

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 9, 2021 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **ROLL CALL:**
- ☐ **HONORS/AWARDS/PRESENTATIONS:**
 - Public Art Update Presentation** Judy Hayner
- ☐ **PUBLIC COMMENT ON AN AGENDA ITEM:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Special Event Policy Update** City Clerk
 - C. Social District Permit Recommendation** Economic Development
 - D. Downtown Muskegon Social District Full Launch** Economic Development
 - E. Small Retailer Assistance Program** Economic Development
 - F. Updated Deficit Elimination Plan – Sewer Fund** Finance
 - G. Campbell Field Playground** Public Works
 - H. Beidler Change Order #004** Public Works
 - I. Harvey Pump Station Electrical Upgrades** Public Works – Filtration
 - J. Asphalt Paver Purchase** DPW/Equipment Division
 - K. MDOT Agreement for Peck Street** Public Works
 - L. Emergency Vactor Repair** Public Works
 - M. Street Sweeping Contract Extension** Public Works
 - N. Lakeside Corridor Improvement Authority Resolution** Economic Development
 - O. Port City Industrial Park Expansion RFP** Economic Development
 - P. Acquisition of 1259 Sanford from Muskegon County Landbank** Economic

Development

Q. Marina Parking Ordinance/Increase Launch Ramp Fines Public
Safety – REMOVED PER STAFF REQUEST

R. Muskegon Central Dispatch Lease Agreement & Exhibits Public
Safety

☐ **PUBLIC HEARINGS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Creation of a Citizen's Commission on Economic Equality Economic
Development – REMOVED PER STAFF REQUEST

B. Rezoning 685 Access Highway Planning

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC COMMENT:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 9, 2021	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of January 29, 2021 Goal Setting Meeting and the February 23, 2021 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 MEETING

FEBRUARY 23, 2021 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held electronically with the Vice Mayor and Commissioners participating via Zoom – a remote conferencing service, Clerk staff present at 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, February 23, 2021.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

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

2021-17 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the February 8, 2021 Worksession Meeting and the February 9, 2021 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Social District Permit Recommendation Economic Development

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

With the establishment of the Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. You handled the initial eight such requests at your August 25 and September 8 meetings and added others as they have been since. The attached resolution is for Legends Bar & Grille LLC seeking a Social District permit from the state and seeking City

Commission recommended approval. The Social District Plan identifies 22 potential participating licensees within the district. Other licensed establishments may file a Social District permit application in the future.

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

C. Port City Industrial Park Sign Upgrades Economic Development

SUMMARY OF REQUEST: Authorize the award of the Port City Industrial Park Sign Upgrades project to the local bidder, Port City Signs.

Staff solicited bids for design and construction services to upgrade the (2) entryway and (6) wayfinding signs within the Port City Industrial Park. The (2) entryway signs are located at the corners of E. Laketon Avenue and Industrial Boulevard & E. Sherman Boulevard and Black Creek Road.

Bids received are as follows:

	Wayfinding Signs
• \$132,995.00 – Advanced Signs (Ferrysburg)	- \$15,435.00
• \$133,756.00 – Praise Sign Company (Grandville)	- \$33,285.00
• \$166,633.46 – Port City Signs (Muskegon)	- \$14,102.00
• \$172,665.17 – Vizidef (Comstock Park)	- \$20,604.12
• \$172,668.00 – Universal Signs, Inc. (Grand Rapids)	- \$10,710.00
• \$190,000.00 – Adams Remco (Grand Rapids)	- \$30,200.00
• \$199,875.00 – Postema Sign and Graphics (Grand Rapid)	- \$42,725.00

Staff is recommending the third low bidder, Port City Signs, on the basis that they were the only local company who offers a greater quality, value and brand of LED message center and which includes a larger sign viewing area and a higher quality resolution. Additionally, Port City Signs is affiliated with Wilde Signs who fabricated the current wayfinding signs along the Lakeshore Bike Trail so continuity of design and construction will be maintained. The (2) entryway signs will feature 5'6" x 16'5" doubled-sided LED electronic message centers. The new LED entryway sign provides the City the opportunity, at a later date, to consider soliciting paid advertisements from tenants of the Industrial Park as well as to promote business activity within this area.

Funds for this project were included in the 20-21 budget and come from the MEDC state grant for the purchase of the former West Shoreline Correctional Facility. Approximately \$232,000 remains unallocated from the grant. Unspent funds are required to be returned to the State by July 31, 2021. The collective bids are below the budgeted amount for the project and no reforecasting adjustment is anticipated at this time. The project would be completed in Spring 2021.

* Staff also requests authorization to spend up to an additional \$5,000.00 to support anticipated electrical service upgrades during installation of the (2) entryway signs.

AMOUNT REQUESTED: \$171,633.46 AMOUNT BUDGETED: \$232,000
(\$166,633.46 + \$5,000)

FUND OR ACCOUNT: 482-91908

STAFF RECOMMENDATION: To approve the award of the Port City Industrial Park Sign Upgrades project to Port City Signs and authorize staff to sign the contract.

E. Sale – 242 Monroe Avenue City Manager

SUMMARY OF REQUEST: City staff is seeking authorization to sell the city-owned home at 242 Monroe to Colleen Steinman. The City constructed this house as part of the phase two of our infill housing program. Our contract to construct the home was \$164,470. We also anticipated \$11,512 in sales commissions. The accepted purchase price is \$175,000, and the incurred sales commissions are \$12,250. The City will not contribute funds toward closing costs.

STAFF RECOMMENDATION: Authorize the City Manager to complete the sale of 242 Monroe Avenue, as described in the purchase agreement.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to approve the consent agenda as presented, minus item D.

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

Nays: None

MOTION PASSES

2021-18 REMOVED FROM CONSENT AGENDA:

D. Placer.ai Software Subscription Economic Development

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

The software proposed will allow our department to conduct research related to economic development such as commuter trends, retail activity tracking, shopper demographics, and commercial/industrial attraction projects. It will also allow us to assist the city with other research, such as attendance information at

city festivals, the Muskegon Farmers Market, and to track location data for our tourism industry. Another major benefit of this software will be oriented around equity. For instance, we will be able to source who is shopping where, and illustrate retail trends in all of our commercial corridors. This will allow us to see who is benefitting economically in the city from various businesses, and where we need to improve our programming and efforts. All of this data is anonymized, and as part of the subscription agreement we receive unlimited technical support from Placer.ai staff. We have included some sample reports and presentations that illustrate the benefits of this program in your packet. This would be an unbudgeted expenditure that would be reflected in a reforecast or budget amendment.

AMOUNT REQUESTED: \$16,000

AMOUNT BUDGETED: 0 (not included in this year's budget)

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

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

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to approve the subscription agreement with Placer.ai for the term of one year as presented.

2nd Motion: Motion by Commissioner German, second by Commissioner Emory, to table this item to the April 12, 2021 Worksession Meeting.

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

Nays: None

MOTION PASSES

2021-19 UNFINISHED BUSINESS:

A. Annex Lease Extension – Mercy Health City Manager

SUMMARY OF REQUEST: This item was approved on January 26, 2021. We have since received a conflict of interest statement from Commissioner Ramsey, the statement has been posted on the City's Facebook page and Website. City staff is seeking authorization to extend the lease agreement with Mercy Health at the Arena Annex Building for one additional year.

Mercy Health currently leases space for a sports rehabilitation and physical therapy office. Mercy Health has occupied the space for five years. The city assumed the lease in 2018 when Ima Jam, Inc. terminated their master lease with the City. Mercy is seeking to extend their lease for an additional year. The lease agreement, in combination with a licensing agreement allowing Mercy

staff to train patients in the facility, generates between \$50,000 and \$75,000 annually for the facility.

STAFF RECOMMENDATION: Approve the lease extension and authorize the City Manager to sign.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Emory, to approve the lease extension and authorize the City Manager to sign.

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

Nays: None

MOTION PASSES

B. 2nd Quarter Budget Reforecast Finance – TABLED FROM 2/9/2021

SUMMARY OF REQUEST: At this time, staff is presenting the 2nd Quarter Budget Reforecast for FY2020-21. Please see the Finance Director's 2nd Quarter Reforecast Highlights below:

General Fund

Revenues: Decrease in Building Permits by \$270,000

Revenues: GL 101-00000-4961 reflects the \$7,068,674 in revenue from the Capital Improvement Bond Proceeds.

Expenses: Increase in Fire Department Equipment and Repairs by \$69,200.

Expenses: 2020 Capital Improvement Bonds expenses \$55,026.

Expenses: Central Dispatch Project capital outlays \$3,600,000.

Expenses: Arena Roof HVAC Payoff \$2,073,373.

MAJOR STREET FUND

Several capital projects have been moved to the Local Street Funds. Monroe Street 4th to 3rd for \$25,000 and the Frauenthal Alley for \$80,000.

PUBLIC IMPROVEMENT FUND

Reduction of Federal Grants by \$150,000. Expenditures adjusted accordingly.

Increased projected revenue for the sale of city owned houses to \$3,250,000 from Midtown Square II and other homes.

Updated the construction cost to \$370,000 for 1192 Pine all three units.

WATER AND SEWER FUNDS

The sewer fund metered sales have increased to reflect the 20% increase as approved by the City Commission.

DOWNTOWN DEVELOPMENT AUTHORITY

Increase in revenues from the Taste of Muskegon and the Art Fair.

MERCY HEALTH ARENA

The Arena's revenue has been negatively impacted by the State's COVID restrictions in several key areas such as concessions, ticket sales, and other items.

We expect to receive a \$40,000 State Grant to offset some of our lost revenue.

STAFF RECOMMENDATION: To approve the 2nd Quarter FY2020-21 Budget Reforecast as presented.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Ramsey, to approve the 2nd Quarter FY2020-21 Budget Reforecast as presented.

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

Nays: None

MOTION PASSES

2021-20 ANY OTHER BUSINESS: Commissioner German paid tribute to Shirley Chisholm in recognition of Black History Month. Mayor Gawron shared that he testified before the General Government Committee in reference to COVID relief for income tax communities. Commissioner Johnson inquired as to the status of the City Manager's evaluation.

PUBLIC COMMENT: Public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 7:50 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 9, 2021	Title: Proposed Special Event Policy Changes
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Special event applications have transitioned to the City Clerk's Office. Staff reviewed current policies and is suggesting some updates/changes. Along with a review of the current policy, staff reviewed fees and made several recommendations as well as the adoption of a policy that allows any event requesting a waiver of fees to fill out a form to be presented to City Commission for consideration. Over many years, Parties in the Park has had all fees waived for use of the park and use of city equipment. Parties in the Park did raise funds and added a new stage built at Hackley Park. This has been an ongoing practice for many years. We are looking for acknowledgment from City Commissioners to continue this practice and/or make any necessary changes.	
Detailed Summary: Staff held several meetings to discuss proposed fees and changes to the policy. Many of the proposed changes provide further clarification for staff and applicants. Some of the major changes include paid parking at the beach, the elimination of deposits, uniformity for insurance requirements, and increasing the fee for the use of Hackley Park.	
Amount Requested: \$0	Amount Budgeted:
Fund(s) or Account(s): General Fund	Fund(s) or Account(s): N/A
Recommended Motion: To adopt the amended policy, fees, and waiver form and acknowledge the waiver of city fees for Parties in the Park.	

CITY OF MUSKEGON SPECIAL EVENT POLICY



The City of Muskegon has many parks and facilities available for use. A Special Event Application is required for any public event held on City property or requiring City services. While there are several City departments involved in the special event process, this policy centralizes the administration of special events with the City's Clerk's Office. Call (231) 724-6705 for any questions.

For events where alcohol is served, applicants must also obtain approval from the State of Michigan Liquor Control Commission and the Muskegon Police Department (231-724-6750), in addition to completing the Special Event Application. Liquor license approval is a separate process from the Special Event Application, with its own fees and regulations. The final authority for signing special liquor licenses is with the Public Safety Director. For State of Michigan liquor license regulations and information, please visit the State of Michigan's website at www.michigan.gov/lara.

SPECIAL EVENT APPLICATION PROCEDURE

I. Special Event Application ("Application") Submission & Fee Schedule

All Applications shall be filed with the City Clerk's Office at least thirty (30) days prior to the event. The non-refundable Application fee must be paid at the time the Application is submitted.

Application fee schedule:

Events occurring during peak event season April 15 – September 30	Events occurring outside of peak season January 1 – April 14 / October 1 – Dec. 31
\$100 fee for applications submitted 60 days or more prior to the event date	\$100 fee for applications submitted 60 days or more prior to the event date
\$250 fee for applications submitted 45-59 days prior to the event date	\$200 fee for applications submitted 45-59 days prior to the event date
\$400.00 fee for applications submitted 30-44 days prior to the event	\$300.00 fee for applications submitted 33-44 days prior to the event
Applications submitted less than 30 days prior to the event date will not be accepted.	\$400 fee for applications submitted less than 30 days prior to the event

Application fees may be waived for Veteran's groups. In addition, the City's recognized Neighborhood Associations are entitled to one Application fee waiver per year in addition to National Night Out festivities, provided that the Application is submitted to the City Clerk's Office at least 30 days in advance of the event date.

The Application shall be submitted on the appropriate form. **The Application fee must be paid at the time of Application submission or the Application will not be considered.** The *City of Muskegon Request for Special Event Application* form can be found on the City's website at www.muskegon-mi.gov, or you may call (231) 724-6705 to have one mailed/e-mailed to you, or visit the Clerk's Office on the 1st floor of City Hall, Monday – Thursday from 8:30 am. until 5:00 p.m. excluding holidays.

Block Parties. The City has a separate Block Party Policy and Application. Contact the City Clerk's Office for further information about block parties.

4th of July weekend. Margaret Drake Elliott Park is not available for special events on the 4th of July, including the entire weekend if July 4 falls on a Friday, Saturday, or Sunday. The park is reserved for picnicking during this holiday.

Reserving event dates for multiple years. As long as prior year event fees are paid in full, established events may reserve their event date(s) and location for future years. A completed special event Application must be received by February 1 of each year in order to hold the date(s) and location.

II. Event Requirements

All Special Event permittees must adhere to the following rules and regulations. Failure to do so may result in the applicant having any conditional approvals revoked, being held responsible for any damages and/or denial of future event Applications.

(a) **Public Safety Personnel.** While the presence of public safety personnel (police/fire/medical) may not be required at all special events, it shall be the discretion of the Public Safety Director if city police and/or fire officials may be required. The applicant/organization will be responsible for payment of public safety personnel services. See Fee Schedule (Section V) for fee estimates. If an event is cancelled with less than 72 hours' notice, the applicant/organization will be responsible for paying two hours' pay per officer, per union contract requirements. Applicants are not allowed to provide their own public safety staff (police/fire/medical) without prior approval of the City of Muskegon's Public Safety Director.

(b) **Liability Insurance.** The applicant must provide proof of liability insurance naming the City of Muskegon as an additional insured. You may use an insurance agent of your choice. An acceptable certificate of insurance must be submitted no later than 10 days before the event date. See Section IV "Liability Insurance Requirements" for the required language and insurance policy amount.

(c) **Restroom Facilities.** All outdoor events shall provide adequate restroom facilities (*i.e.* portable toilets) including handicapped-accessible facilities per ADA requirements. Restroom placement shall not impede sidewalk traffic.

(d) **Digging & Staking.** Digging or staking into paved areas, including roadways, sidewalks, and public parking areas, is not permitted. Digging or staking into non-paved ground shall be cleared through Miss Dig in order to avoid damage to underground utilities. The Applicant Organization is responsible for contacting Miss Dig (1-800-482-7171, or dial 811) a minimum of *5 working days* prior to event set-up. The applicant will also be responsible for paying an electrician to locate underground utility lines and a City employee to location irrigation/water lines, if required. A penalty of \$100 will be charged for an unapproved staking and the Applicant Organization will be responsible for the cost of any damages to underground utilities, including irrigation lines, caused by digging or staking.

(e) **Electrical and Water Hook-up** The applicant must adapt to electrical power available on-site, or provide their own generator. When using City electrical panels, the applicant shall read the meter before and after the event, and report those numbers to the City's special event coordinator upon request. City fire hydrants may be used as a water source for a fee (see Fee Schedule - Section V) for cost. It is the responsibility of the applicant to provide acceptable hoses for potable water usage, which meet Health Department requirements.

(f) **Inspections.** The event location is subject to all building, plumbing, mechanical, electrical, and fire codes. It is the permittee's responsibility to schedule an inspection by any and all required inspectors and pay the required inspection fee(s). The City's building inspection department (SAFEbuilt), requires an inspection of assembly tents that are 400 sq ft or greater. See Fee Schedule (Section V) for costs. For events having multiple tents, contact the City's Building Official for inspection fees.

(g) **Food trucks.** Any food trucks or vendors using deep fryers and/or propane cylinders must be inspected and approved by the Fire Marshal prior to participation in a special event. These vendors are required to have no less than a 5 lbs ABC-type fire extinguisher which has a current inspection tag and a class K type fire extinguisher for any deep-frying equipment wherein oils and/or grease is used as a medium. Contact the Fire Marshall for an inspection at (231) 724-6793.

(h) **Camping/Campgrounds.** Approval must be given by the City Commission to have camping at your event at least 60 days before the event. The City Clerk will submit the request to the City Commission. Events that include overnight camping or a campground area also require a permit from the Muskegon County Health Department and Department of Environment, Great Lakes and Energy. To obtain information about this permit, call (231) 724-6208. A copy of an approved permit must be provided to the City.

(i) **Event Set-up and Tear-down.** For events utilizing any public roadway, no tents, booths, vendors, or equipment shall be set up in the roadway prior to 6:00 p.m. the day before the event. All signs, tents, booths, vendors, and equipment must be removed from the roadway prior to 6:00 a.m. the day after the event.

(j) **Site Clean-up and Trash Disposal.** The Applicant shall be responsible for clean-up of City facilities after the event. This includes the removal of trash from the site (do not leave full trash cans on site). Applicants shall provide their own Dumpster. The City shall have the right to enforce cleanup measures, including but not limited to entry and cleaning of property by City personnel with costs charged to the owner, occupant, or applicant. City staff may require a walk-through after the event to ensure satisfactory clean-up.

(k) **Merchandise Sales.** Sales of all merchandise for Special Events must be out of the public right-of-way, unless prior authorization is received.

(l) **Events Using Water.** Events utilizing a body of water such as Muskegon Lake and/or Lake Michigan require Coast Guard (414-747-7100) and/or Department of Natural Resources (269-685-6851) special event approval.

(m) **Pyrotechnics.** Events utilizing any kind of pyrotechnics must contact the Fire Marshal (231-724-6793) and must also obtain the appropriate permits from the City Clerk's Office.

(n) **Compliance with all regulations.** Special Event applicants/organizations are responsible to ensure that all applicable laws and ordinances are followed. Failure to comply with all city ordinances, rules and regulations may result in the denial of future special event requests.

III. Special Event Application Processing

(a) **Application Intake.** Clerk's Office staff shall be responsible for intake of Special Event Applications and dissemination to appropriate City staff for review and approval. The Application fee must be submitted with the Application. Liquor license Applications shall be filed with the Public Safety Director.

(b) **Event Approval.** The City will issue a conditional approval or denial no later than 30 days after the Application date whenever possible. Preliminary approval may be given to allow the applicant to advertise the event, with final details to be worked out with staff. An approval letter will be issued, listing conditions of approval.

(c) **Application Denial.** If City staff reviews an Application and denies same, it shall be stated in writing the reasons for the denial. An appeal of that decision may be made to the City Commission, whose decision shall be final.

(d) **Unpaid Invoices Due the City.** Any past due fees/invoices owed to the City will result in denial of the event Application and/or future Special Event requests until paid in full.

(e) **Meetings with Staff.** City staff will meet with applicants to discuss event details if needed. Contact the City's special event coordinator in the City Clerk's Office to request a meeting. There may also be instances when City staff may require a meeting with the applicant. Failure to attend a requested meeting may result in denial of the Application.

(f) **Street Closures/Barricading.** Requests for City road closings/barricading require approval of the Public Safety Director and the DPW Superintendent. City Clerk's Office staff will forward requests to the appropriate personnel once the Application and fee are submitted. The applicant is responsible for all associated costs, which may include barricades, public safety services, etc. City Commission approval may be required in some cases. If a street closure is approved for an event, the Applicant must provide written notification to all businesses and residences located along the affected street(s) at least *10 days* prior to the event date. Changes to street closures requested within 30 days of the event date will incur a \$50 fee. *No route and/or road closure changes will be allowed within 14 days of an event.*

Streets shall not be closed prior to 6:00 p.m. the day before the event and must be open by 6:00 a.m. the day following the conclusion of the event.

(f)(1) **Parking along event routes.** The applicant shall be responsible for posting "No Parking" signs along the closed streets of an event route at least **48 hours** in advance of the event date. The City's Department of Public Works may have No Parking signs available for use. However, the applicant/organization must attach 5 ½" by 8 ½" addendums to the signs noting the name of the event and date and time the parking restrictions will be in effect.

(g) **Runs/Walks.** For races, runs, walks, or parades, the applicant must submit a map with the Application, showing the proposed route. In addition, if any streets will be closed or partially closed, the applicant must provide written notification to all residents and businesses along the route as stated above in paragraphs (f) and (f)(1). The City's special event coordinator can provide the names and addresses of affected homes and businesses to be notified. The applicant is responsible for any public safety and/or DPW costs for street closures (barricades, police presence at intersections if needed, etc).

(g)(1) **Use of Lakeshore Trail bike path.** For events utilizing the Lakeshore Trail bike path, there is a trail use fee that will be billed upon completion of the event (see Fee Schedule) to help cover trail maintenance expenses. In addition, any events using the path must post signage at trail entry points on the day of the event, notifying users that there is an event occurring on the trail. Signs may be generic, such as "EVENT ON BIKE PATH TODAY" (organizations using the path for events may share signs to reduce costs). The City's Parks Supervisor can assist you in locating sign placement locations.

(h) **Site Plan.** The City may require submittal of a site plan showing the event grounds and the location of tents, vendors, portable toilets, and other structures.

IV. Liability Insurance Requirements

Liability insurance in the amount of \$1,000,000 in coverage naming the City of Muskegon as an additional insured is required for all events. You may contact an insurance agent of your choice to obtain the liability insurance coverage. A copy of the certificate of insurance must be submitted no later than 10 days before the event.

Please inform your insurance agent that the wording on the certificate must read:

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

V. Special Event Fee Schedule (Use of City Equipment, Labor Charges, Liquor Licenses, Inspections, Park use fees)

ITEM / SERVICE	RENTAL FEE (plus labor if necessary)
55-gallon metal trash can	\$5.00 each
Plastic trash bags (1 case)	\$40.00 per case or actual cost
Snow fence – 50 ft per roll	\$30.00 per roll
Fence posts – 1 needed for every 10 ft	\$3.00 per post
Picnic tables	\$10.00 each
Fire hydrant use (installation & removal of hydrant tree, water testing, and water usage)	\$100.00 flat rate per hydrant
DPW/Parks personnel labor costs (Transportation of Barricades/Cones/tables, etc)	\$60.00/hour Truck/ trailer rental may also be charged
PUBLIC SAFETY SERVICES / FEES	
NOTE: Liquor License fees are lowest when applied for at least 45 days in advance of the event date. <i>Liquor licenses will not be issued within 15 days of an event.</i>	
Special liquor license (non-profit)/New event	\$150.00 (if applied for at least 45 days in advance of event)
Special liquor license (non-profit)/Return event Organization located outside City of Muskegon	\$125.00 (if applied for at least 45 days in advance of event)
Special liquor license/Return event, in-City rate	\$ 75.00 (if applied for at least 45 days in advance of event)
Special liquor license (all) within 15-44 days of event	\$250.00
Liquor license/Temporary authorization – existing business/club	\$40.00 (\$60 if within 15-44 days of event)
Public safety labor charges (police/fire/medical)	\$60.00 per hour (time and ½)
Public safety labor charges (police/fire/medical)	\$120.00 per hour (triple time/holidays)
INSPECTIONS	
Inspection of assembly tent	\$50.00 (if multiple tents, contact building official for fees)
Electrical or plumbing inspections	Contact the building inspection department to see if these are required
Fire Department inspection of food trucks	Included with application fee
PARK USE FEES	
Hackley Park exclusive use fee	\$100/hour or \$500/day
Harbour Towne Beach user fee	\$1500.00 per event
Trail bicycle/walking paths	\$200 per event
Pere Marquette Park user fees (applicable May 15 through September 15)	
Events less than 100 people	\$100 per event (includes 1 parking pass)
Events with 100 - 250 people	\$200 per event (includes 2 parking passes)
Events with 250 – 500 people	\$350 per event (includes 5 parking passes)
Events with 500 - 2000 people	\$500 per event (includes 10 parking passes)
Events over 2000 people	\$1500.00 per event (includes 20 reserved parking spaces and 20 parking passes)
Parking spaces for event use	\$10 per parking space reserved per day and each vehicle must have Beach Parking pass
Exclusive use fee of Ovals parking lot area	\$250 per day and each vehicle must have Beach Parking pass
Camping at Pere Marquette Park	\$20 per night per camper or tent*
	*The City Commission may opt to collect a percentage of camping revenue for larger events in lieu of the \$20 per unit

Route changes for parades, races/walks or any event requiring street closures - Any changes made within 30 days of the event date will incur a \$50 fee. No road closure changes are allowed with 14 days of an event.

CITY OF MUSKEGON SPECIAL EVENT POLICY

2018

The City of Muskegon has many **fine** parks and facilities available for **use** **your event**. A Special Event Application is required for any public event held on City property **or requiring City services**. While there are several City departments involved in the special event process, this policy centralizes the administration of special events with the City's **Planning Department Clerk's Office**. Call (231) 724-6705 for any questions.



For events where alcohol is served, applicants must also obtain approval from the State of Michigan Liquor Control Commission and the Muskegon Police Department (231-724-6750), in addition to completing the Special Event Application. Liquor license approval is a separate process from the Special Event Application, with its own fees and regulations. The final authority for signing special liquor licenses is with the Public Safety Director. For State of Michigan liquor license regulations and information, please visit the State of Michigan's website at www.michigan.gov/lara.

SPECIAL EVENT APPLICATION PROCEDURE

I. Special Event Application ("Application") Submission & Fee Schedule

All Applications shall be filed with the **Planning Department City Clerk's Office** at least thirty (30) days prior to the event. The non-refundable application fee must be paid at the time the application is submitted.

Application fee schedule:

Events occurring during peak event season April 15 – September 30		Events occurring outside of peak season January 1– April 14 / October 1 –Dec. 31	
\$100 fee for applications submitted 60 days or more prior to the event date		\$100 fee for applications submitted 60 days or more prior to the event date	
\$250 fee for applications submitted 59-45 days prior to the event date		\$200 fee for applications submitted 59-45 days prior to the event date	
\$400.00 fee for applications submitted 44-30 days prior to the event		\$300.00 fee for applications submitted 44-30 days prior to the event	
Applications submitted less than 30 days prior to the event date will not be accepted.		\$400 fee for applications submitted less than 30 days prior to the event	
Deposit required:		\$200 (events < 500 people)	\$500 (events > 500 people)

Application fees may be waived for Veteran's groups. In addition, the City's recognized Neighborhood Associations are entitled to one application fee waiver per year in addition to National Night Out festivities, provided that the Application is submitted to the **Planning Department City Clerk's Office** at least 30 days in advance of the event date.

