

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 11, 2020 @ 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:**
- ☐ **A. Success Story – Marquette Neighborhood-Enhanced Neighborhood Grant**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Nelson Neighborhood Market Donation Proposal** City Clerk
 - C. Mobile Food Vending Ordinance Updates** City Clerk
 - D. Rescue Mission Property Transfer** Development Services
 - E. 1601 Beach Lease Amendment** Development Services
 - F. Paid Beach Parking** Planning
 - G. Unruly Brewing Revolving Fund Application** Economic Development
 - H. Arena Change Order** City Manager
 - I. Arena Wall Padding** City Manager
 - J. MDEGLE Grant Agreement** City Manager
 - K. Amendment to Wireless Communication Support Facilities Ordinance**
SECOND READING Planning
 - L. Rezoning of 372 Morris Avenue - SECOND READING** Planning
 - M. 4th of July Fireworks** City Clerk
- ☐ **PUBLIC HEARINGS:**
- ☐ **UNFINISHED BUSINESS:**
- ☐ **NEW BUSINESS:**

A. Arena Related Agreements City Manager

☐ **ANY OTHER BUSINESS:**

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

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: February 11, 2020

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

Work Session:

1. We will hear a presentation from MATS leadership regarding proposed changes to service. I have had a chance to review these with county leadership. At the end of the day, it will come down to cost and if/how it is funded. Our system is unique in that two of the cities (Muskegon and Muskegon Heights) have residents with greater need for service, but many of the commercial amenities that they need to visit via public transit are in the outlying areas (like the mall or Walmart and Meijer, which are collectively located in Fruitport, Norton Shores, and Roosevelt Park). It will make it very difficult to identify a “fair” way for local units of government to fund the service from their general funds. At the same time, the County is not in a financial position to cover all of those costs without dramatically reducing routes/service. I think we are going to find that this is a very expensive service for a relatively small user group. That doesn’t mean that it should not be funded, but we should look closely at how robust the service should be in light of the costs/benefits.
2. Mike Franzak will be in attendance to present the final beach parking plan. Once Commissioners determine that they would like to move forward with the preferred vendor, staff will then draft an ordinance amendment that would allow for the parking fees to be implemented. We do feel comfortable that the program can be implemented by Memorial Day.
3. Leo Evans will be in attendance to give an update on the Lead Service Line replacement requirements from the State of Michigan. One key piece of information that we learned over the past few weeks is that we must fund this program with usage fees. We cannot use special assessments. This is unfortunate to us as it shifts the cost to bill-payer vs the home owner – this is important in situations where a home is rented and the tenant pays the water bill. We will be requesting a departure from the current replacement schedule. The state-imposed schedule would require us to raise about \$3 Million annually from rate

payers for the next 20 years. We would like to stretch that to 80 years – costing only \$750,000 annually. My guess is that we'll likely not be authorized to stretch the program to 80+ years, but could see the program stretched to 40-60 years. Of note, we do not have a significant amount of known lead issue that can be substantiated directly to the service line network.

4. City Clerk will be presenting an update to the Mobile Food Vending Ordinance. The proposed change was triggered after a complaint was received about a food truck in the Lakeside Business District. Staff feels that this review will result in a better program city-wide.
5. Jake Eckholm will be in attendance to present the Economic Development Department's Multi Family Housing Study.
6. Jake Eckholm will be in attendance to discuss three pending requests to access the City's revolving loan fund. We would like to move forward with one request at the regular session and the other two at a meeting later this month.
7. Staff would like to discuss the opportunity and options to move additional development through on land adjacent to the Shoreline Inn.

Regular Session:

1. Under Honors/Awards:
 - a. Recognition of the hard work of Marquette Neighborhood Enhancement Grant team that worked to paint more than 100 fire hydrants in their neighborhood.
2. 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 donation proposal from Nelson Neighborhood.
 - c. Approval of updates to the mobile food vending ordinance.
 - d. Approval of the transfer of property to the Muskegon Rescue Mission for their proposed expansion.
 - e. Approval of an amendment to the lease agreement with The Deck restaurant at Pere Marquette Park to accommodate their expansion.
 - f. Approval of the vendor for payment kiosks at Pere Marquette Park and various launch ramps.
 - g. Approval of revolving loan fund application with Unruly Brewing.
 - h. Approval of the change order for Mercy Health Arena Restroom Renovations
 - i. Approval of purchase of arena dasher board padding to accommodate West Michigan Ironmen.
 - j. Approve of MDEGLE Grant Agreement related to environmental remediation at the Convention Center site.

- k. Approval of an amendment to the Wireless Communication Support Facilities ordinance to allow for a new tower to be installed at central fire station to accommodate Muskegon Central Dispatch's conversion to 800 MHz. This is a second reading.
 - l. Approval of the rezoning of 372 Morris Ave to accommodate the Foundry Square Development. Foundry Square is expected to be a mixed-use development that includes a hotel, family fun center, residential opportunities, offices, and retail over multiple phases. For perspective, this property is the large parking lot on Morris Street adjacent to the Social Security Administration building. This is a second reading.
3. Under the New Business, we are asking the Commission to consider the following:
- a. Approval of the First Amendment to the Naming Rights and Sponsorship Agreement with Mercy Health, and the Third Amendment to the Shared Use Agreement with WC Hockey.

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

Frank



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2020	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the January 28, 2020 regular meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 28, 2020 @ 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, January 28, 2020, Pastor Wally Reames, Central Assembly, opened the meeting with a 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, Commissioners Ken Johnson, Dan Rinsema-Sybenga, Willie German, Jr., Teresa Emory, and Michael Ramsey, City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Vice Mayor Eric Hood

HONORS AND AWARDS:

A. Success Story – Home Buyers Assistance Program

LeighAnn Mikesell, Development Services Director, gave an update regarding the Homebuyers Assistance Grant Program. This program has been in place for five years and is overseen by the Community and Neighborhood Services Office. The program has assisted 68 households so far.

PUBLIC COMMENT ON AGENDA ITEMS: No public comments were received.

2020-07 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the January 13, 2020 Worksession meeting and the January 14, 2020 regular meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Special Event Liquor Licenses – 2020 City Clerk

SUMMARY OF REQUEST: The Muskegon City Clerk's Office is organizing several events for 2020 and is seeking City Commission approval to apply for a special liquor license for beer, wine, and spirit service for the following events:

June 19 & 20, 2020 – Taste of Muskegon at Hackley Park

June 10, July 15, and August 19, 2020 – Food Truck Rallies at the Muskegon Farmers Market

September 10, 2020 – Farm-to-Table Dinner at the Muskegon Farmers Market

Fees are \$50 for each application.

STAFF RECOMMENDATION: To authorize the City Clerk's Office to apply for special liquor licenses for 2020 events.

D. Amendment to Wireless Communication Support Facilities Ordinance
Planning

SUMMARY OF REQUEST: Request to amend Section 2321 of the Zoning Ordinance to allow Wireless Communication Support Facilities as a special use permitted in the overlay district at 770 Terrace Street.

The current ordinance only allows for these types of facilities in six locations around the City. The Commission recently amended the ordinance last year to allow for them at Marsh Field and the Filtration Plant. This new location would be behind the Central Fire Station and would only include a monopole for emergency communications. The Planning Commission unanimously recommended approval at their January 16 meeting. They also voted in favor of the special use permit for the monopole, contingent upon approval of this amendment by the City Commission.

STAFF RECOMMENDATION: To approve the request to amend Section 2321 of the Zoning Ordinance to allow Wireless Communication Support Facilities as a special use permitted in the overlay district at 770 Terrace Street.

SECOND READING REQUIRED

F. Railroad Crossing Agreement Public Works

SUMMARY OF REQUEST: Authorize the DPW Director to sign the agreement with CSX for two (2) new water main crossings and abandoning one (1) water main crossing of the railroad easement to provide service for Hartshorn Village.

The water main crossings are required to serve the planned Hartshorn Village development along West Western Avenue. The license fees and installation costs will be paid by the developer. City will retain ownership and future responsibility for the water mains.

STAFF RECOMMENDATION: Authorize the DPW Director to sign the agreement with CSX for the water main crossings at Hartshorn Village.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to accept the consent agenda as presented, except items C, E, and G.

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

Nays: None

MOTION PASSES

2020-08 ITEMS REMOVED FROM CONSENT AGENDA:

C. 2020 User Fee Update Finance

SUMMARY OF REQUEST: City Departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution.

The fees that have been adjusted are as follows and are reflected in the attached Master Fee Schedule.

- Cemetery fees have been adjusted
- Passport fees have been adjusted by the Federal Government
- New Wedding Reservation Fees have been added
- Engineering has adjusted several fees
- Marina (slip fees have been increased)
- Treasurer's Office has increased the NSF fee
- Planning has increased the fees for tax incentive applications

STAFF RECOMMENDATION: Approval of the 2020 Master Fee Resolution.

Motion by Commissioner Johnson, second by Commissioner German, to approve the 2020 Master Fee Resolution with a correction to line 47, under comments, to read "If more than 1 hour past scheduled burial time."

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

Nays: None

MOTION PASSES

E. Rezoning of 372 Morris Avenue Planning

SUMMARY OF REQUEST: Staff initiated request to rezone the property at 372 Morris Avenue from Form Based Code, Downtown to Form Based Code, Mainstreet.

The Planning Commission unanimously recommended approval at their January 16, 2020 meeting.

STAFF RECOMMENDATION: To approve the request to rezone the property at 372 Morris Avenue from Form Based Code, Downtown to Form Based Code, Mainstreet.

Motion by Commissioner German, second by Commissioner Johnson, to approve the request to rezone the property at 372 Morris Avenue from Form Based Code, Downtown to Form Based Code, Mainstreet.

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

Nays: None

MOTION PASSES

SECOND READING REQUIRED

G. Water Filtration Plant – PM Agreement

Public Works

SUMMARY OF REQUEST: The communication tower is needed to install communications equipment at the Water Filtration Plant. This will improve the existing communications for remote operations via radio, telephone and internet services by having a direct line of sight from the Filtration Plant to the City Hall.

City of Muskegon would like to enter into an agreement with Maralat Communications LLC to retain the project management services to oversee the construction of communications tower. The services include getting all prerequisite work performed that is necessary for obtaining permits, obtaining services to design and build the tower at the Filtration Plant. The contract has been reviewed by legal counsel. There will be additional contracts provided for the construction costs once bids are obtained.

STAFF RECOMMENDATION: Authorize staff to sign the agreement with Maralat Communications, LLC.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to authorize staff to sign the agreement with Maralat Communications, LLC.

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

Nays: None

MOTION PASSES

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

ADJOURNMENT: The City Commission meeting adjourned at 6:24 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 11, 2020	Title: Nelson Neighborhood Market Donation Proposal
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: The Muskegon Farmers Market received a donation proposal from the Nelson Neighborhood Association. The Association is proposing 5 annual donations of \$1,000 beginning April 1, 2020. They will install and maintain a sign promoting the efforts of the Nelson Neighborhood Association, at their own expense. This would be treated as a Branch-level Friend of the Market Sponsorship for the five years of the commitment.	
Detailed Summary:	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To accept the proposed Friend of the Market annual sponsorship of \$1,000 each year, for five years, from the Nelson Neighborhood Association.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



January 22, 2020

Michelle Primmer
Muskegon Farmers Market
242 West Western
Muskegon, Michigan 49440

Hi Michelle,

Thank you for taking the time to meet on Saturday to discuss Nelson Neighborhood's support of the Muskegon Farmers Market.

Muskegon Farmers Market and Nelson Neighborhood

Muskegon Farmers Market is a crown jewel of the Nelson Neighborhood. Its extraordinary success is a testament to the work of you and your team. Your efforts have enabled thousands to witness the renewal and rejuvenation of our community.

For our part, the Nelson Neighborhood Improvement Association has worked for decades to assure that our community is the best possible home for all of our residents, businesses, and institutions. We have been at the forefront of campaigns addressing neighborhood beautification, resident safety, blight fight, support of educational institutions, and many others.

To support these efforts, NNIA strives to increase resident and business participation in our organization. Just last year, we conducted door-to-door membership drives resulting in the distribution of over 4000 informational flyers throughout Nelson. It was a great success, convincing more of our neighbors to work to help their neighbors.

NNIA Market Donation Proposal

We believe that an enhanced partnership between our organizations will be mutually beneficial. Our proposal will provide the Muskegon Farmers Market additional funds with which to serve the public and your vendors - while increasing community support for NNIA.

Specifically, NNIA proposes making (5) annual donations of \$1000 to Muskegon Farmers Market beginning on April 15, 2020.

Michelle, your team will have complete authority as to the expenditure of these funds. Still, NNIA respectfully suggests that this money supplement the main-stage entertainment offerings. Whether used as small stipends to local performers or as larger payments to one or two well-known acts, the additional funds might eventually help the Market Stage attract crowds comparable to those visiting the vendor stalls - as is now the case in several US cities.

We would ask that our donations qualify NNIA as a Branch Level Sponsor for CY20-CY24.

With our designation as a Branch Level Sponsor, our organization will install and maintain a sign above the market stage throughout those five years. This sign will promote the efforts of (and membership in) Nelson Neighborhood.

All costs for the design, construction, and installation of the sign will be the responsibility of NNIA. These costs will not reduce our annual donations to the Muskegon Farmers Market.

As we move forward, we would be happy to share our design concepts for the layout of the sign to be sure that it is acceptable to you and your team.

Thank you again for your help with this project. We all look forward to working with you going forward.

A handwritten signature in black ink, appearing to read "Nick Kroes". The signature is fluid and cursive, with the first name "Nick" and last name "Kroes" clearly distinguishable.

Nick Kroes
(231)769-2345
nick.kroes@gmail.com

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 02/11/2020	Title: Mobile Food Vending Ordinance Updates
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Interest in operating food trucks in the City has increased since the initial passage of the Mobile Food Vending Ordinance in 2014. Staff has identified some language updates to more effectively regulate mobile food vendors and areas they operate.	
Detailed Summary: The proposed amendments and new sections are marked in red on the attached draft ordinance. There has also been interest expressed to staff that the allowable areas should be expanded to include all commercial corridors. A draft resolution is included to expand the allowable areas.	
Amount Requested: None	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To amend Sections 50-303 and 50-304 and adopt Sections 50-305 and 50-306 of the Code of Ordinances of the City of Muskegon and adopt the resolution for mobile food vending areas.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

City of Muskegon

Resolution

Mobile Food Vending Areas

2020-

WHEREAS; Chapter 50-304(a) of the Mobile Food Vending Ordinance states the City Commission shall by resolution identify areas where parking by mobile food vehicles/trailers/stands is permitted;

WHEREAS; the City Commission previously resolved that applications for mobile food vending will be considered in the following areas: Sherman Blvd, Henry St, Apple Avenue, Laketon Avenue, Getty Street as well as areas in the downtown area as defined by the DDA map, business district, and industrial parks.

NOW THEREFORE BE IT RESOLVED, Applications for Mobile Food Vending will be considered in all commercial corridors and industrial parks.

Adopted this 11th day of February 2020.

Ann Meisch
City Clerk

**City of Muskegon
Muskegon, Michigan
Ordinance No. ____**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Mobile Food Vending Ordinance.

Chapter 50, Article VIII, Mobile Food Vending Ordinance, Sections 50-303 through 50-306, of the Code of Ordinances of the City of Muskegon is amended and adopted as follows:

Sec. 50-303. License required.

- (a) It shall be unlawful for any person, including any religious, charitable or nonprofit organization, to operate within the city a mobile food vehicle/trailer/stand without having obtained from the city clerk a license for that purpose.
- (b) A person desiring to operate a mobile food vehicle/trailer/stand shall make written application for such license to the city clerk. The application for a license shall be on forms provided by the city clerk.
- (c) Proof of insurance in the amount of \$1,000,000.00 naming the city as additional insured must be provided.
- ~~(d)~~ All vendors receiving a license under this article shall pay the ~~monthly~~ annual fee as set by the fee resolution.
- ~~(d)~~(e) All vendors shall receive written consent of fire safety compliance from the Muskegon Fire Department.
- ~~(f)~~ A license is valid for one vehicle/trailer/stand only, shall be prominently displayed, and shall not be transferred between -vehicles.
- ~~(e)~~(g) A license obtained under this Chapter shall not relieve any vendor of the responsibility for obtaining any other permit or license or authorization required by any other ordinance, statute or administrative rule.

Sec. 50-304. Regulations.

- (a) No operator of a mobile food vehicle/trailer/stand shall park, stand or move a vehicle and conduct business within areas of the city where the license holder has not been authorized to operate. The city commission shall by resolution identify those ~~streets and public~~ areas where parking by mobile food vehicles/trailers/stands is permitted.
- (b) The customer service area for mobile food vehicles/trailers/stands shall be on the side of the truck that faces a curb, lawn or sidewalk when parked on a street or right-of-way. No food service shall be provided on the driving lane side of the vehicle/trailer/stand when parked on a street or right-of-way. No food shall be prepared, sold, or displayed outside of mobile food

vehicles/trailers/ stands when located on a city street or right-of-way.

- (c) No mobile food stand may be larger than ten feet by ten feet nor more than 75 square feet in size. A five foot clearance must be maintained on all sides of the stand within the maximum space allotted.
- (d) Customers shall be provided with single service articles such as plastic utensils and paper plates and a waste container for their disposal. All mobile food vehicle vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles/trailers/stands shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed.
- (e) No mobile food vehicle/trailer/stand shall make or cause to be made any unreasonable or excessive noise. The operation of all mobile food vehicles/trailers/stands shall meet the city noise ordinance, including generators. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.
- (f) Signage is only allowed when placed on mobile food vehicles/trailers/stands. No separate freestanding signs are permitted on city streets, right-of-ways, or city-owned property.
Signage on private property shall comply with the Zoning Ordinance.
- (g) No flashing or blinking lights, or strobe lights are allowed on mobile food vehicles/trailers/stands or related signage when the vehicle/trailer/ stand is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque, hood shields to direct the illumination downward.
- (h) Mobile food vehicles/trailers/stands when parked on public streets shall be parked in conformance with all applicable parking restrictions, and shall not hinder the lawful parking or operation of other vehicles.
- (i) Unless granted approval under 50-304(j), a ~~A~~ mobile food vehicle/trailer/stand shall ~~not be parked on the street removed~~ between the hours of 3:00 a.m. and 6:00 a.m. and shall not be ~~or~~ left unattended and unsecured at any time. Any mobile food vehicle/trailer/ stand found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.
- ~~(j)~~(j) A mobile food vehicle/trailer/stand that will provide food service each day of the week for at least three hours may request approval from the City Clerk to be exempt from the removal requirements. If daily food service ceases, approval shall be considered revoked. This subsection only applies when operating on private property in approved commercial corridors.
- ~~(j)~~(k) A vendor shall not operate within 1,000 feet of any city approved special event, farmer's market, or leased park, unless the vendor has obtained permission from the event sponsor and or lessee. This license also does not allow for the sale of goods or services at any city-

owned park/facility or farmer's market without a permit from the city.

~~(k)~~(l) The issuance of a mobile food vehicle/trailer/ stand license does not grant or entitle the vendor to the exclusive use of any service route or park-ing space to the license holder.

~~(h)~~(m) A vendor shall not operate on private prop-erty without first obtaining written consent to operate from the affected private property owner. A private property owner shall not permit park-ing by a mobile food vehicle/trailer/stand until a license has been obtained to allow for such use.

~~(m)~~(n) -No mobile food vehicle/trailer/stand shall use external signage, bollards, seating or other equipment not contained within the vehicle when parked on city streets or right-of-ways. When extended, awnings for mobile food vehicles/trailer/ stand shall have a minimum clearance of seven feet between the ground level and the lowest point of the awning or support structure.

~~(n)~~(o) Any power required for the mobile food vehicle/trailer/stand located on a public way shall be self-contained and a mobile food vehicle/trailer/ stand shall not use utilities drawn from the public right-of-way. Mobile food vehicles/trailers/stands on private property may use electrical power from the property being occupied or an adjacent prop-erty, but only when the property owner provides written consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any city street, alley sidewalk, or right-of-way.

~~(o)~~(p) Mobile food vehicles/trailers/stands shall not be parked within ~~50~~ 100 feet of an existing brick and mortar restaurant or their parking lot during the hours when such restaurant is open to the public for business, or closer than 50 feet from another approved mobile food vehicle/trailer/stand unless the vendor has obtained permission from the restaurant or mobile food vehicle/trailer/stand.

Sec. 50-305. Revocation.

(a) The City Clerk may revoke the permit of any vendor who fails to meet any requirement of this Chapter or violates any other federal, state or local law, makes a false statement on their application, or takes part in any activity adverse to the protection of the public health, safety and welfare.

(b) Immediately upon such revocation, the City Clerk shall provide written notice to the vendor by certified mail to their place of Business or residence as indicated on the application. Immediately upon such revocation the permit shall become null and void.

Sec. 50-306. Complaints and Appeals.

(a) If a written complaint is filed with the City Clerk alleging that a vendor has violated the provisions of this Chapter, the City Clerk shall promptly send a copy of the written complaint to the vendor together with a notice that an investigation will be made as to the

truthfulness of the complaint. During the investigation, the vendor shall be invited to respond to the complaint, present evidence and respond to any evidence discovered during the investigation. If the City Clerk, after reviewing all relevant material, finds the complaint is supported by a preponderance of the evidence, the City Clerk shall certify the complaint.

(b) If a license is denied or revoked by the City Clerk, the vendor may appeal to and have a hearing before the City Manager. Within 30 days, the City Manager shall make a written determination, after presentation by the vendor and the City Clerk as to whether or not the grounds for denial, revocation or complaint are valid. If the City Manager determines that such grounds are supported by a preponderance of the evidence, the action of the City Clerk or filing of the complaint shall be sustained. The applicant or licensee may then appeal the City Manager's decision to a court of competent jurisdiction.

Absent: None
Adoption Date:
Effective Date:
First Reading:
Second Reading:

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC, Its 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 ___ day of _____, 2020, 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: _____, 2020

Ann Marie Meisch, MMC
Clerk, City of Muskegon

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

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 2/11/2020	Title: Rescue Mission Property Transfer
Submitted By: LeighAnn Mikesell	Department: Development Services
Brief Summary: Staff is seeking approval of a quit claim deed to transfer property at 1747 7 th Street to the Muskegon Rescue Mission.	
Detailed Summary: The Muskegon Rescue Mission would like to acquire remaining vacant land behind the men's shelter for expansion of the services they offer in our community. The concept includes a community resource center, a job training facility, and family housing. The rescue mission will be responsible to record the deed and obtain title insurance, a property survey, environmental review, and soils investigation. Closing costs will be split between the parties. Staff has prepared a quit claim deed to transfer the property to the MRM and request your approval of the property transfer. The Planning Department will continue to work with MRM on the development of the site plan.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the transfer of property at 1747 7 th Street to the Muskegon Rescue Mission and authorize the mayor and clerk to sign the quit claim deed.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

QUIT-CLAIM DEED

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

QUIT CLAIMS to **MUSKEGON RESCUE MISSION**, a Michigan Non-Profit Corporation, of 1691 Peck Street, Muskegon, Michigan 49441,

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

CITY OF MUSKEGON REVISED PLAT OF 1903 PART OF BLOCKS 450 460 & LARCH AVENUE VACATED COMMENCING AT NORTHEAST CORNER BLOCK 460 FOR POINT OF BEGINNING THENCE NORTH 45.95 FEET THENCE WEST 186.7 FEET THENCE NORTH 64.3 FEET THENCE WEST 13.25 FEET THENCE NORTH 2.15 FEET THENCE WEST 148.72 FEET TO WEST LINE BLOCK 450 AT A POINT 303.27 FEET SOUTH OF NORTHWEST CORNER SAID BLOCK THENCE SOUTH TO NORTH LINE GRAND TRUNK RAIL ROAD RIGHT-OF-WAY THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY TO EAST LINE BLOCK 460 THENCE NORTH TO POINT OF BEGINNING.

for the sum of One dollar (\$1.00)

PROVIDED, HOWEVER, Grantee, or its assigns, shall obtain issued building permits for construction within the premises herein conveyed within twenty-seven (27) months after the date hereof. In default of such issued building permits, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor. These covenants and conditions shall run with the land.

Subject to any easements, use, conditions and provisions of record, if any.

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

Dated this _____ day of _____, 2020.

Signed in the presence of:

CITY OF MUSKEGON

By _____
Stephen J. Gawron, Its Mayor

and _____
Ann Marie Meisch, MMC, Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Signed and sworn to before me in Muskegon County, Michigan, on _____, 2020, by STEPHEN J. GAWRON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Hope Mitchell
City of Muskegon
933 Terrace St Rm 202
Muskegon, MI 49440
Telephone: (231) 724-6760

_____, Notary Public
Acting in the County of _____,
_____ County, MI
My Comm. Expires: _____

WHEN RECORDED RETURN TO: GRANTEE

SEND SUBSEQUENT TAX BILLS TO: GRANTEE



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2020	Title: 1601 Beach Lease Amendment
Submitted By: LeighAnn Mikesell	Department: Development Services
Brief Summary: Staff is requesting approval of an amendment to the existing lease and option agreements with 1601 Beach LLC to extend the boundary of the land being leased for The Deck at Pere Marquette Park and to modify the area to which 1601 Beach LLC has an option and first right of refusal to develop, lease, or purchase.	
Detailed Summary: The owners of 1601 Beach LLC are planning an expansion to their restaurant, The Deck. The expansion is south of the existing building and will include a patio and additional bar space to accommodate more patrons. In order to proceed with the expansion, the lease agreement needs to be modified to account for the additional land associated with the expansion. The city took the opportunity to clarify the option area with the owners and make requested adjustments.	
Amount Requested: None	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the amendment to the lease and option agreement with 1601 Beach LLC at Pere Marquette Park and authorize the mayor and clerk to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("Amendment") is entered into by and between **City of Muskegon** ("City"), a Michigan municipal corporation, and **1601 Beach, LLC**, a Michigan limited liability company ("LLC").

