

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 25, 2022 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS, AWARDS, AND PRESENTATIONS:**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk
 - B. Non-Profit Recognition for Breakthrough Believers Recovery and Healing Center City Clerk
 - C. Chamber of Commerce Proposal City Manager's Office
 - D. MDOC Utility Easements Public Works
 - E. Mini-Excavator Purchase Public Works
 - F. Traffic Control Order Public Works
 - G. Engine 24 Repairs Public Safety
 - H. Deficit Elimination Plan – Sewer Finance
 - I. Deficit Elimination Plan – Public Improvement Finance
 - J. Deficit Elimination Plan – Marina Finance
 - K. Deficit Elimination Plan – Convention Center Finance
 - L. Community Relations Committee Recommendations City Clerk
 - M. DDA/BRA Board Resignation City Clerk

☐ **PUBLIC HEARINGS:**

A. Parks and Recreation 5-Year Plan Public Works

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Amendment to the Form Based Code Planning

B. Mercy Health Arena Floor Scrubber Mercy Health Arena

C. Sales Agreement 2725 Olthoff City Manager

D. Watch Muskegon Marketing City Clerk

☐ **ANY OTHER BUSINESS:**

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

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 25, 2022	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the December 13, 2021 Worksession and the January 4, 2022 Organizational 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

ORGANIZATIONAL MEETING

JANUARY 4, 2022

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The City of Muskegon Organizational Meeting was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, January 4, 2022. Commissioner Willie German, Jr., opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Ken Johnson, Commissioners Eric Hood, Willie German, Jr., Michael Ramsey, Teresa Emory, Rachel Gorman, and Rebecca St.Clair, City Manager Franklin Peterson, City Attorney Chris Kelly, and City Clerk Ann Marie Meisch.

2020-01

A. Oath of Office Ceremony Muskegon County Clerk, Nancy A. Waters, issued the oath of office to Mayor Kenneth D. Johnson, Commissioner At Large Rachel Gorman, and Commissioner At Large Rebecca St.Clair.

B. Election of Vice-Mayor

Motion by Commissioner Emory, second by Commissioner St.Clair to appoint Willie German, Jr. as Vice Mayor.

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

Nays: Hood, Ramsey, and Gorman

MOTION PASSES

C. Setting Commission Meetings: 5:30 p.m. – 2nd and 4th Tuesdays each month.

Motion by Commissioner Ramsey, second by Vice Mayor German to set the City Commission Meetings for 5:30 p.m. the 2nd and 4th Tuesdays of each month.

VOICE VOTE: All in favor.

MOTION PASSES

- D. **Setting Worksession Meetings:** 5:30 p.m. – Mondays preceding the 2nd Tuesday each month.

Motion by Commissioner Ramsey, second by Commissioner Emory to set the Worksession Meetings for 5:30 p.m. the Mondays preceding the 2nd Tuesday of each month.

VOICE VOTE: All in favor.

MOTION PASSES

- E. **Appointment of City Manager:** Franklin J. Peterson.

Motion by Vice Mayor German, second by Commissioner Emory to appoint Franklin J. Peterson as City Manager.

VOICE VOTE: All in favor.

MOTION PASSES

- F. **Appointment of City Clerk:** Ann Marie Meisch.

Motion by Commissioner Ramsey, second by Vice Mayor German to appoint Ann Marie Meisch as City Clerk.

VOICE VOTE: All in favor.

MOTION PASSES

- G. **Appointment of City Treasurer:** Sarah Wilson.

Motion by Commissioner Hood, second by Commissioner Ramsey to appoint Sarah Wilson as City Treasurer.

VOICE VOTE: All in favor.

MOTION PASSES

- H. **Appointment of City Auditor:** Kenneth Grant.

Motion by Commissioner Hood, second by Commissioner Ramsey to appoint Kenneth Grant as City Auditor.

VOICE VOTE: All in favor.

MOTION PASSES

- I. **Appointment of City Assessor and Deputy Assessor:**

County Equalization Director Donna VanderVries
Deputy Director Dan VanderKooi

Motion by Commissioner Ramsey, second by Vice Mayor German to appoint Donna VanderVries and Dan VanderKooi as City Assessor and Deputy Assessor.

VOICE VOTE: All in favor.

MOTION PASSES

J. Designation of City Fund Depositories:

Fifth Third Bank (Main Depository)
Huntington Bank
Comerica Bank
PNC Bank

Motion by Commissioner Ramsey, second by Commissioner Hood to designate the City Fund Depositories: Fifth Third Bank (Main Depository), Huntington Bank, Comerica Bank, and PNC Bank.

VOICE VOTE: All in favor.

MOTION PASSES

K. Designation of Firm to Act as Legal Counsel: Parmenter Law.

Motion by Commissioner Hood, second by Commissioner Ramsey to designate Parmenter Law to act as legal counsel.

VOICE VOTE: All in favor.

MOTION PASSES

2022-02 NEW BUSINESS

A. Mayor Committee Appointments

Appointments of Ex-Officio Members to various Boards and Committees by Mayor Johnson are as follows:

Community Relations Committee (CRC) – **Michael Ramsey**

Community Development Block Grant – Citizen’s District Council (CDC) –
Rebecca St.Clair

Equal Opportunity Committee (EOC) – **Eric Hood and Willie German, Jr.**

Farmer’s Market Advisory Committee – **Teresa Emory**

Historic District Commission (HDC) – **Teresa Emory**

Housing Board of Appeals (HBA) – **Michael Ramsey**

Housing Commission – **Rebecca St.Clair**

Planning Commission – **Eric Hood**

Zoning Board of Appeals (ZBA) – **Willie German, Jr.**

Land Bank Authority - **Eric Hood**

West Michigan Regional Shoreline Development Commission (WMSRDC) –
Ken Johnson

Downtown Arts Committee – **Rachel Gorman**

Julia Hackley Committee – **Rachel Gorman**

- B. Meeting Broadcasts** – Worksession and General Session meetings are currently aired on Comcast Channel 96 and on YouTube. In the past the meetings were also streamed live on Facebook. Mayor Johnson would like to bring the live stream back to Facebook for Worksession and General Session meetings, along with being aired on Comcast Channel 96 and on YouTube.

Motion by Vice Mayor German, second by Commissioner St.Clair to broadcast our Worksession and General Session Meetings on Facebook Live, YouTube, and our local public access channel.

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

Nays: None

MOTION PASSES

- C. Legislative Policy Meeting Schedule** – Legislative Policy Committee meetings are currently held in the first month of each quarter. Mayor Johnson would like to move that to the 2nd month of the quarter.

Motion by Commissioner Ramsey, second by Vice Mayor German to move Legislative Policy Committee Meetings to the 4th Wednesday of the second month of each quarter.

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

Nays: None

MOTION PASSES

PUBLIC COMMENT: Public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 6:07 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, December 13, 2021

5:30 p.m.

City Commission Chambers
933 Terrace Street, Muskegon, MI 49440

MINUTES

Will Snyder from Representative Terry Sabo's office was in attendance and presented resolutions to Mayor Stephen J. Gawron and Commissioner Dan Rinsema-Sybenga in appreciation of their years of dedicated service.

2021-107

CSXT Purchase Agreement

For the past 5+ years, staff has been working to complete the purchase and removal of the CSXT railroad line that runs from the former YMCA through Lakeside to the Jaycees Launch Ramp. The agreement would allow for a portion of the line to be converted into a trail via a trail use agreement, and the remainder of the line to be used for redevelopment.

The purchase price is \$1,648,000. We anticipate \$40,000 in filing fees as well. As part of the due diligence period, we will have the entire line surveyed. We do not have a cost for the survey, and instead will use a billable hourly rate model. Staff has a tight timeline to complete due diligence and prepare for Federal Approval. As such, we will be requesting authorization to both sign the agreement and formally complete \$2 Million. We are proposing to utilize ARPA dollars to complete the purchase, but we foresee opportunities to recoup most/all of this investment via a combination of Brownfield TIF and allowing the buy-out of the various crossing agreements that we will inherit.

This item will appear on the regular meeting agenda on December 14, 2021 for consideration.

Social District Report and Plan

After a year-plus into the Downtown Muskegon Social District and starting a second in Lakeside at the end of summer, city staff is pleased as to operations and finances. There is no doubt from a business, image and downtown activity standpoint, the Downtown Social District has been a huge success since launching in September 2020. It has been a learning process, especially in how to handle sticker/cup prices and the city costs of producing downtown events that drove social district sales.

City staff met with the Social District establishment and stakeholders in late November to report on the first-year operations, provide thoughts on plans for 2022 and receive feedback and suggestions from the group.

Staff is recommending a flat fee of 75 cents for social district stickers for year-round use. We will not be purchasing cups and we will not have different stickers for special events. The proposed fee for 2022 will be on the regular agenda December 14, 2021.

Inclusive Zoning Proposal REMOVED PER STAFF REQUEST

Public Comment – No public comments were received.

Adjournment: The Worksession meeting adjourned at 6:17 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 1/25/2022	Title: Non-Profit Recognition
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: Breakthrough Believers Recovery and Healing Center is requesting recognition as a non-profit in the City of Muskegon for the purpose of obtaining charitable gaming licenses for raffles to raise money for various underserved community needs.	
Detailed Summary:	
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 request from Breakthrough Believers Recovery and healing Center to be recognized as a non-profit operating in the City for the purpose of obtaining a charitable gaming license.	
For City Clerk Use Only:	
Commission Action:	



BREAKTHROUGH BELIEVERS RECOVERY AND HEALING CENTER

501c3 Non-profit Organization

For more information call 231-343-2753

Website: www.bbrhcommunityoffice.com or Email: pamduvall7102@comcast.net

We're an approved

Healthcare Provider NPI/NPPES

in compliance with HIPAA Act of 1996

November 18, 2021

Ms. Kimberly Young
Deputy City Clerk
CITY OF MUSKEGON
933 Terrace Street
Muskegon, MI 49440

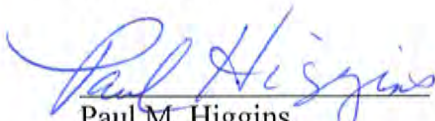
RE: Local Governing Body Resolution for Charitable Gaming Licenses

Enclosed, were seeking recognition as Nonprofit in the City of Muskegon for purpose of raising money through Raffles for various underserved community needs.

Per our conversation deadline is: December 7th, 2021 next City mtg December 14, 2021.

If I can be of further assistance, please don't hesitate to give me a call at 231-343-2753. Enclosed, please find the \$75 fee.

Cordially,



Paul M. Higgins
Authorized Official

Cordially,



Pam Duvall-Bateman
Authorized Official



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

(Civic only)

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(k)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application

BSL-CG-1153(R6/09)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 25, 2022	Title: Chamber of Commerce Proposal
Submitted By: LeighAnn Mikesell	Department: City Manager's Office
Brief Summary: Staff is requesting approval of a partnership and funding agreement with the Muskegon Lakeshore Chamber of Commerce.	
Detailed Summary: The Chamber continues to partner with the city to promote our community and support our local businesses. They have been instrumental in attracting cruise ships, improving our public image, administering the Silent Observer program, and bolstering our business community. The attached proposal includes funding allocation and benefits to the city in the areas of event and program sponsorship, membership, Silent Observer promotion, and community promotion activities. The city currently pays \$16,000 annually for various Chamber services, membership, and events, and those funds come from various budgets. The amount requested will require adjustments in the 2nd quarter reforecast.	
Amount Requested: \$20,000	Amount Budgeted: \$16,000
Fund(s) or Account(s): 80400, 10101	Fund(s) or Account(s): various
Recommended Motion: To approve the partnership and funding agreement with the Muskegon Lakeshore Chamber of Commerce.	
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- Chamber Partnership Proposal

The Muskegon Lakeshore Chamber is pleased to work in partnership with the city on a membership/sponsorship proposal for 2022. The total package price is \$20,000. The following is an outline of the services and promotions included in this package.

Sponsorship Package - \$5,000

The city will be promoted as a sponsor for the following events and programs. This provides great visibility for the city to area community leaders, small businesses, engaged community residents and leaders. It also provides key staff and elected officials networking opportunities with the 422 chamber members located in the city.

- Economic Summit – Event Sponsor - \$1,500 value
 - Logo on all event marketing and promotional items
 - Recognition as Event Sponsor at the event
 - *Four tickets to the event*
 - Opportunity to host a display table
 - Opportunity to have a stand up banner at the event
- Let's Talk Business (an inclusive small business program) – Event Sponsor - \$500 value
 - Logo on all event marketing and promotional items
 - Recognition as Event Sponsor at the event
 - One minute commercial at the event
 - *One ticket to the event*
- Muskegon Star – Private Session Sponsor – \$1000 value
 - *Private training session for up to 30 employees or guests*
- 12 Month Website Advertising - \$2,400 value
- Logo/Banner Ad inclusion 3 webpages on the Chamber website (Muskegon.org)

Membership Annual Investment - \$5,000

Your annual membership includes affiliated memberships for Western Market, Farmer's Market, Hartshorne Marina, Pere Marquette & the DDA. Each of these entities will be listed and promoted on our website and in social media as separate organizations with a contact. This makes it easier for residents, visitors and community leaders to find information quickly and easily.

There are over *30 member benefits which are outlined in the membership kit*. They include invitations to VIP events and programs, e-news blasts, advocacy assistance etc. It also give you access to chamber meeting rooms. Emily Morgenstern will be your liaison for member services.

- Includes an Annual Gold Pass - \$1,000 value
- You will receive one free **admission to all chamber events/programs**

*excluding Chamber Classic Golf Outing

o

Continue...

Silent Observer Promotion - \$5,000

- The chamber manages the back end of this important community safety program. Chamber staff coordinates committee activities, technology and promotions. Chief Lewis is an active member of the marketing committee. This has been a successful neighborhood friendly policing tool.

Community Promotion Services - \$5000

The chamber and city work closely on numerous community promotions. Chamber staff puts in thousands of hours in the project below which are directly and indirectly connected to economic development.

- Watch Muskegon Image Campaign
- Cruise Ship Marketing
- Downtown Muskegon Welcome Center
- Recruit Talent Initiatives, promotion, tours and events

We appreciate your dedication and continued support of the Muskegon Lakeshore Chamber of Commerce and look forward to this collaborative partnership. We are happy to invoice portions of this proposal separately as directed.

