodium hypochlorite.
- Replace existing insulation around pipes where currently present; insulation will need to be banded yellow and labeled sodium hypochlorite.
- Any rusted or failed slotted strut channel, pipe straps, and hangers in the sodium hypochlorite room will need to be replaced and painted.
- Proposal to include references of past work on chemical lines, preferably with sodium hypochlorite.
- Proposal to include timeline for project completion. Vendor shall provide weekly progress reports of project status, including notification of any critical issues affecting progress.
- All work must be completed in a way the plant can maintain operations and does not have to shut down the water treatment process. Each step of the project will have to be coordinated with water filtration plant staff to ensure no disruptions to the treatment process.
- Work must include a one-year warranty beginning from the date of completion.
- Includes all required permits.
- Pressure testing with water is to be completed on all pipe runs. Test will be run for two hours at 1.5 times the working water pressure, show no loss, and include a visual inspection of all joints for leaks. Working water pressure is 30 psi for all lines except the feed labeled "48" Raw" that feeds the high service pump station, which has a working water pressure of 100 psi.
- Disposal of all removed material is to be included as part of the proposal.
- Slotted channel to be white-painted steel sized to match existing channel being replaced.
- All clamps, hangers, and hardware in need of replacement will be zinc-plated steel.
- Parts of the system that had been replaced/repaired though not painted yellow are to be replaced as well.
- Distance between yellow banding is to be 10 feet.
- Pipes are to be labeled "Chlorine" and have an arrow indicating flow every 20 feet.
- Pipelines with existing insulation need to be replaced with foam pipe insulation and need to be banded and labeled chlorine as indicated above.
- The 3-inch ball valves in the chemical fill room will be replaced with vented ball valves, not diaphragm valves.
- Water plant staff will handle the draining of the bulk/day tanks. This will need to be coordinated with water plant staff.
- Bids will include estimated start time based on time it takes to procure materials and an estimated date of completion from start time.

Subcontractors:

- Clifford Buck
- Insulation Services

Chemical Piping References:

- ***Bayer Crop Science/BASF – North Muskegon***

Richard Pospisil
Head of Site Health, Safety, Environmental and Security

Phone: +1 231 719-3080, Mobile: +1 231 747-3914, Email: richard.pospisil@basf.com
Postal Address: BASF Corporation, 1740 Whitehall Road, Muskegon, MI, 49445

- ***Lorin Industries***
- ***American Chemical Solutions (formerly East Shore Chemical)***

Anticipated Start/Completion:

- Prepared to begin work 1 week after award of contract and have an anticipated completion time of 4-6 weeks.

Total Base Bid Amount: $ 134,500.00

Alternate #1: $14,900.00

Please contact me with any questions, concerns, or further clarification.

Respectfully,

Tim Hodgin

timh@pressuresandpipes.com

O 231.855.2009

C 231.739.4530

PRESSURES & PIPES, INC

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature Tim Hodgin Title Estimator / Project Manager

Print Name Tim Hodgin Date 3/16 2021

Firm Name Pressures and Pipes

Address 143 W. Sherman Blvd.

Muskegon, Michigan 49444

Telephone No. (231) 739-4530

E-Mail timh@pressuresandpipes.com

Fax No. ——

BID FORM

Lump Sum

Base Bid
Sodium hypochlorite feed system replacement — $134,560.00

Alternate #001
High service pump station pipeline — $14,900.00

Company Name: PRESSURES AND PIPES

Address: 143 W. SHERMAN BLVD.
MUSKEGON, MICHIGAN 49444

Phone: (231) 739-4530

Email: timh@pressuresandpipes.com

Signature/Date: [signature] 3/16 2021

Title: Estimator / Project Manager

Printed Name: Tim Hodgin

CONTENTS OF PROPOSAL SUBMITTAL

At a minimum, each proposal shall include the following items:

1. Signed and Completed Proposal & Award Page
2. Signed and Completed Bid Form
3. Listing of any identified Subcontractors
4. Copy of Insurance

Estimate # 15193

NORTHERN BOILER
MECHANICAL CONTRACTORS
2025 LATIMER DRIVE • MUSKEGON, MICHIGAN 49442
TELEPHONE: [231] 777-2525 FAX: [231] 777-2853

3/10/21

Submitted to:
City of Muskegon

Water Filtration Plant
Sodium Hypochlorite Feed Line Replacement
Additional Project Requirements - Attachment

Per your RFP please note the following:

- References of past work on chemical lines – James Kellington
  Sun Chemical
  James.Kellington@sunchemical.com

  Mike Scudder
  Honeywell Corp.
  Michael.Scudder@Honeywell.com

- We expect project completion to be no more than 12 weeks after receipt of order.
- Each outage for tie-ins to existing equipment will be coordinated with plant staff in order to maintain operations.
- One year warranty is included from the date of completion.

Thank you for considering Northern Boiler for this project. Please contact us with any further questions.

Project Mgr. – Jim Wheeler Date_______3/11/21_______
Jwheeler@northernboiler.com (231) 206-3706

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature ______________ Title PROJECT MGR.

Print Name JIM WHEELER Date 3-8-21

Firm Name NORTHERN BOILER MECHANICAL

Address 2025 LATIMER DR.
MUSKEGON MI.
49442

Telephone No. (231) 206-3706

E-Mail JWHEELER@NORTHERNBOILER.COM

Fax No. (231) 777-2853

BID FORM

Lump Sum

Base Bid
Sodium hypochlorite feed system replacement $ 149,750.00

Alternate #001
High service pump station pipeline $ 8,900.00

Company Name: NORTHERN BOILER MECHANICAL CONTRACTORS

Address: 2025 LATIMER DR.

MUSKEGON MI. 49442

Phone: (231) 206-3706

Email: JWHEELER@NORTHERNBOILER.COM

Signature/Date: 3-8-21

Title: PROJECT MGR.

Printed Name: JIM WHEELER

CONTENTS OF PROPOSAL SUBMITTAL

At a minimum, each proposal shall include the following items:

1. Signed and Completed Proposal & Award Page
2. Signed and Completed Bid Form
3. Listing of any identified Subcontractors
4. Copy of Insurance

P- (616) 784-4040
F- (616) 785-7900
5800 Safety Dr. NE
Belmont, MI 49306
www.hurstmechanical.com

EXCLUSIVELY COMMERCIAL & INDUSTRIAL

PROPOSAL

City Of Muskegon
Water Filtration Plant
1900 Beach Street
Muskegon, MI 49440

March 16, 2021

SUBJECT: SODIUM HYPOCHLORITE FEED LINE REPLACEMENT

Hurst Mechanical Will Provide All Necessary Labor And Materials For The Following

- Removal and disposal of existing piping and fittings as noted on the invitation to bid along with all items discussed during our site visit to the facility
- Provide and install all necessary schedule 80 CPVC piping and fittings for installations of all new piping including from the chemical fill room to the sodium hypochlorite room, piping in the sodium hypochlorite room, 60" raw water, 36" raw water, 48" raw water, 36" settled water and settled water rising well
- 2" and smaller valves will be vented ball valves compatible with sodium hypochlorite
- Valves which are larger than 2" will be diaphragm valves compatible with sodium hypochlorite
- Provide pressure testing of piping as specified in the bid documents
- Provide and install all necessary hangers, brackets and supports for piping as necessary. Portions of the existing hangers will be reused and portions will be replaced with new including painting of slotted channel white as specified
- Provide yellow banding and label piping per specifications
- Coordinate all installations with water plant staff including setting up for staff to drain the bulk/ day tanks as work progresses and work together on scheduling of replacements of all parts of the system
- Provide a dumpster for removal of existing piping systems
- Modify the concrete pads if/ as required to level pumps and pipe into the pumps per specifications
- Eliminate the 90 on the suction lines by installing tees toward the pumps rather than down as existing
- Seal around all wall and floor openings
- Install new 0-100 pressure gauges with sodium hypochlorite compatible guards
- Replacement of portions of insulation as noted in the specifications
- One year warranty included
- Cleanup and removal of all work associated debris
- Labor in this proposal is figured during normal business hours (7-4)
- Provide weekly progress reports of project status to plant staff

Past Work References
Grand Rapids WWTP- WAS Thickening Project
Three Rivers- Ferric Chloride System Improvements
GR WWTP- Franklin Pump Station Improvements
St. Joe- WWTP Improvements

*Note: Lead time for materials and equipment is approximately 3 weeks at this time. We would need to coordinate with staff/ plant for daily shut downs of piping to get new piping in place and schedule removal of existing piping as not to interfere with disruptions to the treatment process. This will need to be coordinated on a daily/ weekly basis. Pricing provided on bid form. *

Respectfully,
Mark Cooper
Project Manager- Master Plumber

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature [signature] Title PROJECT MANAGER

Print Name MARK COOPER Date 3/16/2021

Firm Name HURST MECHANICAL

Address 5800 SAFETY DRIVE NE

BELMONT, MI 49306

Telephone No. 616 785 6826

E-Mail mcooper@hurstind.com

Fax No. 616 785 7900

BID FORM

	Lump Sum
Base Bid Sodium hypochlorite feed system replacement	$ 186,306.00
Alternate #001 High service pump station pipeline	$ 12,260.00

Company Name: HURST MECHANICAL

Address: 5800 SAFETY DRIVE NE
BELMONT, MI 49306

Phone: 616 785 6826

Email: mcooper@hurstind.com

Signature/Date: 3/16/2021

Title: PROJECT MANAGER/ MASTER PLUMBER

Printed Name: MARK COOPER

CONTENTS OF PROPOSAL SUBMITTAL

At a minimum, each proposal shall include the following items:

1. Signed and Completed Proposal & Award Page
2. Signed and Completed Bid Form
3. Listing of any identified Subcontractors
4. Copy of Insurance

FHC

MECHANICAL • SHEET METAL • FIRE PROTECTION • SERVICE

City of Muskegon

Water Filtration Plant – Sodium Hypochlorite Feed Line

Bid Assumptions

Start: Two (2) weeks after Notice to Proceed

Completion: Three (3) months from Start Date

Subcontractor: M & I Insulation

P.O. Box 9100, 2509 29th Street S.W. • Wyoming, Michigan 49519 • (616) 538-3231 • Fax (616) 538-2797

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature Micah Holt Title President / Treasurer

Print Name Micah Holt Date 3/16/2021

Firm Name Franklin Holwerda Company

Address 2509 29th Street, SW

Wyoming, MI 49519

Telephone No. (616) 538-3231

E-Mail jake@franklinholwerda.com

Fax No. (616) 538-2797

BID FORM

	Lump Sum
Base Bid Sodium hypochlorite feed system replacement	$ 349,000.00
Alternate #001 High service pump station pipeline	$ 7,700.00

Company Name:	Franklin Holwerda Company
Address:	2509 29th Street, SW
	Wyoming, MI 49519
Phone:	(616) 538-3231
Email:	jake@franklinholwerda.com
Signature/Date:	March 16, 2021
Title:	President / Treasurer
Printed Name:	Micah Holt

Addendum: 1 Dated: 3/1/2021

CONTENTS OF PROPOSAL SUBMITTAL

At a minimum, each proposal shall include the following items:

1. Signed and Completed Proposal & Award Page
2. Signed and Completed Bid Form
3. Listing of any identified Subcontractors
4. Copy of Insurance

FHC

MECHANICAL • SHEET METAL • FIRE PROTECTION • SERVICE

CONSENT RESOLUTION OF THE BOARD OF DIRECTORS OF FRANKLIN HOLWERDA COMPANY

WHEREAS, Robert Holt, Micah Holt, Douglas Holt and Josh Whitcomb are the sole members of the Board of Directors;

NOW THEREFORE, the following resolutions are adopted:

RESOLVED, that Robert Holt, Micah Holt, Douglas Holt, and Josh Whitcomb shall continue as Directors until their successors are elected.

