

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 12, 2022 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS, AWARDS, AND PRESENTATIONS:**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk
 - B. Taste of Muskegon Liquor License City Clerk
 - C. Poverty Exemption Policy Update City Treasurer
 - D. ARPA Standard Allowance Finance
 - E. Amity Avenue Bridge Public Works
 - F. H92036 – Houston, 9th Street to 3rd Street – Contract Award Public Works
 - G. Staffing Services Agreement (BGCML) Public Works
 - H. Staffing Service Agreement (enCompass) Public Works
 - I. Equity Vision Statement City Manager
 - J. Youth Programming – COVID Community and Neighborhood Services
 - K. Youth Programming (Training) – COVID Community and Neighborhood Services
 - L. Sale – 207 E. Walton, 283 E. Walton, and 692 W. Grand Planning
 - M. Sale of the West Half of 1991 Clinton to be combined with 1974 Peck Street Planning

N. Sale – 1258 Wesley, 1364 Morgan, 1419 Ducey, 1428 Ducey, 1536 Ducey, 1539 Ducey, 1556 Albert, 1561 Albert, and 1488 Ducey Planning

O. Placer.ai Software Subscription Renewal Development Services

P. Arena Event Support City Manager

Q. Musketawa Trail Project – Change Order #002 DPW/Engineering

R. Community Relations Committee Recommendations City Clerk

☐ **PUBLIC HEARINGS:**

A. Industrial Facilities Tax Abatement Transfer – Lakeside Surfaces, LLC
Planning

B. 2022 Annual Action Plan Hearing Community and Neighborhood
Services

☐ **UNFINISHED BUSINESS:**

A. Amendment to the Ride Muskegon Agreement City Manager

☐ **NEW BUSINESS:**

A. Amendment to the PUD at 1000 W Western (Hartshorn Village) Planning

B. City of Muskegon Housing Study and Needs Assessment RFP
Development Services

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC COMMENT ON NON-AGENDA ITEMS:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the March 7, 2022 Worksession and March 8, 2022 Regular Meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, March 7, 2022
5:30 p.m.
City Commission Chambers
933 Terrace Street, Muskegon, MI 49440

MINUTES

2022-19

Present: Mayor Johnson, Vice Mayor German, Commissioners Gorman, Emory, St.Clair, Hood, and Ramsey

Attorney General Opinion on Open Meetings Act

City Attorney, John Schrier, presented information on the recent opinion from Michigan's Attorney General on the Open Meetings Act. Staff shared ideas on how to accommodate more public participation at city board and commission meetings and is seeking input from the commission on which proposals to pursue.

Social Sandbox Concert Series Fundraiser Request

Mr. Terry Puffer, through his non-profit organization, Lakeshore Legacy Project, is proposing a recurring concert series to take place downtown at the Downtown Muskegon Development Corporation owned lot known as the Social Sandbox. The organization is requesting the City agree to match their fundraising efforts to put on the concerts.

Mr. Puffer is proposing a concert series citing the city's Downtown Development Authority in the document but is asking for any eligible city funds to assist as match dollars. Staff is proposing that the commission determine willingness and limitation, if any, to assisting with this event. Mr. Puffer was in attendance to present information on the program and to answer questions.

This item will appear on the agenda on Tuesday, March 8, 2022 for further consideration.

Ride Muskegon Operating Agreement

City staff updated the proposed operating agreement with Ride Muskegon, LLC to operate a scooter rental business in the City and we are seeking approval. Ride Muskegon, LLC is locally owned and operated. We have incorporated a number of changes requested by the City Commission last year. This is latest the agreement can reasonably be approved if they are to acquire the scooters in time for the summer

season. We are finalizing a list of locations and will have that available for the Commission meeting.

This item will appear on the March 8, 2022 agenda for further consideration.

Neighborhood Engagement Training Proposal

Information was presented on a proposal to offer training that will educate our neighbors on communication with staff, boards, and elected officials with the goal of strengthening the representation and voice of our neighbors, especially those who rarely participate.

Laketon/Lakeshore Trail Connector

Staff is working towards submittal of a grant application to provide funding for construction of a new non-motorized trail within the City along Sanford and Terrace Streets that would serve as a connector between the Laketon and Lakeshore Trails. A resolution of support for the grant application is on the agenda for tomorrow night and staff is seeking commission/community feedback prior to the adoption and submittal.

Government Alliance on Race and Equity (GARE) Update

Staff presented updated information on progress with the Government Alliance on Race and Equity work.

The leadership team has completed the pre-work and is working with the consultant who is leading the Ottawa County team through the GARE program. The Core Team is meeting more frequently to complete the assignments given by the consultant. Our most recent effort is working toward creating an equity vision statement. The team considered:

- How do you define equity?
- What are the desired results?
- What would the results look like?
- What are desired outcomes?

Our draft equity vision statement began with the city's current vision statement and was built through the exercises noted above.

Current vision statement: Muskegon, the Premier Shoreline Offering a Vibrant, Affordable and Ethnically Diverse City where Citizens Feel Safe, Enjoy Their Neighborhoods and Have Access to Their City Government.

Draft equity vision statement: Muskegon is an ethnically diverse city where everyone is valued as an individual, access to city services and programs is universal, people are engaged in community building, and the diversity of the community is reflected in the city's businesses, events, boards, commissions, and staff.

Reorganization

Staff is seeking input on potential changes to the city staff's organization.

The division heads have been discussing changes to the staff organization with particular emphasis on changes to community engagement. Other small changes to Public Safety and Development Services are planned as well. There are three main options being presented to address community engagement, each with their own merits.

Option 1: Create a new Community Support and Engagement Division which would include three main functions – communications, city clerk, and parks and recreation

Option 2: Create a Parks and Recreation Department within the Municipal Services Division. Enhance communication efforts through additional staff in the Clerk's office.

Option 3: Create new Community Support and Engagement Division which would oversee the City Clerk, small business incubators, and community engagement. Enhance park management by adding an assistant parks supervisor.

The leadership team seeks input from the commission on the best direction forward to enhance our outreach to and connection with the community. Leadership will work together to determine details, phasing, and timing for implementation. Each option will have budget impacts that need to be considered. Commissioners seemed to favor Option 1.

Height Overlay District

The Imagine Muskegon Lake plan suggests creating a height overlay district on Nelson Street to allow three-story houses to increase lake visibility. The Lakeside Form Based Code allows three story residential buildings in the Lakeside Mixed Residential contact area. The code was written in 2019 and used the Imagine Muskegon Lake recommendation in the development of the ordinance. Staff is looking for approval from the Commission to go to the next Beachwood-Bluffton neighborhood meeting to discuss this proposal.

Public Comment: Public comments were received.

Adjournment: The Worksession meeting adjourned at 9:15 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 8, 2022 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, March 8, 2022. Pastor Tom Beetham, Lakeside Baptist Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Ken Johnson, Vice Mayor Willie German, Jr., Commissioners, Teresa Emory, Rachel Gorman, Rebecca St.Clair, Eric Hood, and Michael Ramsey, Deputy City Manager LeighAnn Mikesell, City Attorney John Schrier, and City Clerk Ann Meisch.

HONORS, AWARDS, AND PRESENTATIONS:

Muskegon County Bicycling Coalition

Ray McLeod, President of the Muskegon County Bicycling Coalition, spoke to the City Commission. He and his wife started a couple of bicycling groups for all types of cyclists. The group advocates by offering assistance with “passing” ordinances and providing input on 5-year plans to cities in the area. They appreciate the Lakeshore Trail and the Laketon Trail. The Coalition supports the Lakeshore/Laketon Connector Trail that is on the agenda for a vote tonight. The trails are also used by people that don’t consider themselves cyclists but do use the trails and use their bikes as everyday transportation. They will also benefit from this infrastructure.

PUBLIC COMMENT ON AGENDA ITEMS: Public comments were received.

2022-20 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the February 7, 2022 Worksession Meeting and the February 8, 2022 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Water Intake System Cleaning & Inspection

Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to contract with Lindahl Marine to clean and inspect the water intake system at the Water Filtration Plant.

The Water Filtration Plant intake system permits the flow of water from Lake Michigan into the water plant for treatment. This system includes a 60" diameter pipeline that originates at the Water Plant and terminates at the bottom of Lake Michigan, where it is protected with a crib structure.

The project is divided into two parts. The first part is an inspection using an ROV to verify the integrity of over 5,000 feet of pipe. The second part involves a professional diver performing an inspection and cleaning of the crib structure. Growth of mussels on the crib structure is common, and this growth can eventually lead to a reduction in water flow. The diver will also remove sediment and debris from the bottom of a portion of the pipe, which helps maintain adequate water flow and also improves water quality. The intake system was last inspected in 2017.

Sealed bids were accepted until February 15, 2022. Three bids were received, although one did not meet the requirements of the RFP. Staff recommends that Lindahl Marine be awarded the contract as the lowest bidder with a proposal that meets the requirements of the RFP. This project was budgeted as part of the FY 2021-2022 capital improvements projects at the Water Filtration Plant.

<u>Contractor</u>	<u>Price</u>
Lindahl Marine	\$49,000.00
Great Lakes Dock & Materials	\$81,287.00
AMOUNT REQUESTED: \$49,000	AMOUNT BUDGETED: \$75,000
FUND OR ACCOUNT: 591-92034-5346	

STAFF RECOMMENDATION: Authorize staff to contract with Lindahl Marine in the amount of \$49,000 for services related to the cleaning and inspection of the water intake system at the Water Filtration Plant.

C. Liquid Sodium Hypochlorite – Changer Order #005
Filtration

Public Works –

SUMMARY OF REQUEST: Staff is requesting authorization to accept the temporary price increase of liquid sodium hypochlorite from Alexander Chemical.

The Water Filtration Plan 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 Plan has obtained this treatment chemical at a significant cost savings

by soliciting competitive bids jointly with the cities of Grand Haven, Grand Rapids, Holland, Muskegon Heights, and Wyoming.

The sodium hypochlorite supply chain was initially disrupted from a shutdown of industrial manufacturing due to Covid-19. Major production facilities in the Gulf Coast region experienced a series of natural disasters that further disrupted the industry. By early 2021, major suppliers were declaring force majeure. Production facilities in other locations experienced equipment failures and other problems. It is expected the market will not stabilize for another 24 months. This combination of events led the EPA to provide guidance on how water utilities could use the Department of Commerce or the Defense Production Act to obtain treatment chemicals if their supply was interrupted. Our supplier of liquid sodium hypochlorite, Alexander Chemical, has been able to obtain a limited supply of these materials in order to keep us supplied. However, it has come at an increased cost due to rising material prices.

At the November 9, 2021 meeting, the Commission approved a change order from Alexander Chemical for a temporary price increase from \$205.58 per ton to \$290 per ton. An increase from \$290 per ton to \$320 per ton was approved at the staff level in December 2021. Alexander Chemical is requesting another temporary price increase to \$370 per ton until the market stabilizes, and they have agreed to maintain this price through the first quarter. Grand Rapids holds the master agreement for the purchasing cooperative and has already approved this change order. The cooperative does not believe that soliciting other bids would provide reduced pricing. This is an industry-wide problem, and these challenges exist for any company supplying this product.

Prior to this increase, the Water Filtration Plant spent \$62,592.72 to procure liquid sodium hypochlorite. If this temporary price increase remains in effect for the remainder of the fiscal year, it is estimated an additional \$77,000 will be spent, bringing the FY21-22 total cost to \$139,592.72. Liquid sodium hypochlorite is included in the budget, but the actual amount spent will depend on the volume of the water treated, the quality of the source water, and the duration of any temporary price increases. This additional request will be addressed in a budget reforecast if necessary.

Staff has reviewed the available options and there are no alternatives that would result in a different outcome or a price savings for the city.

AMOUNT REQUESTED: \$139,592.72 (estimate) AMOUNT BUDGETED: \$72,864.00
(\$18,118.70 over last request)

FUND OR ACCOUNT: 591-60558-5219

STAFF RECOMMENDATION: Authorize staff to purchase liquid sodium hypochlorite from Alexander chemical at a temporary increased price of \$370.00 per ton and authorize the City Manager to approve any subsequent

change orders through the remainder of the next 12 months.

D. Laketon/Lakeshore Trail Connector Grant Resolution Public Works

SUMMARY OF REQUEST: Staff is seeking formal resolution of support to submit a grant application to MDOT/MDNR for the Laketon/Lakeshore Trail Connector (LLTC) Project.

Staff is seeking funds through two programs to provide the base funding for construction of a new non-motorized trail named the Laketon/Lakeshore Trail Connector. The trail would be constructed in the road right-of-way along Sanford Street and Terrace Street between Laketon Avenue and Shoreline Drive linking the Laketon Trail and the Lakeshore Trails.

Grant funding is being pursued through two programs TAP (MDOT – Transportation Alternatives Program) and RTP (MDNR – Recreational Trails Program). If successful this grant could provide 60-70% of the funding necessary for the project.

If successful construction would begin as early as 2024.

Staff is recommending approval of the resolution of support.

STAFF RECOMMENDATION: Approve the resolution of support for the MDOT/MDNR grant application and Authorize the Clerk to sign.

G. Arena Participation Agreements City Manager

SUMMARY OF REQUEST: Staff is seeking approval of the participation agreements.

We have been working with the LCC to convert the arena liquor license from a Civic Center License to a DDC license. This has been a cumbersome process, but was necessary to properly operate Rad Dad's and Carlisle's in the space. We are in the home stretch. As part of the change, we were required to convert the existing leases into participation agreements – this is the appropriate terminology to match the activities at the arena. We are seeking approval.

STAFF RECOMMENDATION: Approve the participation agreements for Rad Dad's Tacos and Tequila and Carlisle's Goods and Leisure.

H. Summer Concert Series, Social Sandbox Economic Development -
REMOVED

I. Community Relations Committee Recommendations City Clerk

SUMMARY OF REQUEST: To concur with the CRC recommendations to make appointments.

The CRC recommends making the following appointments:

Board of Review – Sherry Burt (Citizen) – term expiring 1/31/2024

Farmers Market Advisory Board – Kelly Balta (Seasonal Crafter/Artisan) –

term expiring 1/31/2025

Housing Code Board of Appeals – Ed Simmons (Citizen) – term expiring 1/31/2025

STAFF RECOMMENDATION: To concur with the recommendation of the CRC to accept the appointments to Board of Review, Farmers Market Advisory Board, and Housing Board of Appeals.

Motion by Commissioner Gorman, second by Commissioner Emory, to accept the consent agenda as presented, minus items E and F.

ROLL VOTE: Ayes: Emory, St.Clair, Johnson, Hood, Ramsey, German, and Gorman

Nays: None

MOTION PASSES

2022-21 REMOVED FROM CONSENT AGENDA:

E. 435 Isabella Renovation City Manager

SUMMARY OF REQUEST: Staff is seeking approval to fund the renovation of 435 Isabella Avenue.

This property was originally acquired via tax foreclosure as a project for Community and Neighborhood Services to undertake a renovation as part of the HOME Program. It was eventually determined that the house needed too much work. We had Tim Harvey take a look at it and he feels comfortable renovating the home and maintaining it as a two-unit property. Currently, there are three living units. We feel there is an opportunity to add a third unit if the FBC zoning were secured, as the large garage has a second floor that would convert to a studio apartment. For now, we intend to renovate the main house at a cost of approximately \$220,000. This would include all new systems (HVAC, plumbing, and electrical). This would also include upgraded exterior finishes (windows, LP siding, etc.)

AMOUNT REQUESTED: \$220,000.00 AMOUNT BUDGETED: \$0

FUND OR ACCOUNT: Public Improvement

STAFF RECOMMENDATION: Approve the renovation budget for 435 Isabella at \$220,000, and amend the FY 2021-22 Public Improvement Fund Budget to include the project during the fiscal year.

Motion by Vice Mayor German, second by Commissioner St. Clair, to approve the renovation budget for 435 Isabella at \$220,000, and amend the FY 2021-22 Public Improvement Fund Budget to include the project during the fiscal year.

ROLL VOTE: Ayes: St.Clair, Johnson, Hood, Ramsey, German, Gorman, and Emory

Nays: None

MOTION PASSES

F. Rezoning 653 Yuba Street Planning

SUMMARY OF REQUEST: Staff initiated request to rezone a portion of the property at 653 Yuba Street from R-1, Low Density Single Family Residential to B-4, General Business. The Planning Commission recommended approval of the rezoning by a 6-0 vote.

STAFF RECOMMENDATION: To approve the request to rezone a portion of the property at 653 Yuba Street from R-1, Low Density Single Family Residential to B-4, General Business.

Motion by Vice Mayor German, second by Commissioner St. Clair, to approve the request to rezone a portion of the property at 653 Yuba Street from R-1, Low Density Single Family Residential to B-4 General Business.

ROLL VOTE: Ayes: Johnson, Hood, Ramsey, Gorman, Emory, and St. Clair

Nays: German

MOTION PASSES

2nd READING REQUIRED

2022-22 PUBLIC HEARINGS:

A. Commercial Rehabilitation District – 130 E Apple Ave Planning

SUMMARY OF REQUEST: Pursuant to Public Act 210 of 2005, as amended, the Forrest Group of West Michigan LLC has requested the establishment of a Commercial Rehabilitation District. The creation of the district will allow the building owner to apply for a Commercial Rehabilitation Certificate, which will freeze the taxable value of the building and exempt the new real property investment from local taxes. The school operating tax and the State Education Tax (SET) are still levied on the new investment. Land and personal property cannot be abated under this act.

Once the Commission approves the establishment of the district, the County has up to 28 days to accept or reject the establishment of the district. If the County does not reject it, then the applicant may apply for the Commercial Rehabilitation Certificate.

STAFF RECOMMENDATION: To approve the request to establish a Commercial rehabilitation District at 130 E. Apple Avenue.

PUBLIC COMMENTS RECEIVED: Talonda Haver, part of the Forrest Group of West MI, asking for establishment of Commercial District – building has been vacant for nine years. Costly repairs are needed to the property.

Motion by Commissioner Ramsey, second by Commissioner Hood, to close the

public hearing and approve the request to establish a Commercial Rehabilitation District.

ROLL VOTE: Ayes: Hood, Ramsey, German, Gorman, Emory, St.Clair, and Johnson

Nays: None

MOTION PASSES

2022-23 UNFINISHED BUSINESS:

A. Ride Muskegon Operating Agreement City Manager

SUMMARY OF REQUEST: City staff updated the proposed operating agreement with Ride Muskegon, LLC to operate a scooter rental business in the City and we are seeking approval.

Staff is recommending approval of the operating agreement. Ride Muskegon, LLC is locally owned and operated. We have incorporated a number of the changes requested by the City Commission last year. This is the latest the agreement can reasonably be approved if they are to acquire the scooters in time for the summer season. We are finalizing a list of locations and will have that available for the Commission meeting.

STAFF RECOMMENDATION: Approve the operating agreement and authorize the City Manager to sign.

Motion by Commissioner Gorman, second by Commissioner Ramsey, to approve the operating agreement and authorize the City Manager to sign.

ROLL VOTE: Ayes: Ramsey, German, Gorman, and Hood

Nays: Emory, St.Clair, and Johnson

MOTION PASSES

Motion by Commissioner St.Clair, second by Commissioner Emory, for staff to return to the City Commission with proposed final attachments to the Ride Muskegon Operating Agreement for adoption.

ROLL VOTE: Ayes: German, Gorman, Emory, St.Clair, Johnson, Hood, and Ramsey

Nays: None

MOTION PASSES

2022-24 NEW BUSINESS:

A. 2nd Quarter Budget Reforecast Finance

SUMMARY OF REQUEST: At this time staff is asking for approval of the 2nd Quarter Budget Reforecast for the FY 2021-22 budget year as presented.

General Fund

Revenues:

Finance adjusted numerous accounts. Some of the notable increases in revenue are listed below:

Traffic Fines & Fees were increased from \$200,000 to \$235,000. This increase is mostly due to enforcement of paid beach parking.

The General Fund has received an uptick in contributions in the 4805 Fund. Originally, we budgeted \$20,000. The 2nd Quarter reforecast is now \$130,000.

The Contributions/Grant account originally had nothing budgeted. However, we received several grants from our Michigan Municipal Risk Management Authority to purchase police equipment. The new budget amount is now \$75,000.

Marihuana Street Lights contribution line items has been increased to \$67,000 the original budgeted amount was \$30,000. As of December 2021, we have received almost \$40,000 in contributions for street lights from Marihuana businesses.

Expenses:

The most notable expenditure increase in the General Fund is in Park Maintenance. The DPW Director asked to increase his budget by \$289,000 mostly for seasonal labor.

The \$700,000 for Reese & Beukema was on the wrong budget line and now it is on the right project number.

As of December 31st, our Expenditures are exceeding our Revenues by \$1,793,854.

WATER AND SEWER FUNDS

Sewer Expenses:

Again, we are reducing Muskegon County Wastewater Treatment costs to \$5,400,000 based on the current projections. The original amount budgeted for 20/21 was \$6,000,000 and then was reduced to \$5,500,000 in the 1st Quarter.

STAFF RECOMMENDATION: To approve the 2nd Quarter FY 2021-22 Budget Reforecast as presented.

Motion by Commissioner Ramsey, second by Commissioner Emory, to approve the 2nd Quarter FY2021-22 Budget Reforecast as presented.

ROLL VOTE: Ayes: Gorman, Emory, St.Clair, Johnson, Hood, Ramsey, and German

Nays: None

MOTION PASSES

B. Amendment to the Marihuana Facilities Overlay District – Temporary Marihuana Events Planning

SUMMARY OF REQUEST: Staff initiated request to amend Section 2331 of the zoning ordinance to allow temporary marihuana events at 470 W. Western Avenue and 1800 Peck Street.

The Planning Commission made two separate motions on the case. The first was to make a recommendation to the City Commission to approve the request at 470 W. Western Avenue, which passed by a 6-1 vote. The second was to make a recommendation to the City Commission to approve the request at 1800 Peck Street, which passed by a 4-3 vote.

STAFF RECOMMENDATION: To approve the request to amend Section 2331 of the zoning ordinance to allow temporary marihuana events at 470 W. Western Avenue and 1800 Peck Street.

Motion by Commissioner Ramsey, second by Commissioner St.Clair, to approve the request to amend Section 2331 of the zoning ordinance to allow temporary marihuana events at 470 W. Western Avenue.

ROLL VOTE: Ayes: Emory, St.Clair, Johnson, Hood, Ramsey, German, and Gorman

Nays: None

MOTION PASSES

Motion by Commissioner Ramsey, second by Commissioner St.Clair, to approve the request to amend Section 2331 of the zoning ordinance to allow temporary marihuana events at 1800 Peck Street.

ROLL VOTE: Ayes: St.Clair, Johnson, Ramsey, German, and Emory

Nays: Hood and Gorman

MOTION PASSES

2nd READING REQUIRED FOR 1800 PECK STREET

2022-25 ANY OTHER BUSINESS: As a matter of housekeeping – Mayor Johnson would entertain a motion to officially accept the resignation of Frank Peterson, City Manager.

Motion by Commissioner St.Clair, second by Commissioner Emory, to officially accept the resignation of Franklin J. Peterson as City Manager effective April 1, 2022.

ROLL VOTE: Ayes: Johnson, Hood, Ramsey, German, Gorman, Emory, and St.Clair

Nays: None

MOTION PASSES

Also, under Any Other Business, Commissioner Ramsey asked about the tracking of Social District cup and sticker sales. Staff explained that they are tracked. He believes he misheard something. Mayor Johnson asked if the Governor has signed the law allowing special event licenses in the social district. There will be more discussion about possibly extending the district at a later date. Also, Commissioner St.Clair asked if it was necessary to formally accept the resignation of the Public Safety Director, it is not. The position is appointed by the City Manager. There was discussion regarding the interview panel for the Public Safety Director and the opportunity to meet candidates at a meet and greet event.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Public comments were received.

ADJOURNMENT: The City Commission adjourned at 7:55 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Taste of Muskegon Liquor License
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: The Muskegon City Clerk's Office is seeking commission approval to apply for a special liquor license for beer, wine, and spirit service for the Taste of Muskegon being held in Hackley Park on Friday, June 10, 2022 and Saturday, June 11, 2022.	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To authorize the City Clerk's office to apply for a special liquor license for the Taste of Muskegon.	
For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 4/12/2022	Title: Poverty Exemption Policy Update
Submitted By: Sarah Wilson	Department: City Treasurer
Brief Summary: The State has updated its requirements regarding poverty exemptions, and we need to update our policy in order to comply.	
Detailed Summary: We are required to have a commission-approved "Poverty Exemption Policy" for the Board of Review to follow when approving or denying poverty exemption applications. The last update to the policy was in 2019. The current policy with the suggested changes is attached, and is a part of our larger Financial Policies document. The State of Michigan has determined that allowing Boards of Review to deviate from poverty exemption policies for "substantial and compelling reasons" is no longer permissible under MCL 211.7u. That statement in the policy must be removed. Additionally, it is suggested by staff that the Commission consider adding the highlighted language to the policy, which would limit the poverty exemption in certain instances. This change would still allow those on a fixed income over the age of 65 or who are disabled to receive 100% of the benefit exemption. This particular change is not required by the State, but it is an option that is available to ensure the exemption benefits are awarded to those that are most in need.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s):
Recommended Motion: To approve the Poverty Exemption Policy with amended language as presented.	
For City Clerk Use Only: Commission Action:	

XXV. POVERTY EXEMPTION INCOME GUIDELINES

The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the residence.

To be eligible, a person shall do all of the following on an annual basis:

- 1) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
- 2) File a claim with the City Assessor or Board of Review, accompanied by Federal and State Income tax returns for all persons residing in the residence, or a form 4988, if applicable.
- 3) Produce a valid driver's license or other form of positive identification if requested.
- 4) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested.
- 5) Meet the Federal poverty income guidelines as defined and determined annually by the United States Office of Management and Budget (or its successor).
- 6) Total household assets, except for the principal residence being claimed, essential household goods, and one motor vehicle, may not exceed one quarter (25%) of the Federal poverty guideline for the entire household. Assets include, but are not limited to real estate, motor vehicles, recreational vehicles and equipment, time shares, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, antiques and collectibles, etc. Assets do not include basic essential household goods such as furniture, appliances, dishes and clothing. The value of assets will not be reduced by the amount of any indebtedness owed on such assets, or any indebtedness otherwise owed by the applicant or members of the household.

The Board of Review shall follow the above stated policy and Federal guidelines in granting or denying an exemption, ~~unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and Federal guidelines and these are communicated in writing to the claimant.~~ Relief granted the first year of exemption approval is 100%. Unless the applicant has a fixed income and is over the age of 65 or permanently disabled; the taxable value reduction will be 50% in subsequent years 2 through 4; the taxable value reduction will be 25% in year 5 and thereafter.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: ARPA Standard Allowance
Submitted By: Kenneth Grant	Department: Finance
Brief Summary: The US Treasury allows municipalities to use a standard amount up to \$10 million for revenue loss with streamlined reporting requirements.	
Detailed Summary: The Final Rule from the US Treasury allows agencies to select the standard allowance for revenue loss which is \$10,000,000 for governmental services with streamlined reporting requirements.	
Amount Requested: \$10,000,000.00	Amount Budgeted:
Fund(s) or Account(s): 482	Fund(s) or Account(s): 101
Recommended Motion: I recommend that we use to the full \$10 million standard allowance police and fire salaries along other governmental services starting from January 2022.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

ARPA Standard Deduction
Coronavirus State & Local
Fiscal Recovery Funds:
Overview of the Final Rule

April 12, 2022

The City of Muskegon was allocated \$22,881,894 from U.S. Department of the Treasury for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan.

The final rule offers a standard allowance for revenue loss of up to \$10,000,000. Recipients that select the standard allowance may use the funds to pay for governmental services with streamlined reporting requirements. This provides the City with the most spending flexibility along with minimum reporting and tracking. I feel it is in the City's best interest use to the \$10,000,000 standard allowance on police and fire salaries. The remaining \$12,881,894 funds has to go to the following areas:

- a) Public Health/Negative Economic Impacts: Recipients must use the award funds to provide assistance to households
- b) Premium Pay-recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID 19 public health emergency
- c) Revenue Loss-Based on a calculation of lost revenue that begins with the recipient's revenue in the last full fiscal year prior to the COVID 19 public health emergency and includes the 12-month period ending December 31, 2020.
- d) Investments in Water, Sewer, and Broadband-the recipients must use the funds to make necessary investment in water, sewer, and broadband.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Amity Avenue Bridge
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting authorization to apply for State of Michigan FY2025 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.	
Detailed Summary: 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 \$598,000 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(s) or Account(s): 202-TBD-5346/5355	Fund(s) or Account(s): 202-TBD-5346/5355
Recommended Motion: 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.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

City of Muskegon

RESOLUTION

SUPPORT OF APPLICATION FOR BRIDGE PRESERVATION FUNDS

WHEREAS, Muskegon City Commissioners desire to promote safety and fiscal responsibility for the residents and visitors of our great city; and

WHEREAS, Muskegon City Commissioners acknowledge there is no longer a need for the bridge carrying Amity Street over the abandoned railroad; and

WHEREAS, Muskegon City Commissioners agree that removing the Amity bridge and rebuilding the roadway on fill reduces the future costs of maintenance; and

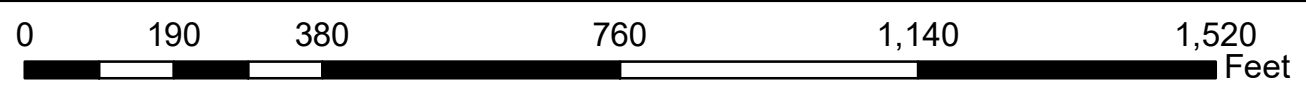
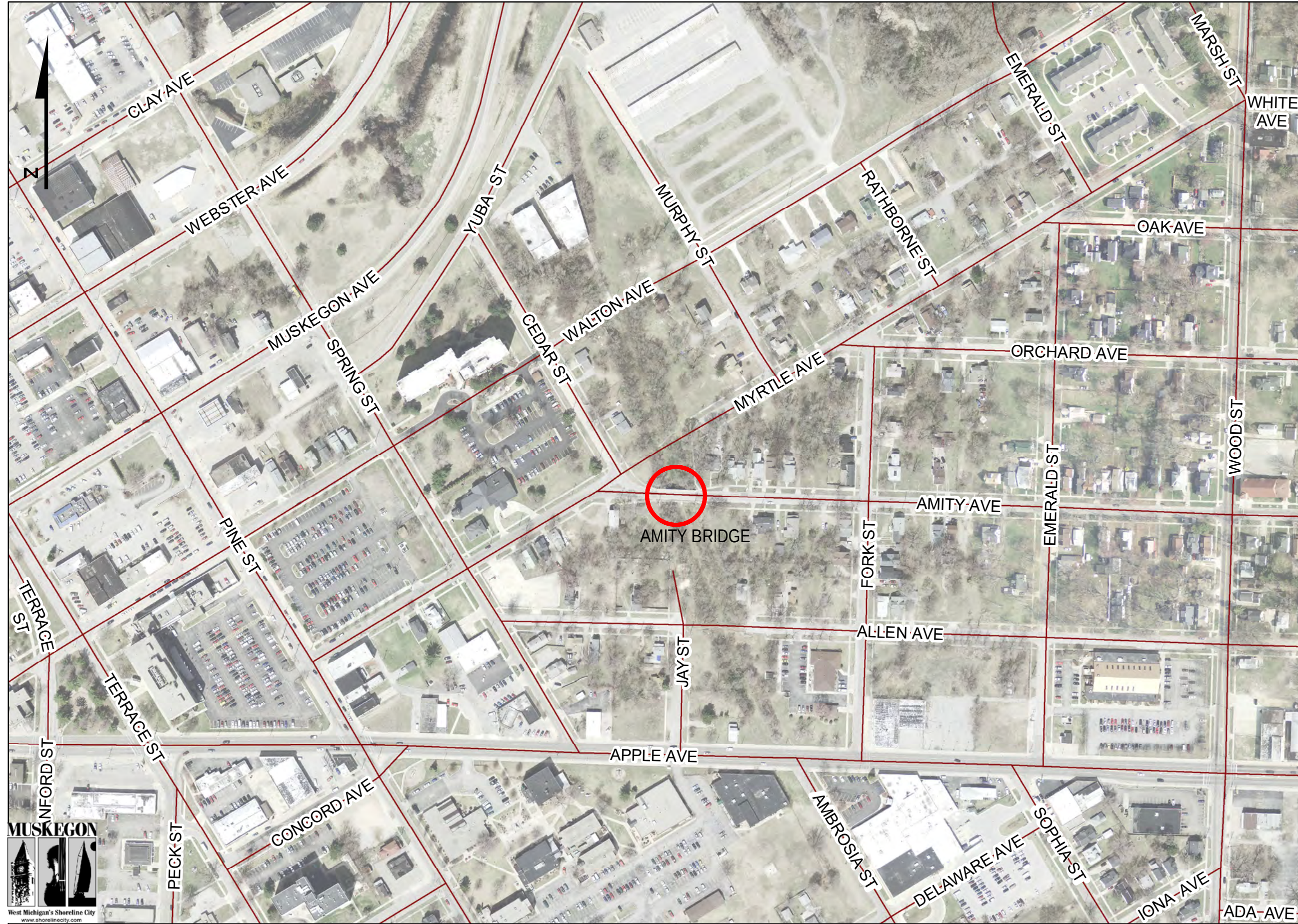
NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners support the application for federal and state bridge preservation funds and commit to funding required match dollars for removal of the bridge.

Dated this _____ of _____ 20__.

Ken Johnson
Mayor

Ann Marie Meisch
City Clerk

Amity Bridge and surrounding area



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: H92036 Houston, 9 th to 3 rd – contract award
Submitted By: Joel Brookens	Department: Public Works
Brief Summary: Staff is requesting authorization to approve a contact with McCormick Sand, Inc. in the amount of \$1,412,968.15.	
Detailed Summary: Bids were solicited for a construction project to reconstruct Houston Ave from 9 th to 3 rd , along with replacing the water main, water services and appurtenant parts. McCormick Sand provided the low bid. The bid tabulation is attached.	
Amount Requested: \$1,412,968.15	Amount Budgeted: \$1,600,000 (w/Engineering)
Fund(s) or Account(s): 202-92036 590-92036	Fund(s) or Account(s): 202-92036 (\$800K) 590-92036 (\$800K) <u>FY 22/23 Budget</u>
Recommended Motion: Authorize staff to approve a contact with McCormick Sand in the amount of \$1,412,968.15	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

1.10 BID TABULATION				
City of Muskegon Engineering Department		Project Engineer:	F. PEASE	Date: 2/9/2022
		Project Number:	H92036	
		Project description:	Houston, 9th to 3rd	
		Engineer's Estimate:	\$ 1,445,401.50	

Line Item	Pay Code	Description	Units	Quantity	Engineer Estimate		McCormick Sand		Jackson Merkey		Wadel		K & R	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1100001	Mobilization, Max 10%	LSUM	1	\$ 100,000.00	\$ 100,000.00	\$ 98,000.00	\$ 98,000.00	\$ 150,000.00	\$ 150,000.00	\$ 165,000.00	\$ 165,000.00	\$ 175,000.00	\$ 175,000.00
2	2030015	Sewer, Rem, Less than 24 inch	Ft	159	\$ 15.00	\$ 2,385.00	\$ 10.00	\$ 1,590.00	\$ 14.10	\$ 2,241.90	\$ 11.00	\$ 1,749.00	\$ 20.00	\$ 3,180.00
3	2037050	Dr Structure, Rem, Modified	Ea	16	\$ 400.00	\$ 6,400.00	\$ 400.00	\$ 6,400.00	\$ 378.50	\$ 6,056.00	\$ 350.00	\$ 5,600.00	\$ 300.00	\$ 4,800.00
4	2040055	Sidewalk, Rem	Syd	4041	\$ 7.00	\$ 28,287.00	\$ 5.00	\$ 20,205.00	\$ 5.15	\$ 20,811.15	\$ 4.50	\$ 18,184.50	\$ 7.00	\$ 28,287.00
5	2047011	Pavt, Rem, Modified	Syd	10307	\$ 8.00	\$ 82,456.00	\$ 3.00	\$ 30,921.00	\$ 4.20	\$ 43,289.40	\$ 7.95	\$ 81,940.65	\$ 6.00	\$ 61,842.00
6	2057002	Machine Grading, Modified	Sta	27.4	\$ 2,000.00	\$ 54,800.00	\$ 2,000.00	\$ 54,800.00	\$ 3,746.00	\$ 102,640.40	\$ 3,500.00	\$ 95,900.00	\$ 2,150.00	\$ 58,910.00
7	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	16	\$ 100.00	\$ 1,600.00	\$ 80.00	\$ 1,280.00	\$ 95.00	\$ 1,520.00	\$ 100.00	\$ 1,600.00	\$ 150.00	\$ 2,400.00
8	3020020	Aggregate Base, 8 inch	Syd	9000	\$ 8.00	\$ 72,000.00	\$ 11.00	\$ 99,000.00	\$ 8.50	\$ 76,500.00	\$ 11.60	\$ 104,400.00	\$ 11.50	\$ 103,500.00
9	3060021	Maintenance Gravel, LM	Cyd	150	\$ 15.00	\$ 2,250.00	\$ 30.00	\$ 4,500.00	\$ 0.01	\$ 1.50	\$ 6.00	\$ 900.00	\$ 45.00	\$ 6,750.00
10	4020600	Sewer, CI E, 12 inch, Tr Det B	Ft	212	\$ 40.00	\$ 8,480.00	\$ 36.00	\$ 7,632.00	\$ 46.90	\$ 9,942.80	\$ 70.00	\$ 14,840.00	\$ 57.00	\$ 12,084.00
11	4021204	Sewer Tap, 12 inch	Ea	2	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 662.50	\$ 1,325.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00
12	4027001	Sewer, PVC SDR 35, 8 inch, Tr Det B	Ft	160	\$ 30.00	\$ 4,800.00	\$ 28.00	\$ 4,480.00	\$ 41.00	\$ 6,560.00	\$ 50.00	\$ 8,000.00	\$ 54.00	\$ 8,640.00
13	4027001	Sewer, Ductile Iron, CL 52, 12 inch, Tr Det B	Ft	345	\$ 65.00	\$ 22,425.00	\$ 85.00	\$ 29,325.00	\$ 98.90	\$ 34,120.50	\$ 110.00	\$ 37,950.00	\$ 95.00	\$ 32,775.00
14	4027001	Sewer, Ductile Iron, CL 52, 10 inch, Tr Det B	Ft	82	\$ 60.00	\$ 4,920.00	\$ 78.00	\$ 6,396.00	\$ 94.50	\$ 7,749.00	\$ 108.00	\$ 8,856.00	\$ 93.00	\$ 7,626.00
15	4027001	Sewer, Ductile Iron, CL 52, 8 inch, Tr Det B	Ft	28	\$ 55.00	\$ 1,540.00	\$ 60.00	\$ 1,680.00	\$ 86.70	\$ 2,427.60	\$ 100.00	\$ 2,800.00	\$ 92.00	\$ 2,576.00
16	4030004	Dr Structure Cover, Adj, Case 1, Modified	Ea	3	\$ 650.00	\$ 1,950.00	\$ 1,000.00	\$ 3,000.00	\$ 562.00	\$ 1,686.00	\$ 700.00	\$ 2,100.00	\$ 950.00	\$ 2,850.00
17	4030210	Dr Structure, 48 inch dia	Ea	2	\$ 1,500.00	\$ 3,000.00	\$ 2,800.00	\$ 5,600.00	\$ 2,049.00	\$ 4,098.00	\$ 2,500.00	\$ 5,000.00	\$ 1,800.00	\$ 3,600.00
18	4030312	Dr Structure, Tap, 12 inch	Ea	3	\$ 300.00	\$ 900.00	\$ 400.00	\$ 1,200.00	\$ 331.00	\$ 993.00	\$ 700.00	\$ 2,100.00	\$ 450.00	\$ 1,350.00
19	4037050	Catch Basin 4 Ft Dia Special Detail	Ea	9	\$ 1,700.00	\$ 15,300.00	\$ 2,200.00	\$ 19,800.00	\$ 2,145.00	\$ 19,305.00	\$ 2,500.00	\$ 22,500.00	\$ 1,700.00	\$ 15,300.00
20	4037050	Dr Structure Cover, Type K, Modified	Ea	15	\$ 750.00	\$ 11,250.00	\$ 620.00	\$ 9,300.00	\$ 1,023.00	\$ 15,345.00	\$ 1,000.00	\$ 15,000.00	\$ 1,150.00	\$ 17,250.00
21	4037050	Catch Basin 2 Ft Dia Special Detail	Ea	5	\$ 1,500.00	\$ 7,500.00	\$ 1,900.00	\$ 9,500.00	\$ 1,419.00	\$ 7,095.00	\$ 2,000.00	\$ 10,000.00	\$ 1,000.00	\$ 5,000.00
22	4037050	Dr Structure Cover, Type B, Modified	Ea	4	\$ 700.00	\$ 2,800.00	\$ 440.00	\$ 1,760.00	\$ 816.00	\$ 3,264.00	\$ 750.00	\$ 3,000.00	\$ 950.00	\$ 3,800.00
23	5010025	Hand Patching	Ton	10	\$ 150.00	\$ 1,500.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00
24	5012025	HMA, 4EML	Ton	2086	\$ 85.00	\$ 177,310.00	\$ 99.20	\$ 206,931.20	\$ 101.50	\$ 211,729.00	\$ 99.00	\$ 206,514.00	\$ 102.00	\$ 212,772.00
25	8017011	Driveway, Nonreinf Conc, 6 Inch, Modified	Syd	604	\$ 45.00	\$ 27,180.00	\$ 40.00	\$ 24,160.00	\$ 36.40	\$ 21,985.60	\$ 33.00	\$ 19,932.00	\$ 45.00	\$ 27,180.00
26	8017011	Driveway, Nonreinf Conc, 8 inch, Modified	Syd	67	\$ 60.00	\$ 4,020.00	\$ 52.00	\$ 3,484.00	\$ 47.60	\$ 3,189.20	\$ 44.00	\$ 2,948.00	\$ 50.00	\$ 3,350.00
27	8020038	Curb and Gutter, Conc, Det F4	Ft	6029	\$ 14.00	\$ 84,406.00	\$ 13.00	\$ 78,377.00	\$ 15.60	\$ 94,052.40	\$ 9.00	\$ 54,261.00	\$ 17.00	\$ 102,493.00
28	8030010	Detectable Warning Surface	Ft	220	\$ 35.00	\$ 7,700.00	\$ 32.00	\$ 7,040.00	\$ 32.50	\$ 7,150.00	\$ 32.00	\$ 7,040.00	\$ 32.00	\$ 7,040.00
29	8030030	Curb Ramp Opening, Conc	Ft	369	\$ 25.00	\$ 9,225.00	\$ 20.00	\$ 7,380.00	\$ 21.50	\$ 7,933.50	\$ 20.00	\$ 7,380.00	\$ 26.00	\$ 9,594.00
30	8030044	Sidewalk, Conc, 4 inch	Sft	23887	\$ 4.00	\$ 95,548.00	\$ 3.35	\$ 80,021.45	\$ 3.20	\$ 76,438.40	\$ 2.80	\$ 66,883.60	\$ 4.10	\$ 97,936.70
31	8030046	Sidewalk, Conc, 6 inch	Sft	1807	\$ 5.00	\$ 9,035.00	\$ 4.00	\$ 7,228.00	\$ 3.90	\$ 7,047.30	\$ 3.50	\$ 6,324.50	\$ 5.25	\$ 9,486.75
32	8030048	Sidewalk, Conc, 8 inch	Sft	255	\$ 6.00	\$ 1,530.00	\$ 4.50	\$ 1,147.50	\$ 4.40	\$ 1,122.00	\$ 4.00	\$ 1,020.00	\$ 6.50	\$ 1,657.50
33	8032002	Curb Ramp, Conc, 6 inch	Sft	2814	\$ 6.00	\$ 16,884.00	\$ 7.00	\$ 19,698.00	\$ 5.95	\$ 16,743.30	\$ 5.50	\$ 15,477.00	\$ 6.50	\$ 18,291.00
34	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	Ft	1120	\$ 3.00	\$ 3,360.00	\$ 3.00	\$ 3,360.00	\$ 2.65	\$ 2,968.00	\$ 2.50	\$ 2,800.00	\$ 2.50	\$ 2,800.00
35	8110044	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	Ft	129	\$ 6.00	\$ 774.00	\$ 6.00	\$ 774.00	\$ 8.95	\$ 1,154.55	\$ 8.50	\$ 1,096.50	\$ 8.50	\$ 1,096.50

City of Muskegon Engineering Department	Project Engineer:	F. PEASE	Date:	2/9/2022
	Project Number:	H92036		
	Project description:	Houston, 9th to 3rd		
	Engineer's Estimate:	\$ 1,445,401.50		

Line Item	Pay Code	Description	Units	Quantity	Engineer Estimate		McCormick Sand		Jackson Merkey		Wadel		K & R	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
36	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	22	\$ 80.00	\$ 1,760.00	\$ 110.00	\$ 2,420.00	\$ 110.00	\$ 2,420.00	\$ 110.00	\$ 2,420.00	\$ 100.00	\$ 2,200.00
37	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	22	\$ 5.00	\$ 110.00	\$ 5.00	\$ 110.00	\$ 5.00	\$ 110.00	\$ 5.00	\$ 110.00	\$ 1.00	\$ 22.00
38	8120026	Pedestrian Type II Barricade, Temp	Ea	12	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00	\$ 65.00	\$ 780.00
39	8120100	Dust Palliative, Applied	Ton	30	\$ 50.00	\$ 1,500.00	\$ 0.10	\$ 3.00	\$ 25.00	\$ 750.00	\$ 50.00	\$ 1,500.00	\$ 550.00	\$ 16,500.00
40	8120170	Minor Traf Devices	LSUM	1	\$ 2,000.00	\$ 2,000.00	\$ 12,600.00	\$ 12,600.00	\$ 14,379.80	\$ 14,379.80	\$ 15,200.00	\$ 15,200.00	\$ 13,600.00	\$ 13,600.00
41	8120252	Plastic Drum, Fluorescent, Furn	Ea	128	\$ 25.00	\$ 3,200.00	\$ 25.00	\$ 3,200.00	\$ 25.00	\$ 3,200.00	\$ 25.00	\$ 3,200.00	\$ 30.00	\$ 3,840.00
42	8120253	Plastic Drum, Fluorescent, Oper	Ea	128	\$ 1.00	\$ 128.00	\$ 5.00	\$ 640.00	\$ 5.00	\$ 640.00	\$ 5.00	\$ 640.00	\$ 0.10	\$ 12.80
43	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	963	\$ 5.00	\$ 4,815.00	\$ 3.00	\$ 2,889.00	\$ 3.00	\$ 2,889.00	\$ 3.00	\$ 2,889.00	\$ 7.00	\$ 6,741.00
44	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	963	\$ 1.00	\$ 963.00	\$ 1.00	\$ 963.00	\$ 1.00	\$ 963.00	\$ 1.00	\$ 963.00	\$ 0.10	\$ 96.30
45	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	128	\$ 7.00	\$ 896.00	\$ 6.00	\$ 768.00	\$ 6.00	\$ 768.00	\$ 6.00	\$ 768.00	\$ 10.00	\$ 1,280.00
46	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	128	\$ 1.00	\$ 128.00	\$ 1.00	\$ 128.00	\$ 1.00	\$ 128.00	\$ 1.00	\$ 128.00	\$ 0.10	\$ 12.80
47	8160062	Topsoil Surface, Furn, 4 inch	Syd	5277	\$ 4.00	\$ 21,108.00	\$ 4.00	\$ 21,108.00	\$ 5.15	\$ 27,176.55	\$ 7.00	\$ 36,939.00	\$ 3.00	\$ 15,831.00
48	8167011	Hydroseeding	Syd	5277	\$ 0.50	\$ 2,638.50	\$ 1.00	\$ 5,277.00	\$ 0.95	\$ 5,013.15	\$ 1.50	\$ 7,915.50	\$ 1.00	\$ 5,277.00
49	8237001	Watermain, DI, 16 inch, Tr Det G, Modified	Ft	10	\$ 90.00	\$ 900.00	\$ 120.00	\$ 1,200.00	\$ 344.50	\$ 3,445.00	\$ 240.00	\$ 2,400.00	\$ 200.00	\$ 2,000.00
50	8237001	Watermain, DI, 8 inch, Tr Det G, Modified	Ft	2690	\$ 65.00	\$ 174,850.00	\$ 61.00	\$ 164,090.00	\$ 77.80	\$ 209,282.00	\$ 72.00	\$ 193,680.00	\$ 77.00	\$ 207,130.00
51	8237001	Watermain, DI, 6 inch, Tr Det G, Modified	Ft	186	\$ 60.00	\$ 11,160.00	\$ 58.00	\$ 10,788.00	\$ 71.90	\$ 13,373.40	\$ 95.00	\$ 17,670.00	\$ 70.00	\$ 13,020.00
52	8237001	Water Service, 1 inch, Copper Type K	Ft	2047	\$ 40.00	\$ 81,880.00	\$ 27.00	\$ 55,269.00	\$ 35.00	\$ 71,645.00	\$ 35.00	\$ 71,645.00	\$ 38.00	\$ 77,786.00
53	8237001	Water Service, Private Property, 1 inch	Ft	1077	\$ 50.00	\$ 53,850.00	\$ 35.00	\$ 37,695.00	\$ 26.00	\$ 28,002.00	\$ 35.00	\$ 37,695.00	\$ 58.00	\$ 62,466.00
54	8237001	Water Service, 2 inch, Copper Type K	Ft	98	\$ 60.00	\$ 5,880.00	\$ 45.00	\$ 4,410.00	\$ 50.00	\$ 4,900.00	\$ 55.00	\$ 5,390.00	\$ 57.00	\$ 5,586.00
55	8237001	Water Service, Private Property, 2 inch	Ft	56	\$ 70.00	\$ 3,920.00	\$ 40.00	\$ 2,240.00	\$ 40.00	\$ 2,240.00	\$ 55.00	\$ 3,080.00	\$ 90.00	\$ 5,040.00
56	8237050	Bend, 8 inch, 45 Degree, DI MJ	Ea	14	\$ 400.00	\$ 5,600.00	\$ 900.00	\$ 12,600.00	\$ 687.00	\$ 9,618.00	\$ 700.00	\$ 9,800.00	\$ 850.00	\$ 11,900.00
57	8237050	Bend, 8 inch, 90 Degree, DI MJ	Ea	1	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 735.00	\$ 735.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
58	8237050	Water Service, Building Connection, 1 inch	Ea	55	\$ 1,200.00	\$ 66,000.00	\$ 800.00	\$ 44,000.00	\$ 600.00	\$ 33,000.00	\$ 640.00	\$ 35,200.00	\$ 1,300.00	\$ 71,500.00
59	8237050	Corporation Stop, 1 inch	Ea	62	\$ 350.00	\$ 21,700.00	\$ 400.00	\$ 24,800.00	\$ 850.00	\$ 52,700.00	\$ 700.00	\$ 43,400.00	\$ 700.00	\$ 43,400.00
60	8237050	Curb Stop and Box, 1 inch	Ea	55	\$ 350.00	\$ 19,250.00	\$ 750.00	\$ 41,250.00	\$ 760.00	\$ 41,800.00	\$ 820.00	\$ 45,100.00	\$ 800.00	\$ 44,000.00
61	8237050	Meter Pit Complete	Ea	7	\$ 1,300.00	\$ 9,100.00	\$ 700.00	\$ 4,900.00	\$ 1,100.00	\$ 7,700.00	\$ 900.00	\$ 6,300.00	\$ 1,600.00	\$ 11,200.00
62	8237050	Hydrant, 6 inch, Standard	Ea	5	\$ 3,000.00	\$ 15,000.00	\$ 3,500.00	\$ 17,500.00	\$ 3,865.00	\$ 19,325.00	\$ 4,200.00	\$ 21,000.00	\$ 3,700.00	\$ 18,500.00
63	8237050	Reducer, 8 inch X 6 inch, DI MJ	Ea	2	\$ 475.00	\$ 950.00	\$ 1,500.00	\$ 3,000.00	\$ 766.50	\$ 1,533.00	\$ 650.00	\$ 1,300.00	\$ 650.00	\$ 1,300.00
64	8237050	Sleeve, 6 inch, Long, DI MJ	Ea	1	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,900.00	\$ 1,900.00	\$ 1,270.00	\$ 1,270.00	\$ 1,275.00	\$ 1,275.00
65	8237050	Sleeve, 16 inch, Long, DI MJ	Ea	2	\$ 1,500.00	\$ 3,000.00	\$ 1,800.00	\$ 3,600.00	\$ 4,522.00	\$ 9,044.00	\$ 2,900.00	\$ 5,800.00	\$ 2,600.00	\$ 5,200.00
66	8237050	Tee, 16 inch x 8 inch, DI MJ	Ea	1	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 2,991.00	\$ 2,991.00	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	\$ 2,400.00
67	8237050	Tee, 8 inch X 8 inch, DI MJ	Ea	3	\$ 800.00	\$ 2,400.00	\$ 900.00	\$ 2,700.00	\$ 1,262.00	\$ 3,786.00	\$ 1,100.00	\$ 3,300.00	\$ 1,050.00	\$ 3,150.00
68	8237050	Tee, 8 inch x 6 inch, DI MJ	Ea	7	\$ 500.00	\$ 3,500.00	\$ 850.00	\$ 5,950.00	\$ 1,187.00	\$ 8,309.00	\$ 1,050.00	\$ 7,350.00	\$ 1,000.00	\$ 7,000.00
69	8237050	Valve, 8 inch, Gate, with Box	Ea	9	\$ 2,000.00	\$ 18,000.00	\$ 2,800.00	\$ 25,200.00	\$ 2,112.00	\$ 19,008.00	\$ 2,300.00	\$ 20,700.00	\$ 2,400.00	\$ 21,600.00
70	8237050	Valve, 6 inch, Gate, with Box	Ea	7	\$ 1,500.00	\$ 10,500.00	\$ 1,800.00	\$ 12,600.00	\$ 1,428.00	\$ 9,996.00	\$ 1,800.00	\$ 12,600.00	\$ 1,850.00	\$ 12,950.00
71	8237050	Cut and Cap, 6 inch Watermain	Ea	1	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 971.50	\$ 971.50	\$ 650.00	\$ 650.00	\$ 1,300.00	\$ 1,300.00

City of Muskegon Engineering Department	Project Engineer:	F. PEASE	Date:	2/9/2022
	Project Number:	H92036		
	Project description:	Houston, 9th to 3rd		
	Engineer's Estimate:	\$ 1,445,401.50		

					Engineer Estimate		Mc Cormick Sand		Jackson Merkey		Wadel		K & R	
Line Item	Pay Code	Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
72	8237050	Cap, 6 inch, DI MJ	Ea	6	\$ 300.00	\$ 1,800.00	\$ 250.00	\$ 1,500.00	\$ 635.50	\$ 3,813.00	\$ 650.00	\$ 3,900.00	\$ 650.00	\$ 3,900.00
73	8237050	Cap, 8 inch, DI MJ	Ea	1	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 766.00	\$ 766.00	\$ 700.00	\$ 700.00	\$ 750.00	\$ 750.00
74	8237050	Corporation Stop, 2 inch	Ea	3	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,459.00	\$ 4,377.00	\$ 1,125.00	\$ 3,375.00	\$ 1,000.00	\$ 3,000.00
75	8237050	Curb Stop and Box, 2 inch	Ea	3	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,312.00	\$ 3,936.00	\$ 1,180.00	\$ 3,540.00	\$ 1,100.00	\$ 3,300.00
76	8237050	Sleeve, 8 inch, Long, DI MJ	Ea	11	\$ 500.00	\$ 5,500.00	\$ 900.00	\$ 9,900.00	\$ 2,762.00	\$ 30,382.00	\$ 1,300.00	\$ 14,300.00	\$ 1,275.00	\$ 14,025.00
77	8237050	Water Service, Building Connection, 2 inch	Ea	3	\$ 1,600.00	\$ 4,800.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 830.00	\$ 2,490.00	\$ 1,350.00	\$ 4,050.00
78	8237050	Bend, 6 inch, 45 Degree, DI MJ	Ea	4	\$ 400.00	\$ 1,600.00	\$ 700.00	\$ 2,800.00	\$ 590.50	\$ 2,362.00	\$ 600.00	\$ 2,400.00	\$ 650.00	\$ 2,600.00
79	8237050	Reducer, 6 inch x 4 inch, DI MJ	Ea	2	\$ 400.00	\$ 800.00	\$ 1,200.00	\$ 2,400.00	\$ 541.50	\$ 1,083.00	\$ 560.00	\$ 1,120.00	\$ 500.00	\$ 1,000.00

					TOTAL BID AMOUNT		\$ 1,445,401.50	\$ 1,412,968.15	\$ 1,634,144.90	\$ 1,655,674.25	\$ 1,782,488.35
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INDEX TO SHEETS

SHEET	DESCRIPTION
1	TITLE SHEET
2	CROSS SECTION AND DETAIL SHEET
3	STA 0+83 (P.O.B.) TO STA 5+83 ROAD PLAN AND PROFILE
4	STA 5+83 TO STA 10+83 ROAD PLAN AND PROFILE
5	STA 10+83 TO STA 15+83 ROAD PLAN AND PROFILE
6	STA 15+83 TO STA 20+83 ROAD PLAN AND PROFILE
7	STA 20+83 TO STA 25+83 ROAD PLAN AND PROFILE
8	STA 25+83 TO STA 28+20 (P.O.E.) ROAD PLAN AND PROFILE
9	STA 0+83 (P.O.B.) TO STA 5+83 WATERMAIN PLAN
10	STA 5+83 TO STA 10+83 WATERMAIN PLAN
11	STA 10+83 TO STA 15+83 WATERMAIN PLAN
12	STA 15+83 TO STA 20+83 WATERMAIN PLAN
13	STA 20+83 TO STA 25+83 WATERMAIN PLAN
14	STA 25+83 TO STA 28+20 (P.O.E.) WATERMAIN PLAN
15	TRAFFIC CONTROL
16	PERMANENT PAVEMENT MARKINGS

STANDARD PLANS

- R-1-G DRAINAGE STRUCTURES
- R-28-J CURB RAMP AND DETECTABLE WARNING DETAILS
- R-29-I DRIVEWAY OPENINGS & APPROACHES & CONCRETE SIDEWALKS
- R-30-G CONCRETE CURB AND CONCRETE CURB & GUTTER
- R-83-C UTILITY TRENCHES
- R-96-E SOIL EROSION & SEDIMENTATION CONTROL MEASURES
- R-7-F COVER B
- R-15-G COVER K

NOTE: STANDARD PLANS INCLUDED IN PROPOSAL

NOTE:
THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THESE IMPROVEMENTS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2018 AASHTO GUIDELINES.

