

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 26, 2019 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Special Event Liquor License – Farmers Market for Blues & BBQ Fundraiser**
City Clerk
 - C. Amendment to the Medical Marihuana Facilities Licensing Overlay District – 2nd Reading** Planning & Economic Development
 - D. Authorized Representative for Drinking Water Grant** Department of Public Works
 - E. Street Administrator Resolution** Department of Public Works
 - F. Authorized Representative for State Revolving Fund** Department of Public Works
 - G. City of Muskegon/MDOT Project Agreement – Lakeshore Drive**
Department of Public Works
 - H. Drinking Water Revolving Fund (DWRF) Project Plan – Amendment**
Department of Public Works
 - I. W-91838.2 Water Service Line Replacements** Department of Public Works
 - J. W-91838.3 Water Service Line Replacements** Department of Public Works

K. Legislative Consulting City Manager

L. Fertilizer DPW/Parks & Cemetery

M. LC Walker Arena – Ironmen Lease City Manager

N. LC Walker Arena Performance Agreement City Manager

☐ **PUBLIC HEARINGS:**

☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Approval of a Neighborhood Enterprise Zone Certificate – 351 W Western
Planning & Economic Development

B. Request for Final Planned Unit Development (PUD) Approval – Hartshorn Village
Planning & Economic Development

C. Land Swap – Damfino Development City Manager

D. Short Term Vacation Rentals Public Safety

E. Concurrence with the Housing Board of Appeals Notice and Order to Demolish Public Safety

1874 Jarman

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

- ▶ **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.

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: February 21, 2019

Here is a quick outline of the items on our agenda:

1. Under the Consent Agenda, we are asking the Commission to consider the following:
 - a. Approval of meeting minutes from the most-recent City Commission meeting.
 - b. Approval of a special event liquor license for a fundraiser at the Farmers Market.
 - c. Second reading of the amendment to the medical marihuana overlay district.
 - d. Authorization to change the authorized representative for the Drinking Water Grant from LeighAnn Mikesell to Leo Evans.
 - e. Authorization to change the Street Administrator from LeighAnn Mikesell to Leo Evans.
 - f. Authorization to change the authorized representative for the State Revolving Fund from LeighAnn Mikesell to Leo Evans.
 - g. Approval of the project agreement for with MDOT for Lakeshore Drive reconstruction.
 - h. Approval of an amendment to the Drinking Water Revolving Loan Fund Project Plan.
 - i. Authorization to award a water service line replacement contract to McCormick Sand in the amount of \$150,000. They have proposed to complete 31 replacements for this cost.
 - j. Authorization to award a water service line replacement contract to McCormick Sand in the amount of \$150,000. They have proposed to complete 30 replacements for this cost.
 - k. Authorization to engage Main Street Legislative Consulting to serve as the City's legislative consultant. Our previous consultant has retired and the new contract is the same cost as the previous consultant - \$2,000 per month, plus expenses.
 - l. Approval of the purchase of fertilizer for parks and cemeteries from Harrell's, the only available supplier.
 - m. Approval of the operating lease for the West Michigan Ironmen. The Ironmen will be playing at the LC walker Arena for the fourth consecutive year in 2019.

2. Under the New Business, we are asking the Commission to consider the following:
 - a. Approval of an NEZ Certificate for 351 West Western. This is Phase 2 of the Lakeview Lofts development.
 - b. Approval of the Planned Unit Development at Hartshorn Marina.
 - c. Approval of the land swap with Damfino Development (this is continued from the previous work session)
 - d. Approval of the proposed short term vacation rental ordinance (this is continued from the previous work session).

Let me know if you have any questions/comments/concerns

Date: February 26, 2019
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the February 11, 2019 Worksession and February 12, 2019 Regular Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, February 11, 2019
5:30 p.m.
City Commission Chambers

MINUTES

2019-09

Present: Mayor Gawron, Vice-Mayor Hood, Commissioners Turnquist, German, Johnson, Warren, Rinsema-Sybenga, and German

Approval of Contract for Critical Dune Enforcement

The City approved its local Critical Dune ordinance on December 12, 2017. Staff released a Request for Qualifications to enforce the ordinance in 2018 and Prism was the only applicant. Staff is requesting approval of the contract and fee schedule to allow Prism to enforce the ordinance.

This item will be on the February 12, 2019 Commission Meeting agenda for consideration by the City Commission.

PILOT – Gencap 1021 Jefferson Limited Dividend Housing Association, LLC

Gencap 1021 Jefferson Limited Dividend Housing Association, LLC is proposing an affordable housing development at 1021 Jefferson Street and is requesting a Payment in Lieu of Taxes (PILOT) for the project. The development will include 73 residential units and 2,300 square feet of commercial space. There will be 55 one-bedroom units and 18 two-bedroom units. Ten units will be at 30% AMI, nine units will be at 40% AMI, 11 units will be low-income disability units, 14 units will be at 60% AMI and 29 units will be at 80% AMI. A service charge of 4% will be imposed, as well as a municipal services fee of 2%.

This item will be on the February 12, 2019 Commission Meeting agenda for consideration by the City Commission.

Utility Relocations on Lakeshore Drive

Discussion took place regarding the possibility of burying utility lines for Comcast and Frontier when road reconstruction is completed on five blocks of Shoreline Drive. Business Owners and residents would like the unsightly lines buried and will be inquiring about the possibility of grant money being used to help with the burden of cost, estimated to be \$225,000. There was discussion of the possibility of a special assessment for all or a portion of the cost. There was also discussion of using some of the funds from a fund left by Sappi Paper Co. for a portion of the project. Commissioner Johnson would like us to move forward with sending notices to property owners regarding a special assessment so we can gauge their interest.

Sale of City Owned Property to Damfino Development, LLC

Sell a city owned parcel, 1490 Edgewater Street, to Damfino Development, LLC for a purchase price of \$15,000. Closing to be scheduled at the earliest convenience for both parties, and closing costs to be paid by Damfino Development, LLC. The parcel is landlocked between the Harbour Towne Marina and vacant land currently owned by Damfino Development, LLC. The parcel became isolated when land was conveyed for the Harbour Towne Marina.

This item was on the agenda for the February 12, 2019 meeting but has been removed so that the City Manager can explore the potential of a property “swap”, as suggested by Commissioner Johnson, for property that abuts one of the City’s Charter Parks. Scott Musselman, from Damfino Development, LLC, is agreeable to either a purchase or swap for a like-sized portion of property.

Sanford & Peck 2-Way Conversion

Leo Evans, City Engineer, presented information to the City Commission and is seeking support for converting peck & Sanford to two-way streets. He has discussed the project with Muskegon Public Schools, Hackley Hospital, City of Muskegon Heights, and the Nelson Neighborhood Association. All entities are supportive of the project.

Muskegon Public Schools – Discuss Ideas for Joint Meeting Items

There was discussion about the upcoming meeting, February 19, 2019, with the Muskegon Public Schools Board of Education. The City Manager asked that Commissioners email him if there were any specific topics they

would like to discuss with the school board. Some suggestions were provided to the commission by Leigh Ann Mikesell.

Short Term Vacation Rentals

The Director of Public Safety requests that the Commission consider approving a stand-alone ordinance “Short Term Vacation Rentals” regulation. The city has experienced an increase in short term vacation rentals over the past couple of years. These specialty rental offerings are not regulated in our current “Housing Rental” ordinance. The ordinance will address applying and receiving a short term rental certificate and a safety inspection of the unit(s). Certificate holders will be responsible for insuring tenants are aware and complies with relevant city ordinances, with a focus on number of occupants, recreational fires, parking, fireworks, noise, and trash to name a few noted problem areas that staff has experienced in an attempt to regulate short term rentals. The requested ordinance will improve neighborhood relations where short term rentals are now located, create a safer and peaceful environment for short term tenants and residents.

This proposed ordinance was discussed at length and there were members of the public that also gave input. There may be some additional changes to this ordinance before it is adopted.

This item will be on the February 12, 2019 Commission Meeting agenda for consideration by the City Commission.

Organizational Changes

The City Commission discussed organization changes proposed by the City Manager. He will be seeking approval of changes to the city’s organization, specifically in the workload for the division heads and operations at the LC Walker Arena. Modify the Municipal Services Division to include Planning, Economic Development and Community and Neighborhood Services. Establish positions for an Economic Development Director, a Strategic Initiatives Director and a Business Development Manager.

Re-establish the Public Works Director overseeing the Engineering Department, Water Filtration Plant, Utility Department and Department of Public Works and appoint Leo Evans as the division head.

Establish positions for operations at the LC Walker Arena including an Arena Maintenance Worker, an Arena Finance Manager, and an Arena Box Office Manager.

This item will be on the February 12, 2019 Commission Meeting agenda for consideration by the City Commission.

Any Other Business

Commissioner Warren asked about the kiosk that she had suggested for helping to direct city hall foot traffic.

Adjournment: The Work Session meeting adjourned at 10:35 p.m.

Respectfully Submitted,

Kimberly Young, Deputy City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 12, 2019 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, February 12, 2019, Commissioner Willie German, Jr., opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood, Commissioners Ken Johnson, Byron Turnquist, Debra Warren, Willie German, Jr., and Dan Rinsema-Sybenga, City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

2019-10 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the January 22, 2019 Regular Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Medicaid CHIP Community Development Lead Hazard Control Program – 2019 Community & Neighborhood Services

SUMMARY OF REQUEST: Community and Neighborhood Services Department has budget provisions to hire Abatement Contractors and a Lead Abatement Contractor team to monitor the lead abatement projects for our Lead Safe Muskegon Program; funded by the Michigan Department of Health and Human Services (MDHHS). A list of Lead Abatement Contractors have expressed an interest in working with the city to serve an expected 25 households.

Below are the proposed Abatement Contractors enlisted for abatement work:

Tony Beattie Beattie Bros.

Curtis Holden Gray Space Construction

Viv Jaunais Great Lakes Builders
Francena DePung Nassau Construction
Chuck McCloud TK Construction
Joe Fehler Midwest Builders
Joe Ferrier 4 Star Builders
Vicki Luthy External Consultant
Catherine Phelps AAA Lead Inspections

FINANCIAL IMPACT: \$880,005.00

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Support the hiring of the proposed Abatement Contractors for the Lead Safe Muskegon Program.

C. Water Main Repair Department of Public Works

SUMMARY OF REQUEST: Authorize Staff to enter into an agreement with Jackson-Merkey Contractors, the lowest responsible bidder, to perform water main repairs in the Roberts Street ROW behind Steel School in the Ryerson Creek gully.

Due to the location and depth of the water main along with a high-water table, our in-house work force is unable to perform the repair.

Two Contractors submitted bids for this project as follows:

Jackson-Merkey Contractors - \$30,150

McCormick Sand - \$49,500.

FINANCIAL IMPACT: \$30,150.00

BUDGET ACTION REQUIRED: None at this time. Funds will come from the water fund.

STAFF RECOMMENDATION: To authorize staff to enter into an agreement for water main repairs with Jackson-Merkey Contractors.

D. 2019 User Fee Addition – Commercial Launch Ramp Permit Department of Public Works

SUMMARY OF REQUEST: Staff is requesting permission to add to the User Fee Schedule a Commercial Launch Ramp Sticker and fee of \$250.00 per permit plus \$50.00 for each additional permit, per calendar year.

FINANCIAL IMPACT: Revenue generated from fee.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.

E. Municipal Vehicle Purchase DPW/Equipment

SUMMARY OF REQUEST: The Equipment Division is requesting permission to purchase one (1) Trackless Municipal Vehicle from Bell Equipment Company from the Mi-Deals State Contract. Cost for this item is \$125,782.85 coming from the Equipment Division Fund.

FINANCIAL IMPACT: \$125,782.85

BUDGET ACTION REQUIRED: This purchase will be added into the Equipment Budget and reflected in the third quarter re-forecast.

STAFF RECOMMENDATION: Authorize staff to purchase one (1) Trackless Municipal Vehicle from Bell Equipment Company.

F. Water Service Line Replacements Department of Public Works

SUMMARY OF REQUEST: To award contract (W-91838.1) for replacement of water service lines at various locations within the City of Muskegon.

Two contractors submitted bids for this project as follows:

Goyette Mechanical – 21 Each

McCormick Sand – 15 Each

Bids were selected based on a fixed budget and variable scope. Bidders were instructed to bid based on how much work they could complete within a fixed budget with the winning bid going to the company that could complete the most work.

FINANCIAL IMPACT: \$100,000.00

BUDGET ACTION REQUIRED: None. Funded through grant revenue from MDEQ.

STAFF RECOMMENDATION: Award the project to the low bidder, Goyette Mechanical.

H. Muskegon Fire Department Equipment Request (Turnout Gear)
Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission authorize the amount of \$34,051.42 for thirteen (13) sets of turnout gear for full-time firefighters which have been in-service since January 2019. The safety equipment is personalized to each firefighter and will be issued when received. The cost of the turnout gear per set is \$2,012.95 through Phoenix Safety Outfitters.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: Equipment to impact the Fire General Fund.

STAFF RECOMMENDATION: Staff recommends approval of this purchase

request.

I. Short Term Vacation Rentals Public Safety

REMOVED

J. Approval of Several Neighborhood Enterprise Zone Certificates

Planning & Economic Development

SUMMARY OF REQUEST: Applications for Neighborhood Enterprise Zone (NEZ) certificates have been received for homes at the Terrace Point Landing development. The applications are for the following addresses: 302, 304, 306, 308, 310, 312, 320, 330, 332, 338, 340, 351, 353, 654, 672, 674, 679, 681, 688, and 690 Terrace Point. All applicants have met local and state requirements for the issuance of the NEZ certificates.

FINANCIAL IMPACT: Taxation will be applied as one-half of the previous year's state average principal residence millage rate to the value of the facility.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the NEZ certificates.

K. Rezoning of 1021 Jefferson Street Planning & Economic Development

SUMMARY OF REQUEST: Staff-initiated request to rezone the property at 1021 Jefferson Street from Form Based Code, Urban Residential to Form Based Code, Neighborhood Core.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the rezoning.

COMMITTEE RECOMMENDATION: The Planning Commission unanimously (6-0) recommended approval of the rezoning, with three members absent.

L. Restrictive Covenant for 350 Shoreline Drive Planning Department

SUMMARY OF REQUEST: Authorize the mayor and clerk to sign the restrictive covenant for nonresidential remedial action for the city owned property located at 350 Shoreline Drive. Various contaminants remain within the soil and groundwater on site, and this restrictive covenant is necessary to document those hazardous substances and direct any future land owners with regard to preventing unacceptable exposure. DTE will continue to operate a groundwater extraction system to treat groundwater on site.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize the mayor and clerk to sign the restrictive covenant.

M. Sale of City Owned Property to Damfino Development, LLC City
Manager

REMOVED

N. Approval of Contract for Critical Dune Enforcement Planning &
Economic Development

SUMMARY OF REQUEST: The City approved its local Critical Dune ordinance on December 12, 2017. Staff released a Request for Qualifications to enforce the ordinance in 2018 and Prism was the only applicant. Staff is requesting approval of the contract and fee schedule to allow Prism to enforce the ordinance.

FINANCIAL IMPACT: Staff anticipates a cost savings for the City's annual permits and also for private home owners who apply for permits.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the contract and fee schedule.

Q. Community Relations Committee Appointment Recommendations
City Clerk

SUMMARY OF REQUEST: To accept the recommendation to appoint Rozelia Patino to the Citizen's Police Review Board.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To concur with the recommendation of the Community Relations Committee and approve the appointment.

Motion by Commissioner German, second by Rinsema-Sybenga, to approve the consent agenda as presented, except items G, O, and P.

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

Nays: None

MOTION PASSES

2019-11 ITEMS REMOVED FROM CONSENT:

G. Sanford/Peck Traffic Signal Design Engineering

SUMMARY OF REQUEST: Authorize staff to enter into an engineering services agreement with Wade Trim, Inc. to complete engineering for traffic signal upgrades along Peck and Sanford Streets. The upgrades would include modifications to the existing signals that would allow for the eventual conversion of Peck and Sanford Street to 2-way traffic.

Requests for Proposals were solicited for this contract with three firms submitting proposals. Proposals were reviewed by staff and the Wade Trim proposal is

recommended.

Wade Trim - \$21,000

Progressive AE - \$22,000

Prein & Newhof - \$104,000

FINANCIAL IMPACT: \$21,000.00

BUDGET ACTION REQUIRED: None, this will be addressed during a future reforecasting.

STAFF RECOMMENDATION: Authorize staff to enter into an engineering services agreement with Wade Trim.

Motion by Commissioner Warren, second by Johnson, to authorize staff to enter into an engineering services agreement with Wade Trim.

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

Nays: None

MOTION PASSES

O. Organizational Changes City Manager

SUMMARY OF REQUEST: Approve changes to the city's organization, specifically in the workload for the division heads and operations at the LC Walker Arena. Modify the Municipal Services Division to include Planning, Economic Development and Community and Neighborhood Services. Establish positions for an Economic Development Director, and a Strategic Initiatives Director.

Re-establish the Public Works Director overseeing the Engineering Department, Water Filtration Plant, Utility Department and Department of Public Works and appoint Leo Evans as the division head.

Establish positions for operations at the LC Walker Arena including an Arena Maintenance Worker, and Arena Finance manager, and an Arena Box Office Manager.

FINANCIAL IMPACT: To be determined based on salary and benefit packages.

BUDGET ACTION REQUIRED: Include salary and benefits in the next budget reforecast.

STAFF RECOMMENDATION: Approve changes to the city's organization.

Motion by Commissioner Turnquist, second by Vice Mayor Hood, to approve changes to the city's organization.

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

Nays: None

MOTION PASSES

P. Sale of City Owned Property Planning & Economic Development

SUMMARY OF REQUEST: Staff-initiated request to sell the bike path parcel that runs through the proposed Hartshorn Village development. The bike path will be relocated just to the north.

FINANCIAL IMPACT: The sale is necessary to make the development work, which will lead to increased residential property taxes.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the estate agreement.

Motion by Commissioner Johnson, second by Commissioner Warren, to approve the estate agreement.

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

Nays: None

MOTION PASSES

2019-12 NEW BUSINESS:

A. Sale of City Owned Lot at 1021 Jefferson Street Planning & Economic Development

SUMMARY OF REQUEST: Staff initiated request to sell the lot at 1021 Jefferson Street. After presenting the development proposal to the City Commission in November of 2018, staff executed a Letter of Intent to sell the property to General Capital Acquisitions, LLC for \$455,000.

FINANCIAL IMPACT: Funds received from the sale will go into the General Fund.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the "Offer to Purchase."

Motion by Commissioner Warren, second by Commissioner German, to approve the offer to purchase.

ROLL VOTE: Ayes: Warren, German, Rinsema-Sybenga, Turnquist, Johnson, and Hood

Nays: None

MOTION PASSES

B. PILOT-Gencap 1021 Jefferson Limited Dividend Housing Association, LLC Planning & Economic Development

SUMMARY OF REQUEST: Gencap 1021 Jefferson Limited Dividend Housing Association, LLC is proposing an affordable housing development at 1021 Jefferson Street and is requesting a Payment in Lieu of Taxes (PILOT) for the project. The development will include 73 residential units and 2,300 square feet of commercial space. There will be 55 one-bedroom units and 18 two-bedroom units. Ten units will be at 30% AMI, nine units will be at 40% AMI, 11 units will be low-income disability units, 14 units will be at 60% AMI and 29 units will be at 80% AMI. A service charge of 4% will be imposed, as well as a municipal services fee of 2%.