FURTHER RESOLVED that Robert Holt shall fill the office of C.E.O., Micah Holt shall fill the office of President and Treasurer, Doug Holt shall fill the office of Vice President, and Josh Whitcomb shall fill the office of Vice President and Secretary.

FURTHER RESOLVED that Robert Holt, Micah Holt, Douglas Holt and Josh Whitcomb have absolute authority to sign any contract documents.

Dated: January 1, 2020

Robert Holt

Micah Holt

Douglas Holt

Josh Whitcomb

P.O. Box 9100, 2509 29th Street S.W. • Wyoming, Michigan 49519 • (616) 538-3231 • Fax (616) 538-2797

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Highway Aggregates, Materials, and Concrete
Submitted By: Doug Sayles	Department: Public Works

Brief Summary:

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

Detailed Summary:

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	Amount Budgeted: Varies by fund
Fund(s) or Account(s): 101, 202, 203, 590, 591	Fund(s) or Account(s): 101, 202, 203, 590, 591

Recommended Motion:

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

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Concrete
BID TABULATION
March 23, 2021

***Bid selection based on 7-sack mix which is the most commonly used product, inclusion of other charges for "multiple drop locations" and "small load charges".**
It should also be noted that concrete purchases may include several miscellaneous charges, including, but not limited to, hot water, chloride, winter price, and extra unload time.

			Contractor	Port City Redi Mix	
			Address	1780 Sheridan Rd	
			City/St	Muskegon, MI	
			Phone	888-424-9800	
	DESCRIPTION	UNIT		UNIT PRICE	
1	5 Sack Mix	CU.YD.		$110.00	
2	6 Sack Mix	CU.YD.		$115.00	
3	7 Sack Mix*	CU.YD.		$120.00	
4	9 Sack Mix	CU.YD.		$130.00	
5	Minimum Load	# CU YD		2 cu yd	
6	Small Load charge, add	CU.YD.	4 - 5	$80.00	
		CU.YD.	3 - 4	$80.00	
		CU.YD.	2 - 3	$110.00	
		CU.YD.	1 - 2	N/A	
7	Separate location drop charge	per drop		$0.00	
	Winter Price - Hot Water	CY	Dec-March	$9.00	
	Winter Price - Hot Water	CY	Nov & April	$5.00	
	Chloride - 1%	CU.YD.		$2.25	
	Chloride - 2%	CU.YD.		$4.50	
	Other charges			N/A	

Aggregates
BID TABULATION
March 23, 2021

					Contractor / Address / City/St / Phone		Verplank Trucking, P.O. Box 8, Ferrysburg, MI, 616-935-9025		Yellow Rose Transport, 3531 Busch Dr., Grandville, MI, 616-534-0077		McCormick Sand, 5430 Russell Rd., Twin Lake, MI, 231-766-0466	
	DESCRIPTION	QUANTITY	UNIT	Deliver or Pickup			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	32FA/H1 (course stonesand)	500	TON	DEL			$23.55	$11,775.00	$22.75	$11,375.00		$0.00
				PU			$21.35	$10,675.00		$0.00		$0.00
2	Road Slag, 22A	5,000	TON	DEL			$14.50	$72,500.00	$14.40	$72,000.00		$0.00
3	22A, 23A Road Gravel-Natural	500	TON	DEL			$13.00	$6,500.00	$13.00	$6,500.00		$0.00
				PU				$0.00		$0.00		$0.00
4	2NS Sand/Torpedo Sand or equal product	500	TON	DEL			$11.70	$5,850.00	$11.50	$5,750.00		$0.00
				PU				$0.00		$0.00		$0.00
5	Screened Top Soil	500	CU.YD.	DEL			$12.00	$6,000.00	$14.25	$7,125.00	$15.45	$7,725.00
				PU				$0.00		$0.00	$12.50	$6,250.00
6	Fill Sand (beach sand not equal)	2,000	CU.YD.	DEL			$8.00	$16,000.00	$7.50	$15,000.00	$6.15	$12,300.00
				PU				$0.00		$0.00	$3.20	$6,400.00

Highway Maintenance Materials
BID TABULATION
March 23, 2021

				Contractor	Asphalt Paving, Inc.		Michigan Paving Mat		Great Lakes Chloride, Inc.	
				Address	1000 E. Sherman Blvd		1600 N. Elm		PO Box 634	
				City/St	Muskegon, MI		Jackson, MI		Grand Haven, MI	
				Phone	231-733-109		517-740-4960		574-527-0287	
	DESCRIPTION	QTY	UNIT	Deliver or Pickup	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	38% Liquid Calcium Chloride (road brine) spread	85,000	GAL	DEL		$0.00		$0.00	$0.59	$50,150.00
2	32% Liquid Calcium Chloride (winter salting) to storage	15,000	GAL	DEL		$0.00		$0.00	$0.56	$8,430.00
3	Bituminous Asphalt 4:12, 3C-Base	200	TON	PU	$68.50	$13,700.00	$72.00	$14,400.00		$0.00
4	Bituminous Asphalt 4:12, 4C-Top	1000	TON	PU	$69.50	$69,500.00	$72.00	$72,000.00		$0.00
5	Sylvax Patching Materials	500	TON	DEL		$0.00		$0.00		$0.00
				PU	$110.00	$55,000.00		$0.00		$0.00
6	AE90 Asphalt Emulsion	30,000	GAL	DEL		$0.00		$0.00		$0.00
7	Crack Sealant	50,000	LBS	DEL		$0.00		$0.00		$0.00
				PU		$0.00		$0.00		$0.00

				Contractor	Sherwin Industries, Inc.		P&T Products, Inc		Bit-Mat Products	
				Address	2129 W. Morgan Ave		472 Industrial Pkwy		401 Tiernan Rd	
				City/St	Milwaukee, WI		Sandusky, OH		Bay City, MI	
				Phone	414-281-6400		231-833-3030		989-684-0341	
	DESCRIPTION	QTY	UNIT	Deliver or Pickup	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	38% Liquid Calcium Chloride (road brine) spread	85,000	GAL	DEL		$0.00		$0.00		$0.00
2	32% Liquid Calcium Chloride (winter salting) to storage	15,000	GAL	DEL		$0.00		$0.00		$0.00
3	Bituminous Asphalt 4:12, 3C-Base	200	TON	PU		$0.00		$0.00		$0.00
4	Bituminous Asphalt 4:12, 4C-Top	1000	TON	PU		$0.00		$0.00		$0.00
5	Sylvax Patching Materials	500	TON	DEL		$0.00		$0.00		$0.00
				PU		$0.00		$0.00		$0.00
6	AE90 Asphalt Emulsion	30,000	GAL	DEL		$0.00		$0.00	$2.18	$65,400.00
7	Crack Sealant	50,000	LBS	DEL	$0.46	$23,125.00	$0.50	$25,000.00		$0.00
				PU	$0.42	$21,000.00		$0.00		$0.00

				Contractor	Michigan Paving & Materials		Lakeland Asphalt Corp		Unique Paving Materials	
				Address	1950 Williams St		548 Avenue A		3993 E. 93rd St	
				City/St	Alma, MI		Battle Creek, MI		Cleveland, OH	
				Phone	989-402-5932		269-964-1720		231-883-3030	
	DESCRIPTION	QTY	UNIT	Deliver or Pickup	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	38% Liquid Calcium Chloride (road brine) spread	85,000	GAL	DEL		$0.00		$0.00		$0.00
2	32% Liquid Calcium Chloride (winter salting) to storage	15,000	GAL	DEL		$0.00		$0.00		$0.00
3	Bituminous Asphalt 4:12, 3C-Base	200	TON	PU		$0.00		$0.00		$0.00
4	Bituminous Asphalt 4:12, 4C-Top	1000	TON	PU		$0.00		$0.00		$0.00
5	Sylvax Patching Materials	500	TON	DEL		$0.00	$96.00	$48,000.00	$109.15	$54,575.00
				PU		$0.00		$0.00	$89.00	$44,500.00
6	AE90 Asphalt Emulsion	30,000	GAL	DEL	$2.60	$78,000.00		$0.00		$0.00
7	Crack Sealant	50,000	LBS	DEL		$0.00		$0.00		$0.00
				PU		$0.00		$0.00		$0.00

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13th, 2021	Title: G & L Chili Dogs Concession Agreement-various City Parks
Submitted By: Doug Sayles/Leo Evans	Department: Public Works

Brief Summary:

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.

Detailed Summary:

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 outline in their proposal. The business will be operating a mobile food truck, per their proposal. Commission is $1,000.00 and 5% gross receipts annually.

Amount Requested	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: 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.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Home of the amazing Greek Chili Dog

William Silvey
G&L Chili Dogs
771 W Sherman Blvd
Muskegon, MI 49442
231-327-6727

Dear Doug Sayles and committee,

The intent of this proposal is to request access to park properties owned by the City of Muskegon during the 2021 calendar year for food vending and concession purposes. Our Original Greek Chili Dog has been prepared the same way since 1926 and has created a large following of loyal customers. Paired with a modern twist on other American classics, we believe that we can provide a unique food experience to tourists and locals at City of Muskegon properties this year that benefits both the City of Muskegon's tourist efforts and our business marketing.

Agreements:
We agree to pay the $1,000 as well as 5% of all gross receipts while serving on a City of Muskegon parks property.
We agree to use our social media and website resources to promote our location to attract attention to the City of Muskegon parks.
We agree to include your insurance phrasing exactly as written on our insurance certificate.
We agree to be fully licensed by the Michigan Secretary of State and Michigan Department of Health and possess all necessary permits to operate our special transitory food unit.
We agree to follow all regulations and rules provided by the City of Muskegon while operating on their properties.

Vending:
Special Transitory Food Unit (Mobile Food Truck)

Location:
We have interest in operating at several parks maintained by the City of Muskegon that have the ability to host our mobile food truck as described in this proposal. Specifically we would like to operate at: Pere Marquette Beach, Hackley Park, Seyferth Park, Kruse Park, Harbour Towne Beach and McGraft Park if opportunity presents itself.

Home of the amazing Greek Chili Dog

Hours of Operation:

Being a fully mobile food unit, our schedule of locations and private events changes weekly. We are seeking the opportunity to vend on these properties 3-4 times a week during the summer. We are willing to work with the City to figure out what exact dates/days of the week will work best for us. We have special interest in Wednesdays - Saturdays. When at the parks, our hours of operation will be:

Wednesday & Thursday 12:00 pm - 8:00 pm
Friday & Saturday 11:00 am - 9:00 pm

Menu:

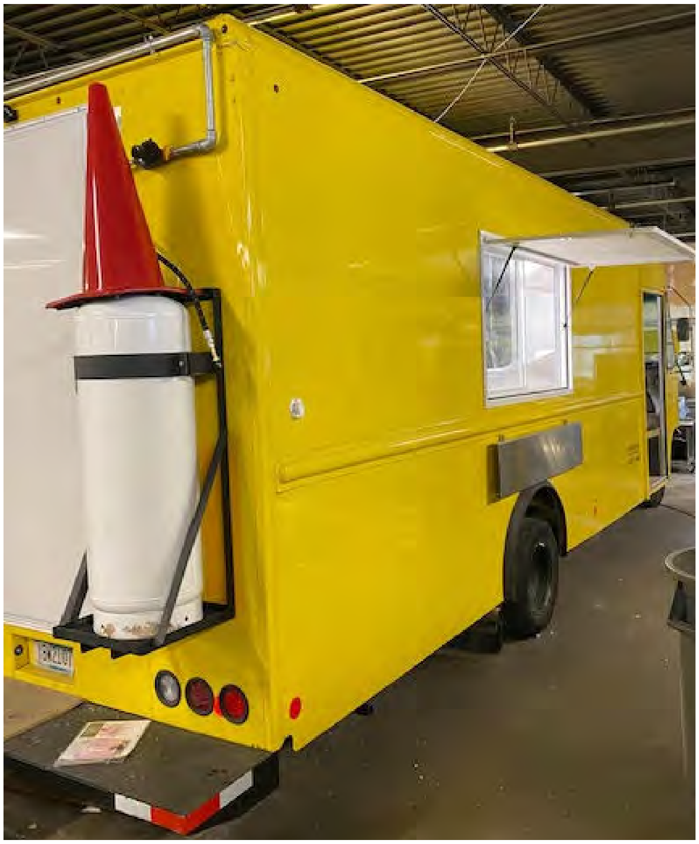
We sell a variety of classic American foods that spotlight our Original Greek Chili Dogs! Our famous recipe has been prepared the exact same way since 1926 and has created a strong fanbase all across the shoreline. We have online ordering, phone ordering and in-person ordering capabilities with our food truck. Our full food truck menu consists of the following items that may rotate based on demand and location.