CITY OF MUSKEGON
HOUSTON AVE
FROM NINTH TO THIRD ST.,

TRAFFIC, SAFETY STANDARD PLANS

WZD-100-A GROUND DRIVEN SIGN SUPPORTS FOR TEMPORARY SIGNS
WZD-125-E TEMPORARY TRAFFIC CONTROL DEVICES

*STANDARD PLANS INCLUDED IN PROPOSAL



NO SCALE

UTILITIES

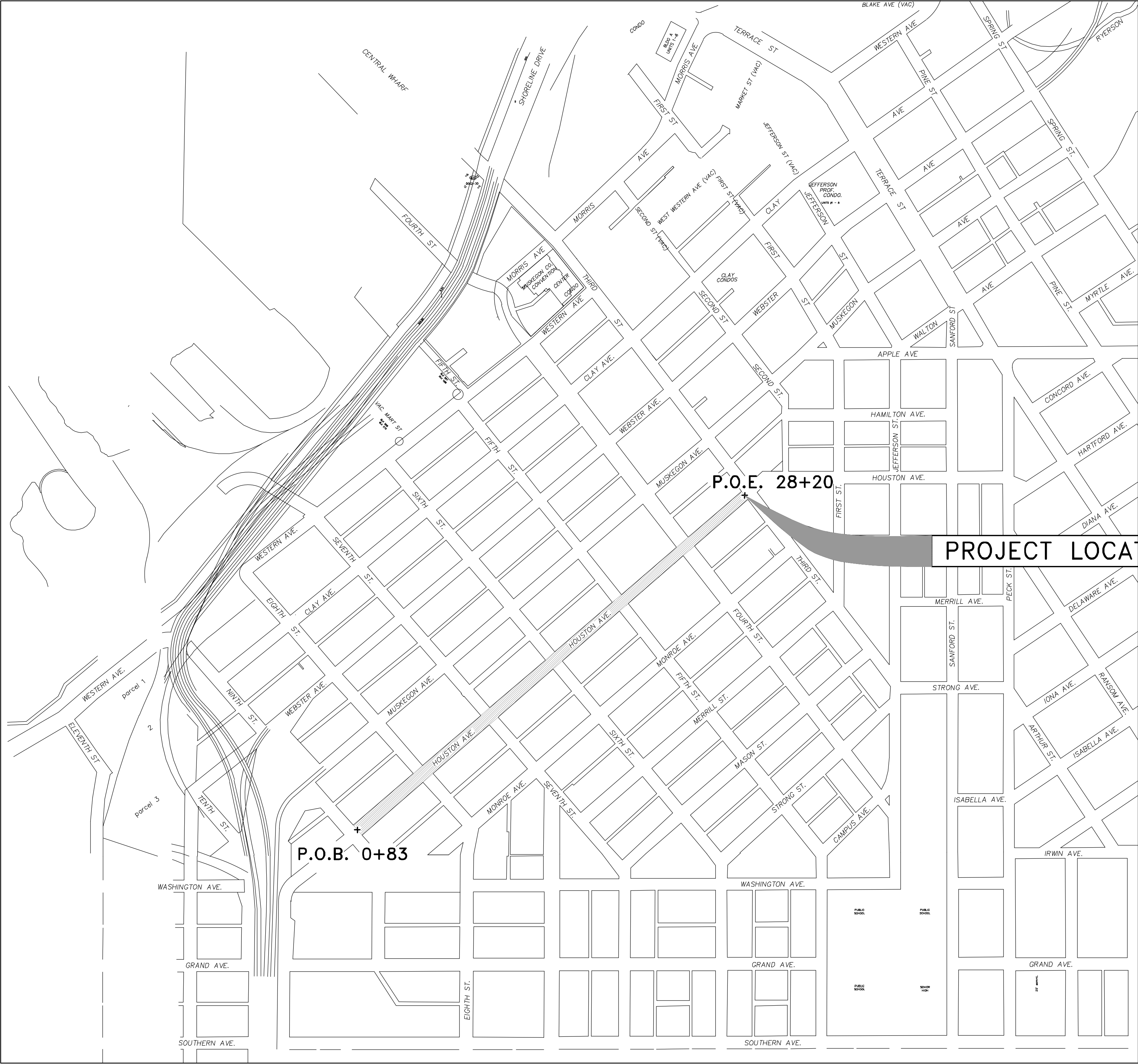
ELECTRIC
JOEL BROWN
CONSUMERS ENERGY
700 E STERNBERG ROAD
NORTON SHORES, MI 49441
(231) 557-8762

TELEPHONE
CINDY WHITEMAN
FRONTIER COMMUNICATIONS
860 TERRACE STREET
MUSKEGON MI 49440
(231) 727-0290

GAS
TONY FERRIER
DTE ENERGY
2359 OLTHOFF DRIVE
MUSKEGON MI 49444
(231) 726-0943 (CELL)

CABLE
JIM STITZEL
COMCAST
700 W BROADWAY AVENUE
MUSKEGON, MI 49441
(810) 217-1642

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



PROJECT LOCATION

CONSTRUCTION INCLUDES 0.52 MILES OF HMA PAVEMENT RECONSTRUCTION; INCLUDING HMA REMOVAL, HMA PAVEMENT, WATER MAIN, WATER SERVICES, STORM SEWER, CONCRETE SIDEWALKS, CURB & GUTTER, AND PAVEMENT MARKINGS ON HOUSTON AVE IN THE CITY OF MUSKEGON, MUSKEGON COUNTY.

PREPARED UNDER THE SUPERVISION OF:

LEO EVANS, P.E.
CITY ENGINEER

55599
REGISTRATION NUMBER

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

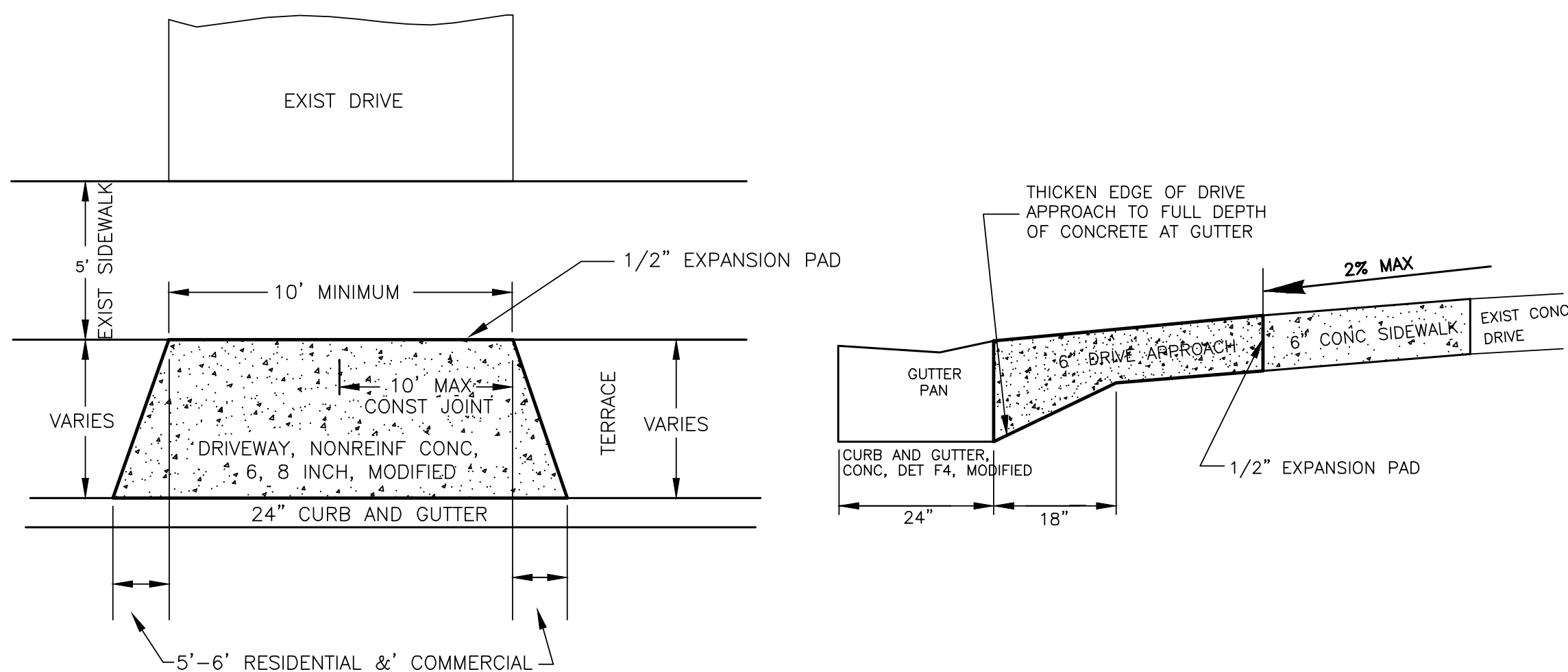
CITY OF MUSKEGON
OFFICE OF THE CITY ENGINEER

HOUSTON AVE
NINTH TO THIRD

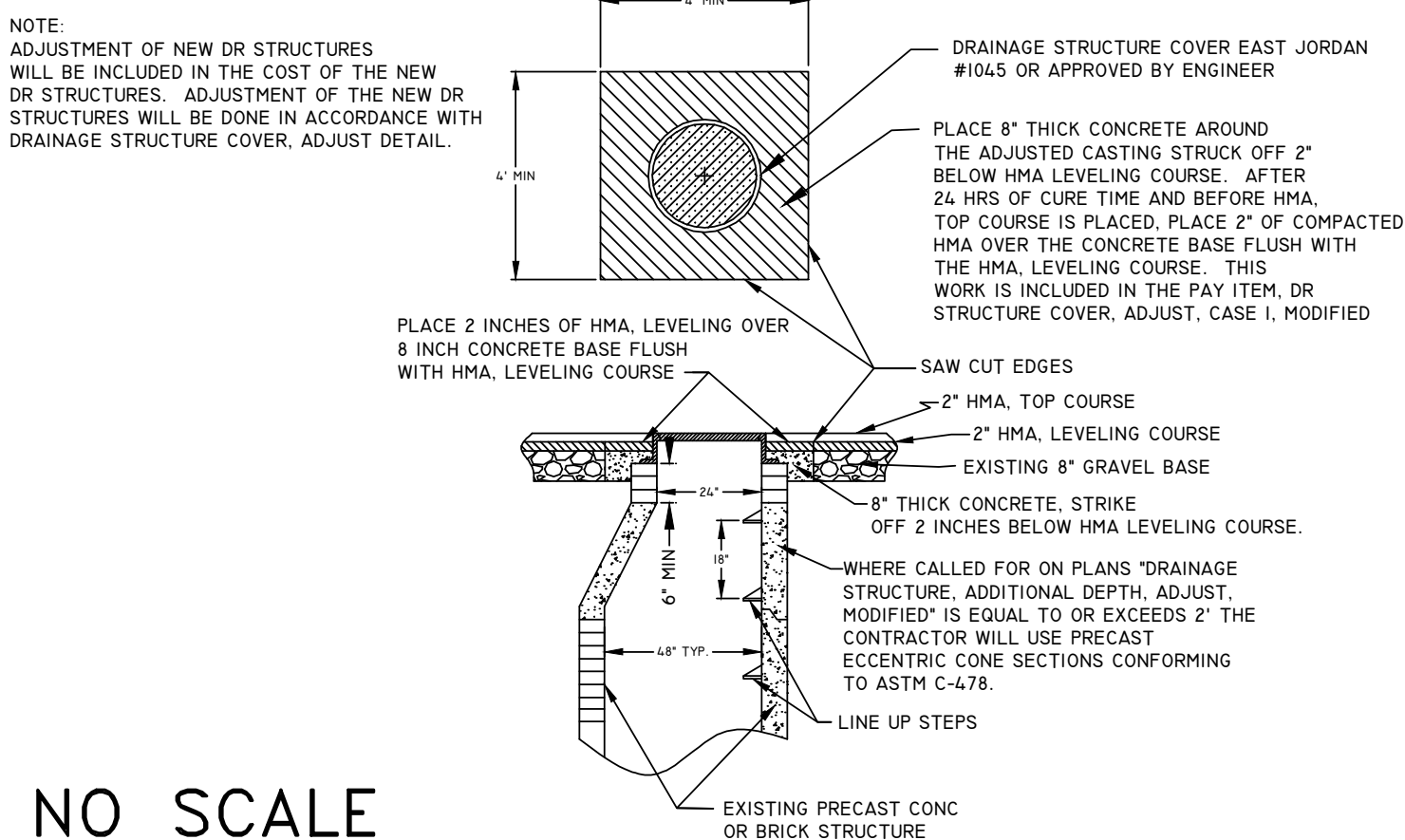
DRAWN F. PEASE	SEPT 21	REVISION	SURVEY F. PEASE	2019	H-92036
CHECKED		REVISION	AS-BUILT		PROJECT NO
APPROVED		REVISION	SCALE NO SCALE	SHEET NO 1	OF 16

HOUSTON AVE, THIRD TO NINTH ST. CROSS SECTION AND DETAIL SHEET

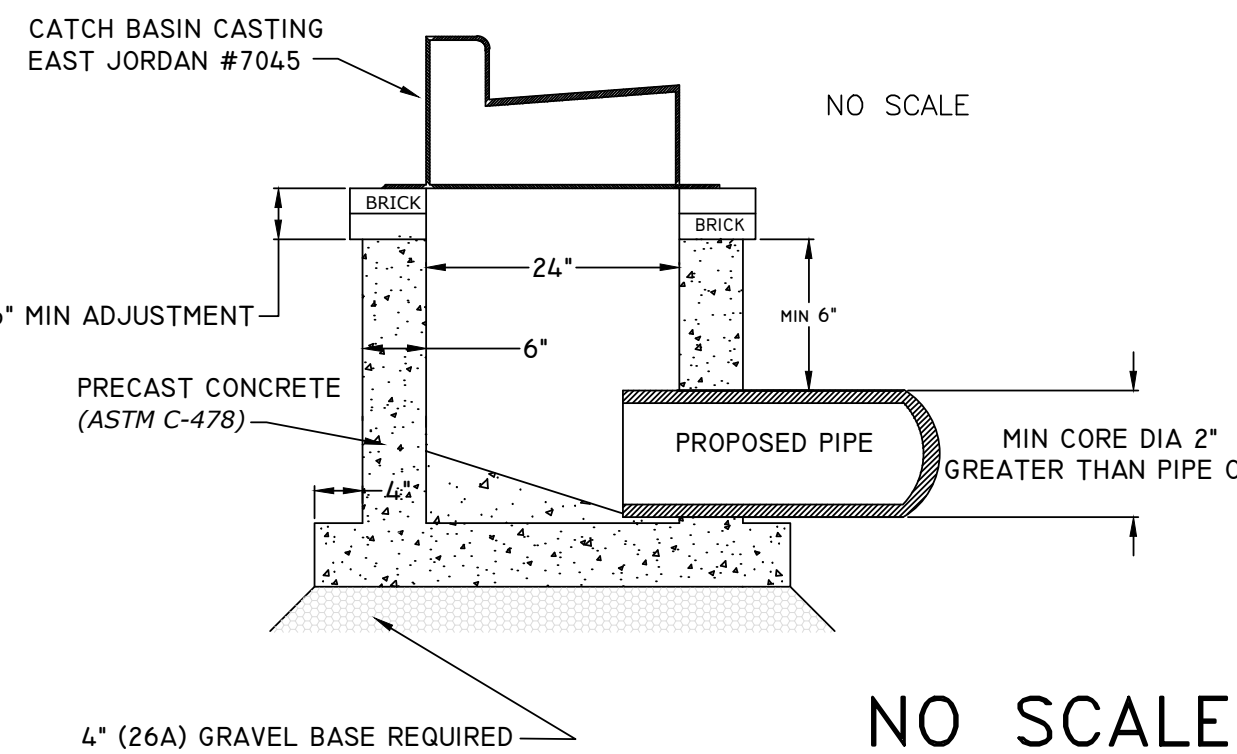
TYPICAL DRIVE APPROACH DETAIL



DRAINAGE STRUCTURE COVER, ADJUST DETAIL



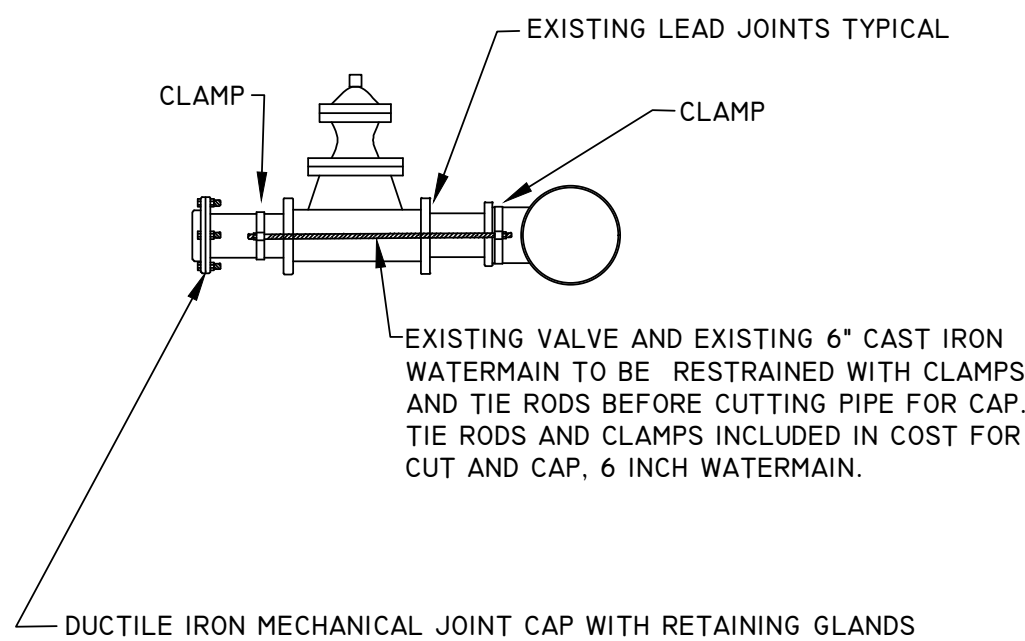
DETAIL FOR: CATCH BASIN 2 FT DIA, SPECIAL DETAIL



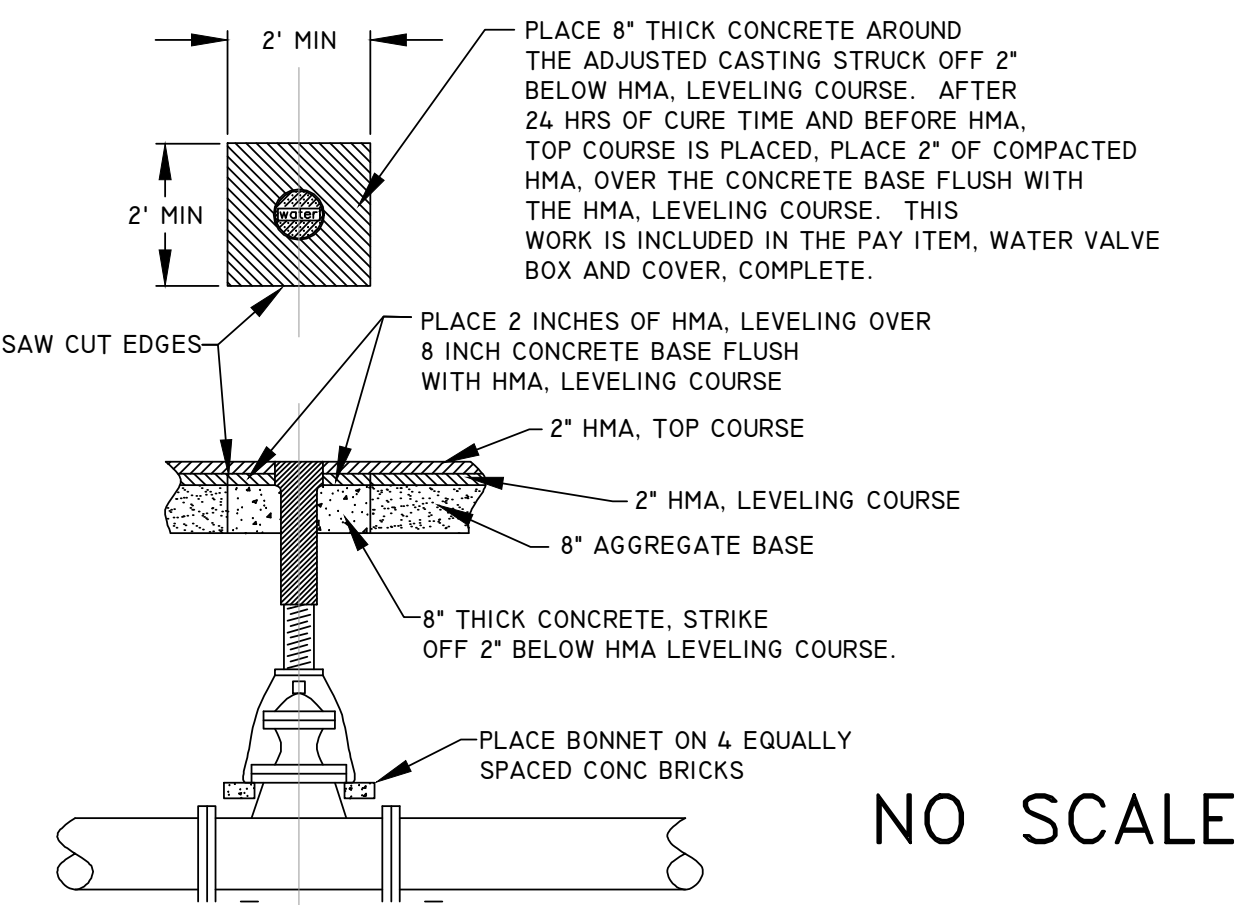
GENERAL NOTES:

- UPON REQUEST AND APPROVAL, THE CONTRACTOR MAY OBTAIN A WATER SUPPLY FROM THE CITY OF MUSKEGON FIRE HYDRANTS AT NO COST, PROVIDED THAT THEY FOLLOW THE CONDITIONS OF THE CITY WATER DEPARTMENT.
- WHENEVER SMALL CASTINGS (STOP BOXES, METER PITS, MONITORING WELLS) ARE ENCOUNTERED WITHIN THE WORK AREA THEY SHALL BE ADJUSTED AT NO COST TO THE CITY. PAYMENT SHALL BE INCLUDED WITH THE LINE ITEM OF WORK BEING PERFORMED.
- FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CALL MISS DIG, (811) 1-800-482-7171, A MINIMUM OF 3 WORKING DAYS EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO EXCAVATING IN THE VICINITY OF ALL UTILITY LINES. ALL MISS DIG PARTICIPATING MEMBERS WILL THUS BE NOTIFIED, THIS DOES NOT RELIEVE THE CONTRACTOR THE RESPONSIBILITY OF NOTIFYING OWNERS WHO MAY NOT BE PART OF THE MISS DIG ALERT SYSTEM.

DETAIL FOR: CUT AND CAP, 6 INCH WATERMAIN

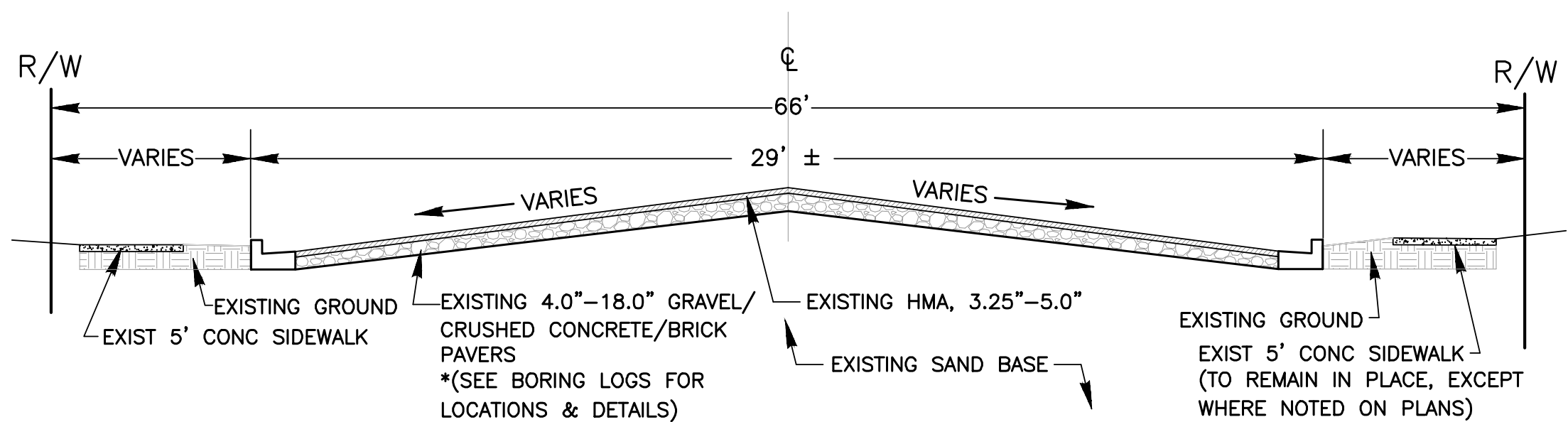


WATER VALVE BOX AND COVER, COMPLETE DETAIL



- PUBLIC UTILITIES OF ALL TYPES HAVE BEEN SHOWN ON THE PLAN USING AVAILABLE INFORMATION, BUT ARE NOT GUARANTEED AS ACCURATE, OR THAT UTILITIES OTHER THAN THOSE SHOWN ARE NOT PRESENT. THE CONTRACTOR SHALL CALL MISS DIG 3 WORKING DAYS (EXCLUDING SAT., SUN., AND HOLIDAYS) BEFORE DIGGING (1-800-482-7171).
- EXISTING TRAFFIC CONTROL SIGNS THAT NEED TO BE REMOVED TO ALLOW THE CONTRACTOR TO WORK WILL BE REMOVED BY THE CONTRACTOR AND STORED IN A SAFE PLACE TO AVOID DAMAGE. THE CONTRACTOR SHALL THEN REINSTALL THE SIGNS IN THEIR ORIGINAL LOCATION OR AS DIRECTED BY THE ENGINEER. REMOVAL AND REPLACEMENT OF THE SIGNS WILL BE INCLUDED IN THE ITEM OF MINOR TRAF DEVICES. SIGNS THAT ARE DAMAGED BY THE CONTRACTOR WILL BE REPLACED BY CITY FORCES, AND THE CONTRACTOR WILL PAY THE CITY FOR THE COST OF REPLACEMENT.
- THE CONTRACTOR SHALL SAW CUT ALL MEETS RELATIVE TO SIDEWALK OR PAVEMENT CONSTRUCTION UNLESS WAIVED BY THE ENGINEER. PAYMENT FOR SAW CUTTING SHALL BE INCLUDED IN THE PAYMENT FOR THE PAY ITEMS SYD PAVT, REM, MODIFIED, CURB AND GUTTER, REM, HMA SURFACE, REM AND SIDEWALK, REM. NO ADDITIONAL PAYMENT WILL ALLOWED FOR SAW CUTTING.
- IRRIGATION SYSTEMS AS MARKED OR STAKED DAMAGED THROUGH CARELESS WORK BY THE CONTRACTOR WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE CITY OF MUSKEGON. THE CITY OF MUSKEGON WILL PAY FOR RELOCATION OF IRRIGATION SYSTEMS DUE TO WIDENING OF ROAD OR IN CONFLICT WITH THE CONSTRUCTION OF UNDERGROUND WORK. PAYMENT WILL BE MADE BY A NEGOTIATED UNIT PRICE THROUGH A CONTRACT MODIFICATION. IT SHALL BE AT THE ENGINEER'S DISCRETION AS TO WHAT IRRIGATION REPAIR AND/OR RELOCATION IS THE RESULT OF CARELESS WORK BY THE CONTRACTOR OR THAT WHICH IS NECESSARY FOR THE CONSTRUCTION OF ROAD OR UTILITY WORK.

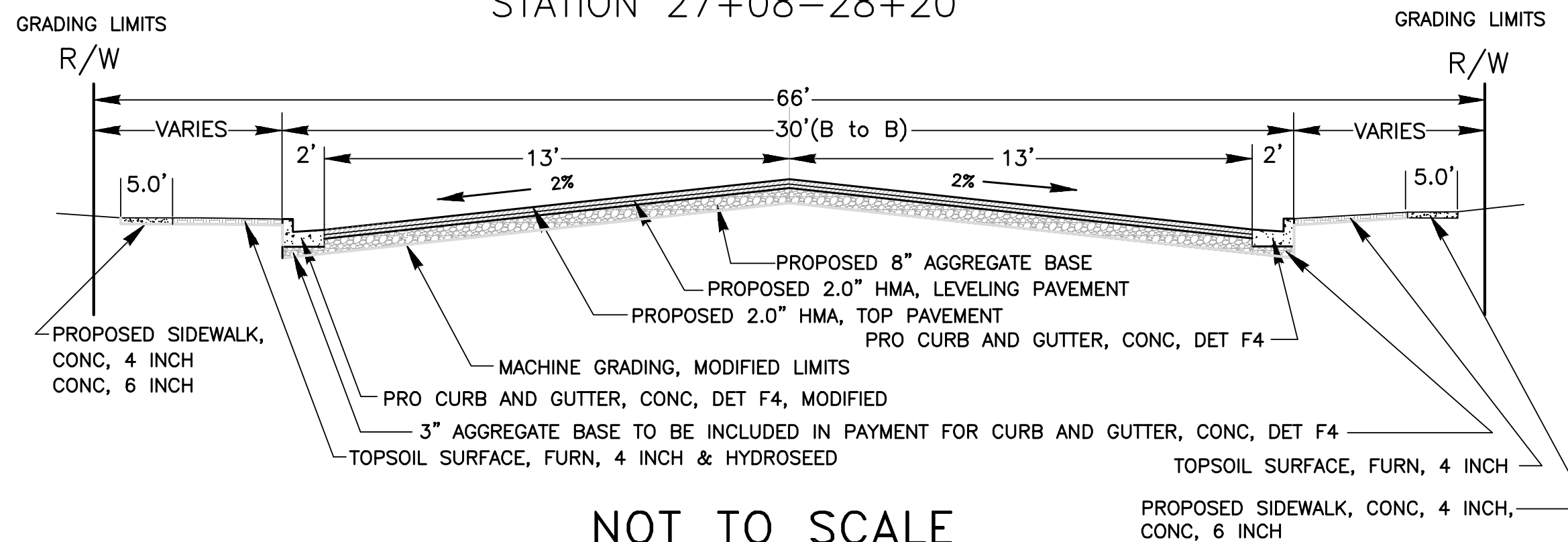
NOT TO SCALE
TYPICAL EXISTING X-SECTION
STATION 0+83-27+08 (29'+/-)
STATION 27+08-28+20 (29'-34'(+/-))



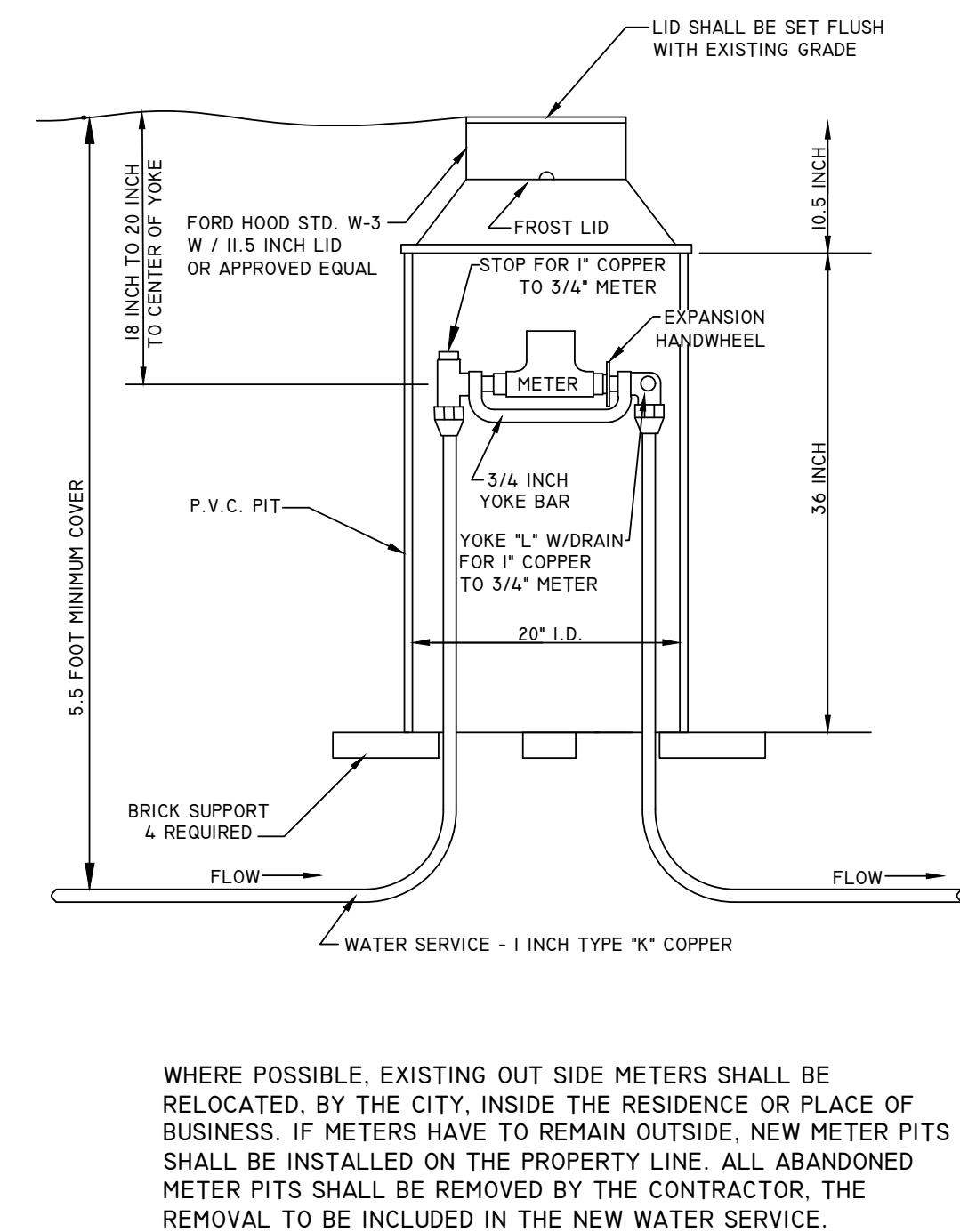
SUMMARY OF PAVEMENT CORING

CORE #	STATION #	HMA THICKNESS	GRAVEL THICKNESS	SOIL TYPE TO 6-9.5' BELOW PAVT	NOTE: NO GROUND WATER ENCOUNTERED
TB-01	1+55	CL	3.5"	*5"	SAND: LIGHT BROWN FINE
TB-02	8+34	RT	3.25"	*18.0"	SAND: LIGHT BROWN FINE
TB-03	15+10	LT	4.0"	*4"	SAND: LIGHT BROWN FINE
TB-04	26+06	RT	5.0"	*4"	SAND: LIGHT BROWN FINE

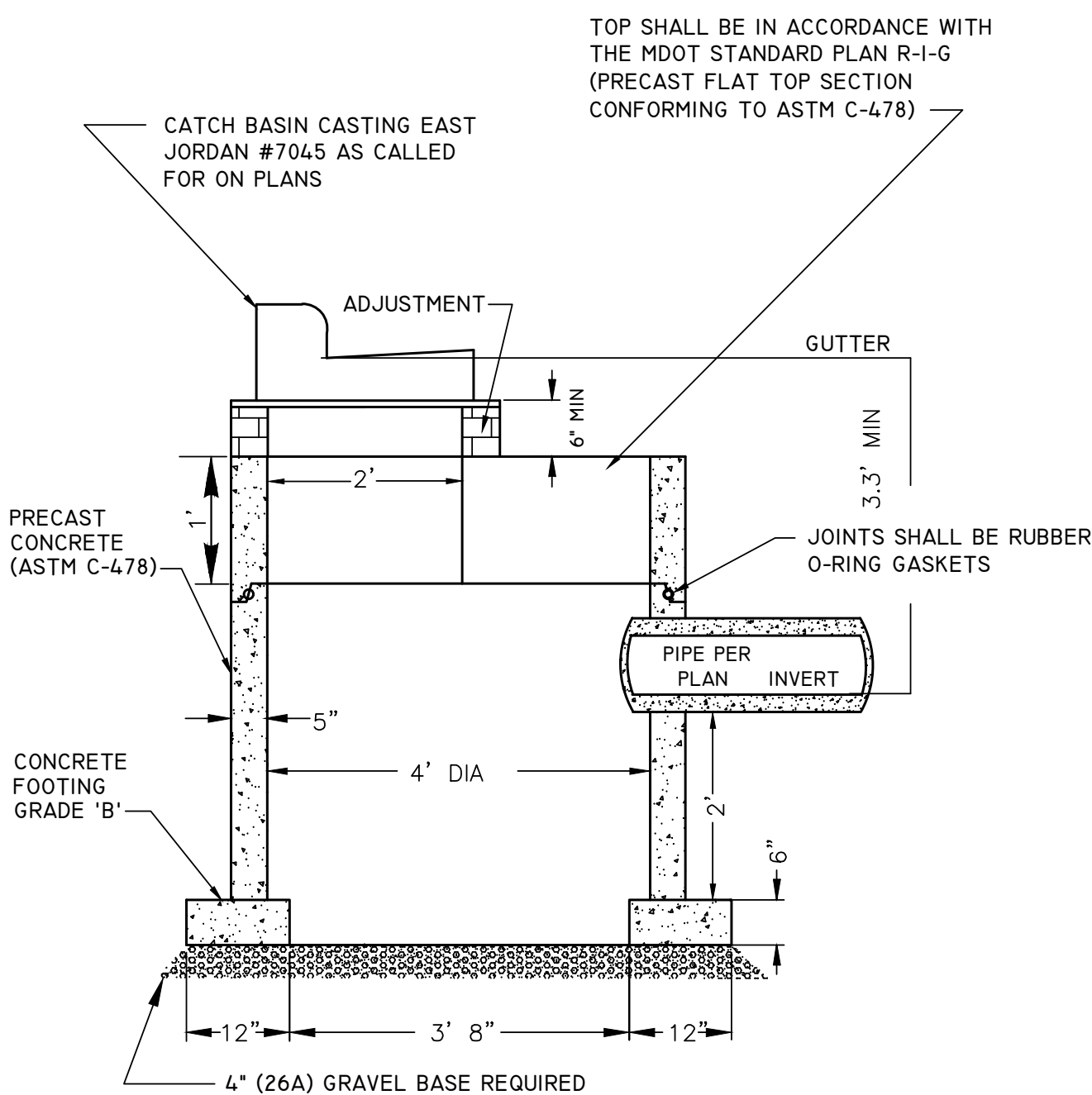
TYPICAL PROPOSED X-SECTION
STATION 0+83-27+08 (30' B-B)
STATION 27+08-28+20



DETAIL FOR METER PIT COMPLETE



DETAIL FOR: CATCH BASIN 4 FT DIA, SPECIAL DETAIL



CITY OF MUSKEGON
OFFICE OF THE CITY ENGINEER

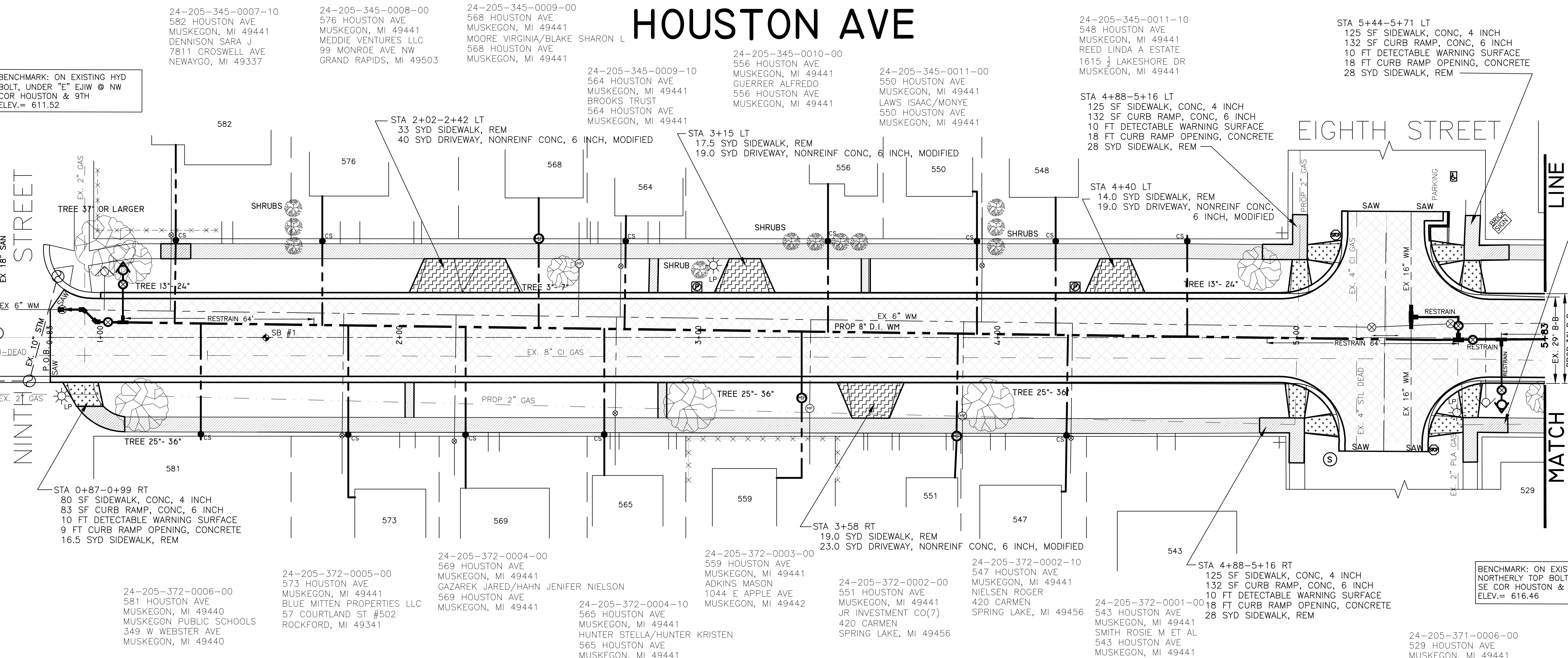
HOUSTON AVE
NINTH TO THIRD

DRAWN F. PEASE SEPT 21
CHECKED
APPROVED

SURVEY F. PEASE 2020
AS-BUILT
SCALE NO SCALE

H-92036
PROJECT NO
SHEET NO 2 OF 16





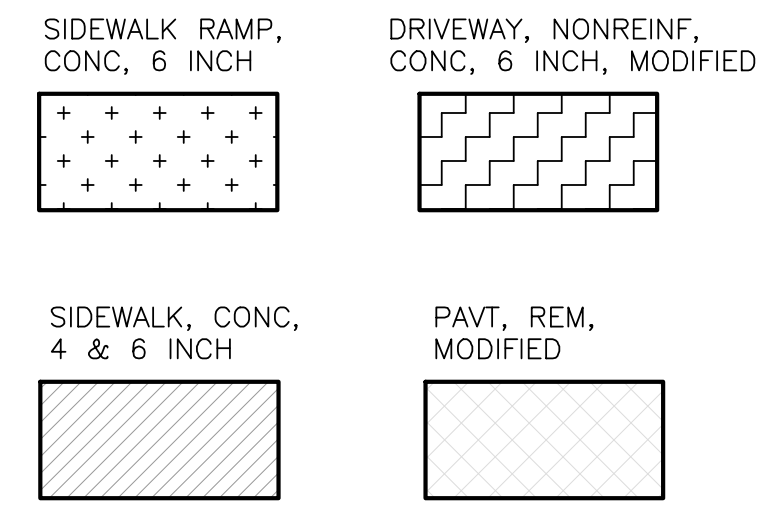
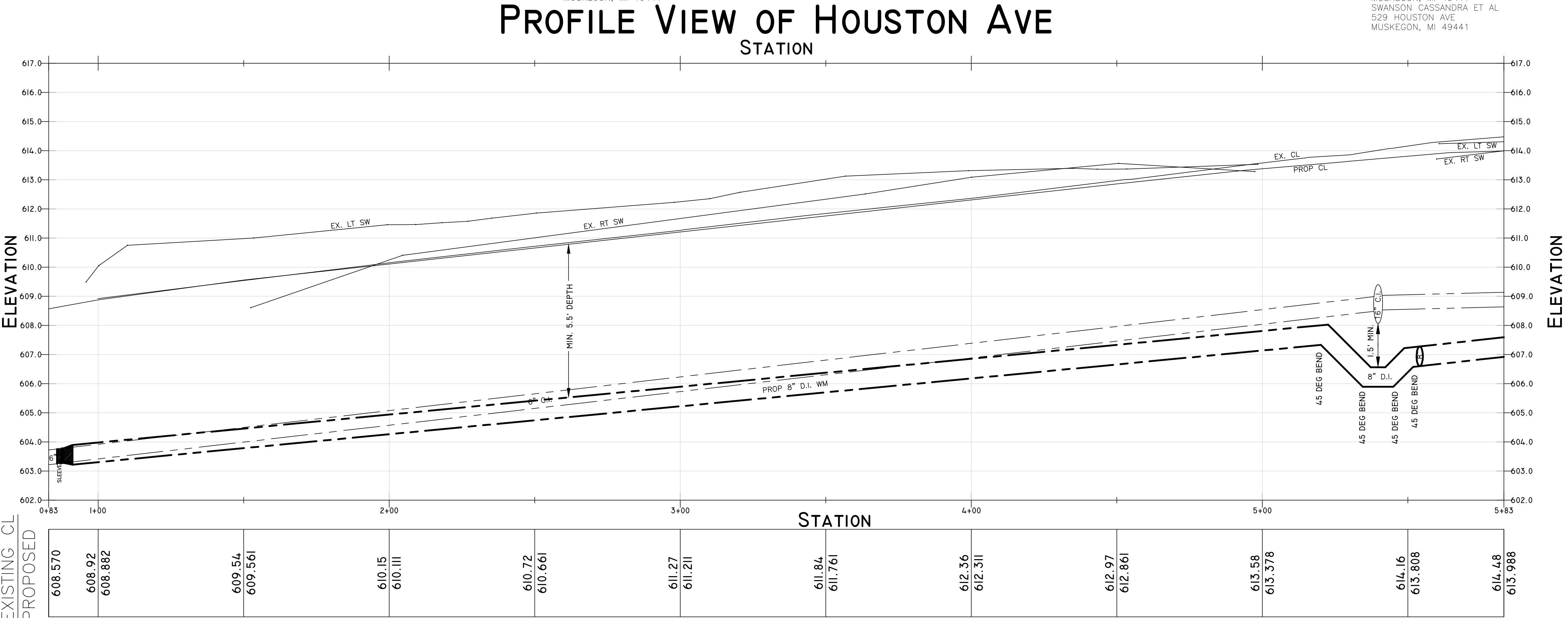
ADDITIONAL QUANTITIES THIS SHEET STA 0+83 TO 5+83

DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	1654	SYD
CURB AND GUTTER, CONC, DET F4	1026	FT
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	2	EA
HMA, LEVELING	191	TON
HMA, TOP	191	TON
HYDROSEEDING	1109	SYD
MACHINE GRADING, MODIFIED	5	STA
PAVT, REM, MODIFIED	1864	SYD
SIDEWALK, CONC, 4 INCH	2777	SF
SIDEWALK, CONC, 6 INCH	298	SF
SIDEWALK, REM	342	SYD
TOPSOIL SURFACE, FURN, 4 INCH	1109	SYD

NOTE: THERE WILL BE APPROXIMATELY 466 CYD OF EXCAVATION INCLUDED UNDER THE MACHINE GRADING, MODIFIED PAY ITEM

TOTAL QUANTITIES THIS SHEET

DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	1654	SYD
CURB AND GUTTER, CONC, DET F4	1026	FT
CURB RAMP OPENING, CONC	81	FT
DETECTABLE WARNING SURFACE	50	FT
DRIVEWAY, NONREINF CONC, 6 INCH, MODIFIED	101	SYD
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	2	EA
HMA, LEVELING	191	TON
HMA, TOP	191	TON
HYDROSEEDING	1109	SYD
MACHINE GRADING, MODIFIED	5	STA
PAVT, REM, MODIFIED	1864	SYD
SIDEWALK, CONC, 4 INCH	615	SF
CURB RAMP, CONC, 6 INCH	611	SF
SIDEWALK, REM	216	SYD
TOPSOIL SURFACE, FURN, 4 INCH	1109	SYD

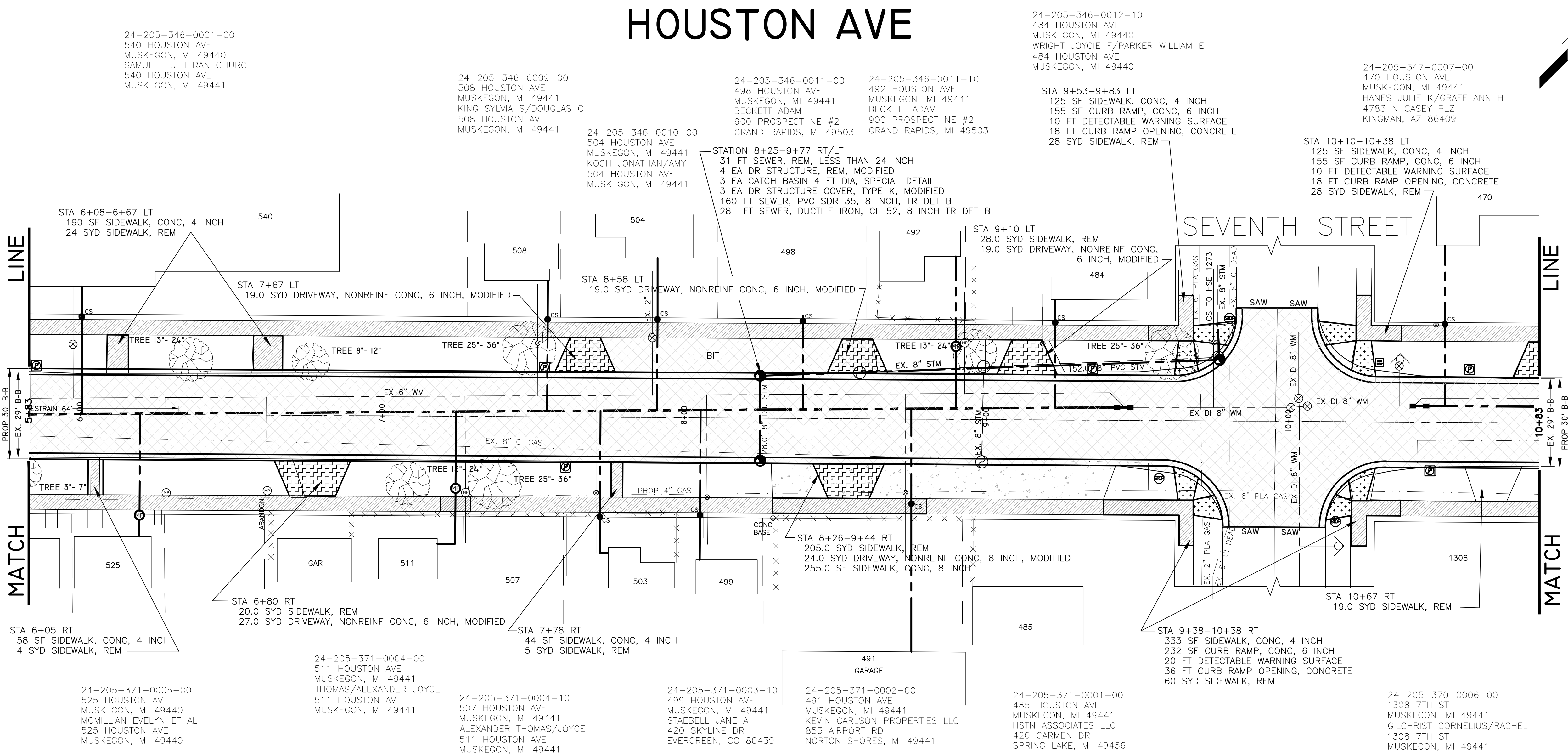


0 10 20 40

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VERT. SCALE: 1"=2'