Sincerely,

Tamara Jackson – Gatewood

Director of Membership Services
Muskegon Lakeshore Chamber of Commerce
tjackson@muskegon.org

Date_____

Frank Peterson

City Manager
City of Muskegon

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 25 th , 2022	Title: MDOC Utility Easements
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is seeking approval to purchase utility easements from the State of Michigan Department of Corrections.	
Detailed Summary: Staff is pursuing several utility easements from the state of Michigan to provide utility service to the former prison site. The utilities easements cross thru a 100 FT strip of property that was retained by the State of Michigan during the land transaction. The city is requesting and the state has issued preliminary approval for five (5) utility easements across this 100 FT strip of property. The cost of the easements is determined by the state to be \$1,750.00 which would be paid from the remaining funds in the State Grant Fund dedicated to this project.	
Amount Requested: \$1,750.00	Amount Budgeted: \$1,750.00
Fund(s) or Account(s): 482-91908-5700	Fund(s) or Account(s): 482-91908-5700
Recommended Motion: Authorize staff to issue payment in the amount noted and sign the agreement, inclusive of any immaterial revisions that are noted during the final state reviews.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

EASEMENT IN GROSS

THIS GRANT is made on _____, 20____, between the STATE OF MICHIGAN, by its Department of Technology, Management & Budget, whose address is Real Estate Division, 3111 West Saint Joseph Street, Lansing, Michigan 48917 (Grantor), to the City of Muskegon, a Michigan municipal corporation, whose address is 933 Terrace Street, Muskegon, Michigan 49440-1397 (Grantee).

Grantor, acting by authority of MCL 18.1221(5) and the approval of the State Administrative Board, in consideration of One Thousand Seven Hundred Fifty and 00/200 Dollars (\$1,750.00) and other valuable consideration, grants to Grantee a non-exclusive easement for the purpose of installing, maintaining, operating and repairing buried public sanitary sewer and potable water mains and related appurtenances (the Easement) on each of five separate easement corridors (the Land) which are under the jurisdiction of the Department of Corrections located in The City of Muskegon and County of Muskegon, Michigan. The five easement corridors are described as follows:

EASEMENT "A"

A 20' WIDE PERMANENT UTILITY EASEMENT, THE CENTERLINE DESCRIBED AS: PART OF THE SOUTH 1/2 OF SECTION 35, TOWN 10 NORTH, RANGE 16 WEST, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 68 OF "PORT CITY INDUSTRIAL CENTER NO. 6 (RECORDED IN LIBER 22, PAGE 5, MUSKEGON COUNTY RECORDS); THENCE SOUTH 00 DEGREES 37 MINUTES 04 SECONDS WEST 100.00 FEET ALONG THE WEST LINE OF SAID LOT 68; THENCE ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 68, SOUTH 89 DEGREES 56 MINUTES 00 SECONDS EAST 121.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 37 MINUTES 04 SECONDS EAST 100.00 FEET TO A POINT ON THE SOUTH LINE OF OLTHOFF DRIVE (66 FT RIGHT OF WAY-PRIVATE) AND THE POINT OF ENDING.

EASEMENT "B"

A 20' WIDE PERMANENT UTILITY EASEMENT, THE CENTERLINE DESCRIBED AS: PART OF THE SOUTH 1/2 OF SECTION 35, TOWN 10 NORTH, RANGE 16 WEST, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 68 OF "PORT CITY INDUSTRIAL CENTER NO. 6 (RECORDED IN LIBER 22, PAGE 5, MUSKEGON COUNTY RECORDS); THENCE SOUTH 00 DEGREES 37 MINUTES 04 SECONDS WEST 100.00 FEET ALONG THE WEST LINE OF SAID LOT 68; THENCE ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 68, SOUTH 89 DEGREES 56 MINUTES 00 SECONDS EAST 420.25 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 37 MINUTES 04 SECONDS EAST 100.00 FEET TO A POINT ON THE SOUTH LINE OF OLTHOFF DRIVE (66 FT RIGHT OF WAY-PRIVATE) AND TO THE POINT OF ENDING.

EASEMENT "C"

A 20' WIDE PERMANENT UTILITY EASEMENT, THE CENTERLINE DESCRIBED AS: PART OF THE SOUTH 1/2 OF SECTION 35, TOWN 10 NORTH, RANGE 16 WEST, CITY OF MUSKEGON, MUSKEGON

COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 68 OF "PORT CITY INDUSTRIAL CENTER NO. 6 (RECORDED IN LIBER 22, PAGE 5, MUSKEGON COUNTY RECORDS); THENCE SOUTH 00 DEGREES 37 MINUTES 04 SECONDS WEST 100.00 FEET ALONG THE WEST LINE OF SAID LOT 68; THENCE ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 68, SOUTH 89 DEGREES 56 MINUTES 00 SECONDS EAST 773.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 37 MINUTES 04 SECONDS EAST 100.00 FEET TO A POINT ON THE SOUTH LINE OF OLTHOFF DRIVE (66 FT RIGHT OF WAY-PRIVATE) AND TO THE POINT OF ENDING.

EASEMENT "D"

A 20' WIDE PERMANENT UTILITY EASEMENT, THE CENTERLINE DESCRIBED AS: PART OF THE SOUTH 1/2 OF SECTION 35, TOWN 10 NORTH, RANGE 16 WEST, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 68 OF "PORT CITY INDUSTRIAL CENTER NO. 6 (RECORDED IN LIBER 22, PAGE 5, MUSKEGON COUNTY RECORDS); THENCE SOUTH 00 DEGREES 37 MINUTES 04 SECONDS WEST 100.00 FEET ALONG THE WEST LINE OF SAID LOT 68; THENCE ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 68, SOUTH 89 DEGREES 56 MINUTES 00 SECONDS EAST 1013.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 37 MINUTES 04 SECONDS EAST 100.00 FEET TO A POINT ON THE SOUTH LINE OF OLTHOFF DRIVE (66 FT RIGHT OF WAY-PRIVATE) AND TO THE POINT OF ENDING.

EASEMENT "E"

A 20' WIDE PERMANENT UTILITY EASEMENT, THE CENTERLINE DESCRIBED AS: PART OF THE SOUTH 1/2 OF SECTION 35, TOWN 10 NORTH, RANGE 16 WEST, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 68 OF "PORT CITY INDUSTRIAL CENTER NO. 6 (RECORDED IN LIBER 22, PAGE 5, MUSKEGON COUNTY RECORDS); THENCE SOUTH 00 DEGREES 37 MINUTES 04 SECONDS WEST 100.00 FEET ALONG THE WEST LINE OF SAID LOT 68; THENCE ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 68, SOUTH 89 DEGREES 56 MINUTES 00 SECONDS EAST 1233.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 37 MINUTES 04 SECONDS EAST 100.00 FEET TO A POINT ON THE SOUTH LINE OF OLTHOFF DRIVE (66 FT RIGHT OF WAY-PRIVATE) AND TO THE POINT OF ENDING.

The Parcel of land burdened by Easement Corridors A- E is described as follows:

PARCEL ID 61-24-696-000-0067-10 - PART OF THE SOUTH 1/2 OF SECTION 35, TOWN 10 NORTH, RANGE 16 WEST, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN AND MORE FULLY DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 68 OF THE RECORDED PLAT OF "PORT CITY INDUSTRIAL CENTER No. 6, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN AS RECORDED IN LIBER 22 OF PLATS, PAGE 5; THENCE SOUTH 89°56'00"EAST ALONG THE NORTH LINE OF LOTS 67-68 OF SAID PLAT, 1297.25 FEET TO THE NORTHEAST CORNER OF LOT 67 OF SAID PLAT; THENCE ALONG THE EAST LINE OF SAID LOT 67, ALONG A 100.44 FOOT CURVE TO THE RIGHT WITH A RADIUS OF 642.00 FEET AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 04°50'09"WEST 100.34 FEET; THENCE NORTH 89°56'00"WEST 1289.87 FEET TO THE WEST LINE OF SAID LOT 68; THENCE NORTH 00°37'04"EAST ALONG SAID WEST LINE 100.00 FEET TO THE POINT OF BEGINNING.

The easement corridors and the burdened parcel are further described and illustrated in Exhibit A.

The Easement is granted subject to the following terms and conditions, which Grantee agrees to comply with:

1. Grantee must notify the Director of the Design and Construction Division, Facilities Administration, Department of Technology, Management & Budget, P.O. Box 30026, Lansing, MI 48909 before commencing any construction, alteration, maintenance, or entry upon the Easement, and provide copies of engineering or architectural drawings to the Design and Construction Division before and after the completion of construction or alteration.

2. Grantor reserves the right to relocate the Easement at its sole expense unless relocation would interfere with the purpose of the Easement.

3. Grantee must obtain the prior written approval of Grantor to relocate the Easement. If there is no legal description, Grantee must obtain the prior written approval of Grantor to relocate the Easement from the location where Grantee initially located it. Grantee agrees that any relocation approved by Grantor must be completed at Grantee's sole expense.

4. Grantee accepts the Easement subject to all existing easements, permits, licenses, leases and other rights.

5. Grantee must maintain the Easement and its appurtenances in good repair, take reasonable precautions to prevent any damage to Grantor's property arising from Grantee's use of, or access to, the Easement, and must repair, replace, or fully compensate Grantor for any damages to Grantor's property, wherever situated, arising from the use of, or access to, the Easement by Grantee or its employees, agents, and contractors.

6. Before conducting any maintenance or repair of the Easement, Grantee must obtain prior written approval from the Department of Corrections (DOC). The Warden or his or her designee may refuse to allow entry of any of Grantee's employees or agents in accordance with safety and security procedures. Upon entering the Land, Grantee, its employees, agents, contractors, subcontractors and successors must immediately report to the prison control center. Grantee must not plant trees, bushes or other foliage without prior written permission from DOC.

7. Following construction, maintenance or other operations on the Easement, Grantee must promptly and completely restore the landscaping over and adjacent to the Easement.

8. Grantee, at its sole expense and at no expense to Grantor, must modify the Easement as necessary in order for the Easement to comply with all laws, ordinances, and regulations.

9. Grantor may use the Land in any manner that Grantor sees fit, provided Grantor's use and enjoyment does not unreasonably interfere with the permitted purposes of the Easement.

10. The rights granted are not exclusive, and Grantor may grant other rights and easements in the Land, provided that such other rights and easements do not unreasonably interfere with the permitted purposes of the Easement.

11. Grantee must obtain general liability insurance for the Easement that provides full coverage for the Grantor or its successors and assignees for all claims, demands, actions, suits, judgments and settlements for bodily injury or property damage arising out of the Grantee's construction, maintenance and use of the Easement. Grantee will maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Within thirty (30) calendar days following the grant of the Easement to Grantee and every year thereafter, Grantee must provide Grantor a certificate of insurance listing Grantor as an additional insured. The Insurance policy must provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice to Grantor.

12. If the Grantee discontinues using the Easement for the purpose described on Page 1 for any period of two continuous (2) years, the Easement terminates. Upon request of Grantor, Grantee must execute and deliver to Grantor or its successor, a release of the Easement in recordable form. Furthermore, Grantee, at its sole expense, must promptly remove all property, facilities, and equipment, from the former easement in a good and workmanlike manner and promptly and fully restore Grantor's property as nearly as possible to the condition at the time of the grant. Property, facilities and equipment includes, but is not limited to, roads, pipelines, transmission lines, poles, buildings, towers and any other structures put in place by Grantee in connection with the Easement. Grantor, at its sole option, may keep any improvements made by Grantee in connection with the grant at no cost to Grantor.

13. The terms and conditions of the Easement are binding upon the heirs, executors and administrators, personal representatives, successors and assigns of the parties.

14. The Easement is governed by and will be construed in accordance with the laws of the State of Michigan.

15. Grantee must record this Easement with the Muskegon County Register of Deeds and provide Grantor with a copy of the Easement after recording it.

16. Exhibit A – Illustration and description of the five easement corridors and the burdened parcel. (A one-page attachment to this Grant of Easement.)

THIS SPACE INTENTIONALLY LEFT BLANK

**STATE OF MICHIGAN,
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET**

By: Marchan D. Darby
Director
Real Estate Division, DTMB

State of Michigan)
)
County of _____)

This instrument was acknowledged before me on _____, 20__, by Marchan D. Darby, Director of the Real Estate Division in the Department of Technology, Management & Budget on behalf of the State of Michigan.

Signature

Print name exactly as it appears on notary public

Notary Public, State of Michigan, County of _____
My commission expires _____
Acting in the County of _____

Drafted By:

[AG WILL INSERT] (P-)
Assistant Attorney General
Department of Attorney General
State Operations Division
G. Mennen Williams Bldg., 2nd Fl.
525 W. Ottawa Street
Lansing, MI 48933

[AG WILL INSERT TRACKING #]

Legal Description Reviewed By:

Matthew Miles, (PS#47965)
Dept. of Technology, Management and Budget
Facilities Administration
Design & Construction Division
3111 West Saint Joseph Street
Lansing, MI 48917

After Recording, Return To: Grantee

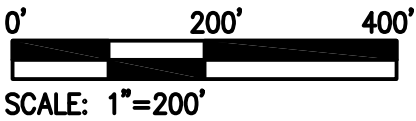
**This Instrument Is Exempt From Real Estate Transfer Taxes
Pursuant To Section 5(h) of 1966 PA 134, MCL 207.505(h),
and Section 6(h)(i) of 1993 PA 330, MCL 207.526(h)(i)**