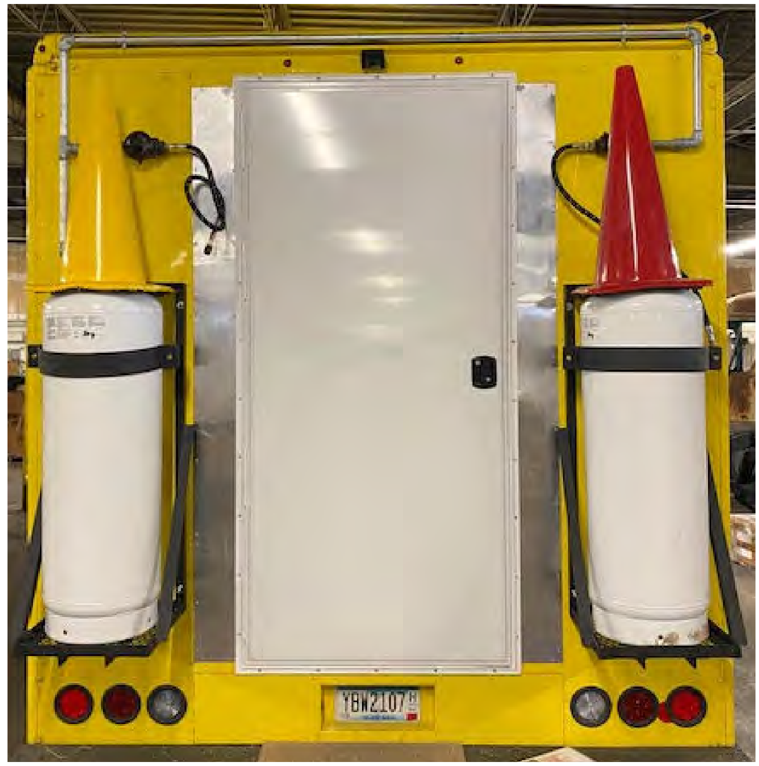
Hot Dogs	Chili Dogs	Chili Cheese Dogs
Cheeseburgers	Bratwurst (Natural Casing & Jalapeno Cheddar)	
Chicken Strips	Corn Dogs	Onion Rings
French Fries	Potato Chips	Pickles on a Stick
Dog Ears	Buffalo Fries	Greek Fries

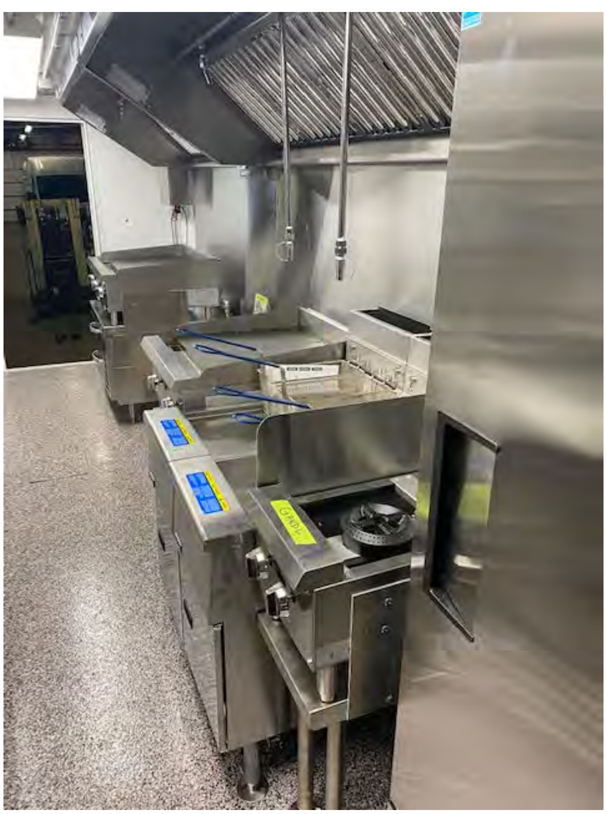
Truck Specifications:

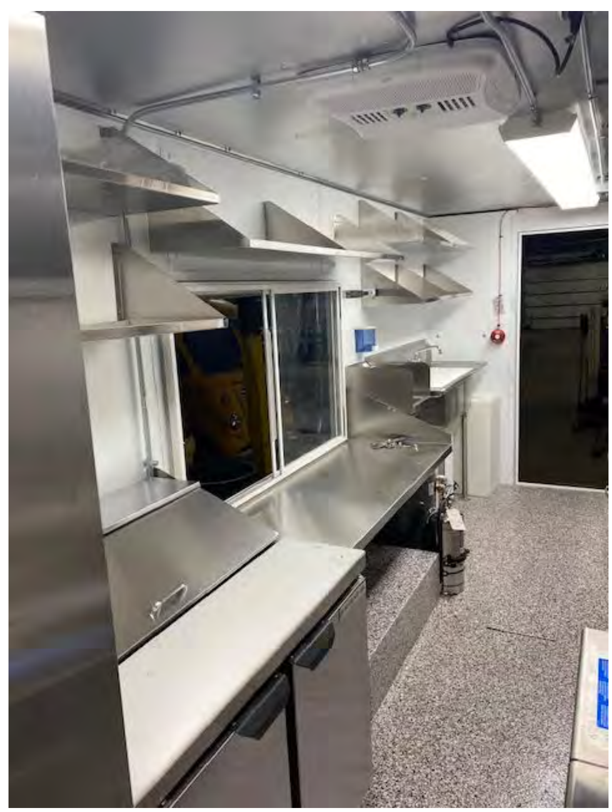
Make/Model: Ford E-350 Econoline Cutaway with Custom Box
External Dimensions: Bumper to Bumper: 24’ X 8’ 3” / Kitchen: 18’ X 8’
The external of our truck is an aluminum-based body. The truck will be professionally vinyl wrapped to promote our brand in a pleasing, eye-catching way (photo included in proposal) to patrons of the parks. The two-sided service window will be 60” and will house a 60” awning above it. As part of the arrangement, we will have a fold-out table in front of the truck that houses extra condiments and topping for customers. Our truck is equipped with external speakers if music is acceptable at locations as well as external 360 lighting for service/clean-up around dusk to promote safety of workers and customers. Our truck has been equipped and inspected with proper hood exhaust and fire suppression systems. We bring with us all the “clean” water required to operate and we bring back with us all of the “waste” water and dispose of it according to the Health Department’s guidelines at our Holton G & L location.
No electricity connection is required for our mobile truck, we use a noiseless, gasoline powered generator stored underneath the box of the truck.

Home of the **amazing** Greek Chili Dog

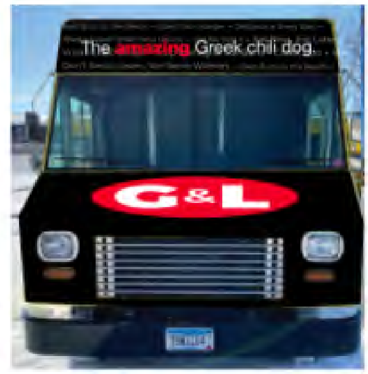








Home of the **amazing** Greek Chili Dog



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Prein & Newhof Amendment
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

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.

Detailed Summary:

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 (Combined Request from all 3 projects)	Amount Budgeted: $504,051.86 (Combined Contingency from all 3 projects)
Fund(s) or Account(s): 590/591-91854 ($66,500) 590/591-91855 ($16,100) 590/591-91856 ($17,900)	Fund(s) or Account(s): 590/591-91854 ($349,653.33) 590/591-91855 ($74,276.22) 590/591-91856 ($80,122.31)
Recommended Motion: Authorize staff to finalize and approve Amendments to the Engineering Services Agreements with Prein and Newhof for the three (3) water/sewer projects outlined in the attached letter.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

March 25, 2021
2180552

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

RE: Professional Engineering Fees, FY 2019 SRF/DWRF
Beidler, Glenside, and Peck & Sanford Phase I Projects

Dear Mr. Evans:

We are respectfully requesting an increase in engineering fees related to the above referenced projects. The increases occurred due to changes in additional work requested by the City and the amount of time required to cover the construction activities.

Our original estimate for professional engineering services was prepared in October 2018. This was prior to any of the design. The projects, especially the Beidler project, turned out to be more complex than anticipated. Our original proposal indicated an assumed number of weeks that construction would take and an assumed number of hours that we anticipated for construction engineering phase. It also indicated that an adjustment might be required depending on the actual time construction took. All three projects took longer to construct than the number of weeks assumed in our estimate, and in some cases, multiple crews were working at once on a project, requiring additional construction observers to be present to document construction activities.

The additional costs incurred are described below.

Design Phase

The following design changes were requested by the City.

Contract 1 – Beidler Trunk Sewer Replacement - Force main revisions were needed due to a conflict with Frontier Communications Utilities. Redesign required additional drafting time, engineer design time and additional hydraulic modeling associated with the force main to determine a revised basis of design. Total fee increase: $2,500

Contract 2 – Westwood Reconstruction - Revisions included relocating storm sewer manholes to remove from front yard of residence and redesign of sanitary sewer discharge into County system due to existing conditions being different than expected. Total fee increase: $4,600.

Construction Phase

The following provides information on each project.

Contract 1 – Beidler Trunk Sewer Replacement

Construction observation hours originally estimated: 1,554

Construction observation hours spent: 2,172

The primary reason for the additional time was due to K&R, the construction contractor, having multiple crews working at all times during the summer, requiring more than one Construction Observer during June, July, and August. At times, three construction observers were onsite due to the significant amount of work being completed. This project was extremely spread out with multiple sites under construction at a time, so one person could not cover it all.

Contract 2 – Westwood Reconstruction

Construction observation hours originally estimated: 583

Construction observation hours spent: 723

We originally estimated 11 weeks at 50 hours per week for construction. This project was completed in 98 days or 14 weeks. Three additional weeks were required with a total of 140 hours of additional construction observation time.

Contract 3 – Jefferson/Strong Sanitary Sewer Replacement

Construction observation hours originally estimated: 630

Construction observation hours spent: 800

We originally estimated 10 weeks at 60 hours per week assuming some additional help would be required at times. This project actually took 15 weeks, partially due to additional paving work added by the City and partially due to slower construction progress than expected. Additional time was 170 hours which consisted of some full-time weeks and some partial weeks.

Summary

The following summarizes the additional fees requested.