HOUSTON AVE

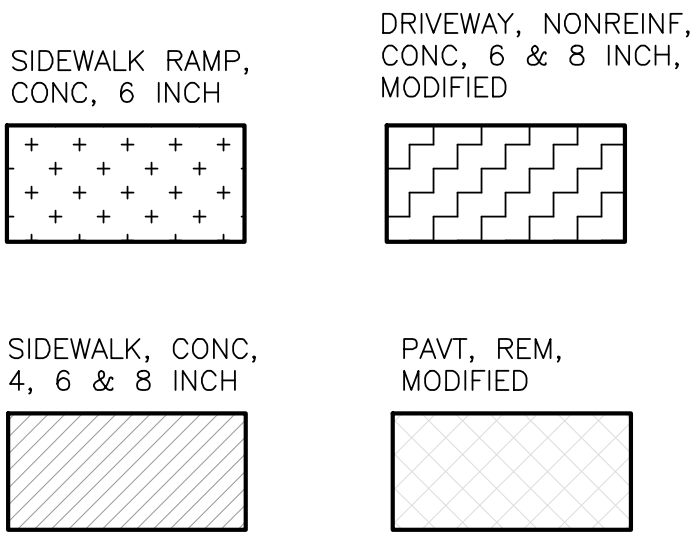
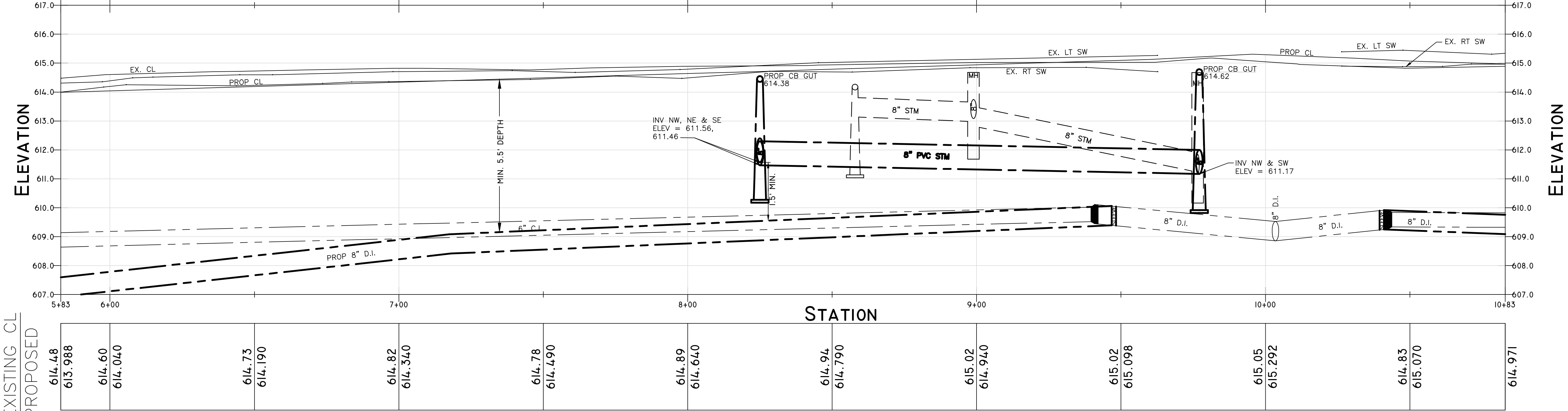


ADDITIONAL QUANTITIES THIS SHEET STA 5+83 TO 10+83		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	1627	SYD
CURB AND GUTTER, CONC, DET F4	996	FT
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	3	EA
HAND PATCHING	10	TON
HMA, LEVELING	188	TON
HMA, TOP	188	TON
HYDROSEEDING	851	SYD
MACHINE GRADING, MODIFIED	5	STA
PAVT, REM, MODIFIED	2100	SYD
TOPSOIL SURFACE, FURN, 4 INCH	851	SYD
SIDEWALK, REM	363	SYD
SIDEWALK, CONC, 4 INCH	2970	SF
SIDEWALK, CONC, 6 INCH	300	SF

NOTE: THERE WILL BE APPROXIMATELY 511 CYD OF EXCAVATION INCLUDED UNDER THE MACHINE GRADING, MODIFIED PAY ITEM

TOTAL QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	1627	SYD
CATCH BASIN 4 FT DIA, SPECIAL DETAIL	3	EA
CURB AND GUTTER, CONC, DET F4	996	FT
CURB RAMP OPENING, CONC	72	FT
DETECTABLE WARNING SURFACE	40	FT
DR STRUCTURE COVER, TYPE K, MODIFIED	3	EA
DR STRUCTURE, REM, MODIFIED	4	EA
DRIVEWAY, NONREINF CONC, 6 INCH, MODIFIED	84	SYD
DRIVEWAY, NONREINF CONC, 8 INCH, MODIFIED	24	SYD
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	3	EA
HAND PATCHING	10	TON
HMA, LEVELING	188	TON
HMA, TOP	188	TON
HYDROSEEDING	851	SYD
MACHINE GRADING, MODIFIED	5	STA
PAVT, REM, MODIFIED	2100	SYD
SEWER, DUCTILE IRON, CL 52, 8 INCH, TR DET B	28	FT
SEWER, PVC SDR 35, 8 INCH, TR DET B	160	FT
SEWER, REM, LESS THAN 24 INCH	31	FT
SIDEWALK, CONC, 4 INCH	3845	SF
SIDEWALK, CONC, 8 INCH	255	SF
CURB RAMP, CONC, 6 INCH	542	SF
SIDEWALK, REM	784	SYD
TOPSOIL SURFACE, FURN, 4 INCH	851	SYD
SIDEWALK, CONC, 6 INCH	300	SF

PROFILE VIEW OF HOUSTON AVE

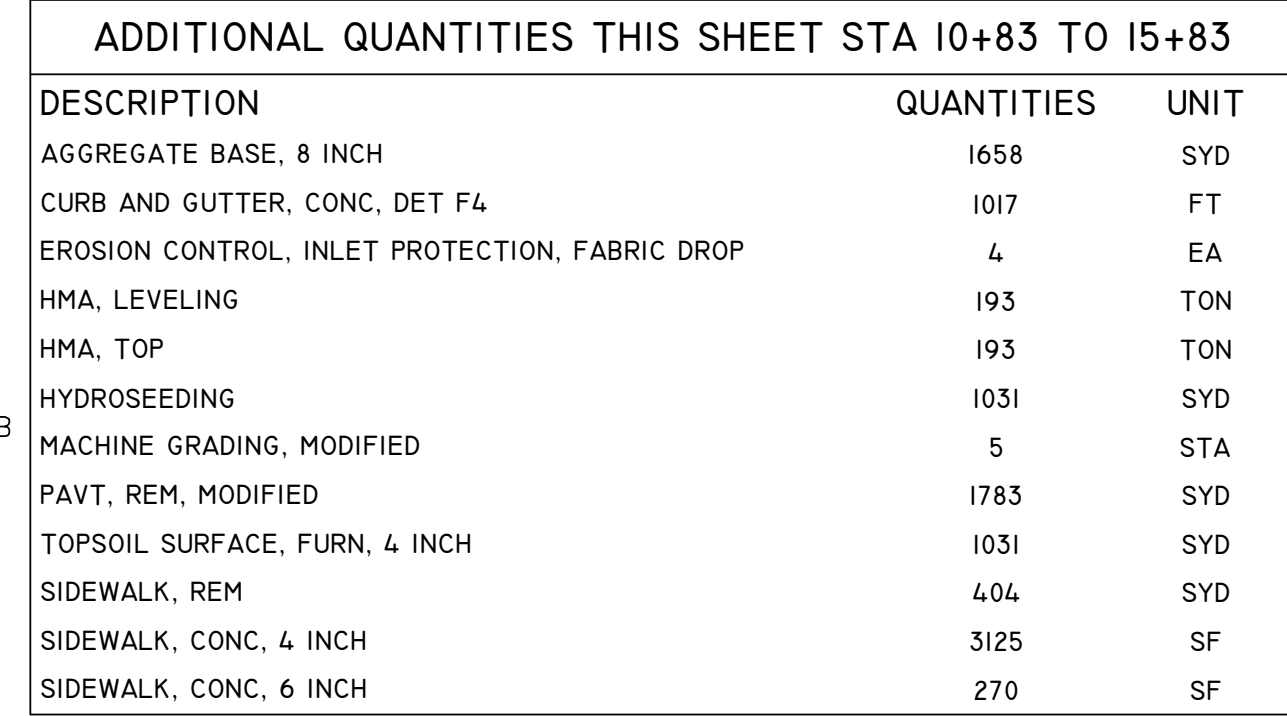


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VERT. SCALE: 1"=2'

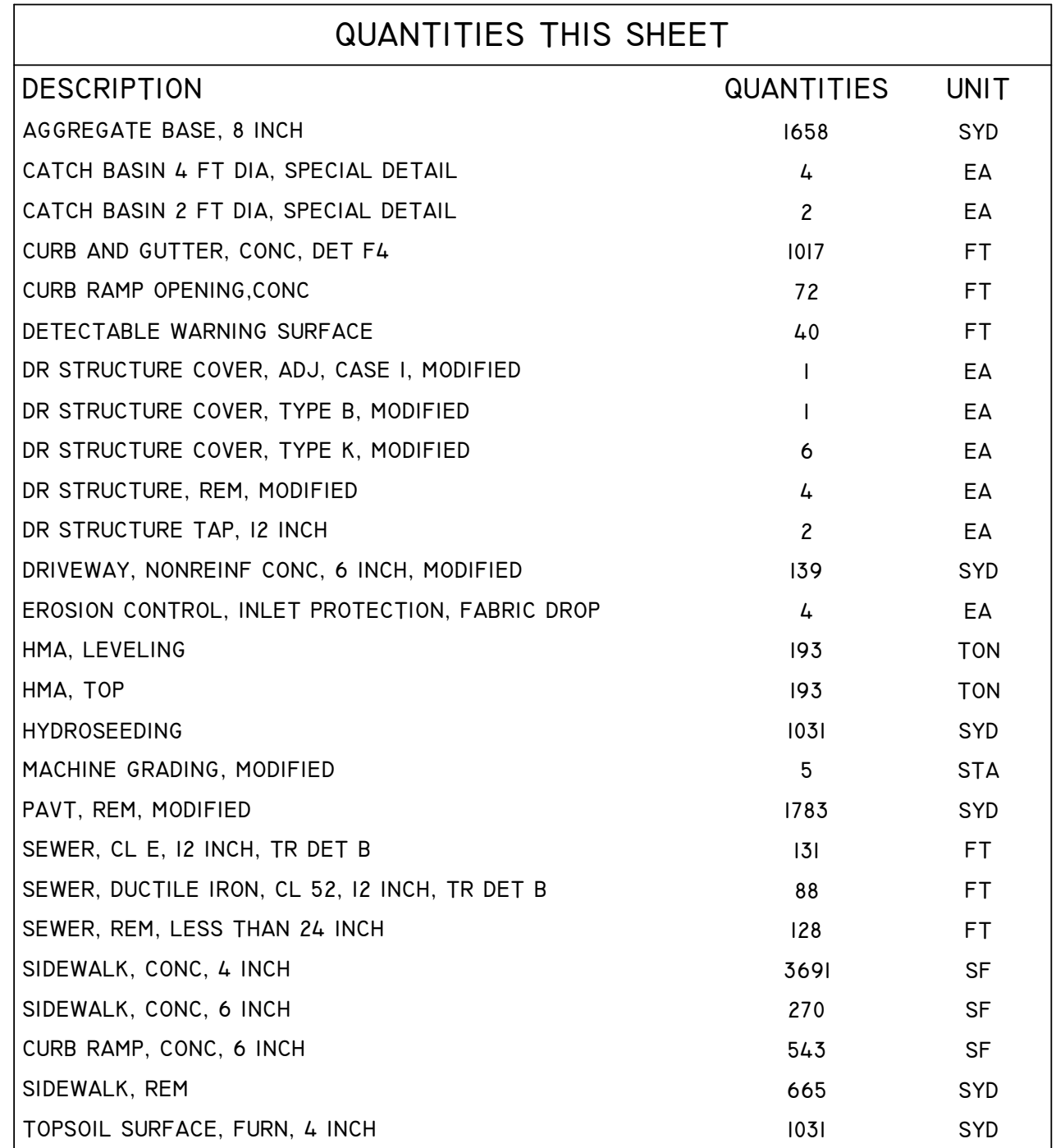
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448 HOUSTON AVE	440 HOUSTON AVE
MUSKEGON, MI 49441	MUSKEGON, MI 49441
WOODHOUSE PROPERTIES LLC	MCARTHUR KELLIE K/MEIER WILLIAM
4012 EVERGREEN DR	3673 BRUNELL DR
NORTON SHORES, MI 49444	OAKLAND, CA 94602

24-205-348-0007-10
414 HOUSTON AVE
MUSKEGON, MI 49441
MUIR STEVEN
414 HOUSTON AVE
MUSKEGON, MI 49441

24-205-348-0008-00
406 HOUSTON AVE
MUSKEGON, MI 49441
KNIGHT LOUISE/KNIGHT KEITH C
406 HOUSTON AVE
MUSKEGON, MI 49441



— STA 15+39-15+72 LT/RT
54.0 SYD SIDEWALK, REM
55.0 SYD DRIVEWAY, NONREINF CONC, 6 INCH, MODIFIED

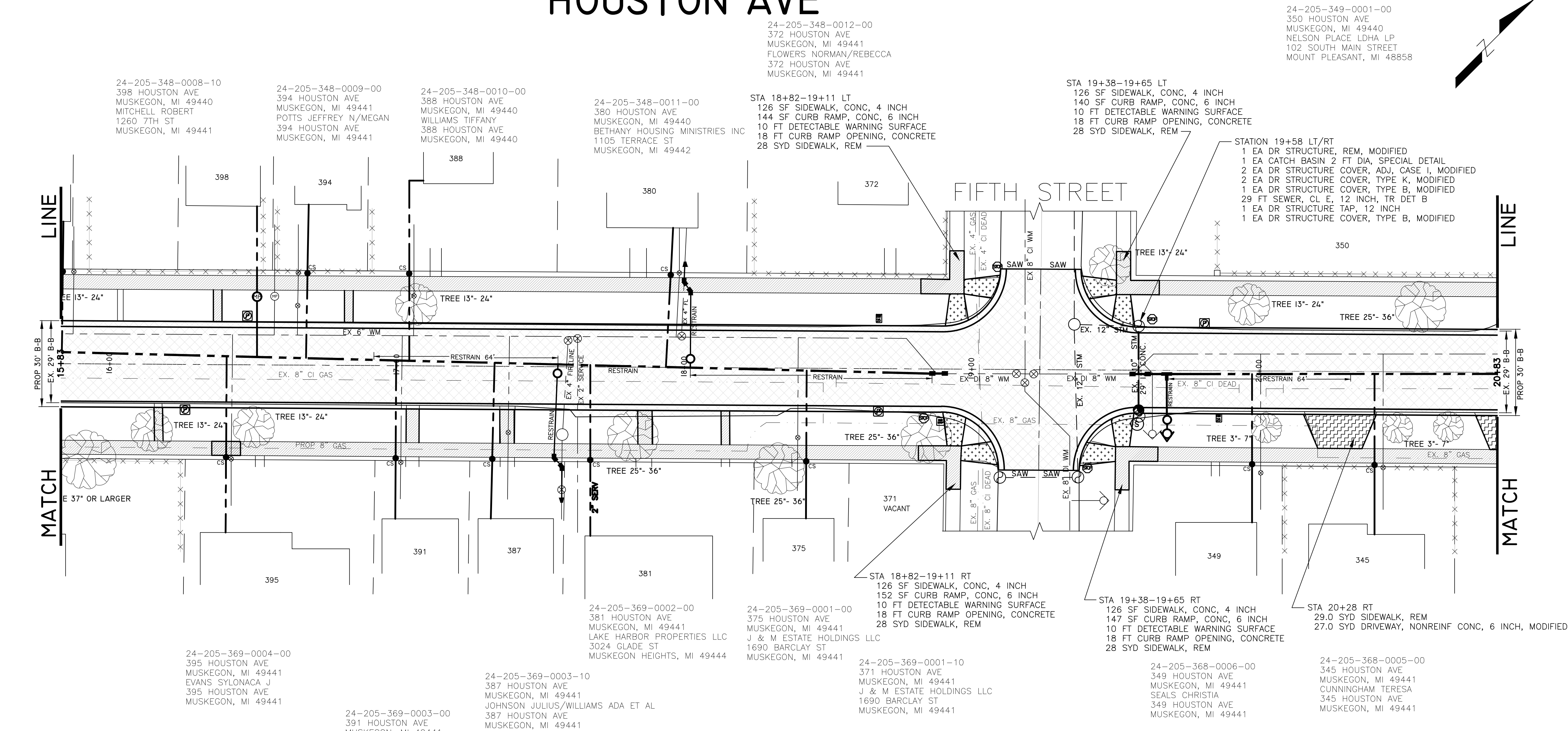


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ROAD PLAN AND ROAD PROFILE

CITY OF MUSKEGON		HOUSTON AVE	
OFFICE OF THE CITY ENGINEER		NINTH TO THIRD	
DRAWN F. PEASE	SEPT 21	REVISION	
CHECKED		REVISION	
APPROVED		REVISION	
SURVEY F. PEASE		2020	
AS-BUILT		PROJECT NO.	
SCALE		SHEET NO. 5 OF 16	

HOUSTON AVE

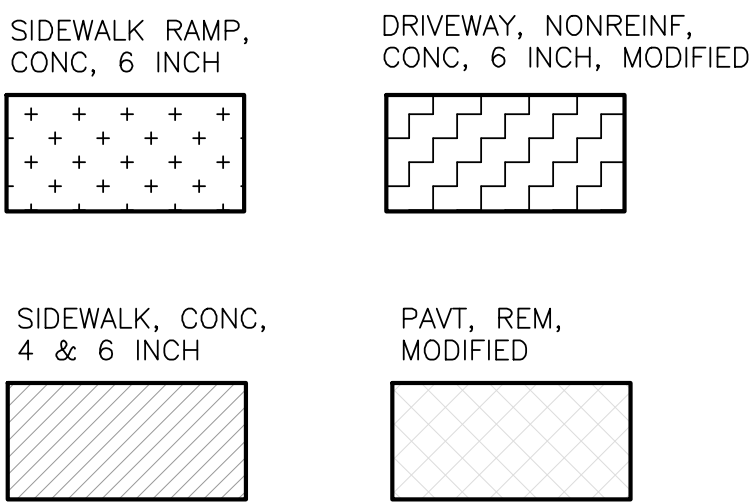
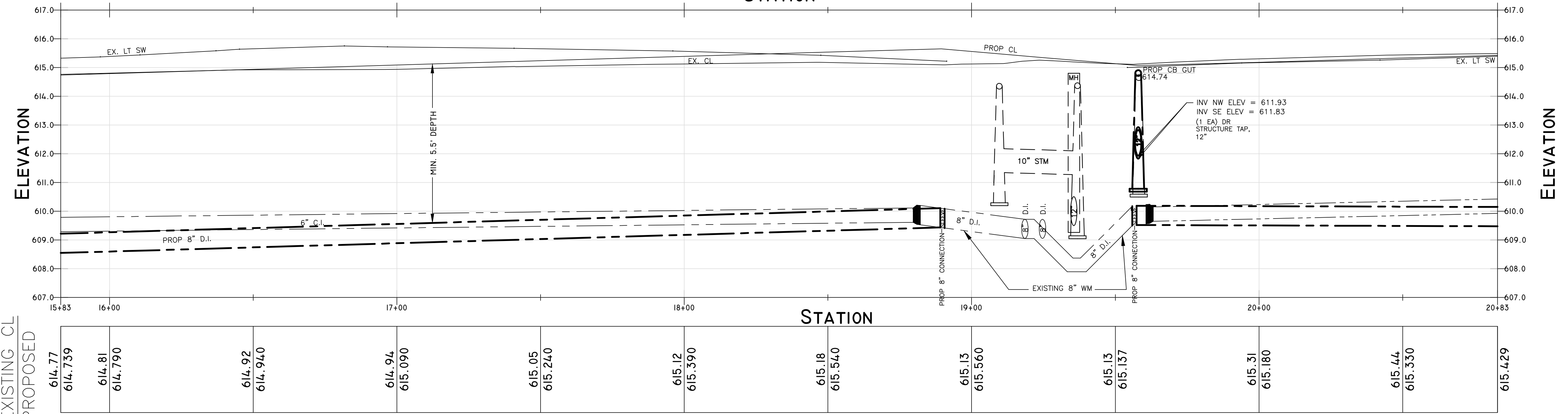


ADDITIONAL QUANTITIES THIS SHEET STA 15+83 TO 20+83		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	1606	SYD
CURB AND GUTTER, CONC, DET F4	1432	FT
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	4	EA
HMA, LEVELING	186	TON
HMA, TOP	186	TON
HYDROSEEDING	1074	SYD
MACHINE GRADING, MODIFIED	5	STA
PAVT, REM, MODIFIED	1808	SYD
TOPSOIL SURFACE, FURN, 4 INCH	1074	SYD
SIDEWALK, REM	432	SYD
SIDEWALK, CONC, 4 INCH	3867	SF

NOTE: THERE WILL BE APPROXIMATELY 81 CYD OF EXCAVATION INCLUDED UNDER THE MACHINE GRADING, MODIFIED PAY ITEM

QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	1606	SYD
CATCH BASIN 2 FT DIA, SPECIAL DETAIL	1	EA
CURB AND GUTTER, CONC, DET F4	1432	FT
CURB RAMP OPENING, CONC	72	FT
DETECTABLE WARNING SURFACE	40	FT
DR STRUCTURE COVER, ADJ, CASE I, MODIFIED	2	EA
DR STRUCTURE COVER, TYPE B, MODIFIED	1	EA
DR STRUCTURE COVER, TYPE K, MODIFIED	2	EA
DR STRUCTURE, REM, MODIFIED	1	EA
DR STRUCTURE TAP, 12 INCH	1	EA
DRIVEWAY, NONREINF CONC, 6 INCH, MODIFIED	27	SYD
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	4	EA
HMA, LEVELING	186	TON
HMA, TOP	186	TON
HYDROSEEDING	1074	SYD
MACHINE GRADING, MODIFIED	5	STA
PAVT, REM, MODIFIED	1808	SYD
SEWER, CL E, 12 INCH, TR DET B	29	FT
SIDEWALK, CONC, 4 INCH	4371	SF
CURB RAMP, CONC, 6 INCH	583	SF
SIDEWALK, REM	573	SYD
TOPSOIL SURFACE, FURN, 4 INCH	1074	SYD

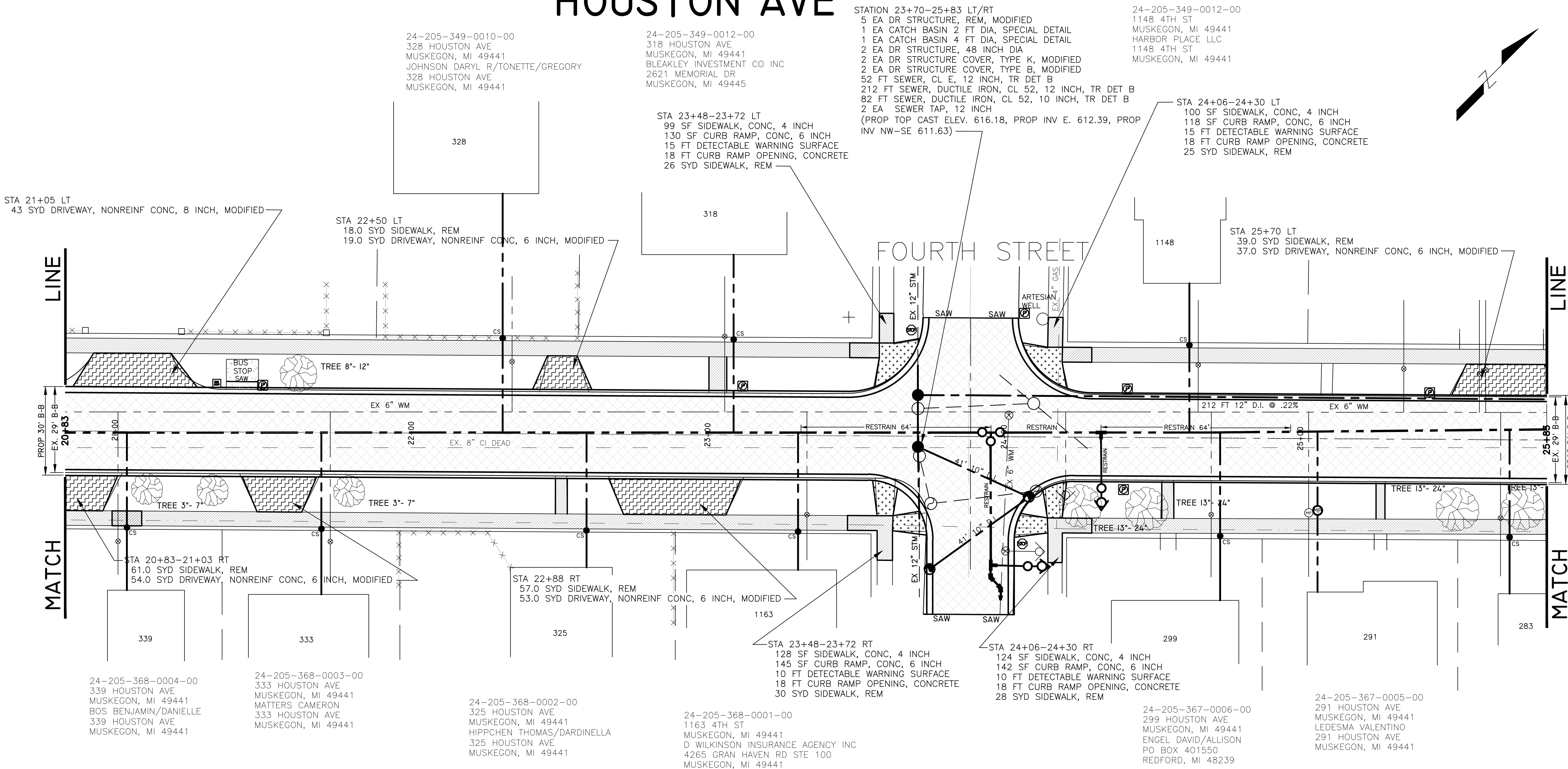
PROFILE VIEW OF HOUSTON AVE



0 10 20 40
SCALE: 1"=20'
VERT. SCALE: 1"=2'

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				HOUSTON AVE NINTH TO THIRD			
DRAWN	F. PEASE	SEPT 21	REVISION	SURVEY	F. PEASE	2020	H-92036
CHECKED			REVISION	AS-BUILT			
APPROVED			REVISION	SCALE	NO SCALE	SHEET NO. 6	OF 16

HOUSTON AVE

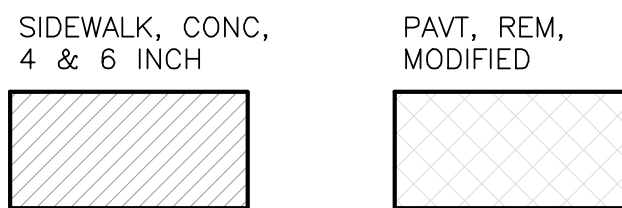
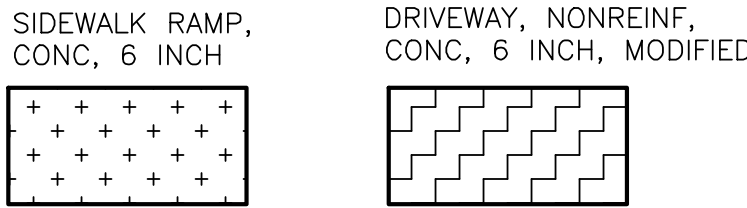
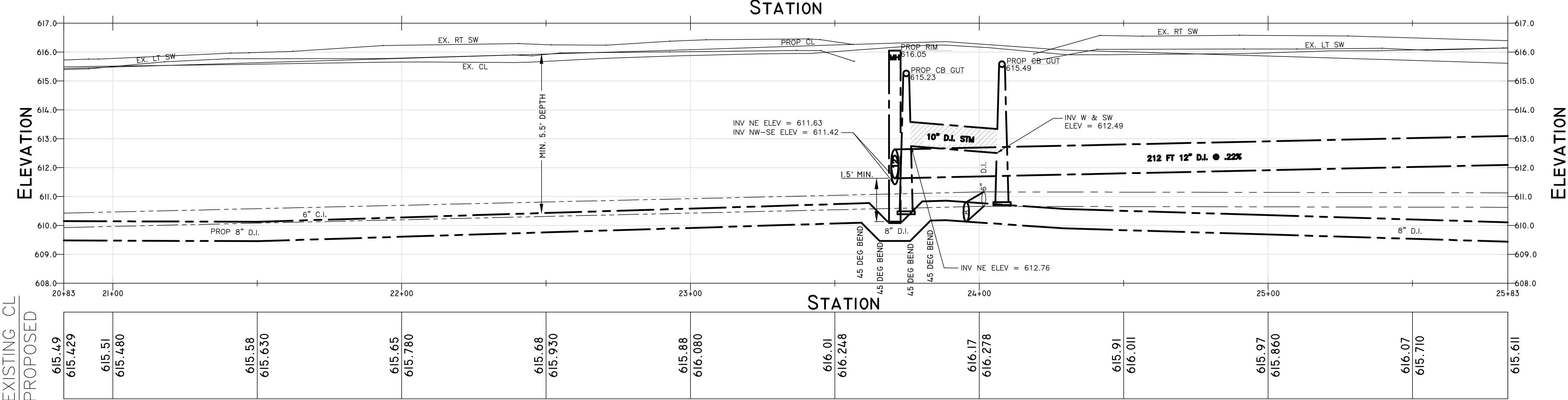


ADDITIONAL QUANTITIES THIS SHEET STA 20+83 TO 25+83		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	1718	SYD
CURB AND GUTTER, CONC, DET F4	1153	FT
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	2	EA
HMA, LEVELING	199	TON
HMA, TOP	199	TON
HYDROSEEDING	942	SYD
MACHINE GRADING, MODIFIED	5	STA
PAVT, REM, MODIFIED	1923	SYD
TOPSOIL SURFACE, FURN, 4 INCH	942	SYD
SIDEWALK, REM	686	SYD
SIDEWALK, CONC, 4 INCH	3344	SF
SIDEWALK, CONC, 6 INCH	492	SF

NOTE: THERE WILL BE APPROXIMATELY 163 CYD OF EXCAVATION INCLUDED UNDER THE MACHINE GRADING, MODIFIED PAY ITEM

QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	1718	SYD
CATCH BASIN 4 FT DIA, SPECIAL DETAIL	1	EA
CATCH BASIN 2 FT DIA, SPECIAL DETAIL	1	EA
CURB AND GUTTER, CONC, DET F4	1153	FT
CURB RAMP OPENING, CONC	72	FT
DETECTABLE WARNING SURFACE	50	FT
DR STRUCTURE COVER, TYPE B, MODIFIED	2	EA
DR STRUCTURE COVER, TYPE K, MODIFIED	2	EA
DR STRUCTURE, REM, MODIFIED	5	EA
DRIVEWAY, NONREINF CONC, 6 INCH, MODIFIED	163	SYD
DRIVEWAY, NONREINF CONC, 8 INCH, MODIFIED	43	SYD
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	2	EA
HMA, LEVELING	199	TON
HMA, TOP	199	TON
HYDROSEEDING	942	SYD
MACHINE GRADING, MODIFIED	5	STA
DR STRUCTURE, 48 INCH DIA	2	EA
PAVT, REM, MODIFIED	1923	SYD
SEWER, DUCTILE IRON, CL 52, 12 INCH, TR DET B	212	FT
SEWER, DUCTILE IRON, CL 52, 10 INCH, TR DET B	82	FT
SEWER, CL E, 12 INCH, TR DET B	52	FT
SEWER TAP, 12 INCH	2	EA
SIDEWALK, CONC, 4 INCH	3795	SF
SIDEWALK, CONC, 6 INCH	492	SF
CURB RAMP, CONC, 6 INCH	535	SF
SIDEWALK, REM	795	SYD
TOPSOIL SURFACE, FURN, 4 INCH	942	SYD

PROFILE VIEW OF HOUSTON AVE

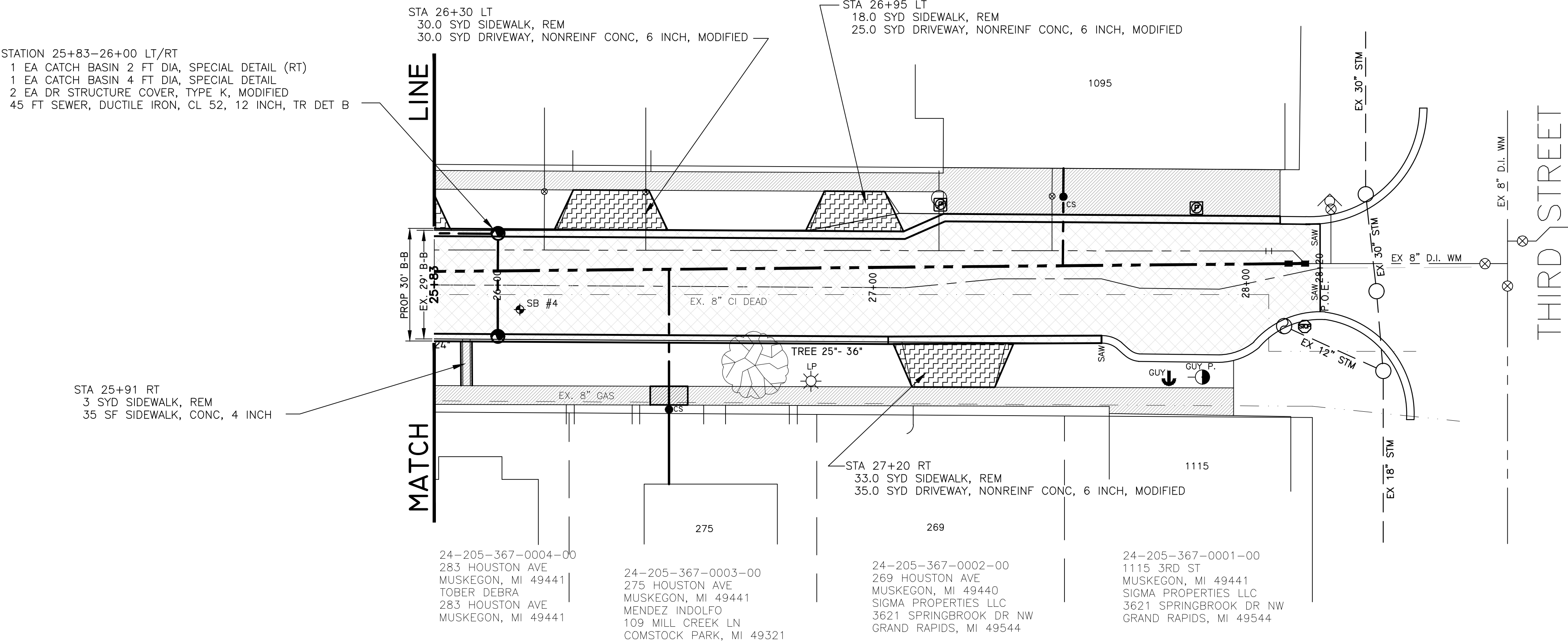
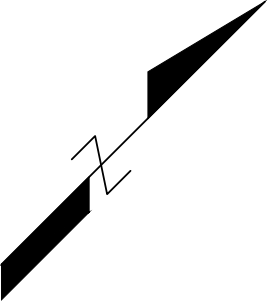


0 10 20 40
SCALE: 1"=20'
VERT. SCALE: 1"=2'

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				HOUSTON AVE NINTH TO THIRD			
DRAWN	F. PEASE	SEPT 21	REVISION	SURVEY	F. PEASE	2020	H-92036
CHECKED			REVISION	AS-BUILT			
APPROVED			REVISION	SCALE	NO SCALE	SHEET NO. 7	OF 16

HOUSTON AVE

24-205-350-0009-00
1095 3RD ST
MUSKEGON, MI 49441
CITY OF MUSKEGON
933 TERRACE ST
MUSKEGON, MI 49442

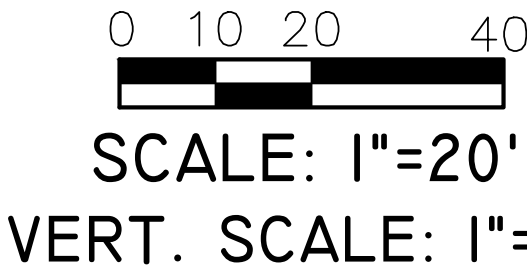
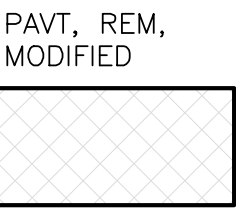
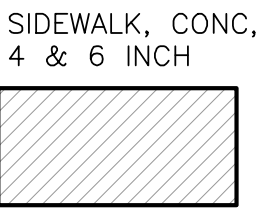
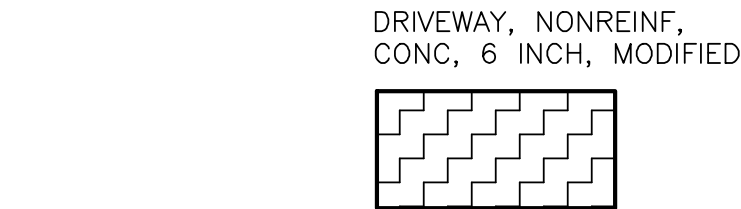
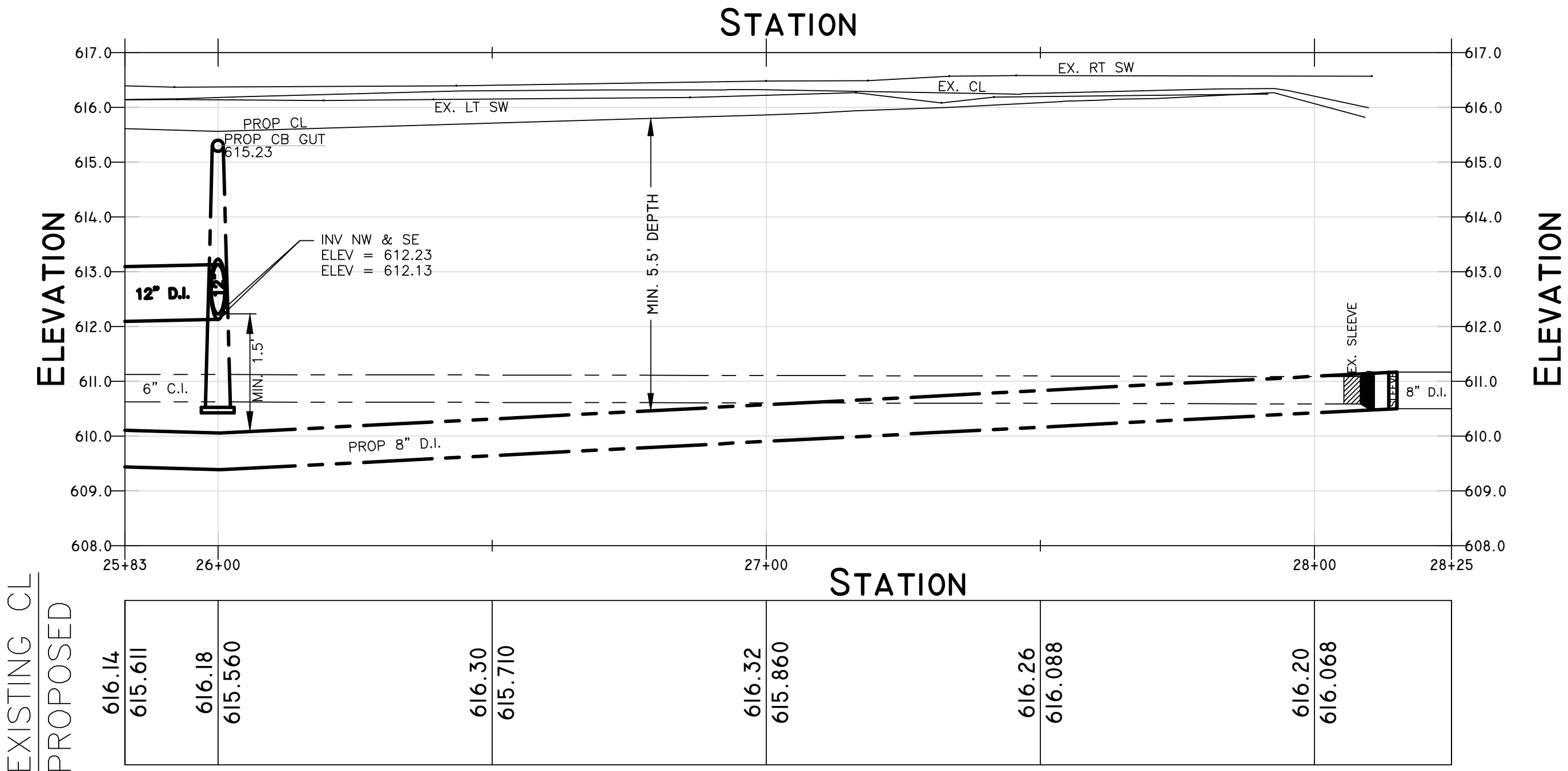


ADDITIONAL QUANTITIES THIS SHEET STA 25+83 TO 28+20		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	737	SYD
CURB AND GUTTER, CONC, DET F4	405	FT
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	1	EA
HMA, LEVELING	86	TON
HMA, TOP	86	TON
HYDROSEEDING	270	SYD
MACHINE GRADING, MODIFIED	2.4	STA
PAVT, REM, MODIFIED	829	SYD
TOPSOIL SURFACE, FURN, 4 INCH	270	SYD
SIDEWALK, REM	224	SYD
SIDEWALK, CONC, 4 INCH	1718	SF
SIDEWALK, CONC, 6 INCH	297	SF

NOTE: THERE WILL BE APPROXIMATELY 150 CYD OF EXCAVATION INCLUDED UNDER THE MACHINE GRADING, MODIFIED PAY ITEM

QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	737	SYD
CATCH BASIN 4 FT DIA, SPECIAL DETAIL	1	EA
CATCH BASIN 2 FT DIA, SPECIAL DETAIL	1	EA
CURB AND GUTTER, CONC, DET F4	405	FT
DR STRUCTURE COVER, TYPE K, MODIFIED	2	EA
DRIVEWAY, NONREINF CONC, 6 INCH, MODIFIED	90	SYD
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	1	EA
HMA, LEVELING	86	TON
HMA, TOP	86	TON
HYDROSEEDING	270	SYD
MACHINE GRADING, MODIFIED	2.4	STA
PAVT, REM, MODIFIED	829	SYD
SEWER, DUCTILE IRON, CL 52, 12 INCH, TR DET B	45	FT
SIDEWALK, CONC, 4 INCH	1753	SF
SIDEWALK, CONC, 6 INCH	297	SF
SIDEWALK, REM	308	SYD
TOPSOIL SURFACE, FURN, 4 INCH	270	SYD

PROFILE VIEW OF HOUSTON AVE



CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				HOUSTON AVE NINTH TO THIRD			
DRAWN	F. PEASE	SEPT 2	REVISION	SURVEY	F. PEASE	2020	H-92036
CHECKED			REVISION	AS-BUILT			PROJECT NO
APPROVED			REVISION	SCALE	NO SCALE	SHEET NO. 8	OF 16

BENCHMARK: ON EXISTING HYD BOLT, UNDER "E" EJIW @ NW COR HOUSTON & 9TH ELEV.= 611.52

24-205-345-0007-10
582 HOUSTON AVE
MUSKEGON, MI 49441
DENNISON SARA J
7811 CROSWELL AVE
NEWAYGO, MI 49337

24-205-345-0008-00
576 HOUSTON AVE
MUSKEGON, MI 49441
MEDDIE VENTURES LLC
99 MONROE AVE NW
GRAND RAPIDS, MI 49503

24-205-345-0009-00
568 HOUSTON AVE
MUSKEGON, MI 49441
MOORE VIRGINIA/BLAKE SHARON L
568 HOUSTON AVE
MUSKEGON, MI 49441

24-205-345-0009-10
564 HOUSTON AVE
MUSKEGON, MI 49441
BROOKS TRUST
564 HOUSTON AVE
MUSKEGON, MI 49441

24-205-345-0010-00
556 HOUSTON AVE
MUSKEGON, MI 49441
GUERRER ALFREDO
556 HOUSTON AVE
MUSKEGON, MI 49441

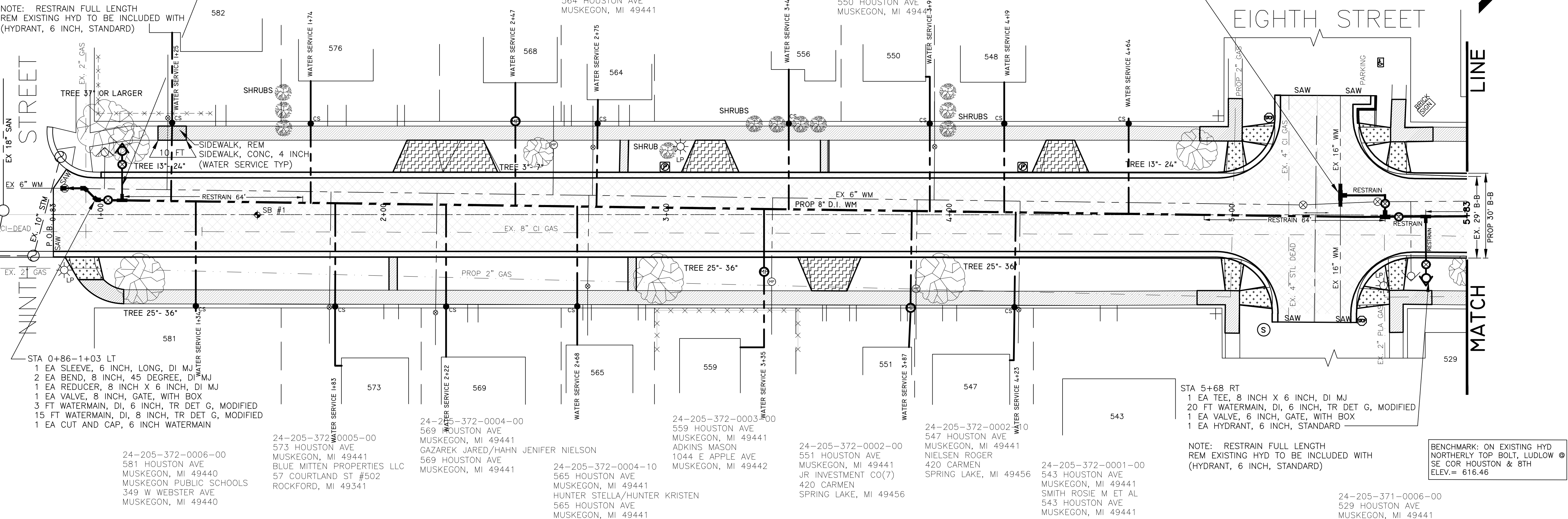
24-205-345-0011-00
550 HOUSTON AVE
MUSKEGON, MI 49441
LAWS ISAAC/MONYE
550 HOUSTON AVE
MUSKEGON, MI 49441

STA 5+38-5+48 LT
2 EA SLEEVE, 16 INCH LONG, DI MJ
1 EA TEE, 16 INCH, TR DET G, MODIFIED
1 EA TEE, 8 INCH X 8 INCH, DI MJ
1 EA TEE, 8 INCH X 8 INCH, DI MJ
1 EA BEND, 8 INCH, 90 DEGREE, DI MJ
2 EA VALVE, 8 INCH, GATE, WITH BOX
10 FT WATERMAIN, DI, 16 INCH, TR DET G, MODIFIED
22 FT WATERMAIN, DI, 8 INCH, TR DET G, MODIFIED

24-205-345-0011-00
550 HOUSTON AVE
MUSKEGON, MI 49441
LAWS ISAAC/MONYE
550 HOUSTON AVE
MUSKEGON, MI 49441

STA 1+08 LT
1 EA TEE, 8 INCH X 6 INCH, DI MJ
16 FT WATERMAIN, DI, 6 INCH, TR DET G, MODIFIED
1 EA VALVE, 6 INCH, GATE, WITH BOX
1 EA HYDRANT, 6 INCH, STANDARD

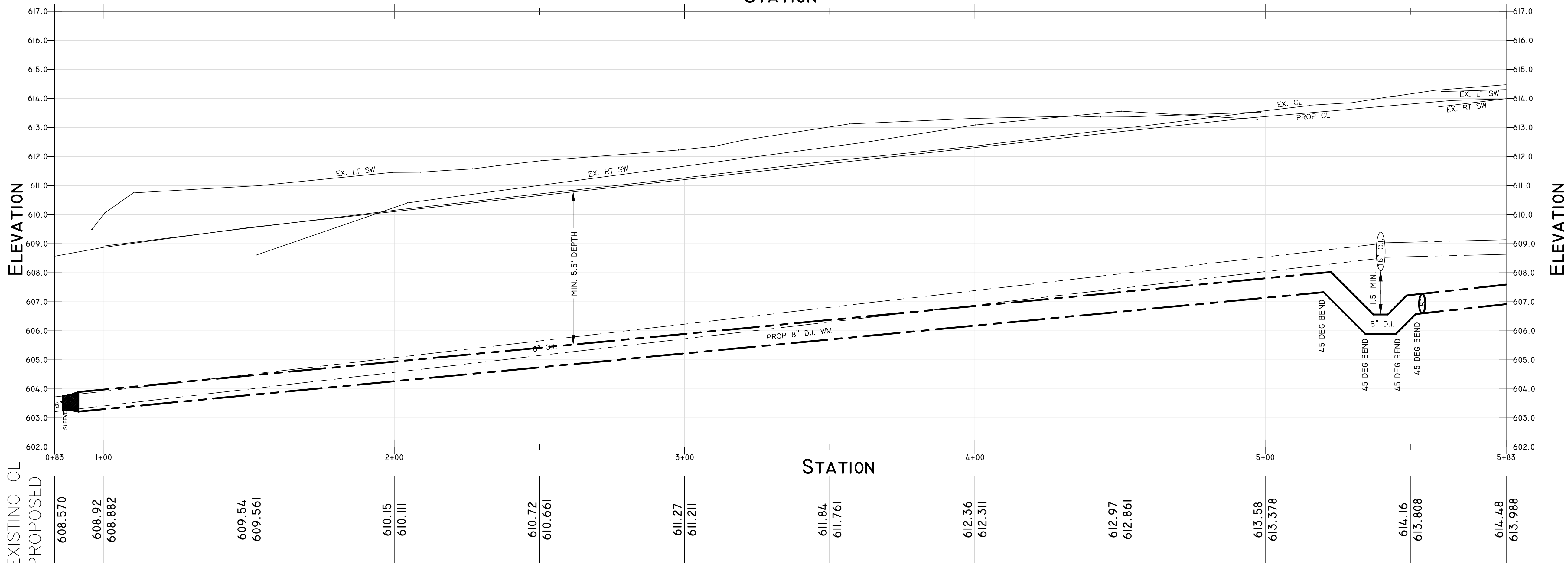
NOTE: RESTRAIN FULL LENGTH REM EXISTING HYD TO BE INCLUDED WITH (HYDRANT, 6 INCH, STANDARD)



ADDITIONAL QUANTITIES THIS SHEET STA 0+83 TO 5+83		
DESCRIPTION	QUANTITIES	UNIT
WATERMAIN, DI, 8 INCH, TR DET G, MODIFIED	481	FT
SIDEWALK, REM	78	SYD
SIDEWALK, CONC, 4 INCH	700	SF
BEND, 8 INCH, 45 DEGREE, DI MJ	4	EA

TOTAL WATERMAIN QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
BEND, 8 INCH, 45 DEGREE, DI MJ	6	EA
BEND, 8 INCH, 90 DEGREE, DI MJ	1	EA
WATER SERVICE, BUILDING CONNECTION, 1 INCH	13	EA
CORPORATION STOP, 1 INCH	15	EA
CURB STOP AND BOX, 1 INCH	12	EA
CUT AND CAP, 6 INCH WATERMAIN	1	EA
HYDRANT, 6 INCH, STANDARD	2	EA
METER PIT COMPLETE	3	EA
REDUCER, 8 INCH X 6 INCH, DI MJ	1	EA
SLEEVE, 6 INCH, LONG, DI MJ	1	EA
SLEEVE, 16 INCH, LONG, DI MJ	2	EA
TEE, 16 INCH X 8 INCH, DI MJ	1	EA
TEE, 8 INCH X 8 INCH, DI MJ	1	EA
TEE, 8 INCH X 6 INCH, DI MJ	2	EA
VALVE, 8 INCH, GATE, WITH BOX	3	EA
VALVE, 6 INCH, GATE, WITH BOX	2	EA
WATERMAIN, DI, 16 INCH, TR DET G, MODIFIED	10	FT
WATERMAIN, DI, 8 INCH, TR DET G, MODIFIED	518	FT
WATERMAIN, DI, 6 INCH, TR DET G, MODIFIED	39	FT
WATER SERVICE, 1 INCH, COPPER TYPE K	497	FT
WATER SERVICE, PRIVATE PROPERTY, 1 INCH	227	FT
SIDEWALK, CONC, 4 INCH	700	SF
SIDEWALK, REM	78	SYD

PROFILE VIEW OF HOUSTON AVE



1 INCH WATER SERVICE SCHEDULE					PRIVATE
STATION	1 INCH CORP	1 INCH TYPE "K" COPPER	1 INCH CURB STOP	METER PIT	BUILDING CONNECTION
1+25 LT	1 EACH	28 FT	1 EACH		1 EACH
1+74 LT	1 EACH	29 FT	1 EACH		1 EACH
2+47 LT	1 EACH	30 FT		1 EACH	1 EACH
2+75 LT	1 EACH	31 FT	1 EACH		1 EACH
3+43 LT	1 EACH	31 FT	1 EACH		1 EACH
3+93 LT	1 EACH	32 FT	1 EACH		1 EACH
4+19 LT	1 EACH	32 FT	1 EACH		1 EACH
4+64 LT	1 EACH	33 FT	1 EACH		1 EACH
4+23 RT	1 EACH	34 FT	1 EACH		1 EACH
3+87 RT	1 EACH	34 FT		1 EACH	1 EACH
3+35 RT	1 EACH	35 FT		1 EACH	1 EACH
2+68 RT	1 EACH	36 FT	1 EACH		1 EACH
2+22 RT	1 EACH	37 FT	1 EACH		1 EACH
1+83 RT	1 EACH	37 FT	1 EACH		1 EACH
1+34 RT	1 EACH	38 FT	1 EACH		1 EACH