12/15/2021 2:13 PM

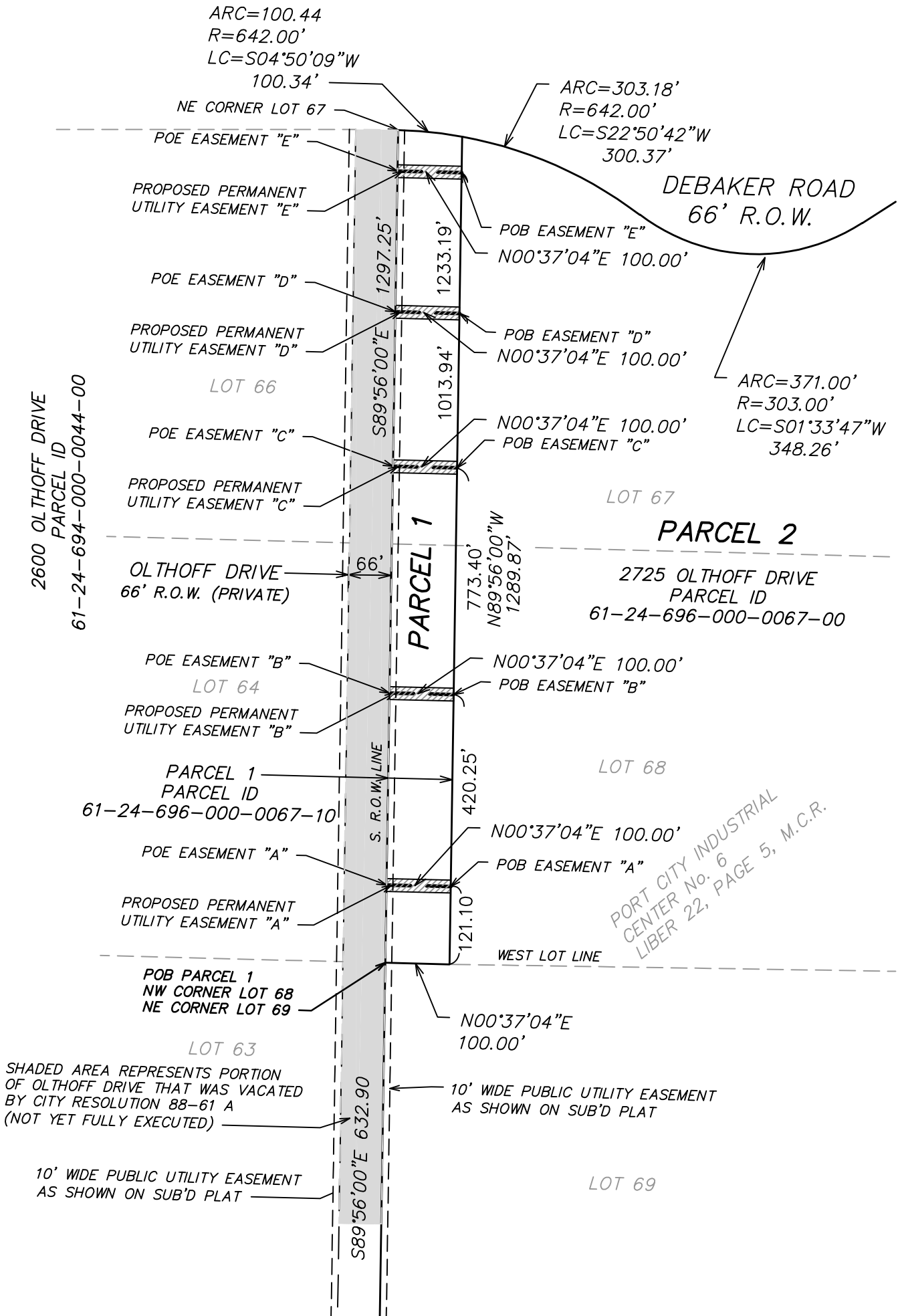
V:\202103\20210307\F\Easements\20210307_easement.dwg

Piggott, Robert

EXHIBIT "A"



NOTE:
ENTIRE PROPERTY IS
NOT SHOWN



REV 12/08/2021

JOB NO. 21210307
DATE 08/27/2021

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

1925 BRETON ROAD, SE
GRAND RAPIDS, MI.
SUITE 100
49506
PHONE: (616) 454-4286
FAX: (616) 454-4278
WEB SITE: [http:// www.hrcengr.com](http://www.hrcengr.com)

SHEET NO. 1 OF 1

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 25 th , 2022	Title: Mini-Excavator Purchase
Submitted By: Joe Buckingham	Department: DPW
Brief Summary: The Equipment Division is requesting permission to purchase one Mini-Excavator from Michigan Cat the Mi-Deal State contract holder. The cost for the Mini-Excavator will be \$84,975.00 coming from the Equipment fund.	
Detailed Summary: This equipment is expected to compliment a smaller mini-excavator that already exists within the equipment fleet. This particular piece of equipment is larger than our existing mini-excavator, yet still substantially smaller than other equipment that could be used for similar functions (tractor backhoe) and will provide much needed versatility to the fleet.	
Amount Requested: \$84,975.00	Amount Budgeted: \$85,000.00
Fund(s) or Account(s): 661-60932-5700	Fund(s) or Account(s): 661-60932-5700
Recommended Motion: Authorize staff to move forward with purchase of a Mini-Excavator through the Mi-Deal State Contract.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 25 th , 2022	Title: Traffic Control Order
Submitted By: Leo Evans	Department: DPW
Brief Summary: Staff is requesting approval of Traffic Control Order 2022-001	
Detailed Summary: Traffic Control Order #2022-001 includes addition of stop signs on Clay at Pine Street converting this intersection into an all-way stop. The site was reviewed for sight distance and recommended for conversion to an all-way stop based on limited sight distance for NW bound Pine Street obstructions.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve traffic control orders #2022-001 and authorize staff to make the necessary signing changes.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

City of Muskegon

Traffic Control Order

2022-001

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Installation of "Stop Sign" on the North and South corners of Clay Avenue at Pine Street, creating an all-way stop condition.*

Location: Clay Avenue at Pine Street

Recommendation:

_____ Date: ____/____/____
Director of Public Works

_____ Date: ____/____/____
Police Chief

_____ Date: ____/____/____
City Manager

Commission Approval (required for Permanent TCO only):

_____ Date: ____/____/____
Commission Action #

Installation/removal

Date assigned: ____/____/____ By: _____
Traffic Supervisor

Date completed: ____/____/____ By: _____
Traffic Department Employee

☐ **Temporary;** does not require Commission Action, good for 90-days from Installation/Removal Date.

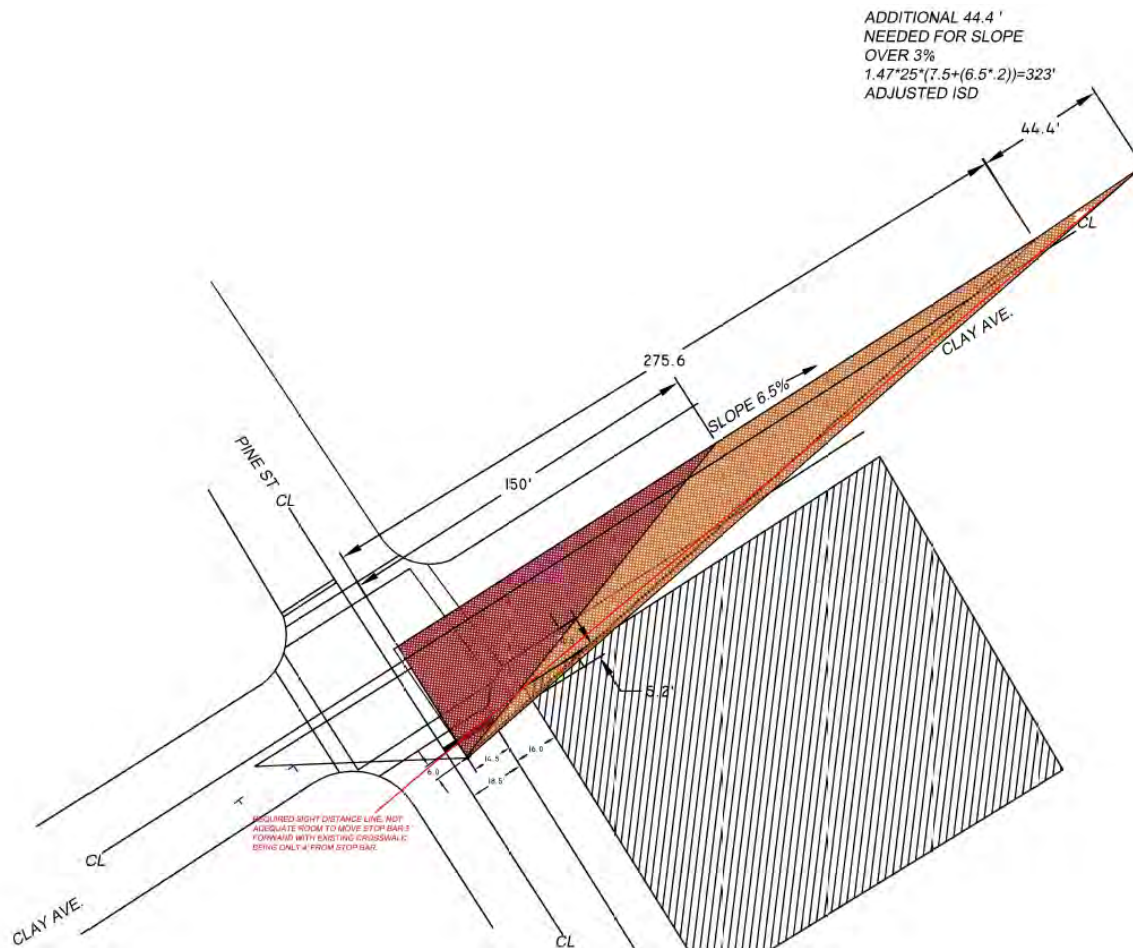
☐ **Permanent;** requires Commission Action

INTERSECTION SIGHT DISTANCE QUICK STUDY

AASHTO CHP 9, Pg 41-52 in MDOT Sight Distance Guidelines

INTERSECTION: Clay and Pine

SKETCH:



RECOMMENDATIONS:

- *Is it possible to move Stop bar forward without inhibiting crosswalk?*
NO, STOP BAR IS ALREADY VERY CLOSE TO THE CROSSWALK HERE AND THE DISTANCE NEEDED TO MOVE FORWARD IS NOT AVAILABLE.
- *Is the object able to be moved or modified out of the line of sight required by the chart?*
NO, THE OBSTRUCTION HERE IS A BUILDING
- *Can the speed be changed to allow for shorter distance required and shorter line of sight?*
THE SPEED LIMIT IS 25 AND MOVING TO A 15MPH IS NOT REALISTIC AS IT IS NOT A COMMON STREET SPEED LIMIT
- *Should there be increased control? (All-way stop)*
A REALISTIC SOLUTION IN THIS CASE IS MOVING TO A 4 WAY STOP. VOLUME STUDY HAS NOT YET BEEN COMPLETED, HOWEVER BOTH ROADS HAVE LOW VOLUMES



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 25, 2022	Title: Engine 24 Repairs
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Final repair estimate to rebuild the motor in Engine 24 (2015).	
Detailed Summary: This is a front-line Engine (24) and has already been down for weeks while they diagnosed (etc). My concern is running our only Reserve truck (21) weeks on end, and running the NEW 41 in the dead of winter.	
Amount Requested: \$39,493.73	Amount Budgeted:\$0
Fund(s) or Account(s): \$0	Fund(s) or Account(s):\$0
Recommended Motion: Approval of the amount for repair to Engine 24.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
#774494
4494 Solutions Center
Chicago, IL 60677-4004

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

MUSKEGON CITY FIRE DEPART
770 TERRACE ST
MUSKEGON, MI 49440-1121

JACOB DYER - 231 7209643

PAGE 1 OF 9

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
03-JAN-2022		15-JUN-2015	ISL9 CM2350 L101		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
186284		01-DEC-2021	73820697		ALL
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
316715			64900		E24 2006

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 4S7CT2D99EC079231

COMPLAINT

1). PERFORM GUARDIAN INSPECTION. 2). CUSTOMER STATES THAT THE UNIT HAS AN OIL LEAK NEAR THE CYLINDER HEAD. 3). CUSTOMER ALSO STATES THAT THERE IS A MODULE ON THE BACK OF THE ENGINE THAT IS LEAKING AIR.

CAUSE

>OPEN CAMPAIGN C2189, TURBO ACTUATOR RELACEMENT. FOUND CAMPAIGN COMPLETED BY FIELD SERVICE. REF WO 304858
>OIL LEAKS- HEAD GASKET, OIL COOLER MOUNT GASKETS, FRONT GEAR COVER
>COOLANT LEAKS- HEATER CONTROL VALVE, 3 HEATER HOSES ON REAR HEAD OF ENGINE, LOWER RADIATOR HOSE, WATER FILTER INLET AND OUTLET HOSE CLAMPS
>EXHAUST LEAK FROM OEM FLEX PIPE
>INTAKE GRID HEATER RELAY BURNT UP AT TERMINALS
>CORRODED EXTERNAL ENGINE BRAKE HARNESS
>STICKING CLOSED COOLANT THERMOSTAT
>AIR LEAK FROM FAN AIR SOLENOID AND PLASTIC AIR LINE FERREL

CORRECTION

>MEASURE BBY ON DYNO OF 16.3". MAX SPEC IS 12". NEED TO DETERMINE ROOT CAUSE
>REPLACED THE HEAD GASKET
>REPLACED OIL COOLER GASKETS
>REPLACED FRONT GEAR COVER
>REPLACED THE (OEM) HEATER CONTROL VALVE AT THE REAR OF THE DOG HOUSE
>CUT AND REPLACED CLAMPS ON 3 HEATER HOSES AT THE REAR OF THE BLOCK
>TIGHTENED LOWER RADIATOR HOSE TO ENGINE INLET AND WATER FILTER HOSES
>REPLACED COOLANT THERMOSTAT
>REPLACED INTAKE HEATER GRID RELAY
>REPLACED OEM FAN AIR SOLENOID AND PLASTIC AIR LINE FERREL AT STRATO

Completion date : 03-Jan-2022 09:49PM. Estimate expires : 31-Dec-2021 05:08PM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

**APPENDIX A
TERMS AND CONDITIONS**

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. **LIMITED WARRANTIES.**
a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
#774494
4494 Solutions Center
Chicago, IL 60677-4004

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO
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TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

MUSKEGON CITY FIRE DEPART
770 TERRACE ST
MUSKEGON, MI 49440-1121

JACOB DYER - 231 7209643

PAGE 2 OF 9

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
03-JAN-2022		15-JUN-2015	ISL9 CM2350 L101		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
186284		01-DEC-2021	73820697		ALL
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
316715			64900		E24 2006

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 4S7CT2D99EC079231

CONNECTION
>REPLACED THE EXTERNAL ENGINE BRAKE HARNESS
>REPLACED THE EXHAUST FLEX PIPE
>PERFORMED A STATIONARY REGEN TO CONFIRM NO FURTHER EXHAUST
LEAKS
>RAN UNIT ON DYNO TO VERIFY NO FURTHER FLUID LEAKS. CHECKED BLOW
BY. MEASURED AT 16.3". ABOVE MAX SPEC 12"

ESTIMATE:
>REMOVED OEM AIR FILTER HOUSING AND ALL INTAKE PIPING. INSPECTED FOR
ANY SIGNS OF CAUSE OF BBY. NONE CURRENTLY FOUND