FINANCIAL IMPACT: Although the PILOT for the project will be less than the taxes captured for a similar market-rate project, the situation with this particular property is that the contribution towards the City will be greater to the City with the development under a PILOT than it is as a vacant lot. In addition, taxes would apply to the commercial square footage within the building.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the Contract for Housing Exemption and Professional Services Agreement.

Motion by Commissioner Johnson, second by Commissioner Warren, to approve the Contract for Housing Exemption and Professional Services Agreement.

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

Nays: None

MOTION PASSES

2019-13 ANY OTHER BUSINESS:

Motion by Commissioner Johnson, second by Vice Mayor Hood, to include the property at 185 W. Laketon Avenue into the Medical Marijuana Overlay District.

ROLL VOTE: Ayes: Rinsema-Sybenga, Johnson, Hood, and Warren

Nays: Turnquist, Gawron, and German

MOTION PASSES

SECOND READING REQUIRED

PUBLIC PARTICIPATION: Comments were received from the public.

ADJOURNMENT: The City Commission meeting adjourned at 6:50 p.m.

Respectfully Submitted,

Ann Marie Meisch, City Clerk

Date: February 26, 2019
To: Honorable Mayor and City Commissioners
From: CITY CLERK'S OFFICE
RE: Special Event Liquor License – Farmers Market
for Blues & BBQ Fundraiser

SUMMARY OF REQUEST: The Muskegon City Clerk's Office is organizing a Taste of Muskegon Fundraiser to be held on Saturday, March 23, 2019 and is seeking City Commission approval to apply for a license for Beer, Wine, and Spirit sales for this event. The Farmer's Market does have a liquor license but the licensed area does not extend beyond the barn.

FINANCIAL IMPACT: \$50 permit from the State for every date requested.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve a special liquor license application for the March 23, 2019 Blues & BBQ, Taste of Muskegon Fundraiser event.

Commission Meeting Date: February 26, 2019

Date: February 21, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Amendment to the Medical Marihuana Facilities Licensing Overlay
District – 2nd Reading

SUMMARY OF REQUEST:

The property owner at 185 W Laketon Ave is requesting to amend the Medical Marihuana Licensing Facilities Act (MMFLA) Overlay District to include their property within the district.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff does not recommend approval of the amendment.

COMMITTEE RECOMMENDATION:

At the January 10 Planning Commission meeting, a motion was made to approve the amendment as presented. The Planning Commission voted 6-2 against the motion.

PLANNING COMMISSION EXCERPT

STAFF REPORT

January 10, 2019

Hearing, Case 2019-01: Request to amend Section 2330 of the zoning ordinance to include 185 W Laketon Ave into the Medical Marihuana Overlay District, by Renee Smith.

SUMMARY

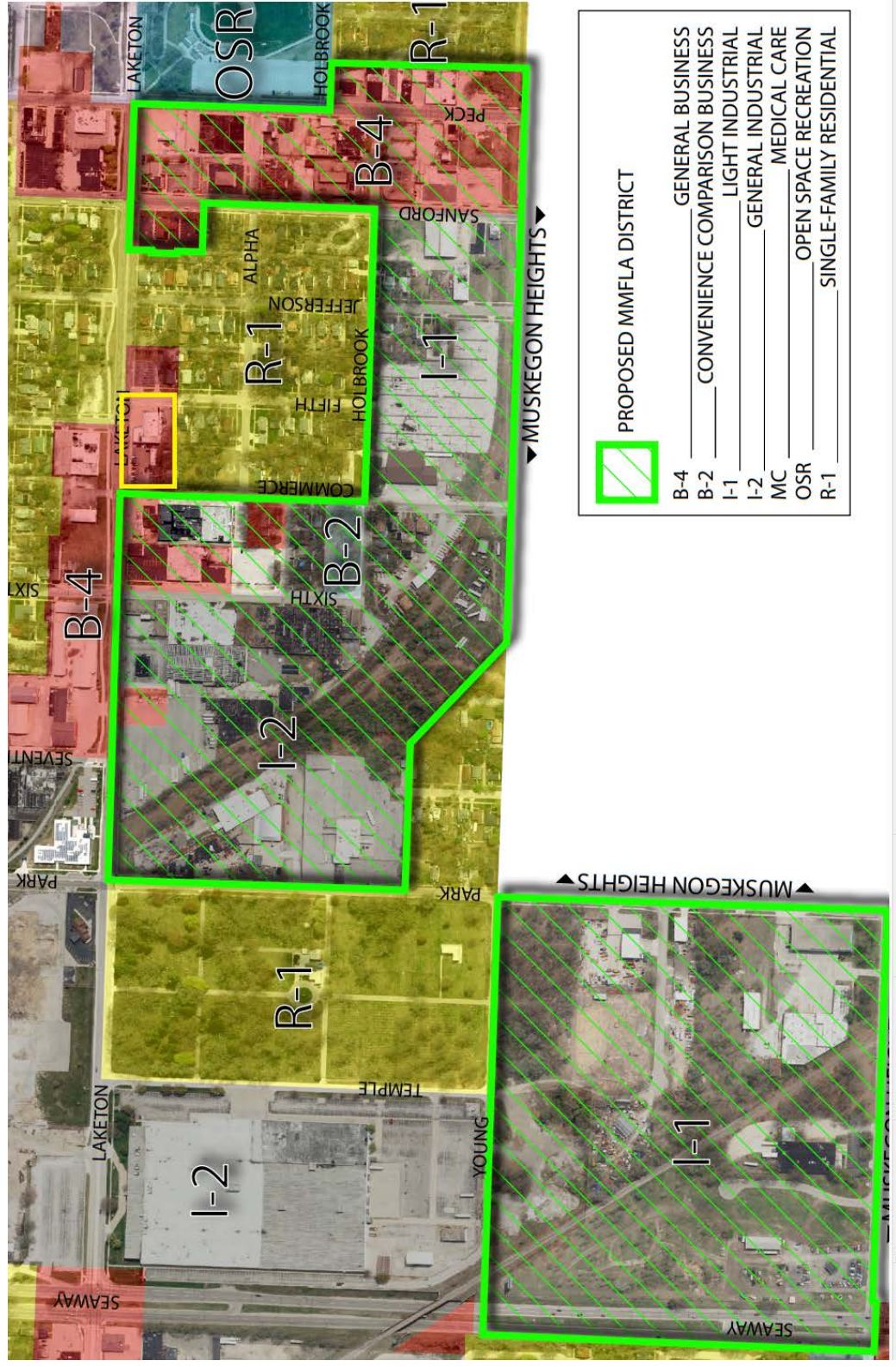
1. The Medical Marihuana Facilities (MMFLA) Overlay District was approved on May 8, 2018.
2. Please see the MMFLA Overlay District Map on the following page. The property in discussion is highlighted in yellow.
3. To date, the City has approved 15 MMFLA licenses, most of them for Provisioning Centers (retail sales). However, none of them have been granted a State license yet.
4. The applicant would like to be included into the district because they are the only commercial building in the immediate vicinity that was excluded from the district.
5. Initial concerns over the inclusion of this property into the district included the proximity to residential homes. However, other properties within the district abut homes as well.
6. Please see the enclosed MMFLA Overlay District Ordinance.

185 W Laketon Ave



MMFLA Overlay District Map

(Proposed property at 185 W Laketon outlined in yellow)



PROPOSED MMFLA DISTRICT	
☒	B-4 GENERAL BUSINESS
☐	B-2 CONVENIENCE COMPARISON BUSINESS
☐	I-1 LIGHT INDUSTRIAL
☐	I-2 GENERAL INDUSTRIAL
☐	MC MEDICAL CARE
☐	OSR OPEN SPACE RECREATION
☐	R-1 SINGLE-FAMILY RESIDENTIAL



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Section 2330 of the zoning ordinance to amend the Medical Marihuana Facilities Licensing Act Overlay District to include an additional parcel at 185 W Laketon Ave.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

185 W Laketon Ave is now included in the Medical Marihuana Facilities Licensing Act Overlay District.

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

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 22nd day of January, 2019, 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: _____, 2019.

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 January 22, 2019, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2330 of the zoning ordinance to include 185 W Laketon Ave in the Medical Marihuana Facilities Licensing Act Overlay District.

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 _____, 2019.

CITY OF MUSKEGON

By

Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354

Date: 2/26/2019

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: Authorized Representative for Drinking Water Grant

SUMMARY OF REQUEST:

Approve the resolution to designate the Public Works Director as the authorized representative for the Pilot Drinking Water Community Water Supply Grant Program in all transactions with the MDEQ related to this grant.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve the resolution.

City of Muskegon

RESOLUTION

DESIGNATE AUTHORIZED REPRESENTATIVE FOR PILOT DRINKING WATER COMMUNITY WATER SUPPLY GRANT PROGRAM

WHEREAS, a pilot drinking water community water supply grant program was established with the passing of the supplemental budget of the Department of Environmental Quality (“DEQ”); and

WHEREAS, the pilot drinking water community water supply grant program, administered by the DEQ, provides assistance to municipalities for updating distribution system material inventories and asset management plans to identify lead service lines and galvanized steel service lines, and replacing lead service lines and galvanized steel service lines; and

WHEREAS, the city has been awarded such grant to update material inventory and replace lead service lines; and

WHEREAS, the city has appointed a new Public Works Director;

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners designate Leo Evans, the Public Works Director, as the Authorized Representative for purposes of the Grant Agreement; and

That the Authorized Representative is hereby authorized to take any actions necessary to comply with the requirements of the DEQ in connection with the issuance of the Grant, including executing revisions to the contract with DEQ, executing and delivering such other contracts, certificates, documents, instruments, applications and other papers as may be required by the DEQ or as may be otherwise necessary to affect the approval and delivery of the Grant.

Dated this _____ of _____ 20__.

Stephen J. Gawron
Mayor

Anne Marie Meisch
City Clerk

Date: 2/26/2019

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: Street Administrator Resolution

SUMMARY OF REQUEST:

Approve the resolution to designate the Public Works Director as the street administrator in all transactions with the Michigan Department of Transportation.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve the resolution.

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

Clear Form

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Bureau of Finance
and Administration, P.O. Box 30050, **Lansing, MI 48909.**
or Fax to: 517-241-2589

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate Leo Evans,

Public Works Director as the single Street Administrator for the City or Village of
Muskegon in all transactions with the State Transportation Department
as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting
of the governing body of this municipality on the _____ day of

CITY OR VILLAGE CLERK (SIGNATURE)	EMAIL ADDRESS	DATE
STREET ADMINISTRATOR (SIGNATURE)	EMAIL ADDRESS	DATE
ADDRESS OF CITY OR VILLAGE OFFICE		P.O.BOX
CITY OR VILLAGE	ZIP CODE	PHONE NUMBER

Date: 2/26/2019

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: Authorized Representative for State Revolving Fund

SUMMARY OF REQUEST:

Approve the resolution to designate the Public Works Director as the authorized representative for the State Revolving Fund Loan Program in all transactions with the MDEQ related to this grant.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve the resolution.

City of Muskegon

RESOLUTION

DESIGNATE AUTHORIZED REPRESENTATIVE FOR STATE REVOLVING FUND LOAN PROGRAM

WHEREAS, the Department of Environmental Quality (“DEQ”) offers a loan program to fund sanitary sewer projects; and

WHEREAS, the city has been awarded such grant to update material inventory and replace lead service lines; and

WHEREAS, the city has appointed a new Public Works Director;

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners designate Leo Evans, the Public Works Director, as the Authorized Representative for purposes of the program agreement; and

That the Authorized Representative is hereby authorized to take any actions necessary to comply with the requirements of the DEQ in connection with the issuance of the funds, including executing revisions to the contract with DEQ, executing and delivering such other contracts, certificates, documents, instruments, applications and other papers as may be required by the DEQ or as may be otherwise necessary to affect the approval and delivery of the program.

Dated this _____ of _____ 20____.

Stephen J. Gawron
Mayor

Ann Marie Meisch
City Clerk

Date: February 26th, 2019

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: City of Muskegon / MDOT Project Agreement – Lakeshore Drive

SUMMARY OF REQUEST:

Approve the attached contract with MDOT for the Lakeshore Drive construction between McCracken and Laketon and approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

MDOT's participation is limited to the approved federal funds of \$800,000. The estimated total construction cost is \$5,7000,000 plus engineering cost.

BUDGET ACTION REQUIRED:

None at this time, this project is included in the 18-19 budget.

STAFF RECOMMENDATION:

Approve the attached contract and resolution authorizing the mayor & clerk to sign both.

COMMITTEE RECOMMENDATION:

RESOLUTION

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE CONCRETE PAVEMENT RECONSTRUCTION AND STREET SCAPING WORK ON LAKESHORE DRIVE BETWEEN MCCrackEN STREET AND LAKETON AVENUE TOGETHER WITH OTHER NECESSARY RELATED WORK ITEMS AND AUTHORIZATION FOR MAYOR STEPHEN J. GAWRON AND CITY CLERK, ANN MEISCH, TO EXECUTE SAID CONTRACT

Moved by [REDACTED] and supported by [REDACTED] that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **19-5041** between the Michigan Department of Transportation and the City of Muskegon for the **Concrete pavement reconstruction and street scaping work on Lakeshore Drive between McCracken Street and Laketon Avenue** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **19-5041** 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 **26TH day of February, 2019.**

BY

Stephen J. Gawron, Mayor

ATTEST

Ann Meisch, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on **FEBRUARY 26, 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



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

January 28, 2019

Ms. Ann Meisch, City Clerk
City of Muskegon
933 Terrace Street
Muskegon, Michigan 49440



Dear Ms. Meisch:

RE: Contract Number: 19-5041
Control Section: STUL 61000
Job Number: 130796CON
Location: Lakeshore from McCracken to Laketon

Enclosed are the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract.

1. Do not date the contracts. MDOT will date the contracts when they are executed.
2. If this contract meets with your approval, secure the authorized signatures on the enclosed contracts.
3. Attach two (2) original certified resolutions. The resolution should specifically name the officials who are authorized to sign the contract and include the contract number. If you need an example of a resolution, please contact Kathy Fulton at fultonk@michigan.gov or (517) 335-4404.
4. Return signed contracts and resolutions for MDOT execution to:

Kathy J. Fulton, Contract Technician
MDOT – Development Services Division, 2nd Floor
425 West Ottawa Street, P.O. Box 30050
Lansing, MI 48909

To ensure that the work and payment for this project is not delayed, return the contracts within 35 days from the date of this letter. A copy of the executed contract will be returned to your organization.

If you have questions on the content of this contract, or revisions are required, please contact Monica Uribe, Local Government Contract Engineer at uribem1@michigan.gov or (517) 335-2266.

Enclosure

(ADVANCE CONSTRUCTION CONTRACT)
STP

DA
Control Section STUL 61000
Job Number 130796CON
Project 1900(309)
CFDA No. 20.205 (Highway
Research Planning &
Construction)
Contract No. 19-5041

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, 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 January 23, 2019, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Concrete pavement reconstruction work along Lakeshore Drive from McCracken Street easterly to Laketon Avenue; including storm sewer, concrete curb and gutter, concrete sidewalk ramp, permanent signing, and pavement marking work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Parking lane, concrete sidewalk, landscaping, lighting, water main, sanitary sewer, streetscaping and masonry wall work within the limits as described in PART A; 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 PROJECT will be performed as an advance construction project; 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.

The PROJECT work shall be performed as an advance construction PROJECT and shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

Request for PROJECT conversion to a regular Federal-Aid project shall be submitted to the DEPARTMENT by the REQUESTING PARTY as early as possible in the fiscal year that the advance construction PROJECT is anticipated to be reimbursed.

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 for 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.

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

The PART A portion of the PROJECT COST shall be met 100 percent by the REQUESTING PARTY.

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction up to the lesser of: (1) \$800,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract.

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 or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will be required for this PROJECT and is estimated to be:

PART A	\$400,000
PART B	\$ -0-
TOTAL	\$400,000

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within thirty (30) days after receipt of bill.

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 available Federal Funds as the PROJECT progresses.

Failure to make such payments within 30 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

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 adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is a person under the Natural Resources and Environmental Protection Act (NREPA); 1995 PA 71 and is not aware of and has no reason to believe that the property on which the work under this agreement is to be performed is a facility as defined in MCL 324.20101(o). The REQUESTING PARTY certifies that it is not a person liable under Part 201 or Part 213 of the Natural Resource and Environmental Protection Act (NREPA); MCL 324.20101 et seq. and Part 213 of NREPA; MCL 324.21301a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will be acquiring property for a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release at or on the property. Pursuant to MCL 324.20126, the REQUESTING PARTY is not a person who is liable for response activity or response activity costs as defined by MCL 324.20101(ee) and (ff).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, 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.

12. 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.

13. 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 and 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 and

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 and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and 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 and 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.

14. 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.

15. 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.

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 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.

18. 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.

19. 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.

20. 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 resolution 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 the day and year first above written.

CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



January 23, 2019

EXHIBIT I

CONTROL SECTION	STUL 61000
JOB NUMBER	130796CON
PROJECT	1900(309)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$2,468,100	\$3,241,800	\$5,709,900

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$2,468,100	\$3,241,800	\$5,709,900
Less Federal Funds (Advance Construction)			
Future Fiscal Year*	<u>\$ 800,000</u>	<u>\$ -0-</u>	<u>\$ 800,000</u>
REQUESTING PARTY'S SHARE (Future Fiscal Year)	\$1,668,100	\$3,241,800	\$4,909,900

*Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction up to the lesser of: (1) \$800,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract.

DEPOSIT (50% of Advance Construction Portion PART A - \$800,000)	\$400,000
(NONE REQUIRED - PART B)	<u>\$ -0-</u>
	\$400,000

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented 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 following 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.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party 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. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. 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.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. 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.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. 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.

- J. 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.
- K. 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.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. 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.
- O. 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.
- P. 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 cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. 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 FHPM 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. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. 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.
3. 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.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. 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.
- B. 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.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. 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.
- E. 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.

Date: February 26th, 2019

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: Drinking Water Revolving Fund (DWRF) Project Plan - Amendment

SUMMARY OF REQUEST:

Authorize staff to sign an amendment to the engineering services agreement with Prein & Newhof Engineering to develop a Drinking Water Revolving Fund Project Plan. The value of the amendment is estimated at \$10,000. The original contract was for a not to exceed amount of \$15,500.

The original engineering services agreement with Prein & Newhof to develop a DWRF Project Plan was approved in December to target fiscal year 2020 dollars, in January we were made aware of left over fiscal year 2019 DWRF funds that could be partnered with already planned and underway SRF projects.

The amendment to the original contract would cover the increased costs necessary to pursue the additional fiscal year 2019 funding and still allow for the development of the full plan for fiscal year 2020.

FINANCIAL IMPACT:

\$10,000.00

BUDGET ACTION REQUIRED:

None, this will be addressed during a future reforecasting.

STAFF RECOMMENDATION:

Authorize staff to enter into the amended engineering services agreement with Prein & Newhof.

Professional Services Agreement Amendment

Amendment Number : 1

Project Name: DWRF Project Plan

P&N Representative: Barbara E. Marczak, P.E.