RECITALS

A. The City, as ground lessor, and LLC, as ground lessee (referred to in such Lease as "Harris"), are party to that certain Ground Lease dated December 10, 2013 (the "Lease"), pursuant to which LLC currently leases the real property located in the City of Muskegon, County of Muskegon, Michigan, commonly referred to as 1601 Beach Street, Muskegon, Michigan (Parcel No. 61-24-205-739-0001-20), which is referred to as the "Premises" in the Lease. LLC owns the building, physical improvements, equipment and fixtures located at the Premises, and operates a restaurant business at the Premises commonly known as "The Deck".

B. LLC now desires to expand its restaurant operations and make additional physical improvements, alterations, and additions to the building and surrounding property, substantially in accordance with the plans attached to this Amendment as **Exhibit A** and with those plans prepared by Concept Design Studios, Inc. (Project #0791-19) dated October 28, 2019 (together, the "Expansion").

C. In order to complete the proposed Expansion, the LLC needs to lease additional land adjacent to the Premises from the City, such that the total area leased from the City shall be that area depicted on the attached **Exhibit B** and legally described on the attached **Exhibit B-1** (the "Expanded Premises"), which shall be all of the property commonly known as 1601 Beach Street, Muskegon, Michigan (Parcel No. 61-24-205-739-0001-20), and a portion of the parcel of real property commonly known as 1651 Beach Street, Muskegon, Michigan (Parcel No. 61-24-205-734-0001-00).

D. The City and LLC now wish to amend the Lease to expand the land leased to LLC to include all of the Expanded Premises. Capitalized terms not defined herein shall have the meanings of capitalized terms in the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and LLC agree the Lease is amended as follows:

1. **Expansion of Leased Premises.** The Lease is hereby amended to provide that as of the Effective Date of this Amendment, the Premises leased by the City to LLC pursuant to the Lease shall instead be the Expanded Premises as depicted on Exhibit B hereto and described on Exhibit B-1 hereto. All references to the "Premises" and the "leased premises" in the Lease shall hereafter refer to the "Expanded Premises", and Exhibit B and Exhibit B-1 to this Amendment shall replace Exhibit A to the Lease. There shall be no increase or other change to the rent charged to LLC under the Lease.

2. **Use of Expanded Premises.** The Expansion proposed by LLC, including all alterations, structural changes, and additional structures and improvements to the Expanded Premises and buildings thereon, is approved by the City, provided that LLC will comply with all laws, local ordinances, and lawful police and health regulations applicable to the use of the Expanded Premises. The additional buildings, structures and all fixtures, partitions, equipment, trade fixtures, alterations, improvements, or changes installed by LLC shall be and remain owned by LLC, subject to the terms set forth in the last paragraph of Section 7 of the Lease. The City will put LLC into possession of the Expanded Premises for the full term of the Lease, together with any renewal options.

In addition to the use of the Expanded Premises, the Lease is hereby amended to provide that LLC will also have the non-exclusive use of the land between the above-described Expanded Premises and Beach Street, throughout which LLC shall be permitted to make such landscaping alterations, improvements, and additions from time to time as it reasonably desires, subject to any necessary City approval and/or any required permits.

3. **Real Estate Taxes.** Pursuant to Section 12 of the Lease, LLC is responsible for paying all real estate taxes and assessments, both general and special, imposed by federal, state or local governmental authority, or any other taxing authority having jurisdiction over the Premises, against the land, buildings and all other improvements. LLC shall continue to be responsible for payment of all real estate taxes and assessments imposed against the Expanded Premises; provided, however, LLC shall only be responsible for payment of a pro rata portion of any real estate taxes and assessments imposed against 1651 Beach Street (Parcel No. 61-24-205-734-0001-00) and the buildings and improvements thereon, with such pro rata portion equal to the portion (in square feet) of 1651 Beach Street included in the Expanded Premises and actually leased by LLC, divided by the total area (in square feet) of 1651 Beach Street, as reasonably determined by the parties.

4. **Ownership.** By execution of this Amendment, the City hereby consents to and approves the prior transfer of ownership interest in LLC.

5. **Full Force and Effect.** This Amendment shall become effective as of the date on which both parties have executed this Amendment as set forth below ("Effective Date"). Except as specifically modified by this Amendment, the Lease is unmodified and shall continue in full force and effect.

6. **Counterparts.** This Amendment may be signed in one or more counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures on this Amendment and each of the counterparts were on the same instrument. Electronic copies and signatures sent in PDF format shall be treated as originals.

The parties hereto have duly executed this Amendment to be effective as of the Effective Date.

LESSOR: City of Muskegon

LESSEE: 1601 Beach, LLC

Name: _____
Title: _____
Date: _____

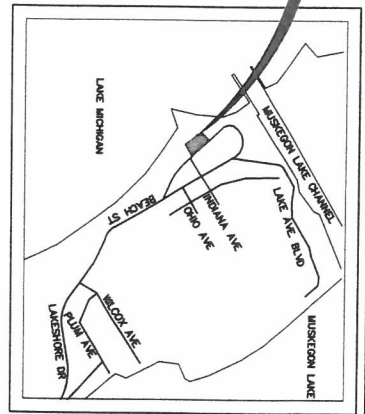
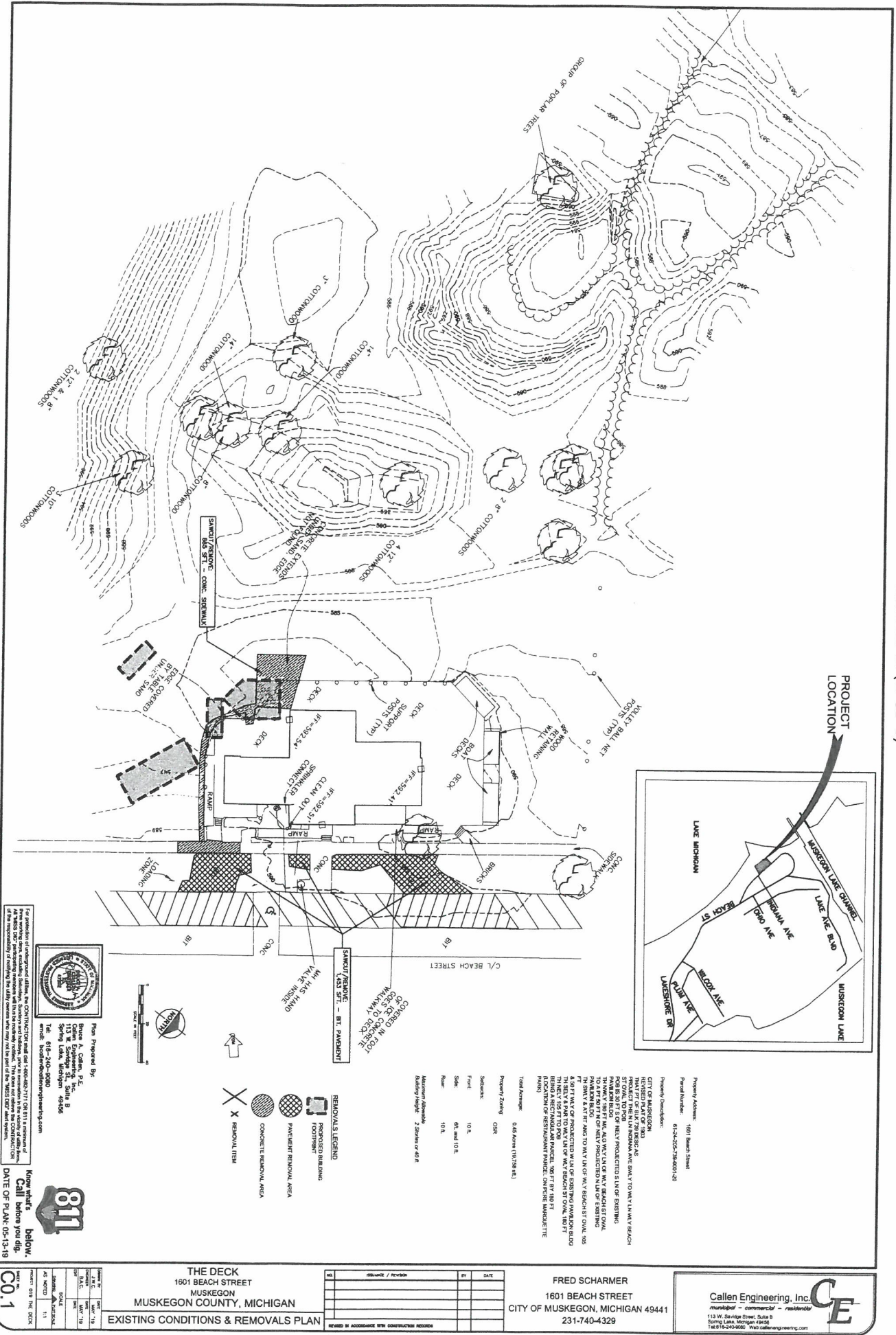
Name: Fred Scharmer
Title: Manager
Date: _____

Name: _____
Title: _____
Date: _____

[First Amendment to Lease]

Exhibit A

Proposed Expansion Plans



Property Address: 1601 Beach Street
Project Number: 813-240-4329
City of Muskegon: 113 W. State St., Suite B, Spring Lake, Michigan 49456
Phone: 231-740-4329
Website: www.callen-engineering.com

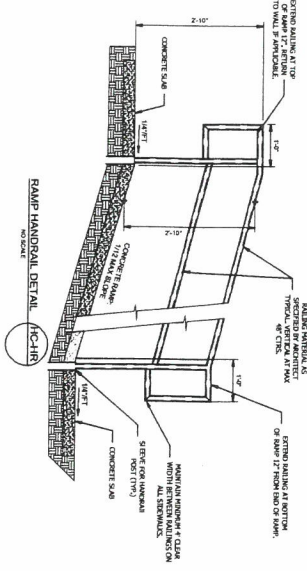
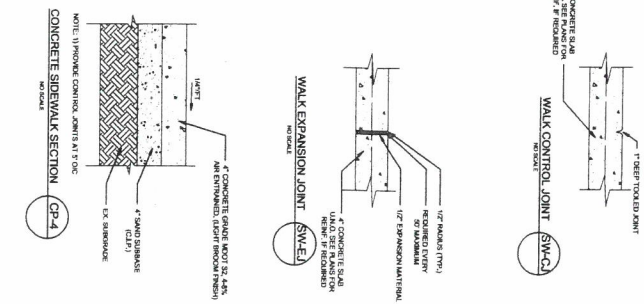
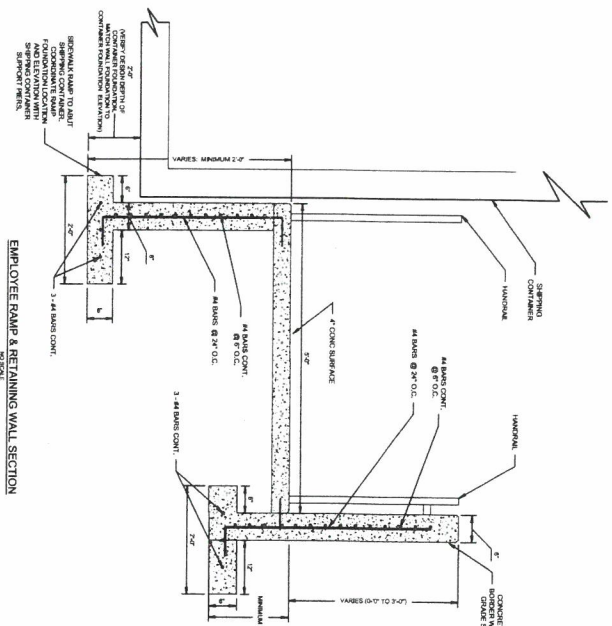
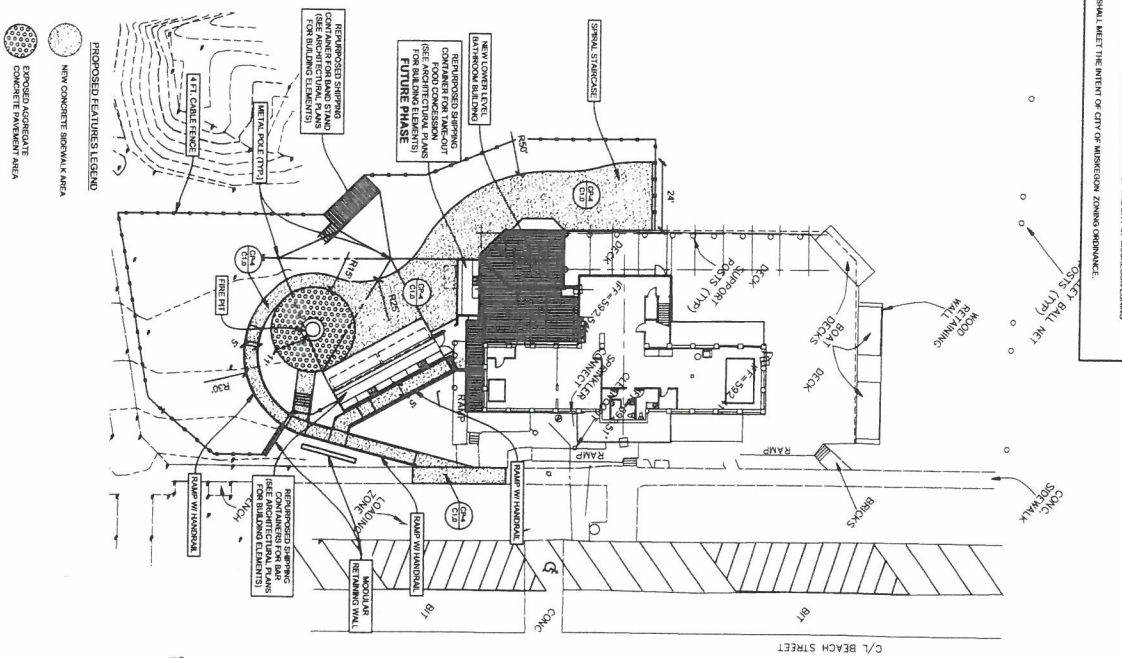
FRED SCHARMER
 1601 BEACH STREET
 CITY OF MUSKEGON, MICHIGAN 49441
 231-740-4329

Callen Engineering, Inc.
 113 W. State St., Suite B
 Spring Lake, Michigan 49456
 Tel: 231-740-4329

THE DECK
 1601 BEACH STREET
 MUSKEGON
 MUSKEGON COUNTY, MICHIGAN
EXISTING CONDITIONS & REMOVALS PLAN

DATE OF PLAN: 05-13-19
Scale: 1 inch = 10 feet
North Arrow: (indicated by a north arrow symbol)

1. PRODUCT INCLUDES CONSTRUCTION OF A DECK, ADDITION, BAR, OUTDOOR VENUE, FISHING, UTILITIES, AND LANDSCAPING.
2. ACCESS TO THE DEVELOPMENT SHALL BE VIA THE EXISTING CARBURY ON BEACH STREET.
3. PROPOSED SITE LIGHTING SHALL CONSIST OF POLE-MOUNTED FIXTURES, DIRECTED TO ILLUMINATE PROPERTY LIMITS, MEETING THE REQUIREMENTS OF APPLICABLE SECTIONS OF THE CITY OF MONROVIA ZONING ORDINANCE.
4. LANDSCAPING AND SIGNEERING SHALL MEET THE INTENT OF CITY OF MONROVIA ZONING ORDINANCE.



Plan Prepared By:
Bruce A. Collam, P.E.
Collam Engineering, Inc.
1113 W. Sandage St., Suite B
Spring Lake, Michigan 49456
Tel: 616-240-9080
Email: bcollam@collamengineering.com

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All NUSS DGC participating members will trust be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "NUSS DGC" alert system.

811
Know what's below.
Call before you dig. DATE OF PLAN: 05-13-11

THE DECK
1601 BEACH STREET
MUSKEGON
MUSKEGON COUNTY, MICHIGAN
SITE PLAN

FRED SCHARMER
1601 BEACH STREET
CITY OF MUSKEGON, MICHIGAN 49441
231-740-4329

Callen Engineering, Inc. **CE**
municipal - commercial - residential
113 W. Saratoga Street, Suite B
Spring Lake, Michigan 49456

ORDERED BY	DATE	ORDERED BY	DATE
JWC	MAY '19	JWC	MAY '19
ENGINEER	DATE	ENGINEER	DATE
BAC	AUG '19	BAC	AUG '19
DATE	DATE	DATE	DATE
BAC	AUG '19	BAC	AUG '19

SCALE

AS NOTED

PROJECT 019 THE DOCK

SHEET NO.

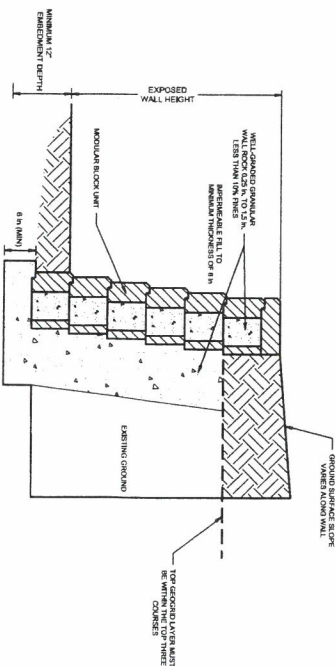
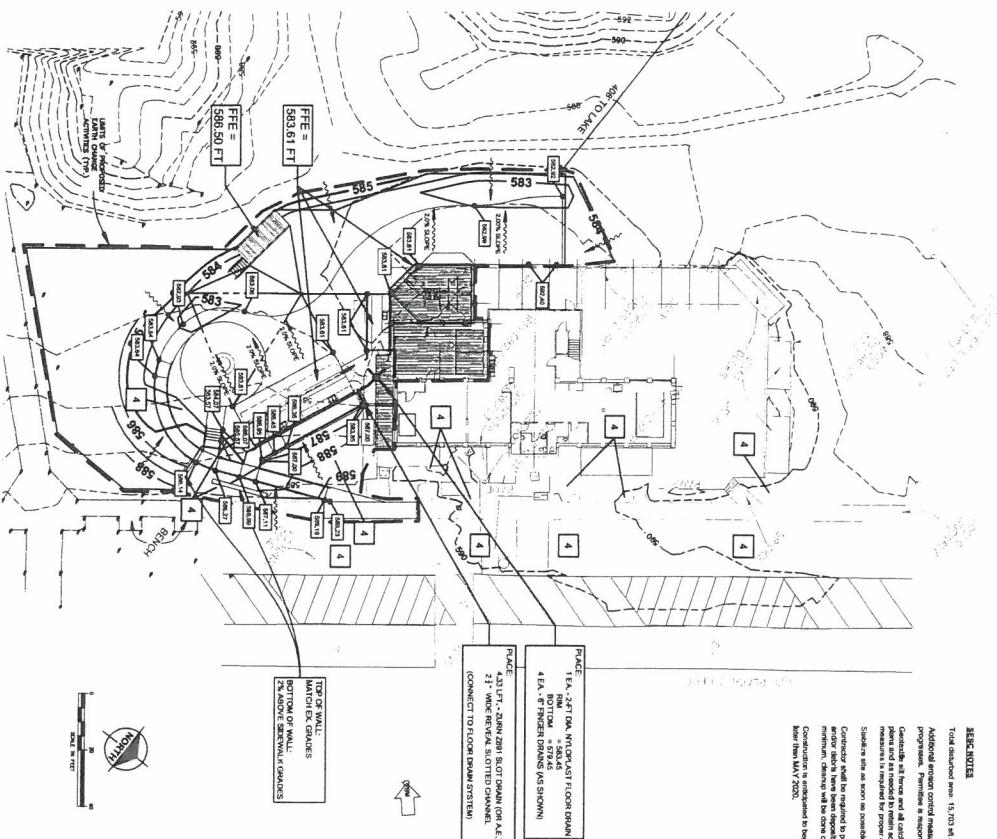
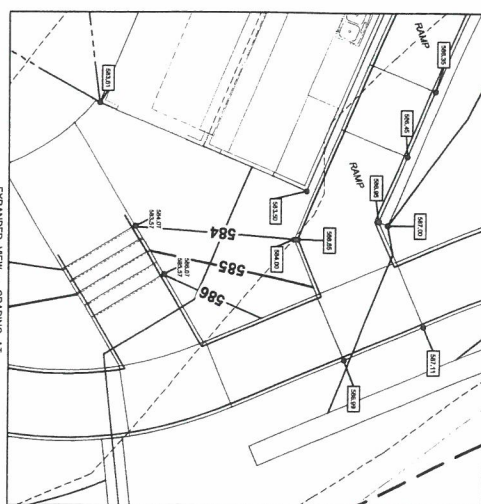
C1.0

Total disturbed area: 15,703 sq (0.36 Acres)

measurable evidence of control measures not known on the site plan may be necessary as site work progresses. Permittees are responsible for all measures necessary to prevent off-site sedimentation.

Contractors shall be required to provide clean-up operations along and on the roadway where debris and/or debris that have been deposited due to construction activities and/or related work. All debris, clean-up will be done on a daily basis.

Construction is anticipated to begin SEPTEMBER 2019 with substantial network completion no later than MAY 2020.



MODULAR RETAINING WALL. DETAIL

 SILT FENCE
 PROPOSED SPOT ELEVATION
 DRAINAGE FLOW DIRECTION
 EX. SPOT ELEVATION

BENCH MARKS:

BM 1 Flange bolt on hydraulic opposite pump valve

Elevation: 589.627 (NAVD 80)





Plan Prepared By:
Bruce A. Callen, P.E.
Callen Engineering, Inc.
113 W. Sordley St., Suite B
Spring Lake, Michigan 49456
Tel: 616-240-9080
email: bcallen@callenengineering.com

For provision of underground utilities, the CONTRACTOR shall call 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation the vicinity of utility lines. All TMSD CIRC participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owner(s) who may not be part of the TMSD CIRC alert system.