>REVIEW TSB150037
>REMOVE CYLINDER HEAD AND INSPECT FOR ROOT CAUSE OF BBY.
INSPECT/TEST VALVE GUIDES FOR OIL LEAKAGE
+ADVISE SUPERVISION OF FINDINGS+
>PERFORM NOW OVERHAUL WITH 2 YR 100,000 MILE COVERAGE
>INSPECT AND FILL OUT NOW CHECKLIST
>REPLACE LINERS
>REPLACE PISTON KIT ASSEMBLIES
>REPLACE ROD & MAIN BEARINGS
>REPLACE CYLINDER HEAD, IF NEEDED ONLY
>REPLACE TURBOCHARGER
>CLEAN ALL AIR INTAKE PIPING, INSTALL AND ENSURE SEALS PROPERLY
>REPLACE AIR FILTER
>REPLACE CCV ASSY AND FILTER
>CHANGE OIL & FILTER
>CHANGE COOLANT
>RUN UNIT ON DYNO FOR BREAK IN OF CYLINDER KITS

THANK YOU FOR CHOOSING CUMMINS SALES AND SERVICE

>REPLACED THE HEAD GASKET

Completion date : 03-Jan-2022 09:49PM. Estimate expires : 31-Dec-2021 05:08PM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE
ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON
WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND
WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND
ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. **LIMITED WARRANTIES.**
a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
#774494
4494 Solutions Center
Chicago, IL 60677-4004

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

MUSKEGON CITY FIRE DEPART
770 TERRACE ST
MUSKEGON, MI 49440-1121

JACOB DYER - 231 7209643

PAGE 3 OF 9

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
03-JAN-2022		15-JUN-2015	ISL9 CM2350 L101		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
186284		01-DEC-2021	73820697		ALL
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
316715			64900		E24 2006

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

4S7CT2D99EC079231

>REPLACED OIL COOLER GASKETS
>REPLACED FRONT GEAR COVER
>REPLACED THE (OEM) HEATER CONTROL VALVE AT THE REAR OF THE DOG HOUSE
>CUT AND REPLACED CLAMPS ON 3 HEATER HOSES AT THE REAR OF THE BLOCK
>TIGHTENED LOWER RADIATOR HOSE TO ENGINE INLET AND WATER FILTER HOSES
>REPLACED COOLANT THERMOSTAT
>REPLACED INTAKE HEATER GRID RELAY
>REPLACED OEM FAN AIR SOLENOID AND PLASTIC AIR LINE FERREL AT STRATO CONNECTION
>REPLACED THE EXTERNAL ENGINE BRAKE HARNESS
>REPLACED THE EXHAUST FLEX PIPE
>PERFORMED A STATIONARY REGEN TO CONFIRM NO FURTHER EXHAUST LEAKS
>RAN UNIT ON DYNO TO VERIFY NO FURTHER FLUID LEAKS. CHECKED BLOW BY. MEASURED AT 16.3". ABOVE MAX SPEC 12"

ESTIMATE:

>REMOVED OEM AIR FILTER HOUSING AND ALL INTAKE PIPING. INSPECTED FOR ANY SIGNS OF CAUSE OF BBY; NONE CURRENTLY FOUND
-TURBOCHARGER INTAKE WHEEL FINS SHOW SIGNS OF WEAR FROM DEBRIS

>REVIEW TSB150037
>REMOVE CYLINDER HEAD AND INSPECT FOR ROOT CAUSE OF BBY.
INSPECT/TEST VALVE GUIDES FOR OIL LEAKAGE
+ADVISE SUPERVISION OF FINDINGS+

>PERFORM NOW OVERHAUL WITH 2 YR 100,000 MILE COVERAGE
>INSPECT AND FILL OUT NOW CHECKLIST
>REPLACE LINERS
>REPLACE PISTON KIT ASSEMBLIES

Completion date : 03-Jan-2022 09:49PM. Estimate expires : 31-Dec-2021 05:08PM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

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7. **LIMITED WARRANTIES.**
a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

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16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

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#774494
4494 Solutions Center
Chicago, IL 60677-4004

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

MUSKEGON CITY FIRE DEPART
770 TERRACE ST
MUSKEGON, MI 49440-1121

JACOB DYER - 231 7209643

PAGE 4 OF 9

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
03-JAN-2022		15-JUN-2015	ISL9 CM2350 L101		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
186284		01-DEC-2021	73820697		ALL
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
316715			64900		E24 2006

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

4S7CT2D99EC079231

>REPLACE ROD & MAIN BEARINGS
>REPLACE CYLINDER HEAD
-INSPECT CAMSHAFT AND OVERHEAD PARTS
-CLEAN EXHAUST MANIFOLD
>REPLACE LUBE OIL PUMP
>REPLACE AIR COMPRESSOR
-INSPECT & CLEAN EGR COOLER, EGR VALVE, & EGR DIFF PSI TUBES
>REPLACE TURBOCHARGER
>REPLACE CHARGE AIR COOLER
>CLEAN ALL AIR INTAKE PIPING, INSTALL AND ENSURE SEALS PROPERLY
>REPLACE AIR FILTER
>REPLACE CCV ASSY AND FILTER
>CHANGE OIL & FILTER
>CHANGE COOLANT
>RUN UNIT ON DYNO FOR BREAK IN OF CYLINDER KITS

THANK YOU FOR CHOOSING CUMMINS SALES AND SERVICE

COVERAGE

CUSTOMER BILLABLE

REMARK

12-10-21 @11:30AM JAY PAULSON APPROVED \$10,127.38

DIAGNOSTIC CHARGE:	386.91
	4,002.97

1	GUARDIAN REPAIR	GUARDIAN REPAIR			
	548617-002	WTR VALVE	E1-NSPART2		
	0185-GG3-028	SUP SOL 600A	E1-NSPART2		
	2729-MM5-002	3WY 12V SOLN VALE	E1-NSPART3		
1	0 CC36073	OAT	FLG	28.91	28.91
1	0 5579344	KIT,UPPER ENGINE GASKET	CECO	346.61	346.61
1	0 3918174	GASKET,OIL COOLER CORE	CECO	18.65	18.65

Completion date : 03-Jan-2022 09:49PM. Estimate expires : 31-Dec-2021 05:08PM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. **LIMITED WARRANTIES.**
a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
#774494
4494 Solutions Center
Chicago, IL 60677-4004

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

MUSKEGON CITY FIRE DEPART
770 TERRACE ST
MUSKEGON, MI 49440-1121

JACOB DYER - 231 7209643

PAGE 5 OF 9

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
03-JAN-2022		15-JUN-2015	ISL9 CM2350 L101		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
186284		01-DEC-2021	73820697		ALL
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
316715			64900		E24 2006

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4S7CT2D99EC079231					
1	0	3929011		GASKET,LUB OIL CLR COVER	CECO	24.72	24.72
1	0	LF9009		PAC, LF	FLG	48.84	48.84
8	0	V891001		P BL 1 S GN2 15W-40 BULK	VALVOLINE	13.45	107.60
1	0	3958112		COVER,GEAR	CECO	150.17	150.17
1	0	3164070		SEALANT	CECO	79.19	79.19
1	0	4024883		KIT,SEAL	CECO	74.62	74.62
1	0	5273379		THERMOSTAT	CECO	55.76	55.76
1	0	3969631		HARNESS,WIRING	CECO	52.97	52.97
1	0	3089019		SEAL,O RING	CECO	29.88	29.88
1	0	3104230		GASKET,EXH GAS RCN VALVE	CECO	39.24	39.24
2	0	3684284		WASHER,SEALING	CECO	7.14	14.28
1	0	3883284		SEAL,O RING	CECO	6.40	6.40
2	0	3922794		SEAL,O RING	CECO	2.89	5.78
1	0	3959798		GASKET,VALVE COVER	CECO	42.49	42.49
3	0	3963988		WASHER,SEALING	CECO	4.31	12.93
9	0	3963990		WASHER,SEALING	CECO	3.51	31.59
1	0	4384356		SEAL,RECTANGULAR RING	CECO	8.24	8.24
1	0	4903482		SEAL,O RING	CECO	7.21	7.21
2	0	4932615		GASKET,CONNECTION	CECO	3.72	7.44
1	0	4933235		GASKET,CONNECTION	CECO	4.66	4.66
11	0	4934278		WASHER,SEALING	CECO	3.11	34.21

Completion date : 03-Jan-2022 09:49PM. Estimate expires : 31-Dec-2021 05:08PM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

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7. **LIMITED WARRANTIES.**
a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

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13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise
agreed upon in writing. Remit to:
#774494
4494 Solutions Center
Chicago, IL 60677-4004

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

MUSKEGON CITY FIRE DEPART
770 TERRACE ST
MUSKEGON, MI 49440-1121

JACOB DYER - 231 7209643

PAGE 6 OF 9

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
03-JAN-2022		15-JUN-2015	ISL9 CM2350 L101		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
186284		01-DEC-2021	73820697		ALL
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
316715			64900		E24 2006

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4S7CT2D99EC079231					
1	0	4937032		GASKET,CONNECTION	CECO	12.35	12.35
1	0	4944257		WASHER,SEALING	CECO	17.28	17.28
1	0	4992509		SEAL,O RING	CECO	4.95	4.95
1	0	5253019		GASKET,EXH GAS RCN VALVE	CECO	12.53	12.53
1	0	5263924		GASKET,TURBOCHARGER	CECO	18.29	18.29
1	0	5264568		GASKET,OIL DRAIN	CECO	3.35	3.35
6	0	5269779		GASKET,EXHAUST MANIFOLD	CECO	13.34	80.04
1	0	5272959		GASKET,RKR LEVER HOUSING	CECO	17.28	17.28
1	0	5295436		GASKET,CONNECTION	CECO	4.77	4.77
1	0	5297803		SEAL,O RING	CECO	1.97	1.97
2	0	5297806		SEAL,D RING	CECO	2.31	4.62
1	0	5529514		GASKET,CYLINDER HEAD	CECO	151.21	151.21
4	0	80251GL		5/8 SILIC HEAT HOS	E1-DAYCO	8.18	32.72
1	0	4384356		SEAL,RECTANGULAR RING	CECO	8.24	8.24
4	0	5286984		STUD	CECO	9.57	38.28
4	0	5263462		NUT	CECO	3.64	14.56
2	0	722307		V CLAMPS	E1-NSPART1	35.34	70.68
1	0	2925-LL2-001		4" BELLOW	E1-NSPART4	801.88	801.88
2	0	688956		GASKETS	E1-NSPART2	50.90	101.80
1	0	5347975RX		HEAD,CYLINDER	DRC	4,708.27	4,708.27
1	0	4942132D		HEAD, CYLINDER	CLEAN	375.00	375.00

Completion date : 03-Jan-2022 09:49PM. Estimate expires : 31-Dec-2021 05:08PM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE
ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON
WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND
WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND
ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. **LIMITED WARRANTIES.**
a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

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15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



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#774494
4494 Solutions Center
Chicago, IL 60677-4004

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

MUSKEGON CITY FIRE DEPART
770 TERRACE ST
MUSKEGON, MI 49440-1121

JACOB DYER - 231 7209643

PAGE 7 OF 9

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
03-JAN-2022		15-JUN-2015	ISL9 CM2350 L101		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
186284		01-DEC-2021	73820697		ALL
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
316715			64900		E24 2006

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4S7CT2D99EC079231					
-1	0	4942132D	HEAD,CYL ISC/QSC ISL/QSL	DIRTY		375.00 -	375.00
1	0	3930408	GASKET,OIL PAN	CECO		166.45	166.45
1	0	3939352	GASKET,OIL SUC CONNECTION	CECO		4.18	4.18
1	0	4309346	KIT,BEARING	CECO		81.28	81.28
1	0	4309347	KIT,MAIN BEARING	CECO		264.56	264.56
1	0	5332563	GASKET,OIL PAN	CECO		57.44	57.44
6	0	5404408	LINER,CYLINDER	CECO		188.05	1,128.30
1	0	5579344	KIT,UPPER ENGINE GASKET	CECO		346.61	346.61
4	0	4309526	KIT,ENGINE PISTON	CECO		318.89	1,275.56
2	0	4309526	KIT,ENGINE PISTON	CECO		318.89	637.78
1	0	FF63054NN	PAC,FF	FLG		56.24	56.24
1	0	LF14009-NN	PAC, LF	FLG		76.91	76.91
1	0	5263986	BREATHER,CRANKCASE	CECO		380.39	380.39
1	0	5255737	TUBE,BREATHER	CECO		85.14	85.14
1	0	ORDERED ITEM 4945226 CECO	NOW 2YR 100KMI 60505	E1- CERTIFICATES		500.00	500.00
6	0	CC36073	OAT	FLG		28.91	173.46
1	0	3798338RX	KIT,ICP TURBOCHARGER	DRC		4,388.97	4,388.97
1	0	3780074D	TURBO, HE300VG ISL	CLEAN		625.00	625.00
-1	0	3780074D	TURBO, HE300VG ISL	DIRTY		625.00 -	625.00
1	0	4903482	SEAL,O RING	CECO		7.21	7.21
2	0	4932615	GASKET,CONNECTION	CECO		3.72	7.44

Completion date : 03-Jan-2022 09:49PM. Estimate expires : 31-Dec-2021 05:08PM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE
ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON
WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND
WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND
ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

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4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

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7. **LIMITED WARRANTIES.**
a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise
agreed upon in writing. Remit to:
#774494
4494 Solutions Center
Chicago, IL 60677-4004

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

MUSKEGON CITY FIRE DEPART
770 TERRACE ST
MUSKEGON, MI 49440-1121

JACOB DYER - 231 7209643

PAGE 8 OF 9

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
03-JAN-2022		15-JUN-2015	ISL9 CM2350 L101		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
186284		01-DEC-2021	73820697		ALL
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
316715			64900		E24 2006

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4S7CT2D99EC079231					
1	0	4937032		GASKET,CONNECTION	CECO	12.35	12.35
1	0	5579344		KIT,UPPER ENGINE GASKET	CECO	346.61	346.61
1	0	5255739		TUBE,BREATHER	CECO	82.18	82.18
1	0	CV50628		ELEMENT,CV	FLG	139.14	139.14
6	0	5579381		KIT,CON ROD BEARING	CECO	35.26	211.56
1	0	5449240		PUMP,LUBRICATING OIL	CECO	349.83	349.83
1	0	5440813		GASKET,ACC DRIVE SUPPORT	CECO	17.06	17.06
1	0	ORDERED ITEM 5473184RX		3685614 CECO KIT,AIR COMPRESSOR	DRC	1,753.90	1,753.90
1	0	3944525D		COMP,AIR ISC/ISL 18.7 CFM	CLEAN	135.00	135.00
-1	0	3944525D		CPR, AIR ISC/ISL 18.7 CFM	DIRTY	135.00	- 135.00
1	0	CAC		CAC	E1-NSPART4	4,000.00	4,000.00

PARTS:	23,888.01
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	23,888.01
SURCHARGE TOTAL:	0.00
LABOR:	12,281.60
LABOR COVERAGE CREDIT:	15.20CR
TOTAL LABOR:	12,266.40
MISC.:	- 1,050.56
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	- 1,050.56
ELECTRONIC TOOLING FEE	50.00

Completion date : 03-Jan-2022 09:49PM. Estimate expires : 31-Dec-2021 05:08PM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE
ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON
WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND
WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND
ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. **LIMITED WARRANTIES.**
a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

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8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

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14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise
agreed upon in writing. Remit to:
#774494
4494 Solutions Center
Chicago, IL 60677-4004

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

MUSKEGON CITY FIRE DEPART
770 TERRACE ST
MUSKEGON, MI 49440-1121

JACOB DYER - 231 7209643

PAGE 9 OF 9

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
03-JAN-2022		15-JUN-2015	ISL9 CM2350 L101		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
186284		01-DEC-2021	73820697		ALL
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
316715			64900		E24 2006

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			OSN/MSN/VIN	4S7CT2D99EC079231			
				HAZ WASTE DISPOSAL			100.00
				SHOP SUPPLIES			150.00
				NOW OVERHAUL SPECIAL		-	500.00
				DISCOUNT LABOR-BRANCH		-	1,626.40
				DISCOUNT PARTS-BRANCH		-	48.84
				DISCOUNT PARTS-BRANCH		-	28.91
				DISCOUNT PARTS-BRANCH		-	346.41
				MISCELLANEOUS			1,200.00

WARRANTIES APPLIED: **FACTORY IN SHOP**

TAX EXEMPT NUMBERS:

LOCAL 0.00

Completion date : 03-Jan-2022 09:49PM. Estimate expires : 31-Dec-2021 05:08PM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE
ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON
WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND
WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND
ACCEPTED.