Client: City of Muskegon

Client Representative: Leo Evans, P.E.

AGREEMENT: The Agreement Amendment modifies the original agreement for professional services dated: 12/15/2018

Client hereby requests and authorizes a change in services in accordance with the following:

SCOPE OF SERVICES MODIFICATION:

Prepare FY 2019 Second Call Project Plan including second public hearing

SCHEDULE OF SERVICES MODIFICATION:

Submit to DEQ by March 15, 2019

BUDGET MODIFICATION:

\$10,000 increase. New contract total \$25,500.

METHOD OF COMPENSATION:

- ☒ **Lump Sum for Defined Scope of Services**
- ☐ **Hourly Billing Rates plus Reimbursable Expenses**
- ☐ **Other:**

ADDITIONAL PROVISIONS (IF ANY):

None

Prepared by:

Prein&Newhof, Inc.

Accepted for:

Client _____

By: _____

Print Name: Barbara E. Marczak, P.E.

Title: Team Leader

Date: 2/13/2019

By: _____

Print Name: _____

Title: _____

Date: _____

Date: February 26th, 2019
To: Honorable Mayor and City Commissioners
From: Department of Public Works
RE: W-91838.2 Water Service Line Replacements

SUMMARY OF REQUEST:

To award contract (W-91838.2) for replacement of water service lines at various locations within the city of Muskegon

Two (2) contractors submitted bids for this project as follows:

McCormick Sand	31 Each
Goyette Mechanical.....	23 Each

Bids were selected based on a fixed budget and variable scope. Bidders were instructed to bid based on how much work they could complete within a fixed budget with the winning bid going to the company that could complete the most work.

FINANCIAL IMPACT:

\$150,000.00

BUDGET ACTION REQUIRED:

None. Funded through grant revenue from MDEQ.

STAFF RECOMMENDATION:

Award the project to the low bidder, McCormick Sand.

Date: February 26th, 2019
To: Honorable Mayor and City Commissioners
From: Department of Public Works
RE: W-91838.3 Water Service Line Replacements

SUMMARY OF REQUEST:

To award contract (W-91838.3) for replacement of water service lines at various locations within the city of Muskegon

Two (2) contractors submitted bids for this project as follows:

McCormick Sand	30 Each
Goyette Mechanical.....	27 Each

Bids were selected based on a fixed budget and variable scope. Bidders were instructed to bid based on how much work they could complete within a fixed budget with the winning bid going to the company that could complete the most work.

FINANCIAL IMPACT:

\$150,000.00

BUDGET ACTION REQUIRED:

None. Funded through grant revenue from MDEQ.

STAFF RECOMMENDATION:

Award the project to the low bidder, McCormick Sand.

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: February 20, 2019

RE: Legislative Consulting

SUMMARY OF REQUEST:

The City has had the same legislative consultant on retainer for many years. Earlier this year, our consultant retired. Staff is requesting that Main Street Legislative Consulting be engaged to provide this service to the city at a cost of \$2,000 per month.

FINANCIAL IMPACT:

\$24,000 annually

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To authorize the City Manager to accept the proposal from Main Street Legislative Consulting.

COMMITTEE RECOMMENDATION:

None.



CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into effective February 01, 2019 (“Effective Date”), between **MainStreet Legislative Consulting Services, LLC**, a Michigan limited liability company (“MainStreet”) and **The City of Muskegon**, a Michigan municipality (“Client”).

WHEREAS, MainStreet is in the business of providing government relations and public affairs consulting services in accordance with MCL 4.415;

WHEREAS, MainStreet is registered as a Lobbying Agent in good standing pursuant to Public Act 472 of 1978 (MCL 4.411 – 4.431); and

WHEREAS, Client is desirous of retaining MainStreet to provide Client with government relations and public affairs consulting services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, MainStreet and Client agree as follows:

- 1. Services.** During the term of this Agreement, MainStreet shall provide government relations and public affairs consulting services to Client as set forth in Exhibit A (“Services”).
- 2. Services Fee.** Client shall pay MainStreet a services fee of \$2,000.00 per month (“Services Fee”), due and payable in advance on the first (1st) day of each month during the term of this Agreement. If the Effective Date of this Agreement is a day other than the first day of the month, contemporaneous with the execution of this Agreement, Client shall pay a prorated Services Fee equal to the Services Fee divided by thirty and multiplied by the number of days remaining in the month.
- 3. Expenses.** Client shall reimburse MainStreet for all usual and ordinary costs and expenses related to MainStreet’s performance of the Services. Expenses for travel made at Client’s request shall be paid by Client. Any unusual or extraordinary costs and expenses incurred by MainStreet in performing the Services shall first be approved by Client. MainStreet shall invoice Client for reimbursement of expenses, which invoice

shall be paid by Client within thirty (30) days after the invoice date.

4. **Term and Termination.** The term of this Agreement shall be one (1) year, and shall automatically renew for one (1) year terms. Either party to this Agreement may terminate the Agreement upon thirty (30) days' written notice to the other party; *provided, however*, MainStreet may terminate this Agreement effective immediately upon written notice to Client if Client fails to timely pay and amount due under this Agreement. In the event of termination or expiration, MainStreet shall be paid a pro-rata share of its monthly Services Fee up to the effective date of termination.
5. **Non-Exclusivity.** Nothing contained in this Agreement shall prohibit or otherwise restrict MainStreet from contracting to provide government relations and public affairs consulting services to other clients on a non-exclusive basis.
6. **Conflict of Interest.** MainStreet and Client shall use their respective best efforts to identify and notify each other of any potential conflicts of interest between the Client and any other client of MainStreet.
7. **Independent Contractor.** MainStreet and Client have entered into this Agreement with the mutual understanding that MainStreet is an independent contractor and not an employee of Client. Nothing contained in this Agreement or the course of conduct between MainStreet and Client will be considered to form a partnership, employment relationship, or any other relationship except that of an independent contractor. In the performance of the Services under this Agreement, MainStreet is an independent contractor with the authority to control and direct the performance of the Services.
8. **Practice of Law.** MainStreet is retained by Client to perform the Services. MainStreet is specifically not retained to provide legal advice to the Client, and MainStreet shall not be required to perform any additional activity for Client which constitutes the practice of law.
9. **Indemnification and Liability.** Except as otherwise provided in this Agreement, MainStreet will indemnify and hold Client, its officers and directors harmless against all direct monetary damages of a compensatory nature to the extent such damages are reasonably ascertainable and only to the extent that such damages are the direct and proximate result of a MainStreet's breach of providing Services, as defined in *Exhibit A* to this Agreement. Client agrees to indemnify and hold MainStreet, its officers, members, employees, agents, and assigns, harmless from and against all direct monetary damages of a compensatory nature in connection with any action, suit, administrative proceeding or settlement related to Client for which MainStreet provides Services.
10. **Assignment.** The rights and obligations conferred under this Agreement may not be assigned by either party without the prior written consent of the other party.

11. Notices. All notices shall be deemed duly given upon delivery if delivered by hand, or upon receipt if sent by United States mail, or upon the party's signature for a receipt if sent by certified mail, or upon receipt, if served electronically or via facsimile. All notices shall be sent to:

MainStreet: MainStreet Legislative Consulting Services, LLC
Attn: Goeff Hansen
120 N. Washington Sq., Ste 1000
Lansing, MI 48933
(231)301-4888 phone
(517)483-8225 fax

Client: The City of Muskegon
933 Terrace Street
Muskegon, Michigan, 49433-0536

12. Counterparts and Transmission. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties, and all of which shall be considered as part of a single instrument. Execution of a facsimile counterpart or electronic transmission of this Agreement shall be deemed execution of the original Agreement. Facsimile or electronic transmission of an executed copy of this Agreement shall constitute acceptance of this Agreement.

13. Governing Law. This Agreement shall be governed by the laws of Michigan. Venue shall be proper in Ingham County, Michigan, where MainStreet resides and where the Services will be performed in accordance with this Agreement.

The City of Muskegon

**MainStreet Legislative Consulting
Services, LLC**, a Michigan limited liability
company

By: Frank Peterson
Its: City Manager

By: Goeff Hansen
Its: President

EXHIBIT A

Description of Services Provided by MainStreet to Client

When, necessary, any and all duties detailed below, will be performed by MainStreet, in addition to those stipulated in the retainer agreement:

- Meetings with CLIENT'S committee on Legislation as needed
- CLIENT'S Board meetings as requested
- Participation in CLIENT workgroups on legislative/administrative issues
- Participation in CLIENT'S conference calls relating to legislation
- Participation in CLIENT'S strategic planning
- Participation in annual Clerk's/ Treasurers/ Judicial or any Dept. meetings
- Liaison with MML or any other organizations as needed
- Provide political advice to CLIENT
- Assist in developing testimony on various pieces of legislation
- Respond to CLIENT member phone calls and emails

Will work with Mickey Knight to continue any assistance he has provided in the past

LEGISLATIVE SERVICES

- Review all bills introduced in both houses of the Legislature
- Analyze those that could impact CLIENT
- Catalog all bills on legislative status and provide updates on a monthly basis
- Participate in work groups on bills when requested
- Meet with chairs and members of committees in both houses

Date: February 26, 2019
To: Honorable Mayor and City Commissioners
From: DPW/Parks & Cemetery
RE: Fertilizer

SUMMARY OF REQUEST:

The Park Supervisor requests that the Commission authorize the amount of \$18,612.00 for two applications of fertilizer for the parks and cemeteries from Harrell's, the only available supplier. Bids were submitted to two other companies: Siteone and Advance Turf Solutions. Neither of them was able to supply the product.

FINANCIAL IMPACT:

\$18,612.00

BUDGET ACTION REQUIRED:

NONE. Budgeted for in Parks and Cemetery budget.

STAFF RECOMMENDATION:

Staff recommends purchase of fertilizer from Harrell's.

DATE:

Misc. info (if applicable)

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: February 19, 2019

RE: LC Walker Arena – Ironmen Lease

SUMMARY OF REQUEST:

City staff is requesting approval of the attached lease to allow the West Michigan Ironmen to play indoor football at the LC Walker Arena in 2019. This is a one year lease.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To authorize the Clerk and Mayor to sign the lease with Muskegon Football.

COMMITTEE RECOMMENDATION:

None.

L.C. WALKER ARENA MUSKEGON INDOOR FOOTBALL CONTRACT

THIS AGREEMENT made and entered into on the 31st day of January, 2019 by and between the L.C. Walker Arena and Event Center (hereinafter referred to as “Arena”) of 955 Fourth Street, Muskegon, MI. 49440 and West Michigan Ironmen, (hereinafter referred to as “Muskegon Football”).

WITNESSETH:

WHEREAS, Arena is located at 955 Fourth Street at Western Avenue, Muskegon, County of Muskegon, Michigan; and

WHEREAS, Muskegon Football is organized for the purposes of promoting and sponsoring league play of a professional indoor football team; and

WHEREAS, the parties desire to enter into an agreement for the use of the facilities operated by Arena;

IT IS, THEREFORE, AGREED THAT:

1. USE OF PREMISE: Arena agrees that for the term of this agreement that Muskegon Football may utilize the Arena for professional indoor football and related indoor football game activities as follows:

- a. Fully equipped sports arena for playing indoor football. Muskegon Football to set up/tear down artificial turf, uprights, wall pads, and/or other equipment as may be required. Muskegon Football will be allowed access to Arena at 7:00AM on scheduled game days and will be allowed three (3) hours time for tear down, immediately following the game. Muskegon Football to provide and/or compensate for staffing at any pre-game event including amateur games, camps, cheerleading camps or any other event as may be approved by the Arena;
- b. Operating public address system and lighting;
- c. Seating facilities for spectators in arena area;
- d. Four (4) dressing rooms for teams use on game days during indoor football season from 9:00AM to one (1) hour after game conclusion.
- e. Sufficient officials’ room, trainer’s working area and press box area which meet the requirements for professional indoor football games. Muskegon Football to be responsible for any required equipment.
- f. Heat at comfortable temperature;
- g. Facility clean-up after games.

Muskegon Football agrees to hold its entire league scheduled home games, both regular season and playoffs, at the L.C. Walker Arena.

2. TERM OF AGREEMENT: This agreement shall be effective for a period of one (1) year commencing on January 31st, 2019 and ending on January 30th, 2020.

3. COMPENSATION, FEES: Muskegon Football shall pay to the Arena compensation for its right to use the Arena upon the following schedule for all games played (including playoff and exhibition games):

- a. Arena Fees Per Game: \$3,000.00 rent per game inclusive of all box office, ticket printing fees and arena staffing.
 - i) Muskegon Football shall receive 40% of the net food/beverage and 50% of the net parking revenues per home game played. The aforementioned percentages are based on net revenues after concession/parking personnel wages, product costs and all ancillary expenses are deducted from the total food and beverage/parking revenues generated at each Muskegon Football home game. Arena Concessions Manager and Arena Manager will provide a detailed food/beverage and parking report of each Muskegon Football home game at the time of game settlements.
 - ii) Muskegon Football shall pay a facility fee of \$0.25 per ticket printed for all 2019 regular season and playoff games played.
- b. The Arena shall receive up to ten (10) complimentary tickets for admission to all home games during the term of this agreement, subject to availability.

4. OTHER FACILITIES AND/OR SERVICES PROVIDED:

- a. Staffing: Arena shall in connection with the operation of the building provide to Muskegon Football: ticket takers, door guards, ushers, and security. Muskegon Football shall provide the following personnel for the operation of the indoor football game: medical services personnel, equipment repair personnel, game officials, spot light operator, music operator and/or any other personnel required. Muskegon Football shall have access to all technologies in the Arena, but will be responsible for any replacements/repairs deemed the responsibility of Muskegon Football.

Arena and Muskegon Football will work together and each will use their best efforts to create a user-friendly atmosphere, which recognizes the importance of each and every customer using the facility. The Arena and Muskegon Football shall cooperate to assure adequate training for all staff and personnel to enhance the image of the County and City of Muskegon Community, L.C. Walker Arena and West Michigan Ironmen.

- b. Merchandise. Arena will purchase and sell Muskegon Football merchandise in the Team Store. Muskegon Football will receive 20% of the net proceeds from said merchandise sales.
- c. Parking. Staff, players and owners will be allowed parking access to the arena lot immediately adjacent to the arena building along Shoreline Drive, per availability.
- d. Music Services. Arena shall be responsible for ASCAP, BMI, SEASAC and any other licensor of music, in connection with the operation of Muskegon Football games.

5. ARENA ADVERTISING SALES: Muskegon Football to sell and receive 100% of the proceeds from the sale of program ads, temporary banners, padding, promotions, kiosks and any other activities related to an arena football game. All such advertising items and activities shall require Arena approval. Temporary signage and kiosks must be removed and stored prior to 5:00AM the next day.

6. SCHEDULING AVAILABILITY: Should both parties agree to extend this agreement, Arena will submit a list of twelve (12) available play dates for the Muskegon Football 2020 season by November 1st, 2019. Said dates will be held until the conclusion of the league schedule. Unused dates to be released by Muskegon Football upon creation of the indoor football league schedule. Arena will utilize its best efforts to maintain good date availability for all playoff dates which cannot be scheduled in advance of the season.

7. INSURANCE AND INDEMNITY:

a. Muskegon Football shall obtain and retain throughout the term of this day to day rental, insurance coverage of and for all claims arising out of or resulting from Muskegon Football's use of the L.C. Walker Arena, which coverage shall include the following. Each policy shall contain the provision that no cancellation shall be effective unless thirty (30) days advance written notice is given by the carrier to the Arena. All insurance policies shall name the City of Muskegon as additional insureds and loss payees:

- i) Broad form comprehensive general liability insurance including:
 - (a) Premises/operations
 - (b) Products/Completed operations hazard,
 - (c) Broad form contractual and
 - (d) Personal injury.

This general liability insurance shall provide the following limits of liability: \$2,000,000.00 (\$1,000,000.00 primary and \$1,000,000.00 umbrella).

- ii) Comprehensive automobile liability insurance for all owned and non-owned vehicles used on behalf of the Muskegon Football in the amounts not less than

\$1,000,000.00 for bodily injury and property damage, and including loading and unloading hazards.

iii) Worker's compensation insurance providing statutory coverage for the State of Michigan.

iv) Such additional insurance which Arena and/or City may reasonably require from time to time.

v) Certificate of insurance in a form satisfactory to the City of Muskegon shall be filed with the Arena at least thirty (30) days prior to the commencement of Muskegon Football's use under this agreement.

b. Muskegon Football agrees that it will indemnify and hold and save, the City of Muskegon whole and harmless of, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments incurred by, recovered from or imposed on or against them or any of them on account of any injury or damage to person or property to the extent that any such damage may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the Muskegon Football or any of its agents, servants, employees, contractors, patrons, guests, licensees or by or of any other person entering upon the L.C. Walker Arena with either the express or implied invitation or permission of Muskegon Football or when any such injury or damage is the result, proximate or remote, of the violation by Muskegon Football or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Muskegon Football, its agents, servants, employees, contractors, patrons, guests, licensees or of any portion of the L.C. Walker Arena. Such indemnification of the above entities by the Muskegon Football shall be effective unless such damage or injury results from the sole negligence of the City of Muskegon. Muskegon Football covenants and agrees that in case the City of Muskegon shall be made a party to any litigation commenced by or against Muskegon Football or relating to this agreement or to the portion of the L.C. Walker Arena subject to this agreement, then Muskegon Football shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by or imposed upon them, their officers, officials, agents, employees, volunteers, or attorneys by virtue of any such litigation.

8. **RELEASE OF HAZARDOUS MATERIALS:** Muskegon Football shall not cause or allow the release of hazardous materials or pollution as defined by any local, state or federal law or regulation to occur upon the premises. In the event of such release, Muskegon Football shall be responsible for any and all costs, including clean up, penalties, fines, or damages to third parties. Muskegon Football agrees to indemnify and hold harmless the City of Muskegon from any such exposures or costs.

9. PRACTICE/TRAINING CAMP: Muskegon Football shall have daytime use of the arena on game days beginning at 9:00AM. Additional opportunities to access Arena for practices will be determined by Arena Manager and per availability.

10. LIABILITY/RESPONSIBILITY: Arena assumes no responsibility whatever for any property of Muskegon Football placed in said building and arena is expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained during the effective date of this contract by reason of the occupancy and operation of said building or any part thereof under this agreement.

11. DEFAULT: Muskegon Football covenants that if any default is made in the payment of fees or any part thereof at the time specified in this contract, or if any default is made in any of the covenants or agreements herein contained, or if Muskegon Football cancels this agreement for any cause, the provisions of this contract shall cease and terminate at the Arena's option, and Muskegon Football may be put out of the premises by appropriate legal proceedings. Further, and in addition, should Muskegon Football be in default with regard to payments or fees due hereunder or other default occur, the Arena shall be allowed, without initiating legal proceedings against Muskegon Football and without verbal or written notice to take such money from box office receipts due Muskegon Football and to withdraw from and/or to be relieved of the Arena's responsibilities under this agreement. Upon default, Arena may cease providing any or all services called from this agreement. Muskegon Football shall save the Arena harmless from any and all claims or actions for damages or injunctions.

12. FEES AND EXTRA SERVICES: Any sum due the Arena from Muskegon Football or any accommodations, extra services, material or cost of repair, shall be a first lien on the box office receipts and on any property of the Muskegon Football which may be in the L.C. Walker Arena and Event Center. Settlements shall take place within 4 working days from game day. Any balance due the Arena shall be paid at this time.