Know what's below.
Call before you dig. DATE OF PLAN: 05-13-19

FRED SCHARMER
1601 BEACH STREET
CITY OF MUSKEGON, MICHIGAN 49441
231-740-4329

Callen Engineering, Inc. CE
municipal - commercial - residential
113 W. Savidge Street, Suite B
Spring Lake, Michigan 49456
Tel: 616-240-9080 Web: callenengineering.com

THE DECK
1601 BEACH STREET
MUSKEGON
MUSKEGON COUNTY, MICHIGAN
GRADING, DRAINAGE, AND SESC PLAN

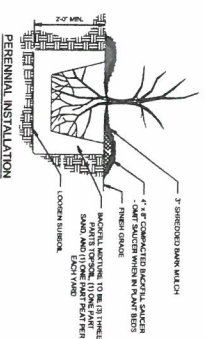
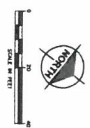
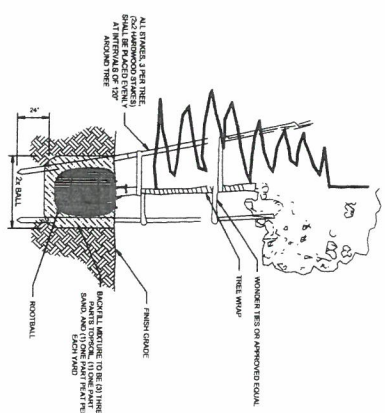
ISSUED BY J.W.C.	DATE MAY '19
REQUISITE B.A.C.	DATE MAY '19
KEY B.A.C.	PART MAY '19

SCALE

AS NOTED

PROJECT 019 THE DECOR

SHEET NO.
C2.0

[illegible]

Know what's below
Call before you dig

Know what's below.
Call before you dig. DATE OF PLAN: 05-13-19

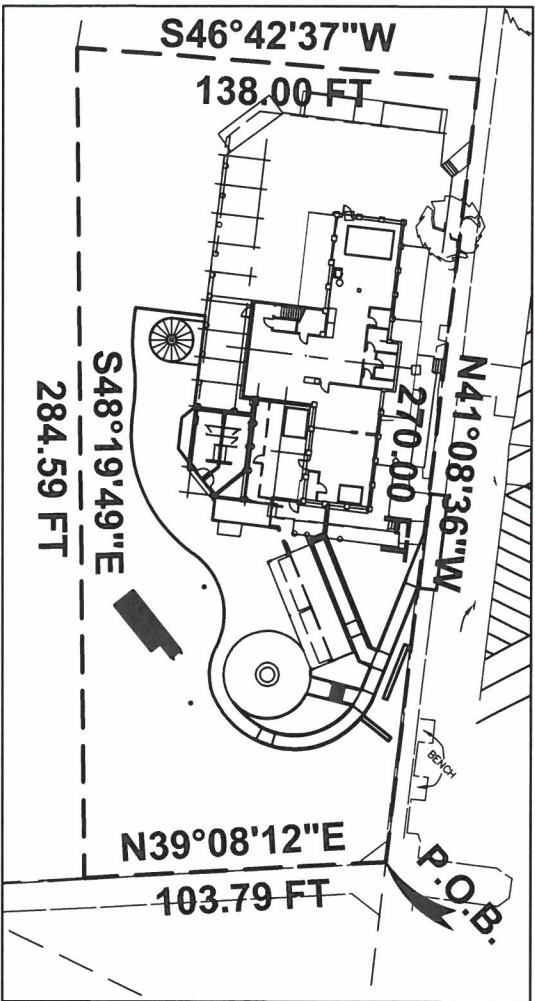
Callen Engineering, Inc.
municipal - commercial - residential

113 W. Sengco Street, Suite B
Spring Lake, Michigan 49456
Tel: 616-240-0060 Web: callenengineering.com

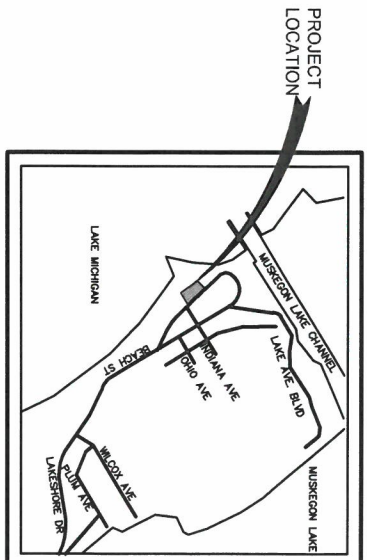
Exhibit B

Depiction of Expanded Premises

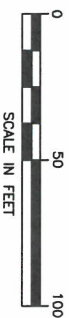
EXHIBIT B



= EXPANDED PREMISES



1601 BEACH STREET



EXPANDED PREMISES
LEASE DESCRIPTION (2020)

LAND IN THE CITY OF MUSKEGON, COUNTY OF MUSKEGON, AND THE STATE OF MICHIGAN BEING PART OF BLOCKS 738 AND 739 REVISED CITY OF MUSKEGON PLAT OF 1903 AS RECORDED IN LIBER 3 OF PLATS PAGE 71, MUSKEGON COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 758 PLAT OF CENTRAL LAND CO'S SUB-DIVISION AS RECORDED IN BOOK 3 OF PLATS PAGE 84, MUSKEGON COUNTY RECORDS

THENCE S61°33'31"W 474.79 FEET;
 THENCE N41°08'36"W 80.03 FEET TO THE PLACE OF BEGINNING OF THIS EASEMENT;
 THENCE CONTINUING N41°08'36"W 270.00 FEET;
 THENCE S46°42'37"W 138.00 FEET;
 THENCE S48°19'49"E 284.59 FEET;
 THENCE N39°08'12"E 103.79 FEET MORE OR LESS TO THE POINT OF BEGINNING.

Exhibit B-1

Legal Description of Expanded Premises

LAND IN THE CITY OF MUSKEGON, COUNTY OF MUSKEGON, AND THE STATE OF MICHIGAN
BEING PART OF BLOCKS 738 AND 739 REVISED CITY OF MUSKEGON PLAT OF 1903 AS
RECORDED IN LIBER 3 OF PLATS PAGE 71, MUSKEGON COUNTY RECORDS MORE
PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK
758 PLAT OF CENTRAL LAND CO'S SUB-DIVISION AS RECORDED IN BOOK 3 OF PLATS PAGE 84,
MUSKEGON COUNTY RECORDS

THENCE S61°33'31"W 474.79 FEET;

THENCE N41°08'36"W 80.03 FEET TO THE PLACE OF BEGINNING OF THIS EASEMENT;

THENCE CONTINUING N41°08'36"W 270.00 FEET;

THENCE S46°42'37"W 138.00 FEET;

THENCE S48°19'49"E 284.59 FEET;

THENCE N39°08'12"E 103.79 FEET MORE OR LESS TO THE POINT OF BEGINNING.

OPTION AGREEMENT

This Option Agreement is made by and between the **City of Muskegon**, a Michigan municipal corporation ("City"), and **1601 Beach, LLC**, a Michigan limited liability company ("LLC"), with reference to the following facts:

Background

LLC currently leases certain real property from City for operation of a restaurant business commonly known as "The Deck" pursuant to that certain Ground Lease dated December 10, 2013, as amended (the "Lease"). City owns the property adjacent to and surrounding the leased premises, as depicted on **Exhibit A** and legally described on **Exhibit B** ("Option Property"). City desires to grant LLC an option and right of first refusal to lease the Option Property according to the terms and conditions set forth below.

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

1. **Grant of Option.** City hereby grants to LLC an option and right of first refusal to lease the Option Property (the "Option") consistent with the following terms:

a. **City Desire to Develop, Lease, or Sell.** If at any time City desires to develop and/or lease or sell all or a portion of the Option Property for any purpose, the City shall first send to LLC a copy of the request for proposals. LLC shall have the right for a period of 60 days after receipt of the written request for proposals to propose a development substantially similar to what is requested and on terms substantially similar to those requested by City. City and LLC shall thereafter enter into mutually acceptable documents to evidence their agreement to develop and/or lease or sell all or a portion of the Option Property. If LLC fails to notify the City within the 60-day period, City may seek proposals from other parties in accordance with the request for proposals originally provided to LLC. If City materially modifies its request for proposals or otherwise desires to send a new request for proposals, City shall first submit such modified or new request for proposals to LLC, giving LLC the same right for a period of 60 days to propose a development substantially similar to what is requested pursuant to the modified or new request for proposals, which shall be accepted by City if submitted by LLC within such 60-day period.

b. **Bona Fide Offer.** If at any time City receives a bona fide written offer, which City intends to accept, from any party to develop and/or lease or sell all or a portion of the Option Property for any purpose, City shall send to LLC a copy of the offer and proposal before accepting the bona fide written offer. LLC shall have the right for a period of 60 days after receipt of the offer and proposal to either (i) propose an alternate development, which the City must consider, or (ii) agree to develop and/or lease or purchase the same portion of the Option Property referenced in the bona fide written offer for substantially the same use as set forth in the proposed development and on lease terms (i.e. rental rate, length of term) or purchase terms that are substantially the same or better than the terms specified in the proposal, in which case City shall accept LLC's proposal and enter into mutually acceptable documents with LLC to evidence their agreement. If LLC fails to make an election within the 60-day period, City may lease or sell the portion of the Option Property and permit development to the other party pursuant to the bona fide written offer. If the Option Property, or a portion thereof, is not thereafter developed and/or leased or sold pursuant to the terms of the original bona fide written offer, City shall be required to comply with the terms of this paragraph upon receipt of any new or modified bona fide written offers which the City intends to accept.

c. **Right to Propose.** Nothing herein shall prevent LLC from presenting its own proposal for the lease and development of all or a portion of the Option Property during the

term of the Lease. The City is not obligated however to consider the proposal if it has no desire to develop or lease the property identified in the proposal at that time.

d. **Survival of Option.** If only a portion of the Option Property is developed and/or leased in compliance with this Agreement, the Option and rights described above shall remain in full force and effect to the extent of the remaining Option Property.

2. **Term of Option.** The term of this Option shall commence on the Effective Date and shall continue until the first to occur of any of the following: (a) the termination of the Lease; (b) when a majority interest of LLC is not owned by Michelle Harris, Fred Scharmer, or a combination thereof (directly or indirectly, individually or in their personal grantor trusts), (c) transfer of the Lease to another entity, except for a transfer to substantially the same owners of LLC, or (d) the execution of a lease to a third party of all of the Option Property after full compliance with the terms of this Agreement. After the termination as provided above, the parties shall execute and acknowledge any documents necessary to release the rights contained in this Agreement. In the event a portion, but not all, of the Option Property is leased to a third party after full compliance with the terms of this Agreement, the rights under this Agreement shall only terminate to the extent of the Option Property leased and shall remain in full force and effect with regard to the remainder of the Option Property.

3. **Default.** If City enters into a lease in conflict with this Agreement, LLC may, at its option, have a court of competent jurisdiction declare this Agreement breached and order that the lease is void. This provision shall not be construed to prevent specific performance of this Agreement or of any of its terms by either party.

4. **No Restriction of Rights.** This Agreement shall not restrict City's right to grant utility easements or grant a license to permit vendors to locate on the Option Property on a temporary basis from May 1 through September 30, so long as no permanent structure is constructed or allowed in the depicted area, and as long as the license to permit vendors is not in conflict with the terms of the Lease or this Agreement. This Agreement shall not restrict or prohibit a lease of all or a portion of the Option Property between City and LLC.

5. **Notice.** All notices or writings required or permitted under this Agreement shall be deemed properly served if sent by certified mail, postage prepaid, to the last address previously furnished by the parties hereto. Until hereafter changed by notice in writing, notices shall be sent to the City at City Manager, City of Muskegon, 933 Terrace, Muskegon, Michigan 49440, and to LLC at 950 W. Norton, Suite 202, Muskegon, Michigan 49441.

6. **Consideration.** The consideration for this Agreement is the mutual exchange of the rights given in this Agreement.

7. **Recording of Memorandum.** Following the execution hereof, at the request of either party, City and LLC shall execute and cause to be recorded with the Muskegon County Register of Deeds a memorandum hereof in form reasonably acceptable to City and LLC. All recording charges and any stamp or similar tax shall be paid by LLC. Upon the expiration or earlier termination of the Option, City and LLC shall cooperate to execute a recordable termination of same.

8. **Miscellaneous.**

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

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

c. **Binding Effect; Effective Date.** This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective legal representatives, permitted successors and assigns. This Agreement shall be effective upon the date on which both parties have executed this Agreement as set forth below ("Effective Date").

d. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties.

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

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

g. **Assignment or Delegation.** Except as otherwise specifically set forth in this Agreement, LLC shall not assign all or any portion of its rights and obligations contained in this Agreement without the express prior written approval of City, which approval may be withheld in City's sole discretion. LLC shall be permitted to assign its rights under this Agreement to a legal entity controlled by LLC or one or both of its members.

h. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for in this Agreement shall survive the Effective Date and continue in full force and effect.

The parties have executed this Agreement to be effective as of the Effective Date.

City of Muskegon

1601 Beach, LLC

Name: _____
Title: _____
Date: _____

Name: Fred Scharmer
Title: Manager
Date: _____

Name: _____
Title: _____
Date: _____

1000

Exhibit A

Depiction of Option Property



**Muskegon County
Property Viewer Map**

Type a Map Title Here

Type a Note for the map print here



Scale: 1 to 4,514

Notice: Muskegon County and Muskegon County GIS makes no warranty, expressed or implied, regarding the accuracy, completeness, or usefulness of the information presented. Muskegon County assumes no responsibility for errors that arise from the use of this information.



Map by Muskegon County GIS
141 E. Apple Ave, Muskegon, MI 49445
P: 231-724-4458 F: 231-724-1129
www.muskegoncountygis.org

Printed from the Muskegon County
GIS Property Viewer
Map Printed 2/4/2020



Exhibit B

Legal Description of Option Property

LANDS IN THE CITY OF MUSKEGON, MUSKEGON COUNTY, STATE OF MICHIGAN DESCRIBED AS BEING WEST OF BEACH STREET AND BEACH STREET EXTENDED TO THE MUSKEGON LAKE CHANNEL, BEING BOUNDED ON THE WEST BY LAKE MICHIGAN AND ON THE SOUTH BY A CONCRETE WALKWAY BEGINNING ON THE WESTERLY SIDE OF BEACH STREET AT ITS INTERSECTION WITH INDIANA AVENUE AND RUNNING SOUTHWESTERLY TO LAKE MICHIGAN, AND ON THE NORTH BY THE MUSKEGON LAKE CHANNEL

THAT BEING A PART OF THE LAND COMMONLY KNOWN AS 1651 BEACH STREET, PARCEL NO. 61-24-205-734-0001-00.

EXCLUDING ANY PORTION OF THE LANDS OWNED BY THE MICHIGAN LIGHTHOUSE COVSERVANCY, PARCEL NO. 61-24-205-739-0001-101555 AS LISTED IN THE MUSKEGON COUNTY GIS SYSTEM

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 11, 2020	Title: Paid Beach Parking
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff is requesting approval to move forward with paid parking at the beach. The request is to purchase 20 kiosks from Flowbird and to allow staff to draft the appropriate ordinances to initiate paid parking requirements.	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve staff to execute the purchaser order for the 20 Kiosks from Flowbird as proposed and to direct staff to draft the appropriate ordinances to initiate paid parking requirements at the beach.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Paid Beach Parking

Costs of Maintaining the Beach

Estimated City NET Investment in Operations (2016-17): \$475,000
Equivalent Annual Cost to a Homeowner: .848 Mills

- Beach/Sand Operations and Maintenance (O&M)
- Parking Lot O&M
- Trash Clean Up and Removal
- Bath Houses (3) O&M
- Various Playgrounds O&M
- Boardwalk O&M (eventual repair)
- Police Beach Patrols (traffic/crowds)
- Misc. Equipment Costs
- Administration

Payment Options

Paid parking has three options:

- Pay and Display – Pay a kiosk/attendant and display a pass on dashboard/window
- Pay and Enter – Pay Kiosk and enter license plate into kiosk
- Mobile – Enter license plate into mobile app

Muskegon should start with a Pay and Display method because of the lack of reliable mobile service at the beach. Kiosks can be reprogrammed to Pay and Enter and Mobile methods at a later date. The City has plans to enhance wireless reception in the next couple of years.

The Kiosk will dispense a daily pass that must be displayed on the dashboard. Yearly passes may be purchased at the kiosk, however, they will be printed on the same type of card as daily passes and the ink will eventually fade. These cards will need to be traded in for a yearly sticker. This can be done in person at city hall or on a mobile site: <https://www.muskegon-mi.gov/brp/>

Customers will enter their pass number into the site and then they will be mailed a sticker. If they cant read the pass number or lose it, they can enter in the last four digits of their credit card number.

Staff recommends 17 Kiosks for beach parking and 3 Kiosks for boat launch permits. The 17 beach parking Kiosks will accept credit cards/coins and the 3 Kiosks for Boat Launch Permits will only accept credit cards.

Enforcement

The Police Department has recommended a “light enforcement” policy for the first couple of years while utilizing the Pay and Display method. Summer interns can be used to make visual inspections of display passes. Enforcement schedules will vary as not to become predictable. Enforcement efforts can ramp up once we transition to Pay and Enter/Mobile Pay options. Those options will require equipment to scan license plates (we already have one that is compatible with these systems).

Projected Revenue

Staff recommends the following fee structure:

Daily pass (Sunday-Friday): \$5

Daily pass (Saturday): \$7

Yearly pass: \$20

Resident pass: free

Please see the Parking Study that was conducted by the Police Department in 2017. It did not include Sundays, but staff estimated 900 per day on Sundays. It is hard to estimate how many visitors to expect throughout the entire season and it is even harder to estimate how many are local/visitors. Staff estimated very conservative figures by taking the average parking counts from the peak hours on each day and totaling them over 15 weeks (Memorial Day to Labor Day). Staff estimates that the beach could see about 65,648 visitors and that about 49,236 (75%) of them will be visitors. Since yearly passes will result in an average fee of less than \$5 per visit, staff conservatively estimates that each visit could result in a \$2.50 fee. $49,236 \times \$2.50 = \$123,090$ per year

Estimated Fees collected: \$123,090 per year from just the peak times of the day.

Estimated Costs: \$169,510 total first year cost (kiosk purchase, monthly back office data, enforcement/finance intern). \$15,900 yearly cost for back office data/enforcement/permit refills.

- Kiosk purchase: \$152,460 total
- Monthly back office data fee: $(\$45 \text{ each} \times 20 \text{ kiosks} \times 4 \text{ months}) + (\$25 \text{ each} \times 20 \text{ kiosks} \times 8 \text{ months}) = \$7,600$ per year
- Enforcement: $2 \text{ interns} \times \$14/\text{hr} \times 15 \text{ hrs/week} \times 15 \text{ weeks} = \$6,300$ per year
- Finance intern: $1 \text{ intern} \times \$14/\text{hr} \times 15 \text{ hrs/week} \times 15 \text{ weeks} = \$3,150$ per year. Intern will be responsible for mailing yearly permit stickers and other parking related duties.
- Refill Permit cards/on street parking passes/ resident stickers: \$2,000 per year
- Staff time: One staff to collect coins once per week or every other week. Front office staff time dedicated to distributing resident passes.

Using conservative numbers during peak time usage only:

Estimated Fees Collected: \$123,090 per year

Estimated Costs: \$169,510 kiosks plus first year back office data/enforcement/finance intern/stickers

Payback: 1.37 years

Projected Yearly Revenue: \$104,040

*Estimates do not take into account enforcement ticket fees generated, off-peak time fees collected, or boat launch fees collected.

Free Resident Parking

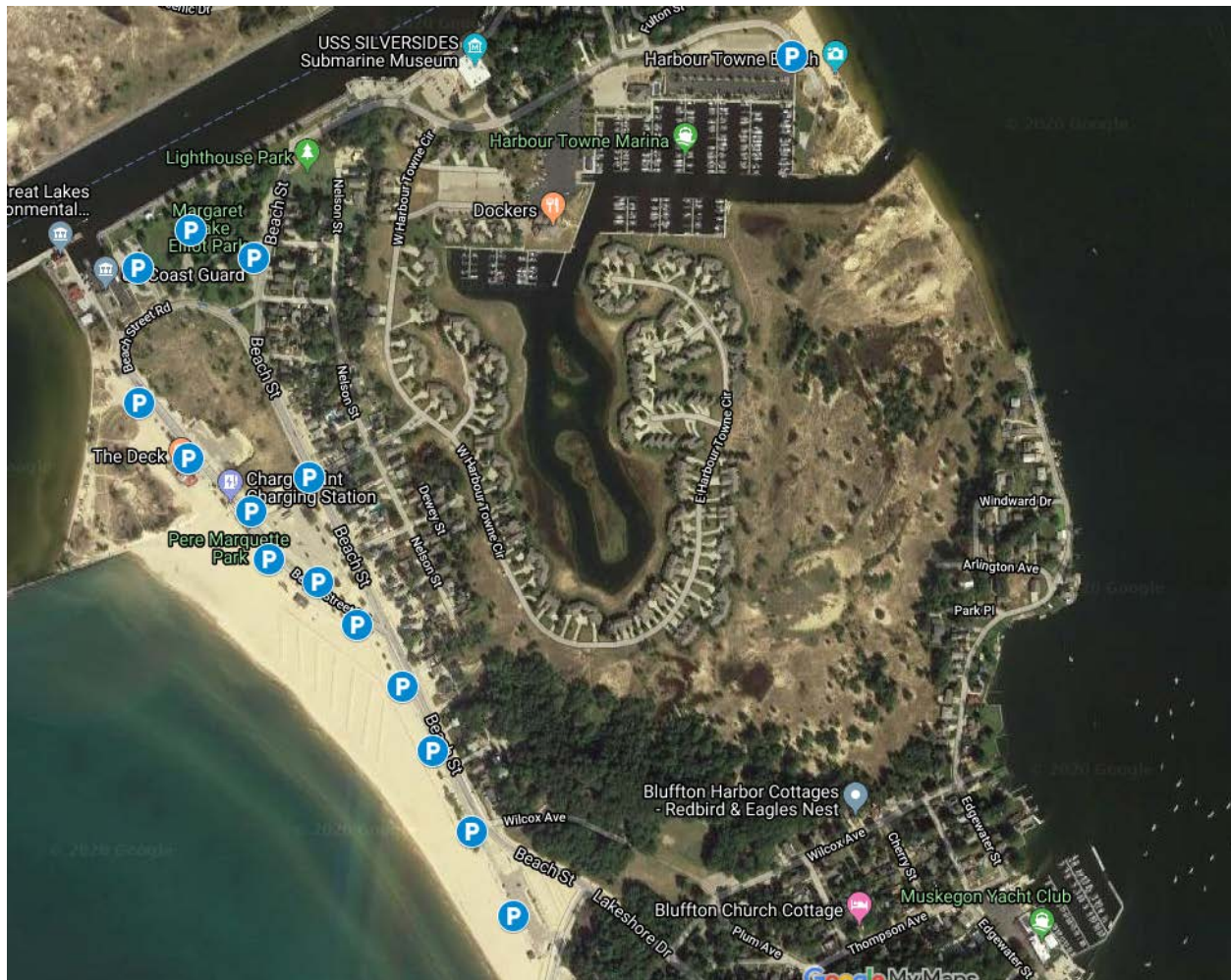
Residents can come to City Hall to request a free yearly parking sticker. Proof of vehicle registration is required. Staff recommends two free passes per household per year.

Staff also recommends providing the residents near the beach with street parking passes that will allow them to park on the neighborhood streets that will otherwise be marked as “no parking.”

Timeline

8-12 week installation period after purchase order is initiated.

Closer look near the ovals



Beach Parking Statistics

Parking Areas	Total parks		Mon 7/27			Mon 8/3			Tues 7/28			Tues 8/4	
		12pm	2pm	4pm	12pm	2pm	4pm	12pm	2pm	4pm	12pm	2pm	4pm
<i>Kruse Park South</i>	61+ dirt space	39	57	49	14	33	28	35	68	55	13	32	34
<i>Kruse Park North</i>	145	2	9	5	4	4	6	2	3	6	1	5	4
<i>Water Filtration(Beach St. South)</i>	120	68	111	104	26	51	48	100	112	89	35	64	54
<i>Pere Marquette Parking Lot South</i>	106	6	51	58	23	31	18	23	79	61	16	20	24
<i>Beach St.-Wilcox Ave. to Beach St-Ohio Ave.</i>	88	15	54	54	10	15	20	10	47	43	8	15	17
<i>Pere Marquette Parking Lot(across from Snack Shop)</i>	150	14	47	30	11	22	16	12	30	35	13	14	11
<i>Pere Marquette Beach area Parking</i>	230	90	157	153	60	92	70	91	145	112	50	76	70
<i>The Deck Restaurant Parking</i>	No defined parks	13	14	12	8	11	9	15	12	111	6	6	10
<i>Margaret Drake-Elliott South street parking</i>	30	2	1	4	5	2	4	6	5	2	2	1	2

Beach Parking Statistics

<i>Margaret Drake-Elliott North Parking Lot</i>	61	11	9	8	7	9	7	22	11	17	10	4	9
<i>Coast Guard</i>	68	15	12	5	11	5	6	8	6	8	5	6	8
<i>Muskegon Lake</i>	124	11			3	5	16	13	26	38	11	19	18
<i>Muskegon Channel Fulton Parking</i>	No defined parks	10			3	3	6	5	3	3	5	8	2
<i>Muskegon Channel Fulton-Channel Parking</i>	No defined parks	0			2	2	0	6	7	7	4	6	6

Beach Parking Statistics

Parking Areas	Total parks		Wed 7/22			Wed 7/29			Thurs 7/23			Thurs 7/30	
		12pm	2pm	4pm	12pm	2pm	4pm	12pm	2pm	4pm	12pm	2pm	4pm
<i>Kruse Park South</i>	61+ dirt space	17	34	30	14	21	28	27	36	35	25	37	33
<i>Kruse Park North</i>	145	4	7	4	16	4	4	4	9	13	4	6	6
<i>Water Filtration(Beach St. South)</i>	120	40	83	63	16	35	53	55	100	79	63	110	
<i>Pere Marquette Parking Lot South</i>	106	25	36	25	4	14	16	7	27	31	27	58	38
<i>Beach St.-Wilcox Ave. to Beach St-Ohio Ave.</i>	88	9	25	22	12	11	16	11	30	35	11	37	33
<i>Pere Marquette Parking Lot(across from Snack Shop)</i>	150	5	22	22	3	6	12	9	18	19	5	27	29
<i>Pere Marquette Beach area Parking</i>	230	75	113	97	63	91	118	85	162	106	102	60	106
<i>The Deck Restaurant Parking</i>	No defined parks	11	10	11	9	8	16	10	14	17	16	15	13
<i>Margaret Drake-Elliott South street parking</i>	30	3	5	4	3	5	5	3	10	3	2	2	5

Beach Parking Statistics

<i>Margaret Drake-Elliott North Parking Lot</i>	61	11	9	8	22	17	18	20	16	19	16	20	10
<i>Coast Guard</i>	68	15	12	5	6	7	3	8	8	12	4	4	1
<i>Muskegon Lake</i>	124	11			5	17	13	11	28	31	7	24	22
<i>Muskegon Channel Fulton Parking</i>	No defined parks	10			7	4	5	2	9	1	2	5	6
<i>Muskegon Channel Fulton-Channel Parking</i>	No defined parks	0			2	3	4	2	5	3	2	4	3

Beach Parking Statistics

Parking Areas	Total parks		Fri 7/31			Fri 8/14			Sat 8/1			Sat 8/15	
		12pm	2pm	4pm	12pm	2pm	4pm	12pm	2pm	4pm	12pm	2pm	4pm
<i>Kruse Park South</i>	61+ dirt space	20	45	47				Full +13	Full +13	Full +14			
<i>Kruse Park North</i>	145	11	2	14				84	93	80			
<i>Water Filtration(Beach St. South)</i>	120	59	100	95				54	120	109			
<i>Pere Marquette Parking Lot South</i>	106	21	53	39				54	106	109			
<i>Beach St.-Wilcox Ave. to Beach St-Ohio Ave.</i>	88	6	34	38				28	98	78			
<i>Pere Marquette Parking Lot(across from Snack Shop)</i>	150	10	29	28				31	118	150			
<i>Pere Marquette Beach area Parking</i>	230	72	157	153				147	224	288			
<i>The Deck Restaurant Parking</i>	No defined parks	12	13	19				24	76	76			
<i>Margaret Drake-Elliott South street parking</i>	30	3	2	4				19	30	32			

Beach Parking Statistics

<i>Margaret Drake-Elliott North Parking Lot</i>	61	10	12	9				18	73	Full +13			
<i>Coast Guard</i>	68	1	0	1				9	36	45			
<i>Muskegon Lake</i>	124	8	25	25				8	41	62			
<i>Muskegon Channel Fulton Parking</i>	No defined parks	0	6	4				3	7	5			
<i>Muskegon Channel Fulton-Channel Parking</i>	No defined parks	3	6	7				6	7	24			

Beach Parking Statistics

The city of Muskegon did a study on how and when the parking structures close to Pere Marquette Beach were utilized. The study was conducted by a person(s) going out and counting each parking structure starting from Kruse Park north to Muskegon Lake. The parking structures include:

- Kruse Park North: 61 + parking available in the dirt area behind gate
- Kruse Park South: 145(where the pavilions and playground are located)
- Water Filtration Plant(Beach St. South):120
- Pere Marquette Parking Lot South: 106
- Beach St.-Wilcox Ave. to Beach St.-Ohio Ave: 150
- Pere Marquette Parking Lot North(across from Snack Shop):150
- Pere Marquette Beach Parking: 230
- The Deck Restaurant Parking: no defined parks
- Margaret Drake-Elliott South street parking: 30
- Margaret Drake-Elliott North Parking Lot: 61
- Coast Guard: 68
- Muskegon Channel Fulton Parking: no defined parks
- Muskegon Channel Fulton-Channel Parking: no defined parks
- Muskegon Lake: 124

The person(s) conducting the study used a clicker and excel sheet to document how many cars were in each structure during the times: 12pm, 2pm, and 4pm. The experimenter also used the clicker to count how many parks there were in each parking structure. The study was performed at least two of the same days in different weeks. The dates the study was conducted were:

- Mondays, July 27th and August 3rd
- Tuesdays, July 23 and August 4th
- Wednesdays, July 22nd and July 29th
- Thursdays, July 23rd and July 30th
- Friday, July 31st
- Saturday, August 1st

Beach Parking Statistics

During the experiment the experimenter(s) also documented who were city of Muskegon residents and who were non-city residents. Some of the responses the experimenter(s) received were Detroit, Commerce, Avon Lake, Mount Pleasant, San Diego, Seattle, Big Rapids and Grand Rapids. One of the experimenters documented during one of the Saturday dates that there were 32 city residents and 99 non-city residents visiting the beach. This data was collected by working the pier.