SUB TOTAL: 39,493.73

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 39,493.73

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. **LIMITED WARRANTIES.**
a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

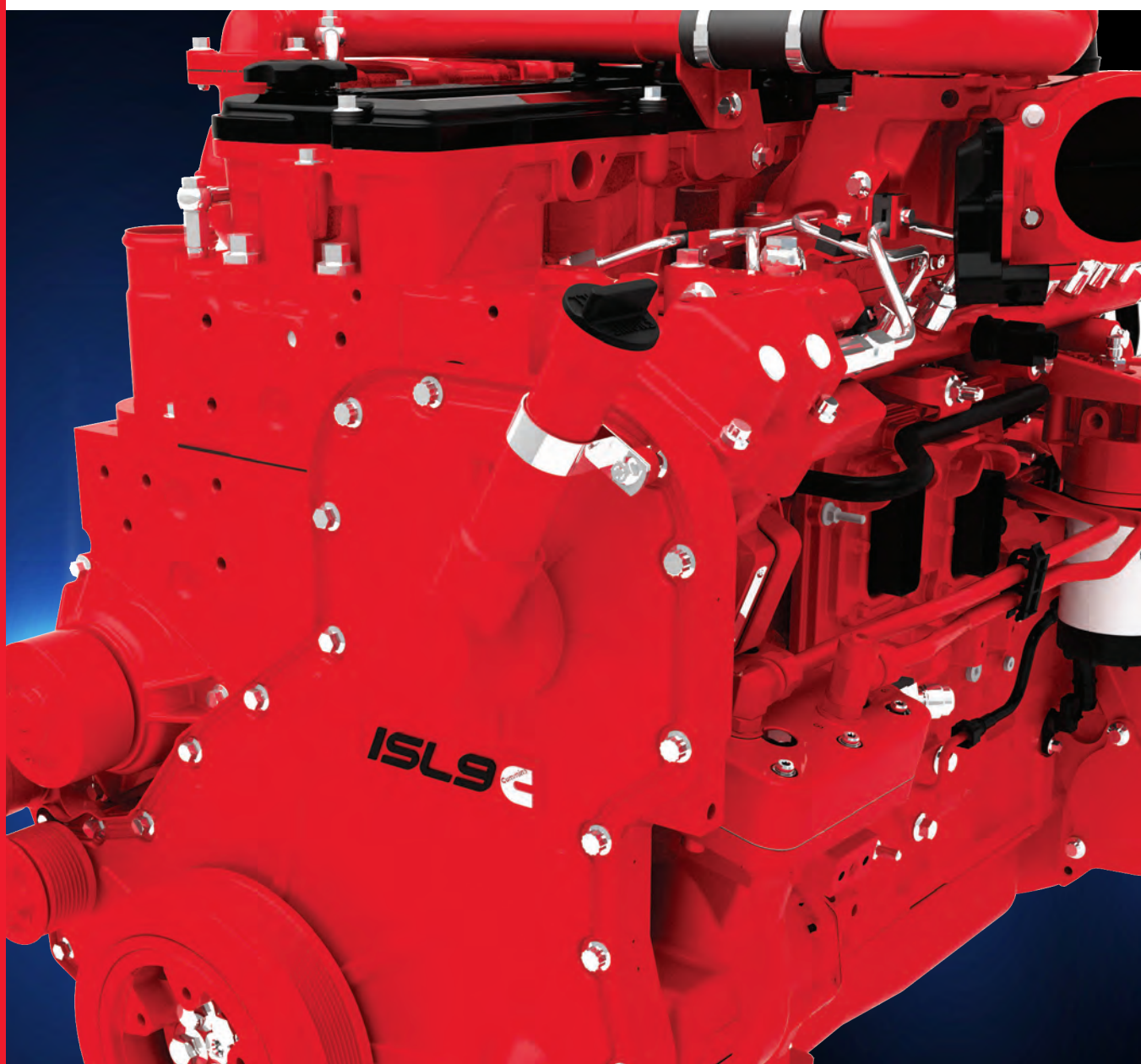
17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Every[™] Confidence. **NOW.[®]**

National Overhaul Warranty
For MidRange Engines

B5.9, ISB, QSB, C8.3, ISC, QSC, ISL and QSL Engines



NOW® For MidRange Engines.

When you want a comprehensive overhaul, consider the Cummins **NOW** Overhaul. It includes a complete teardown and inspection of key components so that the correct reuse/replacement decisions are made. Only Genuine Cummins new and ReCon® parts are used as replacement components during the overhaul. Cummins trained and certified technicians perform the work, and you get a nationwide warranty that's good for up to 3 years depending on the coverage you buy:

1 year / 50,000 miles (80,468 km) or 1,800 hours.

2 years / 100,000 miles (160,935 km) or 3,600 hours.

3 years / 150,000 miles (241,402 km) or 5,400 hours.

Exclusive Features. Extended Benefits.

Cummins **NOW** program offers these exclusive features:

- Coverage on replacement parts, inspected parts and installation workmanship related to covered parts
- Extension of the current parts warranty of 6 months/ unlimited miles/hours to up to 3 years depending on the coverage bought
- Parts and labor are 100% covered
- Travels with you throughout the U.S. and Canada
- Transferable to next owner at no additional charge
- No deductibles required
- Increases the resale value of equipment

NOW MidRange Coverage.

- Engines covered – B5.9, ISB, QSB, C8.3, ISC, QSC, ISL and QSL
- Key markets covered - Construction / Agriculture, Transit and School Bus, Municipals (utility, and transport trucks), RV, Fire Truck / Emergency Vehicles (automotive only)
- Build dates – Engines built in 1995 and later

While overhauls can be performed only by a **NOW**-certified Cummins dealer or distributor, warranty repairs can be performed by any authorized Cummins dealer or distributor.

Replacement Parts.

- Pistons and piston rings
- Cylinder liners
- Crankshaft main bearings
- Connecting rod bearings
- Necessary gaskets and seals

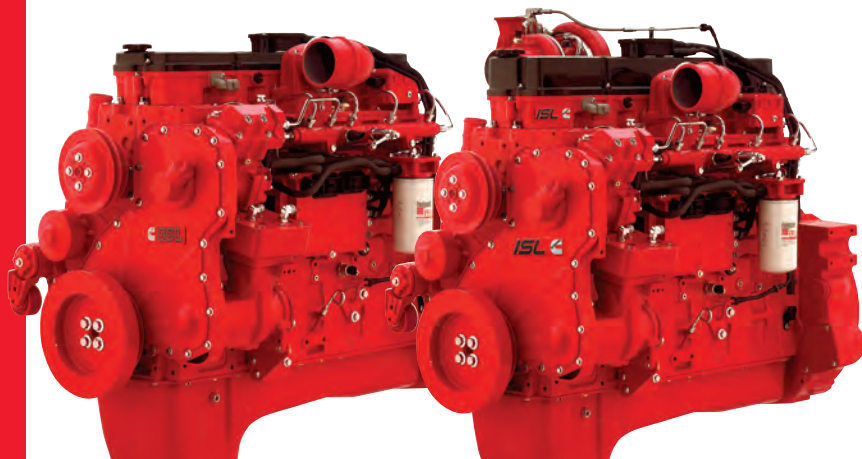
Inspected Parts.*

- Cylinder block
- Crankshaft
- Camshaft
- Connecting rods
- Cylinder heads
- Rocker lever assemblies
- Push tubes
- Valve crossheads
- Intake manifold cover
- Air intake connection
- Exhaust manifold
- Lubricating oil pan and suction tube

Every Question. Answered.

For complete overhaul pricing and additional information on **NOW** Overhauls, locate your Cummins distributor by calling 1-800-DIESELS™ (1-800-343-7357) or visit quickservice.cummins.com.

*These may be reused or replaced after inspection in accordance with Cummins guidelines.



Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

Phone: 1-800-DIESELS (1-800-343-7357)
Fax: 1-800-232-6393
Internet: quickservice.cummins.com

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WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 25, 2022	Title: Deficit Elimination Plan – Sewer Fund
Submitted By: Kenneth Grant	Department: Finance
Brief Summary: To approve the Deficit Elimination plan and resolution for the Sewer Fund and direct staff to submit plan to the State of Michigan	
Detailed Summary: At June 30, 2021 the Sewer Fund had a \$1,222,053 deficit unrestricted net position. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Sewer Fund are attached.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the deficit elimination resolution for the Sewer Fund.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

DEFICIT ELIMINATION PLAN

City of Muskegon

State ID Number 61-2020

Sewer Fund

January 25, 2022

At June 30, 2021 the City of Muskegon Sewer Fund had a deficit unrestricted net position of \$1,222,053. The City has been running an operations deficit for several years in the Sewer Fund. This deficit was in part created by high water levels on our local lakes which caused infiltration into our system. Infiltration into the sewage has subsided considerably along with payments to the County Waste Water System.

City Commission approved a 20% rate increase on January 12, 2021 with an effective date of January 1, 2021. With the rate increased coupled with the decrease costs to the County Waste Water System, staff is hopeful that at June 30, 2022 the fund will have an operation surplus.

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

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

CITY OF MUSKEGON SEWER FUND			
	FY2020-21		PROPOSED FY2021-22
OPERATION REVENUE			
Charges for Service	\$	9,139,883	9,475,000
Other	\$	158,273	160,000
Total Operating Revenue	\$	9,298,156	9,635,000
OPERATING EXPENSES			
Administration	\$	593,928	522,026
Wastewater Treatment	\$	5,271,658	6,000,000
Wastewater Maintenance	\$	1,615,456	1,851,735
Depreciation	\$	450,685	440,000
Total Operating Expenses	\$	7,931,727	8,813,761
NONOPERATING REVENUES (EXPENSES)			
Investment Earnings	\$	138	1,209
Interest Expense	\$	(6,452)	(7,500)
Bond Issuance Costs	\$	(78,740)	75,000
Total Nonoperating Revenue(expense)	\$	(85,054)	68,709
Change in Net Position	\$	10,849,375	\$ 889,948
Net Position at beginning of year	\$	10,260,650	\$ 21,110,025
Net position at end of year	\$	21,110,025	\$ 21,999,973

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. _____

WHEREAS City of Muskegon's Sewer Fund had a \$1,22,053 unrestricted net position deficit balance June 30, 2021; and

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

NOW THEREFORE, IT IS RESOLVED that the City Commission of the City of Muskegon adopts the following as the City of Muskegon's Sewer Fund Deficit Elimination Plan.

CITY OF MUSKEGON SEWER FUND			
	FY2020-21		PROPOSED FY2021-22
OPERATION REVENUE			
Charges for Service	\$	9,139,883	9,475,000
Other	\$	158,273	160,000
Total Operating Revenue	\$	9,298,156	9,635,000
OPERATING EXPENSES			
Administration	\$	593,928	522,026
Wastewater Treatment	\$	5,271,658	6,000,000
Wastewater Maintenance	\$	1,615,456	1,851,735
Depreciation	\$	450,685	440,000
Total Operating Expenses	\$	7,931,727	8,813,761
NONOPERATING REVENUES (EXPENSES)			
Investment Earnings	\$	138	1,209
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Bond Issuance Costs	\$	(78,740)	75,000
Total Nonoperating Revenue(expense)	\$	(85,054)	68,709
Change in Net Position	\$	10,849,375	\$ 889,948
Net Position at beginning of year	\$	10,260,650	\$ 21,110,025
Net position at end of year	\$	21,110,025	\$ 21,999,973

Adopted this _____day of January 2022

By: _____
Ken Johnson
Its Mayor

By: _____
Ann Marie Meisch, MMC
Its Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City commission, held on January 26, 2021. The meeting was properly held and noticed pursuant to Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1967.

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC
City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 25, 2022	Title: Deficit Elimination Plan – Public Improvement
Submitted By: Kenneth Grant	Department: Finance
Brief Summary: To approve the Deficit Elimination plan and resolution for the Public Improvement Fund and direct staff to submit plan to the State of Michigan	
Detailed Summary: At June 30, 2021 the Public Improvement had a \$1,026,966 deficit. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Public Improvement Fund are attached.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the deficit elimination resolution for the Public Improvement.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

DEFICIT ELIMINATION PLAN

City of Muskegon

State ID Number 61-2020

Public Improvement

January 25, 2022

At June 30, 2021 the City of Muskegon Public Improvement Fund had a deficit balance of \$1,026,966. This deficit was caused by the City's Midtown Square II Housing Development project. This project involves the building of 6 single family homes along with 10 townhouse style homes. The project was financed by a note from Fifth Third Bank. As invoices are paid to the developer the City draws down on funds from Fifth Third Bank. When posting these transactions in our accounting system the developer invoices are posted as expenditures and the Fifth Third funds are being recorded as Note Payable. No revenue is being posted until a home sell. As of June 30, 2020, no homes at been sold. Thus, causing the deficit in this fund. In FY2020-21 and beyond revenue will be posted as the homes sell. All six homes were sold, after the start of the FY 2021-22 for 1,023,710. The sell of these 6 homes along with a slight increase in several other revenue sources we expect to be out of deficit by the end of FY 2021-22.