13. COMPLIANCE WITH LIQUOR LAWS: Muskegon Football acknowledges that all of the L.C. Walker Arena and Event Center is a "licensed premises" under the Michigan Liquor Control Act. Muskegon Football covenants that it will not do or permit to be done anything which will violate the terms and conditions of said Liquor License or the regulations of the Michigan Liquor Control Commission.

14. ENTRANCE: All articles, exhibits, fixtures, materials, displays, etc., shall be brought into or out of the building at such entrances and exits as designated by the Arena Manager.

15. TERMINATION: Muskegon Football agrees upon the termination of this agreement, it shall vacate the Arena leaving it in the same condition as it existed on the date of this agreement except for the consequences of ordinary use and wear thereof and damage by the elements or fire or other casualty.

16. RELATIONSHIP OF PARTIES: No provision of this Agreement herein contained shall be construed by the parties or by any other person as one creating a partnership or joint venture

between the parties as to the use of the Arena by Muskegon Football or as to the operation of Muskegon Football business in the Arena, it being the intent of the parties that this Agreement is solely that of a contract for the use of a portion of the premises owned by the City and known as the L.C. Walker Arena and Event Center.

17. **REMOVAL OF PROPERTY:** Personal equipment in connection with Muskegon Football activities belonging to Muskegon Football shall be removed from the Arena at or before the termination of this Agreement. Said property shall not include advertising facilities, fixtures, locker room or arena equipment, non-removable signage, advertising or messages, scoreboards, tables, platforms, benches, seating or any property except the personal belongings of Muskegon Football and its personnel. All such excepted property shall be and is the property of the Arena and shall be removed from the building.

18. **NUMBER OF PATRONS:** Muskegon Football shall fully cooperate with Arena and shall not cause to be admitted to the premises a larger number of persons than the rated capacity of the individual areas hereby rented. Maximum capacities shall be established as mandated by the City of Muskegon Fire Departments. Capacities may be reduced due to setups or obstructions.

19. **PUBLIC AREA OBSTRUCTIONS PROHIBITED:** No portion of the sidewalks, ramps, entries, corridors, passageways, vestibules, halls, lobbies, stairways, aisles, or access to public utilities of the L.C. Walker Arena and Event Center shall be obstructed by Muskegon Football or used for any purposes other than for ingress or egress from the day to day rental of d premises.

20. **PUBLIC SAFETY:** Muskegon Football agrees that at all times they will conduct their activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by the Arena and duly authorized governmental agencies responsible for public safety.

21. **FLAMMABLE MATERIALS:** Materials used for decorative purposes must be treated with flame proofing and approved the Muskegon Fire Department. Nor shall Muskegon Football without written consent of the Building Manager and approval of the appropriate City official, such as the fire marshal, building inspector, or other appropriate official, place or operate any engine or motor or machine on the premises, or use oils, burning fluids, kerosene, propane, or gasoline, or any other flammable chemical for mechanical or other purposes.

22. **CONDITION OF PREMISES:** Muskegon Football shall have examined the premises prior to the execution of this Agreement and are presumed to be satisfied with the physical condition of the premises. Muskegon Football by entering into this Agreement and the usage of the Arena, agrees that the premises are in safe, sanitary condition, and in good repair.

23. **PERMITS, LICENSES AND COPYRIGHTS:** Muskegon Football agrees to obtain and pay for all necessary permits and licenses required by Federal, State or local laws. Muskegon Football warrants that all copyrighted material to be performed has been duly authorized or licensed by the copyright owners or/their representatives and agrees to indemnify and hold

harmless the City of Muskegon from any and all claims, losses, expenses, including legal fees, which might arise from any such permits, licenses and copyrights.

24. **RIGHT TO INSPECT:** Arena reserves the right to inspect and control all events being held on premises.

25. **COMPLIANCE WITH LAW:** Muskegon Football shall not conduct, or permit to be conducted on the premises, any performance or activity which either by speech, song, music, or other conduct, is in violation of the laws of the United States, the State of Michigan, or the rules and regulations of the L.C. Walker Arena and Event Center.

26. **ASSIGNMENT:** Muskegon Football may not assign this day to day rental without the prior written consent of the Arena.

27. **UNAVAILABILITY OF FACILITIES:** In the event that the facilities herein rented or any portion thereof are not available for occupancy upon commencement or during the term of this Agreement due to fire, casualty, acts of God, strikes or national emergency or other cause beyond the control of the Arena, this permit and the obligations of the Arena and Muskegon Football herein shall terminate. Muskegon Football hereby waives any claim against the Arena for damages by reason of such termination.

28. **BREACH OF AGREEMENT:** In the case of the breach of any one or more of the terms of this Agreement by Muskegon Football, the right to the use of the premises shall terminate without notice or demand. Upon the termination of this Agreement, Muskegon Football agrees to vacate the premises immediately. The parties agree that Arena is in full control of the premises and may refuse admission to or put out any person including Muskegon Football for good cause. No action by Arena under this paragraph shall cause forfeiture of any fees or payments due the Arena.

29. **CANCELLATION:** Should Muskegon Football cancel an already scheduled game, without giving a minimum of seven (7) days advance notice to the Arena Manager, the Arena may charge Muskegon Football the full amount of Arena Fees Per Game as specified in Section 3(a) of this agreement.

30. **BINDING EFFECT:** Each and every term of this contract shall be binding upon the parties and their successors and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this.

31. **LEGAL CONSTRUCTION:** The Agreement shall be governed by the laws of the State of Michigan.

32. **ENTIRE AGREEMENT:** The parties hereto agree that all of their agreements are fully set forth herein and that no oral statement or representations of any kind have been made upon which either party shall have the right to reply. This shall not limit the Arena from imposing any

reasonable additional rules or regulations which may be necessary in the best interest of the operations of the facilities.

IN WITNESS WHEREOF, the Arena and Muskegon Football have caused this indenture to be executed the day and year first above written.

WITNESSES:

L.C. Walker Arena

By _____

Muskegon Football

By _____

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: February 20, 2019

RE: LC Walker Arena Performance Agreement

SUMMARY OF REQUEST:

The City is working to host a concert at the LC Walker Arena. We are seeking to approval of the attached performance agreement.

FINANCIAL IMPACT:

\$14,000

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To authorize the City Manager to enter into the performance agreement with Pegboard Nerds to perform at the LC walker arena on Friday, April 5, 2019.

COMMITTEE RECOMMENDATION:

None.



Contract #: 80845
Issue Date: --
Agent: Brad Rosen

Agreement made this date, Thursday, February 21, 2019 by and between Pegboard Nerds (hereinafter referred to as Artist) and City of Muskegon, ELQ Entertainment Group (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Pegboard Nerds
BILLING: 100% Headline
DATE(S): Friday, April 5, 2019

VENUE: L.C. Walker Arena
ADDRESS: 955 Fourth St.
Muskegon, MI 49440
CAPACITY: 2,788
AGES:

TICKETS: (USD)	<u>Tier</u>	<u>Quantity</u>	<u>Comps/Kills</u>	<u>Ticket Price</u>	<u>Total</u>
	GA Floor	1,300	--	\$28.00	\$36,400.00
	Bowl	1,423	--	\$23.00	\$32,729.00
	VIP/Suite	65	--	\$48.00	\$3,120.00
	<i>Totals</i>	2,788	0		
					<i>Gross Potential</i> \$72,249.00
<i>Ticket Fees</i> \$3.00/ticket, Startickets Fee (\$8,364.00)					<i>Net Potential</i> \$63,885.00

DEAL: \$14,000 Flat Guarantee Plus Purchaser to provide and pay for hotels (1 rooms for 2 nights), backline, and local ground transportation per artist's rider.

ADD'L PROVISIONS: ARTWORK / SET TIME / SET LENGTH / AND BILLING must be approved by agent prior to announcement.

Purchaser agrees to provide and pay for High Quality Sound and Lights to meet with Artist's specifications and approval.

There is to be absolutely NO advertising of any kind until the deposit has been received/verified by APA and the marketing material have been approved in writing. Failure to comply with these terms will result in the show's immediate cancellation and the deposit will be forfeited.

All wire transfers MUST yield the full amount of payment due to artist. Purchaser is responsible for ALL wiring fees.

WLKOUT PTNTL: \$14,000.00

ANNOUNCE DATE: To Be Determined **ON SALE DATE:** To Be Determined

OTHER ARTISTS: TBD - Local/Regional Act

MERCH: 90/10% All Merchandise . Venue sells

SCHEDULE:	Load In	Per Advance	TBD -	7:30 pm, TBD
	Sound Check	Per Advance	Local/Regional Act	
	Doors	6:45 pm	Pegboard Nerds	8:45 pm, 90 minutes
	Show	7:30 pm	Curfew	11:00 pm

PAYMENTS: \$7,000.00 USD deposit payable by Wire Transfer/ACH/Cashier's Check to APA, due immediately.
\$7,000.00 USD deposit payable by Wire Transfer/ACH/Cashier's Check to APA, due no later than Friday, March 22, 2019

Account #: 478 006 4698 / Swift #: BOFCUS33MPK / ABA #: 122 000 496
Account Name: Agency for the Performing Arts, Inc
Bank Address for Wire Transfers Only: Union Bank of California / 9460 Wilshire Blvd Beverly Hills, CA 90212
Do not send checks to this address.

Please include Artist and performance date on the payment memo.

Balance, including any overages, to be paid by Per Advance to ARTIST. (Tax ID:) immediately prior to performance(s).

CONTACTS: Erik Quintero (Talent Buyer) PH: 231-638-3875 Email: equintero81@yahoo.com

Erik Quintero (Talent Buyer) PH: 231-638-3875 Email: equintero81@yahoo.com

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BY: X _____

SIGNATURE OF PRESENTER

Erik Quintero
City of Muskegon
933 Terrace St
Muskegon, MI 49440
Email: equintero81@yahoo.com
Phone: 231-638-3875

ELQ Entertainment Group

Phone:

BY: X _____

SIGNATURE OF ARTIST REPRESENTATIVE

Pegboard Nerds
c/o APA

Phone:

Fax:

STANDARD TERMS AND CONDITIONS

PRODUCTION CONTROLS: Artist shall have sole and exclusive creative control over the production, presentation and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.

ARTIST'S COMPENSATION: If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, all of which shall be the sole responsibility of Purchaser.

BALANCE OF GUARANTEE: The balance of the Guarantee shall be paid to Artist via bank wire no later than the scheduled engagement date if Purchaser fails to present the engagement.

OVERAGES: All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by cash or cashier's check only.

ROYALTIES: Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.

WORK PERMITS AND VISAS: Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement; (ii) shall have the right to retain all monies previously paid by Purchaser; and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.

CONFIDENTIALITY: Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.

ARTIST'S RIGHT TO PAYMENT OF GUARANTEE IN ADVANCE: If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder, or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon request.

BILLING: Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

USE OF ARTIST'S NAME AND IMAGE: Purchaser may only use Artist's name and pre-approved voice, photograph, likeness, image or other identification of Artist in connection with Purchaser's advertisements and publicity for Artist's engagement hereunder. Purchaser may not use Artist's name, voice, photograph, likeness, image or other identification of Artist as a direct or implied endorsement of any product or service. There shall be no corporate or product or service name or logo included in any such advertising or publicity without the prior written approval of Artist or Artist's representative obtained in each instance. Notwithstanding the foregoing, the placement, form, content, appearance and all other aspects of Purchaser's use of Artist's name, voice, photograph, likeness, image or other identification of Artist shall at all times be subject to the prior written approval of Artist or Artist's representative.

MERCHANDISING: Artist shall have the exclusive right to sell merchandise in connection with Artist's engagement hereunder, including but not limited to, soft goods (e.g. T-shirts), souvenir programs, photographs, posters, stickers and CDs, on the premises or otherwise, and Purchaser shall have no right to share in the proceeds from the sale of such merchandise.

NO REPRODUCTION PERMITTED: Purchaser will not and will not permit or authorize others (including, but not limited to, venue employees, representatives and contractors) to record, broadcast, photograph or otherwise reproduce in any manner the audio or visual performance by Artist or any part thereof.

STAGE SEATS: It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

PROMOTION: Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.

TICKETS: All tickets shall be numbered. No tickets shall be priced at higher than the agreed upon price (exclusive of tax) without the prior written approval of Artist or Artist's representative. If ticket price scaling is varied in any manner, the percentage of compensation payable to Artist shall be based on whichever of the following is more favorable to Artist: (i) the ticket price scaling set for in the underlying Agreement or as otherwise agreed in writing by the parties; or (ii) the actual ticket price. There shall be no dynamic ticket pricing without the prior written approval of Artist or Artist's representative. Any inclusion of Artist's engagement hereunder in a subscription or series offer shall be subject to the prior written consent of Artist or Artist's representative.

INDEMNIFICATION: Purchaser shall defend, indemnify and hold harmless Artist, and any and all employees of Artist and any and all representatives of Artist from and against any and all costs, claims, expenses (including attorneys' fees and court costs), liabilities, damages, losses or judgments arising out of or in connection with, any claim, action or demand sustained as an indirect or direct result of, Artist's engagement hereunder.

INSURANCE: Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as promoter and operator of the Venue. In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance. Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder.

PURCHASER'S DEFAULT/CANCELLATION: If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligations relating to Artist's engagement herein and/or any contractual obligation with any other performer, or if the financial status of Purchaser has been impaired, or in the opinion of Artist or Artist's representative, is unsatisfactory, Artist shall have the right to demand payment of the full Guarantee. If Purchaser fails or refuses to make such payment, then such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to: (i) immediately terminate this Agreement and cancel Artist's engagement hereunder; (ii) retain all amounts previously paid to Artist by Purchaser; (iii) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

ARTIST'S CANCELLATION: Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this agreement.

FORCE MAJEURE: If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

INCLEMENT WEATHER: Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage.

LIMITATION OF LIABILITY: In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

NOTHING CONTRARY TO LAW: Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

ENTIRE AGREEMENT: These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of California, and the state and federal courts located in Los Angeles County in the State of California shall have exclusive jurisdiction over any matters pertaining hereto.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.

Commission Meeting Date: February 26, 2019

Date: February 21, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval of a Neighborhood Enterprise Zone Certificate – 351 W Western

SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone Certificate has been received from 351 Phase II, LLC for the construction of 15 market-rate apartments as part of Phase II of their mixed-use development project. The estimated project cost is \$210,000 per unit. The property was approved as a Neighborhood Enterprise Zone District on May 9, 2017. The applicant has met local and state requirements for the issuance of the NEZ certificate. They have requested the maximum 15 years for the exemption.

FINANCIAL IMPACT:

One-half of the previous year's state average principal residence millage rate will be applied to the value of the facility for a duration of 15 years, with a three-year phase out (they will receive 75% of the abatement in year 13, 50% in year 15 and 25% in year 15).

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate for 15 years.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate for a new facility has been filed with the City Clerk by 351 Phase II, LLC to construct new market-rate residential apartments at 351 W Western Ave in the “Unit 7” Neighborhood Enterprise Zone District, and;

WHEREAS, the Neighborhood Enterprise Zone Certificate will only be applied to the 15 market-rate apartment units in the mixed-use development, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for fifteen (15) years and no extensions will be granted;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for a new facility for the market-rate apartments at 351 W Western Ave by 351 Phase II, LLC be approved.

Adopted this 26th day of February, 2019.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on February 26, 2019.

By: _____
Ann Meisch
City Clerk

Commission Meeting Date: February 26, 2019

Date: February 21, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request for Final Planned Unit Development (PUD) Approval –
Hartshorn Village

SUMMARY OF REQUEST:

Request for final PUD approval for a mixed-use development at 920, 1000, 1010, 1050 and 1060 W Western Ave. The development will include 55 single family homes, a clubhouse, and improvements to the Hartshorn Marina and Fricano's Place.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the PUD with some minor conditions listed in the staff report

COMMITTEE RECOMMENDATION:

The Planning Commission approved a motion to recommend approval of the PUD, with the staff recommended conditions by a 7-0 vote, with two members absent.

SUMMARY

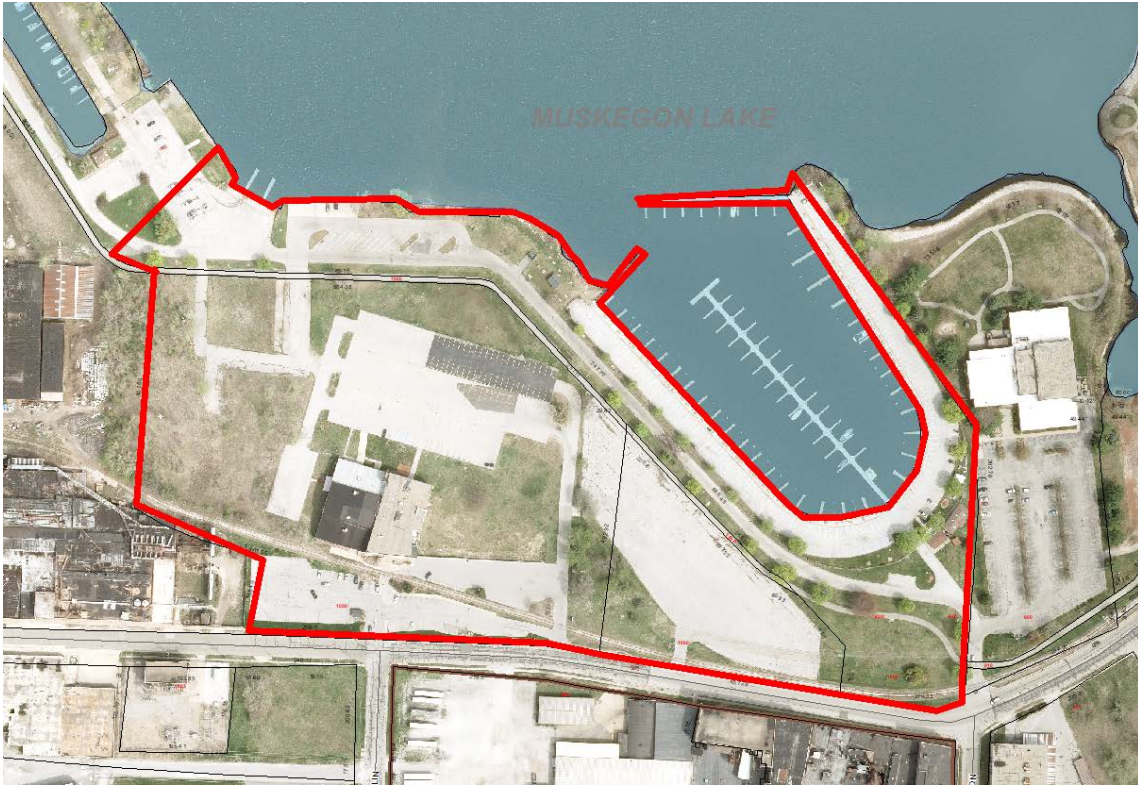
1. The proposed development includes the usage of five parcels on W Western Ave: 920 (City Marina), 1000 (Former City-owned parking lot), 1010 (Bike Path), 1050 (Fricano's), and 1060 (Bike Path).
2. The zoning of these parcels are B-2, Convenience & Comparison Business; I-2, General Industrial; LR, Lakefront Recreation and Form Based Code, Neighborhood Edge.
3. All together, the development includes 14.48 acres of land.
4. The PUD requirements for B-2 Districts state: The intent of Planned Unit Developments in the B-2 Convenience and Comparison Business Districts is to allow mixed land uses which are compatible to each other, while prohibiting nonresidential uses which would not be compatible or harmonious with residential dwellings.
5. The PUD requirements for I-2 Districts state: The intent of Planned Unit Developments in the I-2 General Industrial District is to allow mixed land uses, which are compatible to each other.
6. The PUD requirements for LR Districts state: The intent of Planned Unit Developments in the LR Lakefront Recreation Districts is to allow mixed land uses, which are compatible to each other, while prohibiting nonresidential uses which would not be compatible or harmonious with lakefront recreation activities, or residential dwellings.
7. The Form Based Code section of the zoning ordinance allows Specific Development Plans, intended to allow applicants flexibility to address market conditions and opportunities, including the master planning of large lots exceeding the maximum block dimensions as outlined in Section 2004, as well as the consolidation of multiple properties to create predictable and market responsive development for the area.
8. The project calls for 55 single-family detached houses. Phase 1 will include 34 units and Phase 2 will include an additional 21 units.
9. The residential units are 26 feet wide and setback 10 feet from each other. Units 1 and 10 are a little wider and shaped differently than the rest.
10. Residential units will consist of the "Schooner" and "Clipper" models, as depicted in the handouts. These will vary between 1, 1.5 and 2.5 story homes. Every home will have a garage. There are six units that will have an extra detached garage for extra storage.
11. Basements are not possible in this development due to groundwater levels.
12. Other improvements to the land include marina upgrades, a new clubhouse, improvements to the greenspace north of Fricano's, relocation of Fricano's lower level parking, bike path relocation, Park improvements and rerouting of traffic to the boat launch.
13. The current road between the Marina entrance and the boat launch would be removed and a new road would be located to the west of Fricano's Place. The new road will provide access to the boat launch. The boat launch area will lose a few parking spaces just to the east of the boat launch. These will be replaced along the new road leading into the boat launch. All internal roads will be private. The roads leading to the marina and boat launch will be public within dedicated easements. No gates are proposed other than to keep the existing one into the marina.
14. The current bike path would be sold to the developer and used as patio space for the residential units. The bike path will be relocated just to the north.
15. The chain link fence at the marina would be removed and replaced with a 4-foot tall wrought iron fence.