SIDEWALK, CONC, 4 INCH



0 10 20 40

SCALE: 1"=20'
VERT. SCALE: 1"=2'

WATERMAIN PLAN AND UNDERGROUND PROFILES

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		HOUSTON AVE NINTH TO THIRD	
DRAWN F. PEASE SEPT 23	REVISION	SURVEY F. PEASE 2020	PROJECT NO W-92036
CHECKED	REVISION	AS-BUILT	PROJECT NO
APPROVED	REVISION	SCALE NO SCALE	SHEET NO 9 OF 16

HOUSTON AVE

24-205-346-0001-00
540 HOUSTON AVE
MUSKEGON, MI 49440
SAMUEL LUTHERAN CHURCH
540 HOUSTON AVE
MUSKEGON, MI 49441

24-205-346-0009-00
508 HOUSTON AVE
MUSKEGON, MI 49441
KING SYLVIA S/DOUGLAS C
508 HOUSTON AVE
MUSKEGON, MI 49441

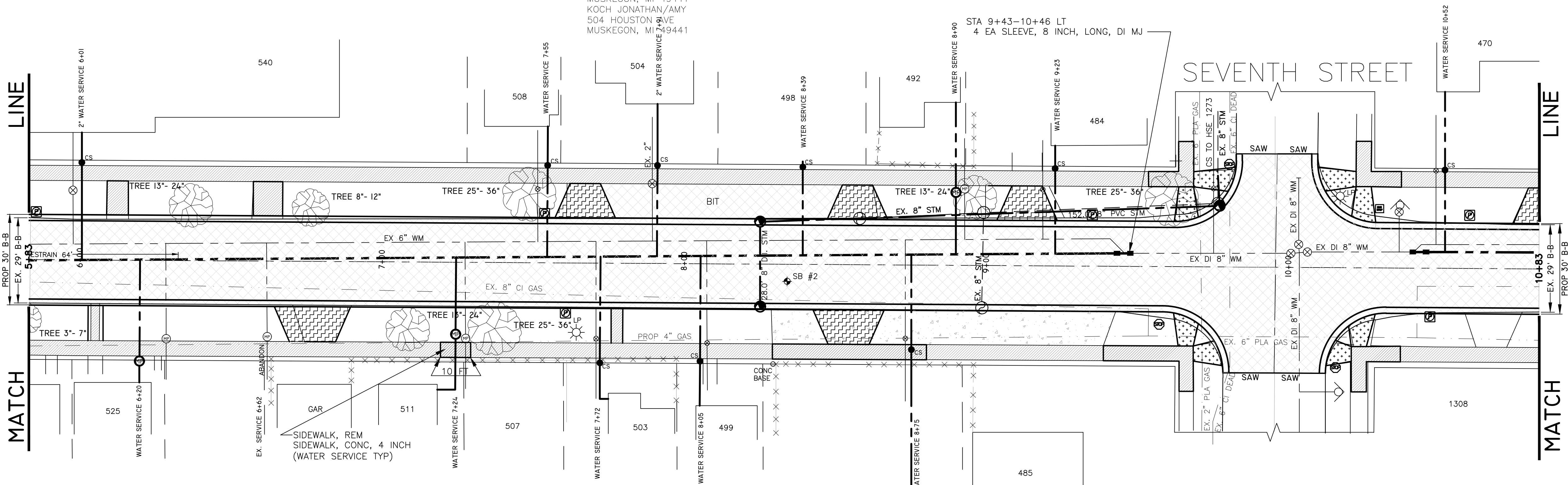
24-205-346-0011-00
498 HOUSTON AVE
MUSKEGON, MI 49441
BECKETT ADAM
900 PROSPECT NE #2
GRAND RAPIDS, MI 49503

24-205-346-0011-10
492 HOUSTON AVE
MUSKEGON, MI 49441
BECKETT ADAM
900 PROSPECT NE #2
GRAND RAPIDS, MI 49503

24-205-346-0010-00
504 HOUSTON AVE
MUSKEGON, MI 49441
KOCH JONATHAN/AMY
504 HOUSTON AVE
MUSKEGON, MI 49441

24-205-346-0012-10
484 HOUSTON AVE
MUSKEGON, MI 49440
WRIGHT JOYCE F/PARKER WILLIAM E
484 HOUSTON AVE
MUSKEGON, MI 49440

24-205-347-0007-00
470 HOUSTON AVE
MUSKEGON, MI 49441
HANES JULIE K/GRAFF ANN H
4783 N CASEY PLZ
KINGMAN, AZ 86409



24-205-371-0005-00
525 HOUSTON AVE
MUSKEGON, MI 49440
MCMILLIAN EVELYN ET AL
525 HOUSTON AVE
MUSKEGON, MI 49440

24-205-371-0004-00
511 HOUSTON AVE
MUSKEGON, MI 49441
THOMAS/ALEXANDER JOYCE
511 HOUSTON AVE
MUSKEGON, MI 49441

24-205-371-0004-10
507 HOUSTON AVE
MUSKEGON, MI 49441
ALEXANDER THOMAS/JOYCE
511 HOUSTON AVE
MUSKEGON, MI 49441

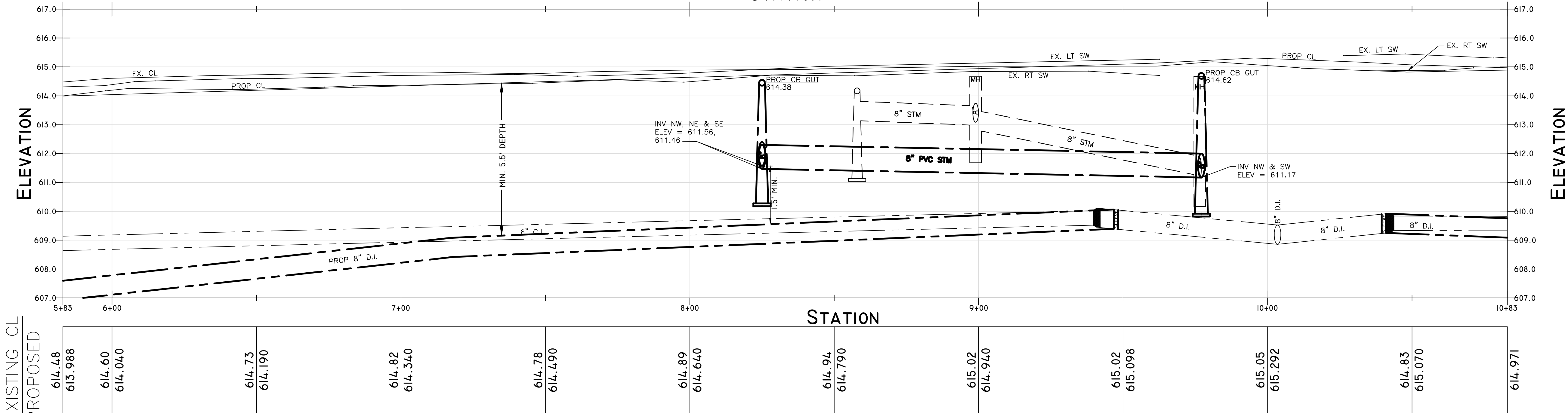
24-205-371-0003-10
499 HOUSTON AVE
MUSKEGON, MI 49441
STABELL JANE A
420 SKYLINE DR
EVERGREEN, CO 80439

24-205-371-0002-00
491 HOUSTON AVE
MUSKEGON, MI 49441
KEVIN CARLSON PROPERTIES LLC
853 AIRPORT RD
NORTON SHORES, MI 49441

24-205-371-0001-00
485 HOUSTON AVE
MUSKEGON, MI 49441
HSTN ASSOCIATES LLC
420 CARMEN DR
SPRING LAKE, MI 49456

24-205-370-0006-00
1308 7TH ST
MUSKEGON, MI 49441
GILCHRIST CORNELIUS/RACHEL
1308 7TH ST
MUSKEGON, MI 49441

PROFILE VIEW OF HOUSTON AVE



ADDITIONAL QUANTITIES THIS SHEET STA 5+83 TO 10+83

DESCRIPTION	QUANTITIES	UNIT
WATERMAIN, DI, 8 INCH, TR DET G, MODIFIED	408	FT
SIDEWALK, REM	62	SYD
SIDEWALK, CONC, 4 INCH	550	SF
CAP, 6 INCH, DI MJ	2	EA

TOTAL WATERMAIN QUANTITIES THIS SHEET

DESCRIPTION	QUANTITIES	UNIT
WATER SERVICE, BUILDING CONNECTION, 1 INCH	8	EA
WATER SERVICE, BUILDING CONNECTION, 2 INCH	2	EA
CAP, 6 INCH, DI MJ	2	EA
CORPORATION STOP, 1 INCH	10	EA
CORPORATION STOP, 2 INCH	2	EA
CURB STOP AND BOX, 1 INCH	8	EA
CURB STOP AND BOX, 2 INCH	2	EA
METER PIT, COMPLETE	2	EA
SLEEVE, 8 INCH, LONG, DI MJ	4	EA
WATERMAIN, DI, 8 INCH, TR DET G, MODIFIED	408	FT
WATER SERVICE, 1 INCH, COPPER TYPE K	322	FT
WATER SERVICE, 2 INCH, COPPER TYPE K	64	FT
WATER SERVICE, PRIVATE PROPERTY, 1 INCH	148	FT
WATER SERVICE, PRIVATE PROPERTY, 2 INCH	30	FT
SIDEWALK, CONC, 4 INCH	550	SF
SIDEWALK, REM	62	SYD

1 INCH WATER SERVICE SCHEDULE

PRIVATE

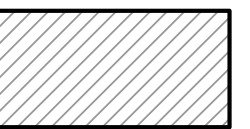
STATION	1 INCH CORP	1 INCH TYPE "K" COPPER	1 INCH CURB STOP	METER PIT	PRIVATE PROPERTY (FT)	BUILDING CONNECTION
7+55 LT	1 EACH	31 FT	1 EACH		13 FT	1 EACH
8+39 LT	1 EACH	30 FT	1 EACH			
8+90 LT	1 EACH	30 FT		1 EACH	21 FT	1 EACH
9+23 LT	1 EACH	29 FT	1 EACH		8 FT	1 EACH
10+52 LT	1 EACH	28 FT	1 EACH		25 FT	1 EACH
8+75 RT	1 EACH	36 FT	1 EACH		44 FT	1 EACH
8+05 RT	1 EACH	35 FT	1 EACH		14 FT	1 EACH
7+72 RT	1 EACH	35 FT	1 EACH		15 FT	1 EACH
6+62 RT				ABANDON		
6+20 RT	1 EACH	33 FT		1 EACH	8 FT	1 EACH
9+75 LT	1 EACH	35 FT	1 EACH			

2 INCH WATER SERVICE SCHEDULE

PRIVATE

STATION	2 INCH CORP	2 INCH TYPE "K" COPPER	2 INCH CURB STOP	METER PIT	PRIVATE PROPERTY (FT)	BUILDING CONNECTION
6+01 LT	1 EACH	33 FT	1 EACH		10 FT	1 EACH
7+91 LT	1 EACH	31 FT	1 EACH		20 FT	1 EACH

SIDEWALK, CONC,
4 INCH



0 10 20 40
SCALE: 1"=20'
VERT. SCALE: 1"=2'

WATERMAIN PLAN AND UNDERGROUND PROFILES

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				HOUSTON AVE NINTH TO THIRD			
DRAWN	F. PEASE	SEPT 2	REVISION	SURVEY	F. PEASE	2020	W-92036
CHECKED			REVISION	AS-BUILT			PROJECT NO
APPROVED			REVISION	SCALE	NO SCALE		SHEET NO 10 OF 16

HOUSTON AVE

24-205-347-0010-00
448 HOUSTON AVE
MUSKEGON, MI 49441
WOODHOUSE PROPERTIES LLC
4012 EVERGREEN DR
NORTON SHORES, MI 49444

24-205-347-0011-00
440 HOUSTON AVE
MUSKEGON, MI 49441
MCARTHUR KELLIE K/MEIER WILLIAM
3673 BRUNELL DR
OAKLAND, CA 94602

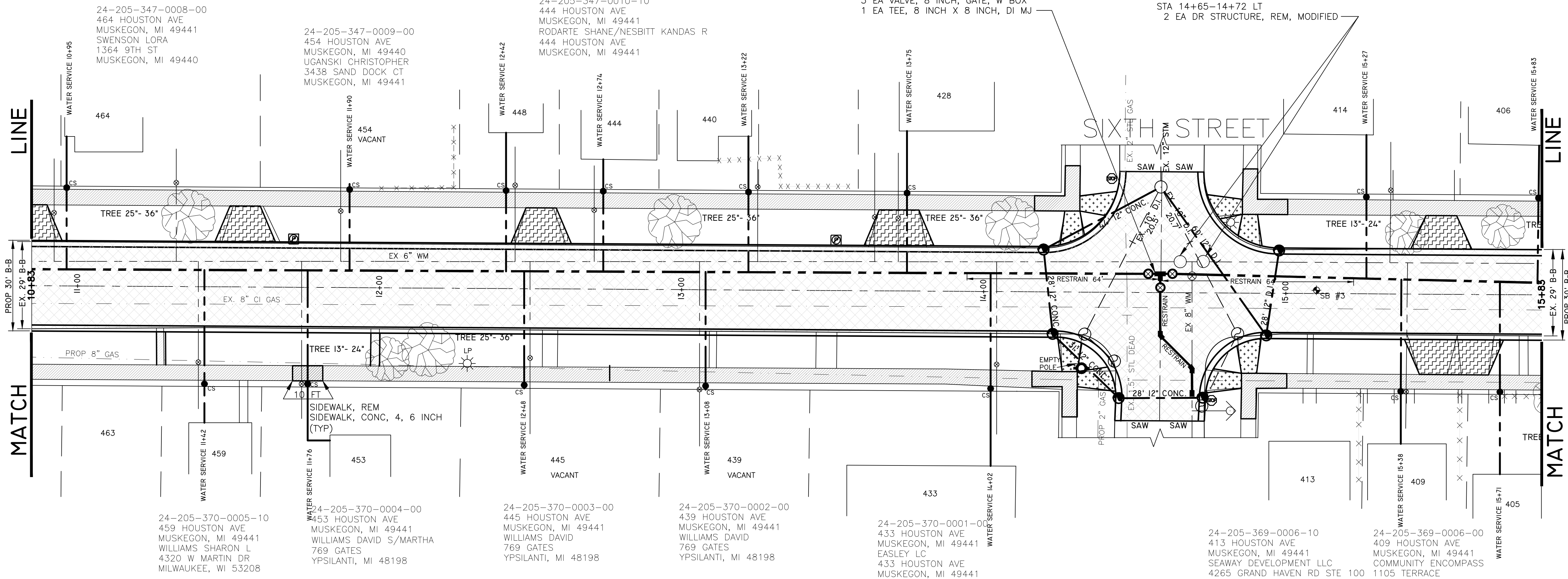
24-205-347-0012-00
428 HOUSTON AVE
MUSKEGON, MI 49441
ANW PROPERTIES LLC
405 W FRONT ST #508
WHEATON, IL 60187

24-205-348-0007-10
414 HOUSTON AVE
MUSKEGON, MI 49441
MUIR STEVEN
414 HOUSTON AVE
MUSKEGON, MI 49441

24-205-348-0008-00
406 HOUSTON AVE
MUSKEGON, MI 49441
KNIGHT LOUISE/KNIGHT KEITH C
406 HOUSTON AVE
MUSKEGON, MI 49441

STA 14+54-14+69 LT/RT
2 EA BEND, 8 INCH, 45 DEGREE, DI MJ
1 EA SLEEVE, 8 INCH, LONG, DI MJ
3 EA VALVE, 8 INCH, GATE, W BOX
1 EA TEE, 8 INCH X 8 INCH, DI MJ

STA 14+65-14+72 LT
2 EA DR STRUCTURE, REM, MODIFIED



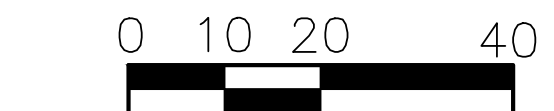
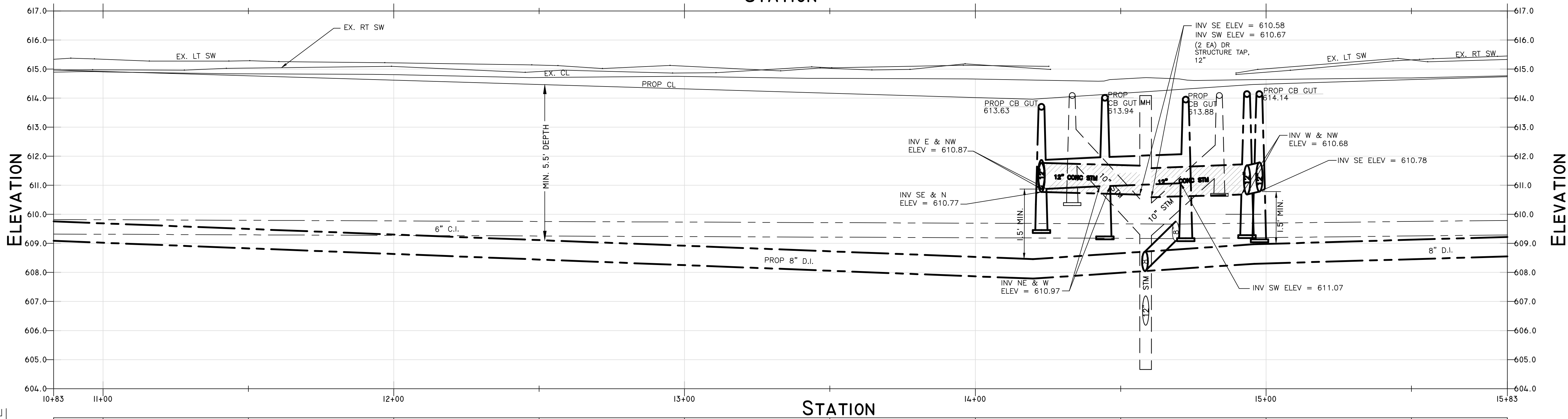
ADDITIONAL QUANTITIES THIS SHEET STA 10+83 TO 15+83		
DESCRIPTION	QUANTITIES	UNIT
WATERMAIN, DI, 8 INCH, TR DET G, MODIFIED	54.3	FT
SIDEWALK, REM	84	SYD
SIDEWALK, CONC, 4 INCH	700	SF
SIDEWALK, CONC, 6 INCH	50	SF
CAP, 8 INCH, DI MJ	1	EA

TOTAL WATERMAIN QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
BEND, 8 INCH, 45 DEGREE, DI MJ	2	EA
WATER SERVICE, BUILDING CONNECTION, 1 INCH	12	EA
CAP, 8 INCH, DI MJ	1	EA
CORPORATION STOP, 1 INCH	15	EA
CURB STOP AND BOX, 1 INCH	15	EA
DR STRUCTURE, REM, MODIFIED	2	EA
SLEEVE, 8 INCH, LONG, DI MJ	1	EA
TEE, 8 INCH X 8 INCH, DI MJ	1	EA
VALVE, 8 INCH, GATE, WITH BOX	3	EA
WATERMAIN, DI, 8 INCH, TR DET G, MODIFIED	54.3	FT
WATER SERVICE, 1 INCH, COPPER TYPE K	4.96	FT
WATER SERVICE, PRIVATE PROPERTY, 1 INCH	227	FT
SIDEWALK, CONC, 4 INCH	700	SF
SIDEWALK, CONC, 6 INCH	50	SF
SIDEWALK, REM	84	SYD

1 INCH WATER SERVICE SCHEDULE					PRIVATE	
STATION	1 INCH CORP	1 INCH TYPE "K" COPPER	1 INCH CURB STOP	METER PIT	PRIVATE PROPERTY (FT)	BUILDING CONNECTION
10+95 LT	1 EACH	28 FT	1 EACH		17 FT	1 EACH
11+90 LT	1 EACH	28 FT	1 EACH			
12+42 LT	1 EACH	28 FT	1 EACH		19 FT	1 EACH
12+74 LT	1 EACH	28 FT	1 EACH		10 FT	1 EACH
13+22 LT	1 EACH	28 FT	1 EACH		18 FT	1 EACH
13+75 LT	1 EACH	28 FT	1 EACH		20 FT	1 EACH
15+27 LT	1 EACH	28 FT	1 EACH		20 FT	1 EACH
15+83 LT	1 EACH	29 FT	1 EACH		17 FT	1 EACH
15+71 RT	1 EACH	38 FT	1 EACH		27 FT	1 EACH
15+38 RT	1 EACH	38 FT	1 EACH		17 FT	1 EACH
14+02 RT	1 EACH	39 FT	1 EACH		25 FT	1 EACH
13+08 RT	1 EACH	39 FT	1 EACH			
12+48 RT	1 EACH	39 FT	1 EACH			
11+76 RT	1 EACH	39 FT	1 EACH		25 FT	1 EACH
11+42 RT	1 EACH	39 FT	1 EACH		12 FT	1 EACH

PROFILE VIEW OF HOUSTON AVE

STATION



SCALE: 1"=20'

VERT. SCALE: 1"=2'

EXISTING CL
PROPOSED

614.89 614.971	614.91 614.920	614.84 614.770	614.81 614.620	614.71 614.470	614.74 614.320	614.68 614.170	614.66 614.020	614.66 614.163	614.64 614.484	614.69 614.640	614.739
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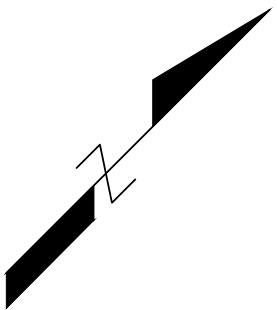
WATERMAIN PLAN AND UNDERGROUND PROFILES

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				HOUSTON AVE NINTH TO THIRD			
DRAWN F. PEASE	SEPT 21	REVISION		SURVEY F. PEASE	2020	PROJECT NO.	W-92036
CHECKED		REVISION		AS-BUILT		SHEET NO.	II
APPROVED		REVISION		SCALE	NO SCALE	OF	16

HOUSTON AVE

24-205-348-0012-00
372 HOUSTON AVE
MUSKEGON, MI 49441
FLOWERS NORMAN/REBECCA
372 HOUSTON AVE
MUSKEGON, MI 49441

24-205-349-0001-00
350 HOUSTON AVE
MUSKEGON, MI 49440
NELSON PLACE LDHA LP
102 SOUTH MAIN STREET
MOUNT PLEASANT, MI 48858



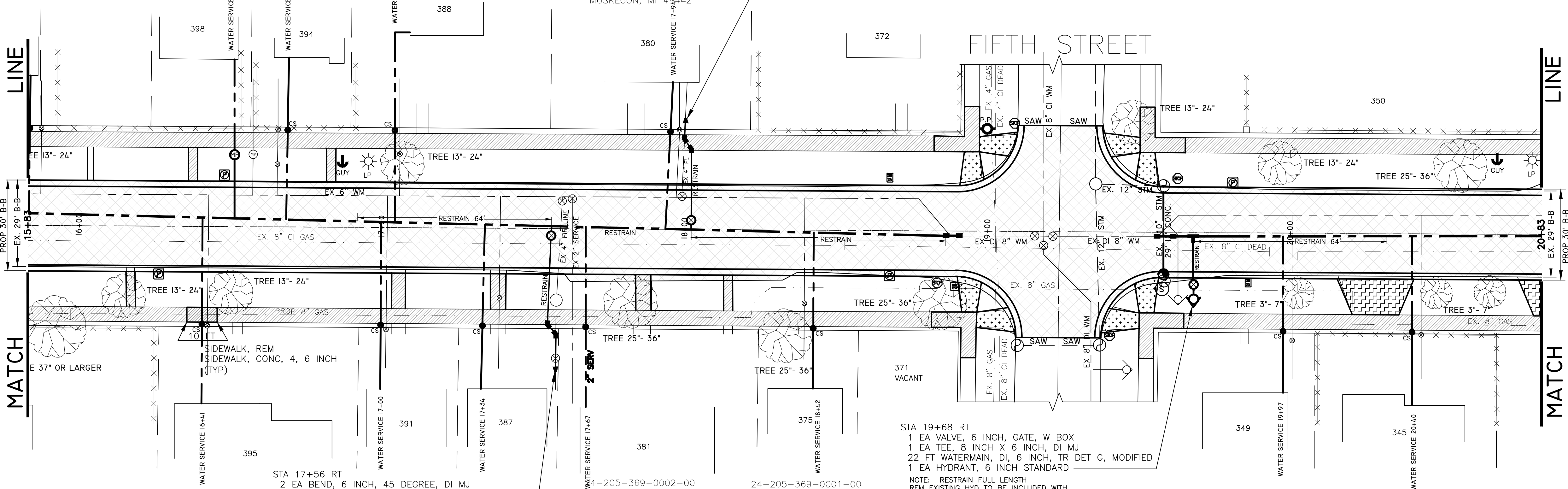
24-205-348-0008-10
398 HOUSTON AVE
MUSKEGON, MI 49440
MITCHELL ROBERT
1260 7TH ST
MUSKEGON, MI 49441

24-205-348-0009-00
394 HOUSTON AVE
MUSKEGON, MI 49441
POTTS JEFFREY N/MEGAN
394 HOUSTON AVE
MUSKEGON, MI 49441

24-205-348-0010-00
388 HOUSTON AVE
MUSKEGON, MI 49440
WILLIAMS TIFFANY
388 HOUSTON AVE
MUSKEGON, MI 49440

24-205-348-0011-00
380 HOUSTON AVE
MUSKEGON, MI 49440
BETHANY HOUSING MINISTRIES INC
1105 TERRACE ST
MUSKEGON, MI 49442

STA 18+02 LT
2 EA BEND, 6 INCH, 45 DEGREE, DI MJ
1 EA VALVE, 6 INCH, GATE, W BOX
1 EA TEE, 8 INCH X 6 INCH, DI MJ
1 EA REDUCER, 6 INCH X 4 INCH, DI MJ
36 FT WATERMAIN, DI, 6 INCH, TR DET G, MODIFIED



24-205-369-0004-00
395 HOUSTON AVE
MUSKEGON, MI 49441
EVANS SYLONACA J
395 HOUSTON AVE
MUSKEGON, MI 49441

STA 17+56 RT
2 EA BEND, 6 INCH, 45 DEGREE, DI MJ
1 EA VALVE, 6 INCH, GATE, W BOX
1 EA TEE, 8 INCH X 6 INCH, DI MJ
1 EA REDUCER, 6 INCH X 4 INCH, DI MJ
49 FT WATERMAIN, DI, 6 INCH, TR DET G, MODIFIED

24-205-369-0003-00
391 HOUSTON AVE
MUSKEGON, MI 49441
MATRIX INVESTMENTS GROUP LLC
642 PILGRIM AVE
BIRMINGHAM, MI 48009

24-205-369-0003-10
387 HOUSTON AVE
MUSKEGON, MI 49441
JOHNSON JULIUS/WILLIAMS ADA ET AL
387 HOUSTON AVE
MUSKEGON, MI 49441

24-205-369-0002-00
381 HOUSTON AVE
MUSKEGON, MI 49441
LAKE HARBOR PROPERTIES LLC
3024 GLADE ST
MUSKEGON HEIGHTS, MI 49444

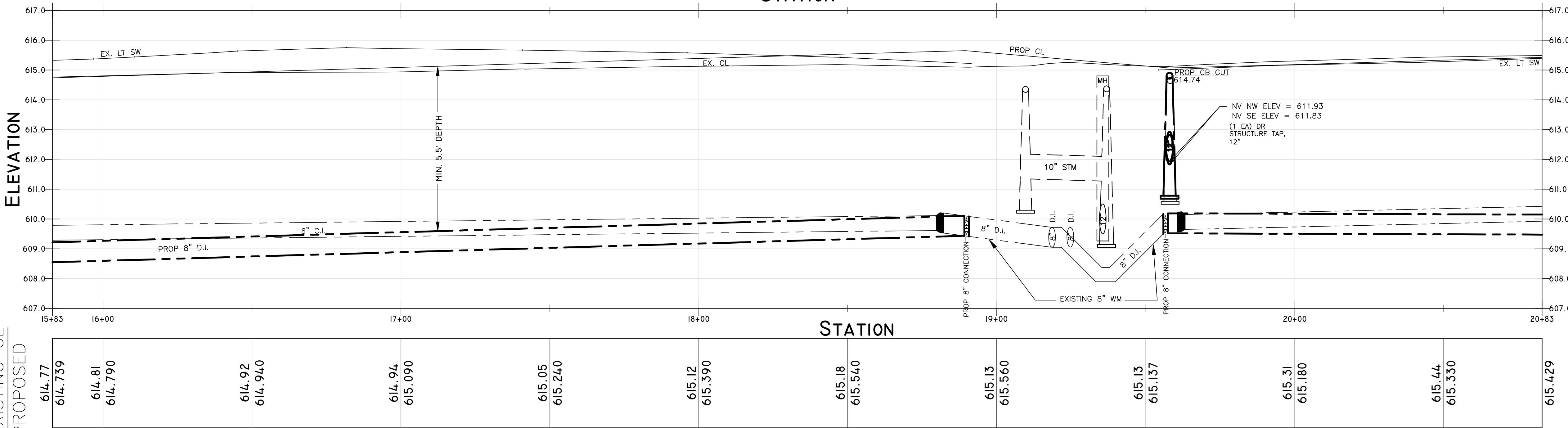
24-205-369-0001-00
375 HOUSTON AVE
MUSKEGON, MI 49441
J & M ESTATE HOLDINGS LLC
1690 BARCLAY ST
MUSKEGON, MI 49441

24-205-369-0001-10
371 HOUSTON AVE
MUSKEGON, MI 49441
J & M ESTATE HOLDINGS LLC
1690 BARCLAY ST
MUSKEGON, MI 49441

24-205-368-0006-00
349 HOUSTON AVE
MUSKEGON, MI 49441
SEALS CHRISTIA
349 HOUSTON AVE
MUSKEGON, MI 49441

24-205-368-0005-00
345 HOUSTON AVE
MUSKEGON, MI 49441
CUNNINGHAM TERESA
345 HOUSTON AVE
MUSKEGON, MI 49441

PROFILE VIEW OF HOUSTON AVE
STATION

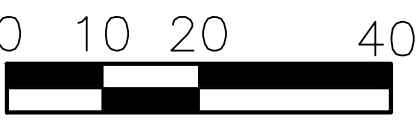
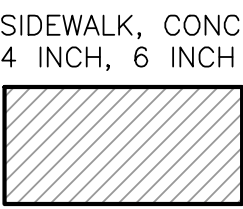


ADDITIONAL QUANTITIES THIS SHEET STA 15+83 TO 20+83		
DESCRIPTION	QUANTITIES	UNIT
WATERMAIN, DI, 8 INCH, TR DET G, MODIFIED	434	FT
SIDEWALK, REM	84	SYD
SIDEWALK, CONC, 4 INCH	550	SF
SIDEWALK, CONC, 6 INCH	50	SF
CAP, 6 INCH, DI MJ	1	EA
SLEEVE, 8 INCH, LONG, DI MJ	4	EA

TOTAL WATERMAIN QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
BEND, 6 INCH, 45 DEGREE, DI MJ	4	EA
WATER SERVICE, BUILDING CONNECTION, 1 INCH	10	EA
WATER SERVICE, BUILDING CONNECTION, 2 INCH	1	EA
CAP, 6 INCH, DI MJ	2	EA
CORPORATION STOP, 1 INCH	10	EA
CORPORATION STOP, 2 INCH	1	EA
CURB STOP AND BOX, 1 INCH	9	EA
CURB STOP AND BOX, 2 INCH	1	EA
HYDRANT, 6 INCH, STANDARD	1	EA
METER PIT COMPLETE	1	EA
REDUCER, 6 INCH X 4 INCH, DI MJ	2	EA
SLEEVE, 8 INCH, LONG, DI MJ	4	EA
TEE, 8 INCH X 6 INCH, DI MJ	3	EA
VALVE, 6 INCH, GATE, WITH BOX	3	EA
WATERMAIN, DI, 6 INCH, TR DET G, MODIFIED	107	FT
WATERMAIN, DI, 8 INCH, TR DET G, MODIFIED	434	FT
WATER SERVICE, 1 INCH, COPPER TYPE K	327	FT
WATER SERVICE, 2 INCH, COPPER TYPE K	34	FT
WATER SERVICE, PRIVATE PROPERTY, 1 INCH	226	FT
WATER SERVICE, PRIVATE PROPERTY, 2 INCH	26	FT
SIDEWALK, CONC, 4 INCH	550	SF
SIDEWALK, CONC, 6 INCH	50	SF
SIDEWALK, REM	70	SYD

1 INCH WATER SERVICE SCHEDULE					
PRIVATE					
STATION	1 INCH CORP	1 INCH TYPE "K" COPPER	1 INCH CURB STOP	METER PIT	BUILDING CONNECTION
16+51 LT	1 EACH	30 FT		1 EACH	22 FT 1 EACH
16+68 LT	1 EACH	31 FT	1 EACH		23 FT 1 EACH
17+04 LT	1 EACH	32 FT	1 EACH		36 FT 1 EACH
17+94 LT	1 EACH	33 FT	1 EACH		16 FT 1 EACH
20+40 RT	1 EACH	32 FT	1 EACH		24 FT 1 EACH
19+97 RT	1 EACH	32 FT	1 EACH		20 FT 1 EACH
18+42 RT	1 EACH	32 FT	1 EACH		20 FT 1 EACH
17+34 RT	1 EACH	34 FT	1 EACH		20 FT 1 EACH
17+00 RT	1 EACH	35 FT	1 EACH		20 FT 1 EACH
16+41 RT	1 EACH	36 FT	1 EACH		25 FT 1 EACH

2 INCH WATER SERVICE SCHEDULE					
PRIVATE					
STATION	2 INCH CORP	2 INCH TYPE "K" COPPER	2 INCH CURB STOP	PRIVATE PROPERTY (FT)	BUILDING CONNECTION
17+67 RT	1 EACH	34 FT	1 EACH	26 FT	1 EACH

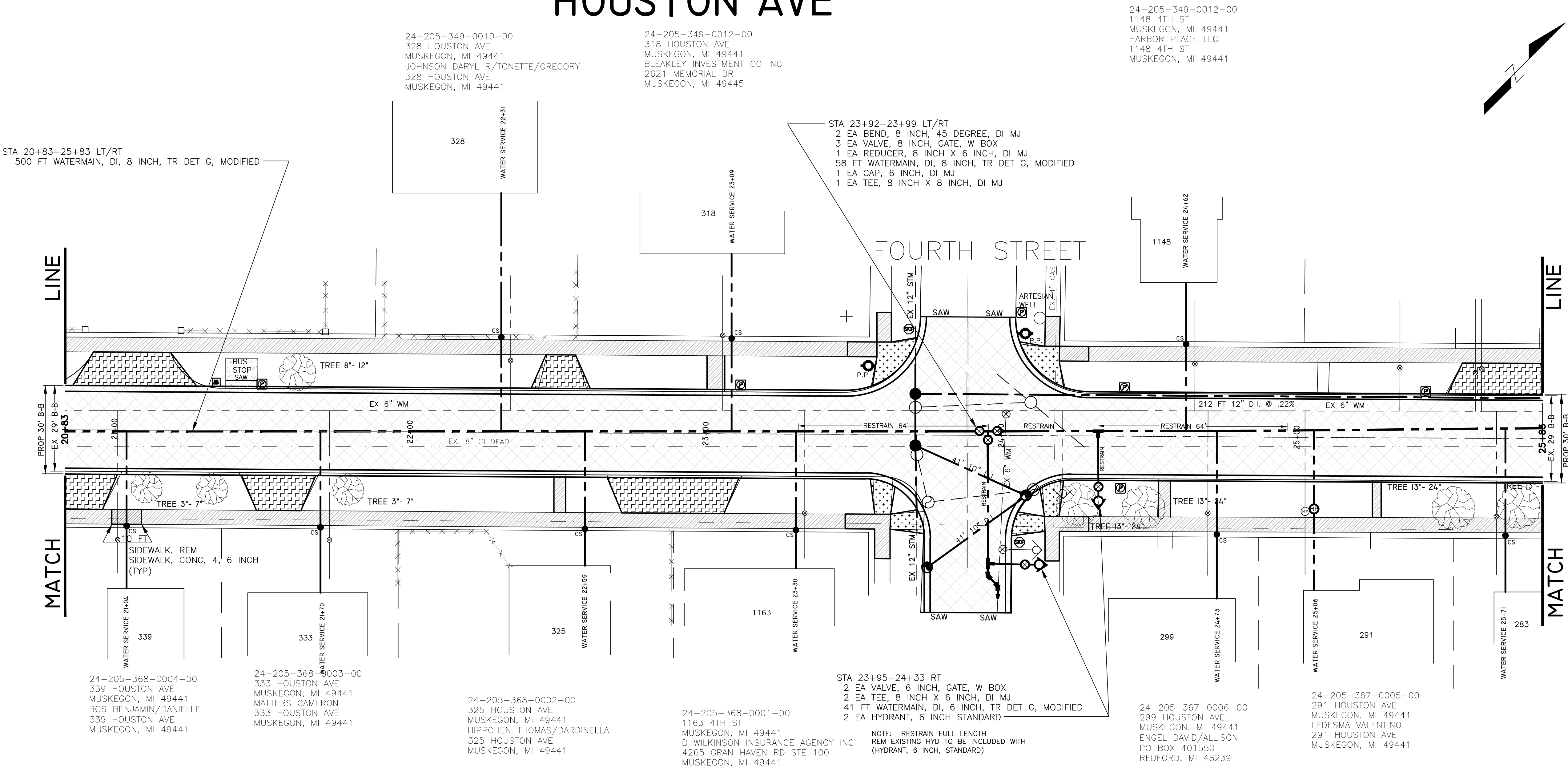


SCALE: 1"=20'
VERT. SCALE: 1"=2'

WATERMAIN PLAN AND UNDERGROUND PROFILES

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				HOUSTON AVE NINTH TO THIRD	
DRAWN	F. PEASE	SEPT 2	REVISION	SURVEY	F. PEASE
CHECKED			REVISION	AS-BUILT	2020
APPROVED			REVISION	SCALE	NO SCALE
				PROJECT NO	W-92036
				SHEET NO	12 OF 16

HOUSTON AVE

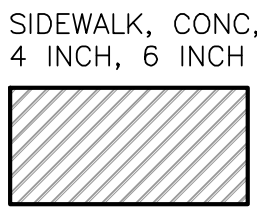
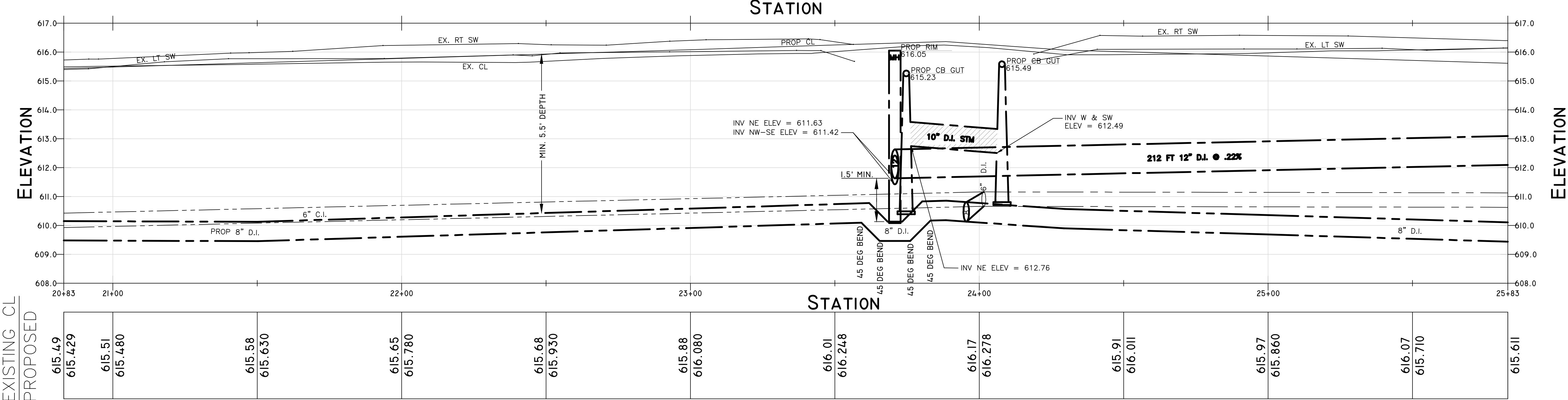


ADDITIONAL QUANTITIES THIS SHEET STA 20+83 TO 25+83		
DESCRIPTION	QUANTITIES	UNIT
SIDEWALK, REM	56	SYD
SIDEWALK, CONC, 4 INCH	500	SF
SIDEWALK, CONC, 6 INCH	50	SF
BEND, 8 INCH, 45 DEGREE, DI MJ	4	EA

TOTAL WATERMAIN QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
BEND, 8 INCH, 45 DEGREE, DI MJ	6	EA
CAP, 6 INCH, DI MJ	1	EA
WATER SERVICE, BUILDING CONNECTION, 1 INCH	10	EA
CORPORATION STOP, 1 INCH	10	EA
CURB STOP AND BOX, 1 INCH	9	EA
HYDRANT, 6 INCH, STANDARD	2	EA
METER PIT COMPLETE	1	EA
REDUCER, 8 INCH X 6 INCH, DI MJ	1	EA
TEE, 8 INCH X 6 INCH, DI MJ	2	EA
TEE, 8 INCH X 8 INCH, DI MJ	1	EA
VALVE, 6 INCH, GATE, WITH BOX	2	EA
VALVE, 8 INCH, GATE, WITH BOX	3	EA
WATERMAIN, DI, 6 INCH, TR DET G, MODIFIED	41	FT
WATERMAIN, DI, 8 INCH, TR DET G, MODIFIED	558	FT
WATER SERVICE, 1 INCH, COPPER TYPE K	340	FT
WATER SERVICE, PRIVATE PROPERTY, 1 INCH	220	FT
SIDEWALK, CONC, 4 INCH	500	SF
SIDEWALK, CONC, 6 INCH	50	SF
SIDEWALK, REM	56	SYD

1 INCH WATER SERVICE SCHEDULE					PRIVATE
STATION	1 INCH CORP	1 INCH TYPE "K" COPPER	1 INCH CURB STOP	METER PIT	BUILDING CONNECTION
22+31 LT	1 EACH	33 FT	1 EACH		1 EACH
23+09 LT	1 EACH	32 FT	1 EACH		1 EACH
24+62 LT	1 EACH	32 FT	1 EACH		1 EACH
25+71 RT	1 EACH	37 FT	1 EACH		1 EACH
25+06 RT	1 EACH	36 FT		1 EACH	1 EACH
24+73 RT	1 EACH	36 FT	1 EACH		1 EACH
23+30 RT	1 EACH	34 FT	1 EACH		1 EACH
22+59 RT	1 EACH	34 FT	1 EACH		1 EACH
21+70 RT	1 EACH	33 FT	1 EACH		1 EACH
21+04 RT	1 EACH	33 FT	1 EACH		1 EACH

PROFILE VIEW OF HOUSTON AVE

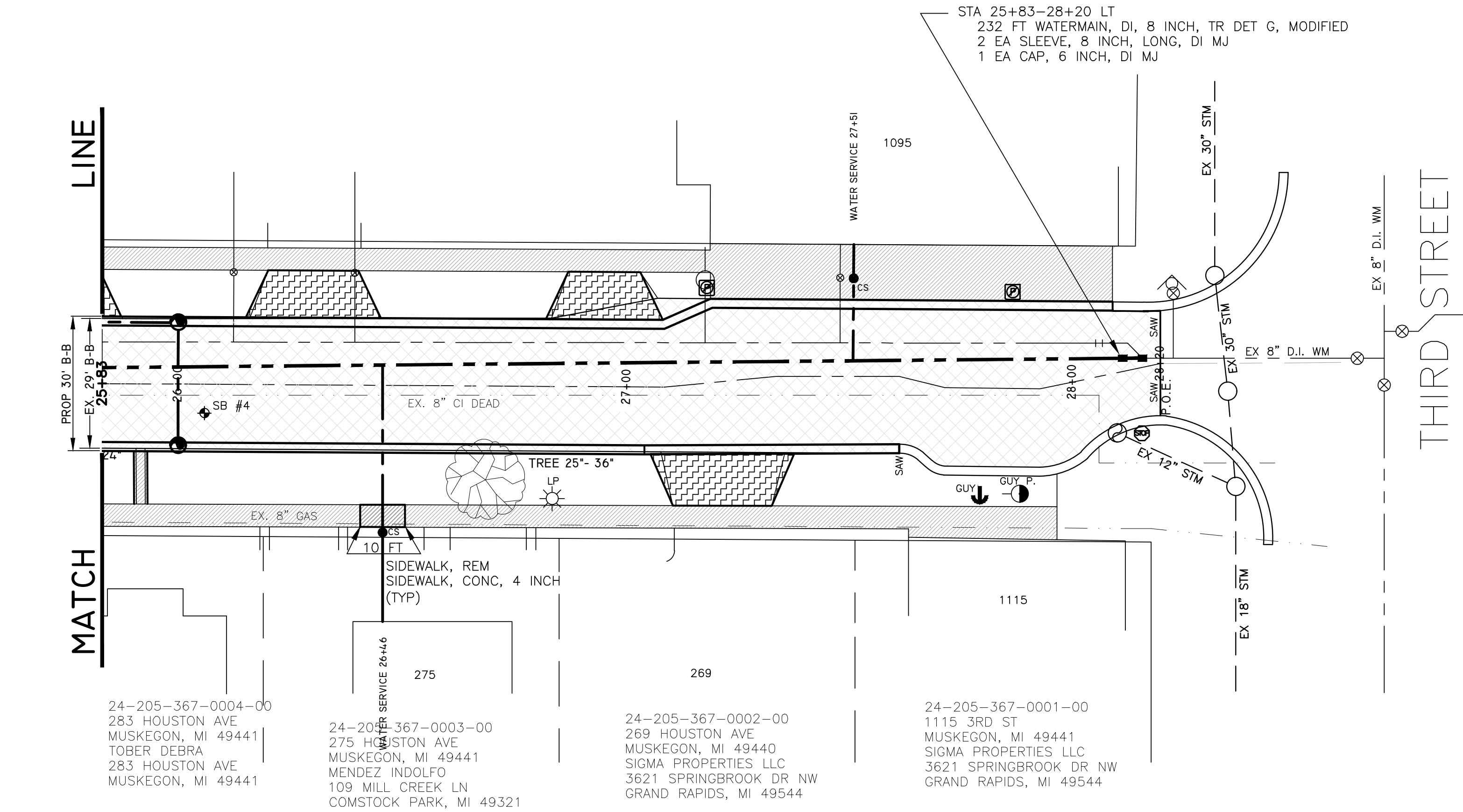
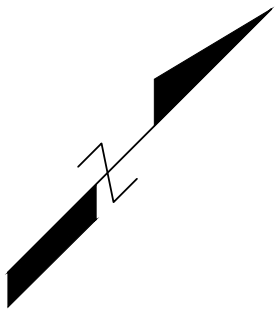


0 10 20 40
SCALE: 1"=20'
VERT. SCALE: 1"=2'

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				HOUSTON AVE NINTH TO THIRD			
DRAWN	F. PEASE	SEPT 2	REVISION	SURVEY	F. PEASE	2020	W-92036
CHECKED			REVISION	AS-BUILT			
APPROVED			REVISION	SCALE	NO SCALE	SHEET NO. 13	OF 16

HOUSTON AVE

24-205-350-0009-00
1095 3RD ST
MUSKEGON, MI 49441
CITY OF MUSKEGON
933 TERRACE ST
MUSKEGON, MI 49442

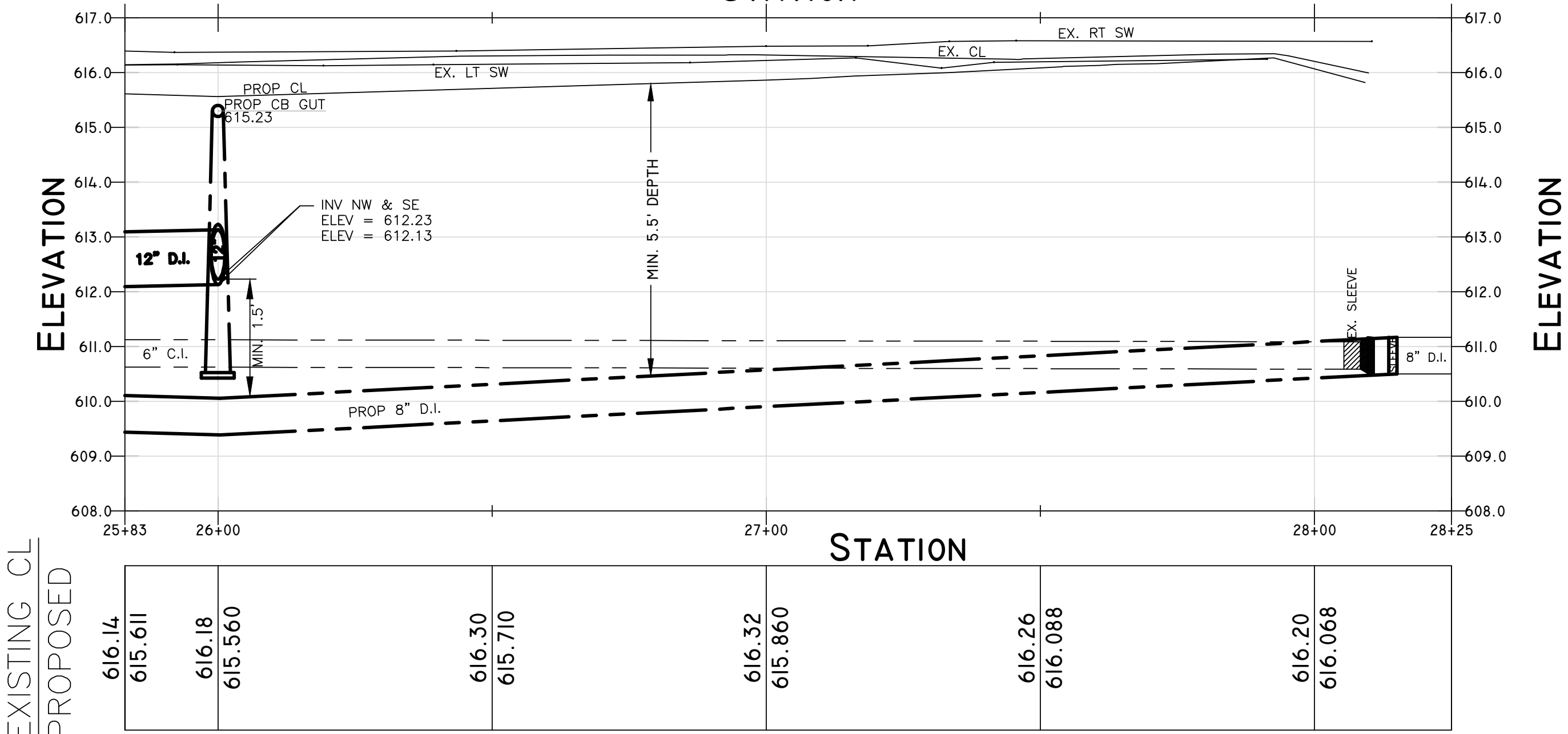


ADDITIONAL QUANTITIES THIS SHEET STA 25+83 TO 28+20		
DESCRIPTION	QUANTITIES	UNIT
SIDEWALK, REM	12	SYD
SIDEWALK, CONC, 4 INCH	100	SF

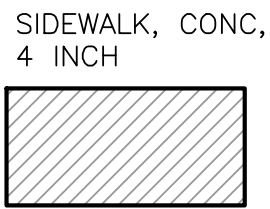
TOTAL WATERMAIN QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
WATER SERVICE, BUILDING CONNECTION, 1 INCH	2	EA
CAP, 6 INCH, DI MJ	1	EA
CORPORATION STOP, 1 INCH	2	EA
CURB STOP AND BOX, 1 INCH	2	EA
SLEEVE, 8 INCH, LONG, DI MJ	2	EA
WATERMAIN, DI, 8 INCH, TR DET G, MODIFIED	232	FT
WATER SERVICE, 1 INCH, COPPER TYPE K	65	FT
WATER SERVICE, PRIVATE PROPERTY, 1 INCH	29	FT
SIDEWALK, CONC, 4 INCH	100	SF
SIDEWALK, REM	12	SYD

1 INCH WATER SERVICE SCHEDULE					PRIVATE	
STATION	1 INCH CORP	1 INCH TYPE "K" COPPER	1 INCH CURB STOP	METER PIT	PRIVATE PROPERTY (FT)	BUILDING CONNECTION
26+46 RT	1 EACH	39 FT	1 EACH		19 FT	1 EACH
27+51 LT	1 EACH	26 FT	1 EACH		10 FT	1 EACH

PROFILE VIEW OF HOUSTON AVE



0 10 20 40
SCALE: 1"=20'
VERT. SCALE: 1"=2'



CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				HOUSTON AVE NINTH TO THIRD			
DRAWN	F. PEASE	SEPT 2	REVISION	SURVEY	F. PEASE	2020	PROJECT NO. W-92036
CHECKED			REVISION	AS-BUILT			PROJECT NO.
APPROVED			REVISION	SCALE	NO SCALE		SHEET NO. 16 OF 16

TRAFFIC CONTROL DETAILS



ESTIMATED QUANTITIES SIGN, TYPE B TEMPORARY				
SIGN	DESCRIPTION	QUANTITY	AREA	TOTAL AREA
G20-2	END ROAD WORK	4	8 SFT	32 SFT
R5-18C	WORK ZONE BEGINS	5	16 SFT	80 SFT
R11-2	ROAD CLOSED	12	10 SFT	120 SFT
R11-4	ROAD CLOSED TO THRU TRAFFIC	10	12.5 SFT	125 SFT
W20-3	ROAD CLOSED AHEAD	16	16 SFT	256 SFT
W21-4	ROAD WORK AHEAD	16	16 SFT	256 SFT
M4-9BL	PEDESTRIAN DETOUR LEFT	4	5 SFT	20 SFT
M4-9BR	PEDESTRIAN DETOUR RIGHT	4	5 SFT	20 SFT
R9-9	SIDEWALK CLOSED	12	2 SFT	24 SFT
R9-11L	SW CLOSED AHEAD CROSS HERE (LEFT)	3	2 SFT	6 SFT
R9-11R	SW CLOSED AHEAD CROSS HERE (RIGHT)	3	2 SFT	6 SFT
R9-11AL	SW CLOSED CROSS HERE (LEFT)	3	2 SFT	6 SFT
W16-9P	AHEAD	3	3 SFT	6 SFT
R9-11AR	SW CLOSED CROSS HERE (RIGHT)	3	2 SFT	6 SFT
TOTAL				963 SFT

ESTIMATED QUANTITIES SIGN, TYPE B TEMPORARY, SPECIAL				
SIGN	DESCRIPTION	QUANTITY	AREA	TOTAL AREA
SS-1	HOUSTON AVE	16	8 SFT	128 SFT
TOTAL				128 SFT

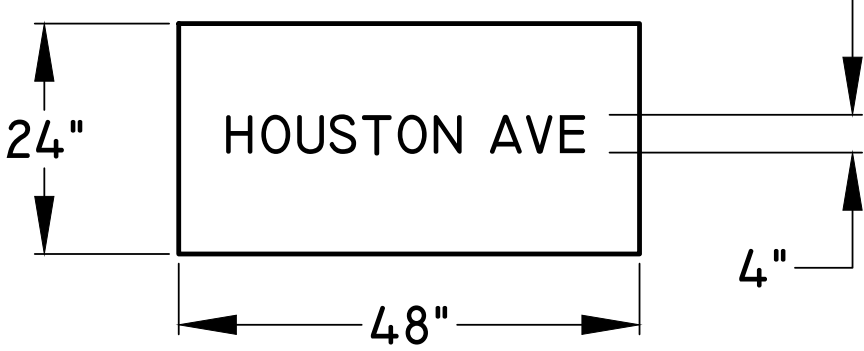
ESTIMATED TRAFFIC CONTROL DEVICES		
MINOR TRAFFIC DEVICES		
BARRICADE, TYPE III, HIGH INTENSITY, DOUBLE SIDED, LIGHTED, FURN	1	LS
BARRICADE, TYPE III, HIGH INTENSITY, DOUBLE SIDED, LIGHTED, OPER	22	EA
PLASTIC DRUM, FLUORESCENT, FURN	68	EA
PLASTIC DRUM, FLUORESCENT, OPER	68	EA
SIGN, TYPE B, TEMP, PRISMATIC, FURN	963	SFT
SIGN, TYPE B, TEMP, PRISMATIC, OPER	963	SFT
SIGN, TYPE B, TEMP, PRISMATIC, SPECIAL, FURN	128	SFT
SIGN, TYPE B TEMP, PRISMATIC, SPECIAL, OPER	128	SFT
MAINTENANCE GRAVEL, LM	150	CYD
DUST PALLIATIVE, APPLIED	30	TON
PEDESTRIAN TYPE II BARRICADE, TEMP	12	EA

TRAFFIC CONTROL NOTES:

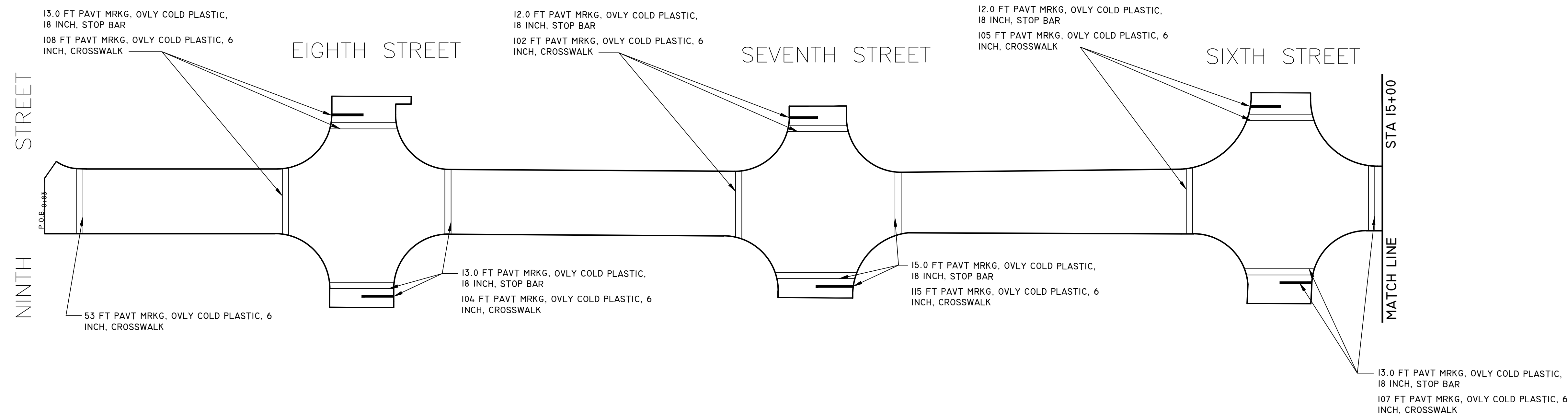
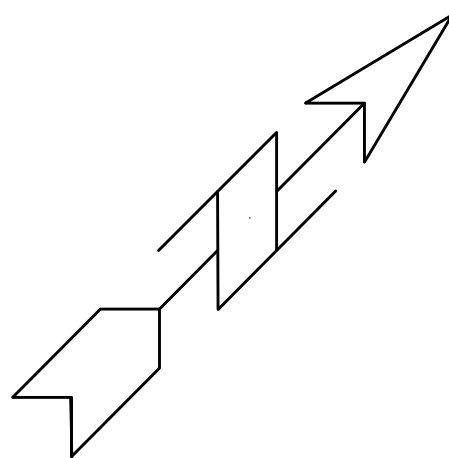
1. THE CONTRACTOR SHALL MAINTAIN ACCESS TO BUSINESSES, RESIDENCES, AND CROSS STREETS WITH MAINTENANCE GRAVEL AS DIRECTED BY THE ENGINEER. CONTRACTOR MAY USE THE EXISTING AGGREGATE BASE FOR MAINTENANCE GRAVEL OR HMA MILLINGS. AGGREGATE OR HMA MILLINGS USED TO MAINTAIN TRAFFIC WILL BE PAID AT THE BID PROPOSAL UNIT PRICE FOR MAINTENANCE GRAVEL.
3. IN ADDITION TO THE 68 PLASTIC BARRELS USED FOR CHANNELING DEVICES AND ROAD CLOSURES, THE CONTRACTOR WILL SUPPLY AN ADDITIONAL 60 PLASTIC BARRELS FOR MARKING TEMPORARY DRIVES, BLOCKING EXISTING DRIVES, AND SIDEWALKS, ETC. AS DIRECTED BY THE ENGINEER.
4. * PLEASE KEEP THE SIDEWALK RAMP MAINTAINED AT 5TH ST. AND 7TH STREET BY USING MAINTENANCE GRAVEL AS NECESSARY TO ACCOMMODATE PEDESTRIAN TRAFFIC AS WELL AS THE GENERAL PUBLIC FOR THE CHURCH AND THE SENIOR CITIZEN FACILITY. PEDESTRIAN SIGNS HAVE BEEN ADDED TO THE TRAFFIC CONTROL QUANTITIES, AND THE USE AND LOCATION SHALL BE DETERMINED BY THE ENGINEER IN THE FIELD. PLEASE NOTE ALL OTHER INTERSECTIONS SHALL BE CLOSED AND NO PEDESTRIAN TRAFFIC WILL BE MAINTAINED.