Experimenters documented the state of the weather during some of the visits. They noticed that on the days when waves were really high and it was very dark and gloomy outside, the beach attendance was low. They noticed that on days it was really hot, the beach attendance was much higher. On the weekend dates, the beach and park areas were extremely busy due to hot weather, family reunions and other social activities and events. During the weekdays, there were a lot of retired families and adult foster care homes having picnics. Experimenters also noticed that during lunch hours a lot of visitors visited the parks and beaches to read books and newspapers, take naps and walk the pier and harbor. There was a lot of traffic in The Deck Restaurant Parking Lot due to people going there for lunch.

The experimenters took notes on what could be advantages and disadvantages of charging non-city residents to park in the beach area. Some advantages are a lot of non-city residents do visit our beach and they visit from all over the country. Pere Marquette is one of the best beaches in the Midwest. Some disadvantages or concerns the experimenters had were the parking structures need some kind of labeling to identify which parking structure belongs to what park/beach area. The city of Muskegon should talk to other cities around the area and see how they feel about the charging of beach parking. Some other concerns were how would you work out charging to park in the Kruse Park and Margaret Drake-Elliott Parking areas and not charge for the other public parks around the city. How will the city avoid city residents sharing their passes with other county residents? There should be a community/town hall meeting held to discuss the charging of the beach and parks. How will the city accommodate the people who just want to come to The Deck Restaurant, will their parking be validated? If the charging of the parking structures are approved how will you keep up with the upkeep of each parking structure? There is a lot of maintenance that needs to be done to some of the parking structures like lines being repainted, sand removal and adding lines to structures that do not have definite parking spaces. Will the charging of the beaches make people not want to attend Muskegon beaches at all because Ludington and other beaches around the state are free? A lot of people expressed that they attended Muskegon beaches because they were free.

January 22, 2020

Sales Quote - Muskegon MI			
Contact : Mike Franzak			
StradaPAL Cashless			
(Accepts coins and credit card)			
Includes:			
Solar Power Operation w/Autonomous Battery			
Color Display			
Coin Acceptor/Validator			
Credit/Debit Card Reader			
Modem and Antenna Kit			
Includes 1 coin canister			
Thermal Graphic Printer w/Self Sharpening Receipt Cutting Blade			
1 Roll of Paper			
Personalized Software Including Programming and Testing			
Instructional Graphics and Personalized Rate Plate			
Multi Lingual Button			
Increment and Max Buttons for Credit Card Payments			
Credit Card Software and Parkfolio License Fees			
Limited One Year Warranty			
	QUANTITY	PRICE	TOTAL
StradaPAL Cashless	3	\$5,895	\$17,685
TOTAL	3	\$5,895	\$17,685

Recommended Options	QUANTITY	PRICE	TOTAL
Installation, Travel & Training	3	\$650	\$1,950
TOTAL Recommended Options			\$1,950

TOTAL Including Options	3		\$19,635
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Note: Site preparation is not included in this quote.



BOS Management Fees

myParkfolio Back-Office Software Management System

Monthly Total

Includes:

3

\$45

\$135

2 way wireless connectivity

Wireless airtime fees

On-line access to hosted secure server

Processing and storage of all transactions, maintenance, alarms, & statistic.

Database space

PCI Level 1 Certified real-time credit card authorization account set-up and management

Secure user rights management

Back Office Options:

Please send questions to:

Ed Kinkade

Business Development Manager

Parkeon

40 Twosome Drive, Suite 7, Moorestown, NJ 08057

Phone: 856-234-8000 x 230

Email aekinkade@parkeon.com

January 30, 2020

Sales Quote - Muskegon MI			
Contact : Mike Franzak			
StradaPAL Rapide			
(Accepts coins and credit card)			
Includes:			
Solar Power Operation w/Autonomous Battery			
Color Display			
Coin Acceptor/Validator			
Credit/Debit Card Reader			
Modem and Antenna Kit			
Includes 1 coin canister			
Thermal Graphic Printer w/Self Sharpening Receipt Cutting Blade			
1 Roll of Paper			
Personalized Software Including Programming and Testing			
Instructional Graphics and Personalized Rate Plate			
Multi Lingual Button			
Increment and Max Buttons for Credit Card Payments			
Credit Card Software and Parkfolio License Fees			
Limited One Year Warranty			
	QUANTITY	PRICE	TOTAL
StradaPAL Rapide	17	\$6,995	\$118,915
TOTAL	17	\$6,995	\$118,915

Recommended Options	QUANTITY	PRICE	TOTAL
Installation, Travel & Training	17	\$650	\$11,050
Mobile Coinbox (for collections)	10	\$286	\$2,860
TOTAL Recommended Options			\$13,910

TOTAL Including Options	17		\$132,825
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Note: Site preparation is not included in this quote.



BOS Management Fees

myParkfolio Back-Office Software Management System

Monthly Total

Includes:

17

\$45

\$765

2 way wireless connectivity

Wireless airtime fees

On-line access to hosted secure server

Processing and storage of all transactions, maintenance, alarms, & statistic.

Database space

PCI Level 1 Certified real-time credit card authorization account set-up and management

Secure user rights management

Back Office Options:

Please send questions to:

Ed Kinkade

Business Development Manager

Parkeon

40 Twosome Drive, Suite 7, Moorestown, NJ 08057

Phone: 856-234-8000 x 230

Email aekinkade@parkeon.com

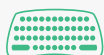


Strada Pay Station

CONNECTED KIOSK OFFERING
ADVANCED CLOUD SERVICES

Technical Specifications

KEY HIGHLIGHTS



CUSTOMIZABLE
CAPACITIVE KEYBOARD



LARGE COLOR
SCREEN



FLOWBIRD
CLOUD-SYSTEM

GENERAL DESIGN	
MATERIAL	Anti-corrosive steel
SIZE	(HxWxD) 65.90" x 18.70" x 14.92"
WEIGHT	198.42 lb
TEMPERATURE/HUMIDITY	-13°F to +131°F / up to 95% relative humidity at 131°F
COLOR	Sterling Grey, Titanium Grey, Moss Green, Magic Blue, or Jet Black
COMPLIANCE	EN 12414 / CE marking
USER INTERFACE	
DISPLAY OPTIONS	7" color LCD TFT monitor with LED back lighting, 262,144 colors (Monitor dimensions: 5.98" x 3.58"; Monitor resolution: 800 x 480 pixels) - Greyscale graphic LCD module (Module dimensions: 4" x 2.75"; Module resolution: 160 x 80 dots)
CAPACITIVE KEYBOARD	3 standard versions (Pay&Display / PayByPlate / PayBySpace) - Customization on demand
PAYMENT OPTIONS	
COIN SELECTOR	- Patented motor-driven coin selector: Max. 14 types of coins or tokens (programmable) - Automatic opening upon coin insertion - Multi-criteria coins identification
BANK NOTE ACCEPTOR	- Cashcode SM/MSM backload validator 4-way acceptance
CONTACT & CONTACTLESS	Smartcards & bank cards, EMV 2000, PCI-PED, UKCC, Mifare®, ISO 14443, NFC
OTHER	Cashless configuration available
COLLECTION (2 Patented Methods Available)	- Transfer: Fixed cashbox with removable canister: 3.31 lb empty; approx. 48.5lb full/5.8 l - Rapide: Exchangeable cashbox: 3.53 lb empty; approx. 43.21 lb full / 4.6 l - Bank Note Acceptor (optional) - separate exchangeable cashbox & stacker - Coins: 6.03 lb empty; approx 24.91 lb full of 2,000 quarters / 3.5 l - Bill stacker: 1,000 bills
POWER SUPPLY	Solar or Mains
SECURITY	- Money storage EN 14450 Level 2 certified - Attack detection - Additional shieldings and security enhancements
TICKET	- Thermal graphic printer: Horizontal or vertical printing, Text and logo, 203 dots per inch per line, 448 dots per column - Paper or self-adhesive tickets - Without BNA option: standard format (w x l) 2.36" x 2.75" - cap. up to 6,500 tickets - With BNA option: 4" minimum length - capacity up to 4,500 tickets
COMMUNICATIONS	4G modem, Ethernet
ENVIRONMENT	More than 95% recyclable (ISO 22628) / European directives - RoHS and WEEE

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 2/10/2020	Title: Unruly Brewing Revolving Fund Application
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: A recommendation to the City Commission to approve an economic development loan for Unruly Brewing	
Detailed Summary: Unruly Brewing has finished their mass production system and started brewing for large scale kegging distribution. However, their distributors and their cash flow projections indicate that they should also build out and begin production on a canning system so that they can enter the retail space to avoid some of the negative market forces that have recently been impacting micro-breweries across the state. They have exhausted their ability to privately finance this portion of the project and are requesting a loan from the City's Economic Development Revolving Fund.	
Amount Requested: \$80,000	Amount Budgeted: N/A (Capital Fund)
Fund(s) or Account(s): Economic Development Revolving Fund	Fund(s) or Account(s): N/A (Capital Fund)
Recommended Motion: Motion to approve the terms and documents of the loan to Unruly Brewing in the amount of \$80,000 as presented.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

TERM LOAN AGREEMENT

This Agreement is made on _____, 2020 ("Effective Date"), between **Unruly Brewing, LLC**, a Michigan limited liability company, of 360 W. Western Ave., Muskegon, Michigan 49440 ("Borrower"), and the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), with reference to the following facts:

Background

A. Borrower has requested a term loan of \$80,000.00 for the purpose of installing a canning line to its beer production facility, which is located at 2221 Lemuel Street, Muskegon Heights, Michigan 49444.

B. The City has agreed to make the loan subject to the terms and conditions set forth below.

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

1. Conditions of loan.

a. **The Loan.** The City agrees to make a loan to Borrower of \$80,000.00 subject to the following conditions:

i. Fulfillment of all conditions contained in Section 3;

ii. The Loan Agreement must be closed on or before August 1, 2019.

iii. Delivery to the City of a promissory note ("Note") in form and substance acceptable to the City, a copy of which is attached as **Exhibit A**; and

iv. At the time of borrowing no Event of Default as defined in Section 7 exists and no event exists which with notice and/or the passage of time could become an Event of Default.

b. **Payments.** The principal amount of the Note shall be payable in monthly installments of \$1,603.04, each to be paid on the 1st of each month, beginning on March 1, 2020, and continuing until February 1, 2025, when the entire balance of principal and interest shall be due and payable in full.

c. **Interest.** The Note shall bear interest on the outstanding balance at the rate of 7.50% per annum.

d. **Prepayments.** The Borrower may at any time prepay without penalty all or any portion of the principal, and any such payments shall be applied to the principal installments last coming due.

2. Security.

a. **Security Agreement.** To secure the full and timely performance of Borrower's covenants set out in this Agreement and to secure the repayment of the loans and advances made and to be made (the "Indebtedness"), Borrower agrees to execute and deliver to the City a security agreement ("Security Agreement") in form and

substance satisfactory to the City, a copy of which is attached as **Exhibit B**, giving the City a valid lien and security interest in the personal property described in the Security Agreement.

b. **Personal Guaranty.** As additional security, Jeff Jacobson, and any other member of Unruly Brewing, LLC, will jointly and severally personally guarantee repayment of the Indebtedness, as well as any members of successor entities of Unruly Brewing, LLC.

3. **Conditions Precedent to Obligations of City.** The obligations of the City under this Agreement are subject to the occurrence, prior to or simultaneously with the Borrower's receipt of the loan of each of the following conditions, any or all of which may be waived in whole or in part by the City in writing:

a. **Documents Executed.** Borrower shall have executed and delivered to the City all documents required to consummate this transaction.

b. **Hazard Insurance.** Borrower shall have furnished to the City, in a form satisfactory to the City, hazard insurance policies, with loss payable clauses in favor of the City as its interest appears, relating to the properties of Borrower described in Section 2, in an amount equal to the full replacement cost of such properties.

c. **Personal Guarantee.** Jeff Jacobson shall execute and deliver to the City an agreement of guarantee of the Indebtedness ("Personal Guaranty") in form and substance satisfactory to the City, a copy of which is attached as **Exhibit C**.

d. **Certified Resolutions.** Borrower shall have furnished to the City a copy of the resolution of Borrower authorizing the execution, delivery, and performance of this Agreement, the borrowing of \$80,000.00 from the City, the Note, and any other documents contemplated by this Agreement.

e. **Certificate of Good Standing.** Borrower shall have furnished to the City a certificate of good standing from the Michigan Department of Commerce with respect to the Borrower, as of a recent date.

4. **Warranties and Representations.** Borrower represents and warrants to the City that, as of the date of the borrowing:

a. **Corporate Existence and Power.** Borrower represents and warrants that:

i. Borrower is duly organized, validly existing, and in good standing under the laws of the State of Michigan;

ii. Borrower has the power and authority to enter into and perform its obligations under this Agreement; and

iii. The Agreement, the Note, the Security Agreement, the Personal Guaranty, and all other documents referred to in this Agreement, when executed on behalf of Borrower will be valid and binding obligations of Borrower, legally enforceable in accordance with their terms.

b. **Actions, Suits, or Proceedings.** There are no actions, suits, or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending, or, to the best of Borrower's knowledge, threatened, against or affecting Borrower or any properties or rights of Borrower which, if adversely determined, could materially impair the right of Borrower to carry on business substantially as now conducted or could have a materially adverse effect upon the financial condition of Borrower.

c. **No Liens, Pledges, Mortgages or Security Interests.** Except for liens of the City, none of Borrower's assets are subject to any mortgage, pledge, lien, security interest or other encumbrance of any kind or character, except the security interest of the parties listed on Exhibit B in the personal property of Borrower described in Section 2 pursuant to the Security Agreement.

d. **Accounting Principles.** Balance sheets, earning statements, and other financial data are furnished to the City, for the purposes of, or in connection with this Agreement and the transactions contemplated by this Agreement have been prepared in accordance with generally accepted accounting principles, consistently applied and do or will fairly present the financial condition of the Borrower as of the dates, and the results of their operations for the period, for which the same are furnished to the City.

e. **Conditions Precedent.** As of the date of this Agreement, all conditions precedent referred to in Section 3 have been satisfied.

5. **Affirmative Covenants.** Until the principal and interest on the Note is paid in full, Borrower covenants and agrees that it will:

a. **Annual Financial Reports.** Furnish to the City, in form satisfactory to the City, not later than 90 days after the close of each fiscal year of Borrower, beginning with Borrower's fiscal year ending December 31, 2019, a balance sheet as of the close of each such fiscal year, statements of income and retained earnings and changes in financial position for each such year, and such other comments and financial details as are usually included in similar reports. The reports shall be prepared in accordance with generally accepted accounting principles consistently applied.

b. **Adverse Events.** Promptly inform the City of the occurrence of any Event of Default or of any event which, with notice and/or the passage of time would become an Event of Default, or of any occurrence which has or could reasonably be expected to have a materially adverse effect upon Borrower's business, properties, financial condition or ability to comply with its obligations under this Agreement.

c. **Other Information Upon Request.** Promptly furnish to the City such other information regarding the operations, business affairs, and financial condition of Borrower as the City may reasonably request from time to time and permit the City and its employees, attorneys and agents, to inspect all of the books, records, and properties of Borrower at any reasonable time.

d. **Non-Discrimination.** Ensure that no person in the United States shall on the grounds of race, creed, color, national origin or sex be excluded from participating in, be denied the benefits of, or be otherwise subject to discrimination in connection with Borrower's activities as recipient of the financial assistance provided by this Loan.

e. **Insurance.** Keep its insurable properties adequately insured and maintain:

- i. insurance against fire and other risks customarily insured against by businesses engaged in the same or similar activities as that of Borrower;
- ii. necessary worker's compensation insurance;
- iii. public liability and product liability insurance; and
- iv. such other insurance as may be required by law or as may be reasonably required in writing by the City.

All such insurance shall be in amounts, contain terms, in a form, for such purposes and written by such companies as may be satisfactory to the City. Borrower will deliver to the City, at its request, evidence satisfactory to the City that such insurance has been procured and showing the City as additional insured or loss payee, as the case may be.

f. **Affirmative Action Program.** Comply with all applicable Affirmative Action Programs, if any, approved by the City of Muskegon.

g. **Maintain Business Entity and Property.** Do or cause to be done all things necessary to preserve and keep in full force and effect its own existence, rights and franchises and comply with all applicable laws; continue to conduct and operate its business substantially as conducted and operated during the present and preceding calendar year; at all times maintain and preserve all of the remainder of its property used or useful in the conduct of its business and keep the same in good repair, working order and condition, and from time to time make, or cause to be made, all needed and proper repairs, renewals, replacements, betterments and improvements thereto so that the Borrower's business may be properly and advantageously conducted at all times.

h. **Use of Loan Proceeds.** Use the proceeds of the loan for the purpose set forth in the Background to this Agreement.

6. **Negative Covenants.** From the date of this Agreement until the Note is paid in full, Borrower covenants and agrees that Borrower will not, without the prior written consent of the City:

a. **Liens.** Create, incur, assume, or allow to exist any mortgage, pledge, encumbrance, security interest, lien, or charge of any kind (including any charge upon property purchased under a conditional sale or other title retaining agreement) upon any of its property or assets, whether now owned or hereafter acquired, other than in favor of the City, except: (i) as required or permitted in this Agreement; (ii) liens for taxes not delinquent, or being contested in good faith, and, if requested by the City, bonded in a manner satisfactory to the City; and (iii) liens not delinquent created by statute in connection with worker's compensation, unemployment insurance, social security, and similar statutory obligations.

b. **Indebtedness.** Incur, create, assume, or permit to exist any indebtedness or liability on account of deposits or advances or any indebtedness or liability for borrowed money, or any other indebtedness or liability evidenced by notes, bonds, debentures, or similar obligations, indebtedness required or permitted under this

Agreement or indebtedness subordinated to the prior payment in full of Borrower's Indebtedness to the City upon the terms and conditions approved in writing by the City.

c. **Extension of Credit.** Make loans, advances or extensions of credit to any Person, except for sales on open account and in the ordinary course of business. For the purpose of this Agreement, the word "Person" means any individual, corporation, limited liability company, partnership, trust, unincorporated association, joint stock company, or other entity.

d. **Guarantee Obligations.** Guarantee or otherwise in any way become or be responsible for obligations of any other Person, whether by agreement to purchase the indebtedness of any other Person, or agreement for the furnishing of funds to any other Person through the purchase of goods, supplies, or services (or by way of stock purchase, capital contribution, advance, or loan) for the purpose of paying or discharging the indebtedness of any other Person, or otherwise, except for the endorsement of negotiable instruments by Borrower in the ordinary course of business for collection.

e. **Subordinate Indebtedness.** Subordinate any indebtedness due Borrower from any Person to the indebtedness of other creditors of the obligor.

f. **Sale of Assets.** Sell, lease, or otherwise dispose of any of its assets except in the ordinary course of business.

g. **Merger.** Enter into any merger, consolidation, reorganization, or recapitalization or purchase or otherwise acquire all or substantially all of the assets of any other Person.

h. **Compensation.** Without the prior written consent of the City, permit the compensation of any manager, member, or proprietor to be excessive, taking into consideration the financial circumstances of Borrower and the position and qualification of the Person.

7. **Default.**

a. **Events of Default.** Should any of the following events (an "Event of Default") occur, Borrower shall be in default under this Agreement:

i. Misrepresentation. If any warranty or representation of Borrower in connection with or contained in this Agreement, or if any financial data or other information now or later furnished to the City by or on behalf of Borrower, shall prove to be false or misleading in any material respect;

ii. Failure to Pay Monies Due. If any principal of or interest on the Indebtedness shall not be paid within ten days after the same becomes due;

iii. Noncompliance with City Agreement. If Borrower shall fail to perform any of its obligations and covenants hereunder, or shall fail to comply with any of the provisions of this Agreement or any other agreement with the City to which it may be a party;

iv. Other Defaults. If Borrower shall default in the due payment of any of its indebtedness (other than the Indebtedness) or in the observance or

performance of any term, covenant, or condition in any agreement or instrument evidencing, securing, or relating to such other indebtedness, and such default shall be continued for a period sufficient to permit acceleration of such indebtedness;

v. Judgments. If there shall be rendered against Borrower one or more judgments or decrees involving an aggregate liability of \$10,000.00 or more, which has or have become nonappealable and shall remain undischarged, unsatisfied by insurance and unstayed for more than 20 days, whether or not consecutive; or if a writ of attachment or garnishment against the property of Borrower shall be issued and levied in an action claiming \$10,000.00 or more, and not released or appealed and bonded in a manner satisfactory to the City;

vi. Business Suspension, Bankruptcy, Etc. If Borrower shall voluntarily suspend transaction of Borrower's business or make a general assignment for the benefit of creditors; or shall be adjudicated a bankrupt; or shall file a voluntary petition in bankruptcy or for a reorganization or to effect a plan or other arrangement with Borrower's creditors; or shall file an answer to a creditor's petition or other petition against Borrower (admitting the material allegations thereof) for an adjudication in bankruptcy or for a reorganization; or shall apply for or permit the appointment of a receiver, trustee, or custodian for any substantial portion of the properties or assets of Borrower; or if any order shall be entered by any court approving an involuntary petition seeking reorganization; or if a receiver, trustee, or custodian shall be appointed for Borrower or if any substantial bankruptcy, reorganization, or liquidation proceedings are instituted against Borrower and remain undismissed for 30 days; or if Borrower becomes unable to meet Borrower's obligations as they mature; or if Borrower commits an act of bankruptcy;

vii. Change of Control or Management. If Borrower or a controlling portion of its membership or a substantial portion of its assets comes under the practical, beneficial or effective control of one or more persons, whether by reason of death, merger, consolidation, sale or purchase of interest or assets or otherwise; and if any such change of control adversely impacts, in the sole judgment of the City, upon the ability of Borrower to carry on its business as previously conducted;

b. ***Acceleration of Indebtedness.*** Upon the occurrence of any of the Events of Default described in Sections 7(a)(i) or 7(a)(ii) or upon the occurrence of any of the Events of Default described in Sections 7(a)(iii) through 7(a)(vii) inclusive, which is not cured by Borrower or waived by the City within 30 days after notice to Borrower by the City, all Indebtedness shall be immediately due and payable in full at the option of the City without presentation, demand, protest, notice of dishonor, or other notice of any kind, all of which are expressly waived. Unless all of the Indebtedness is then fully paid, the City shall have and may exercise any one or more of the rights and remedies for which provision is made for a secured party under the Uniform Commercial Code or under any mortgage, security agreement, pledge agreement, assignment or any other related document, including, without limitation, the right to take possession and sell, lease, or otherwise dispose of any or all of the Collateral. Borrower agrees, upon request of the City, to assemble the Collateral and make it available to the City at any place designated by the City which is reasonably convenient to the City and Borrower.

c. **Cumulative Remedies.** The remedies provided for by this Agreement are cumulative to the remedies for collection of the Indebtedness as provided by law or by any mortgage, security agreement, or any related document. Nothing in this Agreement is intended, nor should it be construed, to preclude the City from pursuing any other remedy for the recovery of any other sum to which the City may be or become entitled for the breach of this Agreement by Borrower.

d. **Written Waivers.** No default shall be waived by the City except in writing signed by an officer of the City, and no waiver of any default shall operate as a waiver of any other default or of the same default on a future occasion.

8. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

CITY – CITY OF MUSKEGON

By: _____
Name: Steven Gawron
Title: Mayor
Dated: _____, 2020

By: _____
Name: Ann Meisch
Title: City Clerk
Dated: _____, 2020

UNRULY BREWING, LLC

By: _____
Name: Jeff Jacobson
Title: _____
Dated: _____, 2020

Exhibit A

Promissory Note

Exhibit B

Security Agreement

Exhibit C

Personal Guaranty

PROMISSORY NOTE

\$80,000.00

Muskegon, Michigan

_____ February 11, 2020

FOR VALUE RECEIVED, **Unruly Brewing, LLC**, a Michigan limited liability company, of 360 W. Western Ave., Muskegon, Michigan 49440 ("Maker"), promises to pay to the **City of Muskegon**, a Michigan municipal corporation, at 933 Terrace Street, Muskegon, Michigan 49440 ("City"), or at such other place as directed by the City, the principal sum of Eighty Thousand and 00/100 Dollars (\$80,000.00), together with interest from the date hereof at the rate of 7.50% per annum on the unpaid balance remaining due from time to time. This Note shall be payable as follows:

Equal and consecutive monthly installments of principal and interest of \$1,603.04 shall be made from the Maker to the City commencing March 1, 2020 and continuing on the 1st of each month thereafter until February 1, 2025, when the entire balance of principal and interest shall be due and payable in full. An amortization schedule is attached as **Exhibit A**, for reference only.

The Maker may prepay without penalty all or any portion of the principal at any time. Any partial prepayment shall not eliminate the obligation of the Maker to pay all subsequent installments on their normal due dates. All payment of any nature shall be applied first to accrued interest and the balance to principal. The Maker shall maintain their business location commonly known as Unruly Brewery, of 360 W. Western Ave., Muskegon, Michigan 49440 in the City of Muskegon. A move out of the City is a default under this Note.

This Note is secured by a certain security agreement of even date between the Maker and the City ("Security Agreement"). This Note is personally guaranteed by Jeff Jacobson, ("Personal Guaranty"). The terms of the Security Agreement and Personal Guaranty are incorporated in this Note by reference. The City shall have all of the rights and powers set forth in the Security Agreement and Personal Guaranty as though the same were set forth fully in this Note. A default in the Security Agreement or Personal Guaranty shall constitute a default of this Note.

Upon any default, including, but not limited to, any failure to make payments when due, the City may, upon ten (10) days written notice to the Maker, declare the entire remaining balance of principal and interest to be immediately due and payable. No delay by the City in exercising any right hereunder shall be considered a waiver of such right.

The Maker (i) waives protest, presentment, demand for payment, and notice of dishonor; (ii) agrees that any extension of the time for any payment, reduction of any payments, acceptance by the City of a renewal note, or release or non-enforcement of any security, whether with or without notice, shall not release or offset the obligations of the Maker; (iii) agrees to reimburse the City for any and all costs and expenses (including but not limited to, reasonable and actual attorney fees) incurred in attempting to collect any and all principal and interest on this Note.

MAKER: Unruly Brewing, LLC

By: _____

Name: Jeff Jacobson

Title: _____

Date: _____, 2020

Exhibit A

Amortization Schedule

Compound Period: Monthly
Nominal Annual Rate: 7.50%

Cash Flow Data

Event	Date	Amount	Payments	Period	End Date
Loan	2/1/2020	\$ 80,000.00			
Payment	3/1/2020	\$ 1,603.04	60	Monthly	2/1/2025

Amortization Schedule - Normal Amortization

2020 Payment Schedule

	Date	Payment	Interest	Principal	Balance
Loan	2/1/2020				\$ 80,000.00
1	3/1/2020	\$ 1,603.04	\$ 500.00	\$ 1,103.04	\$ 78,896.96
2	4/1/2020	\$ 1,603.04	\$ 493.11	\$ 1,109.93	\$ 77,787.03
3	5/1/2020	\$ 1,603.04	\$ 486.17	\$ 1,116.87	\$ 76,670.15
4	6/1/2020	\$ 1,603.04	\$ 479.19	\$ 1,123.85	\$ 75,546.30
5	7/1/2020	\$ 1,603.04	\$ 472.16	\$ 1,130.88	\$ 74,415.43
6	8/1/2020	\$ 1,603.04	\$ 465.10	\$ 1,137.94	\$ 73,277.48
7	9/1/2020	\$ 1,603.04	\$ 457.98	\$ 1,145.06	\$ 72,132.43
8	10/1/2020	\$ 1,603.04	\$ 450.83	\$ 1,152.21	\$ 70,980.22
9	11/1/2020	\$ 1,603.04	\$ 443.63	\$ 1,159.41	\$ 69,820.80
10	12/1/2020	\$ 1,603.04	\$ 436.38	\$ 1,166.66	\$ 68,654.14
2020 Totals		\$ 16,030.40	\$ 4,684.54	\$ 11,345.86	

2021 Payment Schedule

11	1/1/2021	\$ 1,603.04	\$ 429.09	\$ 1,173.95	\$ 67,480.19
12	2/1/2021	\$ 1,603.04	\$ 421.75	\$ 1,181.29	\$ 66,298.90
13	3/1/2021	\$ 1,603.04	\$ 414.37	\$ 1,188.67	\$ 65,110.23
14	4/1/2021	\$ 1,603.04	\$ 406.94	\$ 1,196.10	\$ 63,914.13
15	5/1/2021	\$ 1,603.04	\$ 399.46	\$ 1,203.58	\$ 62,710.55
16	6/1/2021	\$ 1,603.04	\$ 391.94	\$ 1,211.10	\$ 61,499.45
17	7/1/2021	\$ 1,603.04	\$ 384.37	\$ 1,218.67	\$ 60,280.79
18	8/1/2021	\$ 1,603.04	\$ 376.75	\$ 1,226.29	\$ 59,054.50
19	9/1/2021	\$ 1,603.04	\$ 369.09	\$ 1,233.95	\$ 57,820.55
20	10/1/2021	\$ 1,603.04	\$ 361.38	\$ 1,241.66	\$ 56,578.89
21	11/1/2021	\$ 1,603.04	\$ 353.62	\$ 1,249.42	\$ 55,329.47

22	12/1/2021	\$ 1,603.04	\$ 345.81	\$ 1,257.23	\$ 54,072.24
2021 Totals		\$ 19,236.48	\$ 4,654.57	\$ 14,581.91	

2022 Payment Schedule

23	1/1/2022	\$ 1,603.04	\$ 337.95	\$ 1,265.09	\$ 52,807.15
24	2/1/2022	\$ 1,603.04	\$ 330.04	\$ 1,273.00	\$ 51,534.15
25	3/1/2022	\$ 1,603.04	\$ 322.09	\$ 1,280.95	\$ 50,253.20
26	4/1/2022	\$ 1,603.04	\$ 314.08	\$ 1,288.96	\$ 48,964.24
27	5/1/2022	\$ 1,603.04	\$ 306.03	\$ 1,297.01	\$ 47,667.23
28	6/1/2022	\$ 1,603.04	\$ 297.92	\$ 1,305.12	\$ 46,362.11
29	7/1/2022	\$ 1,603.04	\$ 289.76	\$ 1,313.28	\$ 45,048.83
30	8/1/2022	\$ 1,603.04	\$ 281.56	\$ 1,321.48	\$ 43,727.35
31	9/1/2022	\$ 1,603.04	\$ 273.30	\$ 1,329.74	\$ 42,397.60
32	10/1/2022	\$ 1,603.04	\$ 264.99	\$ 1,338.05	\$ 41,059.55
33	11/1/2022	\$ 1,603.04	\$ 256.62	\$ 1,346.42	\$ 39,713.13
34	12/1/2022	\$ 1,603.04	\$ 248.21	\$ 1,354.83	\$ 38,358.30
2022 Totals		\$ 19,236.48	\$ 3,522.54	\$ 15,713.94	

2023 Payment Schedule

35	1/1/2023	\$ 1,603.04	\$ 239.74	\$ 1,363.30	\$ 36,995.00
36	2/1/2023	\$ 1,603.04	\$ 231.22	\$ 1,371.82	\$ 35,623.18
37	3/1/2023	\$ 1,603.04	\$ 222.64	\$ 1,380.40	\$ 34,242.78
38	4/1/2023	\$ 1,603.04	\$ 214.02	\$ 1,389.02	\$ 32,853.76
39	5/1/2023	\$ 1,603.04	\$ 205.34	\$ 1,397.70	\$ 31,456.05
40	6/1/2023	\$ 1,603.04	\$ 196.60	\$ 1,406.44	\$ 30,049.62
41	7/1/2023	\$ 1,603.04	\$ 187.81	\$ 1,415.23	\$ 28,634.39
42	8/1/2023	\$ 1,603.04	\$ 178.96	\$ 1,424.08	\$ 27,210.31
43	9/1/2023	\$ 1,603.04	\$ 170.06	\$ 1,432.98	\$ 25,777.33
44	10/1/2023	\$ 1,603.04	\$ 161.11	\$ 1,441.93	\$ 24,335.40
45	11/1/2023	\$ 1,603.04	\$ 152.10	\$ 1,450.94	\$ 22,884.46
46	12/1/2023	\$ 1,603.04	\$ 143.03	\$ 1,460.01	\$ 21,424.45
2023 Totals		\$ 19,236.48	\$ 2,302.63	\$ 16,933.85	

2024 Payment Schedule

47	1/1/2024	\$ 1,603.04	\$ 133.90	\$ 1,469.14	\$ 19,955.31
48	2/1/2024	\$ 1,603.04	\$ 124.72	\$ 1,478.32	\$ 18,476.99
49	3/1/2024	\$ 1,603.04	\$ 115.48	\$ 1,487.56	\$ 16,989.43
50	4/1/2024	\$ 1,603.04	\$ 106.18	\$ 1,496.86	\$ 15,492.58
51	5/1/2024	\$ 1,603.04	\$ 96.83	\$ 1,506.21	\$ 13,986.36
52	6/1/2024	\$ 1,603.04	\$ 87.41	\$ 1,515.63	\$ 12,470.74
53	7/1/2024	\$ 1,603.04	\$ 77.94	\$ 1,525.10	\$ 10,945.64
54	8/1/2024	\$ 1,603.04	\$ 68.41	\$ 1,534.63	\$ 9,411.01

55	9/1/2024	\$ 1,603.04	\$ 58.82	\$ 1,544.22	\$ 7,866.79
56	10/1/2024	\$ 1,603.04	\$ 49.17	\$ 1,553.87	\$ 6,312.92
57	11/1/2024	\$ 1,603.04	\$ 39.46	\$ 1,563.58	\$ 4,749.33
58	12/1/2024	\$ 1,603.04	\$ 29.68	\$ 1,573.36	\$ 3,175.98
2024 Totals		\$ 19,236.48	\$ 988.01	\$ 18,248.47	

2025 Payment Schedule					
59	1/1/2025	\$ 1,603.04	\$ 19.85	\$ 1,583.19	\$ 1,592.79
60	2/1/2025	\$ 1,602.74	\$ 9.95	\$ 1,592.79	\$ -
2025 Totals		\$ 3,205.78	\$ 29.80	\$ 3,175.98	

		Total Paid	Total Interest	Total Principle	
Grand Totals		\$ 96,182.10	\$ 16,182.10	\$ 80,000.00	

Last payment is reduced by \$.30 due to rounding.

SECURITY AGREEMENT

This Security Agreement is entered into on _____, 2020 ("Effective Date"), between **Unruly Brewing, LLC**, a Michigan limited liability company, of 360 W. Western Ave., Muskegon, Michigan 49440 ("Debtor"), and the **City of Muskegon**, a Michigan municipal corporation, at 933 Terrace Street, Muskegon, Michigan 49440 ("City"), with reference to the following facts:

Background

A. Debtor has received from City a loan in the amount of \$80,000.00 pursuant to the terms and conditions of a certain term loan agreement between City and Debtor of even date ("Loan Agreement").

B. Debtor has agreed to grant a security interest in all of its assets as security for payment of the loan pursuant to the terms of a certain promissory note between Debtor and City of even date ("Note").

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

1. **Definitions.** As used in this Security Agreement, the following definitions (in addition to other terms and provisions set forth in Article IX of the Michigan Uniform Commercial Code, MCL 440.9101 et seq.) shall apply:

a. **Collateral.** The collateral shall consist of all of the personal property of Debtor, wherever situated, whether now owned or later acquired, including: Accounts; Chattel paper; Deposit Accounts; Documents; Equipment; Farm Products; General Intangibles, including payment intangibles; Goods; Instruments, including promissory notes; Inventory; Investment Property; Letters of Credit and Letters of Credit Rights; Supporting Obligations. To the extent not listed above as original Collateral, proceeds and products of the foregoing, including all Inventory repossessed or returned; and, in addition, as used in this Agreement, Inventory includes goods held for sale or lease or furnished or to be furnished under contracts of service, or goods being processed for sale in Debtor's business, as now or later conducted, including raw materials, work in process, finished goods, and materials and supplies used or consumed in Debtor's business. All of the above shall be referred to as the "Collateral".

b. **Obligations.** This Security Agreement secures the following (collectively, the "Obligations"):

i. Debtor's obligations and liabilities under the Loan Agreement, including any agreements or instruments referred to therein, the Note and this Agreement;

ii. The repayment of (1) any amounts that City may advance or spend for the maintenance or preservation of the Collateral, and (2) any other expenditures that City may make under the provisions of this Security Agreement or for the benefit of Debtor;

iii. All amounts owed under any modifications, renewals, or extensions of any of the foregoing items; and

iv. Any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations due do not accrue because of the automatic stay under the Bankruptcy Code Section 362 or otherwise.

c. **Term.** A period of time commencing on the date of this Agreement and ending on the Termination Date.

d. **Termination Date.** The date when all Obligations owed by Debtor to City have been satisfied.

e. **UCC.** Any term used in the Uniform Commercial Code as adopted from time to time in the State of Michigan ("UCC") and not defined in this Security Agreement has the meaning given to the term in the UCC.

2. **Grant of Security Interest.** As security for the payment or performance of the Obligations, Debtor grants a Security Interest in the Collateral to City.

3. **Perfection of Security Interests.**

a. **Filing of Financing Statement.** Debtor authorizes City to file a financing statement (the "Financing Statement") describing the Collateral.

b. **Possession.** Debtor shall have possession of the Collateral, except where otherwise expressly provided in this Security Agreement.

c. **Control.** Debtor will cooperate at all times with City in obtaining control with respect to the Collateral.

4. **Post-Effective Date Covenants and Rights Concerning the Collateral.**

a. **Inspection.** The parties to this Security Agreement may inspect any Collateral in the other party's possession or control at any time upon reasonable notice.

b. **Personal Property.** The Collateral shall remain personal property at all times; and Debtor shall not affix any of the Collateral to any real property in any manner that would change its nature from that of personal property to real property or to a fixture.

c. **City Collection Rights.** City shall have the right at any time to enforce Debtor's rights against the account debtors and obligors.

d. **Limitations on Duties Concerning Maintenance of Collateral.**

i. Debtor has the risk of loss of the Collateral; and

ii. City has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral.

e. **Inventory.** Debtor has the power to sell Debtor's Inventory in the ordinary course of Debtor's business, provided that Debtor is not in default. In addition, the parties agree as follows:

i. A sale of Debtor's Inventory not in the ordinary course of business shall constitute a default; and

ii. The interest of City shall continue in all proceeds of sales and all dispositions of Debtor's Inventory.

5. **Covenants, Warranties and Representations of Debtor.** Debtor, as an inducement to City to extend credit to Debtor, covenants, represents, and warrants to City the following:

a. **Title to and Transfer of Collateral.** Debtor has rights in or the power to transfer the Collateral, and its title to the Collateral is free of all adverse claims, liens, security interests, and restrictions on transfer or pledge.

b. **Location of Collateral.** Debtor will maintain the Collateral at, and will not remove the Collateral from, Debtor's business address of 2221 Lemuel Street, Muskegon Heights, Michigan 49444, without the prior written consent of City. Debtor will promptly notify City in writing of any change in the location of any place of business or establishment of any new place of business of Debtor.

c. **Organization and Name.** Debtor is duly organized and operating a business under the laws of the State of Michigan; and, further, until the Obligations are paid in full, Debtor agrees that Debtor will:

i. Preserve its existence in good standing and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of Debtor's assets;

ii. Not change Debtor's name without the written consent of City. Debtor's exact legal name is as set forth in the first paragraph of this Security Agreement; and

iii. Not change its location as that term is defined in UCC 9-307 (MCL 440.9307).

d. **Use.** The Collateral will be used primarily for Debtor's business.

e. **Records.** Debtor will at all times during this Agreement keep accurate and complete records of Debtor's Collateral, and will, at any time at the request of City, deliver to City a schedule specifically identifying all of the Collateral.

f. **Insurance.** Debtor will keep the Collateral continuously insured with insurance carriers in amounts and against risks that shall be reasonably satisfactory to City, with the loss payable clause in favor of City.

g. **Indemnification.** Debtor agrees to indemnify and hold harmless City from any loss or damage caused by the Collateral or its use, and immediately to give written notice to City of any loss of or damage to the Collateral occasioned by any cause.

h. **Impairment of Collateral.** If the Collateral becomes unsatisfactory to City or deteriorates in market or actual value, Debtor will, after written demand given by City to Debtor, promptly reduce the debt to City to the extent specified by City or, in the alternative, increase the Collateral to the amount affixed by City.

i. **Financial and Other Statements.** During the term of this Agreement, Debtor will deliver to City as soon as practicable upon request by City (and in any event, within 90 days thereafter), the following:

i. Debtor's balance sheet at the end of such year;

ii. Debtor's tax return for such fiscal year; and

iii. A certificate of good standing or similar document from the Office of the Secretary of State affirming that Debtor remains duly organized under the laws of the State of Michigan.

6. **Events of Default.** The occurrence of any of the following shall, at the option of City, be an Event of Default:

a. Any default, Event of Default as defined under the Agreement, this Security Agreement, or any of the other Obligations;

b. Debtor's failure to comply with any of the provisions of, or the incorrectness of any representation or warranty contained in, this Security Agreement or in any of the other Obligations;

c. Transfer or disposition of any of the Collateral, except as expressly permitted by this Security Agreement;

d. Attachment, execution, or levy on any of the Collateral;

e. Debtor voluntarily or involuntarily becoming subject to any proceeding under (i) the Bankruptcy Code or (ii) any similar remedy under state statutory or common law; or

f. Debtor shall fail to comply with, or become subject to any administrative or judicial proceeding under any federal, state, or local (i) hazardous waste or

environmental law, (ii) asset forfeiture or similar law which can result in the forfeiture of property, or (iii) other law, where noncompliance may have any significant effect on the Collateral.

7. **Default Costs.** Should an Event of Default occur, Debtor will pay to City all costs reasonably incurred by City for the purpose of enforcing its rights hereunder, including:

- a. Costs of foreclosure;
- b. Costs of obtaining money damages; and
- c. A reasonable fee for the services of attorneys employed by City for any purpose related to this Security Agreement or the Obligations, including consultation, drafting documents, sending notices, or instituting, prosecuting, or defending litigation or arbitration.

8. **Remedies Upon Default.**

a. **General.** Upon any Event of Default, City may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity, to collect, enforce, or satisfy any Obligations then owing, whether by acceleration or otherwise.

b. **Conformer Remedies.** Upon any Event of Default, City shall have the right to pursue any of the following remedies separately, successively, or simultaneously:

i. File suit and obtain judgment and, in conjunction with any action, City may seek any ancillary remedies provided by law, including levy of attachment and garnishment;

ii. Take possession of any Collateral not already in its possession without demand and without legal process. Upon City's demand, Debtor will assemble and make the Collateral available to City as City may direct. Debtor grants to City the right, for this purpose, to enter into or on any premises where Collateral may be located; and

iii. Without taking possession, sell, lease, or otherwise dispose of the Collateral at public or private sale in accordance with the UCC.

9. **Foreclosure Procedures.**

a. **No Waiver.** No delay or omission by City to exercise any right or remedy accruing upon any Event of Default shall: (i) impair any right or remedy, (ii) waive any default or operate as an acquiescence to the Event of Default, or (iii) affect any subsequent default of the same or of a different nature.

b. **Notices Regarding Sale.** City shall give Debtor such notice of any private or public sale as may be required by the UCC.

c. **Condition of Collateral.** City has no obligation to clean-up or otherwise prepare the Collateral for sale.

d. **No Obligation to Pursue Others.** City has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and City may release, modify, or waive any Collateral provided by any other person to secure any of the Obligations, all without affecting City's rights against Debtor. Debtor waives any right it may have to require City to pursue any third person for any of the Obligations.

e. **Compliance with Other Laws.** City may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

f. **Warranties.** City may sell the Collateral without giving any warranties as to the Collateral. City may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

g. **Sales on Credit.** If City sells any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by City, and applied to the indebtedness of the purchaser. If the purchaser fails to pay for the Collateral, City may resell the Collateral, and Debtor shall be credited with the proceeds of the sale.

h. **Purchases by City.** If City purchases any of the Collateral being sold, City may pay for the Collateral by crediting some or all of the Obligations of Debtor.

i. **No Marshaling.** City shall have no obligation to marshal any assets in favor of Debtor, or against or in payment of any of the Obligations or any other obligation owed to City by Debtor or any other person.

10. **Miscellaneous.**

a. **Assignment.** This Security Agreement shall bind and shall inure to the benefit of the heirs, legatees, executors, administrators, successors, and assigns of City and shall bind all persons who become bound as a debtor to this Security Agreement. City does not consent to any assignment by Debtor except as expressly provided in this Security Agreement. City may assign its rights and interests under this Security Agreement. If an assignment is made, Debtor shall render performance under this Security Agreement to the assignee. Debtor waives and will not assert against any assignee any claims, defenses, or set-offs that Debtor could assert against City except defenses that cannot be waived.

b. **Severability.** Should any provision of this Security Agreement be found to be void, invalid, or unenforceable by a court or panel of arbitrators of competent

jurisdiction, that finding shall only affect the provisions found to be void, invalid, or unenforceable and shall not affect the remaining provisions of this Security Agreement.

c. **Notices.** Any notices required by this Security Agreement shall be deemed to be delivered when a record has been (i) deposited in any United States postal box if postage is prepaid, and the notice properly addressed to the intended recipient, (ii) received by fax, (iii) received through the Internet, and (iv) when personally delivered.

d. **Headings.** Section headings used in this Security Agreement are for convenience only. They are not a part of this Security Agreement and shall not be used in construing it.

e. **Governing Law.** This Security Agreement is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with the laws of the State of Michigan.

f. **Waiver.** Any party to this Security Agreement may waive the enforcement of any provision to the extent the provision is for its benefit.

g. **Further Assurances.** Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by City to evidence or perfect the security interest granted herein, to maintain the priority of the security interests, or to effectuate the rights granted to City herein.

The parties have signed this Security Agreement on the date set forth below their names, to be effective as of the date set forth above.

City – City of Muskegon

By: _____
Name: Steven Gawron
Title: Mayor
Dated: _____, 2019

By: _____
Name: Ann Meisch
Title: City Clerk
Dated: _____, 2019

Debtor – Unruly Brewing, LLC

By: _____
Name: Jeff Jacobson
Title: _____
Dated: _____, 2019

PERSONAL GUARANTY

This Personal Guaranty ("Guaranty") is given _____, 2020 ("Effective Date"), by **Jeff Jacobson** ("Jacobson") to the **City of Muskegon** ("City"), with reference to the following facts:

Background

A. The City has extended to **Unruly Brewing, LLC**, a Michigan limited liability company ("Unruly Brewing"), the principal sum of \$80,000.00 represented by a promissory note of even date ("Debt").

B. Jacobson is financially interested in the Unruly Brewing and he will receive valuable consideration for the Debt to Unruly Brewing.

C. Therefore, Jacobson agrees that hhe will guarantee payment of the Debt to the full extent of any property or interest held or owned by him under any form of legal or beneficial ownership. Jacobson desires to enter into this Guaranty to induce the City to engage in transactions in which Unruly Brewing may make, extend, renew, or refinance the Debt to the City.