16. There are 50 parking spaces located near the club house. These will serve the club house and as overflow parking for residences. Other overflow lots for residences will include the two parking lots for Fricano's.
17. While traditional sidewalks are not incorporated, there are several concrete pathways that connect the publicly-accessible bike path.
18. The plan exceeds the ordinance requirements for open public space and landscaping.
19. Any approvals will be contingent upon issuance of a storm water permit from the Drain Commissioner. Stormwater improvements should eliminate the flooding that occurs near the current bike path. The applicant will be proposing a temporary holding and treatment process that will leach into the lake.
20. Plans are still being reviewed by other City departments. Comments will be made available at the meeting.
21. Phase 1 will include all improvements except for the residential units (and associated internal road) depicted in Phase 2.
22. The development proposes fill to raise the elevation of the property over the 100-year flood plain (584.5 feet). This will require a permit from the DEQ.

Zoning Map



Aerial Map



DELIBERATION

- I move that the request for preliminary Planned Unit Development (PUD) approval for a mixed-use development at 920, 1000, 1010, 1050 and 1060 W Western Ave be (approved/denied).
- I move that the request for final Planned Unit Development (PUD) approval for a mixed-use development at 920, 1000, 1010, 1050 and 1060 W Western Ave be recommended to the City Commission for (approval/denial) with the following conditions:
 - o The bike path be elevated with culverts to avoid flooding.
 - o A sidewalk shall be installed along the new road that leads to the boat launch.
 - o The bike path shall be constructed to AASHTO standards for non-motorized trails.
 - o The pavement between homes on units 8-26 and 40-48 should be reduced by at least half and replaced with more greenspace and landscaping.
 - o The public roads shall have a minimum of 4" asphalt over 8" of gravel and the interior private roads shall have a minimum of 3" asphalt over 6" of gravel.
 - o Spacing between fire hydrants shall not exceed 500 feet.
 - o All approvals shall be contingent upon the issuance of a stormwater permits from the Drain Commissioners office.

**CITY OF MUSKEGON
RESOLUTION #2019-**

RESOLUTION TO APPROVE THE FINAL PLANNED UNIT DEVELOPMENT FOR 920,
1000, 1010, 1050 AND 1060 W WESTERN AVE

WHEREAS, a petition for a Planned Unit Development was received for a mixed-use development at 920, 1000, 1010, 1050 and 1060 W Western Ave; and,

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

WHEREAS, the Planning Commission and staff have recommended approval of the Final Planned Unit Development and associated site plan, with the following conditions:

- o The bike path be elevated with culverts to avoid flooding.
- o A sidewalk shall be installed along the new road that leads to the boat launch.
- o The bike path shall be constructed to AASHTO standards for non-motorized trails.
- o The pavement between homes on units 8-26 and 40-48 should be reduced by at least half and replaced with more greenspace and landscaping.
- o The public roads shall have a minimum of 4" asphalt over 8" of gravel and the interior private roads shall have a minimum of 3" asphalt over 6" of gravel.
- o Spacing between fire hydrants shall not exceed 500 feet.
- o All approvals shall be contingent upon the issuance of a stormwater permits from the Drain Commissioners office.

NOW, THEREFORE, BE IT RESOLVED that the recommendation by staff and the Planning Commission be accepted and the final Planned Unit Development is hereby approved, contingent upon the conditions listed above being incorporated into a revised site plan, to be approved by staff.

Adopted this 26th day of February, 2019

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

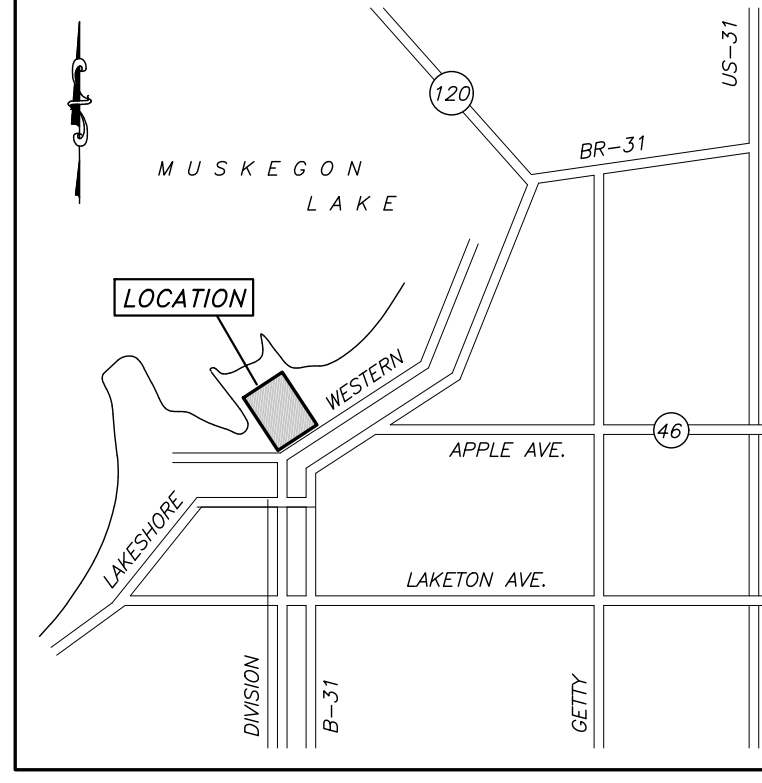
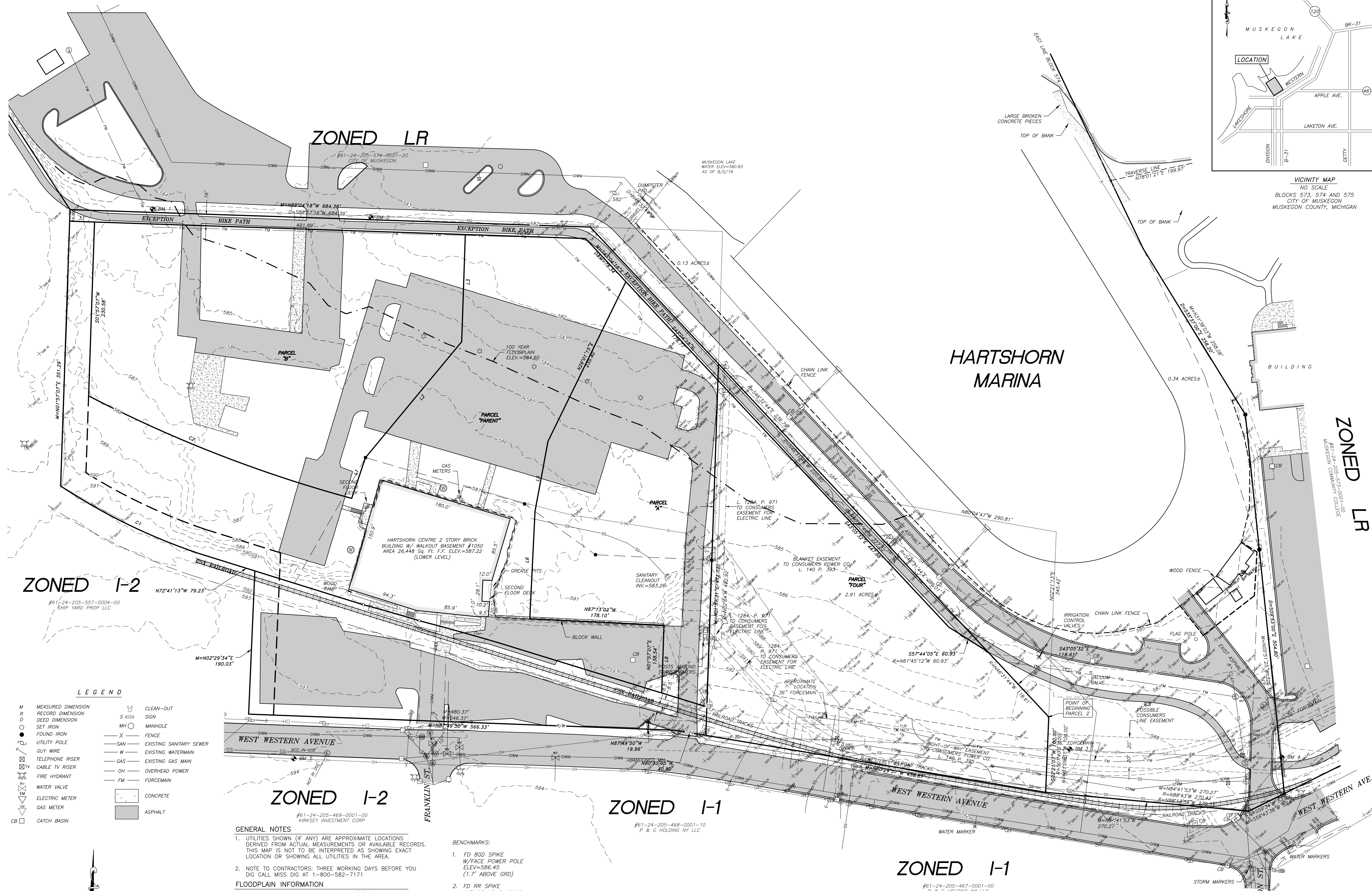
Attest: _____
Ann Meisch, City of Muskegon Clerk

CERTIFICATE (Final PUD 920, 1000, 1010, 1050 and 1060 W Western Ave)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 26th day of February, 2019, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

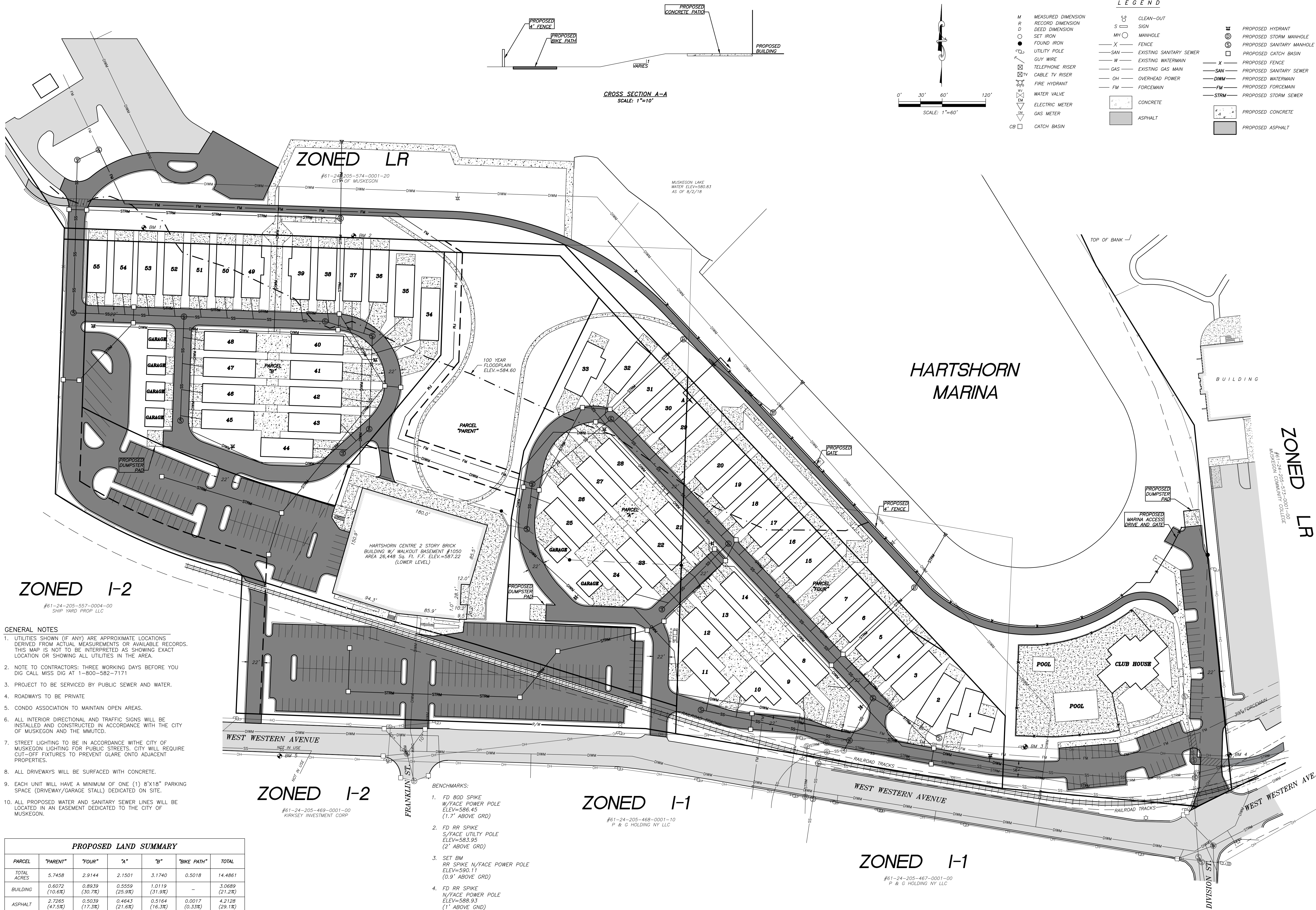
DATED: _____, 2019.

Ann Meisch
Clerk, City of Muskegon



VICINITY MAP
NO SCALE
BLOCKS 573, 574 AND 575
CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

NO.	DATE	DESCRIPTION	BY	CHK'D	DATE



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

PROPOSED LAND SUMMARY						
PARCEL	"PARENT"	"FOUR"	"A"	"B"	"BIKE PATH"	TOTAL
TOTAL ACRES	5.7458	2.9144	2.1501	3.1740	0.5018	14.4861
BUILDING	0.6072 (10.6%)	0.8939 (30.7%)	0.5559 (25.9%)	1.0119 (31.9%)	-	3.0689 (21.2%)
ASPHALT	2.7265 (47.5%)	0.5039 (17.3%)	0.4643 (16.3%)	0.5164 (16.3%)	0.0017 (0.33%)	4.2128 (29.1%)
CONCRETE	0.3719 (6.40%)	0.4620 (15.9%)	0.3509 (16.3%)	0.5406 (17.0%)	0.2180 (43.4%)	1.9434 (13.4%)
GREEN SPACE	2.0402 (35.5%)	1.0546 (36.1%)	0.7790 (36.2%)	1.1051 (34.8%)	0.2821 (56.2%)	5.2610 (36.3%)

DATE: 7-30-18

DRAWN BY: NSS/TUB

DATE: 7-30-18

CHECKED BY: TWD

DATE: 7-30-18

DESIGNED BY: TUB/NAV

2534 Black Creek Road

Muskegon, MI 49444

Ph: (231) 777-3447

Fax: (231) 773-3453

Service@WestshoreConsulting.com

WESTSHORE

ENGINEERING & SURVEYING

ENVIRONMENTAL

HARTSHORN VILLAGE

PORTION OF BLOCKS 573, 574 AND 575

OF THE REVISED PLAT

(OF 1903) CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

PROJECT NAME:

PROPOSED SITE PLAN

PROJECT:

04311-0001

(REF: 02015-0155, 00023-0033H)

SHEET:

2 OF 4

DATE: 7-30-18

DRAWN BY: NSS/TUB

DATE: 7-30-18

CHECKED BY: TWD

DATE: 7-30-18

DESIGNED BY: TUB/NAV

2534 Black Creek Road

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2 OF 4



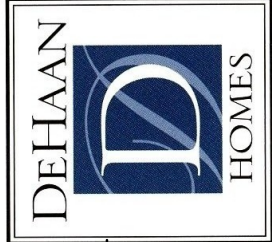
SHORELINE VIEW



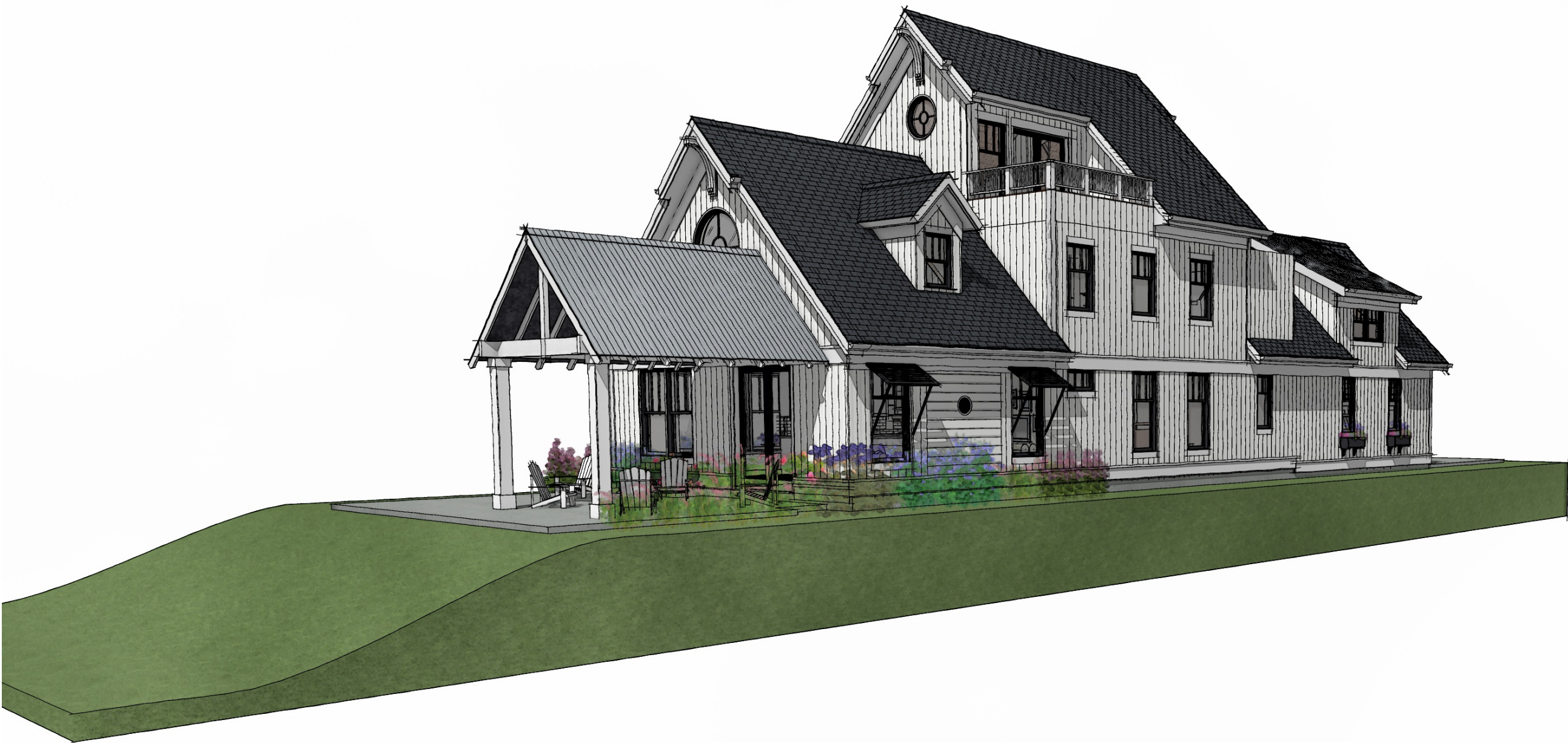
NO.	DATE	REVISION	DESCRIPTION
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2.			
3.			
4.			
5.			
6.			
7.			
8.			