The Application shall be submitted in writing and must be on the appropriate form. **The application fee must be paid at the time of Application submission.** ~~The deposit (\$200 or \$500) must be paid upon event approval (we will send you an invoice).~~ The City of Muskegon Request for Special Event form can be found on the City's website at www.muskegon-mi.gov, or you may call 231.724.6702 to have one mailed/e-mailed to you, or visit the **Planning Department City Clerk's Office** on the **2nd 1st** floor of City Hall, Monday – **Friday Thursday** from 8:30 am. until 5:00 p.m. excluding holidays.

Block Parties. ~~The City does not permit street closures for block parties. We encourage the use of City parks or for these gatherings.~~ The City has a separate Block Party Policy and Application. Contact the City Clerk's Office for further information about block parties.

4th of July weekend. Margaret Drake Elliott Park is not available for special events on the 4th of July, including the entire weekend if July 4 falls on a Friday, Saturday, or Sunday. The park is reserved for picnicking during this holiday.

Reserving event dates for multiple years. Established events may reserve their event date(s) for future years. A completed special event application must be received by February 1 of each year in order to hold the date(s).

II. Event Requirements

All Special Event permittees must adhere to the following rules and regulations. Failure to do so may result in the applicant ~~being held responsible for any damages, forfeiture of all or part of your deposit, and/or denial of future event applications.~~ having any conditional approvals revoked, being held responsible for any damages and/or denial of future event applications.

(a) **Public Safety Personnel.** While the presence of public safety personnel (police/fire/medical) may not be required at all special events, it shall be the discretion of the Public Safety Director as to whether or not, and how many, city police and/or fire officials may be required. The applicant/organization will be responsible for payment of public safety personnel service. See Fee Schedule (Section V, page 5) for fee estimates. If an event is cancelled with less than 72 hours' notice, the applicant/organization will be responsible for paying two hours' pay per officer, per contract requirements. Applicants are not allowed to provide their own public safety staff (police/fire/medical) without prior approval of the City of Muskegon's Public Safety Director.

(b) **Liability Insurance.** The applicant must provide proof of liability insurance naming the City of Muskegon as an additional insured. You may use an insurance agent of your choice. An acceptable certificate of insurance must be submitted no later than 10 days before the event date. See Page 4, Section IV "Liability Insurance Requirements" for the required language and insurance policy amount.

(c) **Restroom Facilities.** All outdoor events shall provide adequate restroom facilities (*i.e.* portable toilets) including handicapped-accessible facilities per ADA requirements. Restroom placement shall not impede sidewalk traffic.

(d) **Digging & Staking.** Digging or staking into paved areas, including roadways, sidewalks, and public parking areas, is not permitted. Digging or staking into non-paved ground shall be cleared through Miss Dig in order to avoid damage to underground utilities. The Applicant Organization is responsible for contacting Miss Dig (1-800-482-7171, or dial 811) a minimum of 5 *working days* prior to event set-up. The applicant will also be responsible for paying an electrician to locate underground utility lines and a City employee to locate irrigation/water lines, if required. A penalty of \$100 will be charged for an unapproved staking and the Applicant Organization will be responsible for the cost of any damages to underground utilities, including irrigation lines, caused by digging or staking.

(e) **Electrical and Water Hook-up** The applicant must adapt to electrical power available on-site, or provide their own generator. When using City electrical panels, the applicant shall read the meter before and after the event, and report those numbers to the City's special event coordinator upon request. City fire hydrants may be used as a water source for a fee [see Fee Schedule (Section V, page 5) for cost]. It is the responsibility of the applicant to provide acceptable hoses for potable water usage, which meet Health Department requirements.

(f) **Inspections.** The event location is subject to all building, plumbing, mechanical, electrical, and fire codes. It is the permittee's responsibility to schedule an inspection by any and all required inspectors and pay the required inspection fee(s). The City's building inspection department (SAFEbuilt), requires an inspection of assembly tents that are 400 sq ft or greater. See Fee Schedule (Section V, page 5) for costs. For events having multiple tents, contact the City's Building Official for inspection fees.

(g) **Food trucks.** Any food trucks or vendors using deep fryers and/or propane cylinders must be inspected and approved by the Fire Marshal's office prior to participation in a special event. These vendors are required to have no less than a 5 lb ABC-type fire extinguisher which has a current inspection tag and a class K type fire extinguisher for any deep-frying equipment wherein oils and/or grease is used as a medium. Contact the Fire Marshall for an inspection at (231) 724-6793.

(h) **Camping/Campgrounds.** Approval must be given by the City Commission to have camping at your event at least 60 days before the event. The City Clerk will submit the request to the City Commission. Events that include a campground area also require a permit from the Muskegon County Health Department and Department of Environment, Great Lakes and Energy. To obtain information about this permit, call (231) 724-6208. A copy of an approved permit must be provided to the City.

(i) **Event Set-up and Tear-down.** For events utilizing any public roadway, no tents, booths, vendors, or equipment shall be set up in the roadway prior to 6:00 p.m. the day before the event. All signs, tents, booths, vendors, and equipment must be removed from the roadway prior to 6:00 a.m. the day after the event.

(j) **Site Clean-up and Trash Disposal.** The Applicant shall be responsible for clean-up of City facilities after the event. This includes the removal of trash from the site (do not leave full trash cans on site). Applicants shall provide their own Dumpster. The City shall have the right to enforce cleanup measures, including but not limited to entry and cleaning of property by City personnel with costs charged to the owner, occupant, or applicant. City staff may require a walk-through after the event to ensure satisfactory clean-up.

(k) **Merchandise Sales.** Sales of all merchandise for Special Events must be out of the public right-of-way, unless prior authorization is received.

(l) **Events Using Water.** Events utilizing a body of water such as Muskegon Lake and/or Lake Michigan require Coast Guard (414-747-7100) and/or Department of Natural Resources (269-685-6851) special event approval.

(m) **Pyrotechnics.** Events utilizing any kind of pyrotechnics must contact the Fire Marshal (231-724-6793) and must also obtain the appropriate permits from the City Clerk's Office.

(n) **Compliance with all regulations.** Special Event applicants/organizations are responsible to ensure that all applicable laws and ordinances are followed. Failure to comply with all city ordinances, rules and regulations may result in the denial of future special event requests ~~and/or the forfeiture of your deposit.~~

III. Special Event Application Processing

(a) **Application Intake.** ~~Planning Department~~ City Clerk's Office staff shall be responsible for intake of Special Event Applications and dissemination to appropriate City staff for review and approval. The application fee must be submitted with the application. Liquor license applications shall be filed with the Public Safety Director.

(b) **Event Approval.** The City will issue an approval or denial no later than 30 days after the application date whenever possible. Preliminary approval may be given to allow the applicant to advertise the event, with final details to be worked out with staff. An approval letter will be issued, listing conditions of approval.

(c) **Application Denial.** Where City staff reviews an Application and denies same, it shall state in writing the reasons for the denial. An appeal of that decision may be made to the City Commission, whose decision shall be final.

(d) **Unpaid Invoices Due the City.** Any past due fees/invoices owed to the City ~~may will~~ result in denial of the event application and/or future Special Event requests ~~until paid in full.~~

(e) **Meetings with Staff.** City staff will meet with applicants to discuss event details if needed. Contact the City's special event coordinator in the ~~Planning Department~~ City Clerk's Office to request a meeting. There may also be instances where City staff requires a meeting with the applicant. Failure to attend a requested meeting may result in denial of the application.

(f) **Street Closures/Barricading.** Requests for City road closings/barricading require approval of the Public Safety Director and the DPW Superintendent. ~~Planning~~ City Clerk's Office staff will forward requests to the appropriate personnel once the application and fee are submitted. The applicant is responsible for all associated costs, which may include barricades and public safety services. City Commission approval may be required in some cases. If a street closure is approved for an event, the Applicant must provide written notification to all businesses and residences located on the affected street(s) at least 10 days prior to the event date. Changes to street closures requested within 30 days

of the event date will incur a \$50 fee. *No route and/or road closure changes will be allowed with 14 days of an event.*

Streets shall not be closed prior to 6:00 p.m. the day before the event and must be open by 6:00 a.m. the day following the conclusion of the event.

~~Street closures will not be approved for block party type events.~~

(f)(1) **Parking along event routes.** The applicant shall be responsible for posting “No Parking” signs along the closed streets of an event route at least **48 hours** in advance of the event date. The City’s Department of Public Works may have No Parking signs available for use. However, the applicant/organization must **provide attach 5 ½” by 8 ½”** addendums to the signs noting **the name of the event** and date and time the parking restrictions will be in effect.

(g) **Runs/Walks.** For races, runs, walks, or parades, the applicant must submit a map with the application, showing the proposed route. In addition, if any streets will be closed or partially closed, the applicant must provide written notification to all residents and businesses along the route as stated above in paragraphs (f) and (f)(1). The City’s special event coordinator can provide you with the names and addresses of affected homes and businesses to be notified. The applicant is responsible for any public safety and/or DPW costs for street closures (barricades, police presence at intersections if needed, etc).

(g)(1) **Use of Lakeshore Trail bike path.** For events utilizing the Lakeshore Trail bike path, there is a trail use fee that will be billed upon completion of the event (see Fee Schedule on pg 5) to help cover trail maintenance expenses. In addition, any events using the path must post signage at trail entry points on the day of the event, notifying users that there is an event occurring on the trail. Signs may be generic, such as “EVENT ON BIKE PATH TODAY” (organizations using the path for events may share signs to reduce costs). The City’s Parks Supervisor can assist you in locating sign placement locations.

(h) **Site Plan.** The City may require submittal of a site plan showing the event grounds and the location of tents, vendors, portable toilets, and other structures.

IV. Liability Insurance Requirements

~~You may contact an insurance agent of your choice to obtain liability insurance coverage. If you are not sure which classification (below) your event falls under, contact the City’s special event coordinator at (231) 724-6702.~~

Liability insurance in the amount of \$1,000,000 in coverage naming the City of Muskegon as an additional insured is required for all events. You may contact an insurance agent of your choice to obtain the liability insurance coverage. A copy of the certificate of insurance must be submitted no later than 10 days before the event.

Please inform your insurance agent that the wording on the certificate must read:

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

• **LOW RISK (L)** ————— Requires \$300,000 liability insurance coverage.

No physical activity by participants and no severe exposure to spectators. Examples of low-risk events include such things as indoor or outdoor meetings, small theatrical performances, auctions, and social gatherings (with no alcoholic beverages).

• **MEDIUM RISK (M)** ————— Requires \$500,000 liability insurance coverage.

Limited physical activity by participants and minimal exposure to spectators. Examples of medium-risk events include dances, animal shows, political rallies, flea markets, picnics, parades with no floats, and family-type concerts. Also included is any event with a crowd size of 500 to 10,000.

- **HIGH RISK (H)** ————— Requires \$1,000,000 liability insurance coverage.

Major participation by participants and/or moderate to severe exposure to spectators. Events in this category include team or individual sporting events (non-professional), circuses and carnivals with rides, parades with floats, and marathons or similar races. Also included is any event with a crowd size of over 10,000 but under 25,000. Examples of events requiring high risk insurance coverage are: Parties in the Park, Rebel Road, Seaway Run, Girls on the Run, and most events with alcohol licenses.

V. Special Event Fee Schedule (Use of City Equipment, Labor Charges, Liquor Licenses, Inspections, Park use fees)

ITEM / SERVICE	RENTAL FEE (plus labor if necessary)
55-gallon metal trash can	\$5.00 each
Plastic trash bags (1 case)	\$40.00 per case or actual cost
Snow fence (wood)-50 ft per roll	\$30.00 per roll
Fence posts-1 needed for every 10 ft	\$3.00 per post
Picnic tables	\$10.00 each
Fire hydrant use (installation & removal of hydrant tree, water testing, and water usage)	\$100.00 flat rate per hydrant
DPW/Parks personnel labor costs (Transportation of Barricades/Cones/tables, etc)	\$60.00/hour Truck/ trailer rental may also be charged
PUBLIC SAFETY SERVICES / FEES	
NOTE: Liquor License fees are lowest when applied for at least 45 days in advance of the event date. Liquor licenses will not be issued within 15 days of an event.	
Special liquor license (non-profit)/New event	\$150.00 (if applied for at least 45 days in advance of event)
Special liquor license (non-profit)/Return event Organization located outside City of Muskegon	\$125.00 (if applied for at least 45 days in advance of event)
Special liquor license/Return event, in-City rate	\$ 75.00 (if applied for at least 45 days in advance of event)
Special liquor license (all) within 15-44 days of event	\$250.00
Liquor license/Temporary authorization - existing business/club	\$40.00 (\$60 if within 44-15 days of event)
Public safety labor charges (police/fire/medical)	\$60.00 per hour (time and ½)
Public safety labor charges (police/fire/medical)	\$120.00 per hour (triple time/holidays)
INSPECTIONS	
Inspection of assembly tent	\$50.00 (if multiple tents, contact building official for fees)
Electrical or plumbing inspections	Contact the building inspection department to see if these are required
Fire Department inspection of food trucks	Included with application fee
PARK USE FEES	
Hackley Park exclusive use fee	\$200 if utilizing the entire park (includes the stage) \$100/hour or \$500/day
Hackley Park stage use fee	\$50 if using only the stage area
Harbour Towne Beach user fee	\$1500.00 per event
Lakeshore Trail bicycle/walking path	\$200 per event
Pere Marquette Park user fees (applicable Memorial Day through Labor Day May 15 through September 15)	
Events less than 100 people	\$100 per event (includes 1 parking pass)
Events with 100 - 250 people	\$200 per event (includes 2 parking passes)
Events with 250 - 500 people	\$350 per event (includes 5 parking pass)
Events with 500 - 2000 people	\$500 per event (includes 10 parking pass)
Events over 2000 people	\$1500.00 per event (includes 20 reserves parking spaces and 20 parking passes)
Parking spaces for event use	\$10 per parking space reserved per day and each vehicle must have Beach Parking pass
Exclusive use fee of Ovals parking lot area	\$200 \$250 per event day and each vehicle must have Beach Parking pass
Camping at Pere Marquette Park	\$20 per night per camper or tent*
	*The City Manager Commission may opt to collect a percentage of camping revenue for larger events in lieu of

	the \$20 per unit
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Route changes for parades, races/walks or any event requiring street closures: Any changes made within 30 days of the event date will incur a \$50 fee. No road closure changes are allowed with 14 days of an event.



CITY OF MUSKEGON SPECIAL EVENT FEE WAIVER APPLICATION

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

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

ORGANIZATION'S INFORMATION

EVENT TITLE: _____		
Applicant Name: _____		
Organization Name: _____		
Non-Profit I.D. or Tax Exempt #: _____		
Address: _____		

City	State	Zip
Phone: () _____	Cell: () _____	
Email Address: _____	Fax: () _____	

EVENT INFORMATION

Event Type (please select all that apply):

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

☐ Tournament Type: _____

☐ Pass-Through

☐ Fundraiser Benefitting: _____

☐ Other _____

Event Location: _____

Why are you requesting to waive the Special Event Fee?

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

Please identify how your organization benefits the community as outlined in the criteria below.
Please be specific *(attach additional pages, if necessary)*:

CRITERIA CONSIDERED

The City will consider the following when reviewing a special event fee waiver request:

- Raises funds to supplement City budgeted services.
- Raises funds for programs normally funded by the City.
- Raises funds for Non-Profit groups, which have contributed substantially to the community.
- Raises funds for elderly citizens or youth organizations.

Event Representative (signature)

Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 3-9-2021	Title: Social District Permit recommendation
Submitted By: Dave Alexander	Department: Economic Development
Brief Summary: The City Commission must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Downtown Muskegon Social District.	
Detailed Summary: With the establishment of the Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. You handled the initial eight such requests at your Aug. 25 and Sept. 8 meetings. The attached resolution is for Capone's Speakeasy & Pizzeria and 794 Kitchen & Bar which are also seeking a Social District permit from the state and seeking City Commission recommended approval. The Social District plan identifies 22 potential participating licensees within the district. Other licensed establishments may file a Social District permit application in the future.	
Amount Requested: None	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permits in the Downtown Muskegon Social District and to direct the City Clerk to certify the City Commission action with the MLCC.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

RESOLUTION RECOMMENDING DOWNTOWN MUSKEGON SOCIAL DISTRICT

PERMIT APPLICATION APPROVAL

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held at Muskegon City Hall, 933 Terrace, Muskegon, MI 49440 and virtually online on the city's Facebook page on the 9th day of March, 2021 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Social District Permit Applications from the following licensees are recommended by the City Commission to consideration and approval by the Michigan Liquor Control Commission:
 - a. JPN III LLC, dba/Capone's Speakeasy & Pizzeria, 794 Pine.
 - b. Jim & Gary's LLC, dba/794 Kitchen & Bar, 794 Pine.
 - c.
2. The City Clerk is authorized and directed to provide each applicant with a certification of this action in the form specified by the Michigan Liquor Control Commission.

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

Stephen J Gawron, Mayor

Ann Marie Meisch, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on March 9, 2021 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976 and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch, City Clerk



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

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

Social District Permit Application

Part 1 - Licensee Information

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

Licensee name: JPN IV LLC dba Capone's Speakeasy & Pizzeria		
Address: 2155 Apple Ave		
City: Muskegon	State: MI	Zip Code: 49442
Contact Name: James Noel	Phone: 231-670-4617	Email: jnoel58@aol.com

Part 2 - Required Documents & Fees

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

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

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

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

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

<u>James P Noel, owner</u>	<u>[Signature]</u>	<u>2/10/21</u>
Print Name of Licensee & Title	Signature of Licensee	Date

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



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

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

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

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

the following resolution was offered:

Moved by _____ and supported by _____

that the application from JPNTV LLC dba Capone's Speakeasy + Pizzeria
(name of licensee - if a corporation or limited liability company, please state the company name)

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

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

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

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

Print Name of Clerk

Signature of Clerk

Date

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



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

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

Social District Permit Application

Part 1 - Licensee Information

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

Licensee name: <i>Jim G. Garys LLC dba 794 Kitchen & Bar</i>		
Address: <i>2155 Apple Ave</i>		
City: <i>Muskegon</i>	State: <i>MI</i>	Zip Code: <i>49442</i>
Contact Name: <i>Jim Noel</i>	Phone: <i>231-670-4617</i>	Email: <i>jnoel58@aol.com</i>

Part 2 - Required Documents & Fees

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

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

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

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

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

<i>James P Noel, Owner</i>	_____ Signature of Licensee	_____ Date
Print Name of Licensee & Title		

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



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

Business ID: _____
Request ID: _____
(For MLCC use only)

Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

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

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

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

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Jim's Barys LLC dba 794 Kitchen & Bar
(name of licensee - if a corporation or limited liability company, please state the company name)

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

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

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

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

Print Name of Clerk

Signature of Clerk

Date

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

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 03-9-2021	Title: Downtown Muskegon Social District full launch
Submitted By: Dave Alexander	Department: Economic Development
Brief Summary: Requesting authorization to have the Muskegon City Clerk's Office sell biodegradable Social District cups and have the city cover the 2021 social district expenses.	
Detailed Summary: The Muskegon City Commission approved the Downtown Muskegon Social District in August. It has been operating 11 a.m.-11 p.m., seven days a week in a limited area since mid-September. The DMSD needs to be expanded to its full area and open to all 22 potential establishments. Please see an accompanying memo outlining the full launch of the DMSD slated for mid-April.	
Amount Requested: Up to \$25,000	Amount Budgeted: none
Fund(s) or Account(s): Potential no-interest loan from the Downtown Muskegon Business Improvement District to be paid back by cup sales	Fund(s) or Account(s):
Recommended Motion: I move to authorize the Muskegon City Clerk's Office to sell 16-ounce Downtown Muskegon Social District Cups for 35 cents apiece to cover city costs and authorize up to \$25,000 to launch and operate the DMSD through the end of 2021.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

To: The Muskegon City Commission

From: Dave Alexander, DDA manager

Re: April full launch of the Downtown Muskegon Social District

Date: 3-2-2021

Commissioners:

I will be on your work session agenda March 8 to provide an update on the Downtown Muskegon Social District and discuss a request for your support of a full launch of the district in mid April.

You approved the DMSD in August with a district plan and its submission to the Michigan Liquor Control Commission. We were able to get a limited portion of district up and running the third week of September. It has been operating from 11 a.m. to 11 p.m., seven days a week along Western Avenue from Sixth Street to First Street. The DMSD has grown to about eight establishments (each having your recommended approval for LCC social district license) and operated to my knowledge without incident. It has been enthusiastically embraced by establishments, downtown promoters and many customers. The DMSD has the potential to create a vibrant, active downtown day in and day out this summer and going forward for years to come.

It is time to fully launch the district from Eighth to Pine along Western and parts of Clay Avenue. We hope to do that sometime in mid April, which will open the district up to a potential of 22 total establishments with more new establishments the future. To this point, the Clerk's Office has been selling 25-cent SD stickers used on approved and licensed SD establishment's own cups. We have probably sold 7,000 stickers among the participants from mid fall through late winter.

To help the city launch with all establishments, I have put together a working team of Dan McKisson, Parkland's food and beverage executive, and Michael Brower of Pigeon Hill along with Tom Schultz of Tyler sales and staff of the Muskegon Lakeshore Chamber of Commerce. We have come up with a plan that was to be presented to the entire DMSD establishments Wednesday March 3 and then to you next week.

Michael Brower and Tom Schultz helped estimate the potential SD sales. They estimate that 700,000 drinks (beer, wine and spirits) are sold in the district by all establishments each year and that a conservative estimate of 15 percent could be in SD cups. That could mean 105,000 SD cup sales for 2021.

My estimate of full launch and 2021 basic operational costs would be about \$25,000. We need to purchase 30 more "Wind Signs" and graphics used to mark the district's "common area"

boundaries just like the 16 we now have in place. The quote for those signs and graphics is \$11,600. The remaining \$13,300 would cover targeted private security services, additional trash collection costs of the city, possible limited marketing and any other incidentals.

We now need to launch with biodegradable district cups with the DMSD logo and each establishment affixing their own identifying sticker. With a cost of about 11 cents for the cup and the need to cover 2021 costs of about \$25,000, my advisory group came to a 35-cent per cup cost. Downtown will work with Pigeon Hill and the Clerk's Office to get an initial order of 24,000 cups purchased and sold to participating establishments.

I will be asking for City Commission on March 9 to approve two elements of this plan:

1. Agreeing to have the Clerk's Office sell 16-ounce DMSD cups for 35 cents apiece.
2. Authorizing up to \$25,000 to fund the DMSD full launch in 2021 with cup sales to reimburse city expenses overtime. The cup sales will only cover the city's costs.

I have the approval of the Downtown Muskegon Business Improvement District to front the city up to \$25,000 from its \$77,000 cash reserves. This would be a no-interest loan to fund the launch to be paid back over time from cup sales. This gives the Finance Department at least one option for funding the 2021 DMSD.

The DMSD could generate more or less revenue in 2021. Additional revenues will go to lower cups costs in 2022 or be used directly to enhance the DMSD as determined by the establishments. A revenue shortfall will be made up in 2022 sales. Going forward, the SD cup charge could be set to generate additional revenues for district improvements such as fire features for the winter, more promotion or entertainment on common-area stages. The establishments will make those decisions.

Muskegon Social District Plan

Introduction:

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

Management:

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

District boundaries:

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

The initial Muskegon Social District would be mainly along West Western Avenue from Eighth Street to Pine Street, including portions of Clay Avenue, Morris Avenue, Third Street and Jefferson Street. (map attached)

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

Potential participating license holders:

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

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

Non-alcohol businesses within the district:

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

Operations:

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

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

District designation and marking:

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

Social District financing:

The Muskegon Social District established, implemented and managed by the City of Muskegon must generate enough revenue to cover its costs. A number of funding models could pay for the Muskegon Social District. The options include a surcharge on beverages purchased for possession and consumption in the common areas though an upcharge on cups that would need to be purchased through the city. Participating establishments could handle the surcharge however they choose within their product price structure. The cup could contain a sponsor logo or message that could generate dollars for the district. The district establishments could charge a small daily fee for a wrist band to be a common area user. And finally, a district fee for participating license holders in the Muskegon Social District could generate further revenues. One or a blending of these funding methods would be explored and implemented by consensus of the city and the participating establishments. Revenues would pay for initial implementation such as signs and trash receptacles and ongoing costs such as the cups, security-enforcement, sanitation, marketing-promotion and entertainment.

Social District logo and beverage containers:

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

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

Security-enforcement:

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

Insurance:

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

Sanitation:

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

Marketing and promotion:

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

Entertainment/food trucks:

The Muskegon Social District has the opportunity to provide entertainment on a regular basis and food trucks when warranted. The district includes three small stages to provide various musical acts, including Olthoff Stage, Alcoa Square and the Farmers Market. The district could also coordinate and promote individual establishments wanting to feature musical

entertainment. Finally, food trucks could be introduced to drive visitors into the district and create a street-fair atmosphere when deemed necessary.

Festivals/special events:

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

Muskegon Social District

- 1 The Eagles
- 2 Tipsy Toad Tavern
- 3 Mike's Inn
- 4 Pigeon Hill Brewing
- 5 Burl and Sprig
- 6 Top Shelf
- 7 Mercy Health Arena/Rad Dads
- 8 Dr. Rolf's BBQ
- 9 Legends
- 10 Smash Wine Bar & Bistro
- 11 Walker's The Foundation
- 12 The CIM's Courses
- 13 Unruly Brewing
- 14 The Block
- 15 18th Amendment
- 16 Farmers Market
- 17 Nipote's
- 18 794 Kitchen & Bar
- 19 Capone's Speakeasy
- 20 Rake Beer Project



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 3/8/2021	Title: Small Retailer Assistance Program
Submitted By: Pete Wills	Department: Economic Development
Brief Summary: Approve modifications to the City's Small Retailer Assistance Program.	
Detailed Summary: The Small Retailer Assistance Program was established to aid in the creation of more small retail businesses and to aid existing small retail businesses negatively impacted by COVID-19. Current grant incentives include: Rental Assistance Grant, Retail Renovation Grant, CV Rental Assistance Grant, and CV Capital Grant. Rental Assistance Grant (new business) – intended to help small retailers open new storefronts in traditional brick and mortar buildings. Grantees reimbursed 50% of monthly rent, up to \$5,000. Changes include: Existing micro-retailers with under 300 sf of space will be eligible for assistance when they move to their own space with their own street frontage. Retail Renovation Grant (new or existing business) – intended to assist in creation of more rentable retail spaces. Grantees reimbursed 50% (up to \$5,000) of renovation costs associated with upgrading defunct space into usable retail suite. No changes CV Rental Assistance Grant (existing business) – intended to help existing small retailers continue operations in storefronts located in traditional brick and mortar buildings. Grantees reimbursed 75% of their monthly rent, up to \$5,000. Changes include: Change to “CV Assistance Grant” / grantees to be reimbursed 75% of their <i>business operating losses</i>, rather than <i>monthly rent</i>, up to \$5,000 / remove eligibility requirement that applicant “<i>employ no more than five people</i>” / permit “<i>retailers or restaurants who are independent and locally-owned</i>” to now be eligible applicants / remove requirement to offer retail goods for sale / remove requirement to possess an executed rental agreement / revise location requirement that applicant be in a traditional brick and mortar building, rather than a “retail suite”, which is visible from the street / allow applicant to demonstrate “<i>significant</i>” business loss rather than proving “<i>greater than 50%</i>” business loss & remove reference to comparable “<i>prior months/years</i>” / permit business to be reimbursed 75% of <i>business operating losses</i> upon providing evidence of business operating losses. CV Capital Grant (existing business) – intended to help existing small retailers continue operations in storefronts located in traditional brick and mortar buildings. Grantees reimbursed 75% of their expenses up to a total of \$5,000 for renovations associated with modifying storefront in response to COVID-19 distancing guidelines and reduced capacity requirements. No changes	
Amount Requested: NA	Amount Budgeted: NA

Fund(s) or Account(s): NA	Fund(s) or Account(s): NA
Recommended Motion: Approve staff modifications to the City's Small Retailer Assistance Program.	
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: March 9, 2020	Title: Updated Deficit Elimination Plan – Sewer Fund
Submitted By: Beth Lewis	Department: Finance
Brief Summary: To approve an updated Deficit Elimination plan and resolution for the Sewer Fund and direct staff to submit plan to the State of Michigan.	
Detailed Summary: At the January 26, 2021 a deficit elimination plan for the Sewer was adopted and sent to the State. The State has requested an update to our plan that includes the projected budgets through deficit elimination. The deficit elimination plan and resolution for the Sewer Fund are attached.	
Amount Requested: na	Amount Budgeted: na
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the deficit elimination resolution for the Sewer Fund.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

DEFICIT ELIMINATION PLAN

City of Muskegon

State ID Number 61-2020

Sewer Fund

March 1, 2021

At June 30, 2020 the City of Muskegon Sewer Fund had a deficit unrestricted net position of \$3,595,965. The City has been running an operations deficit for several years in the Sewer Fund. This deficit was in part created by high water levels on our local lakes which caused infiltration into our system. We recently calculated that in calendar year 2019 for each unit of usage that we billed for we paid the County to treat 1.64 units.