Contract 1:	$66,500
Contract 2:	$16,100
Contract 3:	$17,900
Total Additional:	$100,500

This contract amendment would adjust our fee from $817,500 to $917,900. This is approximately 11% of the construction cost.

Thank you for consideration of this request. If you would like to review this further or need additional detail, please let us know.

Prein&Newhof

Barbara E. Marczak

Barbara E. Marczak P.E.

BEM/bem

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13th, 2021	Title: Pere Marquette Swing Bench
Submitted By: Mayor Gawron	Department: Commission

Brief Summary:

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.

Detailed Summary:

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(s) or Account(s): 101-70751-5346	Fund(s) or Account(s): 101-70751-5346

Recommended Motion:

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

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

GameTime c/o Sinclair Recreation
PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954
Fax: 616-392-8634

03/26/2021
Quote #101254-01-01

Sway Bench

City of Muskegon
Attn: Doug Sayles
1350 E. Keating Avenue
Muskegon, MI 49442
doug.sayles@shorelinecity.com

Ship to Zip 49440

Quantity	Part #	Description	Unit Price	Amount
1	28028	GT-Site - Sway Bench	$1,591.00	$1,591.00
Contract: OMNIA			Sub Total	$1,591.00
			Discount	($47.73)
			Material Surcharge	$74.38
			Freight	$510.04
			Total	$2,127.69

Comments

Quote is for supply only.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION.

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICIALLY IDENTIFIED ABOVE IN QUOTE.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

GameTime c/o Sinclair Recreation
PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954
Fax: 616-392-8634

03/26/2021
Quote #101254-01-01

Sway Bench

Acceptance of quotation:

Accepted By (printed): ______________________________

P.O. No: ______________________________________
Please make P.O.s out to GameT ime C/O Sinclair Recreation

Signature: ____

Title: ____

Date: ____

Facsimile: ____

Phone: _______________________________________

Email: ____

Purchase Amount: $2,127.69

REQUIRED ORDER INFORMATION:

Bill To: ______________________________	Ship To: ______________________________
Contact: ______________________________	Contact: ______________________________
Address: ______________________________	Address: ______________________________
Address: ______________________________	Address: ______________________________
City, State, Zip: ______________________	City, State, Zip: ______________________
Tel: ______________________________ (For Accounts Payable)	Tel: ______________________________ (To call before delivery)
Email: ______________________________	Email: ______________________________

COLOR SELECTIONS: ____

SALES TAX EXEMPTION CERTIFICATE #: ____________________________________ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED.

Quote prepared by: Jeremy Bosman

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Park Safety Surfacing
Submitted By: Milo Root/Leo Evans	Department: Public Works

Brief Summary:

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

Detailed Summary:

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 surfing 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:$18,917.5	Amount Budgeted:$20,000
Fund(s) or Account(s):101-70751-5215	Fund(s) or Account(s): 101-70751-5215

Recommended Motion: Authorize staff to approve the quote from Superior Groundcover to provide EWF for our park playgrounds in the amount of $18,917.50

For City Clerk Use Only:

Commission Action:

City of Muskegon Beechwood Park
March 12, 2021

Attention: Milo Root

2021 Playground EWF Resurface Proposal

Below is the proposal for the playground EWF to be installed at Beechwood Park. This proposal is based on bringing the playground up to the proper depth level to become compliant.

Total Cost: $1,880.00

The price includes material, delivery, installation and cleanup. There are no additional fuel or delivery charges.

Thank you for the opportunity to present you this proposal.

Casey Baas
Superior Groundcover Inc.
Cell – 616.844.8259
Email – casebaas2@gmail.com

City of Muskegon Joe Clifford Park
March 12, 2021

Attention: Milo Root

2021 Playground EWF Resurface Proposal

Below is the proposal for the playground EWF to be installed at Joe Clifford Park. This proposal is based on bringing the playground up to the proper depth level to become compliant.

Total Cost: $1,410.00

The price includes material, delivery, installation and cleanup. There are no additional fuel or delivery charges.

Thank you for the opportunity to present you this proposal.

Casey Baas
Superior Groundcover Inc.
Cell – 616.844.8259
Email – casebaas2@gmail.com

City of Muskegon Kruse Park
March 12, 2021

Attention: Milo Root

2021 Playground EWF Resurface Proposal

Below is the proposal for the playground EWF to be installed at Kruse Park. This proposal is based on bringing the playground up to the proper depth level to become compliant.

Total Cost: $2,350.00

The price includes material, delivery, installation and cleanup. There are no additional fuel or delivery charges.

Thank you for the opportunity to present you this proposal.

Casey Baas
Superior Groundcover Inc.
Cell – 616.844.8259
Email – casebaas2@gmail.com

City of Muskegon Marsh Field Park
March 12, 2021

Attention: Milo Root

2021 Playground EWF Resurface Proposal

Below is the proposal for the playground EWF to be installed at Marsh Field Park. This proposal is based on bringing the playground up to the proper depth level to become compliant.

Total Cost: $1,057.50

The price includes material, delivery, installation and cleanup. There are no additional fuel or delivery charges.

Thank you for the opportunity to present you this proposal.

Casey Baas
Superior Groundcover Inc.
Cell – 616.844.8259
Email – casebaas2@gmail.com

City of Muskegon Seyferth Park
March 12, 2021

Attention: Milo Root

2021 Playground EWF Resurface Proposal

Below is the proposal for the playground EWF to be installed at Seyferth Park. This proposal is based on bringing the playground up to the proper depth level to become compliant.

This playground is extremely low on safety mulch.

Total Cost: $6,110.00

The price includes material, delivery, installation and cleanup. There are no additional fuel or delivery charges.

Thank you for the opportunity to present you this proposal.

Casey Baas
Superior Groundcover Inc.
Cell – 616.844.8259
Email – casebaas2@gmail.com

City of Muskegon Smith – Ryerson Park

March 12, 2021

Attention: Milo Root

2021 Playground EWF Resurface Proposal

Below is the proposal for the playground EWF to be installed at Smith – Ryerson Park. This proposal is based on bringing the playground up to the proper level to become compliant.

Total Cost: $1,175.00

The price includes material, delivery, installation and cleanup. There are no additional fuel or delivery charges.

Thank you for the opportunity to present you this proposal.

Casey Baas
Superior Groundcover Inc.
Cell – 616.844.8259
Email – casebaas2@gmail.com

City of Muskegon Reese Park
March 12, 2021

Attention: Milo Root

2021 Playground EWF Resurface Proposal

Below is the proposal for the playground EWF to be installed at Reese Park. This proposal is based on bringing the playground up to the proper depth level to become compliant.

Total Cost: $2,585.00

The price includes material, delivery, installation and cleanup. There are no additional fuel or delivery charges.

Thank you for the opportunity to present you this proposal.

Casey Baas
Superior Groundcover Inc.
Cell – 616.844.8259
Email – casebaas2@gmail.com

City of Muskegon, St. Joseph Park
March 12, 2021

Attention: Milo Root

2021 Playground EWF Resurface Proposal

Below is the proposal for the playground EWF to be installed at St. Joseph Park. This proposal is based on bringing the playground up to the proper level to become compliant.

Total Cost: $2,350.00

The price includes material, delivery, installation and cleanup. There are no additional fuel or delivery charges.

Thank you for the opportunity to present you this proposal.

Casey Baas
Superior Groundcover Inc.
Cell – 616.844.8259
Email – casebaas2@gmail.com

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13th, 2021	Title: Traffic Control Order
Submitted By: Doug Sayles/Leo Evans	Department: Traffic/Engineering

Brief Summary: Approval of Traffic Control Order #66 for removal of existing Traffic Signals and installation of “Stop” signs on Wickham Drive at Sherman Blvd.

Detailed Summary: To approve the submitted Traffic Control Order, #66-(2021) and authorize staff to remove the existing Traffic Signals at Wickham Drive at Sherman Blvd., 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.

Amount Requested: None	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

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

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

City of Muskegon
Traffic Control Order
No. 66-(2021)

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

Device/Regulatory Sign(s) to be Installed/Removed: *Remove existing Traffic Signals and Install "Stop" signs on the Northwest/Northeast and Southwest/Southeast corners of Wickham Drive at Sherman Blvd.*

Location: *Wickham Drive @ Sherman Blvd.*

Recommendation:

__________________________________ Date: ______/______/______
Director of Public Works

__________________________________ Date: ______/______/______
Police Chief

__________________________________ Date: ______/______/______
City Manager

<u>Commission Approval (required for Permanent TCO only):</u>

__________________________________ Date: _____/_____/_____
Commission Action #

Installation/removal

Date assigned: _____/_____/_____ By: ____________________________
Traffic Supervisor

Date completed: _____/_____/_____ By: ____________________________
Traffic Department Employee

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

☐ **Permanent**; requires Commission Action

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/13/2021	Title: 425 Agreement Business Park North Removal/Acquisition of 902 Pine Street
Submitted By: Jake Eckholm	Department: Economic Development

Brief Summary: 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.

Detailed Summary:

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 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.

Amount Requested: $24,000	Amount Budgeted: N/A (Capital Fund)

Fund(s) or Account(s): Economic Development Fund 493 (Current Balance $687,000)	Fund(s) or Account(s): Economic Development Fund
Recommended Motion: A motion 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.	
For City Clerk Use Only: Commission Action:	

Link to Phase I Environmental Site Assessment for 902 Pine Street

http://www.muskegon-mi.gov/cresources/Phase_I_Environmental_Site_Assessment_902_Pine_Street.pdf

AGREEMENT TO BUY AND SELL REAL ESTATE

THIS AGREEMENT TO BUY AND SELL REAL ESTATE is executed between the County of Muskegon, a Michigan municipal entity, of 990 Terrace Street, Muskegon, Michigan 49442 ("Seller"), and the City of Muskegon, a Michigan municipal corporation, 933 Terrace Street, Muskegon, Michigan 49440-1397 ("Buyer"). The "Effective Date" of this Agreement is the date it is signed by Seller.

RECITALS

Seller is the owner of real property located at 902 Pine Street, Muskegon, Michigan, and legally described on Exhibit A, together with all easements, improvements and appurtenances thereto (the "Real Estate"). Buyer wishes to purchase the Real Estate.

AGREEMENT

The parties agree as follows:

1. Sale and Purchase. Seller agrees to sell the Real Estate to Buyer, and Buyer agrees to purchase the Real Estate from Seller, for the Purchase Price and according to the terms and conditions set forth in this Agreement. Buyer will pay to Seller the Purchase Price in immediately available funds at the Closing. Contemporaneously with the full execution of this Agreement, Buyer shall deposit with the Title Insurance Company the Deposit, which will be held in accordance with the terms of this Agreement.

2. Definitions. As used in this Agreement, the following terms are defined as:

(a) Agreement: This Agreement to Buy and Sell Real Estate.

(b) Closing: Consummation of the transaction described in this Agreement. The Closing will take place on a day mutually determined by the parties, but not later than 90 days after the Effective Date of this Agreement (the "Closing Date"), at the office of the Title Insurance Company. "Pre-Closing" means that period from the date of this Agreement to the Closing Date, during which time the parties will work in good faith to satisfy all requirements of this Agreement necessary to transfer the Real Estate.

(c) Purchase Price: The Purchase Price shall be Twenty-Four Thousand Dollars ($24,000.00), payable by certified funds or wire transfer at Closing.

(d) Title Insurance Company: Transnation Title Agency, 570 Seminole Road, Suite 102, Muskegon, Michigan 49444 (231-737-9111).

(e) Permitted Encumbrances: All encumbrances noted on the public record are Permitted Encumbrances.

3. Title and Survey.

(a) Warranty Deed. At the Closing, Seller will transfer the Real Estate to Buyer by warranty deed, subject to the Permitted Encumbrances and without warranties or representations.