HARTSHORN
VILLAGE
COAST QUARD SERIES^(M)

CLIPPER
COTTAGE
ELEVATION
"A"



A1.1



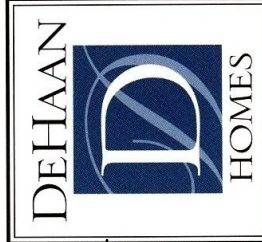
SHORELINE VIEW



NO.	DATE	ISSUE DESCRIPTION
1.	7.7.18	OWNER REVIEW SET
2.		
3.		
4.		
5.		
6.		
7.		
8.		

HARTSHORN
VILLAGE
COAST QUARD SERIES^(M)

CLIPPER
COTTAGE
ELEVATION
"A"



A1.2



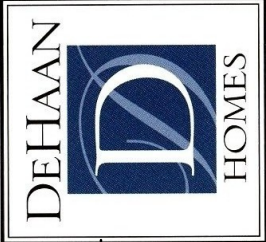
ENTRY VIEW



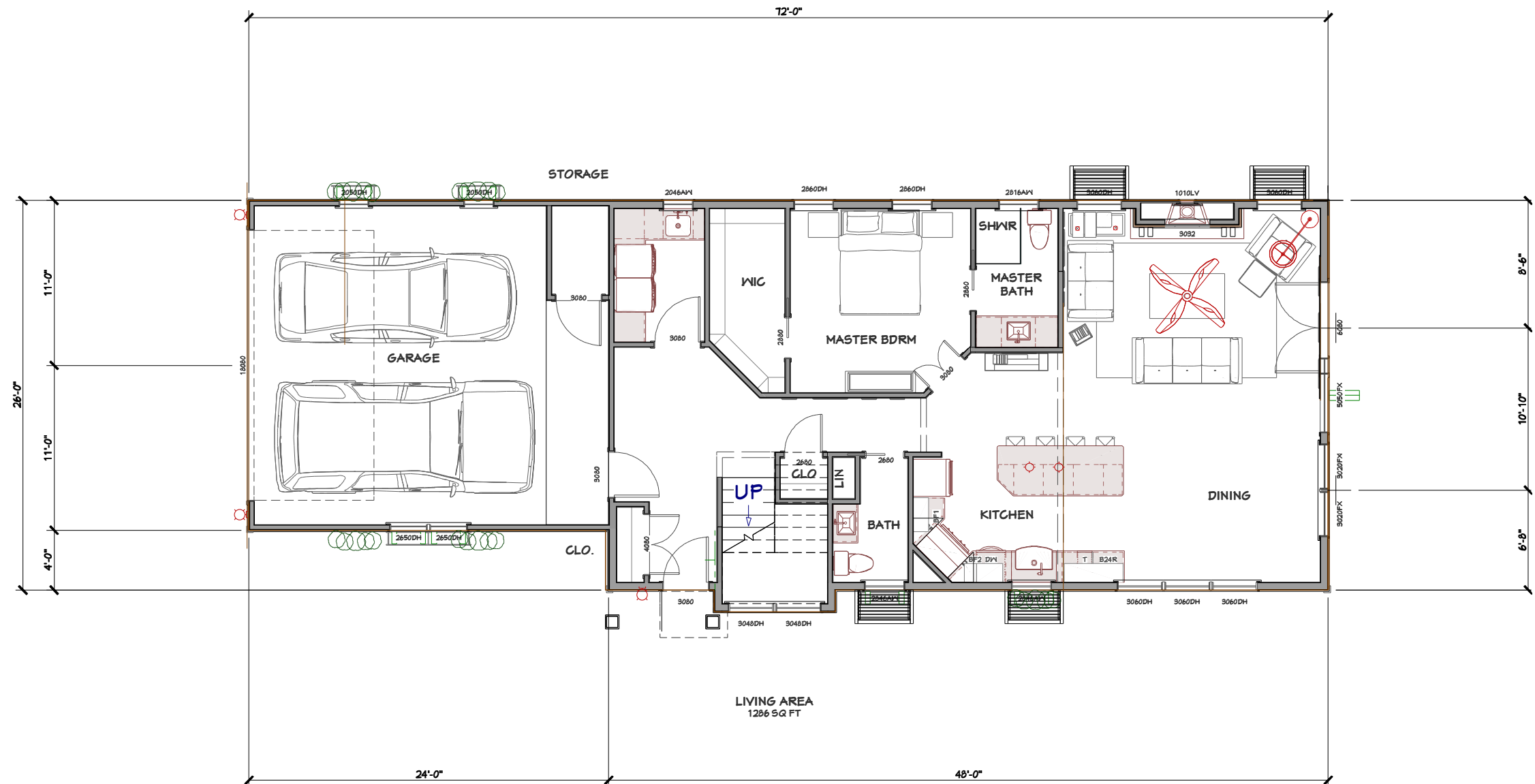
NO.	DATE	ISSUE DESCRIPTION
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HARTSHORN
VILLAGE
COAST QUARD SERIES^(M)

CLIPPER
COTTAGE
ELEVATION
'A'



A1.3



GARAGE AREA: 520 S.F.
 MAIN FLOOR: 1,286 S.F.
 UPPER FLOOR: 1,125 S.F.
 TOTAL AREA: 2,931 S.F.

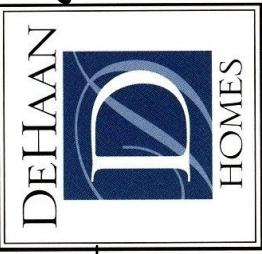
FLOOR PLAN LAYOUT
 SCALE: 1/4" = 1'-0"



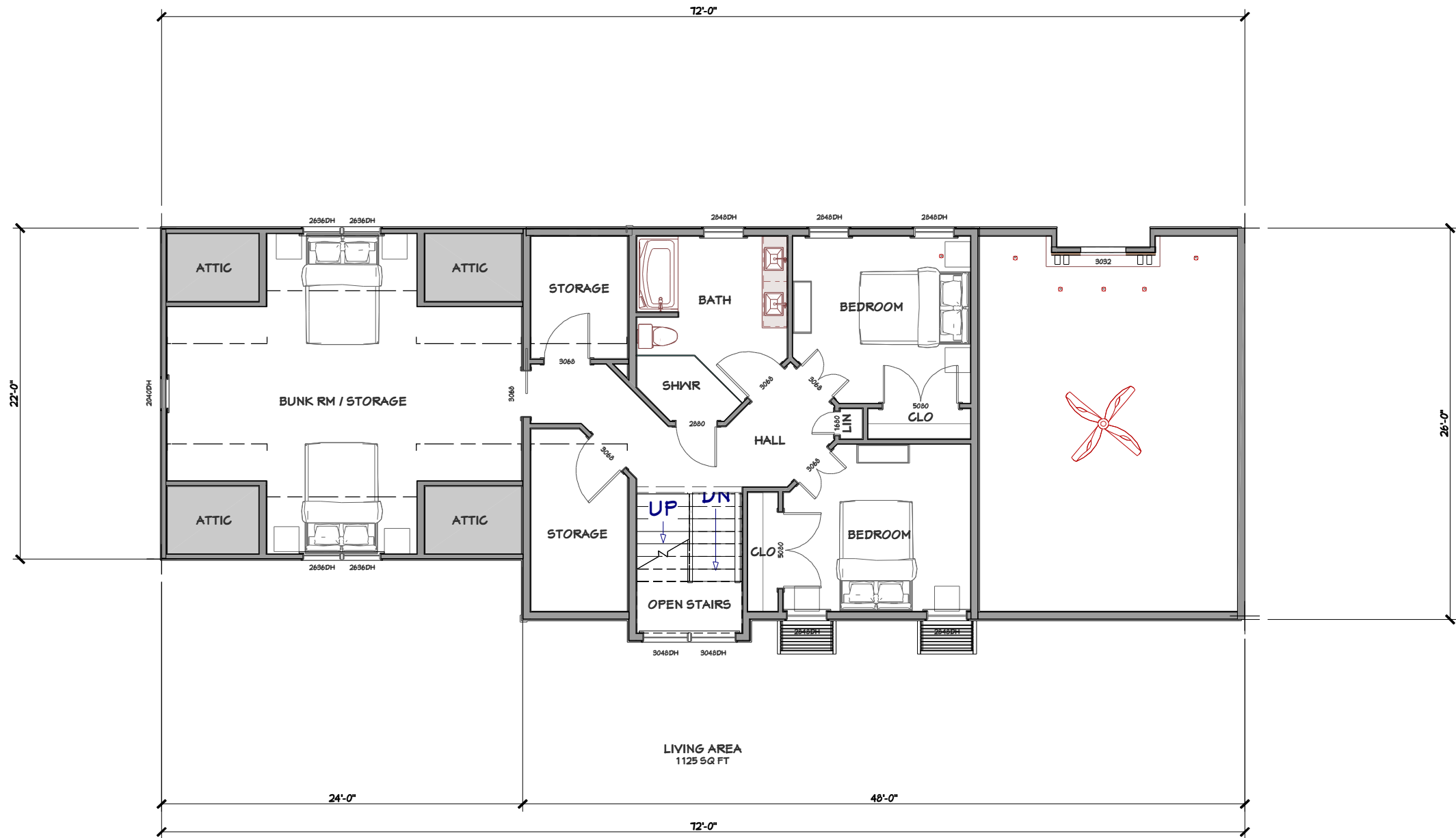
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HARTSHORN VILLAGE
 COAST QUARD SERIES^(M)

CLIPPER
 COTTAGE
 ELEVATION
 'A'



SCALE: 1/4" = 1'-0"
A1.4



UPPER FLOOR PLAN
SCALE: 1/4" = 1'-0"



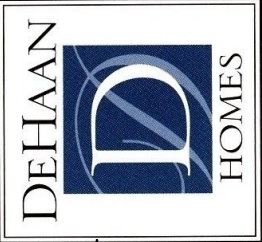
NO.	DATE	ISSUE DESCRIPTION
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HARTSHORN VILLAGE

COAST QUARD SERIES^(M)

CLIPPER

COTTAGE ELEVATION 'A'



A1.5



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



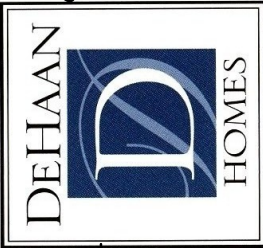
BACK ELEVATION
SCALE: 1/4" = 1'-0"



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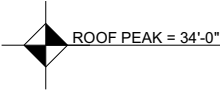
HARTSHORN
VILLAGE
COAST QUARD SERIES^(M)

CLIPPER
COTTAGE
ELEVATION
1A





ENTRANCE ELEVATION
SCALE: 1/4" = 1'-0"



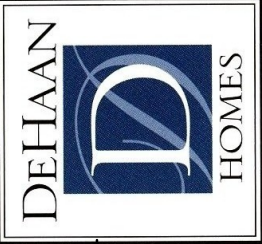
SIDE ELEVATION
SCALE: 1/4" = 1'-0"



NO.	DATE	REVISION	DESCRIPTION
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HARTSHORN
VILLAGE
COAST QUARD SERIES^(M)

CLIPPER
COTTAGE
ELEVATION
1A



A1.7

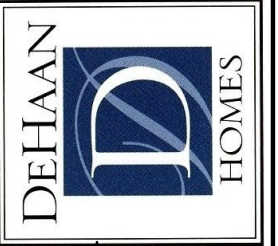


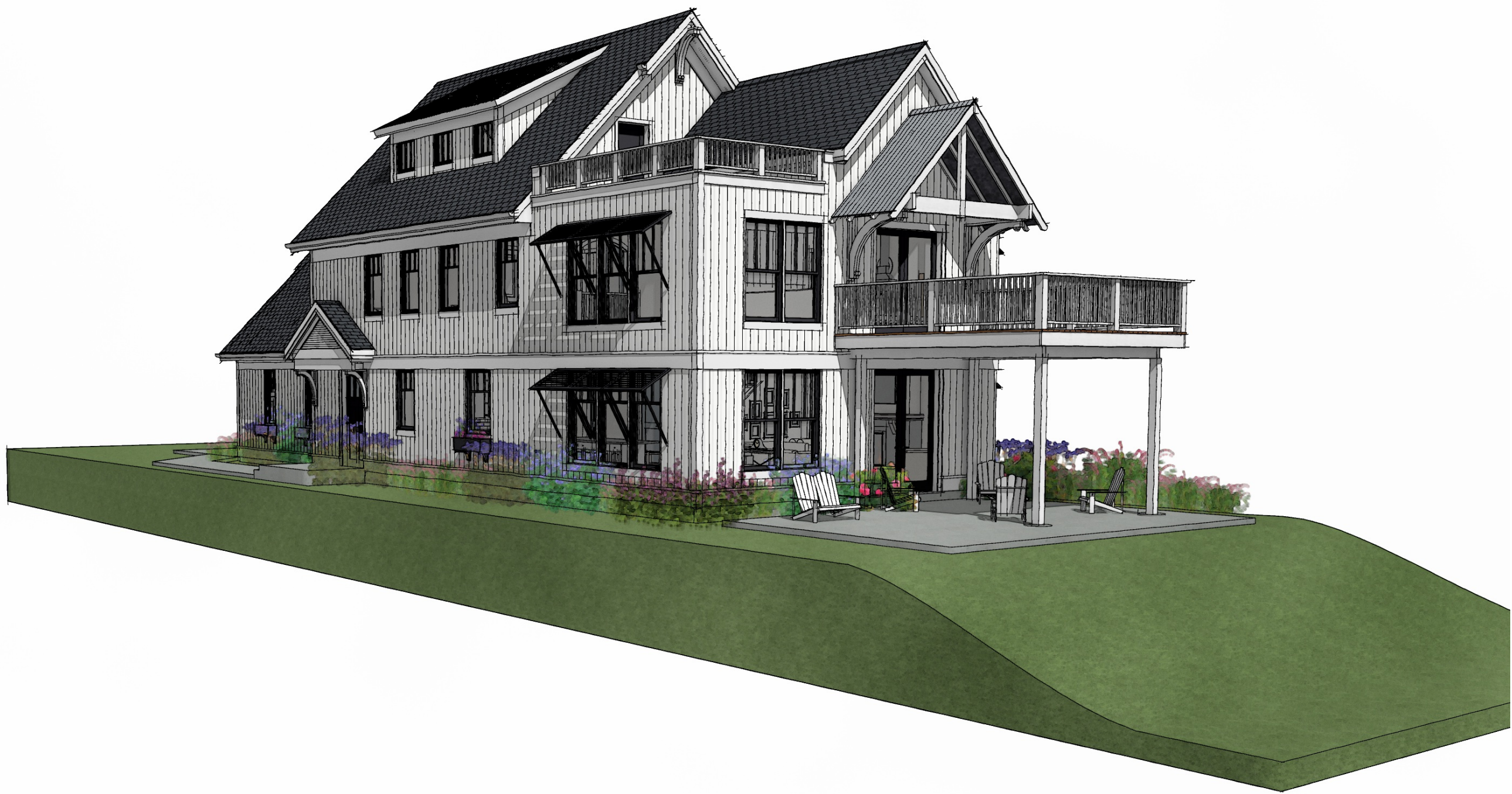
- INTERIOR PERSPECTIVE -
VIEW FROM KITCHEN TO LIVING RM.