The Staff proposed an immediate 20% rate increase. The City Commission concurred and approved the rate increase on January 12, 2021 with an effective date of January 1, 2021. Staff is hopeful that at June 30, 2021 the fund will have an operations surplus. A 5% rate increase for FY2021-22 has been assumed.

Also part of this deficit is the fact that during FY2019-2020 we had received SRF financing from the state for \$11,500,000. This funding required the City to incur costs and then be reimbursed. This caused our Current Liabilities to increase dramatically over our Current Assets. We received 75% forgiveness on this financing which we will be able to show has revenue in our FY2021-22 fiscal year after all funds are expended and reimbursed and the first principal bond payment is made.

After concurrence with our auditor we are projecting our deficit will be eliminated in FY2021-22.

CITY OF MUSKEGON SEWER FUND			
		PROPOSED	PROPOSED
	FY2019-20	FY2020-21	FY2021-22
OPERATION REVENUE			
Charges for Service	\$ 8,272,639	8,929,716	9,810,862
Other	\$ 125,199	145,000	135,000
Total Operating Revenue	\$ 8,397,838	9,074,716	9,945,862
OPERATING EXPENSES			
Administration	\$ 476,958	508,522	628,522
Wastewater Treatment	\$ 6,978,294	6,000,000	6,200,000
Wastewater Maintenance	\$ 1,852,145	1,870,974	1,908,393
Depreciation	\$ 462,846	514,128	667,974
Total Operating Expenses	\$ 9,770,243	8,893,624	9,404,889
NONOPERATING REVENUES (EXPENSES)			
Investment Earnings	\$ 1,209	1,209	1,209
Interest Expense	\$ (7,200)	(7,500)	(7,800)
Bond forgiveness			8,625,000
Bond Issuance Costs	\$ (56,625)	(45,500)	
Total Nonoperating Revenue(expense)	\$ (62,616)	(51,791)	8,618,409
Change in Net Position	\$ (1,435,021)	\$ 129,301	\$ 9,159,382
Net Position at beginning of year	\$ 11,695,671	\$ 10,260,650	\$ 10,389,951
Net position at end of year	\$ 10,260,650	\$ 10,389,951	\$ 19,549,333

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. _____

WHEREAS City of Muskegon's Sewer Fund had a \$3,595,965 unrestricted net position deficit balance on June 30, 2020; and

WHEREAS, Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury:

NOW THEREFORE, IT IS RESOLVED that the City Commission of the City of Muskegon rescinds Resolution No. 2021-07C adopted on January 26, 2021 and adopts the following as the City of Muskegon's Sewer Fund Deficit Elimination Plan:

CITY OF MUSKEGON SEWER FUND			
		PROPOSED	PROPOSED
	FY2019-20	FY2020-21	FY2021-22
OPERATION REVENUE			
Charges for Service	\$ 8,272,639	8,929,716	9,810,862
Other	\$ 125,199	145,000	135,000
Total Operating Revenue	\$ 8,397,838	9,074,716	9,945,862
OPERATING EXPENSES			
Administration	\$ 476,958	508,522	628,522
Wastewater Treatment	\$ 6,978,294	6,000,000	6,200,000
Wastewater Maintenance	\$ 1,852,145	1,870,974	1,908,393
Depreciation	\$ 462,846	514,128	667,974
Total Operating Expenses	\$ 9,770,243	8,893,624	9,404,889
NONOPERATING REVENUES (EXPENSES)			
Investment Earnings	\$ 1,209	1,209	1,209
Interest Expense	\$ (7,200)	(7,500)	(7,800)
Bond forgiveness			8,625,000
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Total Nonoperating Revenue(expense)	\$ (62,616)	(51,791)	8,618,409
Change in Net Position	\$ (1,435,021)	\$ 129,301	\$ 9,159,382
Net Position at beginning of year	\$ 11,695,671	\$ 10,260,650	\$ 10,389,951
Net position at end of year	\$ 10,260,650	\$ 10,389,951	\$ 19,549,333

Adopted this _____ day of March 2021

By: _____
Stephen J. Gawron
Its Mayor

By: _____
Ann Marie Meisch, MMC
Its Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City commission, held on March 9, 2021. The meeting was properly held and noticed pursuant to Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1967.

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC
City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 9 th , 2021	Title: Campbell Field Playground
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking authorization to approve the purchase of several items related to the construction of a new playground at Campbell Field.

Detailed Summary:

The City was unsuccessful in our grant application to MDNR to fund improvements at Campbell Field, however staff is still moving forward on several of the identified improvements that were previously shared for public comment and are attached. This work is being completed utilizing the city matching funds that were generated from the PILOT Agreement with Royale Glen Apartments (\$156K).

To that end City Staff is requesting permission to move forward with the playground replacement at Campbell Field including contracting for the construction of the playground pad, purchase of playground surfacing tiles and contracting installation services for a new playground.

The equipment for the new playground was purchased through the Beidler Street Sanitary Sewer Project (590/591-91854) and originally planned to be placed at the Beidler Street tot-lot as a replacement for the equipment that was removed there to facilitate the sewer installation. Through staff discussion and coordination with the Campbell Field neighborhood we are now proposing to install the new playground structure at Campbell Field and develop and alternate plan for the Beidler Street tot-lot at a later date.

First, staff proposes to engage with Wing Contracting, which is currently contracted as the low bidder to install the concrete pad for the Aamodt Park Playground, to install the concrete at Campbell Field. The cost of this is TBD but estimated at approximately \$8K and would be handled as a change order under the current agreement for Aamodt Park. This change order would be over the % thresholds available for approval at the staff level.

Second, staff recommends purchase of playground surfacing tiles along with professional playground installation services from Sinclair Recreation. They are the cities preferred vendor for playground services and the suppliers of the already purchased playground equipment. The cost for these items is \$35,752.40.

Staff will return with additional requests at a later date to utilize more of the remaining funds towards completion of items at Campbell Field.

Amount Requested: \$43,752.40

Amount Budgeted: \$156,000

Fund(s) or Account(s): 404

Fund(s) or Account(s): 404

Recommended Motion:

Authorize staff to approve a change order with Wing Construction to provide the concrete work for the new playground pad at a cost not to exceed \$8K and authorize staff to contract with Sinclair Recreation for the purchase of playground surfacing tiles and playground installation services in the amount of \$35,752.40

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:



GameTime c/o Sinclair Recreation
PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954
Fax: 616-392-8634

02/16/2021
Quote #100535-01-15

Campbell Field Tile & Installation of Equipment

City of Muskegon
Attn: Leo Evans
PO BOX 536
MUSKEGON, MI 49443-0536
Phone: 231-724-6920
leo.evans@shorelinecity.com

Ship to Zip 49440

Quantity	Part #	Description	Unit Price	Amount
1860	Tile - DuraSAFE Premium	Sinclair Recreation - Area Two - DuraSAFE Tile Surfacing 3.25" Thick for 6' CFH- Includes installation, adhesive and shipping	\$17.34	\$32,252.40
1	INSTALL	Installation - Installation of PrimeTime Structure and Swings	\$3,500.00	\$3,500.00
Contract: OMNIA			Sub Total	\$35,752.40
			Total	\$35,752.40

Comments

Price does not include excavation, removal of existing equipment, concrete pad, coring of holes or concrete curb required for Tile.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION.

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



GameTime c/o Sinclair Recreation
PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954
Fax: 616-392-8634

02/16/2021
Quote #100535-01-15

Campbell Field Tile & Installation of Equipment

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Facsimile: _____

Email: _____

P.O. No: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Date: _____

Phone: _____

Purchase Amount: \$35,752.40

REQUIRED ORDER INFORMATION:

Bill To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

(For Accounts Payable)

Email: _____

Ship To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

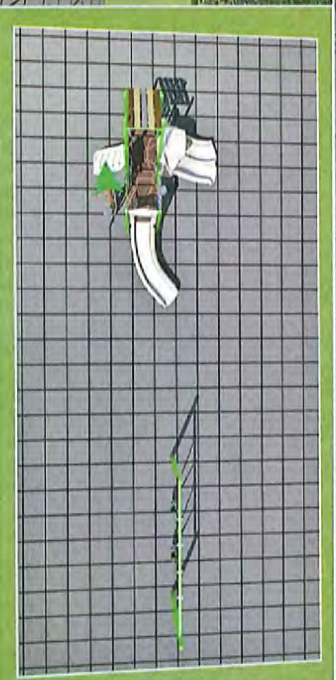
(To call before delivery)

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED.



Rendered in Beidler Tot Lot



City of Muskegon
Beidler Tot Lot



Campbell Field
Concept Plan

March 17, 2020



Landscape Legend

	SHADE TREE	68
	EXISTING TREE	
	ORNAMENTAL TREE	21
	PERENNIAL BED	9,467 sf
	POLLINATOR HABITAT	52,662 sf
	STORMWATER AREA	5,095 sf
	FENCE	
	LAWN	
	CONCRETE	



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 9 th , 2021	Title: Beidler Change Order #004
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is seeking authorization to approve Change Order #004 to the sewer project work on Beidler Street in the Campbell Field Neighborhood.	
Detailed Summary: Final quantity measurements have been completed for the water and sewer work conducted throughout the Campbell Field Neighborhood on Crowley, Beidler, Young, and Pulaski Streets and the project has been recommended for final acceptance and closeout. Change Order #004 represents an increase to the Contract value of \$9,847.24. Combined with the previously approved Change Orders #001-#003 the total change order value for the project stands at \$38,077.86 on an original contract value of \$5,465,514.75 for a net final increase of 0.7%. The approved project budgets contained a contingency of ~6% so this final balancing does not exceed the budgeted contingency. Future reforecasts will reduce the total budgeted cost of this project.	
Amount Requested: \$5,503,592.61	Amount Budgeted: \$5,793,445.64 (\$5,465,514.75 + 6%)
Fund(s) or Account(s): 590/591-91854	Fund(s) or Account(s): 590/591-91854
Recommended Motion: Authorize staff to approve Change Order #004 to the Westwood Sewer Project with Kamminga and Roodvoets in the amount of \$9,847.24 for a total net change on the project of \$38,077.86.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CHANGE ORDER NO.: 4

Owner: City of Muskegon Owner's Project No.: 91854
 Engineer: Prein&Newhof Engineer's Project No.: 1280552
 Contractor: Kamminga & Roodvoets Contractor's Project No.:
 Project: Wastewater System Improvements
 Contract Name: Contract 1: Beidler Sanitary Sewer Replacement
 Date Issued: 2/17/2021 Effective Date of Change Order: 2/17/2021

The Contract is modified as follows upon execution of this Change Order:

Description:

- Balance final contract quantities based on final installed quantities
- Install additional pavement markings requiring replacement
- Install four concrete bin blocks at dead end roads to restrict access to traffic
- Balance unused electrical allowance amounts from the Lift Station and Grinder Station lump sum pay items.

Attachments:

See Attached Detail Sheet and Contractor Pricing

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 5,465,514.75		Substantial Completion: _____	
		Ready for final payment: _____	
[Increase] [Decrease] from previously approved Change Order No. 1:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 28,230.62		Substantial Completion: _____	
		Ready for final payment: _____	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 5,493,745.37		Substantial Completion: _____	
		Ready for final payment: _____	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 9,847.24		Substantial Completion: _____	
		Ready for final payment: _____	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 5,503,592.61		Substantial Completion: _____	
		Ready for final payment: _____	

Recommended by Engineer (if required)

Accepted by Contractor

By: _____

By: _____

Title: Project Manager

Title: _____

Date: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

By: _____

Title: Director of Public Works

Title: _____

Date: _____

Date: _____

Balancing Change Order

For (contract): Contract 1: Beidler Sanitary Sewer Replacement	Project Number: 2180552
	Application Date: February 17, 2021

Section 1: Balance Base Quantities

Item No.	CURRENT BASE QUANTITIES				INSTALLED		DIFFERENCE	
	Quantity	Unit	Unit Price	Total Amount	Total Quantity	Total Paid to Date	Quantity	Total Amount
1	1	Lsum	545,000	\$545,000.00	1.00	\$545,000.00	0.00	\$0.00
2	1	Lsum	20,000	\$20,000.00	1.00	\$20,000.00	0.00	\$0.00
3	1	Lsum	102,000	\$102,000.00	1.00	\$102,000.00	0.00	\$0.00
4	44	Ea	165	\$7,260.00	48.00	\$7,920.00	4.00	\$660.00
5	16	Ea	600	\$9,600.00	17.00	\$10,200.00	1.00	\$600.00
6	3	Ea	85	\$255.00	3.00	\$255.00	0.00	\$0.00
7	2	Ea	4,175	\$8,350.00	4.00	\$16,700.00	2.00	\$8,350.00
8	1	Lsum	12,000	\$12,000.00	1.00	\$12,000.00	0.00	\$0.00
9	55	Ea	250	\$13,750.00	41.00	\$10,250.00	-14.00	-\$3,500.00
10	35	Ea	1,200	\$42,000.00	25.00	\$30,000.00	-10.00	-\$12,000.00
11	3,695	Ft	6	\$22,170.00	1,310.00	\$7,860.00	-2,385.00	-\$14,310.00
12	80	Ft	20	\$1,600.00	14.00	\$280.00	-66.00	-\$1,320.00
13	8,900	Ft	7	\$57,850.00	8,305.00	\$53,982.50	-595.00	-\$3,867.50
14	7,790	Ft	4	\$33,107.50	5,965.00	\$25,351.25	-1,825.00	-\$7,756.25
15	2,060	Syd	9	\$18,025.00	1,787.38	\$15,639.58	-272.62	-\$2,385.43
16	15,050	Syd	5	\$69,230.00	14,582.90	\$67,081.34	-467.10	-\$2,148.66
17	1,305	Syd	8	\$10,113.75	810.75	\$6,283.28	-494.25	-\$3,830.47
18	1	Lsum	10,000	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00
19	1	lsum	15,000	\$15,000.00	0.93	\$13,928.77	-0.07	-\$1,071.23
20	1	Lsum	10,000	\$10,000.00	0.00	\$0.00	-1.00	-\$10,000.00
21	250	Ton	55	\$13,750.00	501.70	\$27,593.50	251.70	\$13,843.50
22	43	Ea	150	\$6,450.00	10.00	\$1,500.00	-33.00	-\$4,950.00
23	300	Ft	4	\$1,050.00	170.00	\$595.00	-130.00	-\$455.00
24	1	Ea	1,700	\$1,700.00	1.00	\$1,700.00	0.00	\$0.00
25	54	Sta	4,000	\$216,000.00	75.71	\$302,840.00	21.71	\$86,840.00

Item No.	CURRENT BASE QUANTITIES				INSTALLED		DIFFERENCE	
	Quantity	Unit	Unit Price	Total Amount	Total Quantity	Total Paid to Date	Quantity	Total Amount
26	165	Syd	7	\$1,196.25	37.80	\$274.05	-127.20	-\$922.20
27	17,790	Syd	10	\$177,900.00	17,107.77	\$171,077.70	-682.23	-\$6,822.30
28	830	Syd	10	\$8,300.00	1,377.78	\$13,777.80	547.78	\$5,477.80
29	137	Syd	9	\$1,267.25	195.52	\$1,808.56	58.52	\$541.31
30	2,700	Ton	112	\$302,400.00	3,003.21	\$336,358.96	303.21	\$33,958.96
31	100	Ton	120	\$12,000.00	106.18	\$12,741.60	6.18	\$741.60
32	100	Ton	120	\$12,000.00	110.98	\$13,317.60	10.98	\$1,317.60
33	273	Ton	150	\$40,950.00	37.83	\$5,674.50	-235.17	-\$35,275.50
34	165	Syd	60	\$9,900.00	144.92	\$8,695.20	-20.08	-\$1,204.80
35	1,600	Syd	41	\$65,600.00	1,677.06	\$68,759.46	77.06	\$3,159.46
36	7,685	Ft	16	\$124,881.25	7,174.75	\$116,589.69	-510.25	-\$8,291.56
37	95	Ft	24	\$2,280.00	101.00	\$2,424.00	6.00	\$144.00
38	5,860	Sft	4	\$22,268.00	6,851.45	\$26,035.51	991.45	\$3,767.51
39	3,005	Sft	5	\$15,025.00	2,298.65	\$11,493.25	-706.35	-\$3,531.75
40	2,310	Sft	6	\$13,629.00	2,129.70	\$12,565.23	-180.30	-\$1,063.77
41	200	Ft	34	\$6,700.00	214.50	\$7,185.75	14.50	\$485.75
42	60	Sta	1,700	\$102,000.00	66.64	\$113,288.00	6.64	\$11,288.00
43	11	Ea	450	\$4,950.00	25.00	\$11,250.00	14.00	\$6,300.00
44	1,180	Ft	3	\$3,481.00	82.00	\$241.90	-1,098.00	-\$3,239.10
45	180	Ft	8	\$1,440.00	11.00	\$88.00	-169.00	-\$1,352.00
46	120	Ft	5	\$600.00	136.00	\$680.00	16.00	\$80.00
47	1,093	Ft	65	\$71,045.00	1,218.50	\$79,202.50	125.50	\$8,157.50
48	166	Ft	120	\$19,920.00	173.50	\$20,820.00	7.50	\$900.00
49	16	Ft	180	\$2,880.00	0.00	\$0.00	-16.00	-\$2,880.00
50	0	Ft	265	\$0.00	0.00	\$0.00	0.00	\$0.00
51	2	Ea	400	\$800.00	4.00	\$1,600.00	2.00	\$800.00
52	5	Ea	500	\$2,500.00	1.00	\$500.00	-4.00	-\$2,000.00
53	1	Ea	700	\$700.00	1.00	\$700.00	0.00	\$0.00
54	0	Ea	1,225	\$0.00	0.00	\$0.00	0.00	\$0.00
55	0	Ea	2,000	\$0.00	0.00	\$0.00	0.00	\$0.00
56	13	Ea	1,100	\$14,300.00	12.00	\$13,200.00	-1.00	-\$1,100.00

Item No.	CURRENT BASE QUANTITIES				INSTALLED		DIFFERENCE	
	Quantity	Unit	Unit Price	Total Amount	Total Quantity	Total Paid to Date	Quantity	Total Amount
57	16	Ea	1,700	\$27,200.00	19.00	\$32,300.00	3.00	\$5,100.00
58	0	Ea	9,000	\$0.00	0.00	\$0.00	0.00	\$0.00
59	6	Ea	825	\$4,950.00	7.00	\$5,775.00	1.00	\$825.00
60	1	Ea	825	\$825.00	2.00	\$1,650.00	1.00	\$825.00
61	23	Ea	825	\$18,975.00	24.00	\$19,800.00	1.00	\$825.00
62	19	Ea	625	\$11,875.00	22.00	\$13,750.00	3.00	\$1,875.00
63	7	Ft	350	\$2,450.00	11.00	\$3,850.00	4.00	\$1,400.00
64	0	Ea	650	\$0.00	0.00	\$0.00	0.00	\$0.00
65	0	Ea	875	\$0.00	0.00	\$0.00	0.00	\$0.00
66	1,581	Ft	80	\$126,480.00	1,546.00	\$123,680.00	-35.00	-\$2,800.00
67	295	Ft	100	\$29,500.00	295.00	\$29,500.00	0.00	\$0.00
68	603	Ft	190	\$114,570.00	603.00	\$114,570.00	0.00	\$0.00
69	2,292	Ft	119	\$272,748.00	2,288.50	\$272,331.50	-3.50	-\$416.50
70	2,050	Ft	120	\$246,000.00	2,062.00	\$247,440.00	12.00	\$1,440.00
71	64	Ft	80	\$5,120.00	65.00	\$5,200.00	1.00	\$80.00
72	0	Ft	90	\$0.00	0.00	\$0.00	0.00	\$0.00
73	365	Ft	100	\$36,500.00	333.00	\$33,300.00	-32.00	-\$3,200.00
74	383	Ft	110	\$42,130.00	383.00	\$42,130.00	0.00	\$0.00
75	225	Ft	165	\$37,125.00	225.00	\$37,125.00	0.00	\$0.00
76	60	Ft	800	\$48,000.00	60.00	\$48,000.00	0.00	\$0.00
77	26	Ea	3,500	\$91,000.00	26.00	\$91,000.00	0.00	\$0.00
78	50	VF	350	\$17,465.00	52.30	\$18,305.00	2.40	\$840.00
79	1	Ea	5,000	\$5,000.00	2.00	\$10,000.00	1.00	\$5,000.00
80	9	Ea	7,100	\$63,900.00	10.00	\$71,000.00	1.00	\$7,100.00
81	0	Ea	4,500	\$0.00	0.00	\$0.00	0.00	\$0.00
82	6	Ea	450	\$2,700.00	11.00	\$4,950.00	5.00	\$2,250.00
83	6	Ea	550	\$3,300.00	8.00	\$4,400.00	2.00	\$1,100.00
84	18	Ea	650	\$11,700.00	23.00	\$14,950.00	5.00	\$3,250.00
85	0	Ea	2,000	\$0.00	0.00	\$0.00	0.00	\$0.00
86	1,135	Ft	50	\$56,750.00	1,266.50	\$63,325.00	131.50	\$6,575.00
87	39	Ea	250	\$9,750.00	42.00	\$10,500.00	3.00	\$750.00

Item No.	CURRENT BASE QUANTITIES				INSTALLED		DIFFERENCE	
	Quantity	Unit	Unit Price	Total Amount	Total Quantity	Total Paid to Date	Quantity	Total Amount
88	19	Ea	350	\$6,650.00	21.00	\$7,350.00	2.00	\$700.00
89	1	Ea	450	\$450.00	2.00	\$900.00	1.00	\$450.00
90	0	Ea	500	\$0.00	0.00	\$0.00	0.00	\$0.00
91	1	Ea	700	\$700.00	1.00	\$700.00	0.00	\$0.00
92	8,162	Ft	2	\$18,364.50	6,445.20	\$14,501.70	-1,716.80	-\$3,862.80
93	59	Ft	40	\$2,360.00	59.00	\$2,360.00	0.00	\$0.00
94	1,343	Ft	70	\$94,010.00	1,274.30	\$89,201.00	-68.70	-\$4,809.00
95	3,002	Ft	80	\$240,160.00	3,076.00	\$246,080.00	74.00	\$5,920.00
96	8	Ea	1,200	\$9,600.00	10.00	\$12,000.00	2.00	\$2,400.00
97	1	Ea	750	\$750.00	0.00	\$0.00	-1.00	-\$750.00
98	1	Ea	9,000	\$9,000.00	1.00	\$9,000.00	0.00	\$0.00
99	4	Ea	7,350	\$29,400.00	4.00	\$29,400.00	0.00	\$0.00
100	1	Lsum	55,000	\$55,000.00	1.00	\$55,000.00	0.00	\$0.00
101	1	Lsum	525,000	\$525,000.00	1.00	\$525,000.00	0.00	\$0.00
102	24	Ft	60	\$1,440.00	87.00	\$5,220.00	63.00	\$3,780.00
103	2	Ea	1,100	\$2,200.00	2.00	\$2,200.00	0.00	\$0.00
104	1,270	Ft	4	\$5,397.50	1,339.50	\$5,692.88	69.50	\$295.38
105	260	Syd	9	\$2,275.00	218.59	\$1,912.66	-41.41	-\$362.34
106	1,805	Syd	5	\$8,303.00	1,811.00	\$8,330.60	6.00	\$27.60
107	189	Syd	8	\$1,464.75	376.40	\$2,917.10	187.40	\$1,452.35
108	1,835	Syd	10	\$18,350.00	1,609.50	\$16,095.00	-225.50	-\$2,255.00
109	320	Ton	112	\$35,840.00	341.81	\$38,282.72	21.81	\$2,442.72
110	255	Syd	41	\$10,455.00	267.06	\$10,949.46	12.06	\$494.46
111	1,335	Ft	16	\$21,693.75	1,338.00	\$21,742.50	3.00	\$48.75
112	1,700	Sft	4	\$6,460.00	3,906.50	\$14,844.70	2,206.50	\$8,384.70
113	440	Sft	6	\$2,596.00	254.90	\$1,503.91	-185.10	-\$1,092.09
114	30	Ft	34	\$1,005.00	34.00	\$1,139.00	4.00	\$134.00
115	1	Ea	450	\$450.00	2.00	\$900.00	1.00	\$450.00
116	1,308	Ft	60	\$78,480.00	1,331.90	\$79,914.00	23.90	\$1,434.00
117	1,282	Ft	62	\$79,484.00	1,315.00	\$81,530.00	33.00	\$2,046.00
118	8	Ea	550	\$4,400.00	14.00	\$7,700.00	6.00	\$3,300.00