(b) Title Insurance. Within ten (10) days of the Effective Date, Seller will provide Buyer a title commitment for an ALTA Owner's title insurance policy from the Title Insurance Company, which will include copies of all recorded documents identified in the title commitment, in the amount of the Purchase Price, covering title to the Real Estate on or after the Effective Date, showing Seller as the owner of the Real Estate. The title commitment will provide for full coverage subject to standard exceptions unless Buyer provides the Survey described below. The title commitment will not provide coverage over the Permitted Encumbrances. Buyer shall be responsible for the delivery of any Survey required by the Title Insurance Company for the removal of standard exceptions. Any failure to deliver such a Survey shall mean that the title insurance policy will be issued with standard exceptions. If the title commitment contains any exception that is not a standard exception, and Buyer provides written notice thereof to Seller within ten (10) days after receipt of the title commitment, then Seller shall have the option, but not the obligation, to promptly remove such exception. If Seller elects not to remove such exception (in which event Seller shall notify Buyer in writing), then Buyer or Seller may terminate this Agreement by written notice to the other within ten (10) days of Seller's written notice of its election not to remove the exception objected to by Buyer. If neither Buyer nor Seller terminates this Agreement, then the parties shall proceed to Closing and such exception shall be treated as a Permitted Encumbrance. If any party terminates this Agreement under this paragraph, the parties will have no further rights or obligations except as otherwise specifically provided. Seller will pay the cost of a title insurance policy to be subsequently issued pursuant to the title commitment. The cost of any title insurance endorsements requested by Buyer shall be paid by Buyer.

(c) Survey. Buyer may, within twenty (20) days after the Effective Date, obtain a survey ("Survey") of the Real Estate. Any defects set forth on the Survey which are not objected to in writing from Buyer to Seller within the Feasibility Period shall be deemed accepted by Buyer and shall be Permitted Encumbrances. If Seller is unable or unwilling to cure such defects by the Closing Date, then Buyer shall have the rights ascribed to Buyer the same as if Seller fails to cure a title defect.

4. Contingencies. Seller's obligation to close under this Agreement is contingent upon the approval of Seller's Board of Commissioners. Buyer's obligations under this Agreement are further subject to the satisfaction or waiver of each and all of the following conditions:

(a) Feasibility; Inspections and Investigations. Buyer shall complete any feasibility studies and inspections of the Real Estate (including without limitation environmental inspections) and determine at Buyer's reasonable discretion that it is feasible and desirable for Buyer to own and operate the Real Estate in a manner and upon terms and conditions reasonably satisfactory to Buyer, and that Buyer, in its reasonable discretion, is satisfied with the results of its inspections and investigations of the Real Estate. Except as provided in Section 3(b) with respect to title matters, Buyer shall have sixty (60) days from the delivery of the title commitment, including copies of all recorded documents identified in the commitment (the "Feasibility Period"), to give Seller written notice of any objections to any material matter involving the Real Estate. Seller shall then have ten (10) days after receipt of such a written objection to cure the objectionable matter. Seller may, at any time after receipt of a timely objection from Buyer, terminate this Agreement rather than cure the objectionable matter, and the parties shall have no further rights or obligations hereunder except as otherwise specifically stated. If Seller attempts but does not or cannot cure an objectionable matter within such ten (10) day period, then Buyer may, at any time before the completion of such cure, provide written notice to Seller terminating this Agreement, and the parties shall have no further rights or obligations except as otherwise specifically stated. Seller will, within ten (10) days of the Effective Date, deliver to Buyer any surveys and environmental reports in its possession regarding the Real Estate.

(b) Effect of No Notice. If Buyer fails to give Seller timely written notice of an objection to any material matter within the Feasibility Period, then any and all objections of Buyer shall be deemed waived, and the parties shall proceed to Closing.

(c) 425 Agreement. Buyer and Dalton Township are parties to a Contract for Conditional Transfer of Jurisdiction dated September 24, 2002 (the "Section 425 Agreement") pertaining to real property located in the County's Business Park North. Seller's obligation to close is contingent upon Buyer and Dalton Township executing a termination of the Section 425 Agreement prior to Closing.

5. Feasibility Period.

(a) Feasibility Period. During the Feasibility Period, Buyer will have full access to the Real Estate during normal business hours for purposes of fully inspecting the same.

(i) During the Feasibility Period, Buyer and its employees, agents or contractors may go upon the Real Estate for the purpose of making any investigations or inspections which Buyer deems necessary. Buyer shall use reasonable efforts to minimize any disturbance to the Real Estate.

(ii) Buyer shall indemnify, defend and hold Seller harmless from and against any and all liens, claims, losses, damages and liabilities arising out of Buyer's (and/or its employees, agents or contractors) entry onto the Real Estate prior to Closing. Any damage caused by such entry, inspections, testing or studies shall be promptly repaired by Buyer. The provisions of this Section shall survive the Closing or any termination of this Agreement.

(b) Closing.

(i) Closing Documents. At the Closing, the following documents will be executed and delivered by and between the parties:

(A) Buyer will pay all taxes and assessments due after Closing.

(B) Seller and Buyer will execute and deliver to each other a Closing Statement reflecting the manner in which the Purchase Price is allocated and paid.

(C) Seller will deliver to Buyer, at Seller's cost, an owner's policy of title insurance in the form contemplated by Section 3(b).

(D) Seller will execute and deliver the warranty deed for the Real Estate.

(E) Buyer will deliver the fully executed termination of the Section 425 Agreement prior to Closing.

(F) Such further documentation as is reasonably necessary to evidence and close the transaction.

(ii) Purchase Price. At the Closing, Buyer shall pay the Purchase Price in immediately available funds, subject to adjustment as provided below.

(iii) Closing Costs. At the Closing, the following expenses will be paid and the Purchase Price will be adjusted in accordance with the following provisions:

(A) Buyer will pay all taxes and assessments, if any, due after Closing.

(B) Seller will pay any Michigan real estate transfer tax applicable to this transaction. Buyer will be responsible for all recording fees pertaining to the deed.

(C) Seller and Buyer shall share equally any closing fees charged by the Title Insurance Company.

6. Possession. Seller will tender possession of the Real Estate to Buyer at Closing.

7. Warranties and Representations; Covenants; AS-IS Condition.

(a) Warranties and Representations. Seller represents and warrants to Buyer as follows:

(i) Authority. Subject to the approval of Seller's Board of Commissioners, Seller has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller, and all required actions and approvals have been taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed on behalf of Seller are and will be authorized to sign on Seller's behalf and to bind Seller. This Agreement and all documents to be executed by Seller are and will be binding upon and enforceable against Seller.

(b) Buyer's Warranties and Representations. Buyer represents and warrants to Seller as follows:

(i) Authority. Subject to the approval of Buyer's City Commission, Buyer has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer, and all required actions and approvals have been taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed on behalf of Buyer are and will be authorized to sign on Buyer's behalf and to bind Buyer. This Agreement and all documents to be executed by Buyer are and will be binding upon and enforceable against Buyer.

(c) Survival of Representations and Warranties. Any and all covenants, representations, warranties and agreements made by Buyer or Seller in this Agreement or in any instrument to be furnished pursuant to this Agreement will be true through and will survive the Closing. Each party agrees to notify the other promptly if it becomes aware of any transaction or occurrence prior to the Closing Date which would make any of their representations or warranties in this Agreement untrue in any material respect.

(d) "AS-IS" "WHERE-IS" Condition of Real Estate and Personal Property.

(i) BUYER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE REAL ESTATE "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS" WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM, OR ON BEHALF OF, SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES CONCERNING THE REAL ESTATE AND ANY PORTIONS THEREOF INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(ii) BUYER ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED, AND WILL NOT RELY, UPON ANY REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN) MADE BY OR PURPORTEDLY MADE ON BEHALF OF SELLER WITH RESPECT TO THE PHYSICAL CONDITION OF THE REAL ESTATE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

(iii) BUYER AGREES THAT NO REPRESENTATION BY OR ON BEHALF OF SELLER HAS BEEN MADE TO BUYER AS TO THE PHYSICAL CONDITION OF THE REAL ESTATE, ANY RESTRICTIONS RELATED TO THE DEVELOPMENT OF THE REAL ESTATE, THE APPLICABILITY OF OR COMPLIANCE WITH ANY GOVERNMENTAL REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL LAWS, OR THE SUITABILITY OF THE REAL ESTATE FOR ANY PURPOSE WHATSOEVER.

(iv) Buyer is relying strictly upon Buyer's due diligence, investigations and inquiries to make the decision to purchase the Real Estate and to close. Upon Closing, Buyer will be deemed to have been fully satisfied with the results of its inspections and investigations regarding the Real Estate. Seller has no obligation after Closing to cooperate in any approvals or permits or to take or not take any governmental action. Seller specifically disclaims any and all warranties or knowledge regarding the environmental condition regarding the Real Estate. Seller advises Buyer to obtain environmental reports and studies regarding the Real Estate. Buyer acknowledges that upon closing it will be deemed to have full knowledge regarding the Real Estate.

8. Default.

(a) By Seller. Upon occurrence of any event of default by Seller, Buyer's sole remedy shall be to terminate this Agreement.

(b) By Buyer. If, after the satisfaction of all contingencies, Buyer refuses to close this transaction, then Seller may seek specific performance of this Agreement or exercise any of the rights and remedies accorded to Seller by the laws of the State of Michigan.

9. Miscellaneous.

(a) Assignment. This Agreement may be assigned by Buyer with the written consent of Seller, which consent will not be unreasonably withheld. Buyer's assignee will enjoy the full rights and benefits of this Agreement as if it were Buyer, but Buyer shall remain fully liable hereunder.

(b) Eminent Domain. If, after the execution of this Agreement, but prior to Closing, all or any material portion (in Seller's reasonable judgment) of the Real Estate is taken by exercise of the power of eminent domain or any proceedings are threatened or instituted to effect such a taking, Seller will immediately give Buyer notice of such occurrence, and Buyer may, within fourteen (14) days after receipt of such notice, elect either (i) to terminate this Agreement, in which event all obligations of the parties will cease and this Agreement will have no further force and effect, or (ii) to close the transaction contemplated hereby as scheduled (except that if the Closing Date is sooner than fourteen (14) days following Buyer's receipt of such notice, Closing will be delayed until Buyer makes such election), in which event Seller will assign and/or pay to Buyer at Closing all condemnation awards or other damages collected or claimed with respect to such taking.

(c) Notices. All notices, requests and demands to or upon any party to this Agreement must be in writing and delivered personally or mailed first class, postage prepaid. Notice will be deemed effective on the date postmarked, if by mail, or on the date of delivery, if personally delivered.

(d) Waiver. No provision in this Agreement may be waived except in a writing signed by the waiving party. No oral statements, course of conduct or course of dealing will be deemed a waiver. No waiver by any party of any violation or breach of this Agreement will be deemed or construed to constitute a waiver of any other violation or breach, or as a continuing waiver of any violation or breach.

(e) Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns.

(f) Merger and Modification. This constitutes the entire Agreement between the parties and any prior discussions, negotiations and agreements between the parties are merged herein. No amendment or modification of this Agreement will be enforceable except if in writing and signed by the party against whom enforcement is sought.

(g) Governing Law. This Agreement is governed by the laws of the State of Michigan.

(h) Professional Representation. Each of the parties shall pay all of the costs that it incurs incidental to this Agreement and the performance of any related obligations, whether or not the transactions contemplated by this Agreement are consummated. The parties have had a full and fair opportunity to consult with advisors of their choosing regarding this Agreement and the transactions contemplated herein. The parties enter into this Agreement knowledgeably and voluntarily. This Agreement shall be construed in a reasonable manner consistent with good faith and as if the parties had jointly drafted it.