NO.	DATE	ISSUE DESCRIPTION
1.	7.7.18	OWNER REVIEW SET
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HARTSHORN
VILLAGE
COAST QUARD SERIES^(TM)

CLIPPER
COTTAGE
ELEVATION
1A





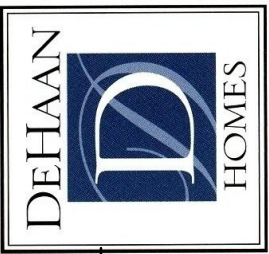
SHORELINE VIEW

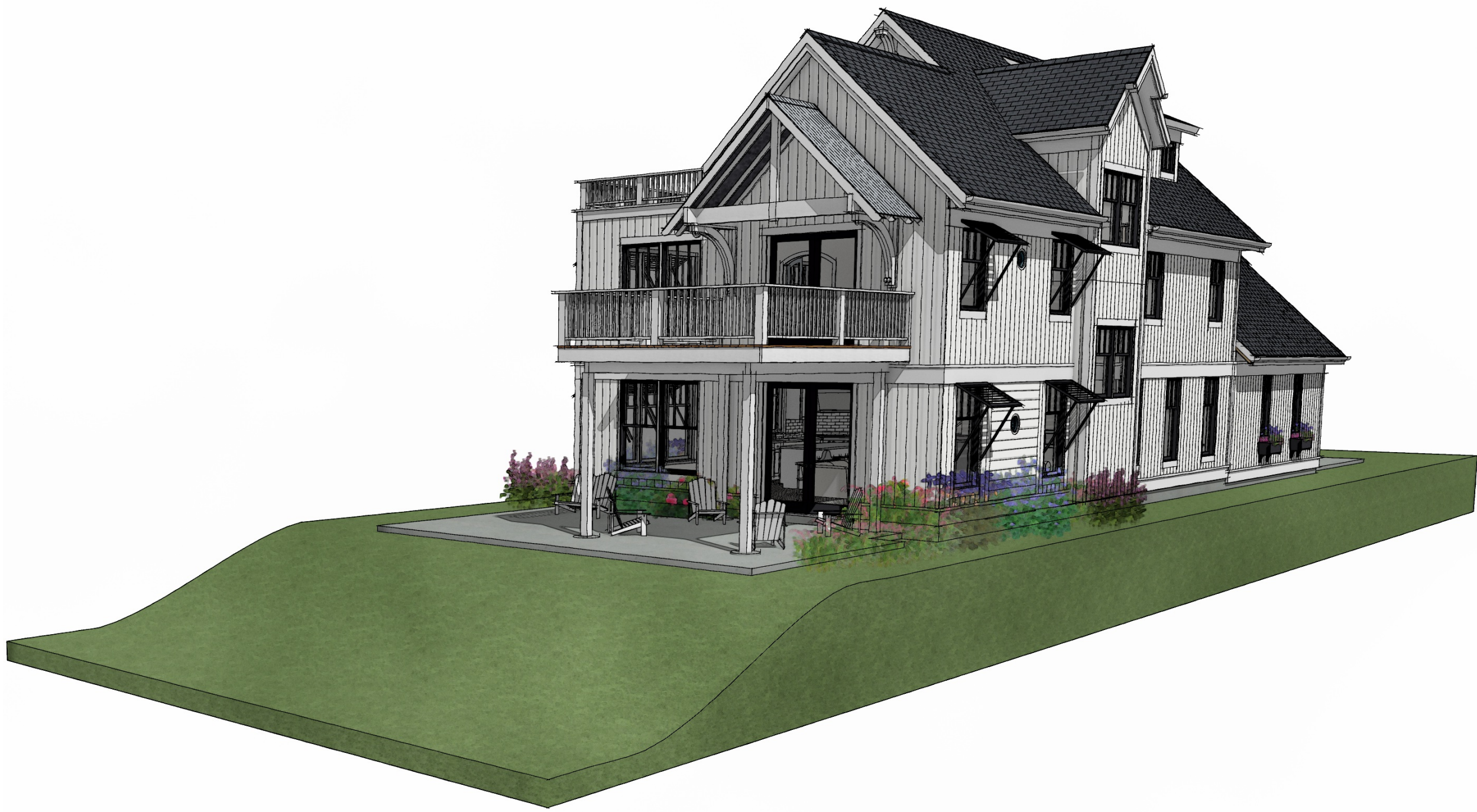
NO.	DATE	REVISION
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HARTSHORN
VILLAGE
COAST QUARD SERIES^(M)

SCHOONER

COTTAGE
ELEVATION
"A"



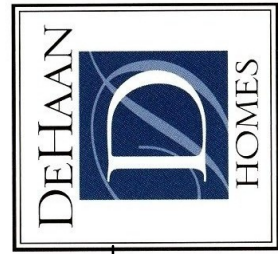


SHORELINE VIEW

NO.	DATE	ISSUE DESCRIPTION
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HARTSHORN
VILLAGE
COAST QUARD SERIES^(M)

SCHOONER
COTTAGE
ELEVATION
'A'



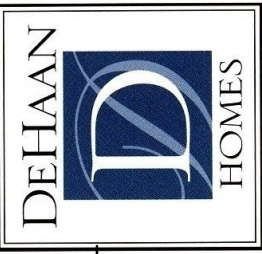


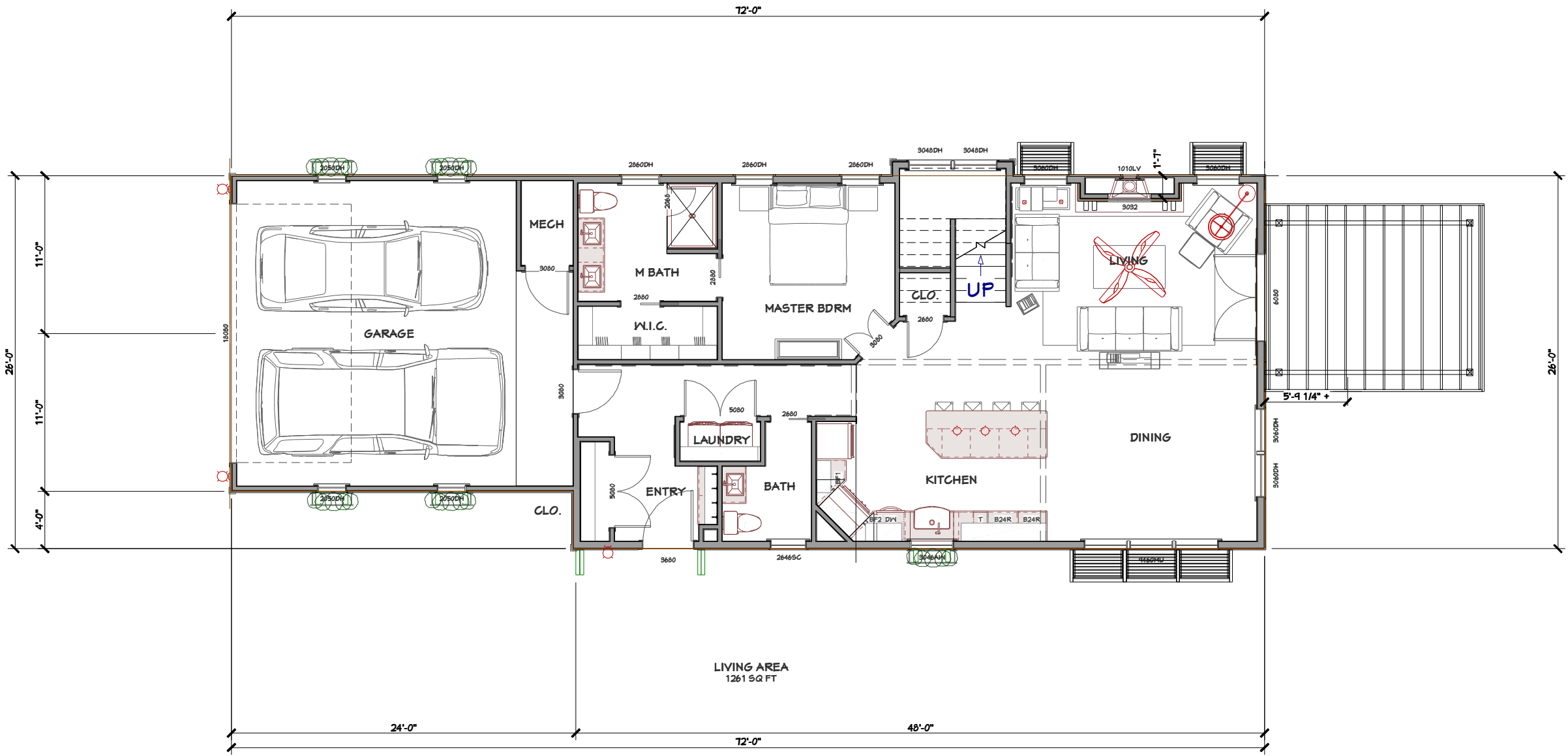
ENTRY VIEW

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HARTSHORN
VILLAGE
COAST QUARD SERIES^(M)

SCHOONER
COTTAGE
ELEVATION
'A'

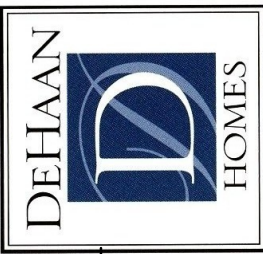




NO.	DATE	REVISION DESCRIPTION
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HARTSHORN
VILLAGE
COAST QUARD SERIES^(M)

SCHOONER
COTTAGE
ELEVATION
'A'



FLOOR PLAN LAYOUT
SCALE: 1/4" = 1'-0"

SCALE:
1/4" = 1'-0"

A1.4



LIVING AREA
1246 SQ FT

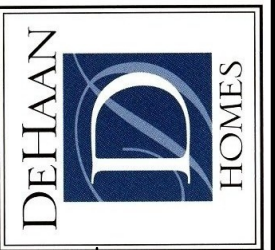
UPPER FLOOR PLAN

SCALE: $1/4" = 1'-0"$

NO.	DATE	ISSUE DESCRIPTION
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HARTSHORN
VILLAGE
COAST GUARD SERIES^(TM)

SCHOONER
COTTAGE
ELEVATION
11A



A7.5

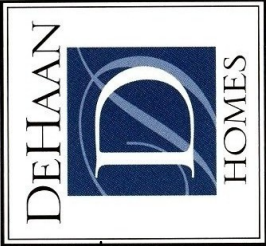




FRONT ELEVATION
SCALE: 1/4" = 1'-0"



BACK ELEVATION
SCALE: 1/4" = 1'-0"



SCHOONER
COTTAGE
ELEVATION
'A'

HARTSHORN
VILLAGE
COAST QUARD SERIES^(M)

NO.	DATE	ISSUE DESCRIPTION
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ENTRANCE ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"

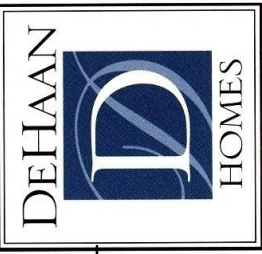
ROOF PEAK = 34'-0"



NO.	DATE	REVISION	DESCRIPTION
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HARTSHORN
VILLAGE
COAST QUARD SERIES (M)

SCHOONER
COTTAGE
ELEVATION
1A



A1.7

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: February 20, 2019

RE: Land Swap – Damfino Development

SUMMARY OF REQUEST:

Staff previously proposed selling approximately .63 acres of property to Damfino Development after receiving a purchase offer from the group. Commissioners recommended that staff pursue a land swap for similarly-sized parcel as an alternative. Staff is recommending that the attached revised offer be considered for approval. The revised offer provides the City of Muskegon with .63 acres of dune land along Lakeshore Drive – this property is adjacent to the city owned parcel located at 2275 Beach Street. In addition to the .63 acres of land, Damfino Development is proposing to contribute \$25,000 to the City’s upcoming 150th Anniversary Celebration.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To accept the proposal from Damfino development and authorize staff to complete the transaction.

COMMITTEE RECOMMENDATION:

None.



February 19, 2019

Mr. Frank Peterson
City Manager
City of Muskegon
933 Terrace Street
Muskegon, Michigan 49443

Revised Offer to Purchase Land

Dear Frank:

In a letter dated January 13, 2019, Damfino Development, LLC made an offer to purchase a parcel of land contiguous to our proposed development. That letter provided a detailed background of the ownership of the land.

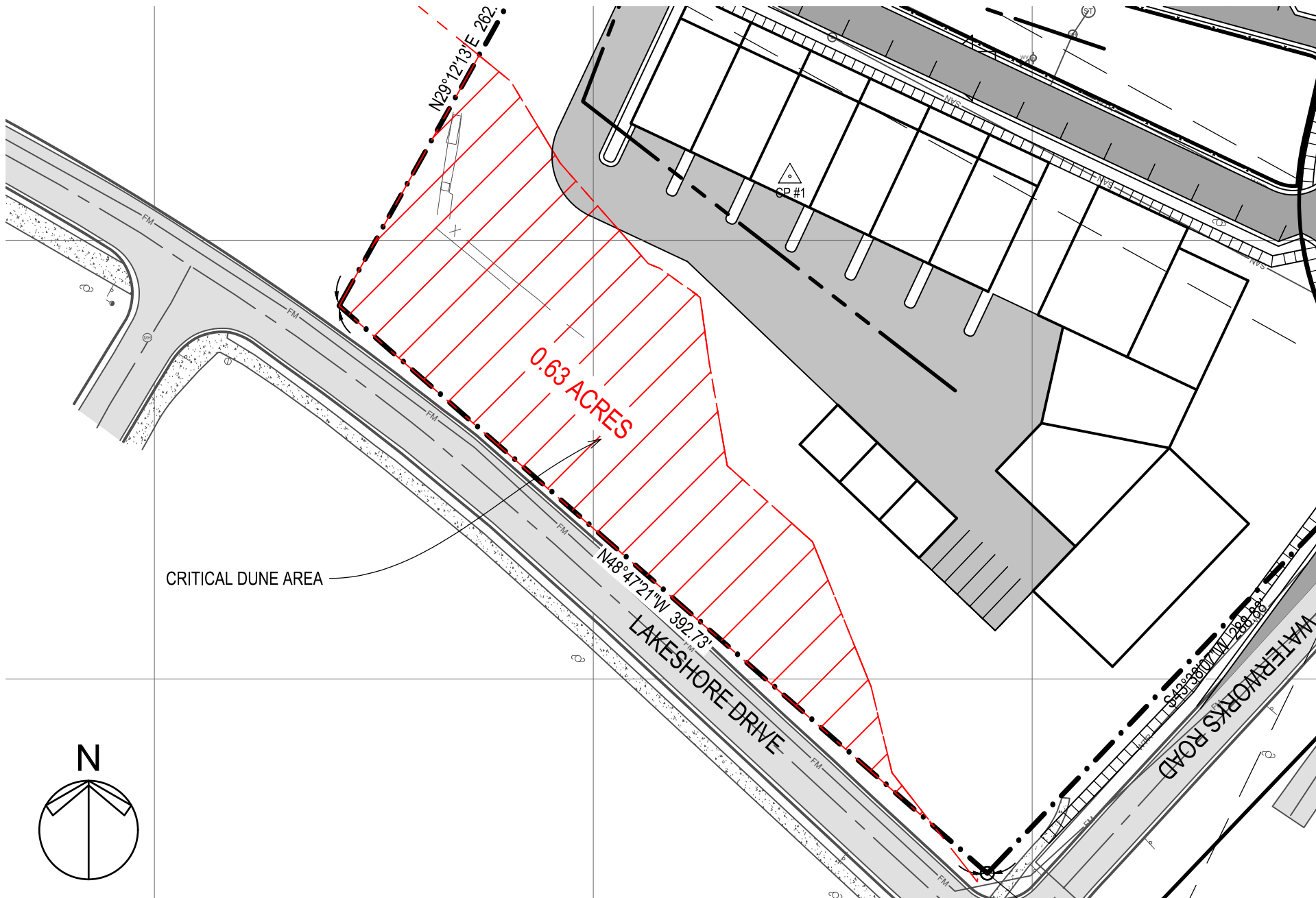
We have received a lot of feedback on two issues related to our offer that I would like to address.

1. Reference to the land being land-locked have been questioned. Looking at the county GIS site it would appear that Edgewater Street (previously Lake Street) connect to this parcel. I am attaching the location of the street as determined by a survey. Note, the blue line is the edge of Muskegn Lake. The portion of Edgewater Street hi-lighted in yellow is underwater, eliminating access to the parcel.
2. With regard to the selling price and a land swap vs. cash we would like to revise our offer to include the .63 acre parcel shown on the attached in addition to MiCoast Propeties making a \$25,000 contribution to the City of Muskegon 150 year anniversary celebration.

I plan to attend the commission meeting on the 26th to answer any questions.

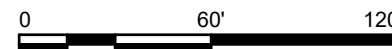
Sincerely,

Scott A. Musselman



CRITICAL DUNE AREA ALONG LAKESHORE DRIVE

SCALE: 1" = 60'





COMMISSION MEETING DATE February 26, 2019

Date: February 20, 2019

To: Honorable Mayor and City Commissioners

From: Jeffrey Lewis, Director of Public Safety

RE: Short Term Vacation Rentals

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission consider approving a stand-alone ordinance “Short Term Vacation Rentals” regulation. The city has experienced an increase in short term vacation rentals over the past couple of years. These specialty rental offerings are not regulated in our current “Housing Rental” ordinance. The ordinance will address applying and receiving a short term rental certificate and a safety inspection of the unit(s). Certificate holders will be responsible for insuring tenants are aware and complies with relevant city ordinances, with a focus on number of occupants, recreational fires, parking, fireworks, noise, and trash to name a few noted problem areas that staff has experienced in an attempt to regulate short term rentals. The requested ordinance will improve neighborhood relations where short term rentals are now located, create a safer and peaceful environment for short term tenants and residents. The staff recommends the annual fee of the Short Term Vacation Rentals to be \$250.00 annually.

FINANCIAL IMPACT:

Revenue generated will be put into a separate account to be used for expenses and purchasing amenities for parks.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the short term vacation rentals ordinance.

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. ____**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 10, Article VI of the Code of Ordinances of the City of Muskegon, Michigan, Section 353 is adopted to read as follows:

Sec. 10-353. Short Term Vacation Rentals.

- (a) Purpose. This section, concerning the registration of short term vacation rentals in the city, is enacted to protect the health, safety and welfare of persons in the city by providing the city with the information necessary to ensure compliance with safety, structure and fire laws, identify business activities and establishments which affect or involve matters related to traffic, congestion, occupancy and density of occupancy, the physical condition of places where persons are renting as short term vacation rentals, and the enforcement of the law, including local, state and federal laws, rules and regulations, applying to short term vacation rentals located in the city.
- (b) Definitions. In addition to the definitions provided for in Section 10-281, the following terms shall mean:

Business Activity shall mean the advertising for lease or rental of any structure for a short term vacation rental.

Family shall mean

(1) An individual or group of two (2) or more persons related by blood, marriage, or adoption, together with foster children and attendants of the principal occupants who are domiciled together as a single housekeeping unit in a dwelling unit; or

(2) A collective number of individuals domiciled together in one (1) dwelling unit whose relationship is of a continuing, non-transient domestic character and who are cooking and living as a single nonprofit housekeeping unit. This definition shall not include any society, club, fraternity, sorority, association, half-way house, lodge, coterie, organization, group of students, or other individuals whose domestic relationship is of a transitory or seasonal nature, or is otherwise

not intended to be of a permanent nature. Said definition shall not apply in instances of group care centers or state licensed residential facilities as established under P.A. 395 of 1976.

(3) Living arrangements which would otherwise comply with the description of a family shall not constitute a family if the said arrangements have occurred as a result of commercial or other advertising, or the offering of rooms for rent. Any financial arrangement, except a true sharing of the expenses of all the facilities in the single household unit shall be presumed to constitute renting a room or rooms and to have resulted from the offering of rooms for rent or commercial or other advertising. Where rooms have been rented, or persons live in the house in response to commercial advertising or the offering of rooms for rent, the living arrangement shall be presumed to constitute a rooming house and not a family. A person claiming the status of family shall have the burden of proof of each of the elements set forth in the relevant definitions of this ordinance.

Remuneration shall mean the act of paying or compensating a person for use of a short term vacation rental.

Short term vacation rental means a commercial use which is subordinate to the residential use of a dwelling unit, in which a tenant is allowed to lease the dwelling unit or a portion of the dwelling unit for periods of less than one calendar month but more than 24 hours in return for remuneration. The rental of transitional houses operated by a charitable organization, group homes such as nursing homes, and adult foster care homes, substance abuse rehabilitation clinics, mental health facilities and other similar health care related facilities shall not be considered short term vacation rentals.

Short term vacation rental unit means a dwelling unit used for at least one short term rental within a calendar year.