Therefore, for good and valuable consideration, Jacobson agrees as follows:

1. **Guaranty.** Jacobson guarantees to the City, its successors and assigns, the prompt payment when due, whether by acceleration or otherwise, of the Debt, together with interest at the rate stated in any document evidencing such liability, and any attorney fees, costs and expenses of collection incurred by the City in connection with any liability covered by this Guaranty. Such Guaranty shall extend to any property or interest held or owned by Jacobson individually or jointly or under any other form of legal or beneficial ownership.

2. **Duration.** The obligation of Jacobson shall continue until full payment is made of the Debt of Unruly Brewing to the City now due or hereafter to become due and until payment is made of any loss or damage incurred by the City with respect to any liability covered by this Guaranty.

3. **Successors and Assigns Bound.** Jacobson agrees that this Guaranty shall be enforceable against his heirs, successors, and assigns.

4. **Guaranty to be Supplemental.** Jacobson agrees that this Guaranty shall supplement and be in addition to any other guaranty, indemnity, pledge, security agreement, mortgage, hypothecation, or any other form of collateral to secure any liability of Unruly Brewing.

5. **Consent.** Jacobson consents, without affecting his obligations to the City, that the City may, without notice to or the consent of Jacobson, in its sole discretion, deal in any manner with the Debt and any collateral therefor, including, but not limited to, the following powers, in addition to any powers granted by law:

a. To extend, in whole or in part, by renewal, refinancing or otherwise, the time of payment of the Debt;

b. To release, surrender, exchange, modify, impair or extend the period or duration or the time for performance or payment of any collateral securing the Debt;

c. To settle or compromise any claim of the City against Unruly Brewing, or against any other person, firm or corporation, whose obligation is held by the City as collateral security for payment of the Debt;

d. In the event of nonpayment when due, by acceleration or otherwise, of the Debt, to realize on the collateral or any part thereof, in whole or in such parcels or subdivided interests as the City may elect, at any public or private sales, on such terms and conditions as the City may accept, without demand, advertisement or notice of the time and place of sale or any adjournment thereof, or by foreclosure or otherwise, or to forbear from realizing thereon, all as the City in its sole discretion may deem proper, and to purchase all or any part of the collateral for its own account. At any such sale or foreclosure, such powers are to be exercised only to the extent permitted by law; and

e. To modify or otherwise change any terms of all or any part of the Debt or the rate of interest thereon.

Jacobson ratifies and affirms any such extension, renewal, release, surrender, exchange, modification, impairment, settlement, compromise, purchase at a foreclosure or other sale, and all such actions shall be binding upon Jacobson who waives all defenses, counterclaims, or offsets which he might have by reason thereof.

6. **Waiver.** Jacobson waives: (a) notice of acceptance of this Guaranty by the City; (b) notice of presentment, demand for payment, protest, or other default of any of Unruly Brewing's liabilities or the obligation of any person, firm, or corporation held by the City as collateral security for Unruly Brewing's obligation; (c) notice of the failure of any person, firm, or corporation to pay to the City any indebtedness held by the City as collateral security for payment of the Debt; and (d) all defenses, offsets, and counterclaims that Jacobson may at any time have to any claim of the City against Unruly Brewing.

7. **Discharge.** The obligation of Jacobson and the rights of the City in collateral securing repayment of the Debt shall not be released, discharged, or in any way affected, nor shall Jacobson have any rights against the City by reason of the fact that: (a) collateral may be in default at the time of acceptance by the City or subsequent to such date; (b) a valid lien or security interest in any of the collateral may not be created in favor of or conveyed to the City; (c) any of the collateral may be subject to equities or defenses or claims in favor of others or may be invalid or defective in any way; (d) the financial condition of Borrower or Jacobson may not have been correctly estimated or may have changed; and (e) any collateral may have deteriorated, wasted or been lost by fire, theft, casualty, or otherwise unless such deterioration, waste, or loss shall be caused by willful act of the City.

8. **Remedies.** The City may at its option proceed against Jacobson to collect any obligation covered by this Guaranty, without first proceeding against Unruly Brewing, or any other person, firm, corporation, or guarantor, and without first resorting to any property at any time held by the City as collateral security. The City may proceed against Jacobson as if such amounts due are the direct and primary obligation of Jacobson. Jacobson shall have no right of subrogation, indemnification, or contribution with respect to the Debt or the collateral unless and until the City shall have received full payment of the Debt.

9. **Choice of Law.** This Guaranty is established and accepted by the City under the laws of the State of Michigan and all questions concerning its validity and construction shall be determined under such laws.

10. **Severability.** If any clause, provision, or paragraph of this Guaranty is ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision, or paragraph shall not affect any of the remaining clauses, provisions, or paragraphs.

This Guaranty has been executed on the day and year above written.

Jeff Jacobson, individually
Dated: _____, 2020

Application for Term Loan
City of Muskegon Revolving Loan Fund

Application Date: 1/7/20

Applicant Business: Unruly Brewing Company, LLC

 Sole Proprietorship Partnership x Corporation

(taxed as a C-corp)

Principals:	<u>Name</u>	<u>Address</u>	<u>%Ownership</u>
	Jeffery Jacobson		22.76
	Eric Hoffman		22.75
	Mark Gongalski		22.75

Business Address: 360 W. Western Ave., Muskegon, MI 49440

Project Address: 360 W. Western Ave., Muskegon, MI 49440

Employment: X Now On Project Completion After One Year

Source of Funds	Equity amount in business		
	(Including new loan):	\$250,000	22.5% of total
	Bank Participation:	\$780,000	70.3% of total (made up of several lenders)
	City RLF Loan Requested:	\$80,000	7.2% of total
	TOTAL SOURCES:	\$1,110,000	100%

Use of Funds:	Land and Building:	\$560,000	
	Site Improvements:	\$	
	Construction/Renovation:	\$95,000	
	Machinery & Equipment:	\$410,000	
	Furniture and Fixtures:	\$20,000	
	Working Capital:	\$25,000	
	Legal and Closing:	\$	(Due & payable at closing from loan proceeds)
	TOTAL USES:	\$1,110,000	

Collateral Offered: Equipment located at 360 W. Western Ave., and the canning line to be purchased

(I) or (We) certify that the information in the application and other supporting documents is true and accurate. Any other use of City of Muskegon Revolving Loan Funds than as requested constitutes fraud. (I) or (We) further agree to comply with the Federal Civil Rights and Equal Opportunity statutes of Title VI and Title VIII and Michigan Civil Rights Act and Fair Employment Practices Act and related rules and regulations.

(s) _____

Date: 1/9/2020

Loan Request: \$80,000

Company Information:

Current Location: 360 W. Western Ave.,
Muskegon, MI

Project Location: 2221 Lemuel, Muskegon
Heights, MI / 360 W. Western Ave.,
Muskegon, MI

Address: 360 W. Western Ave.,
Muskegon, MI 49440

Principal: Jeffery Jacobson

Summary of Project:

Production and packaging at 2221 Lemuel Street, Muskegon Heights, MI: Unruly has licensed the premises as a production Micro-Brewery for the production of craft beer and for production of wine products, such as cider and other wines, as a Small Wine Maker only with no retail sales at that location. The production will include kegs and a canning line to assist with retail sales at 360 W. Western, Ave., Muskegon MI and additional wholesale sales around the State of Michigan. Additional product will allow Unruly to be competitive in the market, which it has recently struggled to keep up with demand for its product. In addition, the wide spread distribution both at off premises retail and at bars and restaurants around Michigan will act as advertising to visit the brewery in downtown Muskegon, which is the only taproom where people can visit and purchase beer, wine, and cider directly from the brewery. There are no plans to have any retail outlet at 2221 Lemuel Street, Muskegon Heights, which will be solely used to support the downtown brewery and wholesale sales of the Unruly products. This increased production will also make the operation more efficient and increase profit margins to help support operations in downtown Muskegon and assist with improvements to that location. The majority of the loan request from the City of Muskegon will be used to pay for a much needed canning line to allow for additional retail sales within the taproom. Having canned product available for purchase from the taproom will help increase taproom sales. In addition, having canned product in local and regional off premises retail locations, such as Meijer, will help promote and drive traffic to Unruly's downtown Muskegon location to sample other products that we have on tap. Beer and wine production will continue at the current location, 360 West Western, Muskegon, MI to support the tap list and do small experimental batches.

Employment:

We currently employ 11 to 15 individuals throughout the year depending on the season, and have plans to increase our employment as production and taproom traffic increase.

Sources and Uses Summary:

SOURCES

Equity

Loans

City RLF Loan

USES

Purchase of real estate, real estate improvements, working capital, equipment purchase

Purchase of real estate, real estate improvements, working capital, equipment purchase

Purchase equipment, equipment connections, inventory purchase, raw materials purchase. Specifically \$60,000 will be allocated to the purchase of a canning line and related items to the operation of that equipment, including sterile air components, loaders, and inventory.

Other Financial Comments:

We have borrowed significant amounts for our improvements after all of the equity investments we have raised. We have requested further lines of credit from both PNC and Chemical Bank, which they have denied extending us further loans. Once the production facility is up and running it will take a significant burden off of the downtown taproom. Currently, the taproom is supporting all the expenses of the expansion. The production facility will be operational by mid January of 2020 and we are working with distributors to take orders. This will help to take some of the financial burden off of the taproom initially and eventually help put additional investment back into the downtown location. The addition of a canning line will help speed that increased production and sales by creating another avenue for distribution to off premises locations such as gas stations, grocery stores, and convenience stores that we can not currently sell product to because we only have kegs.

Loan Package Structure:

Collateral:

Recommendation:

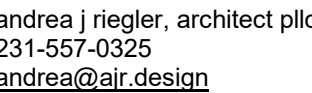
*Information contained in this application and supporting documentation may be subject to review by the public if a Freedom of Information Request is filed.

Revenue and Expenses for Operation of Unruly Production Facility																
	2019					2020										
Revenue:	November	December	January	February	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals	
Beer (Intercompany & Wholesale) in 1/2 bbls	0	0	60	120	240	500	765	765	775	775	755	775	775	781	7086	
Keg Sales (\$130 average per 1/2 bbl)	0.00	0.00	7,800.00	15,600.00	31,200.00	65,000.00	99,450.00	99,450.00	100,750.00	100,750.00	98,150.00	100,750.00	100,750.00	101,530.00	921,180.00	
Cost of Goods Sold																
Brewery																
Chemicals	0.00	0.00	102.56	205.12	410.24	854.67	1,307.64	1,307.64	1,324.73	1,324.73	1,290.55	1,324.73	1,324.73	1,334.99	12,112.34	
Packaging	0.00	0.00	204.60	409.20	818.40	1,705.00	2,608.65	2,608.65	2,642.75	2,642.75	2,574.55	2,642.75	2,642.75	2,663.21	24,163.26	
Production Supplies	0.00	0.00	33.81	67.61	135.22	281.72	431.03	431.03	436.66	436.66	425.39	436.66	436.66	440.04	3,992.49	
Raw Materials	0.00	0.00	1,111.50	2,223.00	4,446.00	9,262.50	14,171.63	14,171.63	14,356.88	14,356.88	13,986.38	14,356.88	14,356.88	14,468.03	131,268.15	
Contingency 20%	0.00	0.00	290.49	580.99	1,161.97	2,420.78	3,703.79	3,703.79	3,752.20	3,752.20	3,655.37	3,752.20	3,752.20	3,781.25	34,307.25	
Total COGS	0.00	0.00	1,742.96	3,485.92	6,971.84	14,524.66	22,222.73	22,222.73	22,513.22	22,513.22	21,932.24	22,513.22	22,513.22	22,687.52	205,843.48	
Gross Profit	0.00	0.00	6,057.04	12,114.08	24,228.16	50,475.34	77,227.27	77,227.27	78,236.78	78,236.78	76,217.76	78,236.78	78,236.78	78,842.48	715,336.52	
Expenses																
Rent	2912.20	2912.20	2912.20	2912.20	2912.20	2912.20	2912.20	2912.20	2912.20	2912.20	2912.20	2912.20	2912.20	2912.20	40770.80	
Utilities																
Gas	0.00	0.00	53.33	106.67	213.33	444.44	680.00	680.00	688.89	688.89	671.11	688.89	688.89	694.22	6298.67	
Water	0.00	0.00	53.33	106.67	213.33	444.44	680.00	680.00	688.89	688.89	671.11	688.89	688.89	694.22	6298.67	
Electric	0.00	0.00	53.33	106.67	213.33	444.44	680.00	680.00	688.89	688.89	671.11	688.89	688.89	694.22	6298.67	
Internet / Phone	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	2100.00	
Insurance	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	14000.00	
Professional Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Accounting Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
General Maintenance	0.00	0.00	50.00	50.00	50.00	50.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	6200.00	
Office	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Supplies	0.00	0.00	50.00	50.00	50.00	50.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	2600.00	
Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Advertising/ Marketing	0.00	0.00	133.33	266.67	533.33	1111.11	1700.00	1700.00	1722.22	1722.22	1677.78	1722.22	1722.22	1735.56	15746.67	
Labor																
Salary - Managers															0.00	
Salary -Sales																
Hourly - General Laborers	0.00	0.00	0.00	0.00	426.67	888.89	1,360.00	1,360.00	1,377.78	1,377.78	1,342.22	1,377.78	1,377.78	1,388.44	12,277.33	
Hourly - Assistant Brewers	0.00	0.00	117.33	234.67	469.33	977.78	1,496.00	1,496.00	1,515.56	1,515.56	1,476.44	1,515.56	1,515.56	1,527.29	13,857.07	
Hourly - Brewer	0.00	0.00	138.67	277.33	554.67	1,155.56	1,768.00	1,768.00	1,791.11	1,791.11	1,744.89	1,791.11	1,791.11	1,804.98	16,376.53	
Hourly - Brewer					444.45	925.93	1,416.67	1,416.67	1,435.19	1,435.19	1,398.15	1,435.19	1,435.19	1,446.30	12,788.91	
Payroll Taxes	0.00	0.00	71.95	143.91	287.82	599.62	917.41	917.41	929.41	929.41	905.42	929.41	929.41	936.60	8,497.77	
Property Taxes	571.74	571.74	571.74	571.74	571.74	571.74	571.74	571.74	571.74	571.74	571.74	571.74	571.74	571.74	8,004.36	
Equipment Leasing	0.00	0.00	800.00	1,666.67	2,550.00	2,550.00	2,583.33	2,583.33	2,516.67	2,583.33	2,583.33	2,603.33	23,620.00	0.00	46,640.00	
Federal Beer and Wine Tax	0.00	0.00	94.50	189.00	378.00	787.50	1,204.88	1,204.88	1,220.63	1,220.63	1,189.13	1,220.63	1,220.63	1,230.08	11,160.45	
State Beer and Wine Tax	0.00	0.00	170.10	340.20	680.40	1,417.50	2,168.78	2,168.78	2,197.13	2,197.13	2,140.43	2,197.13	2,197.13	2,214.14	20,088.81	
State Sales Tax																
Equipment Loan	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	100,534.00	
Subtotal Expenses and Liabilities	11,814.94	11,814.94	13,600.83	15,353.38	18,879.60	23,662.15	29,520.01	29,520.01	29,637.28	29,703.95	29,336.06	29,723.95	50,740.62	27,230.98	350,538.70	
Contingency 10%	1,181.49	1,181.49	1,360.08	1,535.34	1,887.96	2,366.22	2,952.00	2,952.00	2,963.73	2,970.40	2,933.61	2,972.40	5,074.06	2,723.10	35,053.87	
Total Expenses and Liabilities	12,996.43	12,996.43	14,960.91	16,888.72	20,767.56	26,028.37	32,472.01	32,472.01	32,601.01	32,674.35	32,269.67	32,696.35	55,814.68	29,954.08	385,592.57	
Income from Lease of 2217 Lemuel	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	24,500.00	
Net Profit/Loss	-11,246.43	-11,246.43	-7,153.87	-3,024.64	5,210.60	26,196.97	46,505.26	46,505.26	47,385.76	47,312.43	45,698.10	47,290.43	24,172.10	50,638.40	354,243.95	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 11, 2020	Title: Arena Change Order
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval of Change Order 1 to the contract with Platinum Contracting for work being completed under Phase 2 of the arena restroom renovation project.	
Detailed Summary: On December 10, 2019, the City Commission approved a contract with Platinum Contracting to remodel the existing restrooms at the Mercy Health Arena. The original contract amount was \$266,173.69. A number of issues/changes have arisen since the project commenced. Some of the major issues include the presence of asbestos, an immediate need for increased restroom fixtures, and deterioration of a number of windows that now require replacement. The additional work will raise the contract cost by \$177,981.38, however, the additional work will result in six additional women's toilets, two additional men's urinals, and 14 additional "flex" toilets that can be used as either men's or women's water closets, depending on event type/attendance. The previous plan left the arena slightly short on both men's and women's facility counts, but the new plan exceeds both.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s):	Fund(s) or Account(s): N/A
Recommended Motion: Approve the Agreement and authorize the Mayor to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



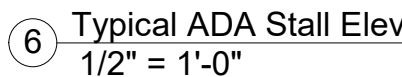
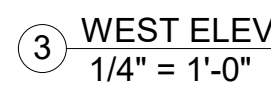
andrea j riegler, architect pllc
231-557-0325
andrea@ajr.design



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



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

[illegible]

470 W Western Avenue

Scale	As indicated
-------	--------------

FROM:
Platinum Contracting Group, LLC
3265 Walker Ave NY Suite D
Grand Rapids, MI 49544

TO:
Frank Peterson
City of Muskegon
933 Terrace St
Muskegon Mi 49440

Date: 2.4.2020

Owner Change Order #1

SCOPE OF WORK		COST
1	Asbestos Abatement	\$ 14,000.00
2	Demo of existing Chase Walls for new layout	\$ 3,200.00
3	Placing Back Concrete at old chase wall	\$ 1,975.00
4	Additional Blocking Material for added Stalls and Accessories	\$ 850.00
5	Install of additional partitions and accessories	\$ 7,693.08
6	Adding 6 HM Doors, Frames, and Hardware	\$ 9,160.00
7	Frame New Walls per revised layout. Inc. Nursing	\$ 9,890.00
8	Additional Wall Tile per revised wall layout	\$ 8,682.00
9	Painting of Nursing Stations and Door Frames	\$ 1,215.00
10	Added 14 Stalls and Urinal Screens - Toilet Partitions	\$ 25,460.00
11	Added Plumbing Fixtures and associated work	\$ 39,000.00
12	Adding 3 wall heaters and associated piping for new layout	\$ 13,072.00
13	Adding Fire Alarm System, Lighting Revision	\$ 11,134.00
14	Window Replacement and Demo	\$ 23,725.00
15	Added 2 Baby Changing Stations	\$ 450.00
16	Platinum OH/P at 5%	\$ 8,475.30

Original Contract Value	\$ 266,173.69
Net Change from Previous Change Orders	\$ -
Current Contract Total	\$ 266,173.69
Current Change Request	\$ 177,981.38
Revised Contract Total	\$ 444,155.07

PLATIUM CONTRAING GROUP LLC

City of Muskegon

Matt Anisko

Frank Peterson

Matthew Anisko

From: Kyle Clark <kclark@Bdnhc.com>
Sent: Wednesday, January 8, 2020 3:39 PM
To: Matthew Anisko
Cc: Brian Bush
Subject: Additional abatement at LC Walker Arena

Hey Matt,

The additional work at LC Walker Arena will cost \$4,100.00

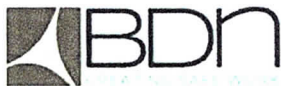
Our current contract price reflected abatement of fittings in the 1st floor restrooms only. The plumbing contractor along with Brian initially identified 10+ fittings on water lines in the annex hallway and locker rooms that needed to be abated to do his work. We were later informed that you guys wanted us to remove all exposed fittings within the locker rooms while they are accessible. The price reflects additional abatement of 63 fittings (see breakdown per location below), labor, air monitoring, and project supervision. We were also requested to sample some materials associated with the annex locker room windows so I have included that pricing in with this as well. Please let me know if you have any questions or concerns. I'll be sending a revised proposal for you to sign or you can just respond that you agree to proceed with the abatement as outlined above and that will suffice.

Annex hallway: 8 fittings to be abated
Locker Room A: 33 fittings to be abated
Locker Room B: 8 fittings to be abated
Locker Room C: 14 fittings to be abated
Locker Room D: 10 fittings to be abated

Sincerely,

Kyle

Kyle A. Clark
Project Manager



68 Ransom Avenue NE
Suite A
Grand Rapids, MI 49503
Office: 269-329-1237
Cell: 231-571-3082

\$ 6,400 - First Floor

\$ 4,100 - Locker Room

\$ 3,500 - Window

~~\$ 1,000 - Sampling~~

\$ 14,000

Madsen Concrete LLC
879 Sunrise CT NW
Grand Rapids, MI 49534 US
+1 6162926206
lmadsen06@yahoo.com

Estimate

ADDRESS
Platinum
L C Walker Arena

ESTIMATE #	DATE
1171	01/17/2020

ACTIVITY	QTY	RATE	AMOUNT
Sales Pour trenches. Approximately 142 lineal feet. Price includes forming for holes in the decking			1,975.00
TOTAL			\$1,975.00

Accepted By

Accepted Date

Quotation

S.A. Morman & Co.

Grand Rapids Office
1100 Gezon Parkway SW
Wyoming, MI 49509-9582
P: 616.245.0583
F: 616.245.9275

Mailing Address
P.O. Box 2182
Grand Rapids, MI 49501-2182

DATE: Jan 30th, 2020 (Revised from 12/24/19)

TO: Platinum Construction Group
ATTN: Matt Anisko

BUILDING: LC Walker Arena – Restroom
Renovations – Phase 2

ARCHITECT: AJR

PLANS AND SPECS DATED: 12/16/19 Sheet
A.02 only

ADDENDUM:

We are pleased to submit our proposal on the following:

TOTAL PACKAGE

\$9,160.00 Tax Included

Hollow Metal & Finish Hardware

Hollow Metal

- 6 ea. 3'-0" x 7'-0" Welded Hollow Metal Frames
5-3/4" Jamb Depth
- 6 ea. 3'-0" x 7'-0" Flush Hollow Metal Doors

Finish Hardware

- | | |
|----------------------------|----------------------------|
| 18 ea. Hinges | 6 ea. Closers |
| 2 ea. Mortise Locksets | 6 ea. 10" High Kick Plates |
| 2 ea. Mortise Privacy Sets | 2 ea. Wall Stops |
| 2 ea. Push / Pull Sets | |

Notes:

- The current lead-time of the frames is currently 2 weeks after approval.
- The currently lead-time of the doors will be 2 to 3 weeks after approved drawings and hardware schedules are received.
- Cylinder provided by others.
- Please confirm the function of the lockset.
- Does NOT include opening #17 listed on the door schedule but is NOT located on the floor plans.

Toilet Partitions

\$44,220.00 Tax Included

- 41 ea. Stalls of Floor Mounted Headrail Braced Toilet Partitions
- 10 ea. Wall Hung Urinal Screens
 - Solid Plastic – Black #221
 - Continuous Hinges
 - Color – Black

Notes:

- Delivery of partitions will be 5 to 6 weeks after approved drawings, color selection and finish wall dimensions are received.
- Pricing includes factory standard continuous stainless steel hinges and stainless steel stir-up brackets.
- The standard size of the urinal screens are 18" or 24".
- Pricing is based on the approved Hadrian Solid Plastic Partitions.
- Material supplied only.

Bath Accessories

\$3,115.00 Tax Included

- | | |
|---------------------|---------------------------------------|
| 6 ea. 18" Grab Bars | 13 ea. 24" x 36" Framed Mirrors |
| 2 ea. 36" Grab Bars | 2 ea. Baby Changing Station - Plastic |
| 6 ea. 42" Grab Bars | |

Notes:

- Delivery of accessories will be 4-5 weeks after approved drawings are received.
- Balance of accessories are to be provided by others.
- Does NOT include any signage.
- Material supplied only.
- No baby changing station locations were provided. We have currently figured only (1) per restroom.

General Notes

- Contractor responsible for the unloading of material.
- No returns allowed on custom orders

ACCEPTED _____ DATE _____

By _____

S.A. Morman & Co.

Salesperson: Jeff Siler

Estimator: Jeff Siler

Unless otherwise stated, prices are for material only. Seller does not become a subcontractor within the meaning of any laws. Unless otherwise indicated, Michigan State sales or use tax is not included. Delivery as agreed unless accident or delay beyond our control. All purchases must be accepted by the Purchaser within six (6) months from the date of Purchase Order. In the event of defect in materials or delivery of material which does not conform to Purchaser's order, the Seller must be notified at once and given reasonable opportunity to correct same. Unless otherwise stated, the terms of sale are net 30 days with approved credit. Seller does not assume responsibility for loss or damage of material in transit when quoting material F.O.B. jobsite. The Consignee-Purchaser must make all claims against carrier. When order is confirmed by Purchaser, some cancellations may be accepted for a service fee. Prices quoted are subject to change after 30 days. Finance charges on past due accounts.



d9 systems. inc

848 West River Center - Suite A
Comstock Park, MI 49321
616-785-8850 fax: 616-785-8869



e-PROPOSAL

Page 1 of 1

Project: LC WALKER SPORTS BAR – Phase 2 **3rd Revision**
955 4TH ST
MUSKEGON, MI

Date: January 28, 2020

Project I.D.: 20190671

Proposal to: PLATINUM CONTRACTING GROUP
Attn: BRIAN BUSH
3265 WALKER AVE NW
GRAND RAPIDS, MI 49544
Phone: (616) 430-6119

Per Plans by: Per emailed sketch & site visit
Plans dated: UNDATED
Specifications: NO
Site visited: YES
Addenda noted: none noted

We hereby submit our bid for the following items based on documentation noted above and verbal information as clarified below.