Item No.	CURRENT BASE QUANTITIES				INSTALLED		DIFFERENCE	
	Quantity	Unit	Unit Price	Total Amount	Total Quantity	Total Paid to Date	Quantity	Total Amount
119	3	Ea	600	\$1,800.00	4.00	\$2,400.00	1.00	\$600.00
120	1	Ea	575	\$575.00	2.00	\$1,150.00	1.00	\$575.00
121	2	Ea	1,100	\$2,200.00	2.00	\$2,200.00	0.00	\$0.00
122	3	Ea	1,525	\$4,575.00	4.00	\$6,100.00	1.00	\$1,525.00
123	4	Ea	675	\$2,700.00	4.00	\$2,700.00	0.00	\$0.00
124	3	Ea	725	\$2,175.00	4.00	\$2,900.00	1.00	\$725.00
125	1	Ea	1,000	\$1,000.00	1.00	\$1,000.00	0.00	\$0.00
126	1	Ea	6,000	\$6,000.00	1.00	\$6,000.00	0.00	\$0.00
127	57	Ea	450	\$25,650.00	55.00	\$24,750.00	-2.00	-\$900.00
128	31	Ea	500	\$15,500.00	54.00	\$27,000.00	23.00	\$11,500.00
129	3,285	Ft	62	\$203,670.00	2,878.50	\$178,467.00	-406.50	-\$25,203.00
130	30	Ea	1,600	\$48,000.00	3.00	\$4,800.00	-27.00	-\$43,200.00
131	3	Ea	250	\$750.00	2.00	\$500.00	-1.00	-\$250.00
132	7	Ea	3,100	\$21,700.00	7.00	\$21,700.00	0.00	\$0.00
133	1,930	Ft	5	\$9,650.00	1,163.00	\$5,815.00	-767.00	-\$3,835.00
134	500	Ft	7	\$3,250.00	132.00	\$858.00	-368.00	-\$2,392.00
135	9	Ea	1,400	\$12,600.00	10.00	\$14,000.00	1.00	\$1,400.00
136	2	Ea	1,700	\$3,400.00	3.00	\$5,100.00	1.00	\$1,700.00
137	60	Ea	250	\$15,000.00	34.00	\$8,500.00	-26.00	-\$6,500.00
138	82	Ft	65	\$5,330.00	96.00	\$6,240.00	14.00	\$910.00
139	2	Ea	1,100	\$2,200.00	2.00	\$2,200.00	0.00	\$0.00
140	1	Ea	1,700	\$1,700.00	1.00	\$1,700.00	0.00	\$0.00
141	1	Ea	350	\$350.00	1.00	\$350.00	0.00	\$0.00
142	1	Ea	825	\$825.00	1.00	\$825.00	0.00	\$0.00
143	2	Ea	825	\$1,650.00	2.00	\$1,650.00	0.00	\$0.00
144	150	Syd	9	\$1,387.50	112.15	\$1,037.39	-37.85	-\$350.11
145	440	Ton	112	\$49,280.00	436.38	\$48,874.56	-3.62	-\$405.44
146	29	Ton	150	\$4,350.00	12.34	\$1,851.00	-16.66	-\$2,499.00
147	372	Syd	41	\$15,252.00	332.03	\$13,613.23	-39.97	-\$1,638.77
148	400	Sft	4	\$1,520.00	0.00	\$0.00	-400.00	-\$1,520.00
149	345	Sft	5	\$1,725.00	0.00	\$0.00	-345.00	-\$1,725.00

Item No.	CURRENT BASE QUANTITIES				INSTALLED		DIFFERENCE	
	Quantity	Unit	Unit Price	Total Amount	Total Quantity	Total Paid to Date	Quantity	Total Amount
150	1,947	Ft	16	\$31,638.75	1,934.80	\$31,440.50	-12.20	-\$198.25
151	677	Ft	78	\$52,806.00	664.50	\$51,831.00	-12.50	-\$975.00
152	9	Ea	1,600	\$14,400.00	9.00	\$14,400.00	0.00	\$0.00
157	1	Ea	285	\$285.00	1.00	\$285.00	0.00	\$0.00
162	1	Ea	450	\$450.00	1.00	\$450.00	0.00	\$0.00
167	1	Ea	2,494	\$2,494.00	1.00	\$2,494.00	0.00	\$0.00
172	183	Ft	26	\$4,831.20	183.00	\$4,831.20	0.00	\$0.00
177	46	Syd	44	\$2,021.13	46.25	\$2,021.13	0.00	\$0.00
182	110	Ft	28	\$3,113.00	142.50	\$4,032.75	32.50	\$919.75
187	1	Lsum	16,303	\$16,302.50	1.00	\$16,302.50	0.00	\$0.00
192	1	Lsum	1,290	\$1,290.00	1.00	\$1,290.00	0.00	\$0.00
197	3	Ea	212	\$636.00	5.00	\$1,060.00	2.00	\$424.00
202	1	Ea	860	\$860.00	1.00	\$860.00	0.00	\$0.00
207	7	Ft	74	\$481.00	6.50	\$481.00	0.00	\$0.00
212	449	Cyd	26	\$11,660.79	449.01	\$11,660.79	0.00	\$0.00
217	1	LS	1,787	\$1,787.00	1.00	\$1,787.00	0.00	\$0.00
222	1	LS	2,819	\$2,819.00	1.00	\$2,819.00	0.00	\$0.00
227	1	LS	12,480	\$12,480.00	1.00	\$12,480.00	0.00	\$0.00
232	8	Day	1,523	\$12,180.00	8.00	\$12,180.00	0.00	\$0.00
237	1	LS	1,960	\$1,960.00	1.00	\$1,960.00	0.00	\$0.00
242	227	Ft	15	\$3,405.00	227.00	\$3,405.00	0.00	\$0.00
247	3,494	Dollar	1	\$3,494.00	3,494.00	\$3,494.00	0.00	\$0.00
252	1	Lsum	1,661	\$1,661.00	1.00	\$1,661.00	0.00	\$0.00
Total Section 1				\$5,493,745.36	\$5,528,015.24		\$34,269.88	

Section 2: Miscellaneous Extras

	Description	Total Amount
257	Service Garage Customized Hatching, White (45 feet @ \$10.50 per foot)	\$472.50
262	Handicap Symbol, Blue (2 @ \$52.50 each)	\$105.00
267	Left Turn Symbol, White (1 @ \$131.25 each)	\$131.25
272	Parking Lines, 4" Yellow (204 feet @ \$1.89 per foot)	\$385.56
277	Parking Lines, 4" White (290 feet @ \$1.89 per foot)	\$548.10
282	Parking Lines, 4" Blue (230 feet @ \$2.04 per foot)	\$469.20
287	Pavt Mrkg, White Chevron (4 @ \$105.00 each)	\$420.00
292	Concrete Bin Block (4 @ \$565 each)	\$2,260.00
297	Balance Unused Electrical Allowance, Lift Station (\$2,574 out of \$12,000 allowance used)	-\$9,426.00
302	Balance Unused Electrical Allowance, Grinder Station (\$211.75 out of \$20,000 allowance used)	-\$19,788.25
Total Section 2		-\$24,422.64

TOTAL CHANGE ORDER NO. 4**\$9,847.24**

Tyler DeNooyer

From: Dave Lehner <DaveL@pkcontracting.com>
Sent: Monday, November 30, 2020 2:07 PM
To: Tyler DeNooyer; Jeff Talsma; Matthew R. Hulst
Cc: Brad Kreider; Thomas Hollman
Subject: RE: City of Muskegon Beidler

Due to the amount of time this will take to match the existing the price will be \$10.00 per/lft.

Dave Lehner
Scheduling
P.K. Contracting Inc.
Phone 269-385-3222
Fax 269-385-3264
Cell 616-893-4408



From: Tyler DeNooyer [mailto:tdenooyer@preinnewhof.com]
Sent: Monday, November 30, 2020 2:01 PM
To: Jeff Talsma <talsmje@kandrinc.com>; Matthew R. Hulst <MHulst@preinnewhof.com>
Cc: Dave Lehner <DaveL@pkcontracting.com>; Brad Kreider <kreidbr@kandrinc.com>
Subject: RE: City of Muskegon Beidler

Jeff,

Thank you for the pricing, we will review it ASAP.

What was not included was the white "hatching" between the lanes at the Betten service garage (picture provided previously). Can you also provide pricing for that as well (45 feet in total)?

Thanks,

Tyler DeNooyer, P.E.
Prein&Newhof
t. 231-798-0101
f. 231-798-0337 c. 616-481-0693
[Website](#) | [Blog](#) | [LinkedIn](#)

From: Jeff Talsma <talsmje@kandrinc.com>
Sent: Monday, November 30, 2020 1:47 PM
To: Tyler DeNooyer <tdenooyer@preinnewhof.com>; Matthew R. Hulst <MHulst@preinnewhof.com>

Cc: DaveL@pkcontracting.com; Brad Kreider <kreidbr@kandrinc.com>

Subject: FW: City of Muskegon Beidler

Tyler/Matt,

Please see pricing below from PK, **please add 5% prime contractor markup.**

Please advise if acceptable, also note if accepted PK can begin this work as soon as tomorrow Tuesday 12/1

Thank you!



Jeff Talsma

Kamminga and Roodvoets Inc.

Phone: (616) 949-0800 Ext. 130

Fax: (616) 949-1894

From: Dave Lehner <DaveL@pkcontracting.com>

Sent: Monday, November 30, 2020 1:40 PM

To: Jeff Talsma <talsmje@kandrinc.com>

Subject: RE: City of Muskegon Beidler

Jeff,

See pricing for RD painted markings.

If acceptable we will start tomorrow.

Handicap Symbol, Blue 2 EA - \$50.00 EA

Left Turn Symbol, White 1 EA - \$125.00 / EA

4" Yellow (Parking Lines) 300 ft Betten - \$1.80 / LFT

4" White (parking Lines) 300 ft West Village Mall - \$1.80 / LFT

4" Blue (Accessible Parking Spot, includes cross hatch) 100 ft - \$1.95 / LFT

White Arrows at Betten Service Garage 4 EA (they look like a carot) - \$100.00 / EA

White Left Turn arrow 1 EA West Village Mall - \$125.00 / EA

Thanks,

Dave Lehner

Scheduling

P.K. Contracting Inc.

Phone 269-385-3222

Fax 269-385-3264

Cell 616-893-4408



From: Jeff Talsma [<mailto:talsmje@kandrinc.com>]

Sent: Wednesday, November 25, 2020 8:53 AM

To: Dave Lehner <DaveL@pkcontracting.com>

Cc: Brad Kreider <kreidbr@kandrinc.com>; Tyler DeNooyer <tdenooyer@preinnewhof.com>; Tyler DeNooyer

<tdenooyer@preinnewhof.com>

Subject: FW: City of Muskegon Beidler

Dave,

I reached out regarding this again on Monday and have not heard back? Any luck? They are looking to have this work completed yet this year if at all possible.

Let me know, Thank you!



Jeff Talsma

Kamminga and Roodvoets Inc.

Phone: (616) 949-0800 Ext. 130

Fax: (616) 949-1894

From: Jeff Talsma

Sent: Monday, November 23, 2020 12:53 PM

To: Dave Lehner (DaveL@pkcontracting.com) <DaveL@pkcontracting.com>

Cc: Brad Kreider <kreidbr@kandrinc.com>

Subject: RE: City of Muskegon Beidler

Dave,

Where are we at on pricing for this?



Jeff Talsma

Kamminga and Roodvoets Inc.

Phone: (616) 949-0800 Ext. 130

Fax: (616) 949-1894

From: Jeff Talsma

Sent: Monday, November 9, 2020 3:04 PM

To: Dave Lehner (DaveL@pkcontracting.com) <DaveL@pkcontracting.com>

Cc: Brad Kreider <kreidbr@kandrinc.com>

Subject: FW: City of Muskegon Beidler

Dave,

See below and attached from Prein & Newhoff for Betten stripping questions.

Per the first email they should be fine using regular dry at this point.



Jeff Talsma

Kamminga and Roodvoets Inc.

Phone: (616) 949-0800 Ext. 130

Fax: (616) 949-1894

From: Tyler DeNooyer <tdenooyer@preinnewhof.com>

Sent: Monday, November 9, 2020 2:56 PM

To: Jeff Talsma <talsmje@kandrinc.com>

Cc: Matthew R. Hulst <MHulst@preinnewhof.com>

Subject: RE: City of Muskegon Beidler

Jeff,

I have attached two pictures for your reference.

The four white arrows are approximately 3 feet wide and 3 feet tall. I can get exact measurements if needed.

Also not included below was the white lane divider hatching at the Betten Service Garage (see attached picture). There is approximately 45 feet of this hatching which will also need to be included pricing.

Thank you,

Tyler DeNooyer, P.E.

Prein&Newhof

t. 231-798-0101

f. 231-798-0337 c. 616-481-0693

[Website](#) | [Blog](#) | [LinkedIn](#)

From: Jeff Talsma <talsmje@kandrinc.com>

Sent: Monday, November 9, 2020 1:37 PM

To: Matthew R. Hulst <MHulst@preinnewhof.com>

Cc: Tyler DeNooyer <tdenooyer@preinnewhof.com>

Subject: FW: City of Muskegon Beidler

Matt/Tyler,

See below do you have a picture of the arrows at the Betten service garage?



Jeff Talsma

Kamminga and Roodvoets Inc.

Phone: (616) 949-0800 Ext. 130

Fax: (616) 949-1894

From: Dave Lehner <DaveL@pkcontracting.com>

Sent: Monday, November 9, 2020 1:36 PM

To: Jeff Talsma <talsmje@kandrinc.com>

Cc: Brad Kreider <kreidbr@kandrinc.com>

Subject: RE: City of Muskegon Beidler

Jeff,

Are all markings regular dry paint?

We don't have a carrot template for an arrow. Do you have a picture?

Handicap Symbol, Blue 2 EA

Left Turn Symbol, White 1 EA

4" Yellow (Parking Lines) 300 ft Betten

4" White (parking Lines) 300 ft West Village Mall

4" Blue (Accessible Parking Spot, includes cross hatch) 100 ft

White Arrows at Betten Service Garage 4 EA (they look like a carrot)

White Left Turn arrow 1 EA West Village Mall

Dave Lehner

Scheduling
P.K. Contracting Inc.
Phone 269-385-3222
Fax 269-385-3264
Cell 616-893-4408



From: Jeff Talsma [<mailto:talsmje@kandrinc.com>]
Sent: Monday, November 09, 2020 1:28 PM
To: Dave Lehner <DaveL@pkcontracting.com>
Cc: Brad Kreider <kreidbr@kandrinc.com>
Subject: FW: City of Muskegon Beidler

Dave,
Please see below for the Biedler project in Muskegon, can you provide pricing and a tentative schedule as to when we may be able to get this completed yet this year?
Let me know, Thank you!



Jeff Talsma
Kamminga and Roodvoets Inc.
Phone: (616) 949-0800 Ext. 130
Fax: (616) 949-1894

From: Matthew R. Hulst <MHulst@preinnewhof.com>
Sent: Monday, November 9, 2020 12:34 PM
To: Jeff Talsma <talsmje@kandrinc.com>
Cc: Tyler DeNooyer <tdenooyer@preinnewhof.com>
Subject: City of Muskegon Beidler

Jeff,

The pavement markings in the parking lots at Betten need to be replaced where they were removed. The plan is to put them back to where they were. Approximate quantities are below.

Handicap Symbol, Blue 2 EA
Left Turn Symbol, White 1 EA
4" Yellow (Parking Lines) 300 ft Betten
4" White (parking Lines) 300 ft West Village Mall
4" Blue (Accessible Parking Spot, includes cross hatch) 100 ft
White Arrows at Betten Service Garage 4 EA (they look like a carot)
White Left Turn arrow 1 EA West Village Mall

Basically we need to put it back how it was. I can have Tyler mark up a plan if you prefer. This can be waterborne or regular dry depending on what they are still using right now. I am fine doing this as a lump sum item for parking lot striping. Let me know if you have questions and need any clarifications. It would be nice to get this yet this year if possible.

Thank you,

Matthew Hulst, P.E.

Prein&Newhof

t. 231-798-0101 x.1211

f. 231-798-0337

[Website](#) | [Blog](#) | [LinkedIn](#)

Tyler DeNooyer

From: Jeff Talsma <talsmje@kandrinc.com>
Sent: Monday, November 2, 2020 10:13 AM
To: Matthew R. Hulst
Cc: Tyler DeNooyer; Brad Kreider
Subject: RE: City of Muskegon Beidler

Matt,
The proposed price would be \$565.00/Ea

Please advise if you would like to proceed and we will get them coming, Thank you!



Jeff Talsma
Kamminga and Roodvoets Inc.
Phone: (616) 949-0800 Ext. 130
Fax: (616) 949-1894

From: Matthew R. Hulst <MHulst@preinnewhof.com>
Sent: Monday, October 26, 2020 3:27 PM
To: Jeff Talsma <talsmje@kandrinc.com>
Cc: Tyler DeNooyer <tdenooyer@preinnewhof.com>
Subject: City of Muskegon Beidler

Jeff,

The City would like to add some concrete bin blocks to the ends of Beidler and Pulaski. I am thinking two concrete bin blocks at each location, 6 ft long. Could you please provide a cost to provide and place them following completion of restoration? Locations would be 107+75 Pulaski and 128+90 Beidler.

Let me know if you have any questions regarding this.

Thank you,

Matthew Hulst, P.E.
Prein&Newhof
t. 231-798-0101 x.1211
f. 231-798-0337
[Website](#) | [Blog](#) | [LinkedIn](#)

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 03/09/2021	Title: Harvey Pump Station Electrical Upgrades																
Submitted By: Joe Buthker	Department: Public Works - Filtration																
Brief Summary: Staff is requesting authorization to contract with Wirtz Electric & Communications for electrical upgrades at the Harvey Pump Station.																	
Detailed Summary: The Harvey Pump Station is critical to the distribution of drinking water to the City of Muskegon and its wholesale customers. The electrical power for the entire facility is distributed through the original motor control center (MCC) installed in 1964. This MCC is well beyond its expected service life of 40 years, and it was recommended to staff that it be replaced for reasons of reliability and safety. As part of this project, the soft starters in this MCC that control the two constant speed water pumps will be upgraded to variable frequency drives (VFDs) to improve both reliability and efficiency. Staff is also recommending the replacement of the existing armored cable that feeds the MCC. Similar cable at the pump station experienced a seal failure that resulted in water entering electrical equipment, and this project provides an ideal opportunity to prevent a similar occurrence. The base bid for this scope of work includes the cost to run new conduit between the MCC and the pump motors. However, this cost will be deducted from the total cost listed below if an inspection of the original conduit shows it to be reusable for this project. Proposals were solicited from five electrical contractors for the purchase, install, and startup of all equipment. Three proposals were received. Staff recommends this project be awarded to the lowest bidder, Wirtz Electric & Communications. This project was budgeted as part of the ongoing upgrades to the Harvey Pump Station. <table><thead><tr><th></th><th><u>Base Bid</u></th><th><u>Feed Cable</u></th><th><u>Total</u></th></tr></thead><tbody><tr><td>Wirtz Electric & Communications</td><td>289,033.00</td><td>6,233.00</td><td>295,266.00</td></tr><tr><td>Parkway Electric</td><td>300,645.00</td><td>7,945.00</td><td>308,590.00</td></tr><tr><td>Newkirk Electric Associates</td><td>328,560.00</td><td>10,985.00</td><td>339,545.00</td></tr></tbody></table>			<u>Base Bid</u>	<u>Feed Cable</u>	<u>Total</u>	Wirtz Electric & Communications	289,033.00	6,233.00	295,266.00	Parkway Electric	300,645.00	7,945.00	308,590.00	Newkirk Electric Associates	328,560.00	10,985.00	339,545.00
	<u>Base Bid</u>	<u>Feed Cable</u>	<u>Total</u>														
Wirtz Electric & Communications	289,033.00	6,233.00	295,266.00														
Parkway Electric	300,645.00	7,945.00	308,590.00														
Newkirk Electric Associates	328,560.00	10,985.00	339,545.00														
Amount Requested: \$295,266.00	Amount Budgeted: \$1,040,000.00																
Fund(s) or Account(s): 591-92007-5346	Fund(s) or Account(s): 591-92007-5346																

Recommended Motion:

Authorize staff to contract with Wirtz Electric & Communications for \$295,266.00 to perform electrical upgrades at the Harvey Pump Station.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:



ELECTRIC & COMMUNICATIONS

Certified Woman Owned Business

Established 1983

1675 S. Sheridan Muskegon, MI 49442

Industrial and Commercial

Phone: (231) 773-0018

jeffstark@wirtzelectric.com

February 23, 2021
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Proposal #9876S

Josh Parmer and Joe Buthker,

Wirtz Electric & Communications is pleased to quote upgrading Harvey Booster Station MCC.

- Provide and install new MCC gear spec'd out in prints
- Provide and install new ground mat per print feeding gear
- Demo existing MCC, wires feeding 1&2 pumps and conduit and wire feeding 3&4 pumps
- Provide and install conduit and wire from MDP-1 to feed pumps 3&4
- Provide and install conduit and wire from MCC to feed pumps 1&2
- Demo existing conduit and wire entering existing MCC and rework them into new MCC
- Provide and install new instruments per print
- Provide and install new LP-A panel per print and rework existing circuits fed from it
- Provide and install new 25kva transformer
- Provide and install new key switches for both units for interlocking
- Provide and install new VFD's spec'd for both pumps 1&2 with 36 month warranty on VFD's
- Provide startup training by manufacturer
- Provide short circuit, coordination, arc flash study, labels and training by manufacturer
- Provide and install conduit and wires from MCC to instruments and HBPSPP

Labor and Materials

\$289,033.00

Deduct \$16,500.00 for reusing conduit to pumps 1&2

Add \$6,233.00 if replacing cable feeders to conduit and wire

Includes permit and inspections

Respectfully Submitted,

Jeff Stark
Estimator

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

Accepted by: _____ Date: _____

2/23/2021

Quote Number: 21MZ022

Re: Muskegon Harvey Booster Station

Thank you for the opportunity to provide City of Muskegon with this quote for Muskegon Harvey Booster Station.

Base Bid Scope of Work

- Provide conduit, wire and equipment as shown in specifications and drawings by Tetra Tech dated 1/21/2021.
- Demolition and disposal of existing MCC, conduits and wire as per plans.
- Provide and install new MCC.
- Provide two VFD's for pumps 1 & 2.
- Extend concrete housekeeping pad as needed for new MCC and VFD's.
- Install grounding mat per drawings.
- Provide and install 25kva transformer and panelboard – A.
- Provide and install four Mercoid pressure switches to replace existing switches.
- Provide and install two Metrix vibration sensors to replace existing.
- Provide all hardware and fittings as needed.
- Provide arc-flash study and labels.
- Electrical permit.

Scope of Work for MCC Feed Adder

- Provide and install two 4" GRC conduits between exterior J- box and new MCC.
- Provide and install 3 - #500KCML & 1 - #4/0 copper wires between exterior J- box and new MCC.
- Provide all hardware and fittings as needed.

Any modifications to the scope of work listed above must be approved by Parkway, and a written change order completed before the requested work will be performed.

Customer Responsibilities

The customer will be responsible for the following:

- Scada programming and integration.

Notes & Assumptions

This proposal has been prepared under the following assumptions:

1. Training for the VFD's and arc flash is included in this proposal.
2. This proposal is based on all work being performed at a regular hourly rate, unless noted. If there is a need to accelerate the schedule, Parkway will provide a quote, with overtime, for the requested shortened schedule.
3. If additional start-up time is required (beyond that which is stated in the scope of work), it will be billed on a T&M basis.
4. All changes by an authority having jurisdiction or authorization to do so will alter this proposal.
5. Any painting of electrical conduit, equipment, etc. will be done by others.
6. Where after 30 days, the price of material, equipment, or energy increases prior to acceptance of a quote, the quote sum may be adjusted.
7. No allowances are included in this proposal.
8. No electric/cable/telephone/gas/etc... fees or usage charges are included in this proposal.
9. Nothing in this quote should be construed as a substitute for a consultation with a tax professional.

Pricing

Pricing for the services outlined in the above scope of work is shown below.

Base Quote Amount:\$300,645.00

Deduct to reuse existing conduits to P1 & P2:\$23,535.00

Adder for New MCC Feed:\$7,945.00

If paying via credit card a 3% processing fee will be added.

The quoted price includes sales, use excise or other similar taxes.

Quotation Terms & Conditions

This quotation is subject to the Parkway Electric & Communications LLC standard terms and conditions, and is valid for 30 days. For a complete listing of the Parkway standard terms and conditions, please refer to the "terms of sale" link located on our website at www.parkwayelectric.com

Milestone Payment Schedule

The project will be billed according to the milestone payment schedule outlined below:

- A 25% down payment will be invoiced upon receipt of the signed quote or Purchase Order
- Monthly billing of labor & materials
- Last 10% upon delivery of final documentation

If you have any questions regarding this quotation, do not hesitate to contact me at 616-820-1119.

Customer Acceptance

Please reference 21MZ022 on any purchase orders generated from this quotation.

Accepted by

Date

Title

Thank you for the opportunity to provide City of Muskegon with this quotation.

Sincerely,

Greg Fowler

Project Manager / Estimator



February 23, 2021

City of Muskegon
933 Terrace St.
Muskegon, MI 49440

RE: Harvey St. Booster Pump Station MCC Upgrades - #21-80058-1

To whom it may concern:

Newkirk Electric appreciates the opportunity to provide you with a quotation for the above listed project. We have reviewed the scope and will supply the labor, material and equipment to perform the following.

Scope of Work:

- Provide and install a complete electrical installation per Tetra Tech drawings and specifications project 200-12775-20001.
- Bid includes Addendum 1 and 2.

Bid Line Items

- Base Bid – Bid per drawings and specifications.
- Pumps 1&2 feeds existing conduit deduct – Utilize existing conduit for new feeds.
- Armored Cable Replacement Adder – Re-rout existing armored cable into a junction box. Run new conduit and wire from junction box to new MCC.

Clarifications:

- Overtime is not included
- Electrical permit is included
- This proposal is valid for (30) days and will be subject to review after that time
- No allowance has been added for existing electrical repairs not covered in the scope of work
- Newkirk Electric reserves the right to revise this proposal if new information becomes available

Item	Cost
Base Bid Per Drawings Proj. No. 200-12755-20001	\$328,560.00
Pumps 1&2 feeds existing conduit deduct	\$ 24,195.00
Armored Cable Replacement Adder	\$ 10,985.00

Sincerely,

Rob DeJonge
Service Department Estimator
Newkirk Electric Associates, Inc.
radejonge@Newkirk-electric.com
231.724.4074 Direct
231.766.1941 Cell

Mike Donahue
Service Manager
Newkirk Electric Associates, Inc.
MPDonahue@Newkirk-electric.com
231.724.4074 Direct
231.798.5405 Cell

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 3/9/2021	Title: Asphalt Paver Purchase
Submitted By: Joe Buckingham	Department: Equipment
Brief Summary: The Equipment Division is requesting permission to purchase one Asphalt Paver from Michigan Cat, the authorized, Mi-Deal contract holder. We will be re-forecasting the Equipment budget for the third quarter to reflect deleting two truck purchases and then allocating an additional \$7,000.00 to cover the purchase of this Paver.	
Detailed Summary: The Equipment Division and Highway Department have been trading services with another local Community for the use of their paver as needed. This machine is aging rapidly and will soon be obsolete with nowhere to buy repair parts. That is why this purchase is imperative to our paving projects to maintain the quality of service our citizens have come to expect. This machine will also allow the City to take on many more projects to ease the burden of always needing to hire a contractor for slightly larger paving projects in our Parks and Alleyways.	
Amount Requested: \$90,335.00	Amount Budgeted: \$90,335.00
Fund(s) or Account(s): 661	Fund(s) or Account(s): 661
Recommended Motion: Authorize staff to move forward with purchase of a LeeBoy paver through Michigan CAT in the amount of \$90,335.00 under the Mi-Deal Contract.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



January 20, 2021

City of Muskegon Purchasing Dept
1350 E KEATING AVE
Muskegon, Michigan 49442

Attention: Joe Buckingham

MI DEAL Pricing Contract # 071B7700084

Thank you for this opportunity to quote a solution from Michigan CAT for your business needs.
We are pleased to submit the following for your purchase consideration.