Located on the next page is a table showing the Revenue and Expenditures for FY2020-21 and proposed budget for FY2021-22

**CITY OF MUSKEGON
PUBLIC IMPROVEMENT FUND**

	FY2020-21	PROPOSED FY2021-22
REVENUES		
Taxes		
Licenses and Permits		
Intergovernment revenues		
Federal	\$ 5,535	
State		
Local	\$ 575,151	\$ 315,000
Charges for Services	\$ 33,033	\$ 33,033
Investment earnings		
Fees and forfeitures		
Income from assests managed by others	\$ 7,316	\$ 7,316
Other	\$ 200,874	\$ 275,000
Total Revenue	\$ 821,909	\$ 630,349
EXPENDITURES		
Principal	\$ 133,504	\$ 65,000
Interest and Fees	\$ 66,176	\$ 15,000
Bond issuance costs		
Capitla Outlay	\$ 2,654,950	\$ 275,000
Total Operating Expenses	\$ 2,854,630	\$ 355,000
Excess of Revenue over (under) expenditures	\$ (2,032,721)	\$ 275,349
OTHER FINANCING SOURCES(USES)		
Proceeds from sale of capital assests	\$ 2,557,086	\$ 1,350,000
Transfers in	\$ 50,000	\$ 50,000
Transfers out		
Total Nonoperating Revenue(expense)	\$ 2,607,086	\$ 1,400,000
Change in Net Position	\$ 574,365	\$ 1,675,349
Net Position at beginning of year	\$ (1,601,331)	\$ (1,601,331)
Net position at end of year	\$ (1,026,966)	\$ 74,018

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. _____

WHEREAS City of Muskegon's Public Improvement had a \$1,026,966 deficit balance June 30, 2021; and

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

NOW THEREFORE, IT IS RESOLVED that the City Commission of the City of Muskegon adopts the following as the City of Muskegon's Public Improvement Fund Deficit Elimination Plan.

CITY OF MUSKEGON PUBLIC IMPROVEMENT FUND			
	FY2020-21		PROPOSED FY2021-22
REVENUES			
Taxes			
Licenses and Permits			
Intergovernment revenues			
Federal	\$	5,535	
State			
Local	\$	575,151	\$ 315,000
Charges for Services	\$	33,033	\$ 33,033
Investment earnings			
Fees and forfeitures			
Income from assests managed by others	\$	7,316	\$ 7,316
Other	\$	200,874	\$ 275,000
Total Revenue	\$	821,909	\$ 630,349
EXPENDITURES			
Principal	\$	133,504	\$ 65,000
Interest and Fees	\$	66,176	\$ 15,000
Bond issuance costs			
Capitail Outlay	\$	2,654,950	\$ 275,000
Total Operating Expenses	\$	2,854,630	\$ 355,000
Excess of Revenue over (under) expenditures	\$	(2,032,721)	\$ 275,349
OTHER FINANCING SOURCES(USES)			
Proceeds from sale of capital assests	\$	2,557,086	\$ 1,350,000
Transfers in	\$	50,000	\$ 50,000
Transfers out			
Total Nonoperating Revenue(expense)	\$	2,607,086	\$ 1,400,000
Change in Net Position	\$	574,365	\$ 1,675,349
Net Position at beginning of year	\$	(1,601,331)	\$ (1,601,331)
Net position at end of year	\$	(1,026,966)	\$ 74,018

Adopted this _____ day of January 2022

By: _____
Ken Johnson
Its Mayor

By: _____
Ann Marie Meisch, MMC
Its Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City commission, held on January 26, 2021. The meeting was properly held and noticed pursuant to Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1967.

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC
City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 25, 2022	Title: Deficit Elimination Plan – Marina Fund
Submitted By: Kenneth Grant	Department: Finance
Brief Summary: To approve the Deficit Elimination plan and resolution for the Marina Fund and direct staff to submit plan to the State of Michigan	
Detailed Summary: At June 30, 2021 the Marina Fund had a \$146,718 deficit. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Marina are attached.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the deficit elimination resolution for the Marina Fund.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

DEFICIT ELIMINATION PLAN

City of Muskegon

State ID Number 61-2020

Marina Fund

January 25, 2022

At June 30, 2021 the City of Muskegon Marina had a deficit \$146,716. Anticipated revenue has been negatively impacted by Covid-19 and partial closure of Marina the last couple of years.

The City will transfer \$350,000 from the General Fund to eliminate the deficit.

The table below shows the Revenue and Expenditures for FY2020-21 and proposed budget for FY2021-22.

CITY OF MUSKEGON MARINA FUND		
	FY2020-21	PROPOSED FY2021-22
OPERATION REVENUE		
Charges for Service	\$ 178,286	287,550
Other	\$ 420	
Total Operating Revenue	\$ 178,706	287,550
OPERATING EXPENSES		
Administration	\$ 8,119	\$ 472,200
Other operations	\$ 397,807	
Depreciation	\$ 106,040	
Total Operating Expenses	\$ 511,966	\$ 472,200
Operation income(loss)	\$ (333,260)	\$ (184,650)
NONOPERATING REVENUES (EXPENSES)		
Investment Earnings	\$ 42	\$ 50
Interest Expense		
Income(loss) before capital contributions	\$ (333,218)	\$ (184,600)
CAPITAL CONTRIBUTIONS		
Capital grants and Contributions	\$ 6,294	
Transfers In		\$ 350,000
Change in Net Position	\$ (326,924)	\$ 165,450
Net Position at beginning of year	\$ 1,084,501	\$ 757,577
Net position at end of year	\$ 757,577	\$ 923,027

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. _____

WHEREAS City of Muskegon's Marina Fund had a \$146,718 deficit balance as of June 30, 2021; and

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

NOW THEREFORE, IT IS RESOLVED that the City Commission of the City of Muskegon adopts the following as the City of Muskegon's Marina Fund Deficit Elimination Plan

CITY OF MUSKEGON MARINA FUND		
	FY2020-21	PROPOSED FY2021-22
OPERATION REVENUE		
Charges for Service	\$ 178,286	287,550
Other	\$ 420	
Total Operating Revenue	\$ 178,706	287,550
OPERATING EXPENSES		
Administration	\$ 8,119	\$ 472,200
Other operations	\$ 397,807	
Depreciation	\$ 106,040	
Total Operating Expenses	\$ 511,966	\$ 472,200
Operation income(loss)	\$ (333,260)	\$ (184,650)
NONOPERATING REVENUES (EXPENSES)		
Investment Earnings	\$ 42	\$ 50
Interest Expense		
Income(loss) before capital contributions	\$ (333,218)	\$ (184,600)
CAPITAL CONTRIBUTIONS		
Capital grants and Contributions	\$ 6,294	
Transfers In		\$ 350,000
Change in Net Position	\$ (326,924)	\$ 165,450
Net Position at beginning of year	\$ 1,084,501	\$ 757,577
Net position at end of year	\$ 757,577	\$ 923,027

Adopted this _____ day of January 2022

By: _____
Ken Johnson
Its Mayor

By: _____
Ann Marie Meisch, MMC
Its Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City commission, held on January 26, 2021. The meeting was properly held and noticed pursuant to Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1967.

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC
City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 25, 2022	Title: Deficit Elimination Plan – Convention Center
Submitted By: Kenneth Grant	Department: Finance
Brief Summary: To approve the Deficit Elimination plan and resolution for the Convention Center Fund and direct staff to submit plan to the State of Michigan	
Detailed Summary: At June 30, 2021 the Convention Center Fund had a \$1,892,438 deficit. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Convention Center Fund are attached.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the deficit elimination resolution for the Convention Center Fund.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

DEFICIT ELIMINATION PLAN

City of Muskegon

State ID Number 61-2020

Convention Center Fund

January 25, 2022

At June 30, 2021 the City of Muskegon Convention Center had a deficit \$1,892,438. Anticipated revenue has been negatively impacted by Covid-19.

The City has received a \$1,000,000 Grant to help with the negative impact of Covid-19. The City will transfer \$2,500,000 from to General Fund to eliminate the deficit.

The table shows the Revenue and Expenditures for FY2020-21 and proposed budget for FY2021-22.

CITY OF MUSKEGON CONVENTION CENTER FUND			
	FY2020-21		PROPOSED FY2021-22
REVENUES			
Taxes			
Licenses and Permits			
Intergovernment revenues			
Federal			
State		\$	1,000,000
Local	\$	790,749	
Charges for Services			
Investment earnings	\$	6,509	
Fees and forfeitures			
Income from assests managed by others			
Other	\$	202,500	
Total Revenue	\$	999,758	\$ 1,000,000
EXPENDITURES			
Principal	\$	175,000	
Interest and Fees	\$	615,749	
Bond issuance costs			
Capitla Outlay	\$	10,473,442	\$ 1,233,000
Total Operating Expenses	\$	11,264,191	\$ 1,233,000
Excess of Revenue over (under) expenditures	\$	(10,264,433)	\$ (233,000)
OTHER FINANCING SOURCES(USES)			
Proceeds from sale of capital assests			
Transfers in			\$ 2,500,000
Transfers out			
	\$	(40,000)	
Total Nonoperating Revenue(expense)	\$	(40,000)	\$ 2,500,000
Change in Net Position	\$	(10,304,433)	\$ 2,267,000
Net Position at beginning of year	\$	8,411,995	\$ (1,892,438)
Net position at end of year	\$	(1,892,438)	\$ 374,562

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. _____

WHEREAS City of Muskegon's Convention Center had a \$1,892,438 deficit balance June 30, 2021; and

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

NOW THEREFORE, IT IS RESOLVED that the City Commission of the City of Muskegon adopts the following as the City of Muskegon's Convention Center Deficit Elimination Plan.

CITY OF MUSKEGON CONVENTION CENTER FUND		
	FY2020-21	PROPOSED FY2021-22
REVENUES		
Taxes		
Licenses and Permits		
Intergovernment revenues		
Federal		
State		\$ 1,000,000
Local	\$ 790,749	
Charges for Services		
Investment earnings	\$ 6,509	
Fees and forfeitures		
Income from assests managed by others		
Other	\$ 202,500	
Total Revenue	\$ 999,758	\$ 1,000,000
EXPENDITURES		
Principal	\$ 175,000	
Interest and Fees	\$ 615,749	
Bond issuance costs		
Capitla Outlay	\$ 10,473,442	\$ 1,233,000
Total Operating Expenses	\$ 11,264,191	\$ 1,233,000
Excess of Revenue over (under) expenditures	\$ (10,264,433)	\$ (233,000)
OTHER FINANCING SOURCES(USES)		
Proceeds from sale of capital assests		
Transfers in		\$ 2,500,000
Transfers out	\$ (40,000)	
Total Nonoperating Revenue(expense)	\$ (40,000)	\$ 2,500,000
Change in Net Position	\$ (10,304,433)	\$ 2,267,000
Net Position at beginning of year	\$ 8,411,995	\$ (1,892,438)
Net position at end of year	\$ (1,892,438)	\$ 374,562

Adopted this _____ day of January 2022

By: _____
Ken Johnson
Its Mayor

By: _____
Ann Marie Meisch, MMC
Its Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City commission, held on January 26, 2021. The meeting was properly held and noticed pursuant to Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1967.

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC
City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 25, 2022	Title: Community Relations Committee Recommendations
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: To concur with the CRC recommendations to accept resignations, make appoints, and amend the composition of the DDA as explained below.	
Detailed Summary: The CRC recommends: - Accepting the resignation of and Randy Mackie – Housing Code Board of Appeals – Term Expires 1/31/2024. - Appointing the following citizens to each of the stated boards: - o Board of Review – Reappoint David Mendendorp & Martha Bottomley (Citizens) - o Business Improvement District – Reappoint Dan Castle & John Riegler; Appoint Kiel Reid (Assessed property owners or their representatives) - o Citizen's Police Review Board – Reappoint Josie James (Member of a minority-based organization) & Ruby Clark (Neighborhood association representative) - o Citizen's District Council – Appoint Bre'Onna Sanders (Citizen At-Large) - o Construction Code Board of Appeals – Reappoint Brion Boucher (Architect) & Michael McPhall (Fire) - o Downtown Development Authority – Reappoint Heidi Sytsema (Member with interest in the property in the district), Jeanette Moore (Citizen) & John Rielger (Resident of the district) - o Election Commission – Reappoint Wanda Matsey (Citizen) - o Equal Opportunity Committee – Reappoint Charlotte Johnson, Tonya Pell & Ana Zuber (At-Large Citizens) - o Farmers Market Advisory Board – Appoint Jeanine Platt (Citizen At-Large) - o Historic District Commission – Reappoint Emilio Trejo (Member who resides or has occupational or financial interest in one or more of the historic districts); appoint	

Jacquelyn Huss (Member of a local preservation society)

- o **Housing Code Board of Appeals** – Appoint Jordan Potter and Corey Bickford (Citizens)
 - o **Housing Commission** – Reappoint Jonathon Wilson (Citizens)
 - o **Income Tax Board of Review** – Reappoint Michael Haueisen (Resident)
 - o **Lakeside Business Improvement District** – Appoint Andrea Chambers (Assessed property owner or their representative)
 - o **Local Development Finance Authority** – Reappoint Jeffrey Burr; Appoint Patsy Petty (Citizens)
 - o **Local Officer’s Compensation Commission** – Reappoint Paul Edbrooke (Citizen)
 - o **Zoning Board of Appeals** – Appoint Roberta King (Resident)
- Amending the composition of the Downtown Development Authority as follows:
- A 6 Members must have an interest in the property in the district
 - B 4 Citizens
 - C 2 Resident of the district
 - D 1 City Manager

Amount Requested: N/A

Amount Budgeted: N/A

Fund(s) or Account(s): N/A

Fund(s) or Account(s): N/A

Recommended Motion: To concur with the recommendation of the CRC to accept the resignations, appointments and reappointments, and amendments to the composition of the DDA.