(i) Severability. Any terms of this Agreement that may be found to be contrary to law or otherwise unenforceable will not affect the remaining terms of this Agreement, which will be construed as if the unenforceable terms were absent from this Agreement.

(j) Time of Performance. Time is of the essence of this Agreement.

(k) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. The delivery of an executed signature page to this Agreement by facsimile, electronic or telecopy transmission shall constitute due execution and delivery of this Agreement for all purposes.

10. Acknowledgment. By signing this Agreement, the parties acknowledge that they have read this document, they know its contents and they are voluntarily signing it.

[Rest of Page intentionally left blank]

BUYER:

Dated: ______________

CITY OF MUSKEGON

By: ________________________________
Stephen Gawron
Its: Mayor

Dated: ______________

SELLER:

MUSKEGON COUNTY

By: Robert Scolnick
Robert Scolnick
Its: Board Chair

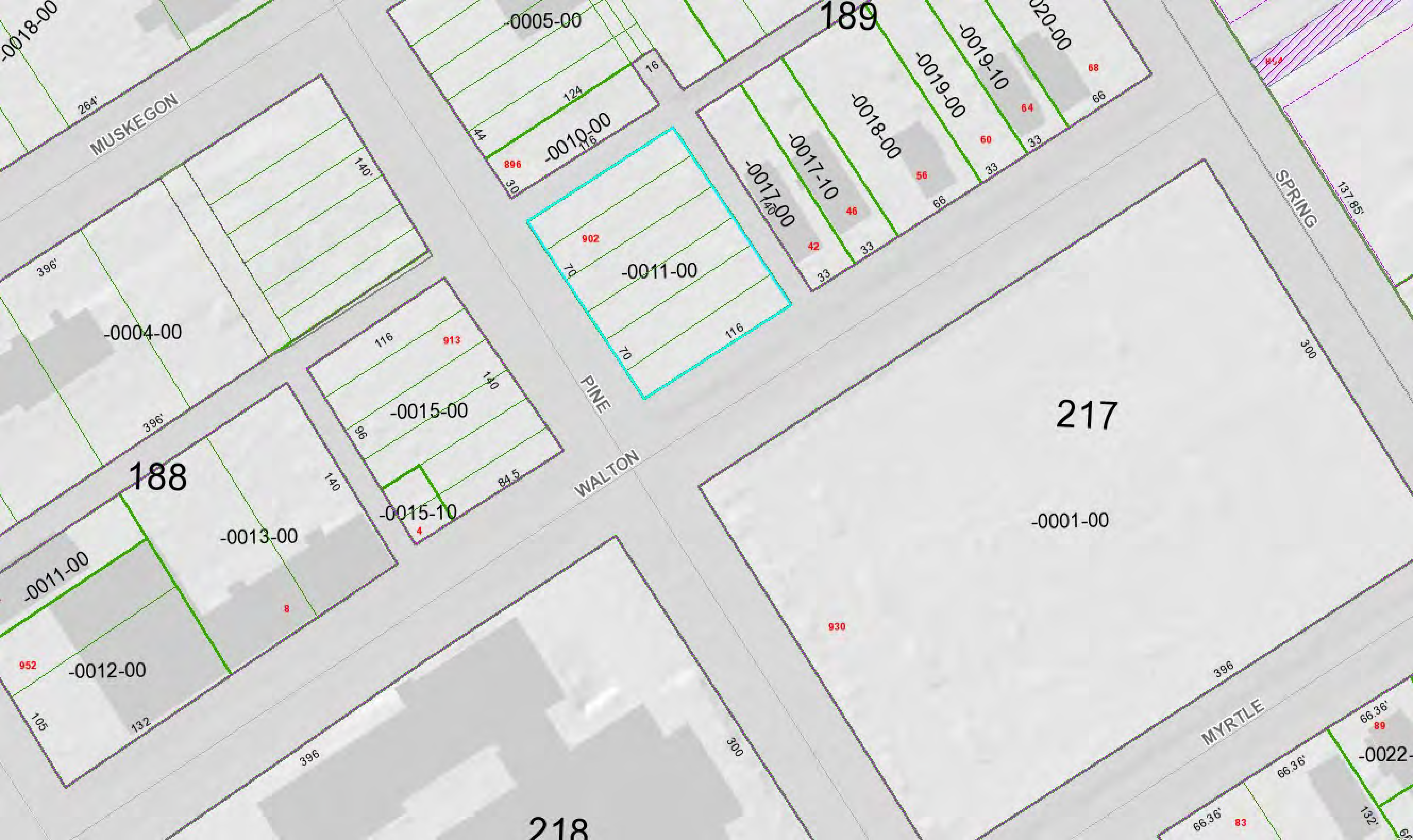
EXHIBIT A
(Legal Description)

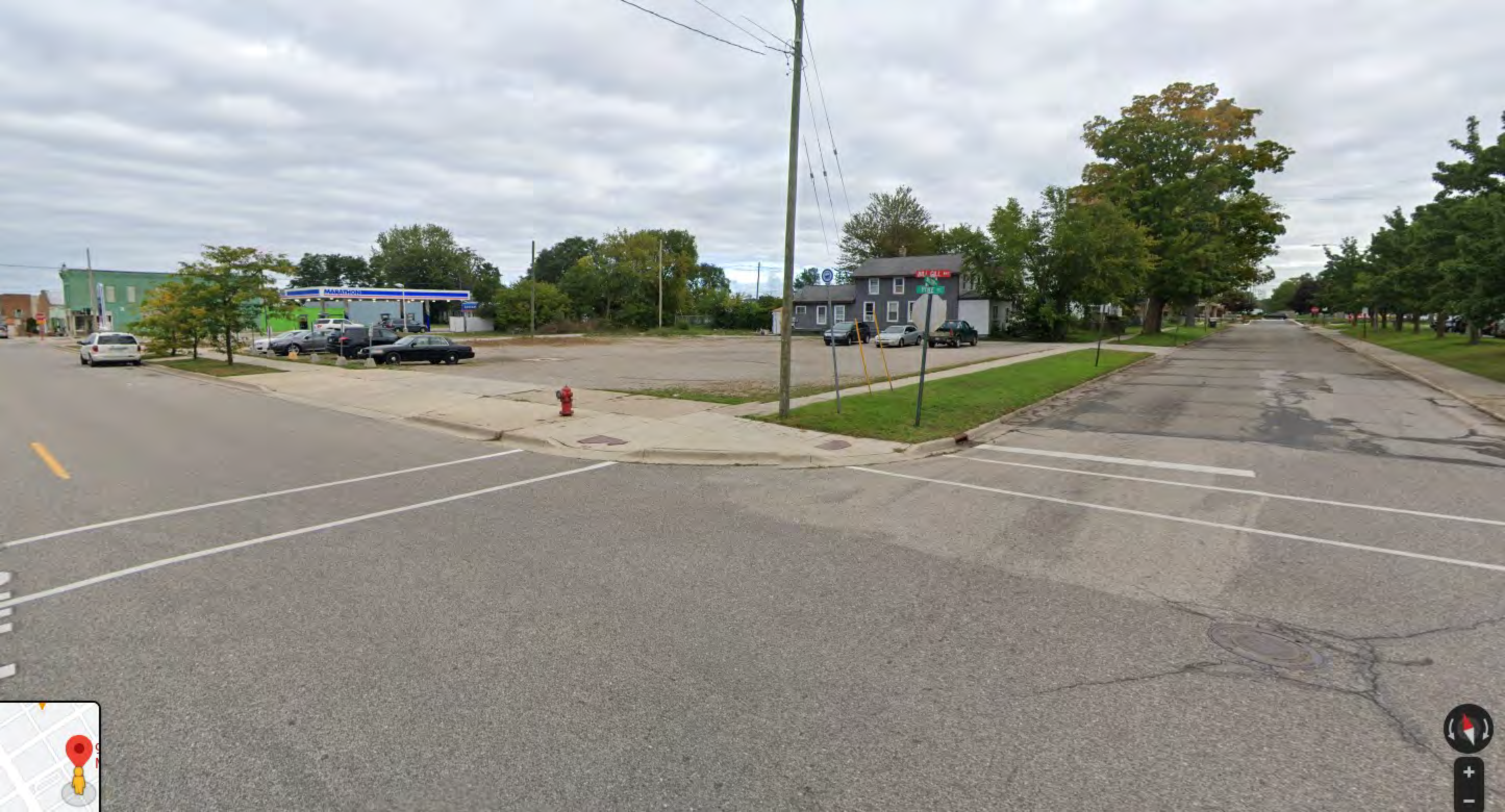
Real property located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as Revised Plat of 1903, Lots 11-16, Block 189.

(May be revised in accordance with the Title Commitment)

Parcel No. 61-24-205-189-0011-00

86083:00001:5325497-1


189
188
217
218
MUSKEGON
PINE
WALTON
SPRING
MYRTLE
-0018-00
-0005-00
-0010-00
-0011-00
-0017-00
-0017-10
-0018-00
-0019-00
-0019-10
-0020-00
-0004-00
-0015-00
-0015-10
-0013-00
-0011-00
-0012-00
-0001-00
-0022-
896
902
913
4
8
952
42
46
56
60
64
68
930
89
83
264'
396'
396'
140'
124
116
116
116
70
70
140
140
96
84.5
140
44
30
16
33
33
33
33
66
66
140
300
300
396
396
137.85'
105
132
66.36'
66.36'
66.36'
132'


MARATHON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/13/2021	Title: Motion to Reconsider amendment to zoning ordinance for 885 E. Apple
Submitted By: Commissioner Emory	Department:

Brief Summary: Commissioner Emory is requesting possible reconsideration of the motion to amend the zoning ordinance for 885 E. Apple.

Detailed Summary: 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.

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

Nays: Ramsey, German, Emory, and Hood

MOTION FAILS

Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion:

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Rezoning Requests – Dowd/Hudson - 2nd Reading
Submitted By: Mike Franzak	Department: Planning

Brief Summary: Request to rezone 2172 Dowd St, 2184 Dowd St, 2157 Hudson St, 2169 Hudson St and 2171 Hudson St from R-1, Low Density Single Family Residential to Form Based Code, Urban Residential by Stephen Benedict.

Detailed Summary: The Planning Commission will make a recommendation to this request at their special meeting on Thursday, March 18.

Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

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

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Hearing, Case 2021-07: Request to rezone 2172 Dowd St, 2184 Dowd St, 2157 Hudson St, 2169 Hudson St and 2171 Hudson St from R-1, Low Density Single Family Residential to Form Based Code, Urban Residential by Stephen Benedict.

SUMMARY

1. The properties are zoned R-1, Low Density Single Family Residential and measure 1.3 acres combined.
2. The City of Muskegon owns 2169, 2171, 2184 Hudson St and 2172 Dowd St (mechanical tower site). A private citizen owns 2157 Hudson St and is willing to sell the property to the applicant on the condition of rezoning. (See aerial map with addresses). The applicant is planning a development that would include duplexes.
3. The area is identified by a mixture of residential zoning types and offers a variety of housing options such as single family, duplexes and large apartment complexes. (See zoning map and aerial map)
4. A former fire station was located on 2171 and 2184 Hudson St. It was demolished in 2002 and the property has sat vacant since.
5. The mechanical tower on 2172 Dowd St is no longer functional and options are being explored to remove.
6. The FBC, UR zoning designation would allow for single-family, duplexes, rowhomes and carriage houses (accessory dwelling units). It would not allow for small multiplexes because the lots are not serviced by an alley.
7. Notice was sent to properties within 300 feet. At the time of this writing, staff had not received any comments from the public.