One (1) New LeeBoy Model 1000G with the following factory and dealer options included below:

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** 2021 **SMU:** New Unit

Factory Ordered Unit Est Arrival April 15 2021

MACHINE

One (1) New LeeBoy 1000G Low Deck Asphalt Paver
5.5 Ton Gravity Fed, Hydraulically Raised Hopper
Four (4) LED Work Lights
14 In. Wide Steel Track Pads
Hydrostatically Driven Track System
49 Hp Kubota Turbo Diesel Engine
8' to 13' Hydraulically Extendable Propane Burner Heated Screed
Equipped with Screed Vibrator
.375" Hardox 450 Bolt On Main Screed Wear Plates
.25" Hardox 450 Extension Wear Plates
8 Ft. Main Screed with Two 44 in. Hydraulically Actuated Extenders
9 in. Hydraulically Driven RH & LH Augers
Under Auger Cut Off Plates
LED Beacon Light
One Hose Reel for Washdown System
Truck Push Rollers
Back Up Alarm & Horn
Slope Meter on Screed
Digital Gauge Package
Parts & Operators Manuals
Est. Weight 11,000 Lbs.

1-888-MICH CAT

www.michigancat.com

Novi • Shelby Twp. • Grand Rapids • Saginaw • Lansing
Kalkaska • Brownstown Twp. • Kalamazoo

SELL PRICE

TOTAL NET PURCHASE PRICE

\$90,335.00

WARRANTY

Standard Warranty: 24 Months/2000 Hrs. Standard Mfg Warranty

Terms: To Be Discussed

F.O.B. City of Muskegon

We believe the equipment as quoted will exceed your expectations. On behalf of Michigan CAT, thank you for the opportunity to supply Caterpillar machinery. This quotation is subject to machine availability and valid for 30 days, after which time we reserve the right to update the quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jim Langbeen
Account Representative
Jim.Langbeen@MICHIGANCAT.com
616-292-3610



1-888-MICH CAT
www.michigancat.com

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Kalkaska • Brownstown Twp. • Kalamazoo



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Kalkaska • Brownstown Twp. Kalamazoo

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 09, 2021	Title: MDOT Agreement for Peck Street
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting approval of the contract with MDOT for the reconstruction of Peck Street from Merrill Avenue north to Apple Avenue and approval of the resolution authorizing the Mayor and Clerk to sign the contract.	
Detailed Summary: This is the standard contract governing projects that are constructed using federal funds through MDOT. The estimated cost for the project construction is \$843,138.82 with \$381,810 of that being federal surface transportation funding and the remainder will be accounted for in the Cities 21-22 Budget for Major Streets (~\$300K / 202-92002) and Water (~\$250K / 591-92002) funds. Work on this portion of Peck Street is planned to commence after the 4 th of July and continue into September, hence the budgeting for these projects will fall in next fiscal year.	
Amount Requested: \$ 0	Amount Budgeted: \$ 0
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approve the attached contract and resolution and authorize the mayor and clerk to sign both.	
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 _____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR ROADWAY RECONSTRUCTION WORK ALONG PECK STREET FROM MERRILL AVENUE NORTH TO APPLE AVENUE, INCLUDING HOT MIX ASPHALT SURFACING, CONCRETE CURB AND GUTTER, WATER MAIN AND PERMANENT PAVEMENT MARKING WORK.

Moved by Commissioner _____ and supported by Commissioner _____ the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **20-5553** between the Michigan Department of Transportation and the City of Muskegon for the **Reconstruction of Peck Street between Merrill Avenue and Apple Avenue** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **20-5553** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this 9TH day of March, 2021.

BY

Stephen J. Gawron, Mayor

ATTEST

Ann Meisch, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on DECEMBER 10, 2019. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____
Ann Meisch, City Clerk

STP

DA

Control Section	STUL 61000
Job Number	205371CON
Project	21A0187
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5553

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 10, 2021, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATON

Hot mix asphalt reconstruction work along Peck Street from Merrill Avenue northerly to Apple Avenue (Highway M-46), including storm sewer, concrete curb and gutter, sidewalk, and pavement marking work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Watermain work along Peck Street from Merrill Avenue northerly to Apple Avenue (Highway M-46), including related sidewalk work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$381,810, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 10, 2021

EXHIBIT I

CONTROL SECTION	STUL 61000
JOB NUMBER	205371CON
PROJECT	21A0187

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$651,260	\$238,798	\$890,058

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$651,260	\$238,798	\$890,058
Less Federal Funds*	<u>\$381,810</u>	<u>\$ 0</u>	<u>\$381,810</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$269,450	\$238,798	\$508,248

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

- F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the

language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FAPG Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way acquisition.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



2/8/2021 1:16 PM

AASHTOWare Project™ Version 4.4 Revision 034

Report v1

Tabulation of Bids**Call Number:** 020**Contract ID:** 61000-205371**Project(s):** 21A0187**Letting Date:** February 05, 2021**Region(s):** Muskegon TSC**Counties:** Muskegon County**Contract Time:** 10/01/21 COMPLETION DATE

Contract Description: 0.24 mi of hot mix asphalt reconstruction, concrete curb, gutter, sidewalk and ramps, storm sewer, watermain and pavement markings on Peck Street from Merrill Avenue northerly to Apple Avenue (M-46) in the city of Muskegon, Muskegon County. This is a Local Agency project. ** 890 Ea or 890 K or Comb/Jt. 890 Cb, J **In addition to the above minimum prequalification requirement for prime contractors this project includes subclassifications of Cb, Ea, J and K. If the prime contractor is not prequalified in those subclassifications it must use prequalified subcontractors. Those subcontractors must be designated prior to award of the contract to the confirmed low bidder.

List of Vendors

Rank	Vendor ID/Name	Total Bid	Percent Of Low Bid	Percent Of Estimate
0	-EST- - Engineer's Estimate	\$890,058.05	105.56%	100.00%
1	05076 - McCormick Sand, Inc.	\$843,138.82	100.00%	94.73%
2	01272 - Wadel Stabilization, Inc.	\$857,484.60	101.70%	96.34%
3	00152 - Kamminga & Roodvoets, Inc.	\$878,449.55	104.19%	98.70%
4	02123 - Brenner Excavating, Inc.	\$878,699.36	104.22%	98.72%
5	06627 - Jackson-Merkey Contractors, Inc.	\$974,673.35	115.60%	109.51%
6	02499 - Schippers Excavating, Inc.	\$979,467.90	116.17%	110.05%
7	03665 - Al's Excavating, Inc.	\$1,041,929.90	123.58%	117.06%

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 9 th , 2021	Title: Emergency Vactor Repair
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is seeking authorization to repair the sewer vactor truck.	
Detailed Summary: The sewer vactor is in need of substantial repairs above the normal authorization limits. Staff approved the repairs in accordance with the purchasing policy emergency guidelines to minimize the down time for this critical piece of equipment and is requesting permission after the fact. In accordance with the purchasing policy staff solicited three bids for this work and is recommending award of the work to the low bidder St. John Truck and Trailer in the amount of \$24,680.50. Bids were received as follows: • St Johns Truck and Trailer - \$24,680.50 • Jack Doheny Company - \$36,982.86 • AIS Equipment – Declined to Bid	
Amount Requested: \$24,680.50	Amount Budgeted: \$24,680.50
Fund(s) or Account(s): 661	Fund(s) or Account(s): 661
Recommended Motion: Authorize staff to approve the repairs to the sewer vactor at St Johns Truck and Trailer in the amount of \$24,680.50	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



St. John Truck & Trailer Service Inc

5815 GRAND HAVEN RD
MUSKEGON, MI 49441
PH 231-798-1069 FAX 231-798-1084
MI REPAIR FACILITY F160237

Estimate E 4544
Date / /
Date Open 01/14/2021

Page: 1 of 3

Sold To : 724-4100 231

Ship To :

CITY OF MUSKEGON DPW
1350 E KEATING

MUSKEGON MI 49442 USA

Written By RON-KING	Terms NET 30	Time 09:12:05	Customer Po #	Promised	Phone	Ship Via
Unit # 50202	Plate #	Year 2011	Make NAVISTAR	Model 7500 SBA 6X4	Mileage/Hrs 0/0.0	VIN 1HTWNAZT7CJ539554
						Engine

Qty	Description	Price	Amount
37.00	Work Requested : *POWER PLANT REPLACE ENGINE ON REAR OF TRUCK NEW TURBO INJECTORS REPLACE WATER PUMP REPLACE EXHAUST MANIFOLD Work Completed :	115.00	4255.00
1.000	JDESE501791 COMPLETE LONGBLOCK-INCLUDES HEAD W/ VALVES AND ROCKERS,OIL PUMP ASSY AND COMPLETE GASKET KIT-WITH FRT & REAR SEALS 6 MONTH PARTS WARRENTY	10884.84	10884.84
1.000	CORJDESE501791 CORE COMPLETE LONGBLOCK-INCLUDES HEAD W/ VALVES AND ROCKERS,OIL PUMP ASSY AND COMPLETE GASKET KIT-WITH FRT & REAR SEALS 6 MONTH WARRENTY	1650.00	1650.00
-1.00	CORJDESE501791 CORE:RETURN COMPLETE LONGBLOCK-INCLUDES HEAD W/ VALVES AND ROCKERS,OIL PUMP ASSY AND COMPLETE GASKET KIT-WITH FRT & REAR SEALS 6 MONTH WARRENTY	1650.00	-1650.00
6.000	JDESE501925 REMAN FUEL INJECTOR	576.31	3457.86

I authorize this repair work to be done with necessary materials. You and your employees may operate vehicle for purpose of inspection, testing or delivery at my own risk. An express Mechanics Lien is acknowledged on listed vehicle to secure the amount of repairs. Stjohn truck will not be held responsible for loss or damage to above listed vehicle or contents. Your entitled by law to inspection or return of all old parts, except those that have core required. Only goods purchased in the prior 30 days may be returned and are subject to 20% restocking fee. old cores must be returned in 10 days. It is agreed that the seller will not be held responsible in any way for delay or failure to complete repairs. It is understood and agreed that until full payment of the purchase price, the title to parts sold shall remain and be with the seller, a finance charge will be calculated at the rate 1.5% per month, which is 18% annually on any amount unpaid after 30 days. Any controversy or claim arising out of this contract shall be settled in accordance with the rules of the american arbitration assc. This invoice is due upon receipt, otherwise a late fee will be assessed.

Please remit to: St John Truck & Trailer Service 5815 Grand Haven Rd Muskegon, MI 49441 Thank You.

Parts..... 19217.85
Labor..... 5255.00
Shop Supplies 157.65
Freight..... 50.00

Authorized By

TOTAL

Continued

CE/2/25/21



St. John Truck & Trailer Service Inc

5815 GRAND HAVEN RD
MUSKEGON, MI 49441
PH 231-798-1069 FAX 231-798-1084
MI REPAIR FACILITY F160237

Estimate E 4544
Date / /
Date Open 01/14/2021

Page: 2 of 3

Sold To : 724-4100 231

Ship To :

CITY OF MUSKEGON DPW
1350 E KEATING

MUSKEGON MI 49442 USA

Written By RON-KING	Terms NET 30	Time 09:12:05	Customer Po #	Promised	Phone	Ship Via
Unit # 50202	Plate #	Year 2011	Make NAVISTAR	Model 7500 SBA 6X4	Mileage/Hrs 0/0.0	VIN 1HTWNAZT7CJ539554

Qty	Description	Price	Amount
6.000	CORJDESE501925 CORE REMAN FUEL INJECTOR	75.00	450.00
-6.00	CORJDESE501925 CORE:RETURN REMAN FUEL INJECTOR	75.00	-450.00
1.000	JDESE502443 REMAN TURBO	1619.14	1619.14
1.000	CORJDESE502443 CORE REMAN TURBO	125.00	125.00
-1.00	CORJDESE502443 CORE:RETURN REMAN TURBO	125.00	-125.00
1.000	FRTFREIGHT FREIGHT	50.00	50.00
1.000	MISC MISCELLANEOUS	1000.00	1000.00
1.000	JDERE545738 EXHAUST MANIFOLD KIT	1286.83	1286.83
1.000	JDERE522878 FUEL FILTER	43.08	43.08
1.000	JDE541922 FUEL FILTER	45.52	45.52
1.000	JDERE504836 OIL FILTER	23.38	23.38
1.000	JDER502513 SEAL	14.17	14.17
1.000	JDER502814 GASKET	4.31	4.31
1.000	LDER123226 SEAL	36.34	36.34
1.000	JDEDZ100555 THERMOSTAT	27.63	27.63
1.000	JDESE501609 WATERPUMP	337.58	337.58
1.000	CORJDESE501609 CORE WATERPUMP	50.00	50.00
-1.00	CORJDESE501609 CORE:RETURN WATERPUMP	50.00	-50.00

I authorize this repair work to be done with necessary materials. You and your employees may operate vehicle for purpose of inspection, testing or delivery at my own risk. An express Mechanics Lien is acknowledged on listed vehicle to secure the amount of repairs. Stjohn truck will not be held responsible for loss or damage to above listed vehicle or contents. Your entitled by law to inspection or return of all old parts, except those that have core required. Only goods purchased in the prior 30 days may be returned and are subject to 20% restocking fee. old cores must be returned in 10 days. It is agreed that the seller will not be held responsible in any way for delay or failure to complete repairs. It is understood and agreed that until full payment of the purchase price, the title to parts sold shall remain and be with the seller, a finance charge will be calculated at the rate 1.5% per month, which is 18% annually on any amount unpaid after 30 days. Any controversy or claim arising out of this contract shall be settled in accordance with the rules of the american arbitration assc. This invoice is due upon receipt, otherwise a late fee will be assessed.

Please remit to: St John Truck & Trailer Service 5815 Grand Haven Rd Muskegon, MI 49441 Thank You.

Parts..... 19217.85
Labor..... 5255.00
Shop Supplies 157.65
Freight..... 50.00

Authorized By

TOTAL Continued

LE
2/25/21



St. John Truck & Trailer Service Inc

5815 GRAND HAVEN RD
MUSKEGON, MI 49441
PH 231-798-1069 FAX 231-798-1084
MI REPAIR FACILITY F160237

Estimate E 4544
Date / /
Date Open 01/14/2021

Page: 3 of 3

Sold To : 724-4100 231

Ship To :

CITY OF MUSKEGON DPW
1350 E KEATING

MUSKEGON MI 49442 USA

Written By RON-KING	Terms NET 30	Time 09:12:05	Customer Po #	Promised	Phone	Ship Via
Unit # 50202	Plate #	Year 2011	Make NAVISTAR	Model 7500 SBA 6X4	Mileage/Hrs 0/0.0	VIN 1HTWNAZT7CJ539554
						Engine

Qty	Description	Price	Amount
1.000	JDERE508566 WATERPUMP INSERT KIT	133.17	133.17
1.000	JDER123417 GASKET	32.49	32.49
1.000	JDER89944 ORING	5.54	5.54
1.000	JDEPM710XX280 JOHN DEERE SEALANT	22.08	22.08
1.000	JDET240080 BELT	112.89	112.89
5.000	OILEL5050 50/50 HD EXT. LIFE PREMIUM ANTIFREEZE / COOLANT NITRITE, AMINE, PHOSPAHTE SILICATE (NAPS) FREE	12.52	62.60
20.00	OILCHEVRON15W40 CHEV URSA SUP PL EC 15W40	3.42	68.40
		SubTotal	23522.85
8.000	Work Requested : *DIAGNOSTIC DIAGNOSE COOLANT LEAK Work Completed :	125.00	1000.00
		SubTotal	1000.00

I authorize this repair work to be done with necessary materials. You and your employees may operate vehicle for purpose of inspection, testing or delivery at my own risk. An express Mechanics Lien is acknowledged on listed vehicle to secure the amount of repairs. Stjohn truck will not be held responsible for loss or damage to above listed vehicle or contents. Your entitled by law to inspection or return of all old parts, except those that have core required. Only goods purchased in the prior 30 days may be returned and are subject to 20% restocking fee. old cores must be returned in 10 days. It is agreed that the seller will not be held responsible in any way for delay or failure to complete repairs. It is understood and agreed that until full payment of the purchase price, the title to parts sold shall remain and be with the seller, a finance charge will be calculated at the rate 1.5% per month, which is 18% annually on any amount unpaid after 30 days. Any controversy or claim arising out of this contract shall be settled in accordance with the rules of the american arbitration assc. This invoice is due upon receipt, otherwise a late fee will be assessed.

Please remit to: St John Truck & Trailer Service 5815 Grand Haven Rd Muskegon, MI 49441 Thank You.

Parts..... 19217.85
Labor..... 5255.00
Shop Supplies 157.65
Freight..... 50.00

Authorized By

TOTAL

24680.50

2/25/21 OK
L. EVANS



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 19215

Date: 2/10/2021
Time: 14:38

Invoice To:

MUSKEGON, CITY OF
1350 E. KEATING
MUSKEGON MI 49442

Ship To:

MUSKEGON, CITY OF
1350 E. KEATING
MUSKEGON MI 49442

INFORMATION

Job Code:	19215	Branch:	1100
Service Date:	2/10/2021	Warehouse:	1100
Exp. Complete Date:	2/10/2021	Site Code:	_MAIN
Type:	EXTERNAL	Cust. Code / Name:	MUSK0005
Mechanic:	STEVEN FUGATE	Qty:	1
Make / Model :	VA/2100P	Serial Number:	11-08V-12719
Equipment No.:	5130	Meter Read(Hrs):	31.00
Equipment Desc:	2115J6P - VACTOR 2115J6P UNIT	Meter Read(Kms):	0.00
Reason:	SERVICE RETAIL WORK TO BE BILLED TO CUSTOMER	Job Desc:	AUX MOTOR REPLACEMENT/CITY OF MUSKEGON

NOTES

Note:

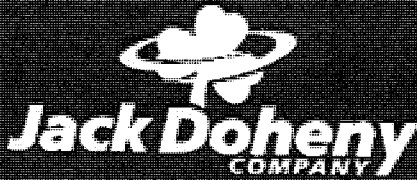
ESTIMATE IS FOR REPLACING THE UNITS AUX MOTOR WITH A NEW JOHN DEERE ENGINE. NOTE VACUUM FAN ASSY WILL BE DISASSEMBLED AT THIS TIME FOR PROPER ENGINE REPLACEMENT.
NOTE EXISTING FLYWHEEL AND STARTER WILL BE RE-USED
FLUID COUPLER WILL BE RE-SEALED IF RE-USEABLE
VACUUM FANS WILL BE RE-BALANCED IF RE-USEABLE
NOTE JOHN DEERE WARRANTY IS 2 YEAR/2000 HR PARTS AND LABOR THRU JOHN DEERE
NOTE CORE CHARGE WILL BE CREDITED FROM JOHN DEERE, ENGINE CORE MUST ROTATE 360 DEGREES
WILL CHANGE THE INPUT/OUTPUT SEALS ON THE COTTA TRANSMISSION

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
FREIGHT			1.00	\$650.00	0.00%	\$650.00
				Total FREIGHT:		\$650.00
LABOR			65.00	\$125.00	0.00%	\$8,125.00
				Total LABOR:		\$8,125.00
OTHER						

This document is for informational purposes and not an invoice

248-349-0904
info@dohenycompany.com
dohenycompany.com



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 19215

Date: 2/10/2021
Time: 14:00

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Se
MISC PART	ZZ-REP6068HF285 JOHN DEERE DIESEL ENGINE	2/10/2021	1.00	\$23,000.00	0.00%	\$23,000.0
SHOP SUPPLIES	SHOP SUPPLIES	2/10/2021	1.00	\$800.00	0.00%	\$800.0
Total OTHER:						\$23,800.00
PART						
V3-16314BJD	GASKET TAPE,50' ROL	2/10/2021	50.00	\$3.75	0.00%	\$187.50
VA-16068C	DIFFUSION HUB MODIFI	2/10/2021	1.00	\$184.84	0.00%	\$184.84
VA-47746	PILOT BEARING	2/10/2021	1.00	\$26.39	0.00%	\$26.39
VA-48831J	SEAL KIT (48831)	2/10/2021	1.00	\$414.83	0.00%	\$414.83
VA-49664Y	SEAL	2/10/2021	1.00	\$251.42	0.00%	\$251.42
VA-49664Z	SEAL	2/10/2021	1.00	\$145.17	0.00%	\$145.17
ZZ-16706	COOLANT (GOLD)	2/10/2021	8.00	\$15.74	0.00%	\$125.92
ZZ-CORECH G	CORE CHARGE	2/10/2021	1.00	\$2,300.00	0.00%	\$2,300.00
ZZ-ECOSAF E	ISO 46; FR	2/10/2021	3.00	\$56.99	0.00%	\$170.97
ZZ-FANBALA NCE	FAN BALANCING	2/10/2021	2.00	\$252.65	0.00%	\$505.30
ZZ-ISO46-GS T	COTTA OIL	2/10/2021	8.00	\$11.94	0.00%	\$95.52
Total PART:						\$4,407.86

Total For Job 19215: \$36,982.86

This document is for informational purposes and not an invoice

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 3/9/2021	Title: Street Sweeping Contract Extension
Submitted By: Doug Sayles	Department: Public Works
Brief Summary: To exercise the option for a 1-year contractual extension as outlined in the previous 3-year contract with TRI-US SERVICES, INC., to provide Street Sweeping Services for 2021.	
Detailed Summary: The Department of Public Works is requesting permission to enter into a 1-year contractual extension agreement with TRI-US SERVICES, INC., which is provided for in the 2018-2020 Street Sweeping Contract. TRI-US SERVICES has held their previous 3-year contract price of \$269,349.00 for 2021.	
Amount Requested: \$269,349.00	Amount Budgeted: \$269,349.00
Fund(s) or Account(s): 101-60523/204-60440	Fund(s) or Account(s): 101-60523/204-60440
Recommended Motion: Authorize staff to enter into a Contractual Street Sweeping Agreement with TRI-US SERVICES, INC.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

To: Honorable Mayor and City Commission
From: DPW Staff
Date: 3/9/2021
Re: Street Sweeping Extension-2021

The DPW Staff is requesting permission to exercise its contractual option (per the 2018-2020 contract) to enter into 1-year contractual agreement with TRI-US SERVICES, INC, to provide street sweeping services for 2021.

TRI-US SERVICES, INC., 78 Ball Creek NW, Kent City, Mi has been our sole street sweeping contractor from 1997 to present. During the course of those years they have provided excellent service to our community and its residents. They also have been the low bidder in each of the 6 previous bids (1997-99, 2002-4, 2006-8, 2010-12, 2014-16 and 2018-2020). They have either held their price or added a slight increase each time an extension (2000/2001/2005/2009/2013,2017) has been approved.

1997 thru 1999 contract		<u>3 year totals</u>
TRI-US SERVICES, INC.	bid \$104,130.76 x 3 years	\$312,392.28
SANI-SWEEP, INC.	bid \$123,867.76 x 3 years	\$371,603.28
2002 thru 2004 contract		<u>3 year totals</u>
TRI-US SERVICES, INC.	bid \$113,662.24 x 3 years	\$340,986.72
SANI-SWEEP, INC.	bid \$156,879.56 x 3 years	\$470,638.68
2006 thru 2008 contract		<u>3 year totals</u>
TRI-US SERVICES, INC.	bid \$148,981.60 x 3 years	\$446,944.80
SANI-SWEEP, INC.	bid \$203,602.40 x 3 years	\$610,807.20
2010 thru 2012 contract		<u>3 year totals</u>
TRI-US SERVICES, INC.	bid \$139,700.50 x 3 years	\$419,101.50
SANI-SWEEP, INC.	bid \$190,057.60 x 3 years	\$570,172.80
2014 thru 2016 contract		<u>3 year totals</u>
TRI-US SERVICES, INC.	bid \$202,135.50 x 3 years	\$606,406.50
SANI-SWEEP, INC.	bid \$330,009.60 x 3 years	\$990,028.80

2018 thru 2020 contract		<u>3 year totals</u>
TRI-US SERVICES, INC.	bid \$269,349.00 x 3 years	\$808,047.00
NO OTHER BIDS RECEIVED		

TRI-US SERVICES, INC.		<u>1 year totals</u>
2000 contract extension	\$104,130.76 x 1 year-(held price)	\$104,130.76
2001 contract extension	\$107,775.33 x 1 year-(3.5% fuel surcharge)	\$107,775.33
2005 contract extension	\$137,866.40 x 1 year-(fuel/operating costs)	\$137,866.40
2009 contract extension	\$148,981.60 x 1 year-(held price)	\$148,981.60
2013 contract extension	\$139,700.50 x 1 year-(held price)	\$139,700.50
2017 contract extension	\$202,235.50 x 1 year-(held price)	\$202,135.50

At this time staff is proposing to enter into a 1 year contract extension with TRI-US SERVICES, INC and they have submitted the following proposal:

2020 contract extension ----City of Muskegon Roadways-----	\$251,034.50
State of Michigan (MDOT) Roadways--	<u>\$ 18,315.00</u>
TOTAL	\$269,349.00

TRI-US SERVICES, INC. has held their 2018-2020 contract price of \$269,349.00 for the proposed 2021 contract extension. They continue to provide us with excellent customer service and meet all of our special request needs with little or no prior notice. They will continue to sweep the city roadways 4 times during the period from April 1st to October 15th, 2021 as stipulated in the previous 2018-2020 contract.