For City Clerk Use Only:

Commission Action:



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 25, 2022	Title: DDA/BRA Board Resignation
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: To accept the resignation of Don Kalisz from the Downtown Development Authority/Brownfield Redevelopment Board, effective immediately. Term expires 1/31/2025	
Detailed Summary:	
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 accept the resignation.	
For City Clerk Use Only:	
Commission Action:	



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 25 th , 2022	Title: Parks and Recreation 5-Year Plan
Submitted By: Leo Evans	Department: Public Works
Brief Summary: To host a public hearing and adopt a resolution of adoption relative to the updated City of Muskegon Parks and Recreation 5-Year Plan.	
Detailed Summary: Staff along with assistance from MCSA, Inc. have prepared an update to the city's Parks and Recreation 5-Year Plan. The previous plan from 2016 has expired and an update was required. The draft update is available for review online at the link below, and can be viewed in person during normal business hours at the City of Muskegon DPW Offices (1350 East Keating Avenue, 49442). https://www.muskegon-mi.gov/community-parks-and-recreation-plan/ In order to be eligible for state grant funding through the MDNR (and other sources) a current 5-year plan must be filed with the MDNR no later than February 1, 2022. Through hosting of this public hearing, adoption of the enclosed resolution, and a final update of the plan to reflect any comments received through the public hearing the City will be in a position to submit the updated plan by the required deadline.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Close the Public Hearing, approve the 5-year Parks and Recreation Plan, and authorize the Mayor and Clerk to sign a resolution in support of the plan.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐	



Landscape Architecture
Park & Recreation Planning
Architecture • Urban Design
Sports Facility Planning

**PRELIMINARY PLANNING SCHEDULE
CITY OF MUSCKEGON
2022 FIVE YEAR MASTER PLAN**

RELEASE/DISTRIBUTE SURVEY: Friday, November 19, 2021
SURVEY RETURN DEADLINE Friday, December 17, 2021

SITE INVENTORY Wednesday November 24, 2021

DRAFT REVIEW MEETING Friday, December 10, 2021

PUBLIC REVIEW: Tuesday, December 18, 2021 – Tuesday, January 18, 2022
Draft of Final Plan
30 Day Public Review (DNR Requirement)

PUBLIC HEARING:
Public Hearing and Adoption of Plan by City Commission Tuesday, January 25, 2022

PLAN COMPLETION AND DNR SUBMITTAL February 1, 2022

CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
PARKS AND RECREATION 5-YEAR PLAN

Notice is hereby given that the City of Muskegon will hold a Public Hearing as part of its regularly scheduled City Commission meeting on January 25, 2022. The public is invited to attend and offer comments related to the Parks and Recreation 5-Year Plan. Comments may also be submitted in writing and directed to Leo Evans (Director of Public Works) at

Muskegon Department of Public Works
1350 E Keating Ave
Muskegon, MI 49442

The City of Muskegon Parks and Recreation Plan is available at the following website and is also available to view a hard copy at the Department of Public Works offices, during normal business hours at the address noted above.

<https://www.muskegon-mi.gov/community-parks-and-recreation-plan/>

The Park Plan assists the City in identifying park and recreation needs within the community. The plan includes a community description, inventory, and recommendation for projects to be considered for the next 5 years.

PUBLISH: **January 15th, 2022 (Or Sooner)**

Ann Marie Meisch, City Clerk

ADA POLICY

The City will provide necessary appropriate auxiliary aids and services, for example, signers for the hearing impaired, audiotapes for the visually impaired, etc., for disabled persons who want to attend the meeting, upon twenty-four hours notice to the City. Contact:

Ann Marie Meisch, City Clerk
933 Terrace Street, Muskegon, MI 49440
(231) 724-6705 or TDD (231) 724-6773

**RESOLUTION OF ADOPTION FOR
THE CITY OF MUSKEGON
5-YEAR PARKS AND RECREATION MASTER PLAN (2022 – 2026)**

WHEREAS, the City of Muskegon has developed a Parks and Recreation Plan which describes existing recreational facilities and the desired actions to be taken to improve and maintain these facilities during the period between 2022 and 2026; and

WHEREAS, a public hearing to accept comments on the plan was held on January 25th, 2022, to provide an opportunity for citizens to express opinions, ask questions, and discuss all aspects of the Parks and Recreation Plan; and

WHEREAS, the City of Muskegon has developed the plan for the benefit of the entire community to serve as a document to assist in meeting the recreation needs of the community; and

WHEREAS, after the public hearing, the City of Muskegon voted to adopt said Parks and Recreation Plan;

NOW THEREFORE BE IT RESOLVED, that the City Commission of the City of Muskegon hereby adopts the City of Muskegon Parks and Recreation Plan as a guideline for improving parks and recreation for the residents of the City of Muskegon.

The foregoing resolution was offered by Commissioner (TBD), supported by Commissioner (TBD), the vote being as follows:

Yeas:

Nays:

Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on January 25th, 2022.

BY: Ken Johnson, Mayor

Signature

Date

BY: Ann Meisch, City Clerk

Signature

Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 25, 2022	Title: Amendment to the Form Based Code
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff initiated request to amend the Form Based Code, Urban Residential and Lakeside Residential context areas of the zoning ordinance to reduce the minimum side setback (at non-street locations) requirement from six feet to five feet and reduce the side build-to-zone (at side street) from 10-25 feet to 5-25 feet.	
Detailed Summary: The Planning Commission recommended in favor of the request by a 6-1 vote.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to amend the Form Based Code, Urban Residential and Lakeside Residential context areas of the zoning ordinance to reduce the minimum side setback (at non-street locations) requirement from six feet to five feet and reduce the side build-to-zone (at side street) from 10-25 feet to 5-25 feet.	
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:

Hearing, Case 2021-39: Staff initiated request to amend the Form Based Code, Urban Residential and Lakeside Residential context areas of the zoning ordinance to reduce the minimum side setback (at non-street locations) requirement from six feet to five feet and reduce the side build-to-zone (at side street) from 10-25 feet to 5-25 feet.

SUMMARY

1. The Form Based Code, Urban Residential and Lakeside Residential context areas were designed to allow for maximum density. They allow for detached homes, duplexes, small multiplexes, rowhomes and carriage houses.
2. However, the side setback requirement of six feet (10 at side streets) is not the smallest side setback requirement in all of our zoning districts. The R-3, High Density Single Family Residential district only requires a side setback of 5 feet.
3. To be considered a buildable lot, lots in the Form Based Code-Urban Residential and Lakeside Residential context area only need to be 30 feet wide. With six feet side setback requirements, this makes it difficult to develop these lots.
4. The building code only requires that houses be at least 10 feet apart from each other, without triggering special building accommodations.

Form Based Code Excerpts

SECTION 2005

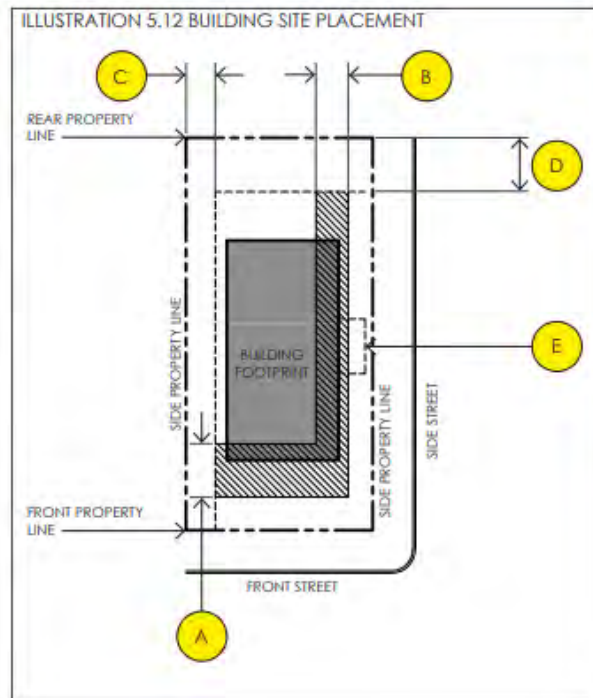
CONTEXT AREAS AND USE

2005.10 URBAN RESIDENTIAL (UR) CONTEXT AREA

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.12 for building site placement.

- A. Front Build-to-Zone (at front street):
- Required build-to-zone from 12 to 30 feet from front property line.
 - Live / Work Building Types in this Context Area shall have a required build-to-zone from 5 to 20 feet from front property line.
- B. Side Build-to-Zone (at side street):
- Required build-to-zone from 10 to 25 feet from side property line.
 - Live / Work Building Types in this Context Area shall have a required build-to-zone from 5 to 20 feet from side property line.
- C. Side Setback (at non-street locations):
- 6 feet from side property line.
- D. Rear Setback:
- 15 feet from rear property line.
- E. Encroachments: Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way as indicated in Section 2003.02.



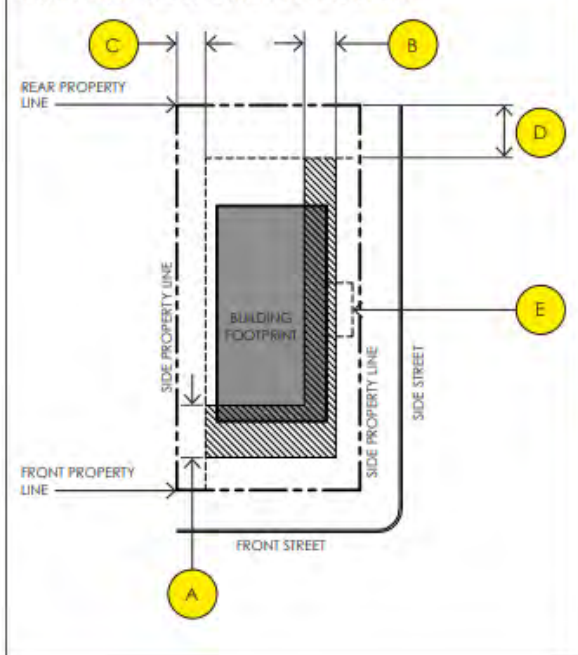
2005.08 LAKESIDE RESIDENTIAL (LR) CONTEXT AREA

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.12 for building site placement.

- A. Front Build-to-Zone (at front street):
 - Required build-to-zone from 5 to 20 feet from front property line.
- B. Side Build-to-Zone (at side street):
 - Required build-to-zone from 5 to 20 feet from side property line.
- C. Side Setback (at non-street locations):
 - 6 feet from side property line.
- D. Rear Setback:
 - 15 feet from rear property line.
- E. Encroachments: Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way as indicated in Section 2003.02.

ILLUSTRATION 5.12 BUILDING SITE PLACEMENT



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the Form Based Code, Urban Residential and Lakeside Residential context areas of the zoning ordinance to reduce the minimum side setback (at non-street locations) requirement from six feet to five feet and reduce the side build-to-zone (at side street) from 10-25 feet to 5-25 feet.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The Form Based Code, Urban Residential and Lakeside Residential context areas of the zoning ordinance will have a side setback (at non-street locations) requirement of five feet and the side build-to-zone (at side street) will be 5-25 feet.

This ordinance adopted:

Ayes: _____

Nays: _____

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 25th day of January 2022, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with 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: _____, 2022.

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 25, 2022, the City Commission of the City of Muskegon adopted an ordinance to amend the Form Based Code, Urban Residential and Lakeside Residential context areas of the zoning ordinance to reduce the minimum side setback (at non-street locations) requirement from six feet to five feet and reduce the side build-to-zone (at side street) from 10-25 feet to 5-25 feet.

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 _____, 2022.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date:	Title: Mercy Health Arena Floor Scrubber
Submitted By: Jake Laime	Department: Mercy Health Arena
Brief Summary: Mercy Health Arena is seeking funding for a new floor scrubber for Arena concourse, lower level, and locker-rooms.	
Detailed Summary: Mercy Health Arena is in desperate need of a new floor scrubber. We have been using an old one left behind by our previous cleaning contract, but we are spending time, energy and finances to keep it going as efficiently as we need. The Arena concourse gets a considerable amount of traffic, as well as the lower level and locker rooms. With limited resources and labor costs, we believe the proposed scrubber is necessary as we continue to keep the Arena in its best condition. Our cleaning regiment has increased substantially because of COVID, and a new modern machine is required. We are recommending to purchase the equipment from Pacific Floor Care, as they are located in the city limits. The machines will be manufactured in the City, and available to us within just a few days of ordering. We will be seeking partial reimbursement from FEMA, as their programming provides for reimbursement of COVID-19 related cleaning/sanitizing equipment.	
Amount Requested: \$21,774.69	Amount Budgeted:
Fund(s) or Account(s): State and Federal Grants	Fund(s) or Account(s):
Recommended Motion: Approval for purchase from Pacific Floor Care at a cost not to exceed \$21,774.69.	
For City Clerk Use Only: Commission Action:	



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 25, 2022	Title: Sales Agreement 2725 Olthoff
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval to sell approximately 20 acres of property at 2725 Olthoff Drive.	
Detailed Summary. This site was originally procured from the Michigan State Land Bank, and previously housed the West Shoreline Correctional Facility. The property has a total of 64 acres, and approximately 34 are in the City of Muskegon. Staff seeks to sell approximately 20 acres of the property within the city limits for the purpose of redevelopment.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s): N/A
Recommended Motion: Approve the sales agreement and authorize the Mayor and Clerk to sign.	

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into as of January ___, 2022 (the “**Effective Date**”) by and between 2725 Olthoff LLC, a Michigan limited liability company, of 55 Campau Avenue NW, Suite 300, Grand Rapids, Michigan 49503 (“**Buyer**”) and the City of Muskegon, a Michigan municipal corporation, of 933 Terrace, Muskegon, Michigan 49440 (“**Seller**”).

R E C I T A L S

A. Seller owns that certain real property located in the City of Muskegon, County of Muskegon, State of Michigan, commonly known as 2725 Olthoff Drive, consisting of approximately 34.37 acres of vacant land in the Port City Industrial Park having permanent parcel number 61-24-696-000-0067-00 and adjacent and contiguous real property located in the Township of Fruitport, County of Muskegon, State of Michigan, commonly known as East Broadway, Muskegon, Michigan 49444 consisting of approximately 28 acres of vacant land having permanent parcel number 61-15-102-200-0001-00 (together, the “**Parent Parcel**”).

B. Subject to the terms of this Agreement, Seller desires to sell and Buyer desires to purchase a portion of the Parent Parcel consisting of approximately 18.79 acres, as depicted on Exhibit A attached hereto and to be more particularly described on Exhibit B to be attached hereto at a later date as described in this Agreement, together with all of Seller’s right, title and interest in and to all improvements, hereditaments, tenements, rights, leases, rents, issues, profits, easements appurtenant thereto, all collectively referred to herein as the “**Property**.”