SPECIAL SIGNS

SS-1

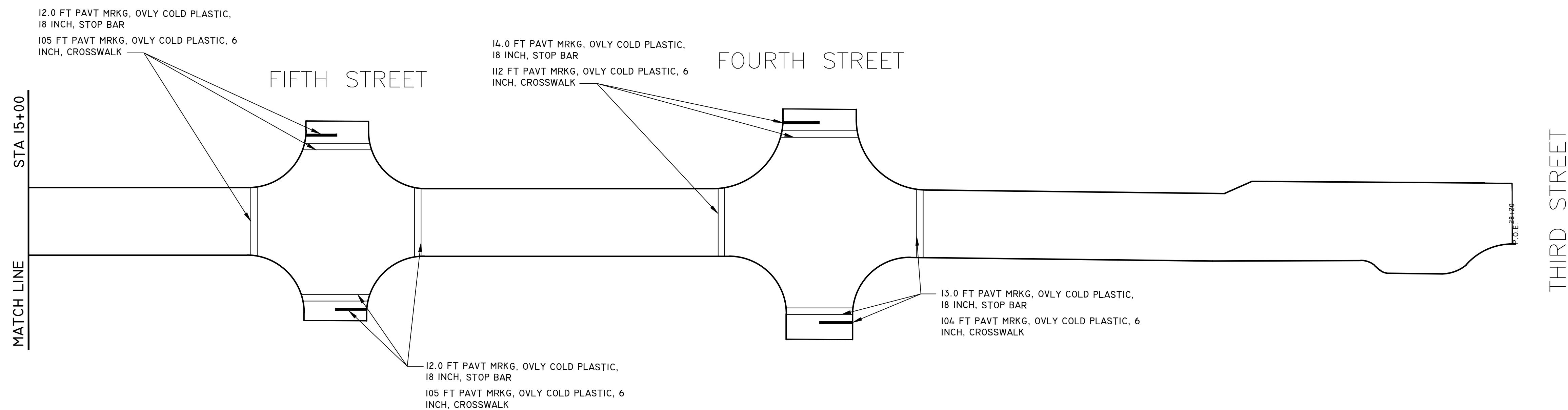
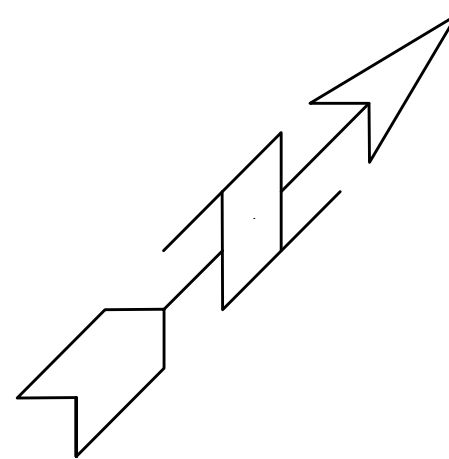


PERMANENT SIGNING AND PAVEMENT MARKING DETAIL



TOTAL PERMANENT PAVEMENT MARKING QUANTITIES

PAVT MRKG, OVLY COLD PLASTIC, 18 INCH, STOP BAR	129	FT
PAVT MRKG, OVLY COLD PLASTIC, 6 INCH, CROSSWALK	1120	FT



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Staffing Services Agreement (BGCML)
Submitted By: Dan VanderHeide	Department: Public Works
Brief Summary: Staff is requesting authorization to contract with the Boys and Girls Club of the Muskegon Lakeshore (BGCML) for temporary staffing services during the 2022 maintenance season.	
Detailed Summary: During 2021 the City entered into a pilot program with Community enCompass, a neighborhood services organization, to provide youth from their support programs as temporary staffing services helping the Department of Public Works maintain City parks. The pilot program was successful, and this year the Boys & Girls Club reached out to the City seeking to enter into a similar agreement. The Boys & Girls Club anticipates providing approximately 8 staff split in two teams, and in consultation with DPW identified two service areas that they would be well suited for: 1. Landscape maintenance, waste removal and general support in the BID area downtown. 2. Restroom cleaning and waste removal at Beukema, Reese, Sheldon and McCrea parks. DPW typically hires up to 30 seasonal employees each year from GoodTemps (Goodwill). The staffing provided by this agreement will take the place of an approximately equal number of our typical seasonal employees, helping DPW fill our roster during the labor shortage and providing employment and training for younger community members. Temporary staffing is accounted for in the annual budget of the departments that use these services. The employees under this agreement are included in the parks (general) fund budget, and the Business Improvement District (BID), via reimbursement.	
Amount Requested: Approximately \$67,200	Amount Budgeted: \$67,200 in FY22 and in FY23
Fund(s) or Account(s): 101, 202, 203	Fund(s) or Account(s): 101, 202, 203
Recommended Motion: Authorize staff to contract with the Boys and Girls Club of the Muskegon Lakeshore for temporary staffing services during the 2022 maintenance season.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐	



CITY OF MUSKEGON CONTRACT FOR TEMPORARY STAFFING SERVICES

This Agreement is effective upon execution between the City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49443 (“City”) and the Boys and Girls Club of the Muskegon Lakeshore, of 900 W Western Avenue, Muskegon, MI 49441 (“Contractor”) with reference to the following facts:

RECITALS

- A. Contractor requested to partner with the Public Works Department to maintain parks, landscaping and other facilities throughout the city.
- B. Contractor agreed to provide approximately eight staff in two teams of approximately four each, with one supervisor per team, to support the Public Works Department in maintaining the parks, landscaping and other facilities.

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

- 1. **Services.** Contractor shall provide the following services:
 - a. In the area known as the Business Improvement District (BID), including nearby parks and city properties, maintaining flower beds and other landscaping by removing weeds and other undesirable plants and items, turf maintenance using push mowers and other hand-operated equipment, picking up loose debris and refuse (trash), emptying refuse containers, and performing other cleaning and maintenance tasks as designated by Public Works Department Staff.
 - b. Picking up loose debris and refuse (trash), emptying refuse containers, cleaning restrooms, and performing other cleaning and maintenance tasks as designated by Public Works Department Staff in parks and other City-owned properties. This effort is primarily envisioned at Beukema Playfield, Reese Playfield, Sheldon Park, and McCrea Playfield, however other parks or properties may be assigned by Public Works Department Staff in consultation with Contractor.
 - c. During the months of June, July and August, the contractor will provide up to 35 hours of labor per week per employee. During April, May, September and October, the contractor will provide a reduced workforce to support critical efforts. The employees are students and will not have as much availability during the school year.
- 2. **Equipment.** The City shall supply safety equipment mandated for employees while on assignment with the City, together with other equipment described herein.

- a. The City shall supply hand-operated equipment that directly supports the tasks described in this agreement and other duties as assigned by Public Works Department Staff in consultation with the Contractor; examples of this equipment includes hand-operated lawn mowers, string trimmers, leaf blowers, hand tools such as rakes and spades, and cleaning equipment such as brushes and bottles. The City will provide materials to support the efforts, such as gasoline, string line, paper towel(s), cleaning solutions and refuse bags.
 - b. If available for use, the City may supply a self-propelled utility cart to assist with refuse disposal, carrying equipment and staff relocation, based from a facility within or near the BID, for Contractor's use. All operators of such a cart must be licensed within the State of Michigan to operate a motor vehicle and carry a current driver's license. The City will provide materials to support the cart, such as gasoline.
 - c. If available for use, the City may supply a motor vehicle and/or utility trailer to assist with refuse disposal, carrying equipment and staff relocation, based from the City's Public Works Facility at 1350 E. Keating Avenue, Muskegon, MI 49442, for Contractor's use. All operators of such a vehicle and/or utility trailer must be licensed within the State of Michigan to operate a motor vehicle and carry a current driver's license. The City will provide materials to support the vehicle, such as gasoline.
 - d. The City will perform any required maintenance on City-owned equipment. The City reserves the right, in its sole discretion, to withdraw the use of equipment if deemed in the best interest of the City. Any damage caused to rented or borrowed equipment is the responsibility of the Contractor.
 - e. In the event the City is unable to provide equipment, and upon written approval from City, the Contractor may rent equipment that is deemed necessary for the Services. The City will provide materials to support rented equipment, such as gasoline and other consumables not included in rental costs. Maintenance of rented equipment shall be the responsibility of the Contractor. The City will reimburse the cost of the equipment rental at actual cost, including maintenance costs.
3. **Expenses.** Contractor shall be responsible to pay for all expenses incurred by Contractor related to the performance of its duties under this Agreement, except as described in Section 2.e of this agreement.
 4. **Contract Billing.** City agrees to pay Contractor, in full consideration for the complete performance of Contractor's obligations under this Agreement:
 - a. Youth will be paid at a rate of \$12/hour.
 - b. Supervisors will be paid at a rate of \$15/hour.

- c. For all labor, Contractor will bill a markup of 37.5% to cover taxes, insurance and administrative costs. Expenses, when reimbursable, will be billed at actual cost.
5. **Payment.** Contractor shall submit detailed invoices on a monthly basis for the prior month's services. Payments according to this agreement are invoiced and paid on a monthly basis. Requests for payment shall be submitted on a detailed invoice to the City monthly for the previous month. The City agrees that payment shall be due on net 30-day terms.
6. **Specific Reservations.** City reserves the right to discontinue its use of temporary employees from contractor as it determines appropriate.
7. **Terms and Termination.** This Agreement shall be effective on the date of execution, and shall remain in full force and at the same terms through October 31, 2022, with an option to renew for an additional term, if mutually agreed upon by both parties as memorialized in a written and signed agreement.
8. **Commencement and Damages.**
 - a. **Commencement.** Contractor shall commence performance under this Agreement upon its execution.

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

Failure to perform pursuant to this Agreement for a period in excess of five (5) consecutive scheduled, working days, or failure for a similar period, to perform in the manner required, and provided such failure is not a result of war, insurrection, riots, or acts of God, the City may, at its option and after written notice to Contractor, utilize any or all of Contractor's equipment used in performance of this Agreement until such time the matter is resolved and the Contractor is performing under the terms of the Agreement.
 - b. **Appeal.** The City's determination regarding damages shall be final and binding on both parties unless appealed, in writing, to the City Manager or his designee within ten (10) working days after notice. The City Manager or his designee shall grant Contractor an informal hearing upon such request. The decision of the City Manager shall be final and binding.
9. **Insurance and Indemnity.**
 - a. **City Insurance Requirement.** The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and

acceptable to City of Muskegon. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

- b. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- c. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- d. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles
- e. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Muskegon, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the City of Muskegon may have in effect shall be considered secondary and/or excess.
- f. **Cancellation Notice:** Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Muskegon, Finance and Administrative Services Director, 933 Terrace St, PO Box 536, Muskegon, Michigan 49443-0536.
- g. **Proof of Insurance Coverage.** Contractor shall provide the City at the time the contracts are returned for execution, certificates and policies endorsing the City as additional insured as listed below:
 - i. Two (2) copies of Certificates of Insurance for Workers' Compensation Insurance, if applicable;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and

- iii. If so requested, Certified Copies of all policies mentioned above will be furnished.

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

- h. **Indemnity.** Contractor shall indemnify and save harmless the City against and from all costs, expenses, liabilities, claims, suits, action, and demands of every kind or nature, including reasonable attorney fees, by or on behalf of any person, party, or governmental authority whatsoever arising out of Contractor's services performed under this agreement, Contractor's failure to perform under this agreement, Contractor's use of City equipment, or Contractor's failure to comply with any laws, ordinances, requirements, orders, directions, rules, or regulations of any federal, state, county, or local governmental authority.
10. **Income Tax Withholding.** Contractor shall withhold income taxes from each employee, and pay such tax in accordance with the City of Muskegon Income Tax Ordinance and all applicable laws associated with that ordinance. Contractor shall require the same from each subcontractor, consultant or vendor used in the performance of his duties and obligations in this Agreement. City reserves the right to withhold payments otherwise due to Contractor to assure compliance with this Agreement or to cure such noncompliance.
11. **General Provisions.**
- a. **Notices.** Any notice that either party may give or is required to give under this Agreement shall be in writing, specify the position, department and location assigned, and, if mailed, shall be effective on the day it is delivered to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing. Notices given in person are effective on the day they are given. Notices to the City must copy the City Attorney at 601 Terrace St., Muskegon, MI 49440.
 - b. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.
 - c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights nor obligations contained in this Agreement without express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.
 - d. **Entire Agreement.** This Agreement and the documents specified in section 1 shall constitute the entire agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into, by, and between the parties with respect to the subject matter of this Agreement, and shall not be modified or

amended except in a subsequent writing signed by the party against whom enforcement is sought.

- e. **Binding Effect.** This Agreement shall be binding upon, and to the benefit of, and be enforceable by, the parties and their respective legal representatives, permitted successors, and assigns.
- f. **Waiver.** City may waive all or any portion of damages without prejudicing its rights under this Agreement.
- g. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this agreement shall not in any way be impaired or affected.
- h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County District or Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.
- i. **Survival.** All representations, warranties, and covenants in this Agreement shall survive the signing of this Agreement.
- j. **Written Clarification.** In the event that there are inconsistencies within the Agreement, the Contractor shall immediately notify the City, in writing, for a determination, interpretation, clarification and/or prioritization of the inconsistencies.

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

Date: _____, 2022

CITY OF MUSKEGON

By: _____
Ken Johnson, Mayor

And: _____
Ann Meisch, Clerk

Date: _____, 2022

BOYS AND GIRLS CLUB OF
THE MUSKEGON LAKESHORE

By: _____

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Staffing Services Agreement (enCompass)
Submitted By: Dan VanderHeide	Department: Public Works
Brief Summary: Staff is requesting authorization to contract with Community enCompass for temporary staffing services during the 2022 maintenance season.	
Detailed Summary: During 2021 the City entered into a pilot program with Community enCompass, a neighborhood services organization, to provide youth from their support programs as temporary staffing services helping the Department of Public Works maintain City parks. The pilot program was successful, and Community enCompass has requested to repeat the arrangement again in 2022. Community enCompass anticipates providing approximately 10 to 15 staff split into teams of up to 5, and in consultation with DPW identified services they would be well suited for. The services will include restroom cleaning and waste removal at Marsh Field, McLaughlin Community Park, Clara Shepherd Park, the Dog Park, and Campbell Field. Other parks or properties may be added depending on staffing availability. DPW typically hires up to 30 seasonal employees each year from GoodTemps (Goodwill). The staffing provided by this agreement will take the place of an approximately equal number of our typical seasonal employees, helping DPW fill our roster during the labor shortage and providing employment and training for younger community members. Temporary staffing is accounted for in the annual budget of the departments that use these services. The employees under this agreement are included in the parks (general) fund budget.	
Amount Requested: Approx. \$110,700	Amount Budgeted: \$110,700 in FY22 and in FY23
Fund(s) or Account(s): 101-70751-5346	Fund(s) or Account(s): 101-70751-5346
Recommended Motion: Authorize staff to contract with Community enCompass for temporary staffing services during the 2022 maintenance season.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐	



CITY OF MUSKEGON CONTRACT FOR TEMPORARY STAFFING SERVICES

This Agreement is effective upon execution between the City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49440 (“City”) and Community enCompass, of 1105 Terrace Street, Muskegon, MI 49442 (“Contractor”), with reference to the following facts:

RECITALS

- A. Contractor requested to partner with the Public Works Department to maintain parks, landscaping and other facilities throughout the city, primarily in the McLaughlin and Nelson neighborhoods.
- B. Contractor agrees to provide approximately ten to fifteen staff, with one supervisor per team of four to five students, to support the Public Works Department in maintaining the parks, landscaping and other facilities.

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

- 1. **Services.** Contractor shall provide the following services:
 - a. Picking up loose debris and refuse (trash), emptying refuse containers, cleaning restrooms, maintaining landscaping by removing weeds and other undesirable plants and items, and performing other cleaning and maintenance tasks as designated by Public Works Department Staff in parks and other City-owned properties. This effort is primarily envisioned at Marsh Field, McLaughlin Community Park, Clara Shepherd Park, the Dog Park, and Campbell Field, however other parks or properties may be assigned by Public Works Department Staff in consultation with Contractor.
 - b. During the months of June, July and August, the contractor will provide up to 35 hours of labor per week per employee. During September and October, the contractor will provide a reduced workforce to support critical efforts. The employees are students and will not have as much availability during the school year.
- 2. **Equipment.** The City shall supply safety equipment mandated for employees while on assignment with the City, together with other equipment described herein.
 - a. The City shall supply hand-operated equipment that directly supports the tasks described in this agreement and other duties as assigned by Public Works Department Staff in consultation with the Contractor; examples of this equipment

includes hand tools such as rakes and spades, and cleaning equipment such as brushes and bottles. The City will provide materials to support the efforts, such as paper towel(s), cleaning solutions and refuse bags.

- b. If available for use, the City may supply a motor vehicle and/or utility trailer to assist with refuse disposal, carrying equipment and staff relocation, based from the City's Public Works Facility at 1350 E. Keating Avenue, Muskegon, MI 49442, for Contractor's use. All operators of such a vehicle and/or utility trailer must be licensed within the State of Michigan to operate a motor vehicle and carry a current driver's license. The City will provide materials to support the vehicle, such as gasoline.
 - c. The City will perform any required maintenance on City-owned equipment. The City reserves the right, in its sole discretion, to withdraw the use of equipment if deemed in the best interest of the City. Any damage caused to rented or supplied equipment is the responsibility of the Contractor.
 - d. In the event the City is unable to provide equipment, and upon written approval from City, the Contractor may rent equipment that is deemed necessary for the Services. The City will provide materials to support rented equipment, such as gasoline and other consumables not included in rental costs. Maintenance of rented equipment shall be the responsibility of the Contractor. The City will reimburse the cost of the equipment rental at actual cost, including maintenance costs.
3. **Expenses.** Contractor shall be responsible to pay for all expenses incurred by Contractor related to the performance of its duties under this Agreement, except as described in Section 2.d of this agreement.
4. **Contract Billing.** City agrees to pay Contractor, in full consideration for the complete performance of Contractor's obligations under this Agreement:
- a. Youth will be paid at a rate of \$12/hour.
 - b. Supervisors will be paid at a rate of \$15/hour.
 - c. For all labor, Contractor will bill a markup of 37.5% to cover taxes, insurance and administrative costs. Expenses, when reimbursable, will be billed at actual cost.
5. **Payment.** Contractor shall submit detailed invoices on a monthly basis for the prior month's services. Payments according to this agreement are invoiced and paid on a monthly basis. Requests for payment shall be submitted on a detailed invoice to the City monthly for the previous month. The City agrees that payment shall be due on net 30-day terms.
6. **Specific Reservations.** City reserves the right to discontinue its use of temporary employees from contractor as it determines appropriate.

7. **Terms and Termination.** This Agreement shall be effective on the date of execution, and shall remain in full force and at the same terms through October 31, 2022, with an option to renew for an additional term, if mutually agreed upon by both parties as memorialized in a written and signed agreement.

8. **Commencement and Damages.**

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

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

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

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

9. **Insurance and Indemnity.**

- a. **City Insurance Requirement.** The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to City of Muskegon. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.
- b. **Worker's Compensation Insurance,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- c. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form

General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

- d. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles
- e. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Muskegon, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the City of Muskegon may have in effect shall be considered secondary and/or excess.
- f. **Cancellation Notice:** Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Muskegon, Finance and Administrative Services Director, 933 Terrace St, PO Box 536, Muskegon, Michigan 49443-0536.
- g. **Proof of Insurance Coverage.** Contractor shall provide the City at the time the contracts are returned for execution, certificates and policies endorsing the City as additional insured as listed below:
 - i. Two (2) copies of Certificates of Insurance for Workers' Compensation Insurance, if applicable;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and
 - iii. If so requested, Certified Copies of all policies mentioned above will be furnished.

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

- h. **Indemnity.** Contractor shall indemnify and save harmless the City against and from all costs, expenses, liabilities, claims, suits, action, and demands of every kind or nature, including reasonable attorney fees, by or on behalf of any person, party, or governmental authority whatsoever arising out of Contractor's services performed

under this agreement, Contractor's failure to perform under this agreement, Contractor's use of City equipment, or Contractor's failure to comply with any laws, ordinances, requirements, orders, directions, rules, or regulations of any federal, state, county, or local governmental authority.

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

11. **General Provisions.**

- a. **Notices.** Any notice that either party may give or is required to give under this Agreement shall be in writing, specify the position, department and location assigned, and, if mailed, shall be effective on the day it is delivered to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing. Notices given in person are effective on the day they are given. Notices to the City must copy the City Attorney at 601 Terrace St., Muskegon, MI 49440.
- b. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.
- c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights nor obligations contained in this Agreement without express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.
- d. **Entire Agreement.** This Agreement and the documents specified in section 1 shall constitute the entire agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into, by, and between the parties with respect to the subject matter of this Agreement, and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.
- e. **Binding Effect.** This Agreement shall be binding upon, and to the benefit of, and be enforceable by, the parties and their respective legal representatives, permitted successors, and assigns.
- f. **Waiver.** City may waive all or any portion of damages without prejudicing its rights under this Agreement.
- g. **Severability.** Should any one or more of the provisions of this Agreement be

determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this agreement shall not in any way be impaired or affected.

- h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County District or Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.
- i. **Survival.** All representations, warranties, and covenants in this Agreement shall survive the signing of this Agreement.
- j. **Written Clarification.** In the event that there are inconsistencies within the Agreement, the Contractor shall immediately notify the City, in writing, for a determination, interpretation, clarification and/or prioritization of the inconsistencies.

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

Date: _____, 2022

CITY OF MUSKEGON

By: _____
Ken Johnson, Mayor

And: _____
Ann Meisch, Clerk

Date: _____, 2022

COMMUNITY ENCOMPASS

By: _____



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Equity Vision Statement
Submitted By: LeighAnn Mikesell	Department: City Manager's Office
Brief Summary: The city's Core Team has created an equity vision statement and is seeking formal adoption by the commission.	
Detailed Summary: Our draft equity vision statement began with the city's current vision statement and was built through answering the following questions. How do you define equity? What are the desired results? What would the results look like? What are desired outcomes? Current vision statement: Muskegon, The Premier Shoreline City Offering a Vibrant, Affordable and Ethnically Diverse City Where Citizens Feel Safe, Enjoy Their Neighborhoods and Have Access to Their City Government. Equity vision statement: Muskegon is an ethnically diverse city where we embrace differences and value relationships, access to city services and programs is universal, and people are engaged in community building. The diversity of our community is reflected in city businesses, events, boards, commissions and staff.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Adopt the equity vision statement presented by the city's Core Team.	
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 12, 2022	Title: Youth Programming -COVID
Submitted By: Oneata Bailey	Department: Community and Neighborhood Services
Brief Summary: Youth Programming Support	
Detailed Summary: CDBG Proposals received for the following programs will support local Youth Programs with CDBG-CV funding: Kids Power of Produce- \$ 15,000 Promoting Healthy food choices and programs for low-income families for children ages 3-13 West Michigan Lake Hawks in Flight Foundation INC – 30,000 Provide a UNITY event to focus on Mental Health for youth transitioning from COVID Proposals included.	
Amount Requested: 45,000	Amount Budgeted: 45,000
Fund(s) or Account(s): CDBG-CV	Fund(s) or Account(s): CDBG-CV
Recommended Motion: Approve the requests for funding to support Youth Programming.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
PROGRAM SUMMARY**

1. Agency Name: Muskegon Farmers Market
2. Service Headquarters: 242 W. Western Avenue Muskegon MI 49440
3. Service Mix: Indicate the mix or type of services to be provided. Kids Power of Produce Program - tokens and supplies for programming
4. Total Project Costs: \$18,000

Community Development Block Grant Funds	\$ <u>15,000</u>
Other Funds	\$ <u>3,000</u>
Total Funds	\$ <u>18,000</u>
5. Funding Sources: List below other funding sources and amounts of funds for this project.
Howmet Corporation Sponsorship
6. Project Service Area: List below the geographic areas (see map) the agency intends to serve through this project. In the event this project includes capital improvements, please indicate its location on the current City area map, estimated number of persons and indicate percent of service rendered and the area denoted by numbers on map.
Muskegon County Kids
7. Estimate the number and percent of lower income persons served by this project. Please specify by income category and household size. Following provides income categories and household size. Income category: extremely low (0-30% MFI), very low (31-50% MFI), low (51-80% MFI), household size: elderly household, single household, small family 2-4, large family 5 or more. If this question is not applicable to your organization/agency please specify. (see attached income guidelines)
We only have collected what information that told us what school district they lived in, not income levels but we can. 2019 we had 927 Kids register
8. Please provide your agency's most recent annual budget and audit if applicable. Some of the
See Attached Numbers:

<u>2019 + 2020 Budget included</u>	<u>93 - Muskegon Public</u>
<u>2020 - Pandemic did not do</u>	<u>62 - Oakridge</u>
<u>2021 - offered on limited basis</u>	<u>164 - Reeths Puffer</u>
	<u>28 - Orchard View</u>
	<u>10 - Muskegon Hts.</u>
	<u>223 - Mona Shores</u>

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
BUDGET FOR COMMUNITY DEVELOPMENT ACTIVITY
(Attach detail breakdown of project expenses. See example attached.)

PROJECT TITLE: Muskegon Farmers Market Kids Power of Produce		PROGRAM YEAR: 2022	
SUBCONTRACTOR: n/a		DATE: 3/26/22	
CONTRACT PERIOD: June 11, 2022		September 3, 2022	
ACCOUNT	CDBG SHARE	OTHER FUNDS	TOTAL PROJECT AMT
PERSONNEL	0	0	0
SUPPLIES & MATERIAL	\$5000	\$3000	\$8,000
CONTRACTUAL	0	0	0
OTHER (INCLUDING OVERHEAD) Tokens - reimbursement to Farmers	\$10,000	0	\$10,000
TOTAL	\$15,000	\$3,000	\$18,000



Of The Muskegon Farmers Market

Program Narrative:

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

The program has two missions:

- i. Create new shoppers of the Muskegon Farmers Market for the future
 - ii. We serve kids ages 3 – 13 years of age. We provide programming around healthy eating that encourages them to try new produce that can be purchased at the Muskegon Farmers Market. Weekly programming through culinary activities, healthy living lessons (ie: Yoga), and activities that gets them interacting with the farmers. Each week they check-in (we keep attendance) and receive \$2 worth of tokens to purchase fruits and vegetables at the market. We would like to increase tokens to \$4 worth in 2022. We hope this creates healthier eating habits and gets them to try things they maybe not have tasted before. We hear from parents all of the time that the program is working.
 - iii. Although the above is our main missions, we know that this program also helps low income families with providing access to healthy foods as well.
2. Describe the relationship of this project to the City's overall comprehensive neighborhood revitalization and community development efforts.

The Muskegon Farmers Market is in Nelson Neighborhood however it is an attraction for all of Muskegon County residents and beyond. On Saturdays during prime market time we attract approximately 10,000 shoppers. When the market moved to this location the desire was to attract more families to shop the market and our program started that first year. The program was thriving until the Pandemic hit in 2020 and we did not offer the program in 2020 and on a very limited basis in 2021. We want to have it make a great comeback in 2022 to help boost attendance at the market again as the pandemic has caused attendance to be really low in 2020 and better in 2021 but not to the volume we have had in the past. We have operated completely with volunteers and still have that commitment.

With this grant we would like to make the following additions/enhancements to the 2022 program:

- Increase the distribution of tokens from \$2/per week to \$4/per week per kid
- Culinary Activities at Kitchen 242 at least once a month that would feature healthy, local produce choices. The kids and their parents or guardians would be able to prepare this together and leave with food, the recipes and knowledge about how to make at home.
- We have reached out to the Boys and Girls Club asking if they would be interested in partnering on this.

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

Program will be offered at the Muskegon Farmers Market on Saturday morning starting June 11, 2022 and run through September 3, 2022 from the hours of 10:00 a.m. – Noon rain or shine (we may start at 9:00 a.m. and offer it for three hours in 2022)

Kids ages 3-13 will register the first few weeks and then check in weekly to get \$4 worth of tokens to purchase fruits and vegetables.

We will offer programming each week and some of programs will be:

- Culinary classes that will be held in Kitchen 242 (probably once a month)
- Yoga for Kids (two times)
- Farmers Market Bingo (once a month)
- Partnering with Muskegon Area District Library to do a monthly read
- Plant-a-Thon which has always been popular, the kids plant seeds in a container to take home: vegetables such as watermelons, green beans and other easy to grow vegetables (first two weeks of the program)
- We have many organizations that have facilitated activities with us like Muskegon Museum of Art, Muskegon Lakeshore Museum, some of our school districts will bring activities, etc.
- Marketing of the program: We have a Kids Power of Produce Facebook page that has over 1000 followers. We push promotion out through the Muskegon Farmers Market social media and Kitchen 242 social media. We have posters made and send to the local libraries as well as an electronic flyer that we send out to the school districts.

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

1. 2019 was our 6th year of offering Kids Power of Produce at the Muskegon Farmers Market. We did not offer in 2020 due to the Pandemic and then limited in 2021.

2. Our key measurement of success is how many kids are exposed to the program by registering and then the number of weeks that they check-in throughout the summer. We summarize that in our annual wrap-up newsletter. Another key performance indicator is the economic impact that it has to our community by money spent at the market through this program. We are including 2018 and 2019 newsletters and economic impact flyer that we started creating also.
 - We have nearly 1000 kids register for the program annually. Attendance using 2018 & 2019 as the example:
 - 2018: 959 enrolled in the program; 279 kids checked in at least four weeks of the program, we believe that it takes four times to instill new habits.
 - 2019: 927 enrolled in the program; 304 kids checked in at least four weeks of the program.
 5. Describe the system that will be used to organize and coordinate service delivery to new applicants or returning clients seeking assistance. This case management system should include provisions for additional screening, intake processing referral linkage, case monitoring and follow-through
 - a. One of our goals has been to work with Muskegon Public Schools more to get the word out about our program to attract more kids from MPS. Getting ahead start on marketing materials way before school is out into teachers hands.
 - b. One year we also created a small size flyer and worked with Kids Food Basket to insert in to sack suppers, we would like to accomplish this in 2022 also but has to be coordinated way before school ends for the year.
 - c. We have a passport to good health printed which allows us to keep attendance each week – we collect some demographic information and can easily add a question about income levels and would probably do that with the income category ranges.
 - d. We already collect data on school districts so we can easily measure the increase of kids coming to our program that attend Muskegon Public Schools
 - e. We have specifically reached out to the Boys and Girls Club to see if there is a possibility of getting a group of their kids to the market every Saturday (or most Saturdays) as part of their regularly scheduled programing as well as participating in some culinary programs that we may offer.
 6. Describe the full staff component necessary to provide services proposed and their qualifications:
 - a. Renae Hesselink, Manager of Kitchen 242 and Vice President of Sustainability with Nichols has been the program manager since the inception of Kids Power of Produce. Her duties include:
 - i. Fund-raising
 - ii. Coordinating the printing of passports and marketing collateral
 - iii. Weekly Programing coordination
 - iv. Volunteer Recruiting
 - v. Managing the budget
 - vi. Wrap up at the end of the year
-

- b. Women's Division of the Chamber of Commerce have had 4 volunteers come each week for the first six years and last year to manage the check-in of kids to receive their tokens
 - c. Over the years we have had several interns either from Michigan State University and/or FoodCorp Volunteers
 - d. A number of non-profit and for-profit organizations have supported our weekly activities by being there to help facilitate.
 - e. Howmet Corporation has been a corporate sponsor since the beginning and often their employees will also be on-site to volunteer
7. Describe the agency's capabilities for carrying out this project, how it fits into the agency's overall program and what resources will be used to support
- a. This program has been a good addition to the farmers market along with the Senior Power of Produce program that was added a couple of years after the kids program was a success. It has attracted families to come to the market and we have heard parents say that they really didn't want to get up on a Saturday morning to go to the market but their kids wouldn't leave them alone so they did.
 - b. The market staff manages the token reimbursements with the farmers and keep track of the dollars spent and turned in.
 - c. Market staff also fields questions about the program with parents that either call the market or stop into the office.
 - d. Everything else is taken care of by our long-time, dedicated volunteers.
8. Describe the agency's project evaluation plan. Indicate what will be measured or assessed and how this evaluation will be used to determine whether the project is meeting its goals.
- a. We will continue to collect and report the data we have been collecting (age, school district, zip codes)
 - b. We will add an income level range to our questionnaire
 - c. We are open to other suggestions also that will help this program be valuable to more
9. Provide a plan for coordinating services with other agencies. Document any commitments in writing.
- a. We need help getting the word out more than anything. Agencies we have relationships with that we will ask to help us:
 - i. Boys and Girls Club
 - ii. Muskegon Area District Libraries & Hackley Public Library
 - iii. All 13 School Districts in Muskegon County, especially Muskegon Public Schools
10. Describe the agency's capability in assuring that the proposed program will benefit low to moderate-income clients
- a. Nearly 90% of students in Muskegon Public Schools qualify for free & reduce meals. We don't know how many of them are in our age range for the program (age 3-13) however we know we must do greater work to get them to come to the farmers market.
11. Describe the functions of the Agency's Board of Directors and how it was involved in the development and submission of this proposal.
- a. The farmers market does not have a formal Board of Directors. There is an advisory committee made up of mostly vendors/farmers at the market. You will see by the enclosed impact flyer how much the farmers are impacted financially by the Kids Power of Produce and in surveying them over the years, they like this program.

12. Please address the following questions in your narrative:

- a. How many persons were served by your agency last year? Again reporting pre-pandemic, 2019, we had 927 kids enroll in the program and farmers received \$5,843 from this program (don't know how many individual farmers were impacted)
 - b. Was the proposed service/project provided previously by your agency? Yes, we have been offering this program since 2014.
 - c. Does your agency/organization have a fee schedule for this particular service/project? It has been pretty simple: \$2/per kid/per week and want to increase it to \$4/per kid/per week in 2022
-

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
PROGRAM SUMMARY**

West Michigan Lake Hawks in Flight Foundation INC

1. Agency Name: _____
2. Service Headquarters: 495 Sumner Ave, 1050 7th Street – Heritage Landing, McGraft Park
3. Service Mix: Indicate the mix or type of services to be provided.
_Food, Fun, Activities, Music, Resource tables, Back to School supplies, Law Enforcement, Basketball
4. Total Project Costs: _____ \$35, 024 _____

Community Development Block Grant Funds \$ _____ \$31, 824

Other Funds \$ 3,200

Total Funds \$ _____ 35,024
5. Funding Sources: List below other funding sources and amounts of funds for this project.

MyAlliance-\$1100, G.U.N.S. - \$500, Community donations - \$1600
6. Project Service Area: List below the geographic areas (see map) the agency intends to serve through this project. In the event this project includes capital improvements, please indicate its location on the current City area map, estimated number of persons and indicate percent of service rendered and the area denoted by numbers on map.
All geographic area will be served by this project, but directly in the middle would be Jackson Hill, Campbell Field, Glenside, with expected 2,000 to 4,000 people attending. % of service rendered is 100% because it is all encumbrance of the Neighborhoods indicated.
7. Estimate the number and percent of lower income persons served by this project. Please specify by income category and household size. Following provides income categories and household size. Income category: extremely low (0-30% MFI), very low (31-50% MFI), low (51-80% MFI), household size: elderly household, single household, small family 2-4, large family 5 or more. If this question is not applicable to your organization/agency, please specify. (see attached income guidelines)
Extremely Low 60%, Very Low 30%, Low 20%, and Low(80%)- 10%- I think the extremely low would be a higher percentage because the event will be very cost affordable, compared to other activities that the low can afford to cover the cost on. The household size for these events will fall between the 3 people – 8 people range, just because it is sometimes easier to be a part of a smaller family cost effective event.
8. Please provide your agency's most recent annual budget and audit if applicable. N/A

See Attached

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
BUDGET FOR COMMUNITY DEVELOPMENT ACTIVITY
(Attach detail breakdown of project expenses. See example attached.)

PROJECT TITLE: Youth Events – UNITY beyond Covid		PROGRAM YEAR: 2022	
SUBCONTRACTOR: West Michigan Lake Hawks in Flight INC		DATE: July 2022	
CONTRACT PERIOD: May 1- August 1, 2022			
ACCOUNT	CDBG SHARE	OTHER FUNDS	TOTAL PROJECT AMT
PERSONNEL-speakers, youth	10,000	\$1,000	\$11,000
SUPPLIES & T-shirts, giveaway MATERIAL	10,000	1200	11,200
CONTRACTUAL - DJ Cook, Clean up crew	1824	500	2324
OTHER (INCLUDING OVERHEAD) Inflatables, Activities, Hotels For MC, Youtubers, Tik Tokeer	10,000	500	10,500
TOTAL	\$31, 824	\$3, 200	\$35, 024

West Michigan Lake Hawks in Flight Foundation Inc
COMMUNITY AND NEIGHBORHOOD SERVICES
COMMUNITY DEVELOPMENT
PROGRAM NARRATIVE

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

The proposed project will meet the needs of the Muskegon residents by allowing them to be able to transition back out to the community after a 2-year pandemic. The pandemic took a toll on a lot of people mental health these past years, especially our youth. Our youth shared how they lost love one, friends, and struggled themselves with depression, and thoughts of suicide. . These projects would be a breath of fresh air for the students and their families to enjoy some fresh outdoor air with activities. The activities would allow people to distance if need be put be around people who in UNITY, with peace.

Meet the needs of Muskegon residents by allowing a day of UNITY for families, especially youth to come together in peace. Enjoying the outdoor with food, fun and different vendors, back to school supplies and resource to help people with everyday living, and water sports for youth. Services will not be duplicated because there is not event that allow for a large family UNITY event in one spot.

2. Relationship to the city overall comprehensive neighborhood revitalization and community efforts. Would be youth activities, that meet the need of the youth. With COVID youth took a even harder stance with losing loved one, having to adapt to working remotely, which mentally forced some of our youth to contemplate suicide. These activities would allow for youth programming.

3. The proposed services will allow the events that one will focus on the youth's mental health coming out of COVID by allowing no separation of schools, but youth joining together to meet sport figures in the community, while enjoying the inflatables representing those sports. Along with some former students who have graduated from the Muskegon County area, coming back to encourage, motivate, and share their experiences, of how they were able to cope with the pandemic. Coping illustrating how some great experiences and entrepreneurship have been created, during what the world faced as a world take over pandemic. Along with all the great activities, and music presented. We will have the mobile doc on site to administer any shots or boosters that people may need.

Proposed service and mix will be delivered by way of events available for youth and families, to come together and listen to music, have inflatables, receive resources to meet a need.

4.

I have been providing services for youth since 1998. I was fortunate enough to take over Mona Lake Park in 2017, doing a "We R One" CommUNITY event. It was an event that brought Law Enforcement, Community together as one. I was able to have Michigan State Police Helicopter come to the event to show people the helicopter. Muskegon Sheriff Department brought the seat belt Converter pit . Back to school under clothes, socks and back packs were given out to the youth. Chief of police was gracious enough to be in the dunk tank. Vendors came out with resource tables to provide services to the community. It was very successful bridging the gap between the community and law enforcement.

I have been instrumental in carrying out many fill in the gap services. When are youth admitted that all of them would not be going to college and need hands on experiences, we were able to start doing the renovation of Muskegon Heights high school, by redoing their wall painting, landscaping, redoing the concession stand, added a PA system to their press box, and painting the stairs going to the press park? We had volunteers from the community, United Way, teachers and students to chip in with projects. Very successful with the 50 plus volunteers that participated in it.

Likewise, when we had a G.U.N.S. meeting prior and during Covid youth shared with us that they had been through depression and have tried to commit suicide because dealing with life, and now the Covid was a lot on them as a person. Seeing friends, family members and the daily news of people passing away was a whirlwind. This was an event I considered to be overly successful, because the youth felt free to speak out with adults about their deepest secrets, and struggles. Having that honesty warranted us to continue to have a monthly meeting whether it was with G.U.N.S. or in school meetings to help and encourage youth to want better. I also followed up with surveys asking students how they were doing during the Covid, with 189 student responses, they shared with me, they need a breather. They need activities that they could come to that were peaceful, with activities, and people they could relate to. An event that didn't matter where they lived, or what school they attended, just a come together.

5. With us working with past agencies, like Michigan State Police, Muskegon Sheriff, Muskegon Heights Police Department, Muskegon Public Safety, Social Justice Commission, United Way, Muskegon Heights Public Schools, Muskegon Schools, MyAlliance, Healthwest, Boys and Girls Club, YMCA, West Michigan Lake Hawks, G.U.N.S. Faith Based churches, to name a few will allow over 100 volunteers to support helping our youth work through Covid and the complications it presented throughout the last two years.

6. The full staff needed to make this necessary is our youth, law enforcement, community leaders, social justice commission, Lake Hawks in Flight Foundation Inc, US Café, G.U.N.S- Gaining UNITY through Non Violent Solutions, Pathfinders, Take Back Muskegon, Lakeside Business District, Muskegon Career Tech Center, Health West, MyAlliance, Muskegon Sheriff Department, City of Muskegon, City of Muskegon Heights, Muskegon Public Health, Michigan State Police, Muskegon Public Safety, West Michigan Lake Hawks.
7. The agencies, volunteers and the organizations mentioned above gives a full staff component of qualified individuals that know the community in which they service to help bring some balance, encouragement, and help through the complications of the past two years Covid pandemic, and the new variants coming about.
8. The past mentioned agencies have the full capabilities of carrying out all programs and assuring no issues should arise. If anything presents itself, the listed partners, can handle it efficiently, and effectively with an expedient result.
9. The project evaluation will be measured in the number of attendees, the surveys administered, the fundraising profit from the event that has a small nominal fee to cover the water sports, the live music, and the cleaning up the park. Also, the agencies connection to individuals that needed services and were able to provide resource for them to obtain those services. Kids given back to school supplies, and assured we address any homeless identified.
10. Coordinating services are with several organizations. Lake Hawks in Flight Foundation Inc will cover necessary insurance for event, My Alliance will cover the inflatables for the event, City of Muskegon

will partner to help carry out the order of the event, Muskegon Convention Center will allow for us to partner for a nonprofit rate for Heritage Landing.

11. The agency capabilities will benefit low to moderate income clients because it is only a nominal fee being charged to attend some of the activities at the park. The sale of \$1,00 hot dogs, chips, will allow the extremely low-income families to be afforded the opportunity to eat, and enjoy the benefits of the park.
12. There is not an agency board of Directors on this project, but a committee made up of the City of Muskegon, City of Muskegon Heights, Neighborhood associations, and community members to plan, seek sponsorship, bring in related youth to encourage, motivate and mentor our youth attending these events.

Questions in narrative.

- a. Over 1000 people were serviced in events done last year.
- b. The service provided by our group was though zoom, walks & talks, bingo, shop with a cop, warmth for the winter, surveys.
It was funded by asking for donations, sponsorship, and sacrificing some of our own resources.
- c. No fee schedule for this project. It will be a nominal fee to get in, and some activities will be charges to help cover expenses associated with this event.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Youth Programming (Training)-COVID
Submitted By: Oneata Bailey	Department: Community and Neighborhood Services
Brief Summary: Youth Programming for Employment Training	
Detailed Summary: CDBG Proposal received for Access for All Apprenticeship Readiness Training Program through Michigan State AFL-CIO Workforce Development Institute: 1 Cohort fiscal year 2022- \$ 90,000 Annual training for Workforce Development training in Muskegon county for youth ages 18- 24. This would be the 1st of a proposed 3 year training cycle. Proposal included.	
Amount Requested: 90,000	Amount Budgeted: 90,000
Fund(s) or Account(s): CDBG-CV	Fund(s) or Account(s): CDBG-CV
Recommended Motion: Approve the requests for funding to support Youth Programming.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
CERTIFICATION
RESPONDENT IDENTIFICATION**

Michigan State AFL-CIO Workforce Development Institute 517.372.0784
Full Legal Name of Agency Telephone Number

419 S Washington Sq. Suite 300, Lansing, MI 48933
Legal Mailing Address of Agency

Access for All Apprenticeship Readiness Training program
Project Title

Colleen Sullivan Development Director
Contact Person Title

517.257.8714
Telephone

csullivan@miwdi.org
E-mail address

2/18/22
Submission Date

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
PROGRAM SUMMARY**

1. Agency Name: Michigan AFL-CIO Workforce Development Institute
2. Service Headquarters: In person classes held at 486 W. Western Ave., Muskegon, MI 49440
3. Service Mix: Indicate the mix or type of services to be provided.

The Access for All Apprenticeship Readiness Training program consists of a minimum of 272 hours of instruction. In addition to the core curriculum, case management and mentoring will be provided. Case managers will ensure that supportive services are provided. As a part of the instructional & evaluation phase students will participate in a community-based work experience project and a contractor meeting. Placement and wrap around services are also a part of the program. Finally, during the screening and intake process applicants that do not meet the minimum qualifications for the AFA program will be given appropriate referrals whenever possible.

4. Total Project Costs: \$180,000 per cohort x 3 cohorts = \$540,000

Community Development Block Grant Funds	\$ <u>\$270,000</u>
Other Funds	\$ <u>\$270,000</u>
Total Funds	\$ <u>\$540,000</u>

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

The Workforce Development Institute has a combination of State funds from both MEDC and MiLEO that it will be using to cover half the cost of each cohort (\$90,000 per cohort x 3 cohorts = \$270,000). These are committed matching funds. Yr 1 MEDC \$90,000, Yr 2 MiLEO \$90,000, and yr 3 MiLEO \$90,000.

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

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

WDI estimates that 60 individuals will be served by the Access for All program. It is anticipated that roughly 1/3 or 20 residents will fall into each of these income categories (extremely low = 20, very low = 20, low = 20) and roughly half or 30 will be single household with 20 being small family and 10 being large family.

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

See Documentation #7 Attached

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
BUDGET FOR COMMUNITY DEVELOPMENT ACTIVITY
(Attach detail breakdown of project expenses. See example attached.)

PROJECT TITLE: Access for All Apprenticeship Readiness Training program		PROGRAM YEAR: 2022 - 2024	
SUBCONTRACTOR: N/A		DATE: 2/14/22	
CONTRACT PERIOD: 3/1/22 – 7/1/24		Cohorts run in the early spring to line up with the hiring season for the industry.	
ACCOUNT	CDBG SHARE	OTHER FUNDS	TOTAL PROJECT AMT
PERSONNEL		\$141,249.33	\$141,249.33
SUPPLIES & MATERIAL	\$81,645	\$2,250	\$83,895
CONTRACTUAL	\$8,355	\$109,893	\$118,248
OTHER (INCLUDING OVERHEAD)	\$180,000 Participant supportive services	\$16,607.70	\$196,607.70
TOTAL	\$270,000	\$270,000	\$540,000

1. Access for All is a one-of-a-kind Apprenticeship Readiness program in that it was designed directly in partnership with the Michigan Building Trades and utilizes the North American Building Trades MC3 curriculum. This public-private partnership provides unique access to building trades professionals for underserved job seekers. This allows for a strong foundation of skills that are applicable to all the trades while facilitating career exploration and awareness. The flexible approach gives students a chance to try on different career paths while getting paid to learn. Furthermore, Access for All's equity focus removes barriers and provides supports that simply do not exist in other programs. While Muskegon has some programs at the college level that work to help participants prepare for jobs in some of the skilled trades, none of them take the wholistic approach that allows for previously disadvantaged and underserved populations to successfully compete for entry into careers in the building trades. The Access for All program will serve as an excellent next step for many of the youth exiting existing high school programs.
2. An analysis of the city of Muskegon's most recent action plans posted by the department of Community and Neighborhood Services shows clear alignment with the goals and outcomes of WDI's Access for All (AFA) Apprenticeship Readiness Training program. Specifically, the 5-year plan identifies "Increase employment among low to moderate income populations, including youth" as an objective and citizen input similarly states "Employment and Training Programs, and Educational Programs" as a top priority. The annual report goes on to cite "provide young people ages 24 and lower with activities and work opportunities during the year, or summer season" with "provide economic opportunities for low and moderate-income families, including youth" being an identified workforce need. Access for All is a paid workforce development opportunity designed to be accessible to economically disadvantaged individuals and youth ages 18-24. Graduates of the program are able to successfully compete for entry into high wage in demand careers within the Building Trades sector. The rigorous AFA curriculum also includes modules on financial literacy, soft skills, resume building, and workforce readiness. Additionally, case managers ensure peer mentoring and supportive services to remove barriers are built into the program. This can include assistance with childcare, transportation, clothing, etc. These essential program elements align with the supportive services identified by Muskegon for individuals receiving housing assistance. Muskegon has acknowledged the racial disparities that have created disproportionately greater needs in communities of color which is another link to the objectives of the equity focused AFA program. Not only is equity incorporated into every element of the program, but communities of color are one of the target communities for the program.
3. The Access for All Apprenticeship Readiness Training program consists of a minimum of 272 hours of rigorous instruction including OSHA 30, Lead, Silica & Asbestos Awareness, Construction Math, Diversity Awareness, Financial Literacy, First Aid/CPR, Tools and Materials and Trade Awareness. This will be delivered through a blend of online and in person learning which will take place on evenings and weekends from roughly November to March in alignment with the construction season. In addition to the core curriculum, case management and mentoring will be provided to help ensure positive outcomes. Personal Protection Equipment (PPE) is provided for all students during training. Case managers will ensure that supportive services such as childcare assistance, gas cards, tools, etc., are provided at the onset with emerging needs being addressed as they arise. Transportation will be provided as necessary for any field trips outside of the demonstrate area. Experiential learning is an important aspect of the program and each class participants in a four-day, community-based work experience program in partnership with the building trades. Participants have an opportunity to work as part of a construction crew and the building trades volunteers have an opportunity to evaluate the participants. The work experience projects, along with the contractor meetings helps facilitate placement for program graduates. Prior to the beginning of each class is an intensive recruitment phase. This begins in September/October with the local advisory board coming together to identify community focused strategies. By November active recruitment has begun with our community partners helping us to get the word out, make referrals, and host information sessions. Reverse referrals are also utilized with our building trades partners. WDI typically hosts a building trades job fair in partnership with the building trades as a part of recruitment efforts. Classes usually start in January and complete by March. The construction season in Michigan runs from March to November, depending on the weather, and the training schedule for Access for All aligns with the season to maximize employment opportunities for our graduates.
4. WDI has been successfully operating the Access for All program since 2014 with over 400 participants. The program has a 78% completion rate with 83% finding employment. Of those 74% are placed in the industry

and 55% end up directly in Building Trades Apprenticeships. Our equity driven outcomes are further reflected when you look at State Benchmarks for Active and New Apprentices. WDI's AFA program far exceeds these benchmarks in all 3 areas. The State reports 10.9% Active and New Apprentices that are women while Access for All has a rate of 37%. For people of color the State is at 12.4% and Access for All is at 56%. Finally in the youth category the State shows 21.8% and Access for All is at 59%. These outcomes have been successfully replicated in new communities as the program continues to expand. WDI tracks participants placement and completes follow up to determine our success rates. In addition to the success rates of our participants, evaluation and feedback is gathered from our Advisory Board, our participants, and our partners so that their feedback can be incorporated to strengthen Access for All.