Therefore, at this time, staff is recommending to the Commission to approve the request to enter into agreement with TRI-US SERVICES, INC.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 3/9/2021	Title: Lakeside Corridor Improvement Authority Resolution
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: The Lakeside BID Board has petitioned the City to allow for the creation of a Corridor Improvement Authority and corresponding Tax Increment Financing Plan. A public hearing to take comments concerning the creation of the Authority and its boundaries has taken place, allowing for the creation of the Corridor Improvement Authority by the City Commission through adopting the attached ordinance.	
Detailed Summary: The Lakeside Business Improvement District Board has requested a Corridor Improvement Authority to generate TIF revenues and eventually phase out their Business Improvement District special assessment. On October 27th the City Commission held a required public hearing to review submitted comments on the establishment of the Authority and its boundaries. Per Public Act 280 of 2005, not less than 60 days must pass after the public hearing in order for taxing authorities to be notified and give any feedback on the creation of the CIA. This has taken place, and now the Commission may establish the Lakeside Corridor Improvement Authority by adoption of the provided resolution. The next steps will involve appointing the current Lakeside BID Board as the CIA Board members after the resolution has been adopted and sent to the Michigan Secretary of State. Once appointed, the CIA Board can adopt and submit a Tax Increment Financing Plan to the state and begin TIF capture.	
Amount Requested: \$0	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: A motion to adopt the resolution establishing the Lakeside Corridor Improvement Authority as presented, and to direct staff to submit the adopted resolution to the Michigan Secretary of State.	
For City Clerk Use Only: Commission Action:	

Resolution _____

Resolution to Establish a Corridor Improvement Authority in the Lakeside District and to Define the Boundaries of the Authority

Whereas; The City of Muskegon has complied with the noticing and hearing requirements provided in Public Act 57 of 2018, Part 6, titled “The Corridor Improvement Authority Act” **and;**

Whereas; The State of Michigan allows for Corridor Improvement Authority formation, pursuant to Public Act 57 of 2018, “Recodified Tax Increment Financing Act” in key business corridors outside of traditional downtowns that:

- Are adjacent to or are within 500 feet of a road classified as an arterial or collector according to the Federal Highway Administration manual "Highway Functional Classification - Concepts, Criteria and Procedures"
- Contain at least 10 contiguous parcels or at least 5 contiguous acres
- More than 1/2 of the existing ground floor square footage in the development area is classified as commercial real property under section 34c of the general property tax act, 1893 PA 206, MCL 211.34c
- Residential use, commercial use, or industrial use has been allowed and conducted under the zoning ordinance or conducted in the entire development area, for the immediately preceding 30 years
- Are presently served by municipal water or sewer
- Are zoned to allow for mixed use that includes high-density residential use, **and;**

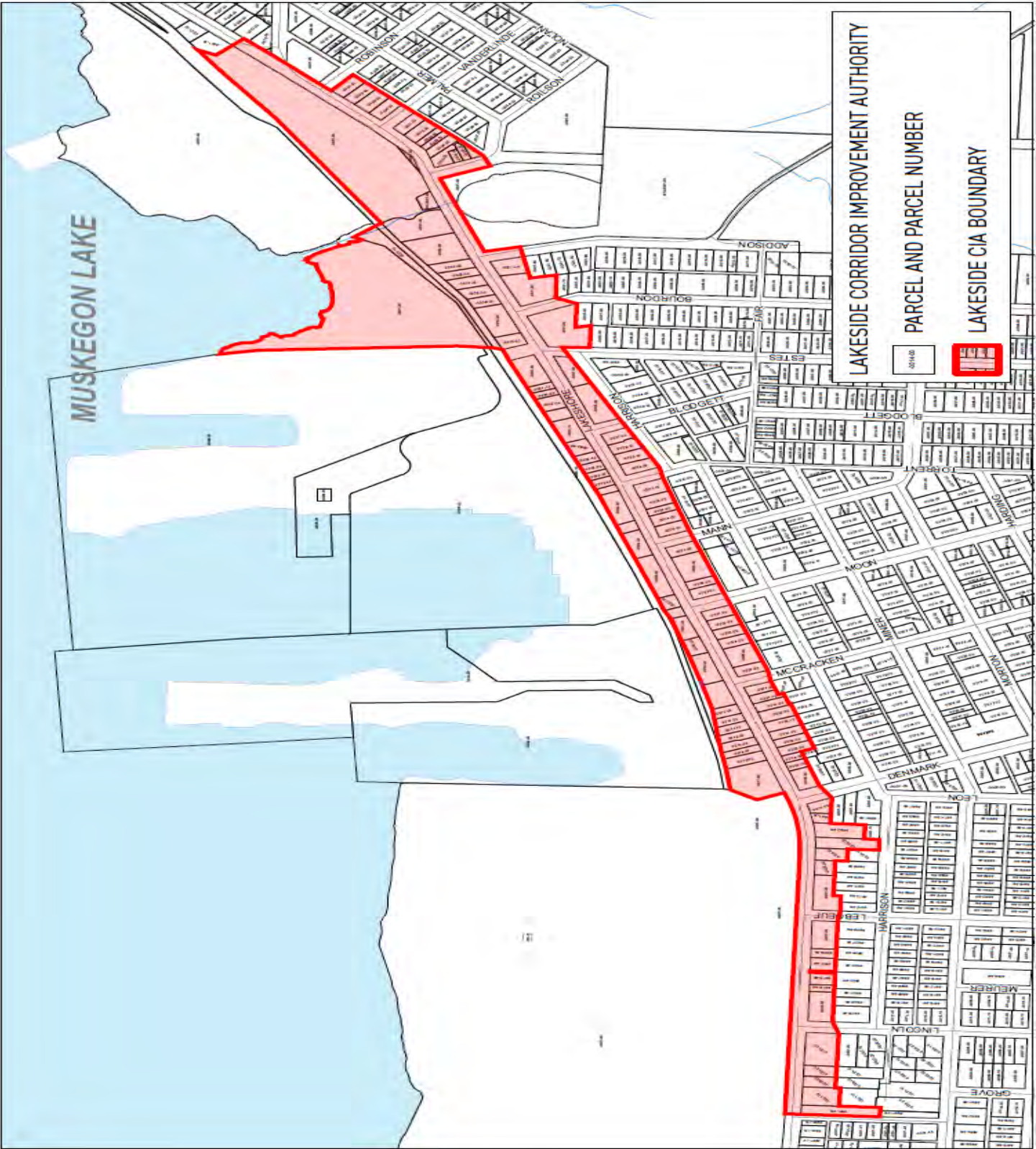
Whereas; the district boundaries as presented in Exhibit A comply with the required provisions stated above, **and;**

Whereas; The City has made substantial improvements to the streetscape, lighting, and landscaping in the corridor that improves the aesthetic and accessibility of the business district that will require significant ongoing maintenance, **and;**

Whereas; The Lakeside Business Improvement District Board has requested the establishment of a TIF district for the purposes of funding maintenance and marketing of their district;

Now, Therefore be it Resolved; that the City Commission of the City of Muskegon hereby establishes the Lakeside Corridor Improvement Authority pursuant to Public Act 57, Section 6 and provides the Authority with all rights and functions therein within the geographic boundary and description attached as Exhibit A.

EXHIBIT A
DISTRICT MAP AND DESCRIPTION



DISTRICT BOUNDARY DESCRIPTION: ALL PARCELS ABUTTING OR ACCESSED BY LAKESHORE DRIVE ORIGINATING AT CLIFFORD STREET AND CONTINUING EASTWARD TO ROBINSON STREET LOCATED IN THE CITY OF MUSKEGON REVISED PLAT OF 1903.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 3/9/2021	Title: Port City Industrial Park Expansion RFP
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: The site preparation work at the former Shoreline Correctional Facility is complete, and though we still await the outcome of a recent EDA grant application for some utility capacity improvements the time is right to seek submissions for potential end-users and/or builders. The attached RFP seeks one or more developers to partner with the city by developing the 63 acre site.	
Detailed Summary: Over the past year, the Economic Development department has submitted the site for consideration in 5 confidential MEDC RFI's, all of which were either national or North America wide. We did achieve third in a statewide agribusiness attraction project as well. However, one "big fish" end-user attraction is fairly rare and highly competitive, and now that we have seen a slow down in these types of requests from MEDC during the pandemic the department would like to try casting a wider net for potential development. The site should garner significant interest, and this document contains the necessary details for manufacturers and builders to submit potential construction projects. The RFP is authored to accommodate multiple potential users, considering the size of the development area. This RFP would be pushed my press release, social media, trade publications/professional associations, and by working with our county Economic Development partner GMED.	
Amount Requested: \$0	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: A motion to endorse the Request for Proposals for the Port City Industrial Park Expansion as presented.	
For City Clerk Use Only: Commission Action:	

Request for Proposals

City of Muskegon, Michigan

2500 S. Sheridan – 63 Acre Industrial Opportunity



Publication Date:

Submittal Due Date:

All Submittals to:

**City of Muskegon, attn. Jake Eckholm, Director of Economic Development
933 Terrace Street, Muskegon MI 49440**

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I. INTRODUCTION

The City of Muskegon is seeking developers and end-users with experience and capability in implementing quality industrial, office, or warehousing facilities. The City's objective is to negotiate and enter into an agreement with the selected developer(s) to construct and operate one or more business uses at the city-owned property located at 2500 S. Sheridan Road, which is located in the Port City Industrial Park. The site total is 63 +/- acres in size, and respondents to this Request for Proposals may propose developments ranging from **5 acres to 63 acres** in land use. The ideal proposal will create new jobs, tax base, and public good in the city limits of Muskegon, and bring the potential for future growth for the community.

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

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

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

II. OVERVIEW OF DEVELOPMENT OPPORTUNITY

A. Site Description

The site is located in the southeastern corner of the Port City Industrial Park, primarily accessed from Laketon Avenue or Sherman Boulevard in the City of Muskegon. The site is located 1.5 miles from entrance ramps to U.S. 31, and 4 miles from Interstate 96. Additionally, the site is 6 miles from deep water port and rail transit. The site is conveniently located in a secluded area on the dead-end of Olthoff Drive in the industrial park, making it ideal for both industrial and office/warehousing uses. Site photos and overhead are attached in the Exhibits.

The site was formerly a corrections facility operated by the State of Michigan, and the City acquired the site for reuse in early 2019. Since that time, the City of Muskegon has utilized available state grant dollars to remove all structures, hard surfaces, and defunct in-ground infrastructure to create a truly “Greenfield” site that is ideal for redevelopment. The city retains additional state grant funds that can be committed to infrastructure improvements for the development, such as additional load capacity or improved access. There is also a sizeable pile of aggregate that can be contributed to the project as base for a pad or parking.

There is ample existing utility access to serve most any manner of industrial or commercial use available at the entrance to the site. A public utility map is included in the exhibits. The city has conducted preliminary environmental assessments which are also attached in the exhibits. In short, the site is clean, high and dry, and awaiting investment. Tours of the site are available by request by emailing the point of contact listed in this Request for Proposals.

B. Zoning & Development Standards

The development site is within the City’s Industrial zoning district. This zoning designation allows for all forms of manufacturing and production either as a use by right or with a Special Use Permit.

The following are generally appropriate form elements and uses in this district:

- Pre-engineered steel construction/clear span production buildings
- Medium to large building footprint
- Large parking facilities
- Trucking parking and docking amenities
- Active-use office construction
- Warehousing/logistics operations
- “Heavy” industry such as foundry or press facilities

C. Redevelopment Objectives

This RFP seeks and favors an industrial/commercial end user or creative developer of industrial/commercial building projects to construct a development that meets the following goals and objectives. The City's desired outcome for the site is one or more installations that will serve as a further catalyst for gains in the production market share for the Muskegon area. The successful development proposal will incorporate forward-thinking approaches to production space, site layout, and shipping logistics to ensure that the available space is maximized for future growth. The City envisions a final product that results in a large expansion to the Port City Industrial Park, and as such the development should:

- Create living wage jobs (living wage here is defined as an aggregate average of \$14.49/hr wages for all non-supervisory employees).
- Create a substantial gain in real property tax value within the city limits through new construction.
- Create particular opportunity for city residents to attain employment.
- Create substantial positive economic impact for the City's service economy by increasing the industrial/commercial utilization in the Port City Industrial Park.
- Interact well with existing commercial/industrial/institutional users.

D. Specific Areas of Interest

The City is specifically interested in a developments that will complement the existing sectors featured in the regional economy. These include the automotive, aerospace, plastics/molding, office/institutional furniture, food processing/agribusiness, and alternative energy sectors of production. The region also features significant warehousing and logistics enterprise, and a large portfolio of corporate office workspaces. The market demand for this type of development has been articulated by continued upward pressure on production demand and strong recovery in the local industrial market despite the challenges posed by the COVID-19 pandemic and its related economic fallout. The Development Area is capable of accommodating one or more end users that fall into these Areas of Interest.

Additionally, the City is also interested in expanding its offerings in the market for incubating local manufacturing and industry. The community has limited available small to midsize production space available, and as such has commonly seen businesses leave the city limits upon achieving a certain level of growth. This location is an ideal option for speculative build and hold industrial building stock, as long as such a concept also fulfills the other stated goals in this RFP, including capacity for job creation and new tax base for the community.

III. DESIRED DEVELOPER QUALIFICATIONS

The City is seeking responses from developers who are interested in undertaking one or more of the development concepts described in this RFP. In this context, the terms "Developer" and "Developer Qualifications" apply to the development entity itself and the proposer's professional

team assembled to execute and manage the project. It is the City's expectation that the site be repurposed and developed into an addition to the Port City Industrial Park with active uses onsite. Although we reserve the right to select a development group with less experience, or non-traditional experience, the City is seeking a developer and supporting professional team that possesses a strong combination of the following qualifications and experience:

- Experience developing, managing, and/or operating a business function consistent with the required uses in this RFP.
- Experience in new-build construction of large scale office/production space.
- Experience operating and managing a business in a diverse community.
- Experience working with municipal government in business, community events, or other public/private collaborative ventures.
- Clearly defined qualifications regarding experience in the field of the development proposed (i.e., if a manufacturing end-user then please include a detailed description of current business operations)
- Ability to successfully navigate the concept-to-production development process for the proposed use.

IV. SUBMISSION FORMAT AND CONTENTS

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

Section I – Qualifications and Experience - Cover Letter

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

Section II – Proposed Development Vision and Program

Responses should describe the overall vision and a recommended development program to bring the concept to fruition. This section should include introductory plans regarding design, scope, buildout, potential end-use, potential job creation, buildout valuation, and other relevant details

related to the proposed development. This section should also illustrate the desired timeline requested by the developer to implement the proposed project.

Section III – Conceptual Financial Structure/ Financial Stability

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

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

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

V. EVALUATION CRITERIA

The City of Muskegon supports the further creation of a vibrant and successfully addition to our main industrial district to complement current existing enterprises. Accordingly, City staff will evaluate responses based on the criteria stated within this document. Given the scale of the anticipated development, developer qualifications and experience will be assigned the greatest value including but not limited to the following;

- Anticipated Living-Wage job creation
- Projected new taxable value added to the community
- Developer qualifications and experience (as identified in Section of this RFQ)
- Viability of concepts in proposed development vision and program (as identified in Section IV of this RFQ)

- Conceptual financial structure (as identified in Section IV of this RFQ)
- Financial history/stability (as identified in Section IV of this RFQ)
- Ability to attract a diverse employment base representative of all members of the Muskegon community.

VI. RESPONSE DEADLINE

Responses to this Request for Proposals must be submitted (one original, two unbound copies, and one electronic copy) by no later than 5:00pm on April 30th, 2021. Responses received after this date and time will not be considered, though the City reserves the right to renew or extend the submission deadline. Please address responses to:

City of Muskegon
Attention: Jake Eckholm
Director of Economic Development
933 Terrace Street
Muskegon, MI 49440
Jake.Eckholm@shorelinecity.com

VII. INQUIRIES

Any inquiries regarding this Request for Proposals or the desired project generally must be submitted in writing via email. All such written inquiries must be submitted by 5:00pm on April 28th, no further inquiries will be accepted after this date and time. Inquiries should be submitted to:

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

VIII. SELECTION PROCEDURE AND TIMELINE

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

terms, the City and the developer will enter into a binding Development Agreement following final review and approval by the City Commission of the City of Muskegon.

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

3/15/2021: RFP Issued

4/28/2021: Inquiries on RFP due by 5:00pm

4/30/2021: Responses to RFP due by 5:00pm

5/10/2021: Preferred Developer(s) recommended to City Commission

5/11/2021: Negotiations between Preferred Developer(s) and the City

6/23/2021: Development Agreement(s) presented to City Commission for final approval

IX. EXHIBITS

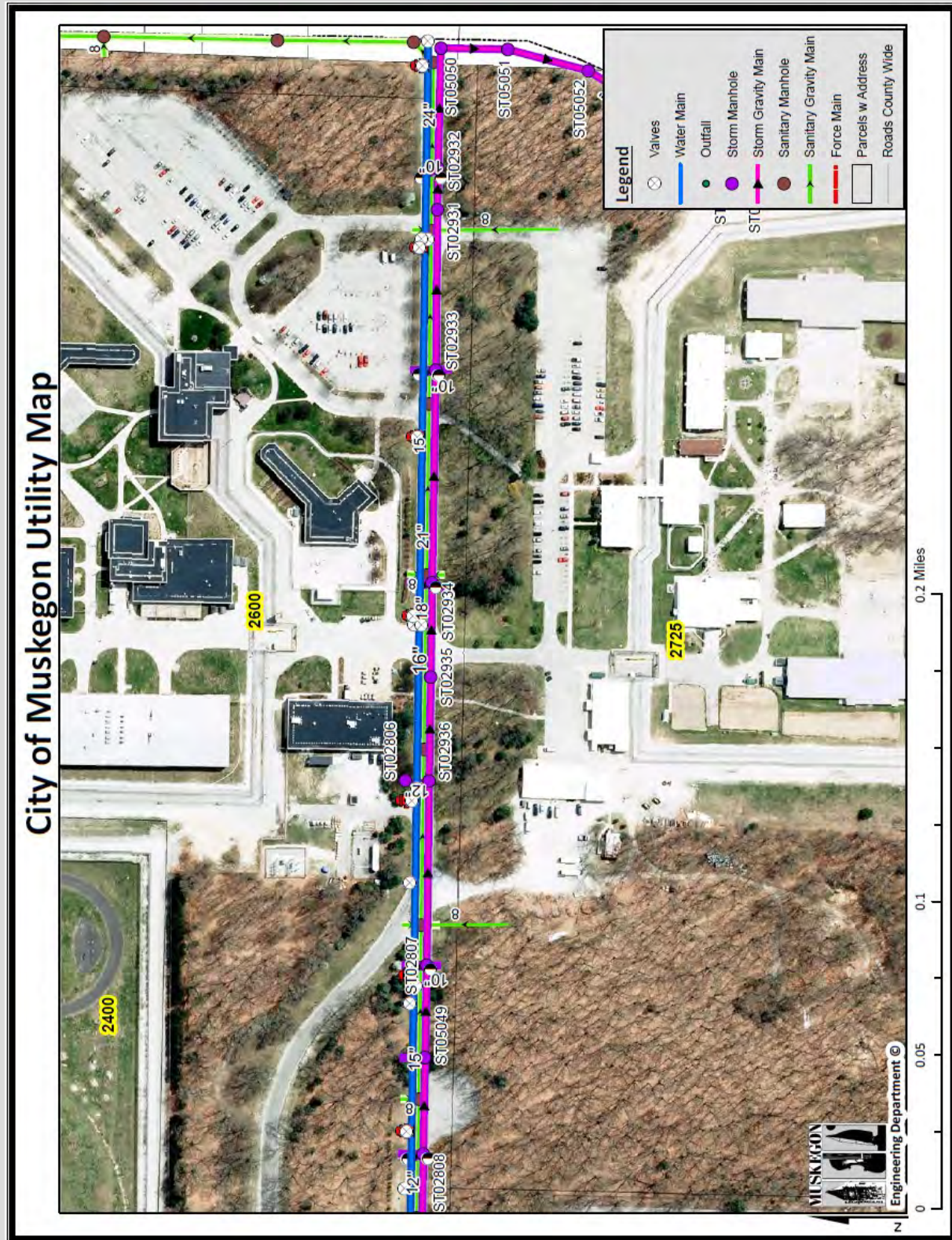
A. Full Parcel Overhead (Site bordered in RED, all structures removed)



B. Current Site Condition Photos



C. Existing Utility Capacity Map



D. Environmental Assessments and Other Documents

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 3/9/2021	Title: Acquisition of 1259 Sanford from Muskegon County Landbank
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: Now that we have finalized the funding sources and passed HUD's administrative review for the EACH program, we are ready to construct owner occupied homes for low-mod families. We own two of the three lots for the development, and must acquire this last lot from the Muskegon County Land Bank in order to execute the development agreement and being construction.	
Detailed Summary: The City's development of owner-occupied home construction in partnership with Community enCompass has cleared administrative review by HUD, and we are ready to order homes and commence construction. Now that the development is assured, we need to acquire the only lot not currently under site control by the city to ensure that we can utilize the Brownfield TIF. Tim Burgess with the County Land Bank is very supportive of the program and our application is pending per Commission approval. The offered price on the lot we are recommending is one dollar at this time, though it is up to the County Treasurer to accept the price and this is not guaranteed.	
Amount Requested: \$1	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: A motion to approve the acquisition of 1259 Sanford from the Muskegon County Land for the development of a single family home, pending Land Bank approval.	
For City Clerk Use Only: Commission Action:	



Muskegon County Land Bank (MCLBA) Development Plan

(For property without a structure)

Application will not be processed if not completed in its entirety.

CONTACT INFORMATION

Name of developer(s): City of Muskegon
Mailing address: 933 Terrace

City, State, Zip: Muskegon, MI, 49440

Daytime Phone #: 231-903-2416 Alternate phone #: 231-724-6780

Fax number: N/A Email address: Jake.Eckholm@shonelinecity.com

PROPERTY INFORMATION

Property addresses and/or parcel ID

1259 Sanford Street, Muskegon, MI 49440
61-24-205-384-0007-20

Amount of offer for property: \$1.00

Are you an adjacent property owner? NO

Describe intended use of vacant lot:

The city of Muskegon intends to partner with a non-profit housing agency to construct one (1) single family home on the lot that will be sold to a family/individual at or below 80% of the Area Median Income. We are requesting this lot be deeded to the city for \$1.00 due to anticipated losses on the sale and so Muskegon County can partner on this great affordable housing program. Thank you for your consideration.

To the best of my knowledge the information provided in this application is true and in compliance with MCLBA Policies and Procedures. I understand that the Land Bank staff will review this request and confirm that it is in compliance with these Policies and Procedures and existing Land Bank and neighborhood plans. I further acknowledge improvements made upon this parcel will be performed with all applicable permits and inspections from the local municipality.

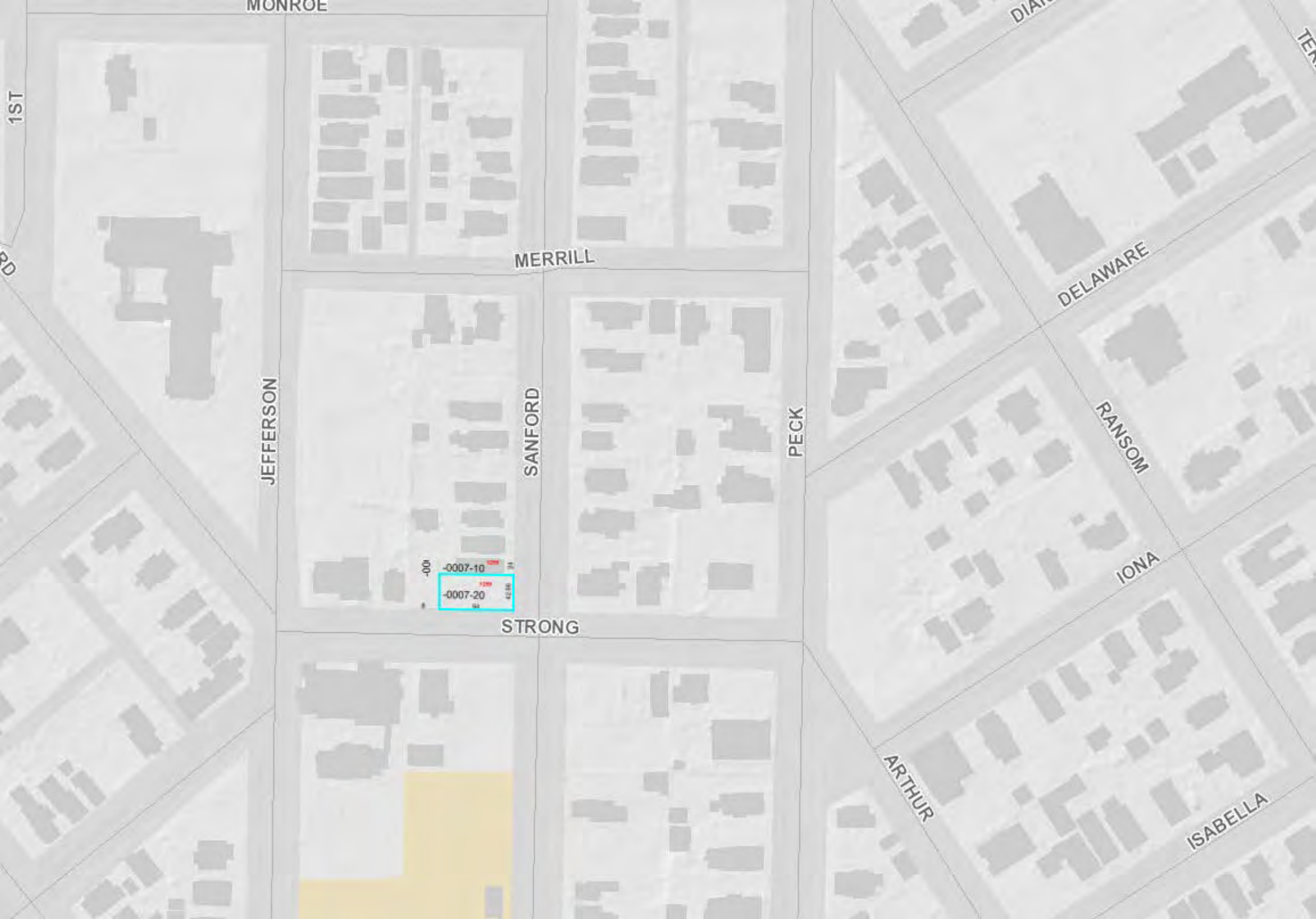
 3/2/2021
Signature of Applicant Date

This form is a
statement of
interest only. By
receiving it, the
County does not
commit to
transfer
property.

Please Return This Form To:

*Muskegon County Land Bank, Treasurers Office 173 E. Apple Ave. Suite 104
Muskegon, MI 49442*

Phone: (231) 724-6170 Fax: (231) 724-6549



MONROE

1ST

RD

MERRILL

JEFFERSON

SANFORD

PECK

DELAWARE

RANSOM

IONA

STRONG

ARTHUR

ISABELLA

-0007-10
-0007-20

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 8, 2021	Title: Marina Parking Ordinance / Increase Launch Ramp Fines
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Amending current Marina Parking ordinances 92-74 (1)(a) include parking restrictions and enforcements for marina parking. Adding (1a) no parking on grass/unimproved area in city parking launch ramp area and fines that go along with that addition.	
Detailed Summary: See attached amended ordinance and amended Marina parking fees	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approval to amend Parking Ordinance 92-74 (1)a and fines associated with this ordinance.	
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
Muskegon County, Michigan
Ordinance Amendment No. _____

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 92, "Local Parking Restrictions," of the Code of Ordinances of the City of Muskegon is amended to add the following:

Sec. 74. Marina Parking Restrictions; violation as a municipal civil infraction; Public Boat Launch Permit violation fines:

- (1) A vehicle shall not be parked, except if necessary to avoid conflict with other traffic or in compliance with the law or the direction of a police officer or traffic-control device, in any of the following places:
 - (a) no parking on the grass/unimproved area in city parking launch ramp area
 - (b) within 50 feet of a public boat launch, with or without a permit; and
 - (c) within an area marked for vehicle/trailer parking, with or without a permit.

A person who violates this section is responsible for a civil infraction.

- (2) Pursuant to the provisions of state law MCL 600.8395, it is hereby established within the city a parking violations bureau to accept pleas of responsible in motor vehicle parking violation cases and to collect and retain fines and costs as prescribed by ordinance. Upon pleading responsible or being found responsible by a court, the fines for parking violations in a Marina shall be as follows:
 - (a) Offense (1) (a) "No Parking on the grass/unimproved are in city parking launch ramp area and shall carry a minimum fine of \$15.00, which shall increase to \$30.00 after the first 14 days after the date of the violation, to \$45.00 after 21 days after the date of the violation, and to \$70.00 after 30 days after the date of the violation.
 - (b) Offense (1) (b) "Parking within 50 feet of a public boat launch," shall be equal to a parking violation and shall carry a minimum fine of \$35.00, which shall increase to \$70.00 after the first 14 days after the date of the violation, to \$105.00 after 21 days after the date of the violation, and to \$130.00 after 30 days after the date of the violation.
 - (c) Offense (1) (c) "Parking within an area marked for vehicle/trailer parking only," shall be equal to a level 4 parking violation and shall carry a minimum fine of \$35.00, which shall increase to \$70.00 after the first 14 days after the date of the violation, to

\$105.00 after 21 days after the date of violation, and to \$130.00 after 30 days after the date of the violation.