The form based code can be viewed at:

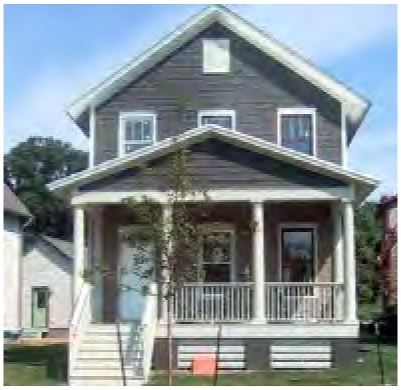
https://www.muskegon-mi.gov/documents/pdf/2562.pdf

Urban Residential Context Area starts on pdf page 67.

Relevant housing types start on pdf page 161.

Examples of housing types that would be allowed under FBC, UR zoning:

Detached (single-family) Rowhouse



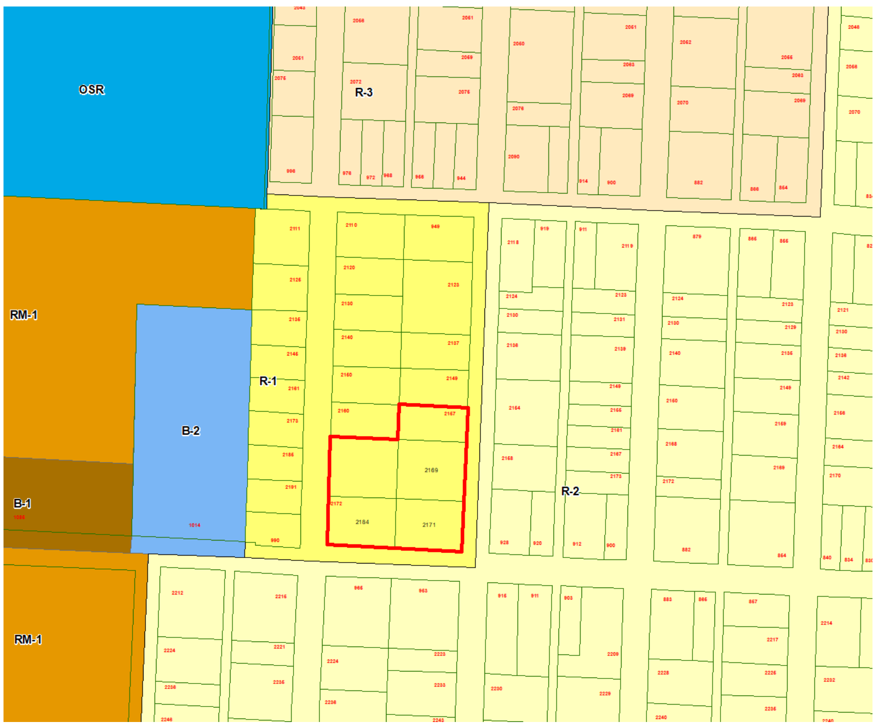
Duplex

Carriage House

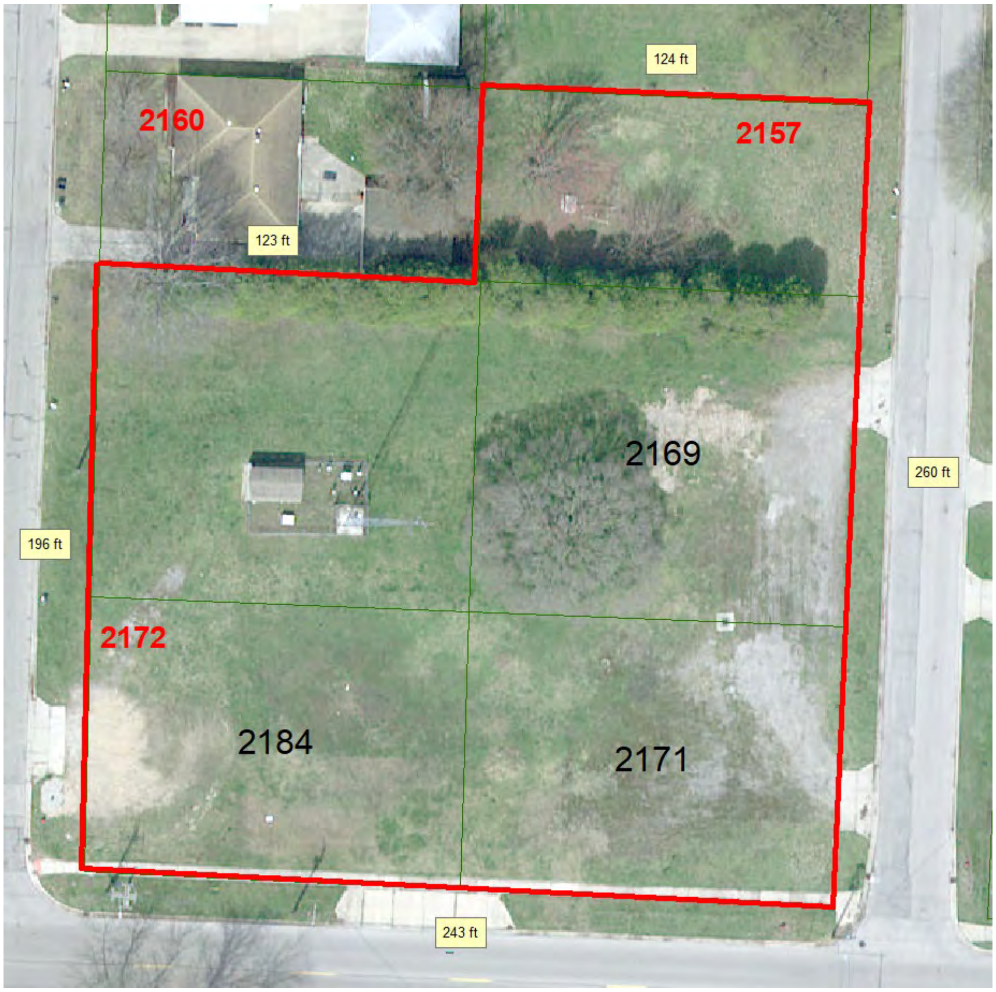
Required building heights and lot sizes:

ROWHOUSE BUILDING TYPE	with LIGHTWELL			
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
DUPLEX BUILDING TYPE	with STOOP	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
CARRIAGE HOUSE BUILDING TYPE		By Right	2 story building required	Not Applicable - Carriage House Building Type must be used as an accessory building to another building type (refer to Section 2006)

Zoning Map



Aerial Map



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO.

An ordinance to amend the zoning map of the City to provide for a zone change for 2172 Dowd St, 2184 Dowd St, 2169 Hudson St and 2171 Hudson St from R-1 to FBC, UR

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for 2172 Dowd St, 2184 Dowd St, 2169 Hudson St and 2171 Hudson St from R-1 to FBC, UR:

CITY OF MUSKEGON SEC 36 T10N R16W GLEN VIEW RESUB THE W 1/2 OF N 107.07 FT OF LOT 1 GLEN VIEW

CITY OF MUSKEGON SEC 36 T10N R16W GLEN VIEW RESUB THE W 1/2 OF S 87.07 FT OF LOT 1 GLEN VIEW

CITY OF MUSKEGON SEC 36 T10N R16W GLEN VIEW RESUB THE E 1/2 OF N 107.07 FT OF LOT 1 GLEN VIEW

CITY OF MUSKEGON SEC 36 T10N R16W GLEN VIEW RESUB THE E 1/2 OF S 87.07 FT OF LOT1 OF GLEN VIEW

This ordinance adopted:

Ayes:____

Nayes:____

Adoption Date:_________________________

Effective Date:_________________________

First Reading:_________________________________

Second Reading:______________________________

CITY OF MUSKEGON

By: _________________________

Ann Meisch, MMC

City Clerk

CERTIFICATE

(Rezoning of 2172 Dowd St, 2184 Dowd St, 2169 Hudson St and 2171 Hudson St from R-1 to FBC-UR)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 13th day of April 2021, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: ___________________, 2021 ________________________________

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on April 13, 2021, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 2172 Dowd St, 2184 Dowd St, 2169 Hudson St and 2171 Hudson St from R-1 to FBC-UR:

CITY OF MUSKEGON SEC 36 T10N R16W GLEN VIEW RESUB THE W 1/2 OF N 107.07 FT OF LOT 1 GLEN VIEW

CITY OF MUSKEGON SEC 36 T10N R16W GLEN VIEW RESUB THE W 1/2 OF S 87.07 FT OF LOT 1 GLEN VIEW

CITY OF MUSKEGON SEC 36 T10N R16W GLEN VIEW RESUB THE E 1/2 OF N 107.07 FT OF LOT 1 GLEN VIEW

CITY OF MUSKEGON SEC 36 T10N R16W GLEN VIEW RESUB THE E 1/2 OF S 87.07 FT OF LOT1 OF GLEN VIEW

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

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

Published April 22, 2021

CITY OF MUSKEGON

By ____________________________

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Special Event Fee Waiver-Cheers Community Crawl
Submitted By: Ann Meisch	Department: City Clerk

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

Detailed Summary: Every Woman's Place holds and annual fundraiser that has been impacted by COVID. Their event has moved to the Olthoff Stage and is asking to utilize Third St between Western and Clay. They are asking their City fees be waived for 2021. Based on the needs of their event, we do not forsee any further costs for their event. At this time, they have paid a $250 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 Every Woman's Place to waive the $250 in special event fees for the Cheers Community Crawl 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 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: Cheers Community Crawl Finish Line.

Applicant Name: Elisa Hopper

Organization Name: Every Woman's Place

Non-Profit I.D. or Tax Exempt #: 38-2072675

Address: 1221 W. Laketon Ave

Muskegon MI 49441

City State Zip

Phone: (231) 759-7909 x267 Cell: (231) 780-8193

Email Address: helpheal@everywomansplace.org Fax: ( )

EVENT INFORMATION

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

- ☐ Race *(run, walk, bike, etc.)*
- ☐ Parade
- ☐ Street Fair/Festival
- ☐ Concert
- ☐ Tournament *Type:*
- ☐ Pass-Through
- ☑ Fundraiser *Benefitting:* Every Woman's Place
- ☐ Other

Event Location:

Why are you requesting to waive the Special Event Fee?

Every Woman's Place (EWP) is a local 501(c)(3) nonprofit. We are the only agency in Muskegon County offering dual services for sexual and domestic violence survivors.

In 2020, our major spring fundraiser, Cheers: Chocolate, had to be cancelled. In 2021, we still are unable to hold the event as usual

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

The revenue loss from the 2020 event neared $30,000.

For the current year, we are choosing to host the event in a way that also supports the local businesses that have supported us. To date, we aren't reaching the revenue goals we have set to keep the agency stable + strong.

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

We annually serve over 1,000 survivors of violence -- whether from sexual assualt, sex trafficking, or domestic violence. We advocate for survivors & educate our area businesses, industries, health workers, and law enforcement on the trauma that these victims have sufferened. We help families rebuild their lives after abuse and violence. Their health and the health of our schools, workplaces, and neighborhoods depend on EWP being here.

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.

Elsa Hopper
Event Representative (signature)

3/22/2021
Date

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Special Event Fee Waiver-Footlights Fun Camp
Submitted By: Ann Meisch	Department: City Clerk

Brief Summary: 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.