5. WDI's case management process tracks demographic information, activities, supportive services, placement, and retention. WDI assigns a case manager to every AFA cohort. Upon receiving applications, interest forms, referrals, or leads, the case manager will work directly with the client to schedule them for an informational session and begin the assessment process. The in-depth screening process involves document collection, WorkKeys testing, objective assessment, a background screen, and physical and drug testing. The case manager works closely with the local advisory board and can make direct referrals to other agencies including MI Works! whenever appropriate. The final step in the process is a panel interview with staff and building trades representatives to determine acceptance in the program. Throughout the program the case manager will monitor participants progress and needs; detailed case notes will be kept, documenting supportive services, referrals, or other actions taken. The case manager verifies income and housing at intake so that outcomes can be assessed. Mentors, the Coordinator, and Instructors are a part of the supportive team for all participants and are instrumental in assisting with placement and follow-up.
6. Key positions within WDI's Access for All program are Director of Apprenticeship Readiness Training, Program Coordinator, Skilled Trades Instructors, Program Coordinator, & Case Manager. WDI's Director of Apprenticeship Readiness Training is also the Lead Instructor and has 30 years' experience, managing workforce development programs, designing curriculum, supervising staff, and delivering instruction. She has 19 years' experience managing apprenticeship readiness programs. The Program Coordinator has over 3 years of experiences working with the AFA Program. The Case Manager will be hired locally and WDI will look for someone who has experience serving our target communities. The Lead Skilled Trades Instructor has over 5 years of experience as a Laborers trainer and over 10 years of experience with apprenticeship readiness programs as a math instructor. WDI also hires program graduates as skilled trades instructors. WDI's CEO, who was a major force in helping to develop the Access for All program, has over 30 years in workforce development, basic education and economic development professional and management experience with adults, youth, and apprenticeship readiness programs. Additionally Access for All graduates return to serve as mentors for students throughout the program. Some of these graduates are now journey workers in their chosen trades.
7. WDI has nearly 10 years of experience implementing Access for All in communities across Michigan. The Access for All Apprenticeship Readiness Training Program was first developed by WDI in response to the need to create career opportunities in the building trades for job seekers in the City of Detroit. The program was also envisioned as a way to create an equitable and sustainable talent pipeline for the construction industry. WDI received a planning grant from the Detroit Regional Workforce Fund (DRWF) to work with industry stakeholders to develop Access for All. This collaboration which exists Statewide, has allowed WDI to establish eligibility criteria for the program to identify the candidates most likely to qualify for and benefit from apprenticeship readiness training. The collaborative also helped identify the academic requirements and training competencies necessary to meet the minimum standards for entry into the majority of the building trade's apprenticeship training programs. Since launching Access for All WDI has continued to improve and adapt this unique program. Access for All has been successfully implemented in 5 communities. Additionally, the Workforce Development Institute holds State Apprenticeship Expansion funds that have resulted in a Regional Implementation Consortium for which we have 35 partners working to support the expansion of access to Apprenticeships in Michigan.
8. WDI measures employment, income, & housing status at the start of the program. Graduates' placement is tracked, and wages are documented to determine the true impact of Access for All. Follow up occurs after placement to determine both placement and apprenticeship retention. The major measures of success will be

completion rate, employment rate, industry related employment, and apprenticeship placement. Over time we WDI will also be able to track those graduates who have successfully completed apprenticeships and become Journeyperson's.

9. Community collaboration is a cornerstone of WDI's approach. The Workforce Development Institute believes that relationships from grassroots organizations to elected officials are integral in keeping Access for All in touch with the needs of each community. Direct outreach happens in neighborhoods that have the greatest need and collaboration is sought for recruitment efforts, community-based projects, and program modifications. Community partners including churches, locally rooted organizations, and area non-profits are involved so that critical trust can be built, and doors can be opened to reach people who are often shut out from opportunities and underserved. With inclusion in mind WDI ensures the formation of a local Advisory Board made up of community leaders, service providers, area non-profits, funders, industry leaders, and other stakeholders. This creates a place for meaningful dialogue to strengthen the program and meet needs across the spectrum.
10. WDI has over 35 years of experience serving low-income populations in a variety of capacities and understand the unique challenges faced by under resourced communities. This knowledge was applied to the design of Access for All, ensuring an accessible pipeline for economically disadvantaged individuals into the skilled trades. Recruitment efforts are intentional and accessible. AFA's Local Advisory Board and partners are instrumental in disseminating information to those most likely to benefit from skilled trades training. Equity is an important component when serving low-income individuals so case management, barrier removal, and supportive services, help to ensure that students can successfully complete the program.
11. WDI's Board of Directors is composed of leaders with decades of experience in the skilled trades industry. They use their partnerships to ensure WDI is a driving force in the development of Michigan's workforce. Board members are committed to ensuring the highest standards for WDI programming by securing active partners within the building trades, ensuring sustainable funding, and serving as spokespersons for WDI's successes.
WDI's Board of Directors expresses their support and approval for the submission of this proposal to the City of Muskegon. WDI's Board of Director's knowledge and feedback was essential in the development of WDI's Access for All Apprenticeship Readiness program. Although WDI's board is informed and aware of WDI staff's funding applications. Additionally, they review and approve grant proposals when necessary. They support all funding applications which will contribute to the mission of combating economic and environmental injustice by connecting the unemployed or underemployed with training and resources necessary to find gainful employment and transition Michigan to a cleaner, greener economy.
12.
 - a. Over 6,000 people received services through WDI last year either directly through our training programs or in our capacity as a MI Works! contractor. Nearly 700 of those had contact with our AFA program.
 - b. Access for All has not been offered in Muskegon previously however the program launched in 2014 in Detroit. AFA has since expanded to 5 communities and is funded by a variety of public/private grants ranging from state funds, to municipalities, and United Way to the Kellogg Foundation.
 - a. NO



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Sale – 207 E Walton, 283 E Walton & 692 W Grand
Submitted By: Mike Franzak	Department: Planning Department
Brief Summary: City staff is seeking authorization to sell three of the City owned vacant lots to Firm Engineering Construction Group LLC.	
Detailed Summary: Firm Engineering Construction Group LLC will be constructing three single family homes on the lots owned by the City of Muskegon. They will be sold for 75% of the True Cash Value (TCV) per policy. The total selling price will be \$9,000. The properties are located in the Brownfield Development area. The homes will be constructed within eighteen (18) months.	
Amount Requested: None.	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the Code Coordinator to work with the developer and complete the sale of the three City owned buildable lots as described and to have the Mayor and Clerk sign the deed.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Agreement") is made 3/29, 2022 ("Effective Date"), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **Firm Engineering Construction Group LLC**, a Georgia limited liability company, of 2771 Lawrenceville Highway, Suite 201, Decatur, Georgia 30033 ("Developer"), with reference to the following facts:

Background

A. Developer has submitted a proposal to City dated 3/29/22 ("Developer Proposal"), pursuant to which Developer proposes to purchase and develop three (3) vacant properties located in the City of Muskegon, Muskegon County, Michigan, commonly known as 207 E. Walton Avenue, 283 E. Walton Avenue, and 692 W. Grand Avenue, and each legally described on the attached **Exhibit A** (each property individually, a "Parcel" and collectively "Project Properties").

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

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

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

2. **Purchase Price.** The total purchase price for the Project Properties shall be \$9,000.00, which shall be paid in cash or other immediately available funds at Closing (defined below). The total \$9,000.00 purchase price for the Project Properties shall be allocated to each Parcel as follows:

<u>Property Address</u>	<u>Purchase Price</u>
207 E. Walton Avenue	\$2,025.00
283 E. Walton Avenue	\$2,400.00
692 W. Grand Avenue	\$4,575.00

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

3. **Construction and Development Requirements.**

a. **Construction Dates.** Developer's development and construction of the Project shall commence within thirty (30) days of the Effective Date of this Agreement ("Construction Commencement Date") and the Project shall be completed no later than the date that is eighteen (18) months after the Construction Commencement Date. For purposes of this paragraph, commencing construction means furnishing labor and materials to at least one Parcel of the Project Properties and beginning installation of the approved single-family home(s). Completing construction means the issuance of an occupancy permit by City for all of the Project Properties.

b. **Construction Details; Purchase Price Reimbursement.** Developer's construction and development of the Project Properties shall be in substantial conformance with its plans and

specifications provided to City in the Developer Proposal or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for each of the Project Properties upon Developer's satisfaction of the following design standards for each single-family home it constructs on the Project Properties:

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

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 283 E. Walton Avenue, Developer would be reimbursed \$1,440, which is 60% of the \$2,400 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel.)

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

a. Developer does not commence construction as described in Paragraph 3(a) by the Construction Commencement Date, in which case title to all of the Project Properties shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below.

b. Developer does not complete construction of all Project Properties as described in Paragraph 3(a) by the Construction Completion Date, in which case title to any of the Project Properties that are not complete by the Construction Completion Date shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below.

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

In addition, if any or all of the Project Properties revert to City, City may retain the purchase price for such Project Properties free and clear of any claim of Developer or its assigns. In the event of reversion of title of any or all of the Project Properties, improvements made on such Project Properties shall become the property of City. In no event shall the Project Properties be in a worse condition than upon the date of

Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

5. **Waiver of Water/Sewer Connection Fee.** Upon the condition that all Project Properties are completed no later than the Construction Completion Date, City agrees to waive the water/sewer connection fee for all Project Properties.

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

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

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

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

10. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Properties within thirty (30) days after the Effective

Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason, Developer shall notify City in writing of Developer's dissatisfaction prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

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

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

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

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

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

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

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

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

14. **Default.**

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

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

15. **Closing.**

a. **Date of Closing.** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than June 1, 2022 ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

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

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

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

17. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

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

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

To Developer: Firm Engineering Construction Group LLC
Attn.: Ike Denny
2771 Lawrenceville Highway, Suite 201
Decatur, GA 30033
Email: ande-coe@yahoo.com

18. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

DEVELOPER:

CITY OF MUSKEGON

**FIRM ENGINEERING CONSTRUCTION GROUP
LLC:**

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

By: *[Signature]*
Name: *Jke Dendy*
Title: *CEO*
Dated: *3/29/22*

By: _____
Name: Ann Marie Meisch
Title: Deputy City Manager
Dated: _____

Exhibit A

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

Parcel 1:

The West ½ of Lot 5, Block 200, of the Revised Plat of 1903 of the City of Muskegon.

Parcel No.: 61-24-205-200-0005-00

Commonly known as: 207 E. Walton Ave., Muskegon, MI 49442

Parcel 2:

Lot 3, Block 199, of the Revised Plat of 1903 of the City of Muskegon.

Parcel No.: 61-24-205-199-0003-00

Commonly known as: 283 E. Walton Ave., Muskegon, MI 49442

Parcel 3:

All of Lot 13, Block 411, and that part of Lot 12, Block 411, of the Revised Plat of 1903 of the City of Muskegon, described as commencing at the Southwest corner of Lot 12, thence East 34.1 feet, thence North 01 degrees, 27 minutes, 30 seconds West 165.5 feet, thence Westerly 25.28 feet to the Northwest corner of said Lot, thence South to the beginning.

Parcel No.: 61-24-205-411-0013-00

Commonly known as: 692 W. Grand Ave., Muskegon, MI 49441

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Sale of the West half of 1991 Clinton to be combined with 1974 Peck St.
Submitted By: Hope Griffith	Department: Planning Department
Brief Summary: City staff is seeking authorization to sell the West half of 1991 Clinton (City owned vacant lot) to La Familia Farms Property LLC.	
Detailed Summary: La Familia Farms Property LLC will be purchasing the adjacent property at 1974 Peck St for the construction of their business. They would like to purchase the West Half of 1991 Clinton that is directly adjacent to the South of their property for \$10,000 to combine with their property (map is attached). The True Cash Value of the entire vacant lot is \$20,000 per County Equalization. The City will retain an easement across the portion being sold due to a water main being located there. They will be utilizing this property for the parking lot.	
Amount Requested: None.	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the Code Coordinator to work with the developer and complete the sale of the City owned lot as described and to have the Mayor and Clerk sign the purchase agreement and deed.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made April ____, 2022, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace St. Room 202, Muskegon, Michigan 49440 ("Seller"), and **LA FAMILIA FARMS PROPERTY LLC**, a Limited Liability Company, of 2146 N. Kilpatrick Ave., Chicago, Illinois 60639 ("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:

CITY OF MUSKEGON PLAT A MUSKEGON HEIGHTS SOUTH 1/2 LOT 13
BLOCK 23

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. There will be an easement and right of way on this property to the Seller due to a watermain being located on the property.

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Ten Thousand and no/100 Dollars (\$10,000.00).

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 Buyer's attorney, 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 that this entire lot is under and easement and right of way in which to construct, use, repair, and replace the

watermain and appurtenant parts thereof and to enter upon the land to said easement and right of way for the purpose of construction, operation, maintenance, repair and/or replacement thereof. IT IS UNDERSTOOD that buildings, walls, trees, or any type of structure(s) which would inhibit the intended use of this easement will not be placed upon the Easement Property without the prior written consent of the Seller with the exception of the parking lot, landscaping and fencing. If any maintenance is required of the watermain; then it will be the responsibility of the Buyer to replace the ground covering that is removed (i.e. parking lot). The covenants in this paragraph shall survive the closing and run with the land.

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

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

8. **Real Estate Commission.** Buyer and Seller both acknowledge and agree that neither has dealt with any real estate agents, brokers or salespersons regarding this sale, and that no agent, broker, salesperson or other party is entitled to a real estate commission upon the closing of this sale. Buyer and Seller both agree to indemnify and hold the other harmless from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for a real estate commission arising from actions taken by the other party.

9. **Closing.** The closing date of this sale shall be on or before _____, 2022 ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

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

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

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

13. **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.

Buyer and Seller shall split any other closing costs.

14. **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

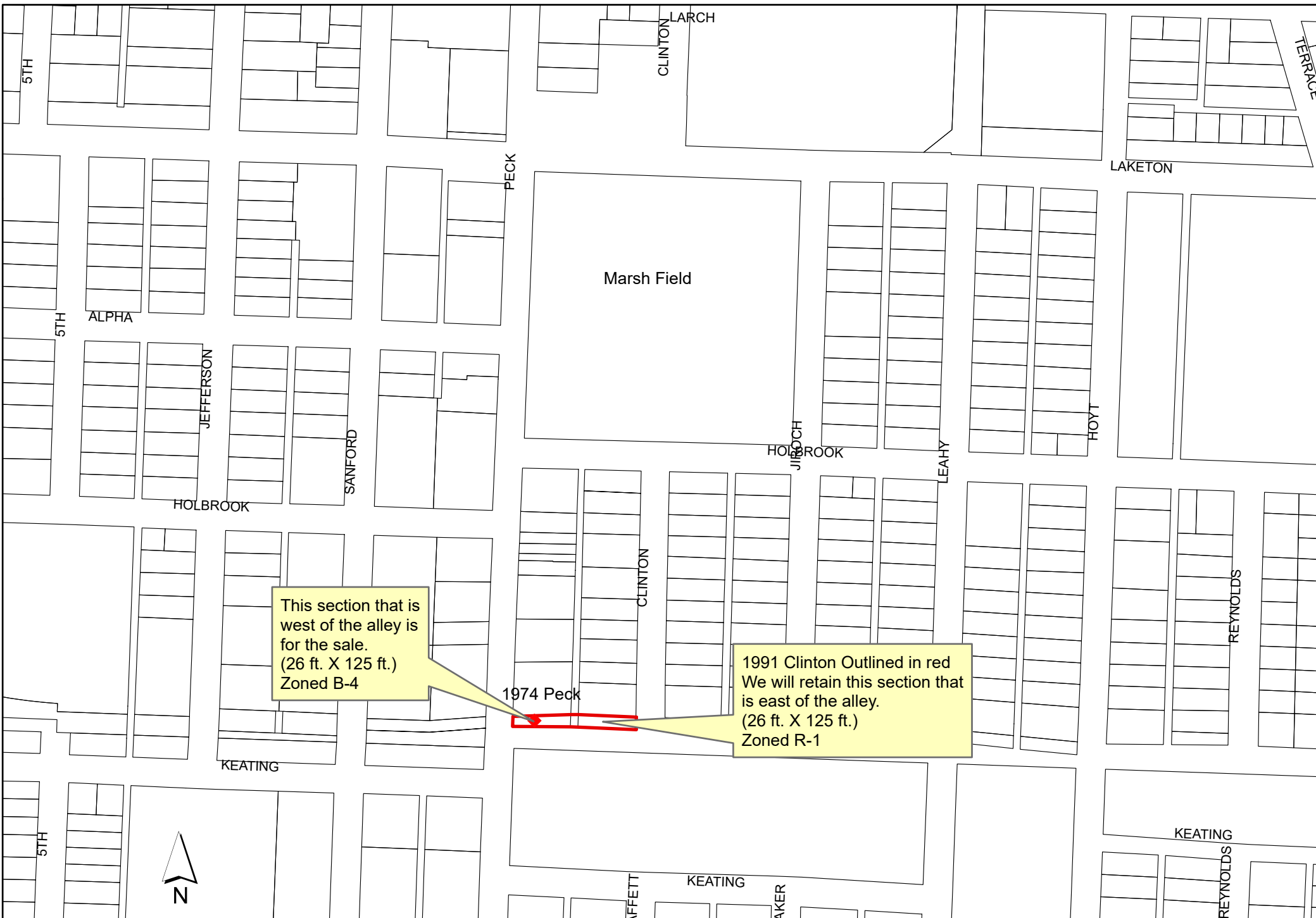
By _____
Ken Johnson, Mayor

Ann Marie Meisch, MMC, Clerk

BUYER:

La Familia Farms Property LLC
Fabian Limon, Manager and CEO

Sale of the West half of 1991 Clinton



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Sale – 1258 Wesley, 1364 Morgan, 1419 Ducey, 1428 Ducey, 1536 Ducey, 1539 Ducey, 1556 Albert, 1561 Albert, and 1488 Ducey
Submitted By: Hope Griffith	Department: Planning Department
Brief Summary: City staff is seeking authorization to sell nine of the City owned vacant lots to Stephens Homes and Investments LLC.	
Detailed Summary: Stephens Homes and Investments LLC will be constructing nine single family homes on the lots owned by the City of Muskegon. The properties are zoned R-1 (Single Family Residential). They will be sold for 75% of the True Cash Value (TCV) per policy. The total selling price will be \$38,925. Eight of the properties are located in the Brownfield Development area. The property at 1488 Ducey is the east 50 feet of 1476 Ducey (not located in the Brownfield Development area). The City will retain the remainder of 1476 Ducey for Fire Station #5 that is located adjacent at 1481 Marquette. The homes will be constructed within twenty-four (24) months.	
Amount Requested: None.	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the Code Coordinator to work with the developer and complete the sale of the nine City owned buildable lots as described and to have the Mayor and Clerk sign the deed.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Agreement") is made _____, 2022 ("Effective Date"), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **Stephens Homes and Investments, LLC**, a Michigan limited liability company, of 1042 Terrace Street, Muskegon, Michigan 49442 ("Developer"), with reference to the following facts:

Background

A. Developer proposes to purchase and develop nine (9) vacant properties owned by City, which are all located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit A** (each property individually, a "Parcel" and collectively "Project Properties").

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

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

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

2. **Purchase Price.** The total purchase price for the Project Properties shall be \$38,925.00, which shall be paid in cash or other immediately available funds at Closing (defined below). The total purchase price for the Project Properties shall be allocated to each Parcel as provided on Exhibit A.

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

3. **Construction and Development Requirements.**

a. **Construction Dates.** The parties acknowledge and agree that Developer shall have a period of twenty-four (24) months from the date of Closing to complete the Project ("Construction Period"), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

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

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	25%
Picture or bay window	25%
Shutter or other acceptable window treatments	25%
Underground Sprinkling	25%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 1556 Albert Avenue, Developer would be reimbursed \$3,037.50, which is 75% of the \$4,050 purchase price for this Parcel. If Developer completes all four design standards, Developer would be reimbursed the entire purchase price for this Parcel.)

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

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

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

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

In addition, if any or all of the Project Properties revert to City, City may retain the purchase price for such Project Properties free and clear of any claim of Developer or its assigns. In the event of reversion of title of any or all of the Project Properties, improvements made on such Project Properties shall become the property of City. In no event shall the Project Properties be in a worse condition than upon the date of

Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

5. **Waiver of Water/Sewer Connection Fee.** Upon the condition that all Project Properties are completed no later than the Construction Completion Date, City agrees to waive the water/sewer connection fee for all Project Properties.

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

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

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

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

10. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Properties within thirty (30) days after the Effective

Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason, Developer shall notify City in writing of Developer's prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

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

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

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

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

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

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

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

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

14. **Default.**

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

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

15. **Closing.**

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

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

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

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

17. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

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

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

To Developer: Stephens Homes and Investments, LLC
Attn.: _____
1042 Terrace Street
Muskegon, MI
Email: _____

18. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

DEVELOPER:

CITY OF MUSKEGON

STEPHENS HOMES AND INVESTMENTS, LLC

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

By: _____
Name: _____
Title: _____
Dated: _____

By: _____
Name: Ann Marie Meisch
Title: Deputy City Manager
Dated: _____

Exhibit A

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

- 1) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 335.
1556 Albert – Parcel # 61-24-611-000-0355-00
Price: \$4,050.00
- 2) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 275 EXCLUDING WEST 2 FEET THEREOF.
1561 Albert – Parcel # 61-24-611-000-0275-00
Price: \$4,050.00
- 3) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 408.
1419 Ducey – Parcel # 61-24-611-000-0408-00
Price: \$4,875.00
- 4) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 WEST 65.8 FEET OF LOT 444.
1428 Ducey – Parcel # 61-24-611-000-0444-00
Price: \$4,050.00
- 5) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 EAST 50 FEET LOT 450.
1488 Ducey – Parcel # 61-24-611-000-0450-10 – (Parcel # for 2023 tax year)
Price: \$4,050.00
- 6) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 453.
1536 Ducey – Parcel # 61-24-611-000-0453-00
Price: \$4,875.00
- 7) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 397 AND EAST 3 FEET LOT 398.
1539 Ducey – Parcel # 61-24-611-000-0397-00
Price: \$4,050.00
- 8) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 876 EXCLUDING EAST 10 FEET THEREOF.
1364 Morgan – Parcel # 61-24-613-000-0876-00
Price: \$4,875.00
- 9) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 250.
1258 Wesley – Parcel # 61-24-611-000-0250-00
Price: \$4,050.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/12/2022	Title: Placer.ai Software Subscription Renewal
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: The Economic Development Department has been utilizing the Placer.ai platform for one year, and is requesting that the City Commission authorize the automatic renewal of the platform as requested when initially passing the item in 2021.	
Detailed Summary: The Development Services Division has benefited greatly from this data tool, and strongly recommends its renewal. Not only have we utilized this software internally for our own tourism tracking, industrial park analysis, event attendance, and other functions, but we have been able to assist many other community stakeholders with reports such as Community enCompass, Muskegon County Visitors Bureau, Rebel Road, West Michigan Art Festival, Muskegon Area Chamber, and others. It has proven valuable, and still has other applications we are learning that will serve the city and its redevelopment well into the future.	
Amount Requested: \$16,000	Amount Budgeted: \$16,000
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: To approve the subscription agreement renewal 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**”)

Address: **933 Terrace Street
Muskegon, MI 49443**

Contact Person: Jake Eckholm

Email: **jake.eckholm@shorelinecity.
com**

Phone: (231) 724-6780

Billing Contact Email: **Jake.eckholm@shorelinecity.
com**

Placer Labs, Inc. (“**Placer**”)

Address: 340 S Lemon Ave #1277,
Walnut, CA 91789

Contact Person Adam Peacock

Billing Contact Person: Ethan Low

Billing Email*: accounting@placer.ai

Billing Phone*: 415-228-2444

*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:
 - o Accurate foot traffic counts and dwell time
 - o True Trade Areas displaying frequent-visitors-density by home and work locations
 - o Customers’ demographics, interests, and time spent at relevant locations
 - o Where customers are coming-from/going-to? Along which routes?
 - o Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - o 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
 - o Regular meeting with Placer Customer Success Team
 - o 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 reverse-

engineering, 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”

City of Muskegon

By: _____

Name:

Title:

Date:

“Placer”

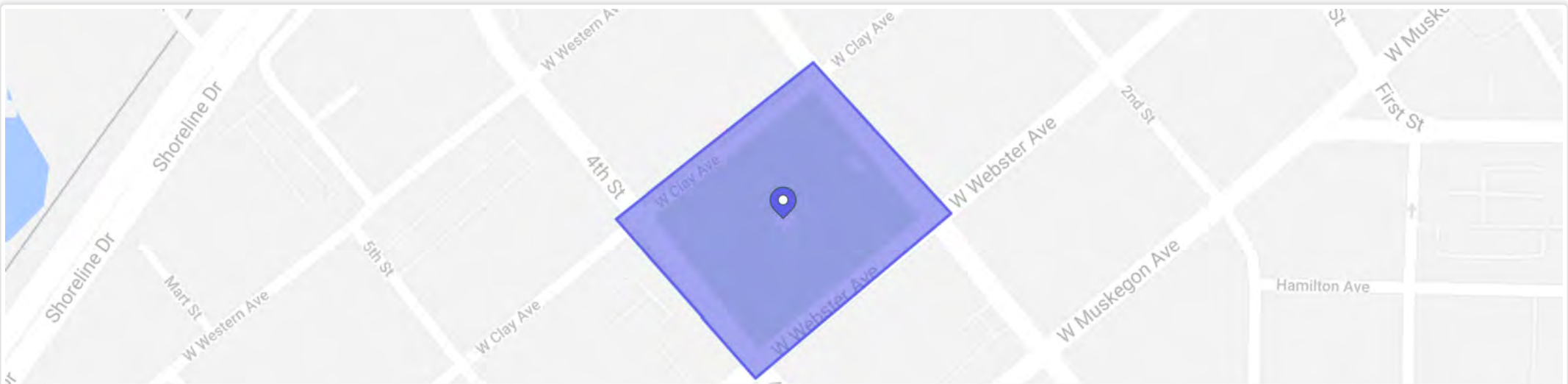
Placer Labs, Inc.

By: _____

Name: Noam Ben Zvi

Title: CEO & Co-Founder

Date:



Taste of Muskegon 2021

Hackley Park, Muskegon, 49440, MI

2021

Sep 24, 2021 - Sep 25, 2021

Data provided by Placer Labs Inc. (www.placer.ai)



Metrics

	Est. # of Customers	Est. # of Visits	Avg. Visits / Customer	Panel Visits
Taste of Muskegon 2021 / Hackley Park	11.8K	12.4K	1.05	285

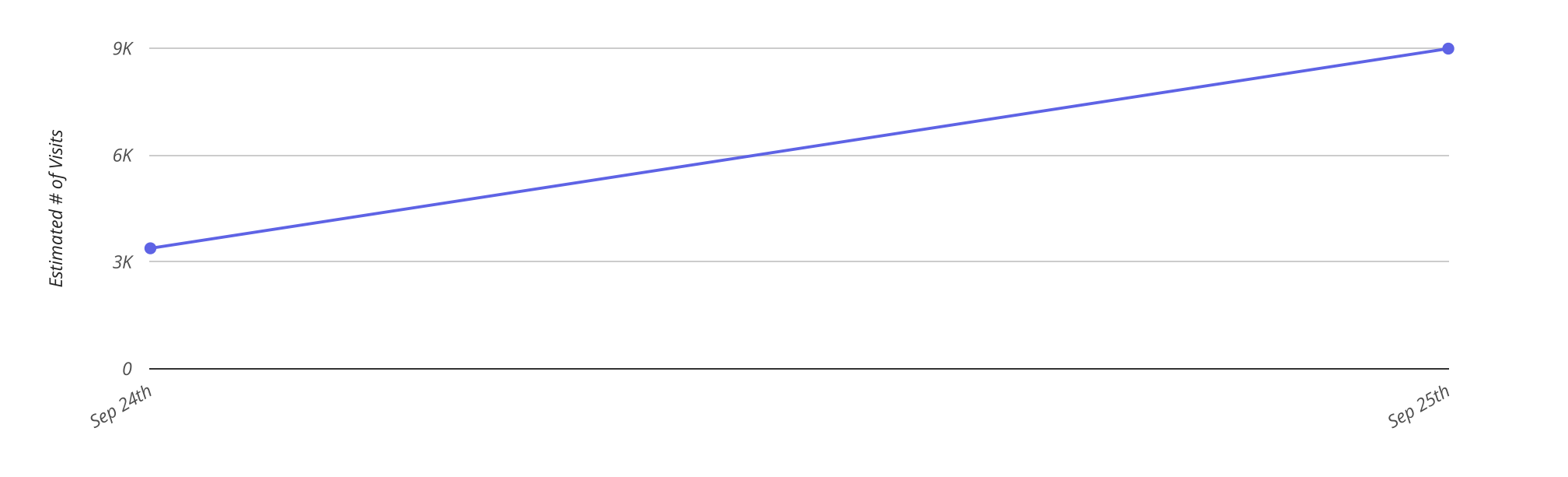
Sep 24, 2021 - Sep 25, 2021

Data provided by Placer Labs Inc. (www.placer.ai)



Visits Trend

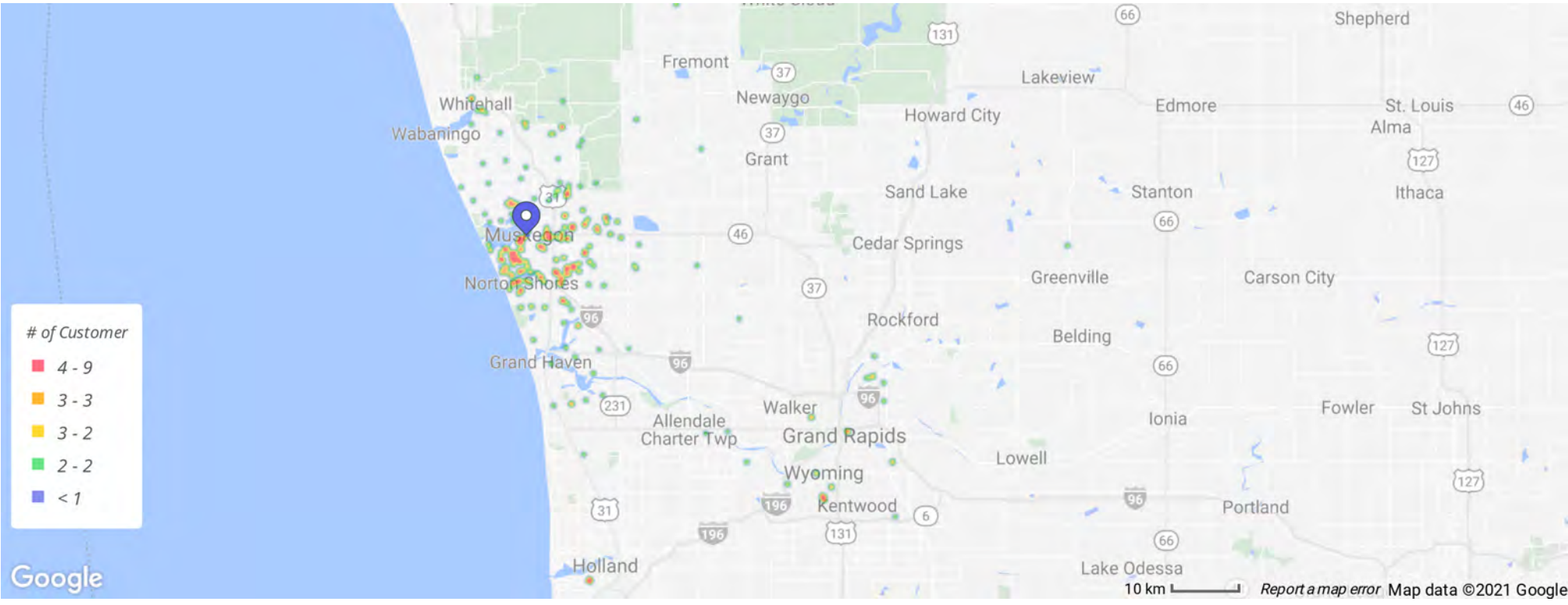
Taste of Muskegon 2021 / Hackley Park



Est. # of Visits | Sep 24, 2021 - Sep 25, 2021
Data provided by Placer Labs Inc. (www.placer.ai)

Trade Area - Home Location

● Taste of Muskegon 2021 / Hackley Park



Unique # of Customers | Showing Home | At least 1 visit | Sep 24, 2021 - Sep 25, 2021
Data provided by Placer Labs Inc. (www.placer.ai)

Ranking Overview - Category: Other

● Taste of Muskegon 2021 / Hackley Park

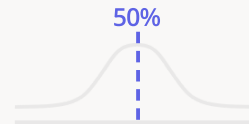
United States

3 / 5



Michigan

1 / 1



Local (15 mi)

1 / 1



Showing Category: Other | Metric Visits | Sep 24, 2021 - Sep 25, 2021
Data provided by Placer Labs Inc. (www.placer.ai)



Typical Customer Persona

Taste of Muskegon 2021



Ethnicity White

Income \$60K - \$75K

Sep 24, 2021 - Sep 25, 2021
Data provided by Placer Labs Inc. (www.placer.ai)



Favorite Places

Taste of Muskegon 2021 / Hackley Park

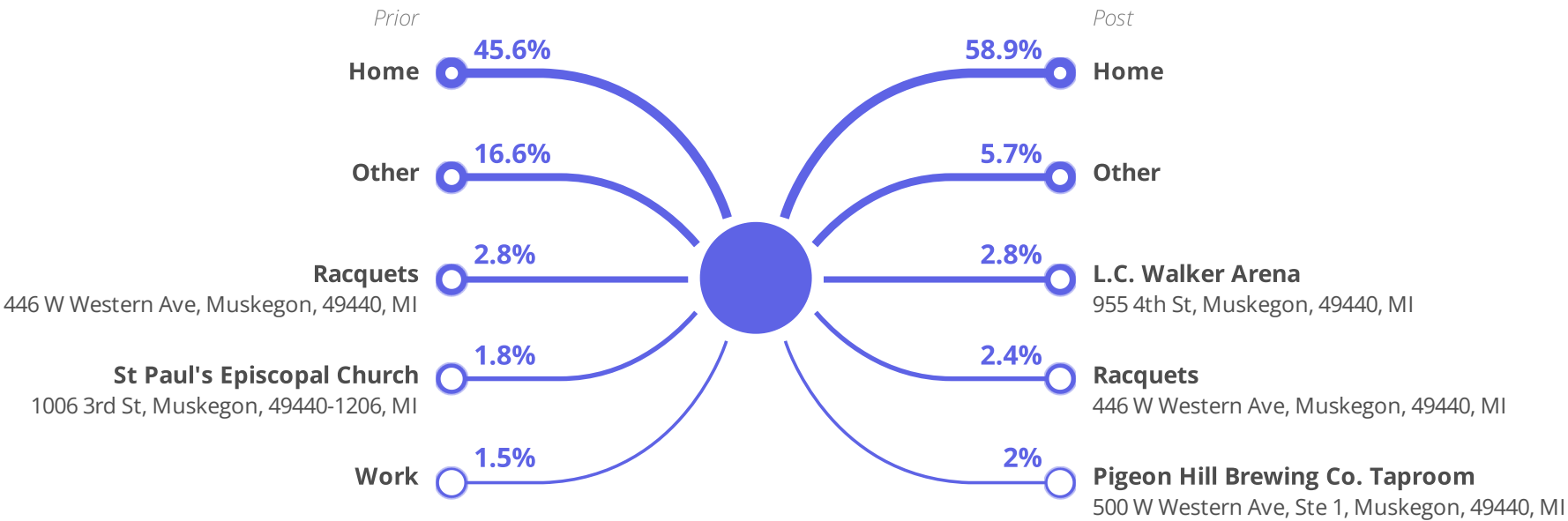
	<i>Place</i>	<i>Distance</i>	<i>Customers</i>
1	Lakes Crossing S Harvey St	6.27 mi	964 (8.2%)
2	Westshore Plaza E Sherman Blvd	3.44 mi	852 (7.2%)
3	Lakeshore Marketplace Harvey St	5.68 mi	826 (7%)
4	L.C. Walker Arena 4th St	0.16 mi	593 (5%)
5	Oakridge Middle School Hall Rd	7.27 mi	566 (4.8%)

At least 1 visit | Sep 24, 2021 - Sep 25, 2021

Data provided by Placer Labs Inc. (www.placer.ai)

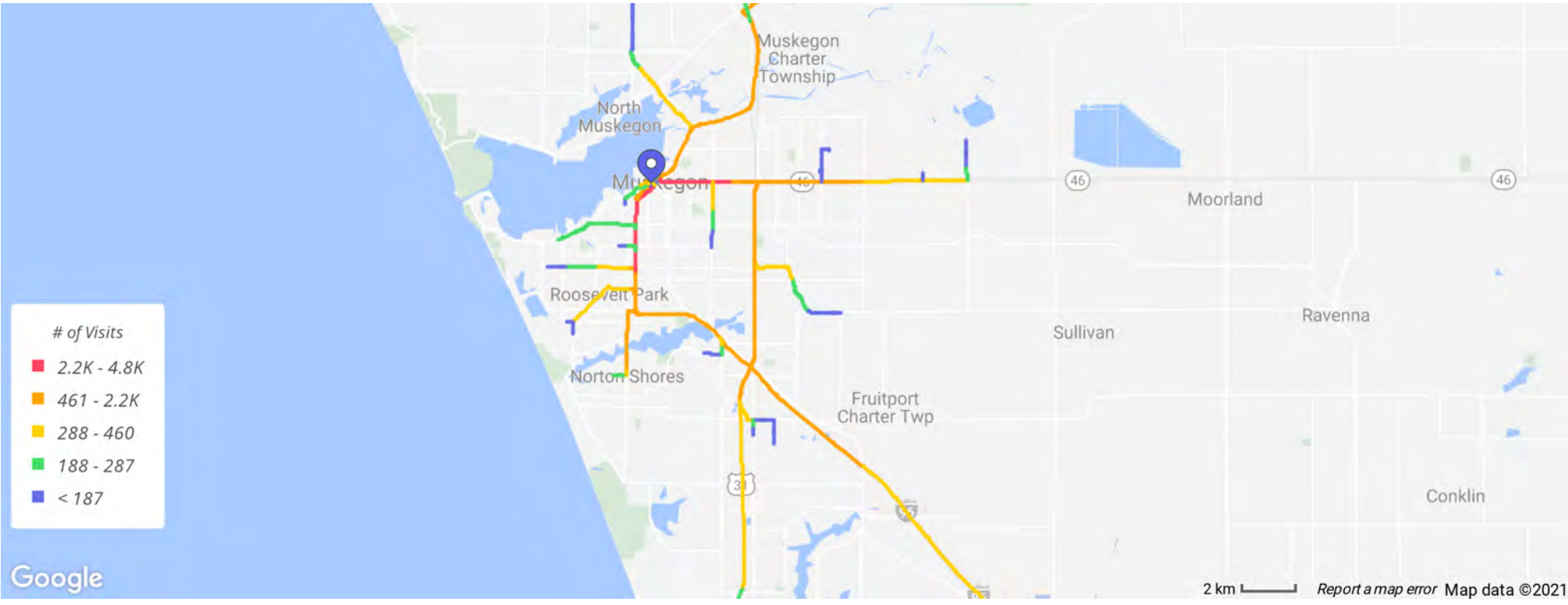
Customer Journey

Taste of Muskegon 2021 / Hackley Park



Customer Journey: Routes - Prior Location

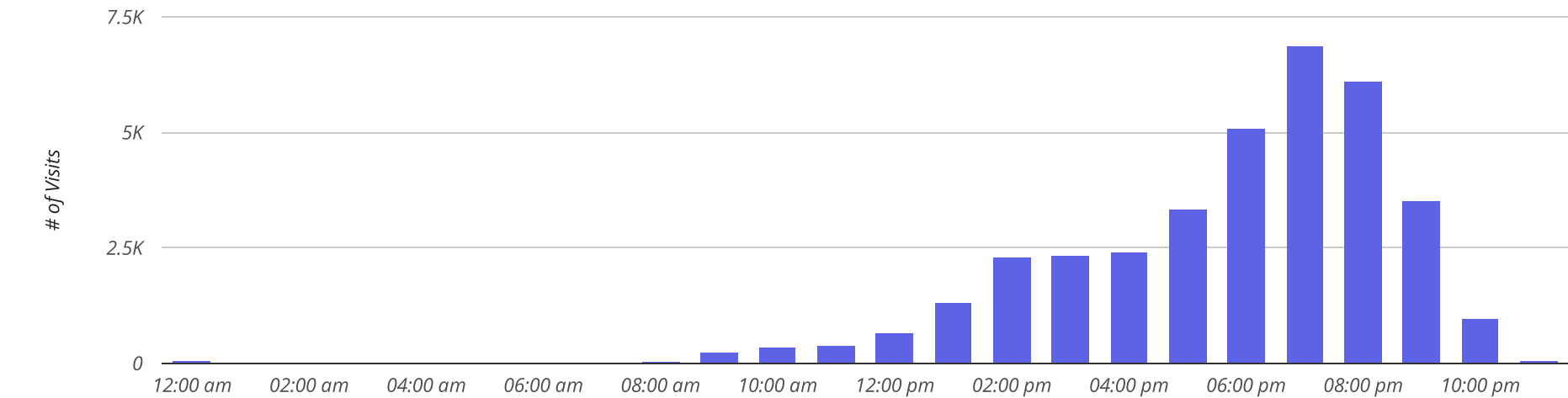
Taste of Muskegon 2021 / Hackley Park



From Prior Location | Sep 24, 2021 - Sep 25, 2021
Data provided by Placer Labs Inc. (www.placer.ai)

Hourly Visits

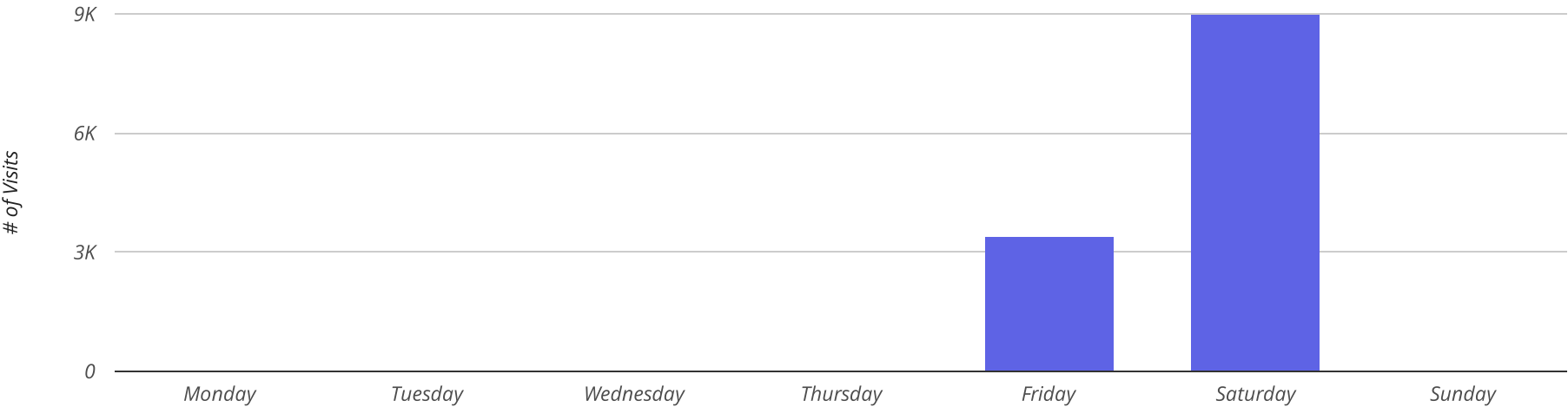
Taste of Muskegon 2021 / Hackley Park



Est. # of Visits | Sep 24, 2021 - Sep 25, 2021
Data provided by Placer Labs Inc. (www.placer.ai)

Daily Visits

Taste of Muskegon 2021 / Hackley Park



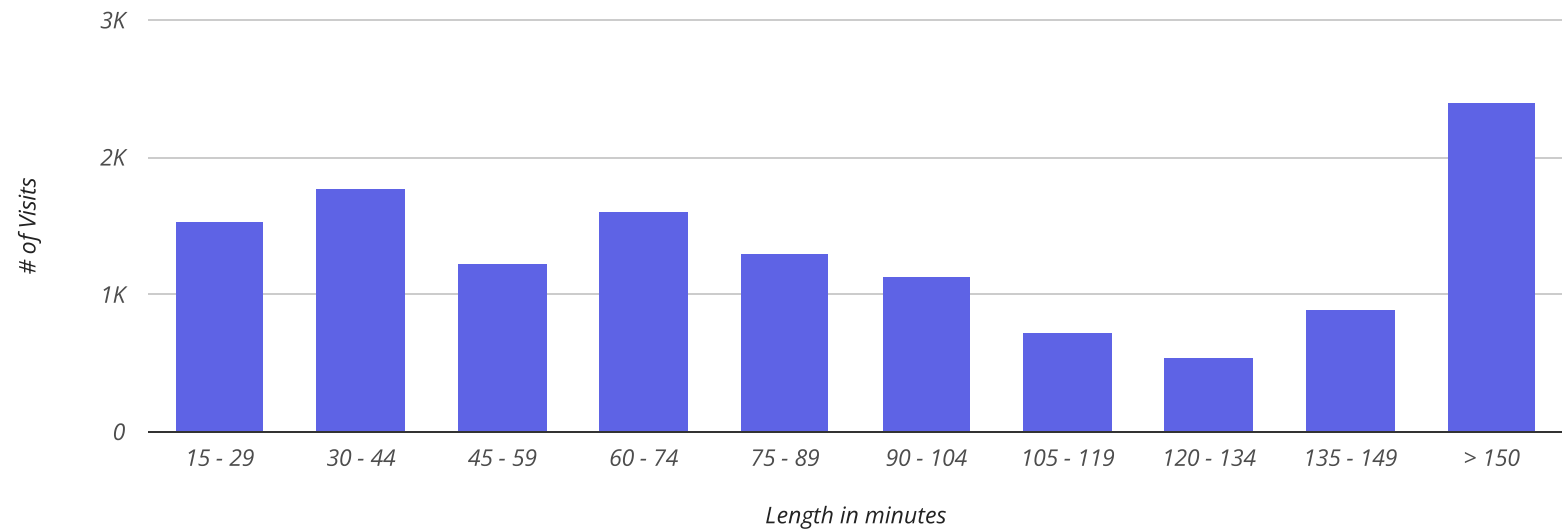
Est. # of Visits | Sep 24, 2021 - Sep 25, 2021
Data provided by Placer Labs Inc. (www.placer.ai)

Length-Of-Stay

Taste of Muskegon 2021 / Hackley Park

Average Stay

104 Min



Est. # of Visits | Sep 24, 2021 - Sep 25, 2021
Data provided by Placer Labs Inc. (www.placer.ai)

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Arena Event Support
Submitted By: LeighAnn Mikesell	Department: City Manager
Brief Summary: City staff is requesting to formalize arena event financial support related to indoor arena football.	
Detailed Summary: The West Michigan Ironmen have hosted arena football games at Mercy Health Arena for six seasons. During that time, the events have brought in a diverse crowd that is more-representative of the City of Muskegon. In the past, City Commissioners and arena leadership have expressed significant support in hosting these events because doing so opens the arena to more city residents. The arena has historically charged the team \$1,000 to rent the facility, including set up costs, security, ushers, box office, and misc. staff. The cost for the arena to provide these services is around \$9,000. The city then uses ticket surcharges, concessions, parking, and other revenue areas to try and raise the remaining \$8,000. On average, we have raised \$3,000-\$4,000. All sides see the value in continuing the events, but we would like to formalize the way the event is expensed. This will avoid making arena lease decisions in the future that are purely financially motivated – for example, charging more rent, finding a different renter, or cancelling the events. The proposal would keep the football team paying a \$1,000 rental fee as well as a \$3 ticket surcharge, with a minimum of 1,000 tickets sold. This would generate \$4,000+ for each event. We are asking the city to create a formal subsidy of \$5,000 to support the event. Typically, the city provides funding to the arena via an annual allocation to cover any losses in a lump sum. We have asked the arena's new management to move the arena into a more profitable position to reduce the subsidy. To properly do this, it is likely the first events to be eliminated would be the events like this because of the financial burden. Using this model, the football events would no longer be a negative on the arena balance sheet. There should be no additional costs, as we would simply track this portion separately from the current transfer to the arena from the General Fund.	
Amount Requested: \$25,000	Amount Budgeted: \$0
Fund(s) or Account(s): 101 Transfers Out	Fund(s) or Account(s): N/A
Recommended Motion: to approve the recommended financial support for the arena football events at Mercy Health Arena.	



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/12/2022	Title: Musketawa Trail project – Change Order #002
Submitted By: Joel Brookens	Department: DPW, Engineering
Brief Summary: Staff is requesting approval of Change Order #002 on the Musketawa Trail Connector project as the overall project has exceeded staff approval levels for change orders.	
Detailed Summary: The majority of Change Order #002 represents a design change from asphalt driveways to 8 inch thick concrete driveways. Staff recommends this change due to heavier truck loads that use the driveways. Change Order #002 requests a net increase to the project of \$ 34,252.41 above the previously approved requests. This change order will result in the following final values for the project: As-Bid Cost = \$ 518,602.35 Current Cost = \$ 552,854.76 Net Change = \$34,252.41 (6.60% Increase)	
Amount Requested: \$34,252.41	Amount Budgeted: \$650,000.00
Fund(s) or Account(s): 202-99118	Fund(s) or Account(s): 202-99118
Recommended Motion: Authorize staff to approve Change Orders #002 to Project 99118 in the amount of \$34,252.41 for the additional work as noted.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

**Contract Modification****Contract: 61000-208592, Hot mix asphalt shared use path.**

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Electronic File Created	Net Change	Awarded Contract Amount
2		3/31/2022	Yes	\$26,451.60	\$518,602.35
Route		Managing Office City of Muskegon		District 03027	Entered By Joel Brookens
Contract Location Port City Boulevard/Latimer Drive/Black Creek Road from Keat					

Short Description

Add pay item to switch from steel reinforcement to fiber glass and 8 inch concrete driveways.

Description of Changes

- A. Original Contract Amount: \$518,602.35
 B. Current Contract Value (including this revision): \$552,854.76
 C. Net Total Change (B-A): \$ 34,252.41
 D. Net Percent Change (C/A*100): 6.60%
 E. MDOT Oversight Project: Yes
 F. Revision Summary: This Contract Modification requires Tier II approval.

There will be no extension of time. There will be no Traffic Control Adjustment allowed for this Contract Modification.

In addition, authorization is requested to add the following extra pay items to the contract:

Curb and Gutter, Conc, with BFRP Reinf, Det F4 2721 foot at \$15.75 per foot = \$ 42,855.75
 Dr Structure, Tap, 12 inch 2 each at \$500 per each = \$1,000.00
 Driveway, nonreinf Conc, 8 inch 512 SYD at \$60.35 per SYD = \$30,899.20

Total \$ 74,754.95

By mutual agreement, these listed unit price costs are full compensation for all labor, equipment and materials necessary to construct these items of work in accordance with the 2012 MDOT Standard Specifications for Construction, contract Special provisions, MDOT Standard Plans and/or as directed by the Engineer.

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Curb and Gutter, Conc, 8020038 Det F4	0260	0260		208592A	0001	Original	-2,721.000	Ft	15.75000	\$-42,855.75
Reason: switching to fiber glass re-bar										
HMA Approach	5010061	0230	0230	208592A	0001	Original	-45.000	Ton	173.00000	\$-7,785.00
Reason: Replaced with 8 inch concrete										



Contract Modification

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
PavtMrkg,WtRef,Type R, Tape,4 in,Wh,Temp	8120245	0695	0695	208592A	0001	Extra	754.000	Ft	3.10000	\$2,337.40

Reason: extra traffic control was needed

Total Dollar Value: **\$-48,303.35**

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
_ Curb and Gutter, Conc, with BFRP Reinf, Det F4	8027001	0700	0700	208592A	0001	Modified	2,721.000	Ft	15.75000	\$42,855.75

Reason: This item is being added to change from steel reinforcing bar to fiber glass reinforcement. The unit cost of this item is equal to the original bid pay item and therefore deemed reasonable.

Dr Structure, Tap, 12 inch	4030312	0705	0705	208592A	0001	Extra	2.000	Ea	500.00000	\$1,000.00
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Reason: Item was inadvertently left off plans. Unit cost price of \$500.00 per each was deemed reasonable since the MDOT Weighted Average price report for the last 3 quarters of the Grand Region has an award unit cost price for this item between \$360.00 to \$519.12 per each.

Driveway, Nonreinf Conc, 8 inch	8010007	0710	0710	208592A	0001	Extra	512.000	Syd	60.35000	\$30,899.20
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Reason: The original plans were for driveways to be replaced as HMA with a 6 inch concrete approach. Due to the heavier truck traffic of some of the locations within the industrial park, some of these driveways should be replaced entirely of 8 inch concrete. Unit cost price of \$60.35 per SYD was deemed reasonable, since the MDOT Weighted Average price for the last 3 quarters has an award unit cost price for this item between \$48.16 to \$61.28 per SYD.