- (3) Pursuant to City of Muskegon Ordinance 58-34, any person who uses a boat launch ramp in violation of 58-3, shall be responsible for a municipal civil infraction. Upon pleading responsible or being found responsible by a court, the fines for the boat launch permit violations in a Marina shall be as follows:
- (a) Code 58-3. Launching a boat from the city launch ramp without a Launch Ramp Permit are in violation of this section and shall carry a minimum fine of \$35.00 plus the cost of a permit, which shall increase to \$70.00 after the first 14 days after the date of the violation, to \$105.00 after 21 days after the date of the violation, and to \$130.00 after 30 days after the date of the violation; and
 - (b) Code 58-3. Commercial vehicles without a Commercial Launch Ramp Permit are in violation of this section and shall carry a minimum fine of \$100.00 plus the cost of a permit, which shall increase to \$200.00 after the first 14 days after the date of the violation, to \$300.00 after 21 days after the date of the violation, and to \$350.00 after 30 days after the date of the violation; and
 - (c) Code 58-3. Vessels larger than 30 feet, or transported with three or more axles, shall not use the City of Muskegon launch ramp facilities. Pontoon boats are excluded. Unlawful use of the launch ramp facilities shall carry a minimum fine of \$100.00, which shall increase to \$200.00 after the first 14 days after the date of the violation, to \$300.00 after 21 days after the date of the violation, and to \$350.00 after 30 days after the date of the violation.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By _____

Ann Marie Meisch, MMC

City Clerk

Date: 2/10/21

To: Honorable Mayor and City Commissioners

From: DPW/Parks

RE: Ordinance Amendment to Increase and Establish Launch Ramp Fines

SUMMARY OF REQUEST:

Staff is requesting amendments to Chapter 92 "Traffic and Vehicles," Article V "Local Parking Restrictions," Section 92-74 "Parking violations bureau; minimum parking fines,"

(2.1) level 1 parking violations and (2.2) level 2 parking violations and (2.3) level 3 parking violations.

1. Under 92-74 (1) (a) No Parking on grass/unimproved area in city parking launch ramp area.

(2.1) Level 1 parking violations.

Code 92-74 (1)	Offense
A	No parking on grass/unimproved area in launch ramp area

The penalties for level 1 parking violations if paid are as follows:

Within 14 days	After 14 days	After 21 days	After 30 days
\$15.00	\$30.00	\$45.00	\$70.00

(2.2) Level 2 parking violations.

Code 92-74 (2)	Offense		
B	Parking within 50 feet of a public		
C	Within area marked for vehicle/trailer parking		
The penalties for level 2 parking violations if pad are as follows:			
Within 14 days	After 14 days	After 21 days	After 30 days
\$35.00	\$70.00	\$105.00	\$130.00

3. Establish fines under (2.3) for violations of Chapter 58 "Parks and Recreation,"

Article 1 " General," Section 58-3 "Public boat launch permit; violation as a municipal civil infraction."

- a. Code 58-3 Launching a boat from the city launch ramp without a Launch Ramp Permit are in violation of this section and shall carry a minimum fine of \$35.00 plus the cost of a permit, which shall increase to \$70.00 after the first 14 days after the date of the violation, to \$105.00 after 21 days after the date of the violation, and to \$130.00 after 30 days after the date of the violation; and
- b. Code 58-3 Commercial vehicles without a commercial launch ramp permit are in violation of this section and shall carry a minimum fine of \$100.00 plus the cost of a permit, which shall increase to \$200.00 after the first 14 days after the date of the violation, to \$300.00 after 21 days after the date of the violation, and to \$350.00 after 30 days after the date of the violation; and
- c. Code 58-3 Vessels larger than 30 feet, or transported with three or more axles, shall not use the City of Muskegon launch ramp facilities. Pontoon boats are excluded. Unlawful use of the launch ramp facilities shall carry a minimum fine of \$100.00 which shall increase to \$200.00 after the first 14 days after the date of the violation, to \$300.00 after 21 days after the date of the violation, and to \$350.00 after 30days after the date of the violation.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 9, 2021	Title: Muskegon Central Dispatch Lease Agreement & Exhibits
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Review and approve the attached MCD lease agreement (amended). As detailed in the attached lease agreement, attached exhibits and lease space necessary for use and maintenance of the newly expanded/remodeled dispatch facility.	
Detailed Summary: Attached is the First Amendment to the Lease between the City and Central Dispatch. There are two exhibits. Exhibit A is the site plan/description of the leased space. Exhibit B is the financials.	
Amount Requested: 0.00	Amount Budgeted: n/a
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approval of the amendments to the lease agreement between the City of Muskegon and Muskegon Central Dispatch.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☒ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

LEASE

This lease is effective on October 10, 2006, between the **City of Muskegon**, a Michigan municipal corporation, whose address is 993 Terrace Street, Muskegon, Michigan 49440 ("Landlord"), and **Muskegon Central Dispatch**, located at 860 Terrace Street, Muskegon, Michigan, 49440 ("Tenant").

In consideration of the mutual promises of the parties set forth in this lease and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. **Lease of Premises.** Landlord leases to Tenant, and Tenant rents from Landlord, approximately Two Thousand Three Hundred Fifty Four (2354) square feet of office space, plus shared space, ("Premises") in the fire station being constructed by Landlord located at Western Avenue in the City of Muskegon, Michigan ("Property"), together with all improvements located thereon, subject to all the terms and conditions of this lease. The Premises is specifically depicted on the site plan attached as **Exhibit A**.

a. **Shared Facilities.** Landlord and Tenant shall have shared use of those facilities identified on Exhibit A, which shall include the break room, lobby/office administration, bathroom, and conference rooms.

b. **Parking.** Landlord shall designate four parking spaces at the Property for exclusive use by Tenant.

2. **Term.** The initial term of this lease shall be for 25 years commencing as of July 1, 2007 ("Commencement Date"), unless sooner terminated according to the terms of this lease.

3. **Preparation of Premises; Landlord's Construction.** Landlord shall prepare the Premises for Tenant's occupancy. Such work shall be performed to the specifications indicated on attached **Exhibit B**.

4. **Possession.** Tenant shall have possession of the Premises on the Commencement Date. If possession of the Premises shall for any reason not be delivered to Tenant on the Commencement Date, this Lease shall continue in full force and effect, and no liability shall arise against Landlord out of any delay other than the abatement of rent, at the daily rental rate, until possession of the Premises is delivered to Tenant. If Tenant, at its sole option, shall take possession of any part of the Premises before the Commencement Date, such possession shall be governed by the terms of this Lease, and Tenant shall pay Landlord rent beginning on the date of possession.

5. **Rent; Option to Renew.**

a. **Rental.** Tenant shall pay to Landlord an annual rental amount determined as follows:

1) Tenant shall pay 17.6% of the debt service from the City of Muskegon 2006 Public Improvement Bonds attributable to the Western Avenue Fire Station. (The City of Muskegon 2006 Public Improvement Bond is \$5,400,000, of which \$3,696,970 is attributable to the Western Avenue Fire Station.); and

2) Tenant shall pay 17.6% pf the operation and maintenance expenses of the Western Avenue Fire Station

Such payments shall be made in equal monthly installments, in advance, without any setoff or deductions, on or before the first day of each month during the term of this lease. The rent shall be payable at the address for Landlord listed above.

b. **Option to Renew.** Tenant shall have the option to renew the term of the lease for five (5) successive periods of five (5) years each. Tenant must exercise its option to renew by written notice to Landlord at least 90 days before expiration of the then existing term.

6. **Use of Premises.** Tenant shall use and occupy the Premises only for those purposes related to its emergency call center operations. The Premises may be used for any other purpose only with the prior written consent of Landlord. Tenant shall not use the Premises, or permit the Premises to be used, in a manner that constitutes a violation of any applicable law, order, ordinance, or regulation or that may be dangerous. Tenant shall not commit or allow any waste in or about the Premises nor shall Tenant cause or permit any nuisance.

7. **Taxes.** Landlord and Tenant are exempt from paying real and personal property taxes. If Tenant at any time during the term of this Lease becomes non-exempt, it shall promptly pay any personal property taxes levied or assessed against Tenant's personal property; and shall, upon request, furnish evidence of such payment to Landlord.

8. **Repairs and Maintenance.** Landlord shall maintain in good condition and repair and shall make any necessary capital replacements of the heating and air conditioning plant system, the electrical wiring system, and the roof and structural walls, to the extent necessary to preserve Tenant's intended use and enjoyment. Landlord shall be responsible for all snow plowing and landscaping at the Property. Repairs or replacements necessitated by the negligent acts of the Tenant shall be made at the expense of the Tenant. Tenant shall keep and maintain the Premises in good and sanitary order and condition, and will deliver the same to Landlord at the expiration of the Term in as good a condition as when received, except for reasonable use and wear thereof.

9. **Alterations or Improvements.** Tenant may, at its expense, make what alterations, improvements, additions, and changes to the Premises it deems necessary or expedient in the operation of the Premises, but only with Landlord's consent which will not be

unreasonably withheld. Tenant shall not, however, without Landlord's written consent, tear down or materially demolish any improvement on the Premises, or make any material change or alteration, if the improvement, when completed, will substantially diminish the value of the Premises.

10. **Utilities; Janitorial.** Landlord shall provide gas (heat), electric, water and sewer utilities for the entire Property during the term of the lease, and Tenant shall pay as additional monthly rent its 17.6% of the utility expenses. Tenant shall be responsible for providing janitorial for the second floor of the building and Landlord shall be responsible for providing janitorial service for the first floor of the building. Landlord shall provide garbage service for the building. Each party shall be responsible for its own telephone service.

11. **Condition of Premises.** Except as Landlord and Tenant may otherwise agree in writing, Tenant's entry into possession shall constitute conclusive evidence that Tenant accepts the Premises "as is," in its existing condition. No representation, statement or warranty, express or implied, has been made by or on behalf of Landlord as to such condition, or as to the use that may be made of the Premises. In no event shall Landlord be liable to Tenant for any defect in the Premises, or for limitations on its use. No representation or warranty of habitability, express or implied, has been made by or on behalf of Landlord to Tenant.

At the termination of this lease, Tenant shall return the Premises and all equipment, appliances and fixtures in as good a condition as when Tenant took possession, ordinary wear and tear excepted, and upon Tenant's failure to do so, Landlord may restore the Premises, including equipment, appliances and fixtures to such condition and Tenant shall be responsible to pay the cost of said restoration.

12. **Compliance with Laws.** Tenant, under penalty of forfeiture and damages, agrees to comply promptly with all requirements of law and with all ordinances, regulations or orders of any municipal, state, federal, or other public authority affecting all or any part of the Premises and with all requirements of the Board of Fire Underwriters or similar body and of any liability insurance company insuring the Landlord against liability for accidents in or connected with all or any part of the Premises, and Tenant further agrees to save Landlord harmless from any and all penalties, fines or liabilities that may result from Tenant's failure to so comply.

13. **Insurance and Indemnity.**

a. Landlord shall procure and maintain in full force and effect fire and extended coverage insurance with an all-risk endorsement on the Property for its full insurable replacement cost (excluding foundations and excavation).

b. Tenant shall, at its sole cost and expense, procure and maintain in full force and effect during the lease term, comprehensive general public liability insurance against claims for personal injury, death, or property damage occurring on, in, or about the Premises in a minimum amount of \$1,000,000 in respect of personal injury or death to any one person, and of not less than \$1,000,000 in respect of any one occurrence, and of not less than \$1,000,000 for property damage. Tenant shall also be responsible for obtaining insurance for Tenant's interest and property.

c. All insurance policies required hereunder, which may be so-called "blanket policies", shall: (i) name Landlord and Tenant as insureds; (ii) be payable as provided in paragraph 15; and, (iii) be purchased from companies reasonably satisfactory to Landlord.

14. **Fire or Casualty; Condemnation.** In the event the Premises are totally destroyed by fire, wind, or other causes beyond the control of the Landlord, or are condemned or otherwise taken by authority of local, state or federal government, then in any of these events the lease term shall cease and terminate as of the date of such destruction, condemnation or taking. In the event of any loss or damage by fire or other casualty for which the building or improvements on the Premises may be insured, all amounts payable upon any policy or policies of insurance shall be paid to Landlord except the extent the insurance covers Tenant's improvements. If the Premises are damaged by fire, rain, wind or other such causes, so as to render the same partially untenable or partially unfit for use, but are repairable within a reasonable time, then this lease shall remain in full force and effect, but Tenant's rent shall be proportionately reduced until the Premises are repaired.

15. **Signs.** Tenant shall only place, erect or maintain or cause to be placed, erected or maintained on any exterior surface of the Premises, or anywhere outside of the Premises, such signs, lettering, decorations, or advertising as are permitted by law and have been approved by Landlord in writing. Tenant shall, at its own risk and expense, lawfully erect such material. Upon vacating the Premises, Tenant agrees to remove all signs or other such items and to repair all damage caused by such removal.

16. **Risk of Loss.** During the term of this lease, and any extension or renewal thereof, the risk of loss, with respect to all risks insurable under a fire and extended coverage insurance policy meeting the requirements of the laws of the State of Michigan, together with the risk of loss with respect to all uninsurable losses to the Premises which are subject to the control or prevention by Tenant, shall rest upon Tenant.

17. **Assignment or Subletting.** The Tenant shall not assign, mortgage, or encumber this lease, nor sublet or permit the Premises or any part thereof to be used by others, without the prior written consent of the Landlord in each instance.

18. **Security.** Landlord shall not be liable for any injury to the person or property of the Tenant or any other persons caused by the criminal acts of third persons upon the Premises.

19. **Tenant's Default and Repossession.** If the Premises shall be deserted or vacated, or if there shall be a default in the payment of rent or any part thereof for more than seven days after written notice of such default by the Landlord, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or incorporated herein by reference for more than seven days after written notice of such default by the Landlord, this lease (if the Landlord so elects) shall thereupon become null and void, and the Landlord shall have the right to reenter or repossess the Premises, either by summary

proceedings, surrender, or otherwise, and dispossess and remove therefrom the Tenant, or other occupants thereof, and their effects, without being liable to any prosecution therefor. In such case, the Landlord may, at its option, relet the Premises or any part thereof, as the agent of the Tenant, and the Tenant shall pay the Landlord the difference between the rent reserved and agreed to be paid by the Tenant for the portion of the term remaining at the time of reentry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. Tenant agrees to pay all expenses and damages incurred by Landlord as a result of Tenant's default, including Landlord's reasonable attorney fees.

In the event that Landlord is required to commence eviction proceedings or proceedings to otherwise enforce collection of rents or enforce and protect the rights of Landlord hereunder, Tenant shall be responsible to pay Landlord's costs, expenses and fees, including reasonable actual attorney fees, which shall be incurred by Landlord as a result of such proceedings. In case any such suit is settled before judgment is entered therein, such costs, expenses and fees, including reasonable actual attorney fees, shall nevertheless be recoverable by Landlord as part of said settlement.

If Tenant shall fail to perform any of its obligations hereunder, Landlord may, if it so elects, and after five days' prior notice to Tenant, cure such default at Tenant's expense, and Tenant agrees to reimburse Landlord (as additional rent) for all costs and expenses incurred as a result thereof upon demand.

20. Landlord's Default. In the event that Tenant is required to commence proceedings to enforce and protect the rights of Tenant hereunder and Tenant receives a judgment in its favor, Landlord shall be responsible to pay Tenant's costs, expenses and fees, including reasonable actual attorney fees, which shall be incurred by Tenant as a result of such proceedings. In case any such suit is settled before judgment is entered therein, such costs, expenses and fees, including reasonable actual attorney fees, shall not be recoverable by Tenant as part of said settlement.

If Landlord shall fail to perform any of its obligations hereunder, Tenant may, if it so elects, and after five days' prior notice to Landlord, cure such default at Landlord's expense, and Landlord agrees to reimburse Tenant for all costs and expenses incurred as a result thereof upon demand.

21. Dispute Resolution. In the event a dispute arises regarding this Lease, the parties agree to first conduct an informal mediation session through a mutually agreeable third-party mediator. If that mediation session is unsuccessful in resolving the dispute, the Muskegon County Circuit Court shall then have exclusive personal and subject matter jurisdiction and venue regarding this Lease.

22. Notices. All notices, approvals, consents and other communications required under this lease shall be in writing and, except when receipt is required to start the running of a period of time, shall be deemed given: (i) when delivered in person; (ii) when sent by fax (the sender shall also send a "hard copy" following the fax; however, the notice shall be effective upon the transmission of the fax); (iii) one day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) five days after posting in the United States Mail first-class, registered, or certified mail, postage prepaid and

return receipt requested. Notices shall be sent to the parties at the addresses listed above.

23. **Holding Over.** It is agreed that any holding over by the Tenant upon expiration of the term of this lease or any renewal or extension hereof, shall operate as an extension of this lease from month to month only.

24. **Miscellaneous.**

a. **Governing Law.** This lease is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

b. **Entire Agreement.** This lease shall constitute the entire agreement, and shall supersede any other agreements, written or oral, and any contemporaneous or prior negotiations and representations that may have been made or entered into, by and between the parties with respect to the subject matter of this lease and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.

c. **Binding Effect.** This lease shall be binding upon, and inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, permitted successors and assigns.

d. **Counterparts.** This lease 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.

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

f. **Non-Waiver.** No waiver by any party of any provision of this lease shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this lease.

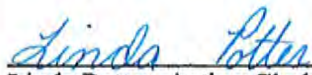
g. **Severability.** Should any one or more of the provisions of this lease be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this lease shall not in any way be impaired or affected.

[signatures appear on following page]

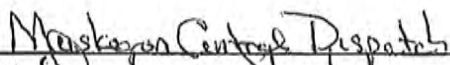
Landlord and Tenant have caused this lease to be executed the day and year first above written.

LANDLORD: CITY OF MUSKEGON

By 
Stephen J. Warmington, Mayor
Date: 10-20-06


Linda Potter, Acting Clerk
Date: 10-20-06

**TENANT: MUSKEGON CENTRAL
DISPATCH**

By: 
Name: James L. Stapp
Title: Chairman
Date: 10/23/06

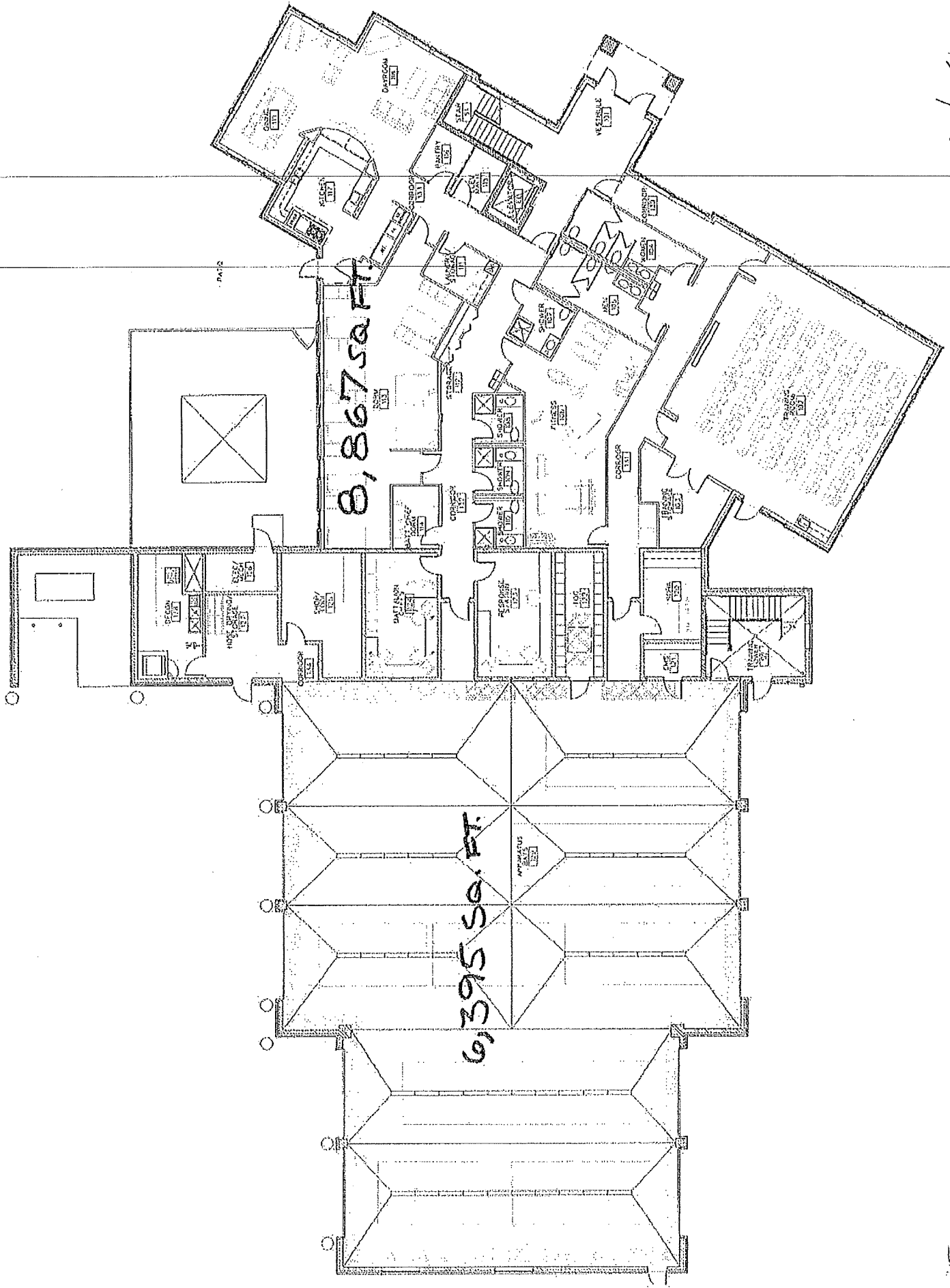
Year	Total Fire DS	Original Projection		Annual Cost/Sq. Ft.	Actual Bids		Annual Cost/Sq. Ft.
		City Share (82.4%)	CD Share (17.6%)		City Share (82.4%)	CD Share (17.6%)	
2007	\$147,475.11	\$121,519.49	\$25,955.62	\$6.51	\$115,726.47	\$24,718.28	\$6.20
2008	\$188,348.18	\$155,198.90	\$33,149.28	\$8.32	\$149,168.72	\$31,861.28	\$8.00
2009	\$190,615.88	\$157,067.49	\$33,548.39	\$8.42	\$150,618.96	\$32,171.04	\$8.07
2010	\$203,028.64	\$167,295.60	\$35,733.04	\$8.97	\$161,034.32	\$34,395.68	\$8.63
2011	\$201,226.70	\$165,810.80	\$35,415.90	\$8.89	\$159,452.24	\$34,057.76	\$8.55
2012	\$199,419.96	\$164,322.05	\$35,097.91	\$8.81	\$157,870.16	\$33,719.84	\$8.46
2013	\$197,594.06	\$162,817.51	\$34,776.55	\$8.73	\$156,288.08	\$33,381.92	\$8.38
2014	\$195,748.98	\$161,297.16	\$34,451.82	\$8.65	\$154,706.00	\$33,044.00	\$8.29
2015	\$193,879.94	\$159,757.07	\$34,122.87	\$8.56	\$153,123.92	\$32,706.08	\$8.21
2016	\$191,986.96	\$158,197.26	\$33,789.70	\$8.48	\$151,541.84	\$32,368.16	\$8.12
2017	\$190,070.00	\$156,617.68	\$33,452.32	\$8.40	\$149,959.76	\$32,030.24	\$8.04
2018	\$188,129.06	\$155,018.35	\$33,110.71	\$8.31	\$148,377.68	\$31,692.32	\$7.95
2019	\$336,781.18	\$277,507.69	\$59,273.49	\$14.88	\$273,691.60	\$58,458.40	\$14.67
2020	\$331,964.74	\$273,538.95	\$58,425.79	\$14.66	\$272,801.68	\$58,268.32	\$14.63
2021	\$337,195.44	\$277,843.04	\$59,346.40	\$14.90	\$271,681.04	\$58,028.96	\$14.57
2022	\$324,649.16	\$267,510.91	\$57,138.25	\$14.34	\$264,561.68	\$55,515.68	\$14.18
2023	\$322,433.80	\$265,685.45	\$56,748.35	\$14.24	\$259,914.32	\$55,437.92	\$13.93
2024	\$326,727.26	\$269,223.26	\$57,504.00	\$14.43	\$264,232.08	\$56,437.92	\$14.17
2025	\$320,117.80	\$263,777.07	\$56,340.73	\$14.14	\$259,024.40	\$55,325.60	\$13.89
2026	\$309,890.56	\$255,349.82	\$54,540.74	\$13.69	\$251,245.84	\$53,664.16	\$13.47
2027	\$299,616.08	\$246,883.65	\$52,732.43	\$13.24	\$243,467.28	\$52,002.72	\$13.05
2028	\$292,717.34	\$241,199.09	\$51,518.25	\$12.93	\$238,790.26	\$51,003.74	\$12.80
2029	\$282,198.12	\$232,531.25	\$49,666.87	\$12.47	\$230,682.10	\$49,271.90	\$12.37
2030	\$271,630.96	\$223,823.91	\$47,807.05	\$12.00	\$221,749.94	\$47,364.06	\$11.89
2031	\$260,991.92	\$215,057.34	\$45,934.58	\$11.53	\$213,478.62	\$45,597.38	\$11.44
2032	\$250,328.92	\$206,271.03	\$44,057.89	\$11.06	\$205,207.31	\$43,830.69	\$11.00
Totals	\$5,554,766.75	\$5,401,127.80	\$1,153,638.95	\$289.56	\$5,278,396.30	\$1,127,424.45	\$282.98

22,637

Sq. Ft.

\$282.98

Cost/Sq. Ft.



15,262 sq. ft.
TOTAL

27 (22) TSTN

1st FLOOR

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN CITY OF MUSKEGON AND MUSKEGON CENTRAL DISPATCH

This Amendment (“Amendment”) is made effective on January 1, 2021 (“Effective Date”) by and between the **City of Muskegon**, a Michigan municipal corporation, with offices located at 933 Terrace Street, Muskegon, Michigan 49440 (“Landlord”), and **Muskegon Central Dispatch**, a Michigan non-profit corporation, with offices located at 770 Terrace Street, Muskegon, Michigan 49442 (“Tenant”). Landlord and Tenant, may each be referred to as a “Party” or collectively as “Parties”.

Background

- A. Landlord and Tenant entered into a Lease effective on October 10, 2006 for a portion of the West Western Avenue Fire Station located at 770 Terrace Street, Muskegon, Michigan. More specifically, Tenant leased approximately Two Thousand Three Hundred Fifty-Four (2,354) square feet of office space, plus shared space.
- B. Tenant’s current rental payment is 17.6% of the debt service from the City of Muskegon 2006 Public Improvement Bonds attributable to the Western Avenue Fire Station (The City of Muskegon 2006 Public Improvement Bond is \$5,400,000, of which \$3,696,970 is attributable to the Western Avenue Fire Station.) plus 17.6% of the operation and maintenance expenses of the Western Avenue Fire Station.
- C. Tenant now desires to increase the amount of space in the existing West Western Avenue Fire Station, which will increase the rental payment based upon the City of Muskegon 2006 Public Improvement Bond.
- D. Landlord has agreed to construct an addition to the West Western Avenue Fire Station and lease the entire addition to Tenant.
- E. Landlord will pay for improvements needed by Tenant to the existing West Western Avenue Fire Station and a to be constructed building from the proceeds of a yet to be issued City of Muskegon 2020 Capital Improvement Bond in a not to exceed amount of \$11.1 million, of which approximately \$329,710 shall be used for the West Western Avenue Fire Station improvement and addition for the use of Tenant.