07210 Building Insulation:

Sound batt to be 3.5" thick fiberglass.

09100 Interior Metal Stud Framing:

Interior partition framing to be 20 gauge, 16"o.c. Hat track to be 1-1/2"x20 gauge.

09250 Drywall:

Gypsum board to be 5/8" thick type "X" (moisture resistant at wet walls), finished to Level 4 where exposed.

WE PROPOSE hereby to furnish labor, material, tax, and equipment for the items listed above for the **BASE BID** sum of:

>>>>>>> \$23,700.00

BASE BID CLARIFICATIONS.

- >Revision includes all changes per drawings dated 1/21/20.
- >Cement board substrate is included at the ceramic tile areas.
- >We do not include any temporary partitions, dust barricades or floor protection.
- >We do not include any wood framing, furring, blocking or plywood.
- >We do not include any demolition.
- >All work to be performed during the hours of 7a to 3p, Monday through Friday.
- >Daily cleanup of our construction related debris is included. Onsite dumpster to be provided by others.

ALTERNATES.

ALT#01. To revise the base bid ceiling repair

ADD: \$2,110.00

This price includes revising the base bid ceiling repair (drywall and texture infills) to laminating 3/8" thick drywall over the entire surface.

include

Respectfully submitted,

Mitch Shoobridge

Mitch Shoobridge
Estimator

Acceptance: _____

Date: _____



Sand Creek Tile & Stone

0-12180 14th Ave.

Grand Rapids, MI. 49534

Estimate

Date	Estimate #
11/12/2019	316

Name / Address
Platinum Contracting Group 3265 Walker Ave. Suite D Grand Rapids, Mi. 49544

				Project
Item	Description	Qty	Cost	Total
		2,120	2.25	4,770.00
4x16 tile	4 x 16 Expressions Daylight glossy	16	60.00	960.00
Double Duty	Double Duty mastic 3.5 gal	5	50.00	250.00
Grout	Mapei FA Pearl Gray grout	52	15.00	780.00
Schluter trim	AL80 Schienne schluter metal trim	150	1.00	150.00
Vinyl Base	4" Vinyl Base	7	7.00	49.00
Vinyl Base adhesive	Vinyl Base Adhesive			
		1,895	6.00	11,370.00
Wall Tile	Install 4 x 16 tile over drywall on bathroom walls	150	2.00	300.00
Base Tile	Install 4" Vinyl base on walls			
			Total	\$18,629.00

Phone #
6163180153



4224 Morren Street – Wayland, MI 49348

www.acrplumbing.com

PHONE: (616)877-4790 FAX: (616)877-4792

January 30, 2020

ATTENTION: Brian Bush

REGARDING: LC Walker Bathroom remodel Phase 2

We are pleased to provide you with this proposal based on the following:

- Terminate and Cap off any unused sanitary and water lines prior to demolition. Includes sanitary and water from old fixtures.
- Sanitary above ground located in locker rooms based on Cast iron no hub pipe and fittings.
- Sanitary above ground in bathroom areas based on SCH 40 PVC pipe and fittings.
- Sanitary vents to be tied to existing. No allowance for new roof penetrations.
- Domestic cold, hot and hot water return to be tied to existing system, based on type L copper.
- Fiberglass insulation on all domestic water.
- Labor based on daytime working hours.
- Hole coring for any necessary plumbing penetrations.
- Fire caulk of plumbing penetrations.
- Plumbing permit and inspections as required.
- Engineered and stamped drawings.

Men's Bathroom #14

- 7 – Kohler wall hung water closets with Kohler manual flush valves.
- 12 – Kohler Dexter wall hung urinals with Kohler manual flush valve.
- 6 – Kohler Chesapeake wall hung lavatories with Kohler, chrome single handle faucet, less pop up. Includes 1016 tempering valves and lavatory guards.
- 7 – Jr Smith horizontal water closet carriers.
- 6 – JR Smith lavatory carriers.
- 12 – JR Smith urinal carriers.
- 1 – 3" floor drain with bronze nickel top, includes trap seal.

Women's Bathroom #12/#13

- 34 – Kohler wall hung water closets with Kohler manual flush valves.
- 7 – Kohler Chesapeake wall hung lavatories with Kohler, chrome single handle faucet, less pop up. Includes 1016 tempering valves and lavatory guards.
- 34 – Jr Smith horizontal water closet carriers.
- 7 – JR Smith lavatory carriers.
- 2 – 3" floor drain with bronze nickel top, includes trap seal

DOES NOT INCLUDE:

- Floor patching and repairs of any unused cores thru floor.
- Locker room fixture/related plumbing updates
- Water heater for fixtures in restrooms.
- Natural gas pipe and/or heating related work.
- Condensate.
- Storm piping and related work.

Total cost: \$ 96,945.00

Cost to remove old insulation and install new fiberglass insulation and fittings in lower level locker room on existing heating lines. ADD: \$ 4,340.00

Thank you

Shawn Pols



Date: 1/30/20
Bid Expires: 3/15/20
Project: LC Walker Added doors
Company: Platinum Contracting Group
Location: Muskegon, MI
C/O:

4015 Fruit Ridge Ave. NW, Grand Rapids, MI 49544
OFFICE: 616.551.3348
FAX: 616.551.3381

Estimate

Estimator:	Project:		Contact:
	P BYL	LC Walker Added doors	616.551.3348 ext 102 phil@bijlpainting.com
Area	Project Description	Addendum(s)	Bid Proposal
Interior	Labor and material for the following: Prep and paint 4 new doors in restrooms		\$ 404.00
Base Bid Proposal \$			404.00

615
400

Nursery
Added
Finishing

We kindly ask that all communication and/or questions regarding this project be directed to the estimator who submitted this bid.



Date: 1/30/2020

TO: Platinum Co.

ATTN: Brian Bush

RE: LC Walker Arena Restroom Phase Two

We propose the following pricing for the LC Walker Arena Phase Two Restroom Changes for your consideration. If you have any questions or require further information, please feel free to contact me.

Scope:

- Provide and install three new ceiling hanging hydronic unit heaters (One Per Restroom Space)
- Line voltage thermostats (Wiring done by electrician)
- All needed hydronic water piping
- Test & Fill new piping
- One new restroom roof mounted exhaust fan for the center space created
- All needed ductwork with ceiling registers & air transfer ducts
- Start-up procedures

Price: \$9,822.00

Extra

Existing Fan Alternate Replacement

There are two existing exhaust fans currently pulling from the restroom area now and if an upgrade was needed and or wanted the cost to replace these two fans would be in the sum of \$3,250.00

Exclusions: Structural supports; curb flashing; roof/floor/wall openings or framing and patching/sealing thereof; concrete pads; wiring above 24 volts; starters & disconnects; temporary heat; gas service to building; plumbing; participation in composite clean-up crews; operation, maintenance, or warranty extension if the HVAC systems are used for temporary conditioning; architectural access doors

Clarifications: Pricing assumes normal trade sequencing and a clear work area will be provided. All back charges will be resolved within 30 days of the occurrence.

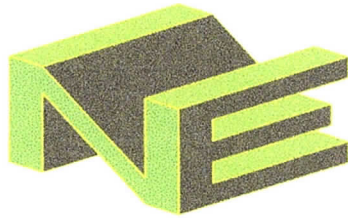
Terms: Pricing is firm for 30 days. Quality Air retains title to equipment until paid.

Quality Air

Doug Pant

Quality Air
Sales engineer





NEWTON
ELECTRIC 24 HOUR SERVICES
INDUSTRIAL • COMMERCIAL • MULTIFAMILY • RESIDENTIAL • AGING IN PLACE

6138 E 136th Street- Sand Lake, MI 49343

Quote 19C0024-04-02 Addendum #1

Platinum Contracting Group
LC Walker Bathroom Phase II
470 W. Western Ave
Muskegon, MI 49440

DATE: 1/30/2020

Price to include

- Engineered drawings
- 14 (9 standard, 5 battery) additional lights in bathrooms including battery backup
- Fire alarm drawings
- Installation of fire alarm system
- Lighting controls and switching
- Fire alarm permit and inspections
- New circuit and switching of 3rd exhaust fan
- New circuit for 3 Hydronic Unit Heaters

Price excludes

-

Quote#19C0024-04-02 Addendum #1

Total=\$11,334.75

Thank you for the opportunity to work with you.

Tim Newton
President

WILL NEED 48 HOURS NOTICE BEFORE INSTALLATION.
PRICES GOOD FOR 90 DAYS

TIM NEWTON
PRESIDENT
616.799.4159

TNEWTON@NEWTELECTRIC.COM

OFFICE
231.720.5319

BRENT ANDERSON
PROJECT MANAGER
231.557.8147

BANDERSON@NEWTELECTRIC.COM

Matthew Anisko

From: Brian Bush
Sent: Tuesday, January 21, 2020 12:09 PM
To: Frank Peterson
Cc: Matthew Anisko
Subject: LC Walker Locker Room Exterior Glass
Attachments: Lakeshore Glass Proposal - LC Walker lockerooms.pdf

Frank,

See attached price to supply and install a new aluminum storefront system at the 4 locations we discussed a few weeks back for the exterior glass in the locker rooms. There is also a cost for Demo of \$3,500.

Demo \$3,500

Supply and install new glass and storefront system \$20,225.

Total Price

\$23,725

Please let us know if you want to proceed with this route.

Brian Bush

Partner

Director of Field Operations

(C): 616.879.9382

3265 Walker Ave NW Grand Rapids, MI 49544

www.PlatinumGroup3.com

Please send hard copy mail to: P.O. Box 273 Comstock Park, MI 49321



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 11, 2020	Title: Arena Wall Padding
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking authorization to purchase 72 dasher board pads at a cost of \$29,284.00 from Sportsfield Specialties, and eight storage carts at a cost of \$2,497.14 from Uline. The total cost of the combined purchase, including shipping is \$31,781.14.	
Detailed Summary: 2020 will mark the 5th season that Mercy Health Arena has hosted professional indoor football. When the team was initially created, the city acquired used turf and used dasher board padding as we worked to determine if indoor football would be sustainable in Muskegon. A new field turf was purchased three years ago. Staff is now requesting permission to purchase new dasher board padding. The new padding will better-meet safety standards, and will also use significantly less storage space at the arena. Storage capacity continues to be an issue since the arena lost its storage garage during a storm four years ago. As part of the negotiation process of the Mercy Health naming rights agreement, staff committed to ensuring that all of the arena's teams benefitted from the investment. The West Michigan Ironmen identified this as their top need. This investment represents approximately 1.98% of the \$1.6 Million sponsorship. The ownership group accepts this as the only direct investment from those funds into the team's needs. The city will own the equipment and make it available to the team at no cost.	
Amount Requested: \$31,781.14	Amount Budgeted: \$0
Fund(s) or Account(s): Public Improvement	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the purchase at an amount not to exceed \$37,781.14.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



Excellence from Design to Installation

Bill-to Address:

Estimator
USA

SALES QUOTATION

Document Number

36000

Document Date

01/13/20

Page

1/2

Customer No.

C01208

Customer Reference No.

Western Michigan Ironman: Arena Football Pads

Sales Contact

Greg Van Pelt

Direct: N/A

Cell: 330-814-4567

gvanpelt@sportsfield.com

Ship-to Address:

Estimator
USA

Item	Quantity	UoM	Price	Total
DBPCF542	66	Each	372.000	24,552.00
Dasher Board Pad - Size: 96"W x 42"H x 6" Top Return, 5" High Impact Foam Combination: 3.75" Polyurethane + 1.25" Cross-Linked Polyethylene (XPE), 19 oz. Heavy Coated Vinyl Encasement, 4" Loop Flap with 4" Hook Self-Adhesive, L-Shaped Design Specifically for Dasher Boards				

Remarks: Dasher Pads per Request:

(66) Standard Dasher Pads

DBP-CUSTOM	6	Each	372.000	2,232.00
Custom Dasher Board Pad				

Remarks: Dasher Pads per Request:

(6) Odd Sized Dasher Pads

Same ID Dimensions as a DBPCF542 - 5" Thick - Just Lengths are Different

(4) 29"w

(2) 60"w

- **\$25 charge PER CUT-OUT if needed for electrical outlets, light switches, etc.**
- **Graphics are additional if requested by customer.**
- **Assumes pads and other materials can be stored within facility before/during installation.**
- **Assumes padding support structure (i.e. concrete wall, steel framing, block wall, etc.) is provided by others.**
- **Proposals are typically based on available drawings, rough measurements, etc. Priomats Athletics reserves the right for additional charges should discrepancies be discovered during the field verification process.**
- **In the event that construction delays and/or schedule constraints necessitate the use of other trades shop drawings for pad creation (in lieu of a site visit), Promats cannot be held liable for any resulting discrepancies. If new pads must be created, additional charges may apply.**

Please be aware that due to our limited storage capacity, we do not have much flexibility to extend ship dates for certain products. Please let us know immediately if you need to adjust your shipment date.

Payment Term	Prepaid	Quotation Subtotal:	\$ 26,784.00
Freight	Shipping Type: Bestway	Freight:	\$2,500.00
Description	Amount	Tax:	\$0.00
Freight(D2)	2,500.00	Total Amount:	\$ 29,284.00

Printed By: jcadle

Printed On:

1/15/2020 12:31:10 PM

Remit To:

PO Box 231

Delhi, NY 13753

Billing Questions:

Phone: 607-746-8911

Email: Billing@SportsfieldSpecialties.com



SALES QUOTATION

Document Number
36000

Document Date
01/13/20

Page
2/2

Quotation Valid Until: 03/13/20

Quote Created By: Jacob Cadle

1. Customer is responsible for material take-off, quantities and specification compliance and/or equivalency of quoted products.
2. All prices listed are in US Dollars
3. Delivery is 2-8 Weeks after receipt of purchase order, credit approval, and acceptance of color, material(s) and design.
4. All freight is FOB Origin. **Freight rates are estimates provided at the time of quotation and the actual freight charges may be adjusted and will be invoiced at the time of product shipment.** The actual freight rates may differ from the estimates as a result of variable factors, such as the change in product quantity and/or material order, state of the national economy, fuel costs, capacity and/or rate levels at the time of shipment. Split orders will require additional freight charges. Freight quoted does not include additional equipment to unload or unloading services, assembly or installation.
5. Applicable State and Local Sales Tax will be added to the final invoice unless a tax exempt or Resale Certificate is provided prior to order shipment.
6. Wire transfers, prepayment by check and established credit terms are accepted payment methods. Accepted credit cards are VISA, Mastercard and American Express.
7. Pricing assumes any electrical connections and wiring are supplied by others unless otherwise indicated.
8. Customer is responsible for approval and associated cost of any applicable local and state codes.
9. Due to the ongoing increase of steel and aluminum raw material pricing caused by increased demand, coupled with market instability and uncertainty due to the implementation of international trade tariffs, Sportsfield Specialties, Inc. will no longer be able to guarantee current product pricing after this quotation has expired in sixty (60) days. To avoid a potential product price increase, customers will need to provide Sportsfield Specialties, Inc. with a fully executed purchase order or letter of intent before this quotation expires to guarantee this product pricing. Sportsfield Specialties, Inc. reserves the right to requote product pricing as necessary based on current steel and aluminum raw material pricing once this quotation has expired in sixty (60) days.

Printed By: jcadle

Printed On:
1/15/2020 12:31:10 PM

Remit To:
PO Box 231
Delhi, NY 13753

Billing Questions:
Phone: 607-746-8911
Email: Billing@SportsfieldSpecialties.com



Kodiak Sports, LLC

5700 Granite Parkway, Ste. 200
Plano TX 75024
877-401-2298 - Phone, 877-201-6677 - Fax
<http://www.kodiaksports.com>
GSA Contract #: GS-03F-0101X Tax ID: 84-1598252

Estimate

Date 12/20/2019
Estimate # 42893
Expires 1/19/2020
Exp. Close 12/20/2019
Project
Customer Phone No (231) 780-7569
Shipping Method Freight/Common Carrier
Customer Name Michigan Ironmen Foot...

Bill To

Scott Niswonger
Michigan Ironmen Football
Muskegon MI 49440

Ship To

Scott Niswonger
Michigan Ironmen Football
Muskegon MI 49440

Quantity	Item	Item Notes/Comments	Options	Rate	Tax	Amount
1	Custom Vinyl	Dasher Board Padding for Arena Thickness: 4" Color: Black Arena Size: 85' x 200' x 42"H x 6"return (requires final measurements of customer Attachment Method: Grommets top and bottom, customer to use bungee/twine or other to attach per their preference		40,000.00		40,000.00

Payment due via wire transfer upon order placement.

Lead time: 6-8 weeks

Subtotal	40,000.00
Shipping Cost (Freight/Common Carrier)	1,780.22
Total	\$41,780.22



42893

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 11, 2019	Title: MDEGLE Grant Agreement
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: The City was previously awarded a grant from MDEGLE to address PFAS contamination at the convention center construction site. The original \$500,000 grant is being increased to \$700,000 to address additional environmental cleanup associated with a recently uncovered abandoned-oil well.	
Detailed Summary: In addition to the \$700,000 in grant proceeds, MDEGLE will also directly incur the costs associated with filling and capping the oil well. The construction project should have little-to-no out-of-pocket costs associated with these environmental issues.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Manager to sign the grant agreement and incur the costs associated with the environmental cleanup as part of the convention center construction project.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



Tracking Code: 2020-2422
Location Code: 6F67
Amendment: 1

**MUSKEGON CONVENTION CENTER PROJECT
AMENDMENT TO THE BROWNFIELD GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF MUSKEGON**

This Amendment modifies the grant agreement between the Michigan Department of Environment, Great Lakes, and Energy, (hereafter "State"), and the **City of Muskegon** (hereafter "Grantee"), signed by the State on **November 5, 2019**, for the **Muskegon Convention Center Project**. This Amendment does not take effect until signed by both parties.

The revisions to the grant agreement are limited to those specified below. All other provisions of the agreement remain in effect.

PROJECT SCOPE (WORK PLAN)

The State and the Grantee agree to the following change in scope of work as described below.

This amendment allows for the addition of response and due care activities including, but not limited to, the abandonment of a historical oil well discovered at the site, odor control, management and disposal of soil and liquid, assessment and sampling, monitoring, oversight, evaluation of due care, implementation of measures to comply with due care, and reporting. This amendment also acknowledges that, as necessary, eligible work to accomplish the response and due care activities can be implemented on the nearby properties e.g. odor and stormwater controls, equipment staging, etc.

COMPENSATION (BUDGET)

The State and the Grantee agree to the budget modifications described below.

The activities of Task 1 is amended to be Due Care and Response Activities. A budget increase of \$168,781 for Task 1 to accommodate the eligible activities needed to address response activities and due care obligations at the project. Task 2 is increased by \$6,220, Task 3 is increased by \$6,000 and Task 4 is increased by \$19,000 for a total grant increase of \$200,001. The budget changes are reflected in the table below.

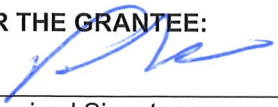
Budget Amendment:

Eligible Activity	Original Grant Budget	Amended Grant Budget
1. Due Care and Response Activities	\$411,219	\$580,000
2. Third-party environmental oversight professional	\$11,780	\$18,000
3. Grant Administration	\$12,000	\$18,000
4. Contingency	\$65,000	\$84,000
Total	\$499,999	\$700,000

AUTHORIZED SIGNATURES

The individuals below certify by their signatures that they are authorized to sign this Grant Amendment on behalf of their agencies and agree to the changes included herein. This Amendment will go into effect upon signature of the State.

FOR THE GRANTEE:



Authorized Signature

Frank Peterson
Name

City Manager
Title

2/9/20

Date

FOR THE STATE:

Signature

Mike Neller
Name

Director, Remediation and Redevelopment Division
Title

Date



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



LIESL EICHLER CLARK
DIRECTOR

January 31, 2020

Mr. Frank Peterson
City Manager
City of Muskegon
933 Terrace Street
Muskegon, Michigan 49440

Dear Mr. Peterson:

SUBJECT: Brownfield Redevelopment Grant Amendment #1
Muskegon Convention Center
Tracking Code: 2020-2422

The Department of Environment, Great Lakes, and Energy (EGLE) received your request for a budget modification and change in the project scope of the Brownfield Redevelopment Grant for the Muskegon Convention Center project. We support a budget modification and change of scope to the City in order to complete the work.

Please note that the end date of your current agreement is, November 5, 2021. The amendment to modify the agreement must be signed by both your agency and EGLE to go into effect. Attached is the agreement amendment that reflects the revised budget and project work scope. Please sign and return the amendment **as soon as possible**.

Please return via email:

1. Print and sign the attached document
2. Scan the signed version
3. Email the scanned file to both myself and EGLE-Brownfields@Michigan.gov

After the amendment has been signed by EGLE, a signed original will be returned to you for your records.

Thank you for keeping us informed of the project status. If you have any questions please contact me.

Sincerely,

Andrea Ryswick, Brownfield Redevelopment Coordinator
Brownfield Assessment and Redevelopment Section
Remediation and Redevelopment Division
616-401-0827
RyswickA@Michigan.gov

Enclosures

cc: Ms. Carrie Geyer, EGLE
Mr. Ryan Londrigan, EGLE
Ms. Dawn Austin, EGLE
Mr. Mark Kussro, EGLE
File #2020-2422



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2020	Title: Amendment to Wireless Communication Support Facilities ordinance
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to amend Section 2321 of the Zoning Ordinance to allow Wireless Communication Support Facilities as a special use permitted in the overlay district at 770 Terrace St. – SECOND READING	
Detailed Summary: The current ordinance only allows for these types of facilities in six locations around the City. The Commission recently amended the ordinance last year to allow for them at Marsh Field and the Filtration Plant. This new location would be behind the Central Fire Station and would only include a monopole for emergency communications. The Planning Commission unanimously recommended approval at their January 16 meeting. They also voted in favor of the special use permit for the monopole, contingent upon approval of this amendment by the City Commission.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the amendment to Section 2321 of the Zoning Ordinance.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Section 2321 of the Zoning Ordinance to the Form Based Code Section of the Zoning Ordinance to allow Wireless Communication Support Facilities as a special use permitted in the overlay district at 770 Terrace St

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE (additions in bold)

Overlay District Established for Wireless Communication Support Facilities [amended 6/06]

Intent: An overly zone is hereby created for the siting of wireless communication facilities (WCF) and wireless communication antenna (WCA). The zone is identified as:

1. The Pulaski Lodge, 871 Pulaski Avenue described as:
W 589 ft of E 757 ft of N 10 acres of SE ¼ of SE ¼ exc N 25 ft thereof Sec 37 T10N R17W.
2. City of Muskegon That Part of NE 1/4 of SE 1/4 Sec 33 T10N R16W Lying S of Consumers Power Co 100 Ft R/W W Of US 31 State Hwy E Of Relocated C & O R R R/W & N Of Little Black Creek
3. City property near the terminus of Yuba Street, described as:
Lot 1 Blk 1 & that part of Lot 3 Blk 1 & N ½ of SE ½ Sec 17 T10N R16W lying Sly & Ely of Muskegon River & Nly of US 31 business rte and Lots 1, 2 & 3 Blk 121.
4. A portion of the Muskegon Community College campus, 221 S. Quarterline Road, described as:
Commencing at the S ¼ corner of Section 15, T10N, R16W, City of Muskegon, Muskegon County, Michigan, thence N 01°04'25" E 815.71 feet along the N-S ¼ line of said Section 15 and the centerline of Quarterline Road (66 feet wide); thence N 88°56'41" W 1035.89 feet to the Point of Beginning; thence continuing N 88°56'41" W 60.00 feet; thence N 01°03'19" E 60.00 feet; thence S 88°56'41" E 60.00 feet; thence S 01°03'19" W 60.00 feet along the West face of an existing building to the point of beginning being a part of the SW ¼ of Section 15, T10N, R16W, City of Muskegon, Muskegon County, Michigan, and containing 0.083 acres or 3600 sq. ft. of land, more or less, subject to easements and restrictions of record, if any. [amended 11/00]
5. Marsh Field
6. Water Filtration Plant
7. **Muskegon Central Fire Station**

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 28th day of January 2020, 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: _____, 2020.

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 28, 2020, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2321 of the Zoning Ordinance to the Form Based Code Section of the Zoning Ordinance to allow Wireless Communication Support Facilities as a special use permitted in the overlay district at 770 Terrace St.

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 _____, 2020.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354



941 Dillon Way
Suite B
Lebanon, OH 45036
Office: 513-228-2992
Mobile 513-886-8858
Fax 513-228-1596

December 17, 2019

kglardon@pyramidnetworkservices.com

City of Muskegon
Planning and Zoning
933 Terrace St
Muskegon, MI 49440

Re: Zoning Request – Muskegon County Emergency Communications Upgrade
Muskegon Central Dispatch
770 Terrace Ave Parcel ID 51-24-205-355-0009-00

Director of Planning and Development

Pyramid Network Services in conjunction with Motorola Solutions has been tasked by Muskegon County Emergency Services to enhance the existing First Responders RF Communications System. This involves several project sites in and around Muskegon County installing new communication towers to all for greater RF penetration.