Total Dollar Value: **\$74,754.95**

Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
208592A	Hot mix asphalt shared use path and timber boardwalk.	21A0562	MDOT Oversight	NRT	61000	
0001	Road Work Federal 88%/City of Muskegon 12%					\$26,451.60
Total:						\$26,451.60

Total Net Change Amount: **\$26,451.60**

**Contract Modification**

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.

Prime Contractor: Kamminga & Roodvoets, Inc.		Recommended by Construction Engineer: Gregg Zack - Muskegon TSC	
_____	_____	_____	_____
Signature	Date	Signature	Date
Prepared by Project Engineer: Leo Evans		Authorized by Managing Office Manager:	
_____	_____	_____	_____
Signature	Date	Signature	Date
Prepared by Consultant Project Manager:		Authorized by Region Construction Engineer:	
_____	_____	_____	_____
Signature	Date	Signature	Date
Recommended by Local Agency:		Authorized by Bureau of Field Services:	
_____	_____	_____	_____
Signature	Date	Signature	Date
Authorized by Airport Sponsor:		Authorized by Airports Division:	
_____	_____	_____	_____
Signature	Date	Signature	Date
FEDERAL PARTICIPATION - ACTION BY F.H.W.A.			
___ Approved ___ Not Eligible		_____	
___ See Letter Dated _____		(Signature)	(Date)
FEDERAL PARTICIPATION - ACTION BY F.A.A.			
___ Approved ___ Not Eligible		_____	
___ See Letter Dated _____		(Signature)	(Date)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Community Relations Committee Recommendations
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: To concur with the CRC recommendations to make appointment and removals as stated below.	
Detailed Summary: The CRC recommends appointing Diane Snow to the Farmers Market Advisory Board – Seasonal Farmer – Term expiring 1/31/2025/ The CRC recommends removing Antionza Smith – Citizen representing Ward 2 – Term expiring 1/31/2024 from the Citizen’s District Council.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To concur with the recommendation of the CRC to accept the appointment to the Farmers Market Advisory Board, and removal of a citizen on the Citizen’s District Council.	
For City Clerk Use Only:	
Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Industrial Facilities Tax Abatement Transfer – Lakeside Surfaces, LLC
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Pursuant to Public Act 210 of 2005, as amended, Lakeside Surfaces, Inc is requesting to transfer their Industrial Facilities Tax Abatement to a new entity, Lakeside Surfaces, LLC. The abatement was granted in 2017 for a length of 12 years. It will expire on December 30, 2029 and involved a \$2,400,000 real property investment.	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To close the public hearing and approve the request to transfer the IFT to Lakeside Surfaces, 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:	

Resolution No. _____

MUSKEGON CITY COMMISSION

Transfer of Industrial Facilities Exemption Certificate No. 2017-116 for Lakeside Surfaces, LLC

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on April 12, 2022, the City Commission by resolution established the Port City Industrial Development District; and

WHEREAS, the City Commission approved an application from Lakeside Surface, Inc requesting an Industrial Facilities Exemption Certificate No. 2017-116 for real property investments located at 2265 Black Creek Rd; and

WHEREAS, Lakeside Surfaces, LLC has filed an application for a transfer of Industrial Facilities Exemption Certificate No. 2017-116 with respect to real property investments of \$2,387,666 for a New Facility located within the Port City Industrial Development District; and

WHEREAS, the applicant, the Assessor, and a representative of the affected taxing units were given written notice of the transfer application and were offered an opportunity to be heard on said application; and

WHEREAS, Lakeside Surfaces, LLC has substantially met all the requirements under Public Act 198 of 1974 for the transfer of Industrial Facilities Exemption Certificate No. 2017-116; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Muskegon, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted; and

NOW, THEREFORE, BE IT RESOLVED BY the City Commission of the City of Muskegon that:

1. The City Commission finds and determines that the granting of the transfer of an Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.

2. The application from Lakeside Surfaces, LLC for a transfer of Industrial Facilities Exemption Certificate No. 2017-116, with respect to a New Facility on the following described parcel of real property situated within the Port City Industrial Development District to wit:

(Legal Description) be and the same is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall remain in force for the remaining years approved under Industrial Facilities Exemption certificate No. 2017-116 with an end date of (12/30/2029).

Adopted this 12th Day of April 2022.

Ayes:

Nays:

Absent:

BY: _____
Ken Johnson
Mayor

ATTEST: _____
Ann Meisch
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on April 12, 2022.

Ann Meisch
Clerk

CITY OF MUSKEGON

CONTRACT FOR TAX ABATEMENT
Act 198 Public Acts of 1974

AGREEMENT between CITY OF MUSKEGON, a municipal corporation of 933 Terrace Street, Muskegon, Michigan 49441, ("City") and LAKESIDE SURFACES, LLC ("Company").

Recitals:

- A. The Company has applied to City for the establishment of an industrial development district or industrial rehabilitation district pursuant to the provisions of Act 198 of the Public Acts of 1974, as amended, which act requires a contract between the City and the Company to be agreed and submitted with the Company's subsequent anticipated application for an industrial facilities exemption certificate.
- B. That in addition to the statutory requirement, the City has determined that it is in the best interests of the taxpayers, property owners and residents of the City that this Agreement be approved and executed prior to the establishment of the requested district, and the City deems this Contract, together with the conditions set forth in the said Act to constitute a necessary element in the City's determination whether or not to create the district.
- C. The Company intends to install the project set forth in its application ("project") which it believes qualifies for the process of establishing the district and the application for industrial facilities exemption certificate.
- D. The City, provided this Agreement is executed, will determine whether to create the district based upon the potential for the production of permanent jobs, the continuation or increase of economic activity, planning and zoning considerations and the City's general plan and intentions regarding economic development. In addition to the City policy considerations and predictions that the Company's proposed district and certificate benefit the community in those ways, the City has further determined that the contractual commitments made by the Company to thereby assist the community shall be binding on the Company and necessary to continue the tax exemption made possible by the certificate.

NOW THEREFORE THE PARTIES AGREE:

1. **COMPANY AGREEMENT.** The Company irrevocably commits to the investment, job retention and job creation promises made in its application, a copy of which is attached hereto and incorporated herein. In particular the Company agrees:

1.1 That 100% of the jobs shall be filled and in existence with full-time employees by a date no later than two (2) years from the date of the granting of the certificate by the State Tax Commission.

1.2 The Company shall meet the affirmative action goal included in the application or in any documents supplied by the City and utilized by the Company, including any additional representations made to the City Commission on or before the date two (2) years after the granting of the certificate by the State Tax Commission. It shall maintain the said levels of employment diversity during the period of the certificate.

1.4 That the improvements and equipment to receive the tax abatement treatment shall be completed on or before the date two (2) years from the date of granting of the certificate by the State Tax Commission.

1.5 The Company shall pay its specific taxes required by the act in a timely manner, and shall not delay payments so as to incur any penalties or interest.

1.6 The Company shall not appeal the valuation of any real or personal property at the facility to the Michigan Tax Tribunal or the State Tax Commission.

1.7 The Company shall fully cooperate with the City representatives in supplying all requested and required documentation regarding jobs, investment, the meeting of all goals and the timely installation and utilization of equipment and improvements. The City shall be entitled to inspect at reasonable hours the Company's premises where the said improvements and equipment have been installed and where the said jobs are performed.

1.8 The Company shall maintain, during the entire period for which the tax abatement is granted, the level of jobs, affirmative action goals, production and utilization of the improvements and equipment at the site where the district has been created and for which the tax exemption has been granted.

1.9 The Company shall not cause or fail to cure the release of any hazardous substance, or the violation of any environmental law on its premises in the City. It shall report any releases to the appropriate governmental authority in a timely and complete manner, and provide copies of said report documentation to the City. It shall comply with all orders and actions of any governmental agency having authority.

1.10 The Company shall maintain the equipment and improvements so as to minimize physical or functional obsolescence.

1.11 The Company shall continue to operate its business location in the City, containing the same number of and type of jobs, for the term of the certificate.

2. **AGREEMENT BY THE CITY.** Provided this contract has been executed and further provided all applications to create the district and achieve the industrial facility exemption certificate have been properly filed, the City shall, in a timely manner, determine in a public meeting to create the district and receive, process, and approve thereafter the Company's application for an industrial facilities exemption certificate. The City may consider this contract in a meeting separate from and prior to the meeting in which the City considers the creation of the district and approval of the application for certificate. Further, the City shall require the submission of this contract signed by the Company together with its applications, before creating the district.

3. **EVENTS OF DEFAULT.** The following actions or failures to comply shall be considered events of default by the Company:

3.1 Failure to meet any of the commitments set forth above.

3.2 The closing of the Company's facilities in the City. Closing shall mean for purpose of this Agreement, the removal, without transfer to another site within the City of substantially all of the production facilities, and the elimination of substantially all the jobs created or retained thereby, which are set forth in the Company's application.

3.3 Failure to afford to the City the documentation and reporting required.

3.4 The failure to create or retain jobs, meet affirmative action goals or expend the funds on equipment and improvements as represented in the application within the times required hereby.

3.5 The bankruptcy or insolvency of the Company.

3.6 The failure to pay any and all taxes and assessments levied on the Company's property or any other taxes, local, state or federal, including but not limited to City income taxes and the withholding of said City income taxes from employees as required by the City Income Tax Ordinance.

3.7 The performance or omission of any act which would lead to revocation under MCLA 207.565, being §15 of the Act.

3.8 The violation of any provisions, promises, commitments, considerations or covenants of this Agreement.

4. **REMEDIES ON DEFAULT.** In the event of any of the above defaults the City shall have the following remedies which it may invoke without notice, except as may be reasonably required by the Company's rights to due process:

4.1 In the event of closing as determined after investigation of the facts and a public hearing, the Company shall be immediately liable for penalties to be paid forthwith to the city as determined as follows:

4.1.1 The Company shall pay to the City for prorata distribution to the taxing units experiencing the abatement, an amount equal to the difference between the industrial facilities tax which it has paid, and the total property taxes to the relevant taxing units which it would have paid, given its installations of improvements and equipment, during the years for which the certificate was in effect.

4.1.2 Immediate Revocation. The Company hereby consents to revocation to the IFT certificate before the State Tax Commission, without hearing, and the City shall submit a copy of this Agreement to the State Tax Commission in connection with its revocation procedure, giving notice that the default has occurred and immediate revocation should occur.

4.2 In the event the improvements and equipment have not been installed before the two (2) year period, in addition to the revocation procedures before the State Tax Commission, the abatement should immediately be reduced by the City proportionately, and any installations which have not been finished at the end of said two (2) year period shall not be eligible for the abatement thereafter and shall be placed on the regular tax roll.

4.3 Failure to Expend the Funds Represented. In the event, (whether or not the installations have been completed), the Company has not expended the funds it has represented on its application that it would invest for the installation of equipment, the abatement shall be reduced prorata, and any remaining value of equipment shall be placed on the regular tax roll.

4.4 Job Creation and Retention. In the event the promised number of jobs have not been created or retained at the end of the two (2) years after the grant of the certificate by the State Tax Commission, the abatement shall be proportionately reduced.

4.5 Affirmative Action Goals. In the event, after one (1) year from the grant of the certificate by the State Tax Commission, the affirmative action goals of the City for additional jobs have not been met on a prorata basis, the abatement shall be revoked.

4.6 For other violations of this Agreement or for actions or omissions by the Company amounting to grounds for revocation by statute, the City shall recommend to the State Tax Commission immediate revocation of the certificate.

4.7 Special Assessment. For any amount due to be paid to the City, under this Section 4, the Company consents that the City shall have a personal action against the Company for the said amount, and in addition, cumulatively, and not by election, the City shall have a special assessment lien on all the property of the Company personal and real, located in the City, for the collection of the amounts due as and in the manner of property taxes and in such case the collection of the said special assessment shall be accomplished by addition by the City to the Company's property tax statement regularly rendered.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan.

6. Counterparts. This Agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same Agreement.

7. Benefit. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and personal representatives.

8. Effective Date. This Agreement shall be effective on the date the State of Michigan Tax Commission grants the company at Industrial Facilities Exemption Certificate.

CITY OF MUSKEGON

By _____
Ken Johnson, Mayor

Date _____

and _____
Ann Meisch, Clerk

Date _____

By Susan K. Petersen

Its Conto the

Date 4-12-2022



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: 2022 Annual Action Plan Hearing
Submitted By: Oneata Bailey	Department: Community and Neighborhood Services
Brief Summary: Hearing concerning the 2022 Annual Action Plan	
Detailed Summary: Community and Neighborhood Services department has submitted a proposed plan for activities/programs for CDBG and HOME allocations to be received from the Housing and Urban Development (HUD) Community and Planning Development (CPD) office for the 2022 funding year. HUD funding amounts have not been determined, however, the Hearing is used to provide the public with a plan of action and receive comments. https://www.muskegon-mi.gov/cresources/Proposed%20Action%20Plan%202022.pdf A 30-day public comment period is open until April 30, 2022.	
Amount Requested: None	Amount Budgeted: None
Fund(s) or Account(s): CDBG/HOME	Fund(s) or Account(s): CDBG/HOME
Recommended Motion: Conduct a Hearing of the 2022 Action Plan for public comments.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 12, 2022	Title: Amendment to the Ride Muskegon Agreement
Submitted By: LeighAnn Mikesell	Department: City Manager's Office
Brief Summary: City staff corrected some language and included the necessary exhibits in the operating agreement with Ride Muskegon, LLC and are seeking approval.	
Detailed Summary: Once the exhibits were updated to reflect language specific to Muskegon, it was discovered that some exhibits were not applicable, and certain paragraphs in the approved agreement were no longer needed.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the amendment to the agreement and authorize the mayor and clerk to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

OPERATING AGREEMENT

RIDE MUSKEGON & CITY OF MUSKEGON

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OPERATING AGREEMENT

This Operating Agreement (“Agreement”) is made by and between Ride Muskegon, LLC, a Michigan limited liability company (“Operator”), and the City of Muskegon, Michigan (“Muskegon” and together with Operator, collectively, “Parties,” or each a “Party”). The Parties agree to the terms and conditions of this Agreement.

RECITALS

WHEREAS, the Parties agree to the following:

A. That authority to enter into this Agreement and, each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations, have been duly authorized.

B. The Parties acknowledge that the mutual promises and covenants contained herein, and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Muskegon is a municipality incorporated under the laws of Michigan and has jurisdiction over the operations conducted within its municipal boundaries.

D. A goal of Muskegon is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility;

E. Scooter share and other Shared-Mobility devices, products, and services are a component to help Muskegon achieve its transportation goals and Muskegon’s desires to make scooter share and related Shared-Mobility services available to residents and employees;

F. Operator is a qualified provider of electronic scooters (“e-scooters”) and other shared electronic mobility devices, products, and services and proposes to operate a scooter share and Shared-Mobility program within Muskegon;

G. Operator requests the non-exclusive use of Muskegon streets, sidewalks, and public ways to provide e-scooter and other electronic Shared-Mobility services efficiently and effectively; and

H. The use of Muskegon streets, sidewalks, and public ways for e-scooter share and other Shared-Mobility Devices is a benefit to the residents and businesses of Muskegon.

I. That the purpose of this Agreement is to establish the terms and conditions relating to Operator’s operation of e-scooter and other electronic Shared-Mobility services (“Shared-Mobility Services”) in the jurisdictions that make up Muskegon.

THEREFORE, in consideration of the foregoing and the acceptance of all response, verbal and written, submitted by Operator, hereby incorporated by reference, and intending to be legally bound, the Parties enter into an Agreement for Shared-Mobility Services as follows:

I. DEFINITIONS

The following terms will be construed and interpreted as follows:

A. “Effective Date” means the date on which this Agreement is fully approved and executed, as shown by the final signature on the signature page of this Agreement.

B. “Intellectual Property” means Operator’s Shared-Mobility Devices and other equipment, all materials and Marks prepared by Operator or its Affiliates in connection with this Agreement, copyrights, software, patents, patent applications and patent disclosures and inventions (whether patentable or not), all know-how, show-how and confidential information related to any of the foregoing, and together with all of the moral rights in and goodwill associated therewith, derivative works, corrections, enhancements, updates, modifications, tangible or intangible proprietary information, rights to apply for registration, except for any confidential information of Muskegon.

C. “Marks” means trademarks, service marks, trade secrets, trade dress, trade names, logos, taglines, corporate names and domain names, insignia, and symbols or decorative signs.

D. “Operating Area” means the designated jurisdictional boundaries of Muskegon where Shared-Mobility Devices are authorized to be operated by users.

E. “City Property” means property owned, leased, or controlled by the City of Muskegon, including but not limited to public right of way, easements, city and regional parkland, and green space surrounding City-owned Buildings.

F. “Shared-Mobility Devices” means e-bikes, e-scooters, and additional related products provided by Operator to Muskegon approved and agreed to by the Parties in this Agreement.

G. “Shared-Mobility Services” means all e-scooter and other electronic Shared-Mobility services provided by Operator to Muskegon approved and agreed to by the Parties in this Agreement.

H. “Designated Parking Zone” is a space located in the public right-of-way specifically identified by City of Muskegon for parking Shared-Mobility Devices between trips, which will not be used by any other company or Competitor, except for Operator, during this Agreement. Muskegon reserves the right to change the “Designated Parking Zone” on sixty (60) days’ written notice, or as otherwise mutually agreed upon between the Parties in writing.

I. “Term” means collectively the Initial Term, and any potential Renewal Terms.

J. “Service Area” means the area within Muskegon’s municipal boundaries.

K. “E-Scooter” is defined as an electric skateboard, which includes a stand-on scooter with an electric motor per Michigan Vehicle Code Act 300, 257.660 (MCL 257-660).

L. “Electric Assist Bicycle” is defined as a bicycle equipped with an electric motor that provides assistance only when the rider is pedaling and disengages or ceases to function when the bicycle reaches a speed of twenty (20) miles per hour per Michigan Vehicle Code, Act 300, 257-13e (MCL 257-13e).

M. “Transit Zone” means any portion of a street, sidewalk, or other area intended for use of transit vehicles or patrons, including bus stops, bus platforms, transit shelters, passenger waiting areas, and bus layover and staging zones.

N. “Competitor” is defined as any person or entity that engages in any business, trade, or similar operation to the type of business conducted by Operator within the Operating Area and also competes with Operator in the Operating Area. Notwithstanding the foregoing, Lake Effect Sport, LLC, a Michigan limited liability company (“Lake Effect”), will not be classified as a Competitor regarding any current or future agreement between Lake Effect and Muskegon concerning mobility devices owned by Lake Effect and offered for rent to and usage by their customers. Accordingly, in the event Lake Effect and Muskegon enter into an agreement similar to this Operating Agreement, Lake Effect’s use of designated parking zones specifically identified under such prospective agreement that are located on City Property within the Service Area will not be subject to the restrictions and terms and conditions as contained in Article XI during the term or any renewal term of this Agreement.

II. TERM AND RENEWAL

A. Initial Term. This Agreement and the Parties respective performance will commence on the Effective Date and continue for a period of five (5) years from the Effective Date (“Initial Term”), unless sooner terminated as provided herein. Upon expiration of the Initial Term, this Agreement will automatically renew for up to four (4) additional five (5) year periods (each five (5) year period is a “Renewal Term”) unless either Party provides written notice to the other Party of its election not to renew no later than one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

III. USE OF PREMISES

Subject to the conditions of this Agreement, Muskegon hereby grants Operator a license to operate and provide the services and products described herein within its jurisdiction and to access designated locations approved by Muskegon for the purpose of installing, establishing, and maintaining docking stations, Shared-Mobility Devices and Services. This license is subject to the following conditions:

A. Approvals. Operator will obtain all required federal, state, and local licenses and permits necessary to perform the services. Operator will maintain good standing and comply with all required federal, state, municipal and local laws, regulations, rules, and ordinances. If any governmental restrictions are imposed on Operator that would necessitate alteration of the performance of the services offered by Operator under this Agreement, Operator will immediately notify Muskegon and will work with Muskegon in good faith to modify the services in a way to comply with such restriction but also maintains the essence of this Agreement.

B. Municipal Authorization. Operator acknowledges that it may be required to obtain additional approvals from Muskegon to conduct certain aspects of its services, including establishing docking stations in the public right of way. Muskegon agrees to assist Operator, as appropriate, with navigating its approval procedures to obtain required licenses, permits, authorizations, approvals, licenses, or consents. Notwithstanding this commitment, Muskegon cannot guarantee approval of any application or request of Operator and nothing in this Section will be interpreted to do so. Furthermore, if such authorization cannot be obtained, the Agreement will not become binding on Operator and neither Party will be held liable for such failure.

C. State Law. The Parties acknowledge that use of the Shared-Mobility Devices is subject to the laws of the State of Michigan. To the extent legislative efforts are needed at the state level, Operator will be solely responsible for all such efforts that may be necessary.

IV. SERVICES

A. Establishing Goals. Fleet size and service areas will be based on reasonable goals. Parties will work together to create and update goals based on data and usage. Operator will comply with all reasonable requests to deploy, establish, and maintain Shared-Mobility Devices and Services, throughout the jurisdiction of Muskegon, based on the goals set by the Parties subject to the conditions contained in this Agreement. Both Parties acknowledge that during a global pandemic which has created great uncertainty in the production and movement of products throughout the world. It is acknowledged that the project goals above are subject to change. Therefore, Parties will provide written notice if a goal will not be achieved and such failure to achieve a goal will not be considered a breach of this Agreement.

B. Location of Fleet. Operator will decide how to distribute Shared-Mobility Devices within the Service Area after consultation with Muskegon and its appropriate municipal departments to ensure reasonable distribution. Operator will only locate Shared-Mobility Devices once written approval has been given by Muskegon's appropriate departments (which will be identified and disclosed by Muskegon to Operator contemporaneously with executing this Agreement, or within a reasonable amount of time thereafter). Once a location has been approved in writing it will be attached to this Agreement as Attachment E and updated as needed.

C. Hours. Operator will provide a safe, clean, and accessible system that allows public access and use of Shared-Mobility Devices and docking stations twenty-four (24) hours per day, seven (7) days a week, unless weather inhibits use of Operator's system for any period of time, in accordance with Attachment B, "Key Performance Indicators."

V. EQUIPMENT

Operator will provide the following equipment on or before the date on which the Shared-Mobility Devices are deployed as required by this Agreement:

A. Installation of Shared-Mobility Devices. Operator will supply, install, deploy, establish, and maintain the quantity of e-bikes, and e-scooters as needed by Muskegon.

B. Application and Web Page. Operator will establish a downloadable mobile application where users can order services and obtain information. Operator will make the mobile application available for download in Apple iOS and Android so that customers may download the mobile application to their mobile devices and register for an account, subject to their acceptance of the end user license agreement and other legal notices related to the mobile application. Operator will make the mobile application available for use in connection with use of the Shared-Mobility Devices, including unlocking a Shared-Mobility Device from a docking station.

C. Usage. Operator will have all necessary software and technology to be able to monitor customer usage of Operators equipment and to make adjustment to quantities of Shared-Mobility Devices at applicable docking stations.

D. Maintenance by Operator. Operator will maintain its Shared-Mobility Devices, docking stations, mobile application, web page, and all software and technology in good working order in accordance with the key performance indicators set forth in Attachment B, including routine and necessary maintenance and repairs.

E. Removal by Muskegon. If an area in proximity to a property owned by Operator requires maintenance, is the location of an event, or otherwise requires access by an agent of Muskegon, Muskegon may, with seven (7) day's advance written notice to Operator, require the Operator to move its property. Such relocation may be temporary or permanent; if permanent, Muskegon will work in good faith with the Operator to find a replacement location. Such relocation will be at the Operator's expense. If Muskegon is forced to move Operator's property, Muskegon will not be liable for any resulting damage to this property.

F. Standards. All Shared-Mobility Devices will comply with all safety standards established by the United States Consumer Product Safety Commission and any other standard established under federal, state, and local law.

G. Equipment Specifications, Maintenance, and Security. Operator will ensure that:

- (1) All scooters must meet the requirements for lighting equipment set forth in Michigan Vehicle Code 257.662.
- (2) All bicycles and scooters must be powered by electric motor (internal combustion engines are not permitted).
- (3) Each bicycle and scooter must have a unique identifier, such as a number visible to the user of the bicycle and scooter.
- (4) All bicycles and scooters must include on-board GPS capabilities to ensure Operator's ability to locate and retrieve bicycles and scooters at any time as needed.
- (5) Each bicycle and scooter must be maintained in a safe and operable

condition, and any bicycles or scooters deemed to be inoperable or unsafe must be immediately made unavailable for use and removed from city property.

- (6) Operator will have the ability to remotely lock or disable any Shared-Mobility Device deemed unsafe by either Party. Operator will remotely lock or disable any unsafe Shared-Mobility Device upon request by Muskegon.
- (7) Operator must provide customers and city staff with a twenty-four (24) hour customer service phone number and electronic communication method(s) for reporting safety or maintenance issues with Shared-Mobility Devices, or to ask questions or register complaints.
- (8) All Shared-Mobility Devices and equipment used by Operator in connection with this Agreement, unless otherwise expressly set forth in this Agreement, will remain the property of Operator, and will at no time be deemed a fixture or property belonging to Muskegon or any other party. Any equipment belonging to Muskegon used in connection with this Agreement, unless otherwise expressly set forth in this Agreement, will remain the property of Muskegon. The Parties will not directly or indirectly cause or create any mortgage, pledge, lien, charge, security interest, claim or other encumbrance on or with respect to such equipment.
- (9) Operator will require its users to acknowledge and accept the applicable laws for operation of bicycles and scooters in the city of Muskegon and as required in MCL Article 257, Sections 642(1), 648, 656, 662, 676, 679, 69, and 79 and any applicable City of Muskegon Ordinance and require that users comply with these laws prior to use.
- (10) Operator must require its users to acknowledge and accept that the customer will not use the bicycles or scooters in a manner that is illegal, reckless, or in a manner that endangers others.

VI. OPERATIONS

A. Support. Operator will provide ongoing support, training, parts, and other agreed upon services and actions for its local operational personnel to ensure continued access and enjoyment by users without interruption.

B. Business Operation. Operator will be solely and exclusively responsible for system operations, maintenance, collection of fees and revenues, and promotion of products. Muskegon acknowledges and agrees that Operator may, at its sole discretion, use subcontractors and consultants to perform some or all of the services or provide devices under this Agreement. In the event Operator utilizes subcontractors or consultants to perform any services or provide any of the devices, Operator will remain responsible under this Agreement.

C. Customer Service. Operator will maintain a call center that can be accessed by the public by phone or electronically. Operator will sufficiently staff such facilities and provide all tools, parts, training, supplies, and equipment to ensure the highest level of customer service with minimum response time waits.

D. Staffing. Operator will maintain qualified personnel and ensure adequate staffing to respond to customer demands, including staffing for expected large-scale community and college events. Operator will employ sufficient staff, contractors, and vendors in number and skill to be capable of providing the services.

E. Public Outreach. At the request of Muskegon, Operator may have a designated representative attend Muskegon-led public events and meetings as decided at the sole discretion of Operator.

F. Non-discrimination. Operator, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin, veteran status, gender, sexual orientation, disability, or any other protected class will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any of its services.

G. Advertising Policies. If Operator desires to advertise on its equipment, any advertisements must be pre-approved by Muskegon, and meet local and state advertising regulations before they are installed or otherwise displayed. Such requests to Muskegon must either be approved or denied in writing within twenty-one (21) business days of any written request by Operator and, if Muskegon does not timely provide its decision, the advertisement will be deemed approved for use. Operator agrees to abide by Muskegon's advertising restrictions related to advertisements and understands that Muskegon will have a right to review in advance, monitor and or disallow all advertising that Operator proposes to install or display, in its sole discretion. Muskegon will have the right to request, in writing, the removal of any advertising and Operator will have twenty-one (21) business days to comply with the written request. Muskegon will not be entitled to any revenue generated from advertising under this Agreement.

VII. USER FEES

In addition to any other fees required under this Agreement, Operator may establish, charge, and collect user fees from customers for the use of Operator's e-bikes and e-scooters ("User Fees"), subject to the following conditions:

A. Responsibility. Operator will be solely responsible for processing and handling all payments, fees, penalties, or other monetary transactions by users of the system.

B. Payment Methods. Operator's system will be designed to automatically complete financial transactions entered with data input at its mobile application.

VIII. GENERAL OPERATIONAL CONDITIONS ON USE

A. Safety. Operator will require any user renting its Shared-Mobility Devices to have read and acknowledged reading safety requirements and conditions of use. Operator and Muskegon will work together to identify such safety requirements and conditions of use, but at a minimum, such conditions will include informing the user that a helmet should be used for the operation of Shared-Mobility Devices, speed limitations for such devices, and location restrictions for such devices. User's injury or violation of any applicable law or sanctions for any illegal or improper use of bicycles or scooters including, but not limited to, parking violations, will not constitute Operator's failure to notify users of all applicable laws, codes, ordinances, and safety guidelines as required under this Agreement.

B. Protocols. Operator will develop and maintain protocols that can be utilized for handling extreme weather events, emergency situations, extraordinary events, and maintenance activities. These protocols will be made available to Muskegon upon request.

C. Training. Operator will develop and provide at least one training/educational class at a location, to be determined by Muskegon, demonstrating how to access and use Shared-Mobility Devices and Shared-Mobility Services. Operator will report back to Muskegon on attendance and engagement for the training upon completion. Operator will work with Muskegon to develop and implement a marketing and outreach plan for the training class.

D. Speeds. Subject to further restrictions under this agreement, Operator will ensure that the maximum operating speed for the electric function of Shared-Mobility Devices does not exceed twenty (20) miles per hour for e-bikes and fifteen (15) miles per hour for e-scooters and will work with Muskegon to implement speed restriction zones where necessary.

E. Bicycle and Scooter Parking. Muskegon, at its own discretion, may support the Shared-Mobility Services and Shared-Mobility Devices with the installation of racks and or Designated Parking Zones in Muskegon to assist with the orderly parking of Shared-Mobility Devices throughout the Service Area. The decision to undertake such action, and the decision as to where such racks or parking areas will be located will be negotiated in good faith and reasonableness between the Operator and Muskegon.

IX. LOCATIONAL RESTRICTIONS

A. Out of Hub Fee. Operator will charge a user a minimum fee of Five Dollars (\$5.00) starting with each user's second occurrence for failing to park a Shared-Mobility Device in an approved designated structural or Designated Parking Zone under this Agreement.

B. Out of Area Fee. Operator will charge a user an Operator-determined fee for leaving a Shared-Mobility Device in a location outside the Operating Area.

C. Restricted Usage. Operator will ensure that the electronic assist function of any Shared-Mobility Device that operates outside the Operating Area is automatically disabled once the Shared-Mobility Device leaves the Operating Area.

D. Operator's Response. Operator will include contact information on each Shared-Mobility Device where complaints can be received. Operator will also include information about how complaints can be reported to Operator when Shared-Mobility Devices are accessed. If Operator receives a complaint that any Shared-Mobility Device has been improperly parked or not docked to a designated structural or virtual docking station, Operator will respond to the complaint, remove the Shared-Mobility Device from its current location, and return the Shared-Mobility Devices to an appropriate structural or virtual docking station within a reasonable amount of time.

E. Geofencing. Muskegon reserves the right to mandate Operator use geofencing or other in-app methods to prohibit parking, using, or locking scooters in specified areas, and or to direct users to specified parking areas, to make such request, Muskegon must document in writing how such geofencing measures are necessary for the public health, safety, and welfare of Muskegon. Operator will also use geofencing or other in-app methods to limit speed of bicycles and scooters in designated areas. Operator will comply with any geofencing requirements within five (5) business days of a written request made by Muskegon or any of its respective municipal departments.

X. DATA

A. Collection. Operator will make its best efforts to collect data related to the use of its Shared-Mobility Devices. Such data may include the number of users, number of trips, trip origin/destination and routes, trip time, trip mileage, docking station usage, devices in service, operable devices, and other data related to the key performance indicators set forth in Attachment B. Such data may also include carbon impacts, calories burned, and money saved. Operator will use reasonable efforts to also collect real time data on the location of Shared-Mobility Devices, maintenance status, customer complaints, response times, aggregate system use, crashes, damaged/lost vehicles, fee collection/revenue. All data collected, including GPS tracking, will be based upon information collected from the Shared-Mobility Devices and not from a user's phone. Operator may provide users with user surveys only if surveys are "opt-in" and all survey questions are approved by Muskegon prior to use.

B. Sharing. Within seven (7) days of receipt of a written request by Muskegon or any of this respective municipal departments, Operator will provide Muskegon with data collected pursuant to this Section during the term of this Agreement. In addition, Operator will also supply data on request for special projects, as part of transportation and infrastructure planning, and any other reasonable requests. Data will be provided in MDS format, or another compatible

or requested format, to Muskegon and any other third party approved by Muskegon. Muskegon retains the right to request aggregated reports on system use, compliance, and operations in other available formats (.csv, .excel, or similar), if such request are deemed reasonable. At a reasonable expense and effort on behalf of Operator, Shared data will be anonymized to be available to the public for use in applications not affiliated with Operator or Muskegon.

C. Privacy. Operator will use its best efforts to keep all data collected anonymous and not collect personally identifiable information so that such data may be disseminated to the public and not for use in third-party applications. Operator will provide each user with a clear and upfront description of data collected to users to ensure that the user fully understands and agrees to data collection. This will include a clear identification of data collected while using Operator's website and or mobile application. To protect the user's privacy interest, Operator will not include any provision requiring a user to agree that personally identifiable information may be shared with third parties. Operator will not include any provision requiring a user to agree to data sharing from a user's personal device to use Operator's services. Rather, Operator will include an opt-in function for access and data collection from a user's personal device.

XI. COOPERATION AND DESIGNATED PARKING ZONE RESTRICTIONS

A. Good Faith Dealings. Muskegon agrees that Operator will provide Shared-Mobility Services and Shared-Mobility Devices within the Service Area or Operating Area during the term of this Agreement. Muskegon will make all reasonable and good faith efforts, and to the best and fullest extent of Muskegon's ability, to coordinate with Operator to ensure that all required resources are made available to Operator.

B. Designated Parking Zone Usage Restrictions. During the term of this Agreement, Muskegon agrees not authorize any other person, company, Competitor, or any similarly defined individual or entity, to use any Designated Parking Zone, or similarly defined parking space, located on City Property and within the Operating Area, within five hundred (500) feet of a Designated Parking Zone used by Operator.

XII. TERMINATION

A. Breach by Operator. Muskegon may terminate its participation in this Agreement due to a material breach of Operator by providing written notice to Operator and giving Operator thirty (30) days to correct the breach. If Operator fails to correct the breach to the satisfaction of Muskegon within thirty (30) days of Operator's receipt of the notice, Muskegon may terminate its participation in this Agreement immediately.

B. Breach by Muskegon. If Muskegon commits a material breach of this Agreement, Operator may terminate its responsibilities to Muskegon under this Agreement by providing notice to Muskegon and give Muskegon sixty (60) days to correct the breach. If Muskegon fails to correct the breach to the satisfaction of Operator within sixty (60) days, Operator may immediately terminate its obligations to Muskegon.

C. Voluntary by Operator or Muskegon. Operator may voluntarily terminate this Agreement by providing Muskegon ninety (90) days' written notice prior to the desired termination date. After December 31, 2023, Muskegon may voluntarily terminate this Agreement by providing Operator ninety (90) days' written notice prior to the desired termination date.

XIII. CONDITION ON TERMINATION

Upon expiration or termination of this Agreement, Operator will remove all Shared-Mobility Devices, docking stations, and any other equipment within thirty (30) days and return the applicable premises to the same condition as it existed prior to this Agreement, unless otherwise agreed to in writing with Muskegon.

XIV. INTELLECTUAL PROPERTY

All rights in Operator's Intellectual Property related to the services provided under this Agreement, are and will be owned by Operator (or, in certain instances, by its Affiliates), and not by Muskegon. Operator hereby grants Muskegon a limited license to use all such Intellectual Property rights solely in connection with the services during the term, free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sub licensable, fully paid-up, and royalty-free basis, to the extent necessary to enable Muskegon to make reasonable use of the services. Muskegon acknowledges and agrees that other than as expressly provided herein, nothing in this Agreement will be construed as Operator directly or indirectly, selling, leasing, licensing, pledging, sublicensing, lending, encumbering or otherwise transferring any of the foregoing Intellectual Property rights other than in connection with the services.

XV. MARKS

No Party grants to the other Party any right in or license to use such Party's Marks, other than as expressly set forth in this Agreement. Any signage or communication containing a Party's Marks must be approved by that Party, in advance.

XVI. REPRESENTATIONS AND WARRANTIES

A. Operator. Operator represents and warrants that (a) it is duly authorized to do business by the State of Michigan; (b) it has the lawful power to engage in the business it presently conducts and contemplates conducting, and is not party to any investigation, proceeding or action by any governmental authority which may materially affect its ability to effectuate its obligations under this Agreement and, in the event that it becomes such a party, will immediately notify Muskegon of such investigation, proceeding or action; (c) it has the authority to execute and carry out this Agreement and to perform its obligations hereunder, and has obtained all necessary authorizations in connection therewith; (d) it has obtained and will obtain from time to time any and all licenses, permits or other approvals required under applicable law, which license, permits or other approvals will be kept current at all times throughout the Term; (e) the execution, delivery and performance of under this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by its constituent documents or internal regulations, any applicable law or any material covenant, agreement, understanding, decree, judgment, indenture, instrument or order to which it is a party or by which it or any of its properties or assets is bound or affected; and (f) it will comply with all applicable law related to this

Agreement and will cooperate fully with Muskegon in complying with such applicable law.

B. Muskegon. Muskegon represents and warrants that they are the governmental authority with jurisdiction over its respective premises, that they have obtained all necessary approval and possess the legal authority to enter into this Agreement, and have taken all actions required by its procedures, by-laws, or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind themselves to its terms.

XVII. INSURANCE

Prior to the Effective Date of this Agreement, Operator will obtain insurance coverage meeting each requirement and condition set forth herein.

A. Carrier. Operator will obtain insurance coverage from an insurance company registered and licensed to do business in the State of Michigan and having an A.M. Best insurance rating of at least A- financial size category VIII or better by the latest *Best Insurance Report* or has an analogous rating from a comparable rating service approved by Muskegon.

B. Certificate of Insurance. Proof of insurance and compliance with all requirements in this Section XVII should be evidenced on a certificate of insurance reasonably acceptable to Muskegon, incorporated herein as Attachment C ("Certificate"). The Certificate will, at a minimum, contain the following: (1) authorized agent information; (2) insured information; (3) insurance company information; (4) description of policies, including coverage types and amounts; (5) policy number(s) and period(s); (6) limits of liability; (7) Muskegon's information as additional insured and Certificate holder; and (8) cancellation information. The Certificate of insurance must be received by Muskegon prior to or contemporaneously with the Effective Date of this Agreement.

C. Additional Insured. Each required insurance policy (except for workers' compensation) will name Muskegon as an additional insured and loss payee.

D. Cancellation. All Certificates will contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed, or not renewed without at least thirty (30) days written prior notice to Muskegon, or fifteen (15) days for non-payment. The policies will not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents, or other representatives, and will contain a clause to the effect that such policies and the coverage evidenced thereby will be primary with respect to any policies carried by Muskegon, and that any coverage carried by Muskegon will be excess insurance.

E. Insurance Coverages. During the term of this Agreement, Operator agrees to purchase and maintain the following types of insurance coverages, consistent with the policies and requirements of Muskegon and provide evidence of continuing coverage to Muskegon:

(1) Commercial General Liability Insurance. Operator will procure Commercial General Liability Insurance, on an occurrence form, providing all major divisions of coverage, including but not limited to: (1) Premises Operations; (2) Products and Completed Operations; (3) Personal Injury and Advertising liability; (4) Fire legal liability. The Commercial General Liability Insurance will provide the following

minimum limits:

General Aggregate:	\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$250,000
Med. Expense (Any one person)	\$5,000

(2) Workers Compensation. Operator will provide Workers' Compensation coverage in accordance with the statutory limits as established by the State of Michigan and with a minimum limit for employer's liability no lower than the following: Bodily Injury by Accident – \$500,000 each accident; Bodily Injury by Disease – \$500,000 each employee. Operator will require all contractors and subcontractors performing work on its behalf under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Operator will require that all subcontractors submit certificates of such insurance to Muskegon prior to performing.

(3) Employers' Liability Insurance. Operator will also maintain Employers' Liability Insurance Coverage with limits of at least:

Bodily Injury by Accident:	\$500,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
	\$500,000 each employee

(4) Commercial Business Automobile Liability Insurance. Operator will provide Commercial Business Automobile Liability Insurance, which will include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy will provide not less than \$1,000,000 Combined Single Limits for each accident.

(5) Commercial Umbrella Liability Insurance. Operator will provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability, and Employers' Liability on a follow form basis in addition to the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above will be \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

(6) Application to Others. Operator will require all contractors, subcontractors, agents, or workers performing work or services on its behalf in furtherance of this Agreement to obtain an insurance coverage meeting the requirements of this Section as evidence on a certificate of insurance. Operator will require that all such persons submit certificates of such insurance to Muskegon prior to performing work or services.

(7) **Maintaining Coverage.** Muskegon may require copies of any insurance policies entered into by Operator, and Operator is responsible for annually verifying and confirming in writing to Muskegon that all sub-contractors, agents, operators or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement will meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Operator.

(8) **Continuing Obligation.** Unless otherwise expressly provided herein, the obligation to insure as provided herein continues throughout term of this Agreement and will not terminate until this Agreement has expired or been terminated, and the right to occupy the premises is returned to Muskegon.

XVIII. INDEMNIFICATION

Operator will—at its sole cost and expense—indemnify, defend, and hold harmless Muskegon, its officers, agents, and employees, its successors and assigns, individually or collectively, from and against all liability and any claims, suits, expenses, losses, judgments, proceedings, damages, expenses, demands, suits, costs (including costs of defense, reasonable attorney fees, and reasonable professional fees incurred in defense or incurred in enforcement of this indemnity), and causes of action of every kind or character whatsoever, directly or indirectly arising from, related to, or connected with, in whole or in part, Operator's services under this Agreement, including but not limited to claims directly or indirectly arising from, related to or connected with, in whole or in part: any act, omission, fraud, wrongful or reckless conduct, fault or negligence by Operator, or its officers, directors, agents, employees, subcontractors or suppliers of any tier, or by any of its employees, agents, or persons under its direction or control.

XIX. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted under applicable law, no Party will be liable to the other Party for any indirect, special, consequential, moral, exemplary, or punitive damages, or for any loss of use, loss of production, loss of revenue or profits, cost of capital, loss of goodwill, or loss of opportunity, arising out of or in connection with, this Agreement, whether based in contract, tort, or any other theory at law or in equity, regardless of whether such damage was foreseeable and each Party expressly releases the other Party from any such liability. The limitations on liability in this Section will not apply to: (1) a Party's criminal or fraudulent conduct; (2) Operator's obligations of indemnification; (3) any applicable insurance proceeds; or (4) anything prohibited by applicable law governing the Parties.

Each Party assumes all risks of personal injury and property damage attributable to the acts or omissions of such Party or any of its affiliates, to the degree that such damage is attributable to such Party or its affiliate. Operator makes no warrant whatsoever with respect to the services (including, for clarification, the deliverables, and the services), including any: (i) warranty of merchantability, (ii) warranty of fitness for a particular purpose, or (iii) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

XX. DAMAGE TO PROPERTY

Operator will only be responsible held responsible for damage to property belonging to Muskegon only to the extent caused by an act or omission of the Operator, its agents, or employees. Operator will be responsible for repairing any damaged property and will pay the costs, therefore.

XXI. TAXES

The Parties will be solely responsible for their respective taxes, if any, and related interest or penalties, incurred by such Party in respect of this Agreement including, without limitation, any federal, state, or local income tax, and any withholding or employment taxes imposed upon such Party, including in respect of any advertising revenue to such Party. To the extent that Muskegon owned real property becomes taxable due to this Operating Agreement, Operator will reimburse Muskegon for such taxes.

XXII. FORCE MAJEURE

Neither Party will be deemed to have breached this Agreement if it is prevented from performing any of its obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control, and the Party experiencing force majeure gives written notice to the other Party identifying the nature of such force majeure, and when it began. The Party experiencing force majeure will take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Agreement will be resumed immediately after such cause has been removed, provided that neither Party will be required to settle any labor dispute except upon terms that the Party deems acceptable. The suspension of any obligations under this Section will not cause the term of this Agreement to be extended and will not affect any rights accrued under this Agreement prior to the occurrence of the force majeure. The Party giving notice of the force majeure will also give notice of its cessation.

XXIII. DEFAULT

If Muskegon enters into any agreement with a Competitor authorizing Competitor to provide Competitor's shared mobility devices and services within the Operating Area that conflicts with this Agreement, including but not limited to the Designated Parking Zone Restrictions set forth in Article XI, Operator may have a court of competent jurisdiction issue an injunction against Competitor and Muskegon in favor of Operator, declare this Agreement breached by Muskegon, and order that the agreement between Muskegon and Competitor be voided. This provision will not be construed to prevent specific performance of this Agreement or of any of its conditions by either Party.

XXIV. SURCHARGES

A. Surcharge for Unlocking a Shared-Mobility Device. During the term of this Agreement, in addition to the User Fees charged by Operator to users of Shared-Mobility Devices, Operator agrees to include an additional surcharge of twenty-five cents (\$.25) to each user for each time a user unlocks a Shared-Mobility Device (“Surcharge”). The Surcharge will be paid by users and collected by Operator in similar manner as all other User Fees paid for their use of Operator’s Shared-Mobility Device. The Surcharges will initially be retained by Operator for the benefit of Muskegon and then will be remitted to Muskegon in accordance with Section (B), below.

B. Payment of Surcharges; Accounting. On the fifteenth (15th) day of each month during the term of this Agreement, Operator will remit to Muskegon the total dollar amount of Surcharges paid by users to Operator during the preceding month (“Monthly Surcharge Payment”). In addition to the Monthly Surcharge Payment, Operator will make a reasonable, good faith effort to simultaneously provide Muskegon with financial reports or accountings detailing the number and dollar amount of Surcharges paid by users in order for Muskegon to calculate the total Surcharge Payment owed to Muskegon by Operator.

XXV. NOTICES AND REPRESENTATIVES

All notices and communications related to this Agreement should be made to the following representatives for each Party. Each such notice, request, or other communication will be effective five (5) business days after depositing in the mail or forty-eight (48) hours after the date on which an e-mail notice is verified as received.

Ride Muskegon, LLC

Attn: Stephen Parent
Title: Member
Email: stephen@ridemuskegon.com
Phone #: 231-557-6446
Address: 10574 Robert F Ln.
West Olive, MI 49460

City of Muskegon

Attn: City Manager
Address: City of Muskegon
933 Terrace St.
Muskegon, MI 49440

XXVI. GENERAL PROVISIONS

A. Assignment. Neither Muskegon nor Operator will assign this Agreement, transfer, or otherwise sublet any part of the Services without the expressed written consent of the other, and such consent will not be unreasonably withheld.

B. Binding Effect. All provisions of this Agreement, including the benefits and burdens, will extend to and be binding upon the Parties respective heirs, legal representatives, successors, and assigns.

C. Caption. The captions and headings in this Agreement are for convenience of reference only and will not be used to interpret, define, or limit its provisions.

D. Counterparts. This Agreement may be executed in multiple identical counterparts, all of which will constitute one agreement.

E. Entire Understanding. This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings—oral or written—are merged herein. Prior or contemporaneous additions, deletions, or other changes will not have any force or affect whatsoever, unless embodied herein.

F. Extinguishment and Replacement. This Agreement extinguishes and replaces any prior agreements between the Parties related to the services described herein upon the Effective Date.

G. Modification. Modifications of this Agreement will not be effective unless agreed to in writing by the Parties in a formal written amendment to this Agreement, properly executed and approved by all the Parties.

H. Independent Counsel—Costs. The Parties acknowledge and agree that the terms and conditions of this Agreement have been freely and fairly negotiated. Each Party acknowledges that in executing this Agreement it has relied solely on its own judgment, belief and knowledge, and such advice as it may have received from its own counsel, and that it has not been influenced by any representation or statement made by the other Party or such Party's Affiliates, including its counsel. Each Party will pay its own fees and expenses incurred in connection with the negotiation, drafting and execution of this Agreement, and in respect of the transactions contemplated by this Agreement (including, without limitation, attorney's fees, and costs).

I. Interpretation. The language in all parts of this Agreement will in all cases be construed simply according to its fair meaning and not strictly construed against any Party. This Agreement will be construed, and performance thereof will be determined in accordance with the laws of the State of Michigan.

J. Waiver. No waiver of any provision of this Agreement will be effective unless the same will be in writing and signed by the Party making such waiver, and any such waiver will apply only to the specific occasion which is the subject of such waiver or consent and will not apply to the occurrence of the same or any similar event on any future occasion. No delay express waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision whether or not similar, and no waiver will constitute a continuing waiver. Any delay in enforcement of any provision hereof will not constitute a waiver thereof.

K. Registration. During the term of this Agreement, Operator will be registered as a business in good standing with the State of Michigan and be a recognized business entity authorized to transact business in the State.

L. Severability. The invalidity or unenforceability of any provision of this Agreement or the agreement documents will not affect the validity or enforceability of any other provision, which will remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Terms. Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after expiration or termination will survive such expiration or termination and will be enforceable by Muskegon if Operator fails to perform or comply as required.

N. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive because of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Public Records. All information in this Agreement, or related to this Agreement, is subject to the provisions of the Freedom of Information Act 1976 no. 442, as amended, MCL 15.321, or latest revision thereof.

P. Attorney's Fees. Each Party will be responsible for their legal fees resulting from the enforcement of this Agreement or any rights under this Agreement.

XXVII. RELATIONSHIP

The Parties agree that the Operator is an independent contractor. To that end, the Operator will determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Operator will provide its own tools, materials, or equipment. The Parties agree that neither the Operator nor its principal is an employee of Muskegon or any of its departments, agencies, or related entities. The Parties also agree that neither the Operator nor its principal is entitled to any employee benefits from Muskegon. Operator understands and agrees that it and its members have no right to claim any benefits under Muskegon's employee retirement system, Muskegon's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by Muskegon.

XXVIII. ATTACHMENTS

The following attachments are in draft form and upon signing this Agreement, the parties will work in good faith to finalize, adopted, and make part of this Agreement:

- Attachment A: Notice to Proceed with E-scooters and E-bikes**
- Attachment B: Key Performance Indicators**
- Attachment C: User Fees**
- Attachment D: Certificate of Insurance**
- Attachment E: Approved locations for Shared-Mobility Devices and Shared-Mobility Services**

The Parties have signed this Agreement as of the Effective Date.

CITY OF MUSKEGON

Dated: March _____, 2022

By: _____
Ken Johnson
Its: Mayor

Dated: March _____, 2022

By: _____
Ann Marie Meisch
Its: Clerk

RIDE MUSKEGON, LLC

Dated: March _____, 2022

By: _____
Stephen Parent
Its: Member

Dated: March _____, 2022

By: _____
Terry Puffer
Its: Member

**ATTACHMENT A
NOTICE TO PROCEED
CITY OF MUSKEGON**

To: Ride Muskegon, LLC

Date: April ____, 2022

Contract: Operating Agreement for Shared-Mobility Service in the City of Muskegon

Project: Shared-Mobility Service Project

Authorization:

You are notified that, in accordance with the Operating Agreement dated March ____, 2022, incorporated herein by reference, you are authorized by the City of Muskegon, State of Michigan, to establish and commence a Shared-Mobility Service program in the City of Muskegon, State of Michigan, for an initial term of five years (5), with the option to enter into renewal terms, in accordance with Article II of the Operating Agreement entered into between the parties dated March ____, 2022, incorporated herein by reference.

Program Start Date: April ____, 2022

Initial Program Renewal Date: April ____, 2027

By: _____
Ken Johnson
Its: Mayor

By: _____
Ann Marie Meisch
Its: Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

OPERATOR:
RIDE MUSKEGON, LLC
a Michigan limited liability company

By: Stephen Parent
Its: Member

By: Terry Puffer
Its: Member

ATTACHMENT B

KEY PERFORMANCE INDICATORS

Performance Indicator	Description	Measure Period	Measured Unit	Threshold
System Reporting	Monthly reports and limited Administration access provided.	Monthly/Annually	See below	See below
Device Availability	Number of Shared Mobility Devices available for use in a day, relative to the number of Shared Mobility Devices in possession of Operator	Average monthly	E-scooter; E-bicycle (if implemented)	100% N/A
Device Maintenance and Inspection	Number of Shared Mobility Devices receiving a maintenance inspection	Monthly	% of Shared Mobility Devices in service	80%
Station Maintenance and Inspection	Stations receiving a cleaning and inspection	At least two (2) times per month, not to exceed twenty-one (21) days between cleaning and inspections	% of stations	10%
Device Response Time	Time to respond to reported deficient, damaged, or unclean station components of devices.	Per occurrence, as necessary or during regularly scheduled maintenance monthly	Complaint response time	Between 30 minutes to 12 hours
Website/Mobile App in Service	Percentage of time that the website and mobile app are in service	As needed during the term of the Agreement	% of total minutes per month	99%
Customer Service Availability	Live Response – Operator will maintain a toll-free customer service number from 9am – 9 pm; Message (after hours) – 24/7 after - hours to address customer concerns and inquires	As needed during the term of the Agreement	Minutes/Hours	95%
Customer Service Response Time	Response time between customer inquiry and complaint resolution	Any given point in time during the term of the Agreement	Complaint acknowledgement and Operation resolution/response time. Measured in minutes/hours.	Reasonable amount of time, with goal of 24 hours or less
Device Distribution	See below	See below	See below	See Redistribution (below)

Redistribution. The City of Muskegon will continuously work with Ride Muskegon, LLC to identify High Priority Areas based on usage in the designated Operating Areas. Once High Priority Areas are identified, Ride Muskegon, LLC, will use its best efforts to distribute a reasonable number of Shared-Mobility Devices to areas to satisfy the demands of said areas in an effort to increase the number of Shared-Mobility Devices available to the public.

ATTACHMENT C

USER FEES FOR INITIAL LAUNCH

The following fee schedule is reflective of the initial fees to charge Users decided by the parties and are subject to change from time to time.