Therefore, for good and valuable consideration, and the mutual promises contained in this Amendment, the Parties agree to amend the Lease as follows:

- 1. Description of Leased Premises.** Paragraph 1 shall be revised to read as follows:

Lease of Premises. Landlord leases to Tenant, and Tenant rents from Landlord, approximately 6,982 square feet of office space, of which 4,582 square feet was leased pursuant to the original lease and an additional 2,400 square feet are added

as part of this First Amendment plus shared space, in the existing West Western Avenue Fire Station (“Revised Premises”), together with all improvements located thereon, subject to all the terms and conditions of this lease. The Premises is specifically depicted on the site plan attached as **Exhibit A**.

- a. **Shared Facilities.** Landlord and Tenant shall have shared use of those facilities identified on Exhibit A.
- b. **Parking.** Landlord shall designate four parking spaces at the Property for exclusive use by Tenant.

2. **Term.** Paragraph 2 shall be revised as follows:

Initial Term. The term of this First Amendment shall commence on January 1, 2021 shall continue until December 31, 2045, unless sooner terminated according to the terms of this lease.

Option to Renew. Tenant shall have the option to renew the term of the lease for five (5) successive periods of five (5) years each. Tenant must exercise its option to renew by written notice to Landlord at least 90 days before expiration of the then existing term. The rental rate during any such renewal shall be mutually agreed to and if no agreement is made, the lease shall terminate after a one-year written notice provided by either party.

3. **Rental Amount.** Paragraph 5 shall be revised as follows:

Rental. Tenant shall pay to Landlord an annual rental amount from the effective date of this Lease Amendment through December 31, 2033 as follows:

- a. Tenant shall pay 20.24% of the debt service from the City of Muskegon 2006 Public Improvement Bonds attributable to the Western Avenue Fire Station. (The City of Muskegon 2006 Public Improvement Bond is \$5,400,000, of which \$3,696,970 is attributable to the Western Avenue Fire Station), as provided shown on Exhibit B;
- b. Tenant shall pay 100% of the debt service from the City of Muskegon 2020 Capital Improvement Bond attributable to improvements and additions of the Fire Station for the use of Tenant, as provided on Exhibit B; and
- c. Tenant shall pay for a portion of the operation and maintenance expenses (“CAM”) of the Western Avenue Fire Station, as provided on Exhibit B.

From January 1, 2034 through December 31, 2045, Tenant shall pay an annual rental amount as follows:

- a. Tenant shall pay an annual amount as indicated on Exhibit B; and
- b. Tenant shall pay for a portion of the operation and maintenance expenses ("CAM") of the Western Avenue Fire Station, as provided on Exhibit B.

Such payments shall be made in equal monthly installments, in advance, without any setoff or deductions, on or before the first day of each month during the term of this lease. The rent shall be payable at the address for Landlord listed above.

4. **Repairs and Maintenance.** Paragraph 8 shall be revised as follows:

Repairs and Maintenance. Landlord shall maintain in good condition and repair and shall make any necessary capital replacements of the electrical wiring system, and the roof and structural walls, to the extent necessary to preserve Tenant's intended use and enjoyment, with such cost being already included in the CAM portion of Exhibit B. Landlord shall maintain in good condition and repair and shall make necessary capital replacements of the boiler(s) and all common elements, with the cost being split 80% to be paid by Landlord and 20% to be paid by Tenant, with Landlord billing separately for such expenses. Any expense related to the heating or air condition system, including the control vents, or any specialty systems, i.e., in order to cool computer rooms, to cool server rooms, to heat or cool space used exclusive by the Landlord or Tenant, shall be the obligation of the entity using the space. Landlord shall be responsible for all snow plowing and landscaping at the Property. Repairs or replacements necessitated by the negligent acts of the Tenant shall be made at the expense of the Tenant. Tenant shall keep and maintain the Premises in good and sanitary order and condition, and will deliver the same to Landlord at the expiration of the Term in as good a condition as when received, except for reasonable use and wear thereof.

5. **Utilities; Janitorial.** Paragraph 10 shall be revised as follows:

Utilities; Janitorial. Landlord shall provide gas (heat), electric, water and sewer utilities for the entire Property during the term of the lease, and Tenant shall pay as additional monthly rent its 20.24% of the utility expenses. Tenant shall be responsible for providing janitorial for the space it rents in the building and Landlord shall be responsible for providing janitorial service for the remainder of the building. Landlord shall provide garbage service for the building. Each party shall be responsible for its own telephone service.

6. **Condition of Premises.** Paragraph 11 shall be revised as follows:

Condition of Premises. Except as Landlord and Tenant may otherwise agree in

writing, Tenant's entry into possession shall constitute conclusive evidence that Tenant accepts the Premises "as is," in its existing condition. No representation, statement or warranty, express or implied, has been made by or on behalf of Landlord as to such condition, or as to the use that may be made of the Premises. In no event shall Landlord be liable to Tenant for any defect in the Premises, or for limitations on its use. No representation or warranty of habitability, express or implied, has been made by or on behalf of Landlord to Tenant.

At the termination of this lease, Tenant shall return the Premises and all equipment, appliances and fixtures in as good a condition as when Tenant took possession, ordinary wear and tear excepted, and upon Tenant's failure to do so, Landlord may restore the Premises, including equipment, appliances and fixtures to such condition and Tenant shall be responsible to pay the cost of said restoration.

Notwithstanding any other provision, any furniture or fixtures purchased by Tenant, especially those items purchased using "surcharge funds", shall remain the property of Tenant and shall not become property of the Landlord, upon termination of the Lease.

7. Fire or Casualty; Condemnation. Paragraph 14 shall be revised as follows:

Fire or Casualty; Condemnation. In the event the Premises are totally destroyed by fire, wind, or other causes beyond the control of the Landlord, or are condemned or otherwise taken by authority of local, state or federal government, then in any of these events the lease term shall cease and terminate as of the date of such destruction, condemnation or taking. In the event of any loss or damage by fire or other casualty for which the building or improvements on the Premises may be insured, all amounts payable upon any policy or policies of insurance shall be paid to Landlord except the extent the insurance covers Tenant's improvements. In the event there is a loss to property acquired by "surcharge funds", the insurance proceeds shall be used to replace the damaged property and provided to Tenant. If the Premises are damaged by fire, rain, wind or other such causes, so as to render the same partially untenable or partially unfit for use, but are repairable within a reasonable time, then this lease shall remain in full force and effect, but Tenant's rent shall be proportionately reduced until the Premises are repaired.

8. Risk of Loss. Paragraph 16 shall be revised as follows:

Risk of Loss. During the term of this lease, and any extension or renewal thereof, the risk of loss, with respect to all risks insurable under a fire and extended coverage insurance policy meeting the requirements of the laws of the State of Michigan, together with the risk of loss with respect to all uninsurable losses to the Premises which are subject to the control or prevention by Tenant, shall rest upon Tenant. In the event there is a loss to property acquired by Tenant using "surcharge funds", the property shall remain owned by Tenant.

9. Tenant's Default and Repossession. Paragraph 19 shall be revised as follows:

Tenant's Default and Repossession. If the Premises shall be deserted or vacated, or if there shall be a default in the payment of rent or any part thereof for more than seven days after written notice of such default by the Landlord, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or incorporated herein by reference for more than seven days after written notice of such default by the Landlord, this lease (if the Landlord so elects) shall thereupon become null and void, and the Landlord shall have the right to reenter or repossess the Premises, either by summary proceedings, surrender, or otherwise, and dispossess and remove therefrom the Tenant, or other occupants thereof, and their effects, without being liable to any prosecution therefor. In such case, the Landlord may, at its option, re-let the Premises or any part thereof, as the agent of the Tenant, and the Tenant shall pay the Landlord the difference between the rent reserved and agreed to be paid by the Tenant for the portion of the term remaining at the time of reentry or repossession and the amount, if any, received or to be received under such re-letting for such portion of the term. Tenant agrees to pay all expenses and damages incurred by Landlord as a result of Tenant's default, including Landlord's reasonable attorney fees.

In the event that Landlord is required to commence eviction proceedings or proceedings to otherwise enforce collection of rents or enforce and protect the rights of Landlord hereunder, Tenant shall be responsible to pay Landlord's costs, expenses and fees, including reasonable actual attorney fees, which shall be incurred by Landlord as a result of such proceedings. In case any such suit is settled before judgment is entered therein, such costs, expenses and fees, including reasonable actual attorney fees, shall nevertheless be recoverable by Landlord as part of said settlement.

If Tenant shall fail to perform any of its obligations hereunder, Landlord may, if it so elects, and after five days' prior notice to Tenant, cure such default at Tenant's expense, and Tenant agrees to reimburse Landlord (as additional rent) for all costs and expenses incurred as a result thereof upon demand.

In the event of a Default and Repossession, if Landlord sells any of Tenant's property which has been acquired by Tenant using "surcharge funds", the money shall be turned over to the County of Muskegon and deposited in to the Muskegon County "Surcharge Fund".

10. Holding Over. Paragraph 23 shall be revised as follows:

Holding Over. It is agreed that any holding over by the Tenant upon expiration of the term of this lease or any renewal or extension hereof, shall operate as an extension of this lease from month to month only and Tenant shall be obligated to pay rent at the annual rate provided for in Exhibit B for 2045 times 1.05.

11. **No other Modification.** Except as expressly modified by the terms of this First Amendment, the Lease between the City of Muskegon and Muskegon Central Dispatch shall remain in full force and effect. In the event of any inconsistency or conflict between the City of Muskegon and Muskegon Central Dispatch, the provisions of this First Amendment shall control.

LANDLORD: CITY OF MUSKEGON

By _____
Stephen Gawron, Mayor
Date: _____

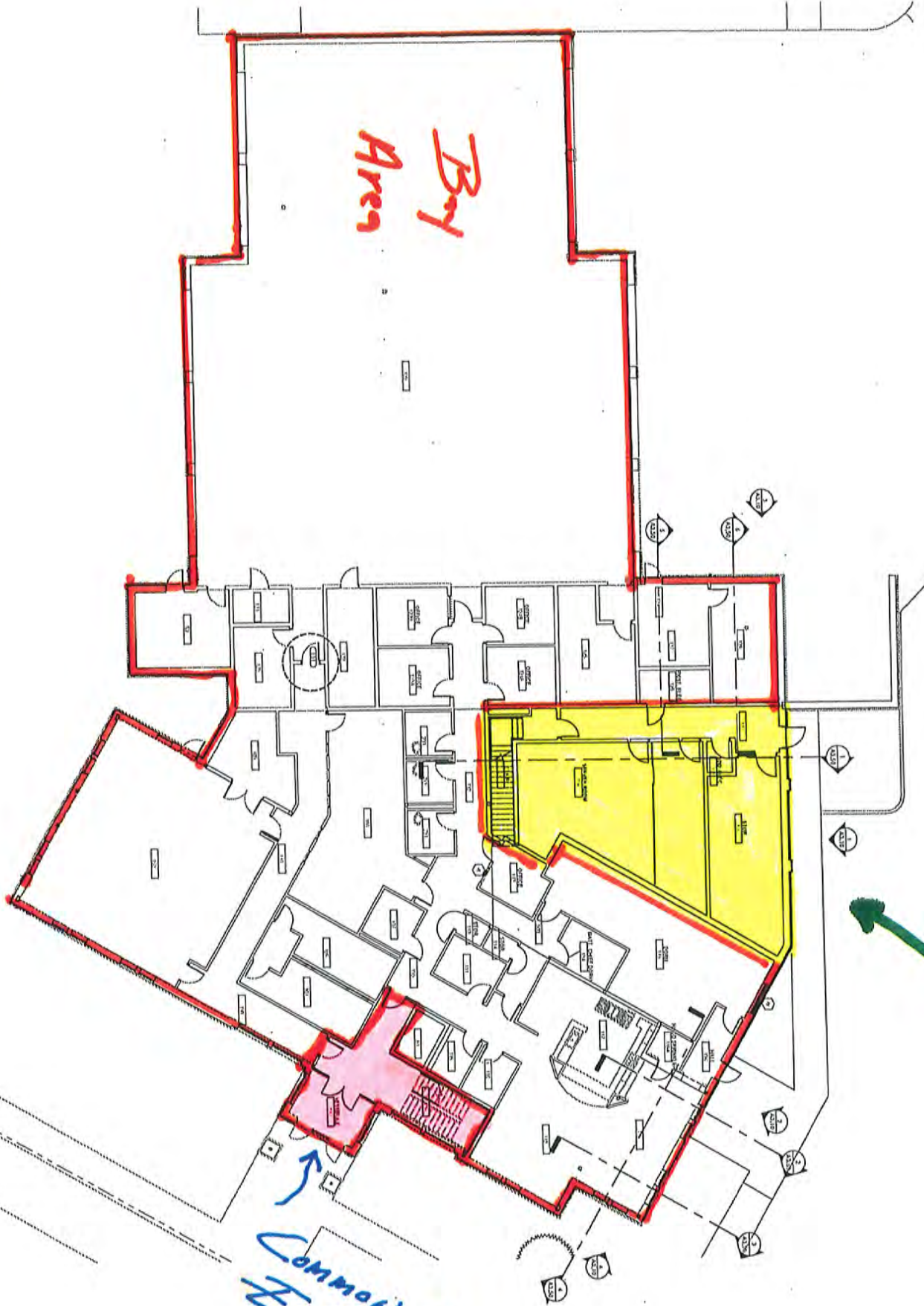
Ann Marie Meisch, City Clerk
Date: _____

**TENANT: MUSKEGON CENTRAL
DISPATCH**

By: _____
Name: _____
Title: _____
Date: _____

Dispatch

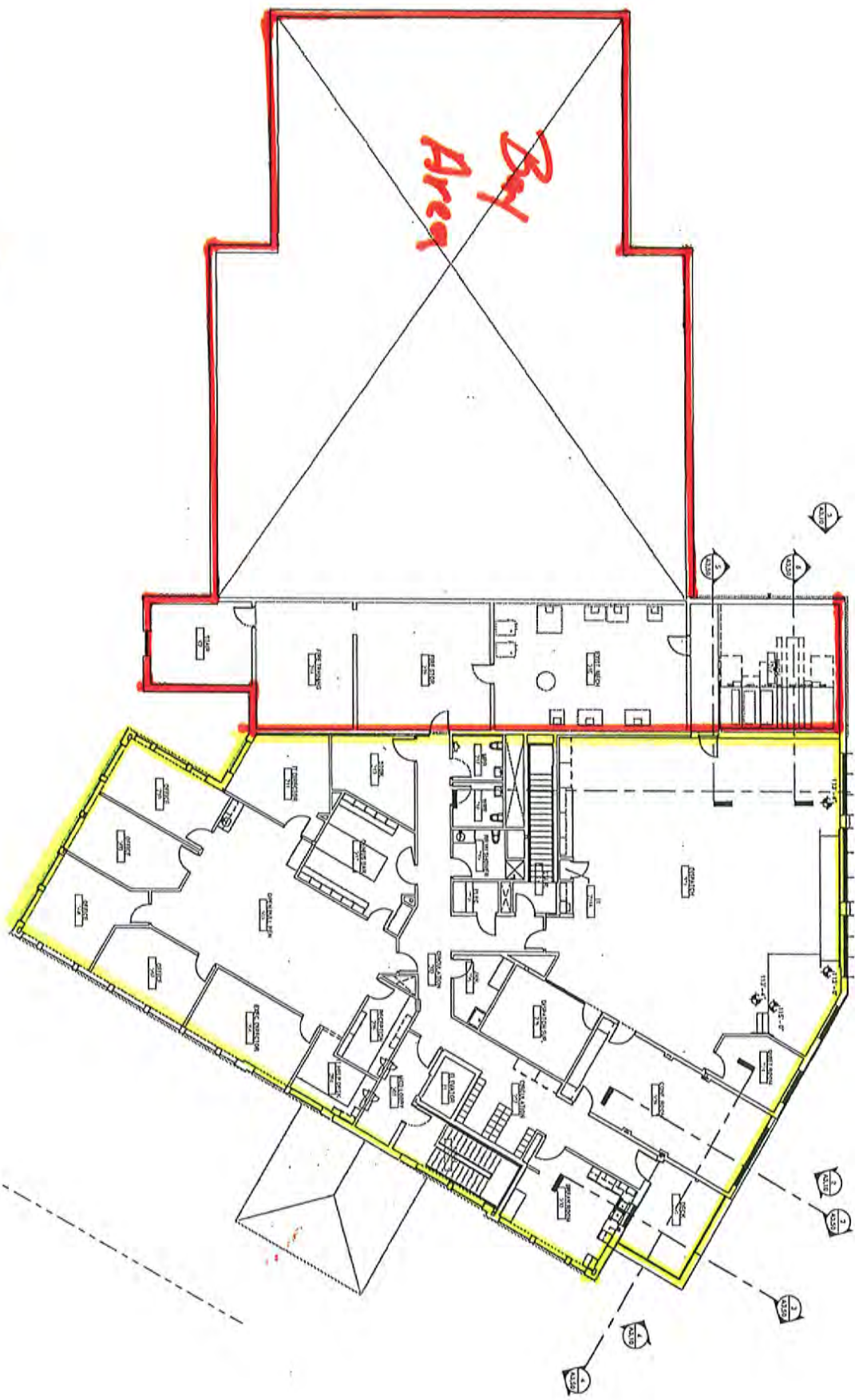
Exhibit A
1-3



Bay Area

Common Area
Entrance

Dispatch
↑



Level 2

Here are the numbers based on changes:

Note that the yellow is debt service, the blue is rent (no debt) and the peach is Common Area Maintenance.

	LEASE 1	LEASE 2	CAM CHARGE	TOTAL
2021	\$ 61,894.93	\$ 403,633.19	\$ 15,180.00	\$ 480,708.12
2022	\$ 62,033.78	\$ 387,341.25	\$ 15,407.70	\$ 464,782.73
2023	\$ 60,080.42	\$ 390,120.00	\$ 15,638.82	\$ 465,839.23
2024	\$ 58,623.14	\$ 387,640.00	\$ 15,873.40	\$ 462,136.53
2025	\$ 59,677.84	\$ 389,847.75	\$ 16,111.50	\$ 465,637.09
2026	\$ 58,581.44	\$ 391,612.00	\$ 16,353.17	\$ 466,546.61
2027	\$ 56,777.25	\$ 387,856.50	\$ 16,598.47	\$ 461,232.22
2028	\$ 54,973.05	\$ 388,496.00	\$ 16,847.45	\$ 460,316.50
2029	\$ 53,168.86	\$ 388,473.00	\$ 17,100.16	\$ 458,742.02
2030	\$ 51,364.67	\$ 387,906.75	\$ 17,356.66	\$ 456,628.08
2031	\$ 49,560.27	\$ -	\$ 17,617.01	\$ 67,177.28
2032	\$ 47,130.66	\$ -	\$ 17,881.26	\$ 65,011.93
2033	\$ 45,299.55	\$ -	\$ 18,149.48	\$ 63,449.03
2034	\$ 54,984.00	\$ -	\$ 18,421.73	\$ 73,405.73
2035	\$ 56,083.68	\$ -	\$ 18,698.05	\$ 74,781.73
2036	\$ 57,205.35	\$ -	\$ 18,978.52	\$ 76,183.88
2037	\$ 58,349.46	\$ -	\$ 19,263.20	\$ 77,612.66
2038	\$ 59,516.45	\$ -	\$ 19,552.15	\$ 79,068.60
2039	\$ 60,706.78	\$ -	\$ 19,845.43	\$ 80,552.21
2040	\$ 61,920.91	\$ -	\$ 20,143.11	\$ 82,064.03
2041	\$ 63,159.33	\$ -	\$ 20,445.26	\$ 83,604.59
2042	\$ 64,422.52	\$ -	\$ 20,751.94	\$ 85,174.46
2043	\$ 65,710.97	\$ -	\$ 21,063.22	\$ 86,774.19
2044	\$ 67,025.19	\$ -	\$ 21,379.17	\$ 88,404.35
2045	\$ 68,365.69	\$ -	\$ 21,699.85	\$ 90,065.55

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 3/9/21	Title: Rezoning 685 Access Hwy
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to rezone the property at 685 Access Hwy from I-1, Light Industrial to I-2, General Industrial by Asphalt Paving, LLC.	
Detailed Summary: The Planning Commission will meet for a special meeting on Thursday, March 4 to hold two public hearings for this proposed project. The first hearing will be a request to rezone the property. The second hearing will be a request for a special use permit to operate an asphalt plant in an I-2 district, contingent upon the successful rezoning of the property. The company currently runs the asphalt company at 1000 E Sherman Blvd and is proposing to move operations to 685 Access Hwy, which would free up the Sherman property for more appropriate commercial uses.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to rezone the property at 685 Access Hwy from I-1, Light Industrial to I-2, General Industrial	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Hearing, Case 2021-04: Request to rezone a portion of the property at 685 Access Hwy from I-1, Light Industrial to I-2, General Industrial by Asphalt Paving, Inc.

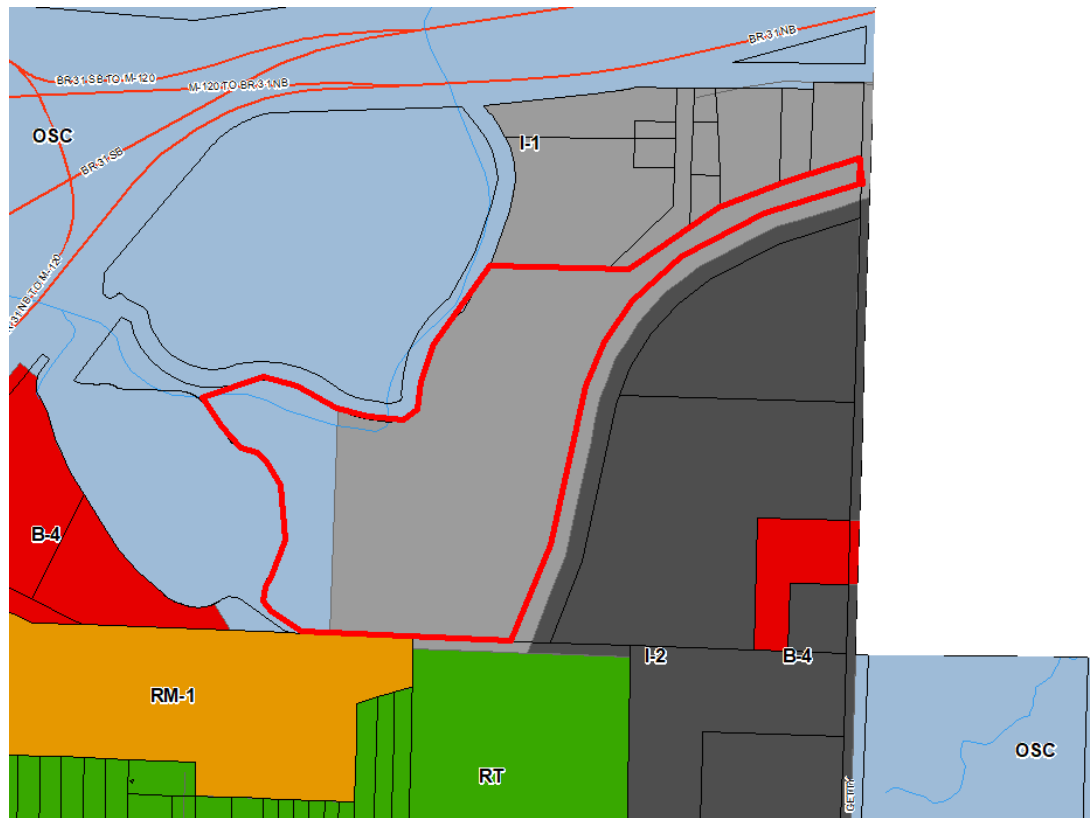
SUMMARY

1. The currently vacant property is 20.5 acres and is accessed off of Getty St.
2. Most of the property is zoned I-1, Light Industrial. A portion of the property on the western edge is zoned OSC, Open Space Conservation. The applicant is not proposing to rezone this portion of the property as they do not intend to utilize it.
3. The applicant currently runs an asphalt plant at 1000 E Sherman Blvd (near the corner of Getty St) and would like to move the operations to 685 Access Hwy.
4. Asphalt plants are allowed in I-2 districts with the issuance of a special use permit. Please see the zoning ordinance excerpt on I-2 districts.
5. The northern end of Getty St is characterized by light to general industrial uses; including L3 (Muskegon Township), aggregate storage, an auto parts/disabled vehicle yard and other small industrial shops.
6. Notice was sent to everyone within 300 feet of this property.

Aerial Map



Zoning Map



Aerial Map of Existing Location at 1000 E Sherman Blvd



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for 685 Access Hwy from I-1, Light Industrial to I-2, General Industrial

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for 685 Access Hwy from I-1, Light Industrial to I-2, General Industrial

CITY OF MUSKEGON REVISED PLAT OF 1903 THAT PART OF BLOCK 1 LOT 3 DESC AS: LOT 3 BLOCK 1 LYING S OF US 31 ACCESS HIGHWAY ELY OF E LINE OF STATE HIGHWAY US 31 AND WLY OF A 100 FT RR ROW RUNNING THROUGH BLOCK 1 EXC FOLLOWING 2 DESC PARCELS EXCEPTION 1 COM AT INT OF S LINE ACCESS HIGHWAY AND E LINE SD BLK 1 (BEING C/L OF GETTY ST) FOR POB TH W ALG S LINE SD HIGHWAY 700 FT TH S AT RT ANG TO SD ACCESS HIGHWAY TO NWLY LINE OF 100 FT RR ROW TH NELY ALG SD RR ROW TO E LINE OF SD BLK 1 TH NLY ALG E LINE SD BLK TO POB OF EXC 1 EXCEPTION 2 COM AT INT OF C/L OF GETTY ST AND S LINE ACCESS HIGHWAY TH W ALG SD S LINE SD HIGHWAY 583.00 FT TH S AT RT ANG TO SD HIGHWAY 100.00 FT TH W PAR TO SD HIGHWAY 117.00 FT FOR POB TH N AT RT ANG TO SD HIGHWAY 99.15 FT TO S LINE SD ACCESS HIGHWAY TH WLY ALG ARC OF 11

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE (Rezoning 685 Access Hwy from I-1 to I-2)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 9th day of March 2021, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2021 _____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on March 9, 2021, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 685 Access Hwy from I-1 to I-2:

CITY OF MUSKEGON REVISED PLAT OF 1903 THAT PART OF BLOCK 1 LOT 3 DESC AS: LOT 3 BLOCK 1 LYING S OF US 31 ACCESS HIGHWAY ELY OF E LINE OF STATE HIGHWAY US 31 AND WLY OF A 100 FT RR ROW RUNNING THROUGH BLOCK 1 EXC FOLLOWING 2 DESC PARCELS EXCEPTION 1 COM AT INT OF S LINE ACCESS HIGHWAY AND E LINE SD BLK 1 (BEING C/L OF GETTY ST) FOR POB TH W ALG S LINE SD HIGHWAY 700 FT TH S AT RT ANG TO SD ACCESS HIGHWAY TO NWLY LINE OF 100 FT RR ROW TH NELY ALG SD RR ROW TO E LINE OF SD BLK 1 TH NLY ALG E LINE SD BLK TO POB OF EXC 1 EXCEPTION 2 COM AT INT OF C/L OF GETTY ST AND S LINE ACCESS HIGHWAY TH W ALG SD S LINE SD HIGHWAY 583.00 FT TH S AT RT ANG TO SD HIGHWAY 100.00 FT TH W PAR TO SD HIGHWAY 117.00 FT FOR POB TH N AT RT ANG TO SD HIGHWAY 99.15 FT TO S LINE SD ACCESS HIGHWAY TH WLY ALG ARC OF 11

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

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

Published _____, 2021

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354