- (c) Requirements. No person shall operate or conduct, maintain or manage or advertise for lease a short term vacation rental establishment without first obtaining a certificate of short term vacation rental registration in the manner provided in this chapter and if the owner has more than three short term vacation rental establishments a business registration.
- (d) Application procedure. An applicant for a certificate of short term vacation rental registration shall make application to the Director of Public Safety or his designee on a form prescribed by the Director of Public Safety or his designee, which shall contain at least the following information:

- (1) The full names, business addresses and residence addresses of the owners, proprietors, officers and local addresses of all owners, proprietors and officers and managers of the applicant's business; the names and addresses of each officer, if

the applicant is a corporation; the names and addresses of all partners, if a partnership; and the names and addresses of all members, if a limited liability corporation.

(2) A list of all assumed, trade or firm names under which the registered applicant intends to do business.

(3) The location of the short term vacation rental.

(4) The name, telephone number, address, e-mail address and cell phone number for text messages of the person to notify in the event of an emergency.

(e) Terms. Each certificate of short term vacation rental registration issued pursuant to this chapter shall be for a duration not to exceed one year and shall terminate on April 30, following issuance thereof.

(f) Renewal. Any certificate of short term vacation rental registration issued under this section must be renewed in the manner set forth in this article on or before April 30 of each year of existence of the short term vacation rental. Applications for renewal of a certificate of short term vacation rental registration shall be filed, considered and issued in the same manner as an original application.

(g) Fees. The fee for a certificate of short term vacation rental registration and the fees for annual renewals thereof shall be set from time to time by resolution of the city commission. Registration fees not paid within 30 days of the due date will be subject to a late fee of \$15.00 per month for each month up to a maximum of six months, at which time all fees and late fees are due. Municipal civil infraction violation may be issued each day after May 31 until the registration is submitted and fees are paid.

The City may use the fee only for expenses relating to issuance of the certificate short term vacation rental registration and the purchasing of amenities located in the City's parks likely to be used by tenants of short term vacation rentals. Any fees not expended within the fiscal year from collection shall be held in a separate City account which may only be used for amenities or located in the City's parks likely to be used by tenants of short term vacation rentals.

(h) Display. Any certificate of short term vacation rental registration issued pursuant to this Section shall be prominently displayed in the business establishment on the back of the front door or the back of the door at the main entrance.

(i) General conditions for issuance and continuing in effect.

(1) Compliance with other governmental requirements; preemption. No certificate of short term vacation rental registration shall be issued or continued in effect for any person who has failed to pay the Excise Tax on Business of Providing Accommodations pursuant to MCL Section 141.861. The fact that a person has

received a license or permit from the United States, the state, the county, or other governmental entity for the short term vacation rental shall not exempt such person from the requirements of this chapter.

(2) Compliance with all other laws. A holder of a certificate of short term vacation rental registration must be in continuing compliance with all local, county, state and federal laws relating to rental properties as a condition of issuance or continued effect of a certificate of registration under this chapter.

(3) Conditions and activities on the premises. The holder of a certificate of short term vacation rental registration shall maintain a clean, neat and orderly establishment, take reasonable steps to provide security on the premises, and prevent unlawful conduct thereon. The holder of the certificate of short term vacation rental registration shall be responsible for insuring that everyone staying at the short term rental unit is aware of and complies with all relevant city ordinance, especially relating to recreational fires, parking, fireworks, noise and trash.

(4) Payment of amounts owed city. All personal property taxes and outstanding debts to the city, including, without limitation, fees for inspections or property services, water or sewer bills, municipal civil infraction fines applicable to the business or its premises, current special assessment installments, but not including real property or income taxes, due at the time of issuance or renewal of a certificate related to the business activity or establishment must be paid in full.

(5) Standards in chapter. Each holder of a certificate of short term vacation rental registration shall comply with the requirements found in additional applicable Sections of this Chapter.

(j) Additional conditions for issuance.

(1) Compliance with applicable codes and regulations. Any person applying for or holding a certificate of short term vacation rental registration under this Section shall demonstrate to authorized city personnel that the business establishment registered under this chapter complies with all construction and fire and safety codes of the city, all applicable health and safety laws, zoning laws and environmental laws and regulations of the city, the county, the state, or the United States, and including all provisions of this chapter. Further, affiant shall comply with special conditions promulgated pursuant to Section 10-353(j)(2).

(2) Special conditions. In connection with the registrations pursuant to this Section, regulations which are particularly adapted and appropriate to the business activity or establishment so registered shall be promulgated by the city, approved by the city commission, and attached to or printed upon the registration issued. Such attachments and adoptions shall not be required for codes, ordinances and other regulations of general applicability which are in effect from time to time in

the city and which affect the registered business. These regulations shall be uniform for all short term vacation rentals.

Campers, recreational vehicles, tents or any other temporary housing shall be prohibited at a short term vacation rental, except the structure inspected and permitted by the City. Non-compliance with this sub-section may result in a civil infraction for the renter, owner and/or revocation of the certificate of short term vacation rental registration.

(k) Inspections. Every business establishment registered shall afford authorized personnel from the city full access to the premises for the purpose of inspection to determine compliance with the registration which has been issued, for determination in connection with the application for the issuance of the registration, and to determine continuing compliance with all ordinances, codes and statutes applicable to the premises, the business establishment or the business activity. In the case of a proposed revocation or suspension, the holder of the registration shall afford reasonable opportunity for inspection by the city.

(l) Denial, revocation, suspension and procedure for revocation or suspension. Holders of a certificate of short term vacation rental registration may be denied, suspended, or revoked by the Director of Public Safety and the business registration by the city clerk, both of whom shall follow the procedures provided for in City Code Section 50-43.

2. This Ordinance is to become effective ten (10) days after adoption.

This ordinance adopted: February 12, 2019

Ayes:

Nays:

First Reading:

Second Reading:

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC
City Clerk

CERTIFICATE

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 12th day of February, 2019, at which meeting a quorum was present and remained throughout, and that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Date: _____, 2019

Ann Marie Meisch, MMC
City Clerk

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2019, the City Commission of the City of Muskegon amended Chapter 10, Article VI, by adopting Section 10-353 of the Muskegon City Code, summarized as follows:

INSERT SUMMARY

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 (10) days from the date of this publication.

Published: _____, 2019

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

COMMISSION MEETING DATE:

TO: Honorable Mayor and Commissioners
FROM: Jeffrey Lewis, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN1715554

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1874 JARMAN ST** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

Location and ownership: This structure is located on Jarman St. between E. Laketon Ave. and E. Holbrook Ave.

And is owned by LOVE JASPER R.

Staff Correspondence: A dangerous building inspection was conducted on 7/6/2017. Complaint letter issued 10/05/17. The Notice and Order to Repair was issued on 01/03/18. On 02/07/19 the HBA declared the structure substandard and dangerous.

Financial Impact: Funds in escrow

Budget action required: None

State Equalized value: \$13,900 (Entire property)

Estimated cost to repair: \$21,700

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

CITY OF MUSKEGON



INSPECTIONS DEPT

02/08/2019

LOVE JASPER R
932 E FOREST AVE
MUSKEGON, MI 49442

RE: 1874 JARMAN ST

Dear LOVE JASPER R,

On February 7th 2019, the HBA has declared your property dangerous because you failed to get current on your property taxes and because you failed to submit a plan of abatement that is complete and clear enough for the building department to issue a permit.

Be advised If you pay the taxes and submit a copy of the tax receipt along with a plan of abatement that is of sufficient clarity that includes the dates that the work will be done, and the cost of the work to be done, by February 15, 2019. We may be able to issue the proper permits for you to proceed on your renovation of your project at 1874 Jarman St. Please contact me directly at 231- 724-3900

Let this serve as a reminder to you that you have until February 15, 2019 to address these issues or you will be called to appear before the City Commission on February 26, 2019.

Thank you,

Lance Bonifield, (231) 724-3900 My Desk

City of Muskegon (231) 724-6715 Building Dept.
SAFEbuilt



CITY OF MUSKEGON INSPECTIONS

CITY OF MUSKEGON HOUSING (BUILDING) BOARD OF APPEALS

Date: 02/08/2019

To: LOVE JASPER R. 932 E FOREST AVE, MI. 49442

ORDER TO DEMOLISH STRUCTURE

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, February 7, 2019 does hereby order that the following structure(s) located at 1874 JARMAN ST, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

The owners or persons interested shall apply for the required permits to demolish the structure(s) within 30 days from the final determination to concur and demolish, if it is made by the City Commission or Infraction Tickets may be issued. Demolition shall be accomplished no later than 60 days after a concurrence by the City Commission.

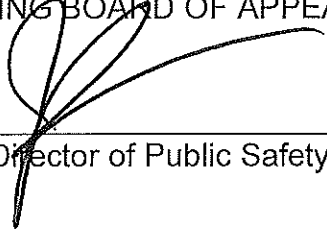
The Director of Public Safety is ordered to place before the Muskegon City Commission, this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall be considered by the City Commission.

NOTICE TO OWNER AND INTERESTED PARTIES

Please take notice that this decision of the Housing Board of Appeals will be presented to the City Commission of the City of Muskegon on Tuesday, February 26, 2019, at 5:30 p.m. You are hereby notified that you will have an opportunity to appear before the said City Commission at that time and to present any and all evidence or matters relevant to the issue of demolition or repair of the said structures. This order of the Housing Board of Appeals is not final, but will become final if and when the City Commission has considered the record and this order, and has concurred.

The City Commission may concur with this order, or disapprove or modify the order.

FOR THE HOUSING BOARD OF APPEALS:



Jeffrey Lewis, Director of Public Safety

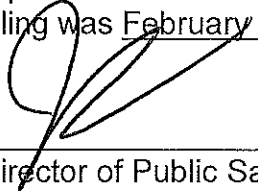


CITY OF MUSKEGON INSPECTIONS

AFFIDAVIT OF MAILING & POSTING

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Jeffrey Lewis, duly sworn states that he/she delivered or mailed by certified mail a copy of the attached order for demolition entered by the Housing Board of Appeals with notice of City Commission hearing to the owners and interested parties set forth in the order, the said order dated February 8, 2019 by certified mail. The date of mailing was February 12, 2019



Jeffrey Lewis, Director of Public Safety

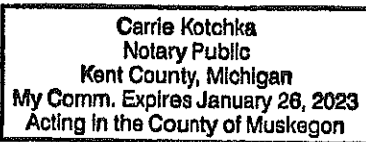
Also, the undersigned states that he/she posted a copy of the above order to the said structure located at 1874 JARMAN ST, on this 12th day of February, 2019.



Lance Bonifield

Subscribed and sworn to before me this





Notary Public, Muskegon County, Michigan

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

02/25/2019 11:10 AM

Parcel:	24-255-004-0012-00	Current Class:	401.401 RESIDENTIAL
Owner's Name:	LOVE JASPER R	Previous Class:	401.401 RESIDENTIAL
Property Address:	1874 JARMAN ST MUSKEGON, MI 49442	Gov. Unit:	24 CITY OF MUSKEGON
		MAP #	24-31-32-204-008
		School:	61010 MUSKEGON SCHOOLS
		Neighborhood:	R08.1 R08.1 MARSH FIELD GENERAL RES
Liber/Page:	4140/743	Created:	/ /
Split:	/ /	Active:	Active
Public Impr.:	Paved Road, Storm Sewer, Sidewalk, Water, Sewer, Electric, Gas, Curb		
Topography:	Level, Landscaped		
Mailing Address:	Description:		
LOVE JASPER R	CITY OF MUSKEGON		
932 E FOREST AVE	EAST LAWN SUB DIV OF BLKS 3-4 & 5		
MUSKEGON MI 49442	R P EASTONS 2ND SUB DIV		
	LOT 12 BLK 4		

Most Recent Sale Information

Sold on 10/29/2017 for 0 by BOUKAMP MARK.

Terms of Sale: OTHER

Liber/Page: 4140/743

Most Recent Permit Information

Permit PB180023 on 03/28/2018 for \$6,000 category Res. Add/Alter/Repair.

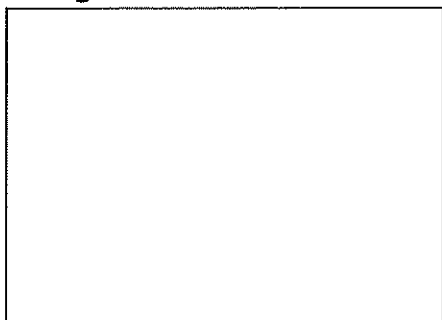
Physical Property Characteristics

2019 S.E.V.:	13,900	2019 Taxable:	10,547	Lot Dimensions:	
2018 S.E.V.:	14,500	2018 Taxable:	14,500	Acreage:	0.12
Zoning:	R-1	Land Value:	4,600	Frontage:	40.0
PRE:	0.000	Land Impr. Value:	259	Average Depth:	125.0

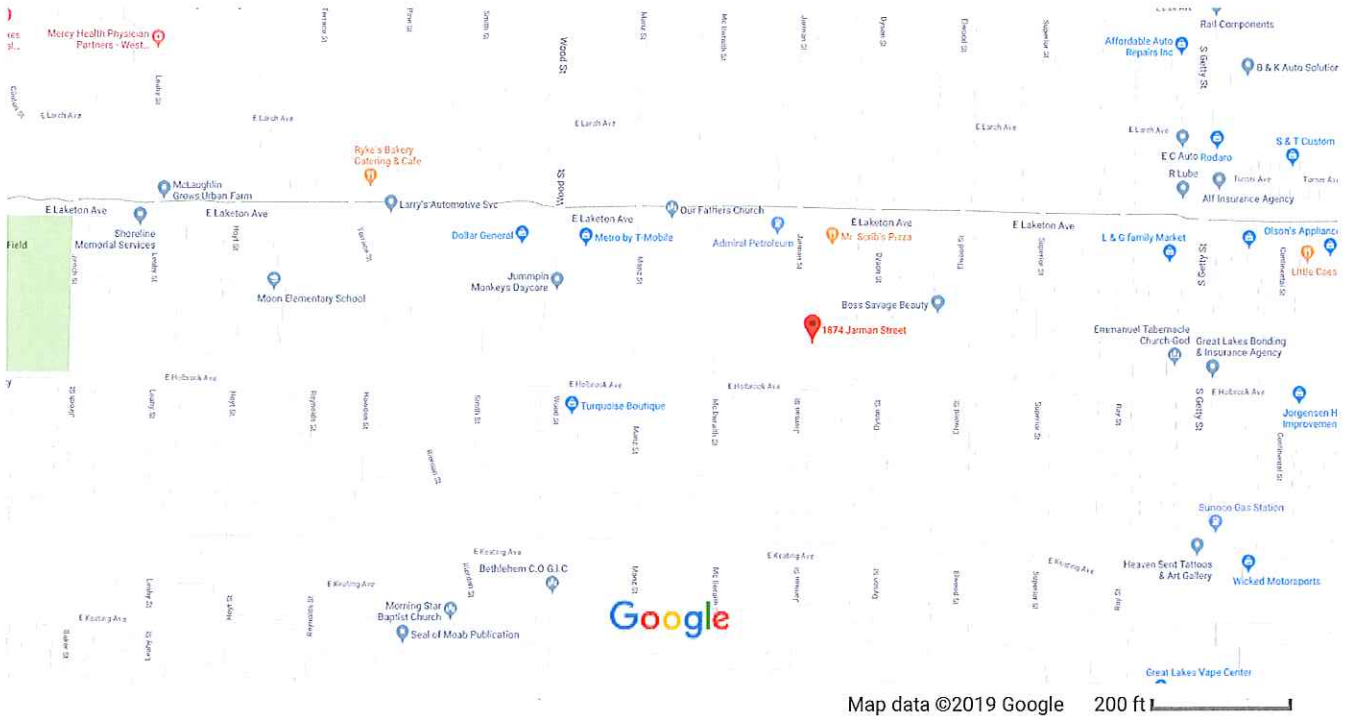
Improvement Data

of Residential Buildings: 1
Year Built: 1915
Occupancy: Single Family
Class: D+10
Style: 1+ STORY
Exterior: Aluminum
% Good (Physical): 34
Heating System: Forced Air w/o Ducts
Electric - Amps Service: 100
of Bedrooms: 2
Full Baths: 1 Half Baths: 0
Floor Area: 1,024
Ground Area: 1,024
Garage Area: 360
Basement Area: 864
Basement Walls:
Estimated TCV: 22,887

Image



Google Maps 1874 Jarman St



1874 Jarman St
Muskegon, MI 49442

CASE

EN1715554 – 1874 Jarman St

1.

Jasper Love
932 E. Forest Ave
Muskegon, MI 49442

Information:

A structure fire occurred on June 21, 2017. On arrival, fire crews found heavy fire & smoke conditions inside the 1-unit rental structure. Fire originated in the dining room area. The dining room and kitchen received heavy fire damage. Heavy smoke damage was noted throughout the entire home. The fire was intentionally set.

Complaint Notice:

A complaint notice was sent on October 5, 2017. The owner, Mark Boukamp called and advised he was working on selling the home "as is".

Notice & Order:

The Notice & Order was sent and posted on November 6, 2018.

A ten day notice was sent and posted on November 26, 2018.

All notices are sent First Class and Certified Mail and posted on the property in question.

Contact with New Owner:

December 6, 2018, ownership was transferred to Jasper Love. Jasper posted the required fire escrow funds with the City in the amount of \$11,762 .32. I explained to Jasper we would need a written plan of abatement and permits obtained in 30 days. January 16, 2018, Jasper applied for a building permit, but did not provide the written plan of abatement or payment for the permit.

February 19, 2018, a letter was sent to Jasper stating his plan of abatement must be submitted by February 26, 2018 to avoid the next HBA meeting.

March 3, 2018, the notice & order was sent to Jasper for the April HBA meeting.

March 20, 2018, Jasper submitted his plan of abatement.

March 22, 2018, Jasper's plan of abatement was approved and permits were issued.

September 24, 2018, the permit had expired. A progress inspection showed no change and no inspections were scheduled by Jasper.

Additional Information:

- This a 1 –story residential, 1-unit rental structure approx. 1,024 sqft.
- Property taxes are delinquent for the winter of 2017 and summer of 2018

- 2018 SEV \$14,500
- Staff estimates cost to repair at \$21,700
- Fire insurance escrow funds of \$11,762 .32 have been received.
- The home is located in the Marsh Field Neighborhood
- No enforcement actions since Jasper's ownership

FIRE INSPECTION REPORT

Owner BOUKAMP MARK
 4864 BROOKDALE DR
 MUSKEGON, MI 49441

Property Address: 1874 JARMAN ST
Parcel # 24-255-004-0012-00

Date completed: 7/6/17

DEFICIENCIES:

BUILDING:

1. Entire house need to be gutted to the structural studs and brought up to code to include; all new windows, doors, insulation and drywall

PLUMBING:

1. Piping is ok
2. Clean or replace fixtures.

MECHANICAL:

1. Verify furnace is in good working order
2. Clean or replace heat duct work

ELECTRICIAL:

1. Deficiencies Main level to be rewired to code
2. Smoke alarms to be installed to code
3. Wiring in basement to be certified safe and code compliant
4. Electric service to be certified safe and code compliant
5. All fixtures and devices to be replaced throughout

Ron Johnston, Building Inspector
 Bob Massey, Plumbing & Mechanical Inspector
 Ken Murar, Electrical Inspector

SECTION 116.3 Notice (UNSAFE STRUCTURES AND EQUIPMENT)

If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made

to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

PHOTOS of 1945 Reynolds St