Pay as You Go	\$1.25 to unlock; \$.20 per minute
Non-Parking Zone Fee:	\$5.00 (Free 1 st Occurrence)
Idle Fee (Shared Mobility Device Remains Active, but Parked)	\$0.35 Per Minute
Surcharge	\$0.25 per use

ATTACHMENT D

CERTIFICATE OF INSURANCE

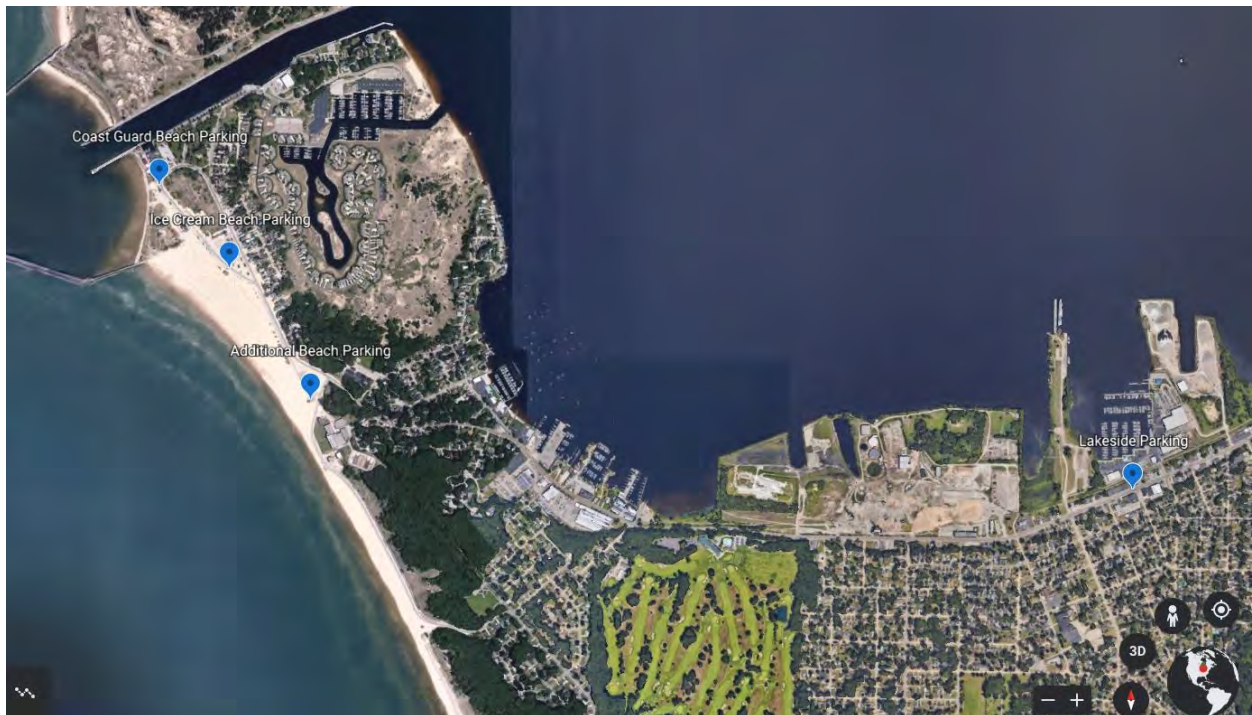
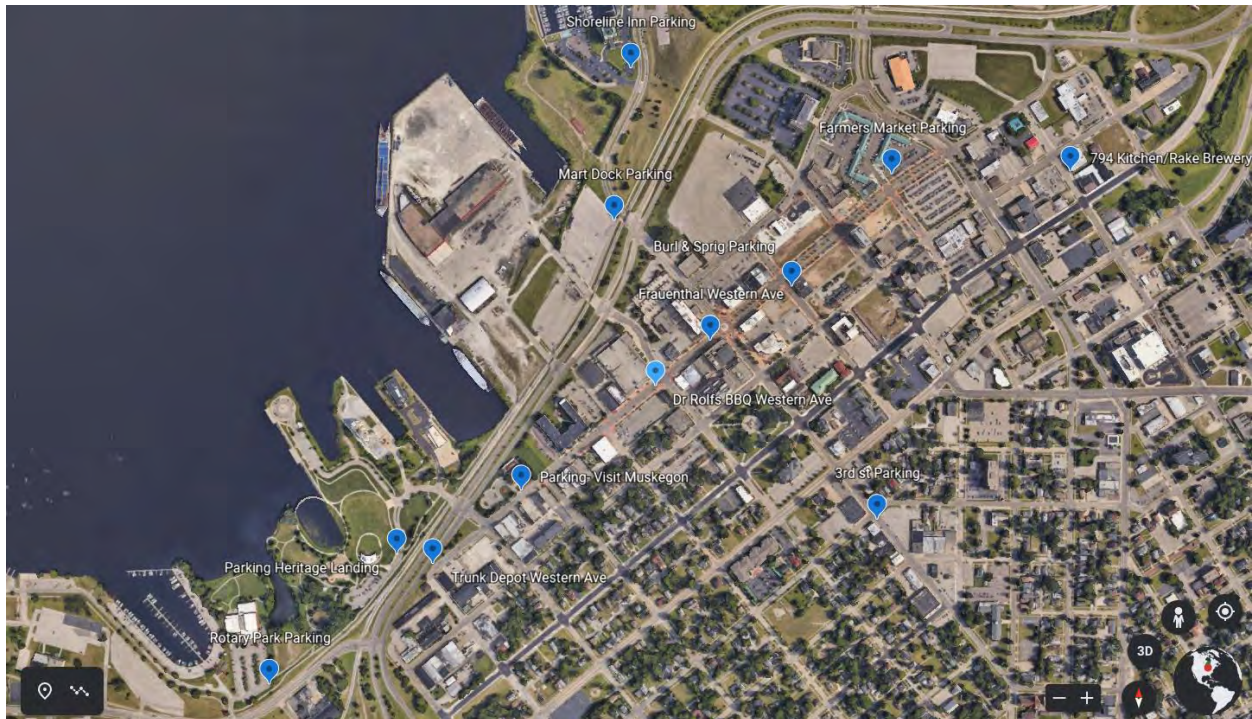
Operator will provide Certificate of Insurance from Hanover Insurance authorizing issuance such certifications and insurance subsequent to the successful implementation of the Operating Agreement and provisioning of Shared Mobility Devices.

ATTACHMENT E

APPROVED LOCATIONS FOR SHARED-MOBILITY DEVICES AND SERVICES

LINK to interactive map of locations:

https://earth.google.com/earth/d/1v4fab3brssz5OBwVxGDGf1q_h7MWSE0h?usp=sharing



16 CITY LOCATIONS:

- 1. 794 Kitchen/Rake Brewery**
- 2. Lakeside Parking**
- 3. Additional Beach Parking**
- 4. Coast Guard Beach Parking**
- 5. Ice Cream Beach Parking**
- 6. Dr Rolfs BBQ Western**
- 7. Trunk Depot Western**
- 8. Shoreline Inn**
- 9. Mart Dock**
- 10. Heritage Landing – TBD**
- 11. Farmers Market Western**
- 12. Frauenthal Western**
- 13. Burl and Sprig**
- 14. 3rd St**
- 15. Visit Muskegon Western**
- 16. Rotary Park**

1. 794 Kitchen/Rake Brewery:



2. Lakeside Parking:



3. Additional Beach Parking:



4. Coast Guard Parking:



5. Ice Cream Beach Parking:



6. Dr Rolfs BBQ Western



7. Trunk Depot Western



8. Shoreline Inn



9. Mart Dock



10. Heritage Landing

TBD

11. Farmers Market Western



12. Frauenthal Western



13. Burl and Sprig





14. 3rd St



15. Visit Muskegon Western



16. Rotary Park



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 4/12/22	Title: Amendment to the PUD at 1000 W Western (Hartshorn Village)
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to amend the final Planned Unit Development at 1000 W Western Ave (Hartshorn Village).	
Detailed Summary: The new plan involves removing 17 single-family homes and adding a 17-unit condo complex. Also, the new street west of Fricano's will be moved slightly to the west. The Planning Commission recommended approval of the amended PUD by a 6-0 vote.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to amend the final Planned Unit Development at 1000 W Western Ave.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

PLANNING COMMISSION STAFF REPORT EXCERPT

March 8, 2022

Hearing, Case 2022-09: Request to amend the Planned Unit Development at 1000 W Western Ave (Hartshorn Village).

SUMMARY

1. The PUD was approved in February 2019. Lots 4 and 5 have been constructed.
2. The original PUD contained 55 detached single-family houses.
3. The Michigan Department of Environment, Great Lakes and Energy (EGLE) has determined that the area north of Fricano's parking lot is a designated wetland.
4. In an effort to save the wetland, the applicant is proposing to remove 17 single-family houses and add a 17-unit multi-story residential building. The exact height of the building has not been listed. Three houses have been removed from the east side of the development and 14 have been removed from the west side of the development.
5. The access street to the boat launch has been moved slightly to the west. The new public street will be placed on property owned by this development and the Adelaide Point development. This will eliminate the need for another entrance to the boat launch since this access point can be shared between both developments.
6. The bike path has not been modified and will be raised above the 100-year flood mark.
7. The public walk connecting Fricano's to the bike path/waterfront has been reduced from the original plan.
8. Notices were sent to everyone within 300 feet of this property. At the time of this writing, staff had not received any comments from the public.

Units 4 and 5 of Hartshorn Village



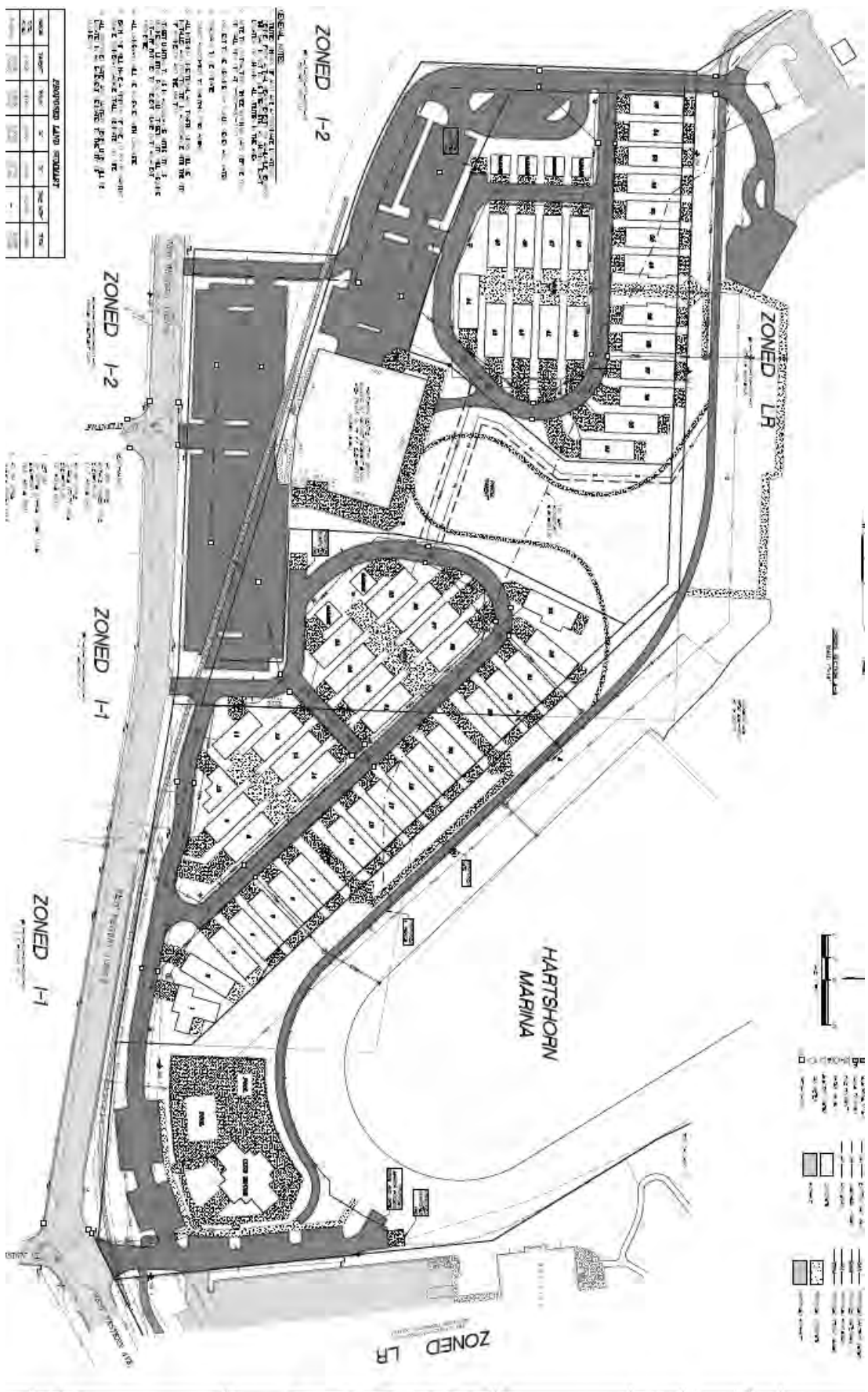
Zoning Map



Aerial Map



Original PUD that was Approved



CITY OF MUSKEGON
RESOLUTION #2022-

**RESOLUTION TO AMEND THE FINAL PLANNED UNIT DEVELOPMENT FOR
1000 W WESTERN AVE (HARTSHORN VILLAGE)**

WHEREAS, a petition to amend the Planned Unit Development at 1000 W Western Ave has been received;
and,

WHEREAS, proper notice was given by mail and publication and public hearings were held by the City Planning Commission and by the City Commission to consider said petition, during which all interested persons were given an opportunity to be heard in accordance with provisions of the Zoning Ordinance and State Law;
and

WHEREAS, the Planning Commission and staff have recommended approval of the Final Planned Unit Development and associated site plan with the conditions that a landscaping plan is approved by staff; and

NOW, THEREFORE, BE IT RESOLVED that the recommendation by staff and the Planning Commission be accepted and the amendment to the final Planned Unit Development is hereby approved.

Adopted this 12th day of April 2022

Ayes:

Nays:

Absent:

By: _____
Ken Johnson
Mayor

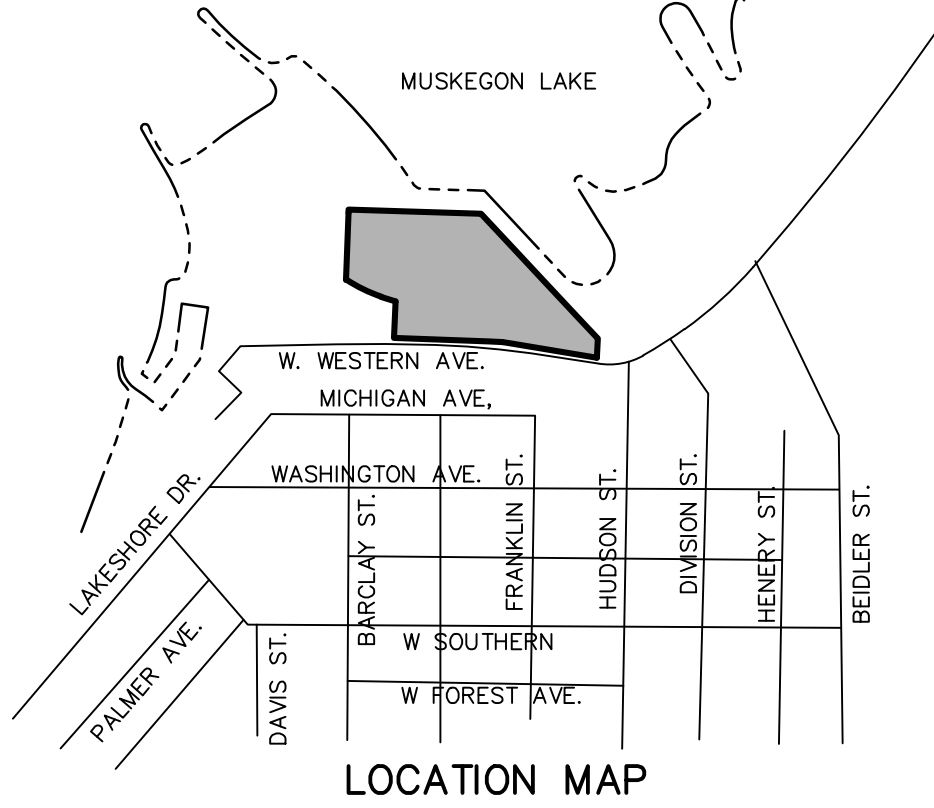
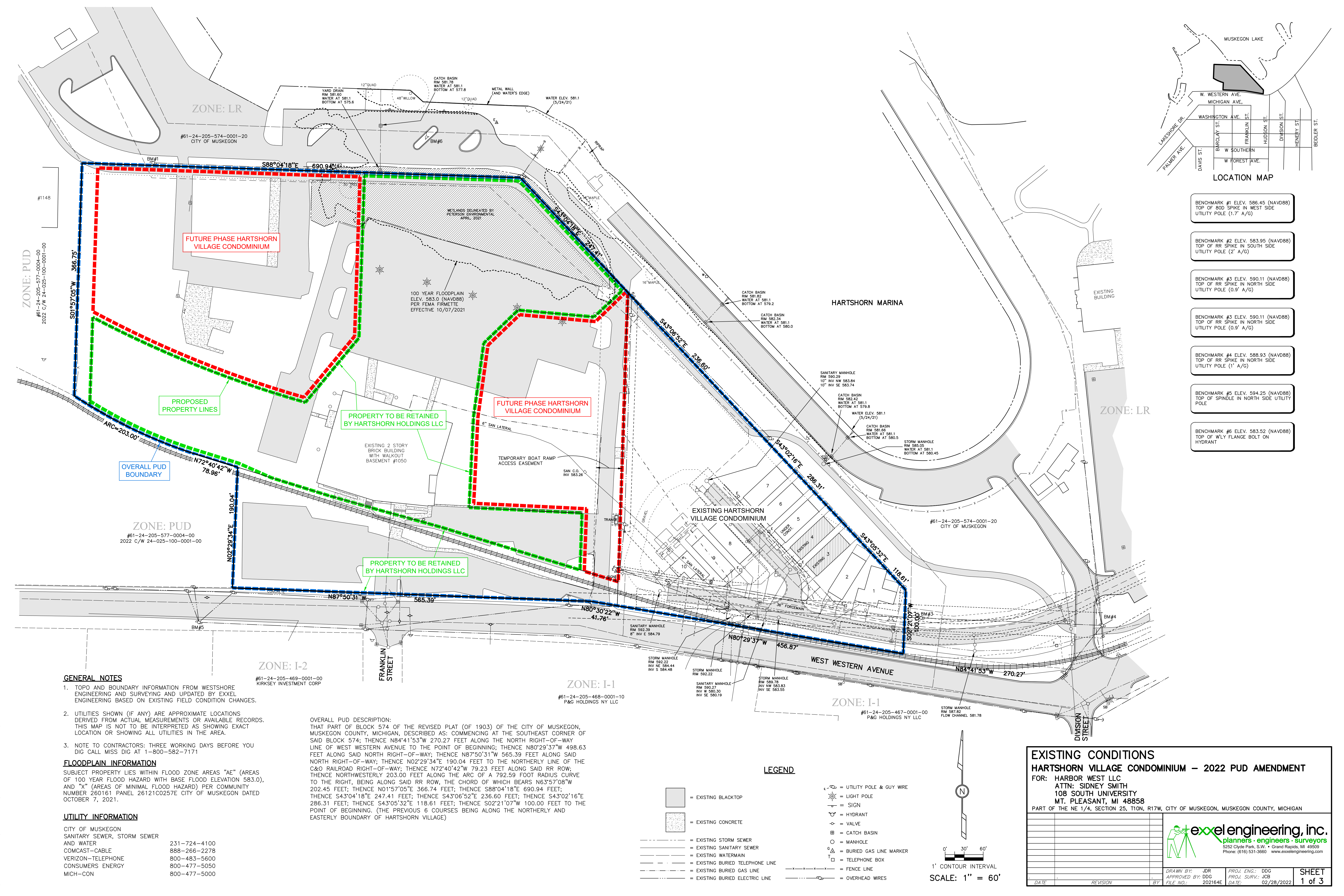
Attest: _____
Ann Meisch
Clerk, City of Muskegon

CERTIFICATE
(Final PUD at 1000 W Western Ave)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 12th day of April, 2022, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2022.

Ann Meisch
Clerk, City of Muskegon



- BENCHMARK #1 ELEV. 586.45 (NAVD88)
TOP OF 800 SPIKE IN WEST SIDE
UTILITY POLE (1.7' A/G)
- BENCHMARK #2 ELEV. 583.95 (NAVD88)
TOP OF RR SPIKE IN SOUTH SIDE
UTILITY POLE (2' A/G)
- BENCHMARK #3 ELEV. 590.11 (NAVD88)
TOP OF RR SPIKE IN NORTH SIDE
UTILITY POLE (0.9' A/G)
- BENCHMARK #3 ELEV. 590.11 (NAVD88)
TOP OF RR SPIKE IN NORTH SIDE
UTILITY POLE (0.9' A/G)
- BENCHMARK #4 ELEV. 588.93 (NAVD88)
TOP OF RR SPIKE IN NORTH SIDE
UTILITY POLE (1' A/G)
- BENCHMARK #5 ELEV. 594.25 (NAVD88)
TOP OF SPINDLE IN NORTH SIDE
UTILITY POLE
- BENCHMARK #6 ELEV. 583.52 (NAVD88)
TOP OF WLY FLANGE BOLT ON
HYDRANT

GENERAL NOTES

1. TOPO AND BOUNDARY INFORMATION FROM WESTSHORE ENGINEERING AND SURVEYING AND UPDATED BY EXCEL ENGINEERING BASED ON EXISTING FIELD CONDITION CHANGES.
2. UTILITIES SHOWN (IF ANY) ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATION OR SHOWING ALL UTILITIES IN THE AREA.
3. NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG CALL MISS DIG AT 1-800-582-7171

FLOODPLAIN INFORMATION

SUBJECT PROPERTY LIES WITHIN FLOOD ZONE AREAS "AE" (AREAS OF 100 YEAR FLOOD HAZARD WITH BASE FLOOD ELEVATION 583.0), AND "X" (AREAS OF MINIMAL FLOOD HAZARD) PER COMMUNITY NUMBER 260161 PANEL 26121C0257E CITY OF MUSKEGON DATED OCTOBER 7, 2021.

UTILITY INFORMATION

CITY OF MUSKEGON
SANITARY SEWER, STORM SEWER
AND WATER
COMCAST-CABLE
VERIZON-TELEPHONE
CONSUMERS ENERGY
MICH-CON

231-724-4100
888-266-2278
800-483-5600
800-477-5050
800-477-5000

OVERALL PUD DESCRIPTION:
THAT PART OF BLOCK 574 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 574; THENCE N84°41'53"W 270.27 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST WESTERN AVENUE TO THE POINT OF BEGINNING; THENCE N80°29'37"W 498.63 FEET ALONG SAID NORTH RIGHT-OF-WAY; THENCE N87°50'31"W 565.39 FEET ALONG SAID NORTH RIGHT-OF-WAY; THENCE N02°29'34"E 190.04 FEET TO THE NORTHERLY LINE OF THE C&O RAILROAD RIGHT-OF-WAY; THENCE N72°40'42"W 79.23 FEET ALONG SAID RR ROW; THENCE NORTHWESTERLY 203.00 FEET ALONG THE ARC OF A 792.59 FOOT RADIUS CURVE TO THE RIGHT, BEING ALONG SAID RR ROW, THE CHORD OF WHICH BEARS N63°57'08"W 202.45 FEET; THENCE N01°57'05"E 366.74 FEET; THENCE S88°04'18"E 690.94 FEET; THENCE S43°04'18"E 247.41 FEET; THENCE S43°06'52"E 236.60 FEET; THENCE S43°02'16"E 286.31 FEET; THENCE S43°05'32"E 118.61 FEET; THENCE S02°21'07"W 100.00 FEET TO THE POINT OF BEGINNING. (THE PREVIOUS 6 COURSES BEING ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF HARTSHORN VILLAGE)

LEGEND

- EXISTING BLACKTOP
- EXISTING CONCRETE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING BURIED TELEPHONE LINE
- EXISTING BURIED GAS LINE
- EXISTING BURIED ELECTRIC LINE
- UTILITY POLE & GUY WIRE
- LIGHT POLE
- SIGN
- HYDRANT
- VALVE
- CATCH BASIN
- MANHOLE
- BURIED GAS LINE MARKER
- TELEPHONE BOX
- FENCE LINE
- OVERHEAD WIRES

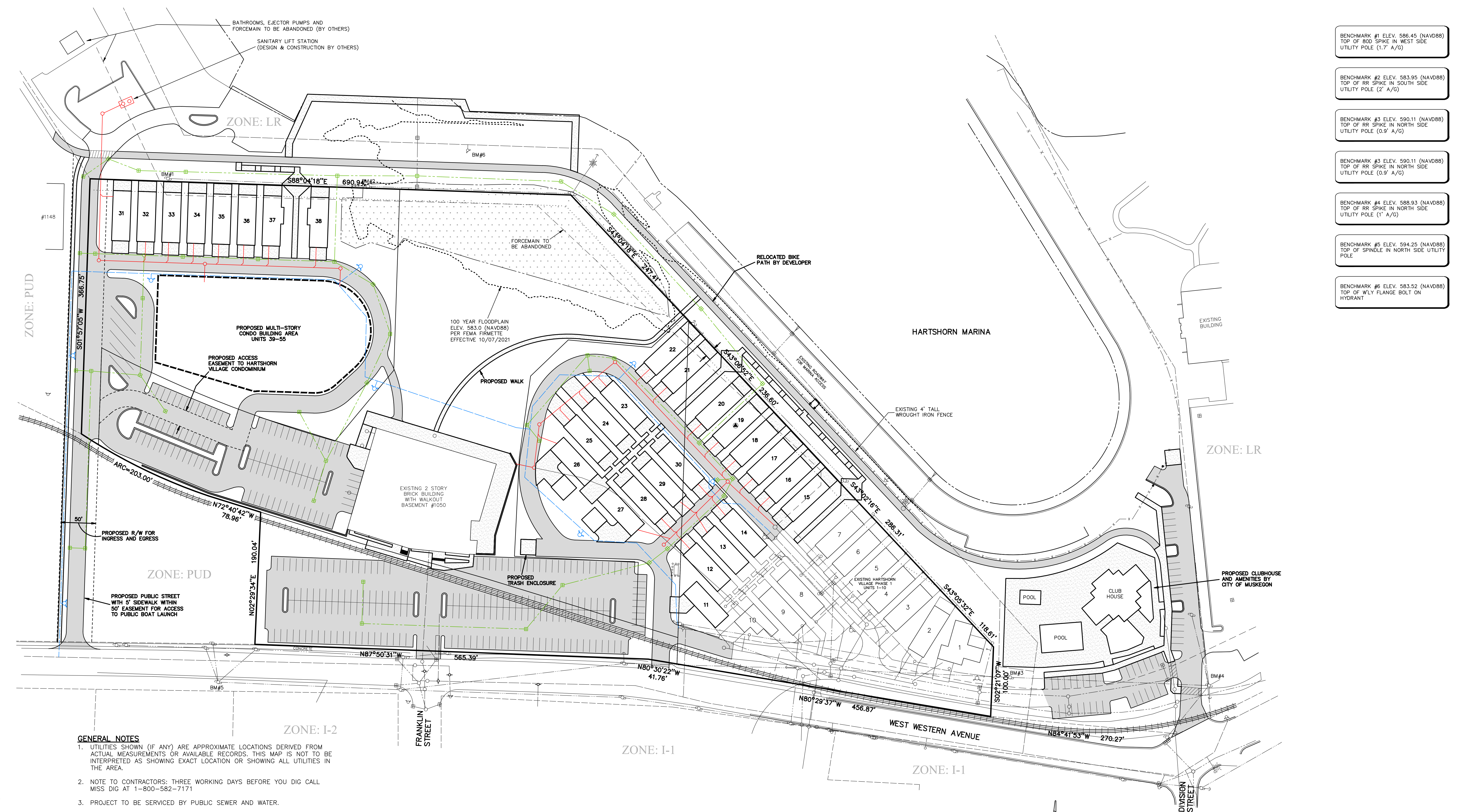
EXISTING CONDITIONS
HARTSHORN VILLAGE CONDOMINIUM – 2022 PUD AMENDMENT
FOR: HARBOR WEST LLC
ATTN: SIDNEY SMITH
108 SOUTH UNIVERSITY
MT. PLEASANT, MI 48858
PART OF THE NE 1/4, SECTION 25, T10N, R17W, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

exxel engineering, inc.
planners • engineers • surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

DRAWN BY: JDR
APPROVED BY: DDG
FILE NO.: 202164E

PROJ. ENG.: DDG
PROJ. SURV.: JCB
DATE: 02/28/2022

SHEET
1 of 3



- BENCHMARK #1 ELEV. 586.45 (NAVD88)
TOP OF 800 SPIKE IN WEST SIDE
UTILITY POLE (1.7' A/G)
- BENCHMARK #2 ELEV. 583.95 (NAVD88)
TOP OF RR SPIKE IN SOUTH SIDE
UTILITY POLE (2' A/G)
- BENCHMARK #3 ELEV. 590.11 (NAVD88)
TOP OF RR SPIKE IN NORTH SIDE
UTILITY POLE (0.9' A/G)
- BENCHMARK #3 ELEV. 590.11 (NAVD88)
TOP OF RR SPIKE IN NORTH SIDE
UTILITY POLE (0.9' A/G)
- BENCHMARK #4 ELEV. 588.93 (NAVD88)
TOP OF RR SPIKE IN NORTH SIDE
UTILITY POLE (1' A/G)
- BENCHMARK #5 ELEV. 594.25 (NAVD88)
TOP OF SPINDLE IN NORTH SIDE UTILITY
POLE
- BENCHMARK #6 ELEV. 583.52 (NAVD88)
TOP OF W/LY FLANGE BOLT ON
HYDRANT

GENERAL NOTES

- UTILITIES SHOWN (IF ANY) ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATION OR SHOWING ALL UTILITIES IN THE AREA.
- NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG CALL MISS DIG AT 1-800-582-7171
- PROJECT TO BE SERVICED BY PUBLIC SEWER AND WATER.
- A PUBLIC STREET WILL BE CONSTRUCTED ALONG THE WEST SIDE OF THE DEVELOPMENT BY THE CITY OF MUSKEGON AS SHOWN ON THE PLANS FROM WEST WESTERN TO THE BOAT LAUNCH.
- ROADWAYS WITHIN HARTSHORN VILLAGE CONDOMINIUM TO BE PRIVATE
- CONDO ASSOCIATION TO MAINTAIN OPEN AREAS.
- ALL INTERIOR DIRECTIONAL AND TRAFFIC SIGNS WILL BE INSTALLED AND CONSTRUCTED IN ACCORDANCE WITH THE CITY OF MUSKEGON AND THE MMUTCD.
- STREET LIGHTING TO BE IN ACCORDANCE WITH THE CITY OF MUSKEGON LIGHTING FOR PUBLIC STREETS. CITY WILL REQUIRE CUT-OFF FIXTURES TO PREVENT GLARE ONTO ADJACENT PROPERTIES.
- ALL DRIVEWAYS WILL BE SURFACED WITH CONCRETE.
- EACH UNIT WILL HAVE A MINIMUM OF ONE (1) 8'X18" PARKING SPACE (DRIVEWAY/GARAGE STALL) DEDICATED ON SITE.
- ALL PROPOSED WATER AND SANITARY SEWER LINES WILL BE LOCATED IN AN EASEMENT DEDICATED TO THE CITY OF MUSKEGON.

LEGEND

- = PROPOSED BLACKTOP
- = PROPOSED CONCRETE
- = EXISTING STORM SEWER
- = EXISTING SANITARY SEWER
- = EXISTING WATERMAIN
- = EXISTING BURIED ELECTRIC LINE
- = PROPOSED WATERMAIN
- = PROPOSED SANITARY SEWER
- = PROPOSED STORM SEWER
- = UTILITY POLE & GUY WIRE
- = LIGHT POLE
- = SIGN
- = HYDRANT
- = VALVE
- = CATCH BASIN
- = MANHOLE
- = BURIED GAS LINE MARKER
- = TELEPHONE BOX
- = FENCE LINE
- = OVERHEAD WIRES

PROPOSED SITE PLAN
HARTSHORN VILLAGE CONDOMINIUM – 2022 PUD AMENDMENT

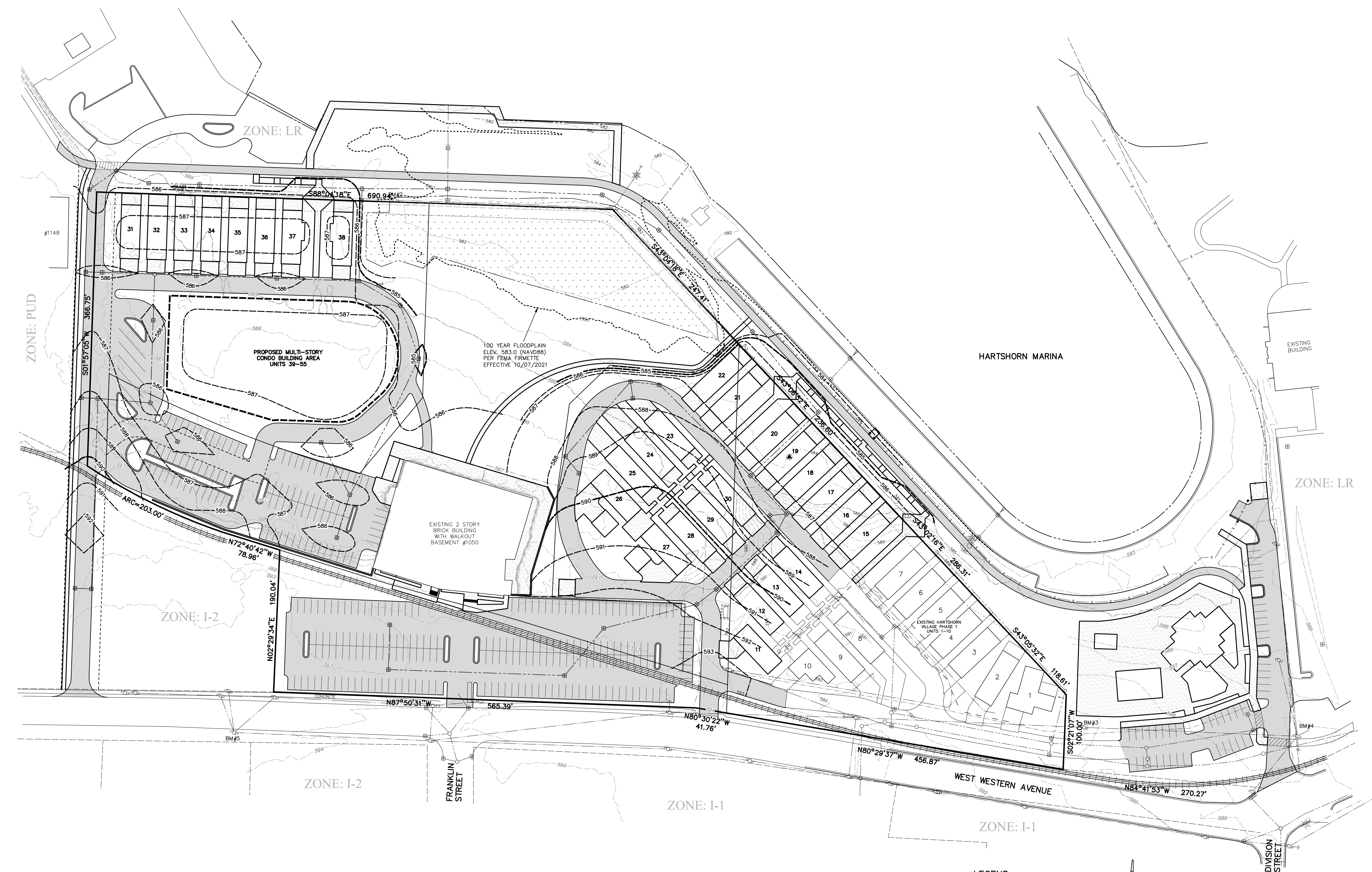
FOR: HARBOR WEST LLC
ATTN: SIDNEY SMITH
108 SOUTH UNIVERSITY
MT. PLEASANT, MI 48858
PART OF THE NE 1/4, SECTION 25, T10N, R17W, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

				 exxel engineering, planners · engineers · surveyors 5252 Clyde Park, S.W. • Grand Rapids, MI Phone: (616) 531-3660 www.exxelengineers.com
DRAWN BY: JDR		PROJ. ENG.: DDG		SHEET 2 of 3
APPROVED BY: DDG		PROJ. SURV.: JCB		
DATE:	REVISION:	BY:	FILE NO.: 202164E	
		DATE: 02/28/2022		



0' 30' 60'
1" CONTOUR INTERVAL
SCALE: 1" = 60'

P:\Projects\2020\2022\644\Drawings\2021\64-PUD.dwg, S03-GRD, 2/28/2022 9:28:04 AM, jrc

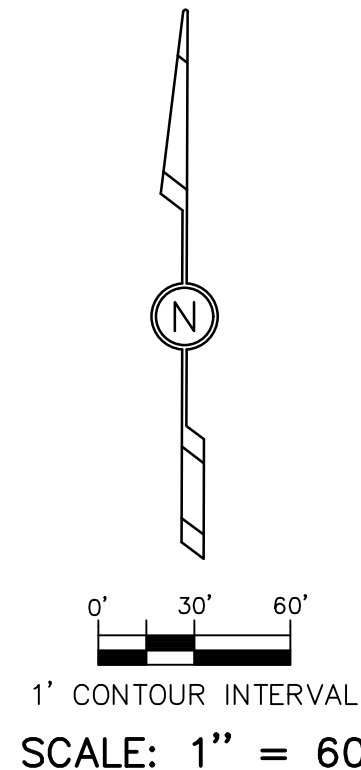


GENERAL NOTES

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- NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG CALL MISS DIG AT 1-800-582-7171
- IT IS PROPOSED THAT ALL EXISTING SOIL WILL REMAIN ON SITE. ADDITION FILL MATERIAL MAY NEED TO BE TRUCKED IN.

LEGEND

- = EXISTING CONTOUR
- - - - - = PROPOSED CONTOUR
- - - - - = EXISTING STORM SEWER
- - - - - = EXISTING BURIED ELECTRIC LINE
- = UTILITY POLE & GUY WIRE
- ☼ = LIGHT POLE
- = SIGN
- = HYDRANT
- = VALVE
- = CATCH BASIN
- = MANHOLE
- △ = BURIED GAS LINE MARKER
- = TELEPHONE BOX
- - - - - = FENCE LINE
- = OVERHEAD WIRES



PROPOSED GRADING PLAN HARTSHORN VILLAGE CONDOMINIUM – 2022 PUD AMENDMENT

FOR: HARBOR WEST LLC
ATTN: SIDNEY SMITH
108 SOUTH UNIVERSITY
MT. PLEASANT, MI 48858
PART OF THE NE 1/4, SECTION 25, T10N, R17W, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

						excel engineering, inc. planners · engineers · surveyors 5252 Clyde Park, S.W. • Grand Rapids, MI 49508 Phone: (616) 531-3660 www.excelengineering.com			
			DRAWN BY: JDR			PROJ. ENG.: DDG			SHEET 3 of 3
			APPROVED BY: DDG			PROJ. SURV.: JCB			
			FILE NO.: 202164E			DATE: 02/28/2022			
DATE			REVISION			BY			



5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

BENCHMARK #1 ELEV. 586.45 (NAVD88)
TOP OF 80D SPIKE IN WEST SIDE
UTILITY POLE (1.7' A/G)

BENCHMARK #2 ELEV. 583.95 (NAVD88)
TOP OF RR SPIKE IN SOUTH SIDE
UTILITY POLE (2' A/G)

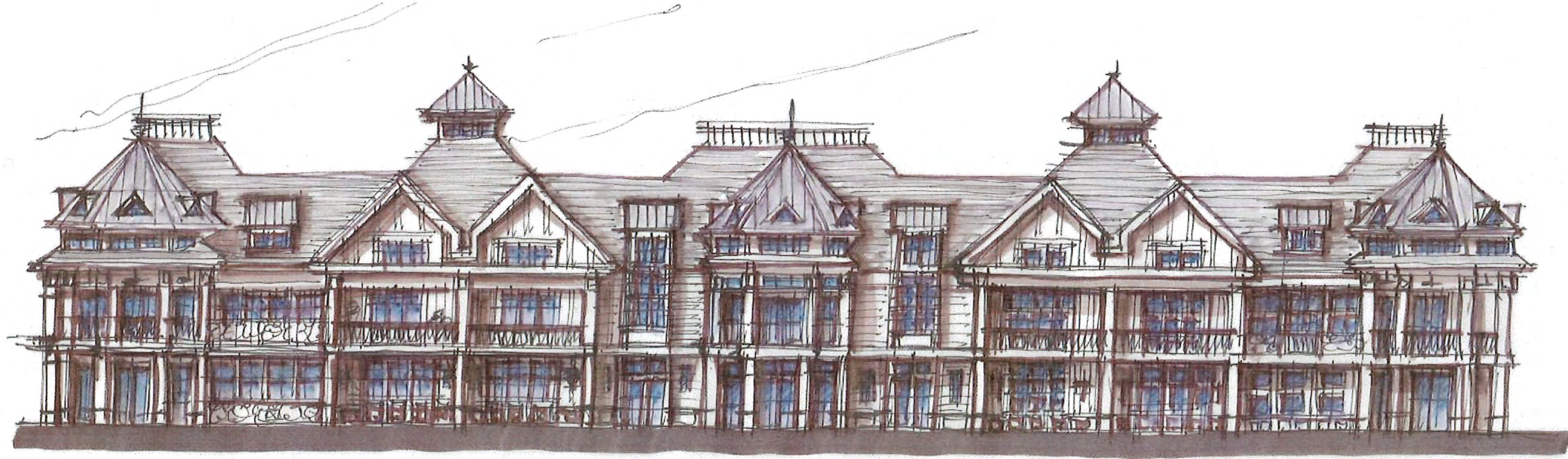
BENCHMARK #3 ELEV. 590.11 (NAVD88)
TOP OF RR SPIKE IN NORTH SIDE
UTILITY POLE (0.9' A/G)

BENCHMARK #3 ELEV. 590.11 (NAVD88)
TOP OF RR SPIKE IN NORTH SIDE
UTILITY POLE (0.9' A/G)

BENCHMARK #4 ELEV. 588.93 (NAVD88)
TOP OF RR SPIKE IN NORTH SIDE
UTILITY POLE (1' A/G)

BENCHMARK #5 ELEV. 594.25 (NAVD88)
TOP OF SPINDLE IN NORTH SIDE
UTILITY POLE

BENCHMARK #6 ELEV. 583.52 (NAVD88)
TOP OF WLY FLANGE BOLT ON
HYDRANT



PROJECT:

Hartshorn Village and
Marina Concept Phase 3

DATE:

3/10/2022



DeHaan Builders, Inc.
3299 Hudson Trails Dr.
Hudsonville, MI 49426
Phone: 616-896-8300
Email: ddehaan@dehaanhomes.com



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/12/2022	Title: City of Muskegon Housing Study and Needs Assessment RFP
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: The City has been seeing a large increase in new housing starts, both initiated within our division and from the private sector. Staff is requesting permission to solicit firms for a comprehensive needs assessment for housing in our community.	
Detailed Summary: As we scale our efforts to deliver more housing units to combat the nationwide housing shortage, we require more and higher quality data to direct these efforts. There has not been a formal study compiled for our market since 2016, and our neighboring areas such as Ottawa County and the greater Grand Rapids area have recently commissioned similar studies, which have had great effect in their efforts to infill housing units of all types. As the city continues to focus on infill housing in our neighborhoods and we see greater and greater interest in multi-family housing development by both LIHTC and market-rate developers, we need to have this study so that we can both secure sound investments and not be flying blind as we attempt to revitalize our neighborhoods. We are currently seeing upward pressure on rental prices across all price points, and the best way to combat that is with more information that will lead to more units.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: A motion to approve the release of the Housing Needs Assessment RFP as presented.	
For City Clerk Use Only: Commission Action:	

REQUEST FOR PROPOSALS

HOUSING MARKET STUDY AND ANALYSIS

CITY OF MUSKEGON, MICHIGAN

INTRODUCTION

The City of Muskegon, Michigan, through its Development Services Division, invites proposals from qualified firms for the preparation of the 2022 City of Muskegon Housing Market Study and Analysis. This study will support the City's currently underway Master Plan update, Comprehensive Economic Development Strategy, Consolidated Plan for CDBG and HOME, as well as City of Muskegon initiatives to ensure an adequate supply of both affordable and market rate housing. This RFP is available to the public online at: www.shorelinecity.com.

PROJECT DESCRIPTION

The City of Muskegon Development Services Division will contract with a qualified consultant for a city-wide housing market study and analysis. The Division is the portion of the Muskegon City government that houses the community's Community Development Block Grant programming as well as federal HOME funds, both of which can be used for affordable housing investments. The City of Muskegon directly funds affordable housing development and rehabilitation through its CDBG and HOME programming. The Development Services Division also negotiates, initiates, and finalizes all housing related tax incentives available to housing developers in Michigan.

The Housing Market Study should:

1. Provide an inventory of existing affordable and market rate housing- both publically supported and solely in the private sector- throughout the city of Muskegon and broken down by the city's 14 neighborhoods.
2. Give a detailed picture of the current housing market in Muskegon, with specific attention to the existing demand and supply at various for-sale and rental price points for both rental and single family ownership housing. This should be broken down between affordable and market rate units.
3. Delineate the current housing market by neighborhood, with analysis of trends for both the affordable and market rate rental market as well as owner occupied units.
4. Provide information regarding the demand for units that will allow the city and its development partners to develop action strategies aimed at reducing housing and cost burdens and unit shortages.
5. Provide market trend information to the City of Muskegon and its development partners that will assist in decision-making regarding the investment of public funds in housing programs over the next 5 years.
6. Provide information regarding housing market "sub-niches" that may have an impact on housing demand, investment, and construction.

BACKGROUND

The City of Muskegon is located in the western region of the State of Michigan, and incorporated along Lake Michigan's Eastern shoreline. The City's population is about 39,000, located in Muskegon County with a population of 173,000. The City is now preparing to finalize its Master Plan update, and is soliciting proposals to better understand housing market forces with specific intent to improve the provision of both affordable and market-rate housing. The City of Muskegon serves as a Participating Jurisdiction for CDBG funds, administers HOME funds internally, and also contracts with neighboring Norton Shores to administer their CDBG allocation.

The City of Muskegon is currently the community in Muskegon County with the most subsidized affordable units, and has recently seen infill of several new multi-family LIHTC developments in and around our traditional downtown. However, reports and data from our partners in the single family rental industry, nonprofit housing organizations, and the Michigan State Housing Development Authority also indicates that the affordable housing need in our community continues to be significant. Many challenges make the provision of housing of any price point in Muskegon difficult, its narrow traditional grid block lots, lower than average AMI, and lower housing market values among them. Many households in Muskegon are housing cost burdened due to our large cohort of low/mod income families, and with a shortage of units and increased interest from incoming residents due to revitalization this issue seems to be worsening.

Previous housing market analyses have found that those needing affordable housing (primarily but not limited to households earning less than 80% AMI) face demand that far exceeds supply, and that in the multi-family space which accounts for many of our affordable units, 90% of the stock is reserved or preferred for senior citizens. Therefore, the City is actively involved in a number of affordable and market rate housing initiatives. These include the funding of and planning for new rental and owner-occupied housing construction. More information on the City initiatives including current and future planning efforts- can be found on the City's web page at www.shorelinecity.com.

SCOPE OF WORK

The Housing Market Analysis shall provide an in-depth assessment of the significant characteristics of the current housing market, and the projected characteristics of that market, for each of the fourteen neighborhoods in the city of Muskegon. It should, at a minimum, address the following:

- Inventory and analyze the existing housing stock. The City will work with the Consultant to determine the location and number of subsidized housing units (from HUD data), and designated affordable housing units (those which must serve as affordable housing through deed restrictions or other agreements). The Consultant will inventory and map private non-subsidized housing meeting general affordability cost criteria. Respondents should propose a methodology that conducts the inventory, identifies data and data collection methods to be used, and how the data will be used. Consultant will generate a map for each neighborhood that indicates rental units vs. owner occupied units and breaks down rentals which meet affordability criteria.

- Determine the current supply, demand, condition and cost of housing for rental and homeownership housing, including need for units by type of housing (including number of bedrooms) according to income and size of household, using most recent HUD published income guidelines, and broken down at 30%, 60%, 80% 100%, 120% and over 120% of Median Income for the City of Muskegon.
- Determine the projected supply, demand, condition and cost of housing for rental and homeownership housing, including need for units by type of housing (including number of bedrooms) according to income and size of household, using most recent HUD published income guidelines, and broken down at 30%, 60%, 80% 100%, 120% and over 120% of Median Income for the City of Muskegon between 2022/23 and 2028.
- Quantify the production and inventory the characteristics of all new housing built over the past three years, and projected to 2028, and the impact of this production on the community's housing needs, as well as the specific impact on the needs in each neighborhood in the city.

Additional issues to be addressed include:

- Current housing stock available to serve persons with disabilities, compared with current and future projected demand.
- The location, ownership and characteristics of all senior living developments in the city, with an analysis of the current and future role of these developments for affordable housing.

We expect to use the study and analysis to help us answer the following questions:

- How does the condition and occupancy of existing housing stock affect demand for affordable and market rate housing in Muskegon?
- Is there a need to take policy driven action at the City Commission level to avert symptoms of the unit shortage and infill of market rate units to avoid displacement of low/mod income residents?
- Is the demand for new unit production outpacing the actual creation of those new units? By what extent? At what price ranges (or, affordable at what incomes)?
- How do housing and transportation costs affect current household locational decisions in Muskegon County, and how will they affect future decisions? How will this affect demand and pricing in existing neighborhoods, particularly in the City of Muskegon?
- What are the measurable barriers to the creation of additional affordable and market rate housing (for example, land or construction costs that are comparatively higher than in other places or lower profit margins compared to other places)?
- What are the impacts, if any, of the availability of housing in other areas in Muskegon County?
- What are the impacts of overcrowding, seasonal and short-term leasing, rental to owner occupied ratios, and other types of demand that impact Muskegon's housing market?
- What should be the characteristics of new affordable and market rate housing, including minimum and maximum size, price points, number of bedrooms and baths, scale of development (single-family, townhouse, low-rise, etc.), and for ownership housing, and whether a condominium market is emerging.

DELIVERABLES

- Completion of first drafts
- Completion of final reports (1 unbound hard copy, 4 bound hard copies, digital, and power point)
- Attendance of firm for at least one meeting of the Muskegon City Commission to present the completed Market Analysis.

PROPOSAL SUBMISSION REQUIREMENTS

1. Organizational Information

A proposal must include the full name and address of your firm or organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the scope of work outlined in this proposal. The proposal submission must also indicate whether you operate as an individual or partnership or corporation and include the state in which your firm or organization is incorporated. If a joint venture is contemplated, name the firms involved. Also, subcontractors to be used for completion of the Analysis must be identified in a similar manner.

2. Statement of Experience

A proposal must evidence your firm's experience in completing Housing Market Analyses and Needs Assessments. Please provide examples of project experience involving staff members who will work on the City of Muskegon project using the following format:

- Client name
- Contact person and phone number
- Services provided
- Original estimate or project costs and actual project costs
- Original estimated Project completion schedule and actual completion schedule

3. Project team

The proposal must include the names, qualifications, and background information (resumes) of your Project Team, including Project Manager, and other professional staff who will be assigned to complete the Housing Market Analysis, including subcontractors, if any.

4. Work Plan

Present in detail your proposed work plan for this project, including all major and minor work tasks to be achieved and related work products. Also, present in detail any "Additional Recommended Items" that you deem appropriate to be included as part of the work plan, even if not specifically mentioned.

5. Schedule

Please provide a work schedule outlining the time frame to complete the work including "Additional Recommended Items" and the estimated time required for the completion of each major and minor task.

6. Cost proposal

Provide the not to exceed cost for delivery of the Housing Market Study and Needs Assessment. Demonstrate the level of effort for the Project by listing, by position, the number of hours necessary to complete the plan based on the work plan, including a detailed outline of professional personnel (including subcontractors, if any) and the hourly labor rate for each person working on the project. Include a schedule of all other direct and indirect costs. This Cost proposal will be considered an “all-in” proposal for the completion of all work detailed herein.

7. Minority and Women Business Enterprises

The City of Muskegon has stated goals and organizational vision statement that emphasizes accessible and equitable government practices. One purpose of these stated goals and vision statement is to increase the focus of equitable practices in employment and contracting for city services. Bidders are hereby notified that this RFP is subject to these priorities.

Please provide a statement documenting your outreach efforts and indicate any utilized minority and/or women firms. This statement should be included in your proposal submission for staff review.

EVALUATION CRITERIA

Proposals will be evaluated by City of Muskegon Development Services staff. The proposals will be evaluated on the firm’s ability to meet the requirements of this RFP. Specific evaluation criteria, among other factors, will include:

Qualification and experience of the proposed team:

- History of the firm and its experience in similar projects
- Proposal of a qualified project manager with relevant previous experience
- Quality and availability of staff assigned to the project
- Knowledge of technical requirements
- Creativity and relevance of past work
- Understanding and knowledge about the project study area
- Proposed approach to the project:
- Responsiveness to project description
- Proposed distribution of work and time between team members
- Proposed time frame for the project
- Knowledge of technical requirements
- Technical analysis tools and techniques proposed
- Proposed scope of work and deliverables

Quality of proposal:

- Concise description of tasks, staff and process proposed
- Clarity of roles and responsibilities of key team members
- Responsiveness to other City requirements
- Statement on Equity Outreach Response
- Understanding and acceptance of federal, state, and City regulations and policies
- Competitiveness and Completeness of Cost Proposal

- Reasonable allocation of human resources to project
- Cost Competitive within range of proposals submitted
- Sufficient detail to facilitate final cost negotiations to enable project to be completed with budget

Depending on the analysis of all submittals, personal interviews may be scheduled.

FINAL SELECTION AND REQUIREMENTS

- All proposals become the property of the City of Muskegon upon submission.
- The cost of preparing, submitting and presenting a proposal is the sole expense of the consultant.
- The City of Muskegon reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel the RFP in part or in its entirety if it is in the best interest of the City of Muskegon. This solicitation of proposals in no way obligates the City of Muskegon to award a contract.
- All data, analysis and final report and recommendations will become the property of the City of Muskegon in perpetuity and may not be used by the consultant for any other set of studies without prior written approval.
- Data and analysis will be provided in written and electronic formats in order to create an ongoing source for research and analysis on housing market trends. Uses of data should be documented and include a wide number of sources from local, regional, state and national data sources.
- The contract for the completion of the Housing Market Study and Needs Assessment will be awarded in accordance with all appropriate City of Muskegon procurement requirements.
- The consultant shall submit and maintain a schedule with specified milestone dates for the project. The schedules must allow for necessary review periods for all parties involved with the project.
- The consultant shall submit invoices with a written, status report on each project to the City of Muskegon Development Services Director, who reserves the right to request supplemental information to ensure appropriate project progress.
- The Bidder will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:
 - a. Hold Harmless Agreements: To the fullest extent permitted by law, Vendor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.

- b. Vendor Insurance Requirements: Vendor shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. Workers' Compensation Insurance: The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. General Liability Insurance: The Vendor shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. Motor Vehicle Liability: The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- f. Professional Liability Insurance: The Vendor shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim. This section is only applicable for RFP's requesting professional services (Architect, Engineer, etc...)
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.

- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:
 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance
 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance
 5. If so requested, certified copies of all policies mentioned above will be furnished.

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

Timeline

- Request for Proposal issued: April 13, 2022
- RFP submittals due: May 12, 2022
- Consultant selection and contract negotiation: May 24, 2022
- Contract execution June 14, 2022
- Begin project: June 14, 2022
- Final deliverables due: Based upon contract

Submit by May 12, 2022 at 5:00pm EST to:

Muskegon City Clerk's Office
Attn: Jake Eckholm, Director of Development Services
Muskegon City Hall
933 Terrace
Muskegon, Michigan
49440