Detailed Summary: 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 $2980 ($750 Hackley Park stage use fee for 15 days, $30 2 trash cans for 3 weeks, $300 10 picnic tables for 3 weeks, up to $1800 in DPW personnel labor costs for moving 10 picnic tables 6 times 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 Muskegon Civic Theatre to waive up to $2980 in special event fees the Footlights Fun Camp 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:

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: Muskegon Civic Theatre Footlights Fun Camp

Applicant Name: Lauren Mixter

Organization Name: Muskegon Civic Theatre

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

Address: 425 W. Western Ave, Suite 401 Muskegon, MI 49440

City State Zip

Phone: (231) 722-3852 Cell: (231) 670-6393

Email Address: lmixter@muskegoncivictheatre.org Fax: ( )

EVENT INFORMATION

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

☐ Race *(run, walk, bike, etc.)*
☐ Parade
☐ Street Fair/Festival
X Concert
☐ Tournament *Type:*
☐ Pass-Through
☐ Fundraiser *Benefitting:*
☐ Other

Event Location: Hackley Park

Why are you requesting to waive the Special Event Fee?

We are a non-profit organization who is looking to hold our theatre summer camp in a creative and safe way during the ongoing coronavirus pandemic. We had to cancel last year, and would love to be able to bring this back to the community. Our organization depends on the funds from this educational camp, and this would help us immensely. This serves the greater Muskegon Community, and the students in it.

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

As I stated above, we had to cancel our camp last year. This was a loss of over 20,000+ for us as a theatre. The revenue from our camp helps to keep us afloat during a good portion of the year, and without it we had to close our doors. The layoff was tough for our staff, and for our theatre students in the community. We are normally able to connect with many students across our county, but lost the ability to reach out to our students in the greater Muskegon community. We lost a lot of time with our students who look forward to attending this camp each summer. We also missed out on bringing in new students to join us as well.

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

We are the only theatre company in the area that serves the whole of Muskegon County. We make a point to be inclusive to all students who are interested in theatre and want to become involved in the arts. We offer theatre classes from ages 5-18 and we also were the first in the area to offer a week-long summer theatre camp. Kids do not have to have any training or skills to join! We also partner with schools to keep students involved who many not have the opportunity there. We have scholarships that we offer families and we are flexible with payment plans. Our biggest goal in our Education department is to keep as many students, from as many places as possible in our community, involved in the theatre arts.

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.

Lauren Mixter | 03/30/2021

Event Representative (signature) | Date

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Special Event Fee Waiver-Senior Community Day
Submitted By: Ann Meisch	Department: City Clerk

Brief Summary: 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.

Detailed Summary: 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 their event, the estimated cost of their event is $800 ($500 Hackley Park user fee, $100 20 trash cans, $100 2 cases of trash bags, 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 Senior Marketing Group of Muskegon to waive $800 in special event fees for the Senior Community 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 MUSKEGON

CITY OF MUSKEGON SPECIAL EVENT FEE WAIVER APPLICATION

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

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

ORGANIZATION'S INFORMATION

EVENT TITLE: SMG of Muskegon - Senior Community Day

Applicant Name: Lisa Luckey - Chairperson / President

Organization Name: Senior Marketing Group of Muskegon

Non-Profit I.D. or Tax Exempt #: 264332525

Address: P.O. BOX 115

Muskegon (City) Michigan (State) 49443 (Zip)

Phone: (616) 843-2260 Cell: (616) 368-9630

Email Address: luckeyl@maryfreebedathome.com Fax: ( )

EVENT INFORMATION

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

- ☐ Race *(run, walk, bike, etc.)*
- ☐ Parade
- ☐ Street Fair/Festival
- ☐ Concert
- ☐ Tournament *Type:*
- ☐ Pass-Through
- ☐ Fundraiser *Benefitting:*
- ☒ Other Senior Community Day

Event Location: Previously @ Orchard View High School

Why are you requesting to waive the Special Event Fee?

We are a non-profit Organization which hosts the Senior Community Day. This is a Free event for our Seniors in which we provide them free lunch, Vendor Information and Educational Opportunities, We are wanting to host this event outside due to COVID & allowing our Seniors to participate this year. Our event was cancelled last year due taking precautions for our Seniors to keep them safe.

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

The hardship incurred was our Senior Population being isolated for the past year plus. We are wanting to provide this Free event to support our Seniors & allow them to Socialize, receive Education & enjoy Entertainment & a Free lunch. We work with Orchard View Senior Center to Assist with the lunches.

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

SMG of Muskegon provides free benefits for our aging population in Muskegon. SMG is a group of Professionals from various businesses in West Michigan who are committed to serving the aging population. Our Membership is comprised of businesses who support our Senior Population: Hospitals, Hospice, Senior Living, Funeral Homes, Durable Medical Equipment, Hearing Centers, Insurance Companies, Realtors & Senior Placement Companies. We look forward to partnering with the City in hosting the Senior Community Day Event @ Hackley Park.

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.

[signature] 3-31-21

Event Representative (signature) Date

2021
Meeting & Networking Events

QUARTERLY MEETING SCHEDULE Quarterly Meetings are designed to educate and inform.	
2/11/21	Networking at 8:15 a.m. Meetings Begin at 8:30 a.m.
5/13/21	The Lee Chapel 6291 Harvey St. Norton Shores, MI 49444 (231) 798-1100
9/9/21	
12/9/21	

NETWORKING OPPORTUNITIES		
1/28/21	SMG Kick-Off	4:30p
3/25/21	Networking Lunch	11:30a
4/15/21	Networking Lunch	11:30a
6/10/21	Networking Lunch	11:30a
7/15/21	SMG Evening Out	4:00p
8/6/21	Senior Community Day:	
10/14/21	Networking Lunch	11:30a
11/11/21	Networking Lunch	11:30a

Special Thanks To:

SYTSEMA
FUNERAL & CREMATION SERVICES

for allowing Senior Marketing Group to host meetings at The Lee Chapel

BOARD MEMBERS

Lisa Luckey, Chairperson
Mary Free Bed at Home
(616) 368-9630
luckeyl@maryfreebedathome.com

Wendy Little, Treasurer
Park Terrace & The Village at Park Terrace
(231) 740-7501
wlittle@heritagepmi.com

Karla Middlecamp, Secretary
Care Patrol of West Michigan
(231) 672-0859
KarlaM@CarePatrol.com

Gina Penrice
CareLinc
(616) 249-2273
gpenrice@carelincmed.com

Lori Goudie
Harbor Hospice
(231) 728-6837
LGoudie@harborhospicemi.org

Joy Garwon
Beltone Hearing Center
(231) 755-3920
jgawron@beltone-westmich.com

Stacey Huth
Park Terrace & The Village at Park Terrace
(231) 759-1449
shuth@heritagepmi.com

Hugh Randle
Amigo
(616) 430-8351
hrandle@myamigo.com

Renee Wiard
Hospice of Michigan
(231) 638-6419
rwiard@hom.org

Jeremy Hoff
Simply Cremations
(616) 844-2880
jeremy@simplycremationservice.com

SMG
SENIOR marketing GROUP
professionals serving seniors

Senior Marketing Group is dedicated to improving the quality of life of seniors by working together professionally and collaboratively in the West Michigan Area.

PROUDLY SERVING:

Muskegon COUNTY

NEWAYGO COUNTY • MICHIGAN

OCEANA COUNTY • MICHIGAN

SEAL OF THE COUNTY OF OTTAWA MICHIGAN DEC. 1837

SENIOR marketing GROUP
professionals serving seniors

Who We Are:

The Senior Marketing Group (SMG) is a group of professionals from various businesses in West Michigan who are committed to serving the aging population.

- **Members include business owners, service providers, consultants, marketing professionals, and business administrators.**
- **Developing business relationships with each other allows members to work collaboratively rather than competitively. As a result, community seniors are better served.**
- **SMG is a non-profit organization, headed by a Board of Directors that is selected from within the membership at large. The Board of Directors meets regularly to administer the group's business, set policies, plan and organize events, and establish project oversight committees.**

Membership Benefits:

Network with Professionals

- Networking lunches throughout the year
- Opportunities to make new professional friends and grow business

Gain Valuable Information & Promote

- Educational meetings for members and prospective members four times per year
- A key note speaker discusses information relevant to those who work with older adults
- Opportunities to display your business literature
- Opportunities to sponsor a quarterly meeting, which includes a ten-minute presentation to the group about your organization

Make Connections with Seniors

- Annual Senior Community Day affords members the opportunity to exhibit their business to hundreds of community seniors, as well as other professionals
- Those in attendance are there to gather knowledge and seek services

Promote Through Our Website

- Market to both SMG members and seniors
- Your listing includes your logo and a link to your business
- Opportunities to post informational articles from your business (with approval)

Touch Your Community

- Over the years, SMG has contributed to several local efforts that serve our seniors
- Contributions have included Heels for Meals, food and nonperishable donations to local pantries, and holiday dinner deliveries

Screenings • Seminars • Service Vendors • Lunch • Door Prizes

Senior Marketing Group of Greater Muskegon Presents

SENIORCOMMUNITYDAY

GOOD INFORMATION • GREAT TIMES

Join us for this special day designed especially for older adults, their family members and caregivers.

A free event designed for older adults, their relatives and caregivers, that features vendors, giveaways, workshops, health screenings and balance assessments.

smgmuskegon.com

Visit Us At:
www.smgmuskegon.com
TODAY!

Like us on facebook

To Apply for Membership,
download a
Member Application Form
from our Official Website:
www.smgmuskegon.com

info@smgmuskegon.com

P.O. BOX 115
Muskegon, MI 49443

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 13, 2021	Title: Special Event Fee Waiver- Relay for Life
Submitted By: Ann Meisch	Department: City Clerk

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

Detailed Summary: The American Cancer Society holds a luminaria events as a memorial to those who have lose their battle to cancer. Their revenue has ben significant 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 Use fee, $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 the American Cancer Society to waive up to $150 in special event fees the Relay for Life Luminaria Event.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

CITY OF MUSKEGON SPECIAL EVENT FEE WAIVER APPLICATION

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

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

ORGANIZATION'S INFORMATION

EVENT TITLE: Relay For Life of Muskegon County Luminaria Event

Applicant Name: Organization American Cancer Society

Name: Trisha Jackson - ACS Staff

Non-Profit I.D. or Tax Exempt #: 13-1788491 Staff address: 8039 N Higgins Lk Roscommon MI 48653

Address: 2000 Town Center Suite # 1900

Southfield Mich 48653

City State Zip

Phone: (989) 8585160 Cell: (989) 8585160

Email Address: trisha.jackson@cancer.org Fax: ( )

EVENT INFORMATION

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

- ☐ Race *(run, walk, bike, etc.)*
- ☐ Parade
- ☐ Street Fair/Festival
- ☐ Concert
- ☐ Tournament *Type:*
- ☒ Pass-Through
- ☐ Fundraiser *Benefitting:*
- ☐ Other

Event Location:

Why are you requesting to waive the Special Event Fee?

This is not a fundraising event, but a memorial event for those lost to cancer.

also with revenue being cut nearly in half due to the pandemic, this waiver would certainly ensure more impact to our mission.

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

Covid 19 has burdened many businesses and non-profits have been Severely impacted. In 2020, our Organization experienced a 50% reduction in donor revenue. We are hopeful to continue in our rebuilding, however desire to still support the Muskegon Families who find this particular event healing and of great importance.

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

The American Cancer Society specifically impacts the Muskegon County by:

* providing Relay For Life, which not only raises funds, but provides emotional support and healing to families impacted by cancer
* Funds raised are used to fund cancer research, which impacts everyone, including the patients in Muskegon.
* Funds are also used to enhance health equity by providing Medical Support, Transporation and lodging for patients in Muskegon County and neighbooring Communitres.

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.

[signature]
Event Representative (signature)

3/29/2021
Date