A project site in Muskegon has been vetted as an excellent location to install a 195' Monopole. The parcel is identified as the Muskegon Fire Station.

Project Scope

Approval of the proposed site will allow enhanced penetration of RF signal in the central portion of Muskegon County. This will enable First Responders to have clear communication inside buildings made of dense construction materials. This proposed project location will interact with 3 additional new communication sites throughout the county of Muskegon providing county wide communication.

When all sites are operable and optimized they will be included in the Michigan Public Safety Communication System (MPSCS). As a part of the MPSCS network, the county of Muskegon will be connected to the state communication system allowing statewide communication from First Responders.

The location of this specific tower was determined based on an RF propagation map showing the weaker locations for RF penetration within the western section of the county. Based on the data a general location for a tower and the height requirement is established. The best location is then vetted. In the instance where the county or other public interest is the owner, efforts are made to determine if any existing property currently owned is available for construction of a communications tower. While every attempt is made to look at collocation on existing towers, generally the cost of the lease and the absence of security on the tower drive the owner into construction of a new tower. In this instance there were no other towers within the required search ring that provided any collocation capabilities.

Post construction, the tower will become a part of the state wide MPSCS system. The MPSCS will be responsible for care and maintenance.



941 Dillon Way
Suite B
Lebanon, OH 45036
Office: 513-228-2992
Mobile 513-886-8858
Fax 513-228-1596

December 17, 2019
Muskegon County Emergency Communications Upgrade
Muskegon Central Dispatch
770 Terrace Ave Parcel ID 51-24-205-355-0009-00

kglardon@pyramidnetworkservices.com

Parcel Scope

The proposed parcel is owned by the City of Muskegon Central Dispatch. The site is an active EMS Dispatch Facility. The parcel is zoned is R1 Single Family.

The parcel is ~405' wide by ~226' deep. The tower would be constructed ~56' from the North Boundary, ~75' from the West Boundary, ~175' from the South Boundary and ~156' from the East Boundary.

To the West Boundary there are commercial residential structures at ~222'.

To the South Boundary there is 1 residential structure at ~52'.

To the North Boundary the Fire Station has no structures within 500'

To the East Boundary the Fire Station has no structures within 500'

The proposed tower is a 195' Monopole. The tower will not be lighted as per FAA Guidelines. A 10' x 10' fence will be installed around the Monopole for security.

The County of Muskegon is eager to get this project underway with ground disturbance beginning in early spring. This will allow for all project sites to be completed in time for testing in the fall prior to the trees de-leafing.

Costs

The cost of the tower, shelter and labor to install is projected to be around \$145,104.31

Fees

Based on the web site fee schedule, a check for \$500.00 will be forward under separate cover for Site Plan Review. Please advise if additional funds are required.

We would like to be included on your earliest Planning Schedule if possible. If you have any questions regarding the application or the project please contact me at 513-228-2992.

Thank you in advance for your cooperation.

Sincerely

Kevin Glardon PMP-MPM
Senior Project Manager-A&E
Central Region

941 Dillon Way, Suite B Lebanon, OH 45036
(O) 513-228-2992
(F) 513-228-1596
(M) 513-886-8858

Corporate Office

6615 Towpath Rd, E Syracuse, NY 13057



941 Dillon Way
Suite B
Lebanon, OH 45036
Office: 513-228-2992
Mobile 513-886-8858
Fax 513-228-1596

December 17, 2019
Muskegon County Emergency Communications Upgrade
Muskegon Central Dispatch
770 Terrace Ave Parcel ID 51-24-205-355-0009-00

kglardon@pyramidnetworkservices.com

Enc: Site Plan Review Application
Special Use Application
Stamped/Sealed Drawings to scale
Tower Drawing
Site Overview Aerial

CC: Ron Mirka – Motorola Solutions
Rod Prodonovich – Director- Pyramid Network Services
Don Cottrell- Project Manager Sr., Civil - Pyramid Network Services
Everett Ozbat – Project Manager -- Pyramid Network Services

File: Michigan/Muskegon/Central Dispatch/A&E/Zoning



Agenda Item Review Form

Muskegon City Commission

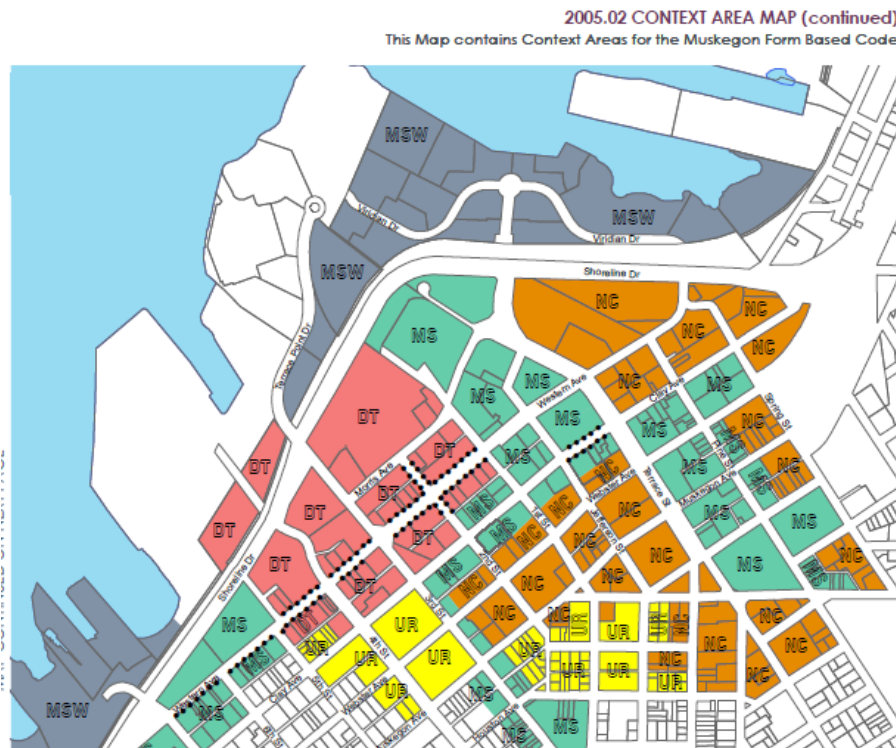
Commission Meeting Date: February 11, 2020	Title: Rezoning of 372 Morris Ave
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff initiated request to rezone the property at 372 Morris Ave from Form Based Code, Downtown to Form Based Code, Mainstreet. SECOND READING	
Detailed Summary: The Planning Commission unanimously recommended approval at their January 16 meeting.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the rezoning request for 372 Morris Avenue.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

Planning Commission Excerpt

SUMMARY

1. The property measures nearly eight acres and is zoned Form Based Code, Downtown. This zoning designation only allows for mixed-use buildings.
2. The property owner has plans to develop this lot, but they would like to offer a different variety of buildings within the development. Preliminary plans include a hotel, parking garage with retail frontage, entertainment center, dining, event space and townhomes. The mainstreet context area would allow for all of these building types.
3. Please see the enclosed preliminary site plan.
4. Please see the enclosed zoning ordinance excerpt on Mainstreet Context Areas.
5. After the successful rezoning, the applicant plans to apply to the Planning Commission for a “Specific Development Plan” as allowed in Section 2002.01D of the Form Based Code.

Zoning Map



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for 372 Morris Ave from Form Based Code, Downtown to Form Based Code, Mainstreet

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for 372 Morris Ave from Form Based Code, Downtown to Form Based Code, Mainstreet.

CITY OF MUSKEGON REVISED PLAT OF 1903 THAT PART OF BLK 563 AS RECORDED IN LIBER 3 OF PLATS P 71 DESC AS FOL COM AT S MOST COR OF SAID BLK BEING NELY COR OF MORRIS AVE AND 3RD ST TH N 50D 52M 38S E ALG SELY LN SD BLK 563 ALSO BEING NWLY LN OF MORRIS AVE A DISTANCE OF 150 FT FOR POB TH N 39D 07M 22S W 219.50 FT TH S 50D 52M 38S W 39.70 FT TO SELY LN LOT 8 BLK 563 TH S 32D 41M 25S W ALG SD SELY LN 123.84 FT TO NELY LN 3RD ST SD POINT BEING N 41D 27M 00S W 181.00 FT FROM S MOST COR SD BLK TH N 41D 27M 00S W ALG SD NELY LN 202.70 FT TO SELY LN SHORELINE DR (FORMERLY TERRACE ST EXTENSION) TH N 27D 38M 19S E ALG SD SELY LN 758.92 FT TO A POINT WHICH IS 36 FT MEASURED AT RT ANG SWLY OF SWLY LN BLK 562 OF SD REV PLAT (EXTENDED) ALSO BEING SWLY LN FIRST ST TH S 61D 44M 00S E PAR TO SD SWLY LN OF SD BLK 562 (SD LN ALSO BEING 66 FT SWLY MEASURED AT RT ANG TO S MOST LN TERRACE PLAZA CONDO AS RECORDED IN L 1124 P 179 TO 222 INCL MUSKEGON COUNTY RECORDS WITH A RECORDED BEARING OF N 62D 30M W) A DISTANCE OF 474.43 FT TO A POINT ON NELY LN LOT 1 SD BLK 563 TH S 39D 01M 00S E ALG SD NELY LN 18.26 FT TO A POINT WHICH IS 70 FT NWLY OF SE COR SD LOT 1 TH S 50D 52M 38S

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC
City Clerk

CERTIFICATE (Rezoning 372 Morris Ave from FBC, Downtown to FBC, Mainstreet)

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 11th day of February 2020, 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: _____, 2020

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 February 11, 2020, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 372 Morris Ave from FBC, Downtown to FBC, Mainstreet:

CITY OF MUSKEGON REVISED PLAT OF 1903 THAT PART OF BLK 563 AS RECORDED IN LIBER 3 OF PLATS P 71 DESC AS FOL COM AT S MOST COR OF SAID BLK BEING NELY COR OF MORRIS AVE AND 3RD ST TH N 50D 52M 38S E ALG SELY LN SD BLK 563 ALSO BEING NWLY LN OF MORRIS AVE A DISTANCE OF 150 FT FOR POB TH N 39D 07M 22S W 219.50 FT TH S 50D 52M 38S W 39.70 FT TO SELY LN LOT 8 BLK 563 TH S 32D 41M 25S W ALG SD SELY LN 123.84 FT TO NELY LN 3RD ST SD POINT BEING N 41D 27M 00S W 181.00 FT FROM S MOST COR SD BLK TH N 41D 27M 00S W ALG SD NELY LN 202.70 FT TO SELY LN SHORELINE DR (FORMERLY TERRACE ST EXTENSION) TH N 27D 38M 19S E ALG SD SELY LN 758.92 FT TO A POINT WHICH IS 36 FT MEASURED AT RT ANG SWLY OF SWLY LN BLK 562 OF SD REV PLAT (EXTENDED) ALSO BEING SWLY LN FIRST ST TH S 61D 44M 00S E PAR TO SD SWLY LN OF SD BLK 562 (SD LN ALSO BEING 66 FT SWLY MEASURED AT RT ANG TO S MOST LN TERRACE PLAZA CONDO AS RECORDED IN L 1124 P 179 TO 222 INCL MUSKEGON COUNTY RECORDS WITH A RECORDED BEARING OF N 62D 30M W) A DISTANCE OF 474.43 FT TO A POINT ON NELY LN LOT 1 SD BLK 563 TH S 39D 01M 00S E ALG SD NELY LN 18.26 FT TO A POINT WHICH IS 70 FT NWLY OF SE COR SD LOT 1 TH S 50D 52M 38S

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 _____, 2020

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 11, 2020	Title: 4 th of July Fireworks
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Melrose Pyrotechnics is requesting approval of a fireworks display permit for July 4, 2020 in downtown Muskegon. The fire marshall will inspect the fireworks on the day of the event. Staff will be working with the Lakeshore Chamber of Commerce to solicit sponsorships as well as to organize a food truck rally. We expect this to be cost neutral to the city.	
Detailed Summary:	
Amount Requested: \$35,000	Amount Budgeted: none
Fund(s) or Account(s): TBD	Fund(s) or Account(s):
Recommended Motion: To approve the fireworks contingent upon inspection and approval of insurance.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



MUSKEGON, MICHIGAN

July 4, 2020
100% Electronically Fired Display

\$35,000 Proposed Display
22.5 minute display

Location Option #1:
90 Viridian Drive
Max shell size 4"

Location Option #2:
Andrie, Inc. docks
Max shell size 6"

Display to Include:
Five Million Dollars Public Liability Insurance
Licensed Professional Pyro technicians
Workers Compensation Insurance
Computer Designed Choreography
All Transportation Expenses
All Equipment Necessary for the Production
Show design specific for your location
No two shows the same!



REFERENCE LIST

Display	Contact	Phone / email
Coldwater, MI	Dean Walrack	(517) 279-6926 d.walrack@gmail.com
Huron Shores, MI	Richard Sella	(989) 724-5472
Wyoming, MI	Gary Bowman	(616) 308-4624 garyb@gpco.com
Allendale, MI	Adam Elenbaas	(616) 895-6295 supervisor@allendale-twp.org
Kentwood, MI	Val Romeo	(616) 258-0069 romeov@ci.kentwood.mi.us
Ionia, MI	Linda Curtis	(616) 527-1420 lcurtis@ci.ionia.mi.us
Lowell, MI	Liz Baker	(616) 897-9161 info@lowellchamber.org
Petoskey, MI	Carlin Smith	(231) 838-9174 carlin@petoskey.com

**Melrose Pyrotechnics is the Midwest's
largest, most creative and technologically
advanced fireworks company.**



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2020	Title: Arena Related Agreements
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking simultaneous approval of the attached First Amendment to the Naming Rights and Sponsorship Agreement between The City of Muskegon, Mercy Health Partners, and WC Hockey, and Third Amendment to the Shared Use Agreement between the City of Muskegon and WC Hockey.	
Detailed Summary: WC Hockey and Mercy Health Partners have agreed to modify the Naming Rights and Sponsorship Agreement to allow for more opportunities for healthcare-related sponsorships within the area and with the various tenants of the facility. As part of these execution of the original Naming Rights and Sponsorship Agreement, a number of changes to the Shared Use Agreement became necessary. The amendment will accomplish the following: 1. Formally update Exhibit A 2. Finalize the capital investments of WC Hockey and set the repayment schedule. 3. Update the City's marketing participation with WC Hockey to account for required gameday-related deliverables owed to Mercy Health as part of the Naming Rights and Sponsorship Agreement. 4. Allow for the accommodation of WZZM at the area.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the agreements and authorize the Mayor and Staff to execute the agreements.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Third Amendment to Shared Use Agreement

This Third Amendment to Shared Use Agreement ("Amendment") dated effective July 1, 2019, is entered into between the **City of Muskegon**, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City") and **WC Hockey, LLC**, a Michigan limited liability company, of 13854 Simone Drive, Shelby Township, MI 48315 ("Lumberjacks") (collectively, the "Parties") with reference to the following facts:

Background

A. The Parties entered into a certain Shared Use Agreement, as amended by that certain First Amendment to Shared Use Agreement, as amended by that certain Second Amendment to Shared Use Agreement, both dated effective July 1, 2019 (collectively, the "Agreement").

B. Pursuant to Paragraph 2 of the Second Amendment, Exhibit C to the original Shared Use Agreement was replaced with "Exhibit C Replacement", which provides for annual max sponsorship projections and net revenue splits between the City and the Jacks for various sponsorship opportunities.

C. Pursuant to Paragraph 14 (a) of the Agreement, the Lumberjacks agreed to advance funds to the City to be used to pay for certain capital improvements requested and approved by the City, and the manner and schedule according to which such sums would be reimbursed to the Lumberjacks.

D. The parties desire to enter into this Amendment to set forth the new agreed upon net revenue splits between the City and the Jacks for various sponsorships, and to confirm the amount and repayment terms of the capital expenditure costs advanced to the City by the Lumberjacks, and to confirm the City's granting of space within the Arena for use by WZZM.

Therefore, the Agreement is amended as follows:

1. **Paragraph 12. Sponsorship and Advertising.** Attached Exhibit A labeled Dominant Partner Breakdown sets forth the shared net revenue splits for various sponsorship opportunities. This Exhibit A supersedes the net revenue splits set forth on Exhibit C Replacement in the Second Amendment.

As to Item 1 in Exhibit A, the naming rights agreement between Mercy Health Muskegon, the City and the Lumberjacks, the City shall pay the Lumberjacks an annual 20% split of gross revenues no later than December 30th of each year of the term beginning in 2019. Any such amounts due from the City which are not timely paid by the City shall begin to accrue interest on the amount due and owing at the rate of ten (10%) per annum from the date such amount first became due. In addition to pursuing any other legal or equitable remedies available, the Lumberjacks shall be permitted to offset the amount owed against rents next coming due under this Agreement. The City shall be responsible to pay for all signage related to the naming rights agreement.

As to Items 2-15 in Exhibit A, the Lumberjacks shall pay the City an annual 20% split of gross revenues no later than December 30th of each year of the term beginning in 2019. Any such amounts due from the Lumberjack which are not timely paid by the Lumberjacks shall begin to accrue interest on the amount due and owing at the rate of ten (10%) per annum from the date such amount first became due. In addition to pursuing any other legal or equitable remedies available, the City shall be permitted to offset the amount owed against rents next coming due under this Agreement. The Lumberjacks shall be responsible to pay for all signage related to Dominant Sponsorships Items 2-15.

2. **Paragraph 14 (a). Capital Construction.** The parties agree the amount of advanced funds to be reimbursed by the City to the Lumberjacks is \$260,215.35, which shall be paid through five annual offsets of \$52,343.07 against Base Rent owed by the Lumberjacks to the City during the First Option Period (i.e. years 3 through 7). under this Agreement. The annual rent offsets shall be applied to first rents coming due to the City during each year of the First Option Period.

3. **Paragraph 18. City Participation.** Paragraph 18 is amended to state that the City agrees to purchase an annual \$25,000 advertising package which includes 20 season tickets in the Jacks Club, three games on the Party Deck, and 150 tickets for the Boys and Girls Club. The City understands and agrees that each year they will give to Mercy Health from their advertising package 8 season tickets and two games on the Party Deck.

4. **WZZM Studio Space.** The City grants the Lumberjacks the right to provide WZZM Temporary and Permanent Studio Space within the Arena (as those terms are defined in that certain Sponsorship Agreement and Studio Lease dated effective July 12, 2019), from which WZZM will have the right to broadcast live and/or pre-recorded news content for distribution via the WZZM's platforms.

5. **Full Force and Effect.** Except as set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

6. **Counterparts/Electronic Signature.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same Amendment. Any signature delivered by a party by fax or email will be deemed to be an original signature.

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

[SIGNATURES ON FOLLOWING PAGE]

The Parties hereto have executed this Third Amendment on the dates set forth below.

Lumberjacks – WC Hockey, LLC

By: _____

Name: Mike McCall

Title: President

Date: February __, 2020

City – City of Muskegon

By: _____

Name: Franklin Peterson

Title: City Manager

Date: February __, 2020

By: _____

Name: Ann Meisch

Title: City Clerk

Date: February __, 2020

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	CMPROPOSAL	EXHIBIT C ESTIMATE
1.	NAMING RIGHTS (MERCY)	\$1,006,666.67	\$1,006,666.67	\$1,006,666.67	\$1,006,666.67	\$1,006,666.67	\$1,006,666.67	\$1,006,666.67	\$1,006,666.67	\$1,006,666.67	\$1,006,666.67	\$1,006,666.67	\$1,006,666.67	\$1,006,666.67	\$1,006,666.67	\$1,600,000.00	\$2,120,000.00
(jacks(20))	JACKS(20)	\$21,333.33	\$21,333.33	\$21,333.33	\$21,333.33	\$21,333.33	\$21,333.33	\$21,333.33	\$21,333.33	\$21,333.33	\$21,333.33	\$21,333.33	\$21,333.33	\$21,333.33	\$21,333.33	\$1,600,000.00	\$2,120,000.00
		\$85,333.33	\$85,333.33	\$85,333.33	\$85,333.33	\$85,333.33	\$85,333.33	\$85,333.33	\$85,333.33	\$85,333.33	\$85,333.33	\$85,333.33	\$85,333.33	\$85,333.33	\$85,333.33	\$1,200,000.00	\$1,600,000.00
2.	PARTY CHECK OFFER	\$59,440.00	\$59,440.00	\$59,440.00	\$59,440.00	\$59,440.00	\$59,440.00	\$59,440.00	\$59,440.00	\$59,440.00	\$59,440.00	\$59,440.00	\$59,440.00	\$59,440.00	\$59,440.00	\$600,000.00	\$600,000.00
(jacks(80))	JACKS(80)	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$600,000.00	\$600,000.00
		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,200,000.00	\$1,600,000.00
3.	DONORWALL FILLANCE	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$450,000.00	\$450,000.00
(jacks(20))	JACKS(20)	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$350,000.00	\$450,000.00
		\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$100,000.00	\$100,000.00
4.	DONORWALL 2	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$450,000.00	\$450,000.00
(jacks(80))	JACKS(80)	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$350,000.00	\$450,000.00
		\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$100,000.00	\$100,000.00
5.	DONORWALL 3	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$450,000.00	\$450,000.00
(jacks(80))	JACKS(80)	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$350,000.00	\$450,000.00
		\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$100,000.00	\$100,000.00
6.	DONORWALL 4	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$450,000.00	\$450,000.00
(jacks(80))	JACKS(80)	\$14,400.00	\$														

	2006	2007	2008
TOTAL	\$6,393,016.92	\$9,450,000.00	\$7,655%
JACKS	\$4,166,814.54	\$5,188%	
ARENA	\$2,726,222.17	\$4,827%	
NANNING	\$1,600,000.00	\$2,250,000.00	71.11%
JACKS	\$520,000.00	20.00%	
ARENA	\$1,280,000.00	80.00%	
OTHER	\$4,793,056.92	\$7,000,000.00	66.57%
JACKS	\$3,616,814.54	80.76%	
ARENA	\$926,222.17	19.74%	
GROWTH	\$2,406,913.08	\$1,935,554.16	
JACKS	\$1,935,554.16		
ARENA	\$481,368.62		

FIRST AMENDMENT TO NAMING RIGHTS AND SPONSORSHIP AGREEMENT

THIS FIRST AMENDMENT TO NAMING RIGHTS AGREEMENT (the “Amendment”) is made and entered into effective on December 30, 2019 (the “Effective Date”), by and between Mercy Health Partners d/b/a Mercy Health Muskegon, a Trinity Health Ministry and Michigan non-profit corporation (“Mercy”), the City of Muskegon (“City”), and WC Hockey, LLC (“WC”).

Recitals

- A. Mercy, City and WC entered into a certain Naming Rights and Sponsorship Agreement dated December 30, 2019.
- B. The parties desire to amend the Agreement as set forth in this First Amendment to Naming Rights and Sponsorship Agreement.

AGREEMENT

1. **Paragraph 2a – Arena Naming and Signage Rights - Exclusivity.** Paragraph 2a is deleted in its entirety and is replaced with the following:

2. **Arena Naming and Signage Rights.**

(a) **Exclusivity.** As of the Commencement Date, the City hereby grants to Mercy the exclusive right to name the Arena the Mercy Health Arena (the “Approved Name”). The Approved Name shall be used with all physical, electronic and other references to the Arena by City and WC and affiliates. This exclusivity shall extend to any hospital, health system, or entity which is owned, operated, or managed by a hospital or health system, as well as the following healthcare service lines even if the entity is not owned, operated, or managed by a hospital or health system:

- a. cardiology
- b. cancer
- c. rehabilitation
- d. urgent care
- e. sports medicine
- f. athletic training (excludes health/fitness clubs (e.g. Planet Fitness, SNAP, Family Fitness, etc.)
- g. durable medical equipment sales

With respect to these exclusivities, City agrees not to enter into any advertising/marketing arrangements at the Arena, during the Term of this Agreement, with any hospital, health system or entity without Mercy’s advance written consent. For purposes of this Agreement, “health system” shall be defined as an organization that includes at least one hospital and at least one group of physicians that provides comprehensive care (including primary and specialty care) who are connected with each

other and with the hospital through common ownership or joint management. Under this definition, foundation models are considered a form of joint management, while joint participation among providers in an accountable care organization is not, by itself, indicative of joint management. "Group" is not synonymous with a separately organized medical group; hospitals that employ community-based physicians who provide comprehensive care (but are not organized as a medical group) are considered health systems under this definition. For purposes of this Agreement, Sport's Medicine shall be defined as the investigation, diagnosis, preservation, and restoration by medical, surgical, and rehabilitative means to all structures of the musculoskeletal system affected by athletic activity.

2. **Entire Agreement.** This First Amendment constitutes the entire agreement of the parties as to its subject matter and may not be amended, except by an instrument in writing executed by the parties.

In witness whereof, the parties have executed this First Amendment as of the date Effective Date.

City – City of Muskegon

By: _____
Name: Stephen Gawron
Its: Mayor

By: _____
Name: Ann Meisch
Its: City Clerk

WC - WC Hockey, LLC

By: _____
Name: Mike McCall
Its: President

**Mercy – Mercy Health Partners
d/b/a Mercy Health Muskegon**

By: _____
Its: President