C. Upon completion of the sale and purchase of the Property, Seller shall retain title to the residual portion of the Parent Parcel which is not being conveyed to Purchaser as part of the Property (the “**Retained Property**”). The Retained Property is described on Exhibit C to be attached hereto at a later date. Seller and Buyer shall work together to obtain the issuance of all governmental approvals necessary to split the portion of the Property as shown as Exhibit A and described on Exhibit B out of the Parent Parcel in order to cause such portion of the Property to constitute a separate approximately 20 acre legal parcel substantially in the location and configuration shown on Exhibit A (the “**Land Division**”).

AGREEMENT

NOW, THEREFORE, taking into account the foregoing Recitals, and in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. AGREEMENT TO PURCHASE AND SALE. Subject to the conditions and upon the terms of this Agreement, Seller hereby agrees to sell, convey and assign the Property to Buyer, and Buyer agrees to buy and accept the Property from Seller.

2. PURCHASE PRICE/DEPOSIT. The purchase price to be paid for the Property (the “**Purchase Price**”) at the Close of Escrow is One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per acre. The Purchase Price shall be deposited by Buyer into Escrow (as defined below) in immediately available funds on or before the Close of Escrow. Upon the full execution of this Agreement, Buyer shall deposit in escrow with the Title Company the sum of Five Thousand and 00/100 Dollars (\$5,000.00; the “**Earnest Money Deposit**”). The Earnest Money Deposit shall be applied to the Purchase Price at the Close of Escrow.

3. TITLE AND SURVEY.

(a) **Title.** As evidence of title to the Property, Buyer shall order within 7 days after the legal description of the Property is attached as Exhibit B to this Agreement, at Seller's cost and expense, from First American Title Insurance Company, whose address is 4362 Cascade Road, SE, Suite 109, Grand Rapids, MI 49545 (the "**Title Company**") a commitment ("**Title Commitment**") to issue an owner's title insurance policy insuring the Property in the amount of the Purchase Price, without the standard printed exceptions, which shall be in a form approved by the American Land Title Association ("**ALTA**") and acceptable to Buyer; provided, however, that Buyer may request that the title insurance policy insure the Property in an amount greater than the Purchase Price ("**Additional Coverage**"), in which case Buyer shall pay for any additional cost of such Additional Coverage. Upon receipt of the Title Commitment, Buyer shall provide a copy of the Title Commitment to Seller. Buyer shall notify Seller in writing within 20 days after Buyer's receipt of the Title Commitment if the Title Commitment discloses any exceptions not acceptable to Buyer nor Buyer's lender, if any, or that, in Buyer's judgment, could interfere with Buyer's intended use of the Property (individually and collectively, a "**Defect**"). Seller may elect to remove each Defect at Seller's expense on or before the Close of Escrow after Buyer's notice of the Defect. In addition, Seller shall satisfy the requirements set forth in the Title Commitment on or before the Close of Escrow. If Seller fails or refuses to remove any Defect or satisfy any requirement on the Title Commitment, then Buyer may: (i) proceed to closing, waiving the Defect or requirement at issue; or (ii) terminate this Agreement by a written notice to Seller, the Earnest Money Deposit shall be returned to Buyer, and neither Seller nor Buyer shall have any further liability to the other under this Agreement.

(b) **Survey.** Within 7 days after the legal description of the Property is attached as Exhibit B to this Agreement, Buyer shall order a 2021 ALTA/NSPS land title survey of the Property which is certified to Buyer, Buyer's lender, and the Title Company, insuring the transaction along with their underwriter, and Buyer's assignee, if any, all at Buyer's expense ("**Survey**"). Buyer shall deliver a copy of the Survey to Seller within 7 days of receipt by Buyer. If the Survey shows any deviation from apparent boundaries or represented acreage, violation of zoning ordinances, or building and use restrictions, flood hazard area, encroachment, or condition that is not acceptable to Buyer ("**Survey Defect**"), Buyer may (i) proceed to closing, waiving the Survey Defect; or (ii) terminate this Agreement by a written notice to Seller, the Earnest Money Deposit shall be returned to Buyer, and neither Seller nor Buyer shall have any further liability to the other under this Agreement.

4. BUYER'S DUE DILIGENCE PERIOD Buyer's obligation to purchase the Property and the remainder of Buyer's obligations under this Agreement shall be subject to Buyer's determination that the Property is suitable for the Project (as defined below) on or before the date that is 180 days after the Effective Date ("**Due Diligence Period**") provided, however, that Buyer may extend the Due Diligence Period for up to thirty (30) days by providing written notice to Seller prior to the expiration of the Due Diligence Period. This Agreement may be terminated upon written notice to Seller by Buyer on or before the expiration of the Due Diligence Period in Buyer's sole discretion then Buyer shall be relieved of all obligations and liabilities under this Agreement and the Earnest Money Deposit shall be refunded to Buyer.

(a) **Inspections.** Buyer may conduct such inspections of the Property that Buyer desires, including, but not limited to, compliance of the Property with applicable laws, ordinances and regulations, the suitability of the Property for Buyer's intended use, and the environmental condition of the Property, to be performed at Buyer's discretion and expense. Buyer shall indemnify Seller and hold Seller harmless for any damages, including injuries, that occur as part of Buyer's inspections. If the Property is a "facility" within the meaning of Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101 et seq ("**Part 201**"), Buyer shall deliver to Seller the report that made the determination that the Property is a facility and, if Seller consents in writing prior to submission, Buyer may, at Buyer's expense, prepare and, after closing, submit to the Michigan Department of Environment,

Great Lakes and Energy (“EGLE”) a “baseline environmental assessment,” or “BEA,” pursuant to Section 26 of Part 201, MCL 324.20126. Buyer may also, at Buyer’s expense, prepare a due care plan to meet due care obligations, if any, at the Property imposed under MCL 324.20107a.

(b) **Land Division.** Seller shall use commercially reasonable efforts to cause the Property to be split from the Parent Parcel (“Land Division”) in accordance with 1967 PA 288, MCL 560.101 et seq. (“**Land Division Act**”) to be completed by the expiration of the Due Diligence Period, and Buyer shall reasonably cooperate with Seller, at no cost or expense to Buyer. If Seller is unable, despite its commercially reasonable efforts, to effectuate the Land Division within the Due Diligence Period, then either party may elect to terminate this Agreement, by notice of such election to terminate delivered to the other party prior to the effectuation of the Land Division, and in the event of such termination, the Earnest Money Deposit shall be returned to Buyer and neither party shall have any further liability or obligation hereunder (other than the provisions of this Agreement that expressly survive Closing and/or termination of this Agreement). Once the Land Division is effectuated, the associated legal description of the Property shall be attached hereto as Exhibit B, the associated legal description of the Retained Property shall be attached hereto as Exhibit C, and the Buyer and Seller shall arrange to have the Title Company modify the Commitment to reflect the actual legal description of the Property and make the associated revisions to the Commitment. Any new title exceptions resulting therefrom shall be subject to Buyer’s approval, including, without limitation, the requirement of any additional title endorsements. Further, such legal description of the Property shall be utilized for purposes of Exhibit A to the Deed (defined in Section 5(c)). If Land Division Act approval is obtained, at Closing Seller shall convey at least one division right to Buyer at the closing.

(c) **Development.** Buyer intends to construct a life science research and office facility consisting initially of approximately 125,000 square feet (“**Phase I**”), 50,000 square feet of which will initially be unoccupied shell space (the “**Shell Space**”), with an anticipated expansion of another 125,000 square feet (the “**Project**”). Buyer may investigate and inspect the Property during the Due Diligence Period and determine that the Property is suitable for the Project, including, but not limited to the condition of the surface and soil thereunder; the availability and condition of adjoining roadways, utilities, and sewers; a geotechnical analysis of the Property; Buyer’s satisfaction that all governing municipalities and all other government and regulatory agencies having jurisdiction over the Property or Buyer will permit and approve the Project (“**Permits and Approvals**”), including, but not limited to, the Permits and Approvals of an onsite incinerator;

(d) **Intentionally Omitted.**

(e) **Intentionally Omitted**

(f) **Documents to be Provided by Seller.** Within five (5) business days of the Effective Date, to the extent in the possession or control of Seller, Seller shall deliver to Buyer full, complete, accurate, and legible copies of the following documentation all to the extent within Seller’s possession or control (the “**Property Documents**”), for Buyer’s review and approval, in its sole discretion:

(i) all plans and specifications, soil, engineering, environmental reports and studies or architectural notices, studies, reports or plans, and all other reports concerning the Property which relate to the physical condition or operation of the Property (collectively, the “**Plans and Reports**”);

(ii) **Intentionally Omitted**

(iii) copies of any and all written notices received by Seller from any governmental or quasi-governmental authorities with respect to (A) violations or alleged violations of any License, law, code or regulation, including, without limitation, any health and sanitation, fire or building codes; (B) defects or other deficiencies in the Property, and (C) results of all inspections of the Property;

(iv) such other documents or items as Buyer may reasonably request in connection with its due diligence investigation of the Property or the operation thereof.

(g) Intentionally Omitted

Buyer's obligation to purchase the Property and the remainder of Buyer's obligations under this Agreement shall be subject to its approval of each contingency set forth below on or before the Close of Escrow:

(i) **Date Down of Representations; No Breach of Covenants.** All of the representations and warranties of Seller pursuant to Section 10 below shall be true and correct in all material respects as of the Close of Escrow and, prior to the Close of Escrow, there shall be no material breach of Seller's covenants or obligations under this Agreement.

(ii) **Proforma.** The Title Company's commitment to issue a marked-up title commitment or pro forma owner's policy to be issued at the Close of Escrow, along with title insurance policy endorsements required by Buyer and to be obtained at Buyer's expense.

5. ESCROW.

(a) **Escrow Holder; Escrow Instructions.** First American Title Insurance Company, Attn: Craig Wandrie (the "**Escrow Holder**") shall establish an escrow for the purchase and sale of the Property (the "**Escrow**"). This Agreement, together with such further written instructions, if any, as both parties jointly provide to Escrow Holder, shall constitute the escrow instructions to the Escrow Holder.

(b) **Opening and Close of Escrow.** The Escrow shall be deemed open as of the Effective Date and shall close (the "**Close of Escrow**") effective on the transfer of the Property which shall be deemed to have occurred as of 12:01 a.m. local time on the date of the Close of Escrow. The Close of Escrow shall occur on the date that is thirty (30) days after the expiration of the Due Diligence Period; provided, however, that (i) the Close of Escrow shall take place on an earlier date as shall be specified by Buyer on at least one week's notice to Seller after the completion of the Land Division. The Close of Escrow shall be held at the Title Company, unless otherwise agreed in writing by the parties.

(c) **Seller Deposits Into Escrow.** As a condition precedent to the Close of Escrow in favor of Buyer, Seller shall deliver or cause to be delivered the items set forth below to Escrow Holder to permit the closing of the transaction contemplated hereby:

(i) Duly executed and acknowledged quit claim deed (the "**Deed**");

(ii) duly executed non-foreign affidavit;

(iii) payoff letters from the holders or claimants of, or with respect to, any encumbrance or monetary lien affecting the Property;

(iv) any and all transfer declarations or disclosure documents, duly executed by the appropriate parties, required in connection with the recordation of the Deed by any state, city, or county agency having jurisdiction over the Property or the transactions contemplated hereby;

(v) a duly executed closing statement setting forth the Purchase Price and closing adjustments ("**Closing Statement**");

(vi) an assignment to Buyer of (i) all of the right, title and interest of Seller in, to and under each service contract, utility contract and similar contract or commitment (if assignable), including but not limited to the Contracts, affecting all or any portion of the Property, which Buyer determines, in its sole discretion, to retain; and (ii) all governmental licenses, permits and approvals (if assignable), affecting all or any portion of the Property, which Buyer determines to retain, together with originals of all items assigned;

(vii) any other documents reasonably required by the Title Company or Escrow Holder to consummate this transaction.

(d) **Buyer Deposits Into Escrow.** As a condition precedent to the Close of Escrow in favor of Seller, Buyer shall deliver or cause to be delivered in a timely manner to permit the closing of the transaction contemplated hereby by the Close of Escrow the following:

(i) to Escrow Holder a sum equal to the Purchase Price less any credits against the Purchase Price and other adjustments provided for herein, plus any other sums required for costs to be paid by Buyer pursuant to the terms of this Agreement;

(ii) to Escrow Holder a duly executed counterpart of the Closing Statement;

(iii) to Escrow Holder any executed or other documents reasonably required by the Title Company or Escrow Holder to consummate this transaction;

(e) **Authorization to Close Escrow.** Provided Buyer has not terminated this Agreement prior to expiration of the Due Diligence Period, once Buyer and Seller have deposited into the Escrow or delivered to the other party (and provided Escrow Holder with notice of the same), as applicable, the items required by this Agreement and the Title Company is irrevocably and unconditionally committed to issuing the Title Policy, Escrow Holder shall:

(i) Cause the Deed to be recorded with the Muskegon County Register of Deeds. (the "**County**"), and cause a conformed copy of the Deed to be mailed to Buyer after the same has been recorded.

(ii) Deliver to Seller the Purchase Price, as adjusted on the Closing Statement..

(iii) Cause the Title Policy to be issued to Buyer by the Title Company, without the standard printed exceptions (with delivery of the original of the Title Policy to occur as soon as possible.

(f) **Possession.** At the Close of Escrow, Seller shall deliver to Buyer actual physical possession of the Property, free of all tenants or other occupants.

6. CLOSING COSTS.

(a) Seller Costs. Seller shall pay (i) any documentary transfer tax, revenue tax or excise tax (and any surtax thereon) due in connection with the consummation of this transaction; (ii) Seller's legal, accounting and other professional fees and expenses, and the cost of all certificates, instruments and documents required to be delivered, or to cause to be delivered, by Seller hereunder; (iii) fifty percent (50%) of all escrow fees of the Escrow Holder; and (iv) any and all costs, expenses or fees associated with Seller's paying off of any loans or liens on the Property.

(b) Buyer Costs. Buyer shall pay (i) all costs incurred by Buyer in connection with its investigation of the Property, including the cost of any appraisal, ALTA/NSPS survey, site inspections or environmental audits; (ii) Buyer's legal, accounting, and other professional fees and expenses and the cost of all certificates, instruments, and documents required to be delivered by Buyer hereunder; (iii) fifty percent (50%) of all escrow fees of the Escrow Holder; and (iv) the fees for recording the Deed.

(c) Cost of the Title Policy. Seller shall pay the cost of the premium for the Title Policy in the amount of the Purchase Price, excluding any special endorsements requested by Buyer which shall be paid by the Buyer. Buyer shall pay the cost of the Additional Coverage.

(d) Other Costs. Any other costs of the Escrow or of closing pertaining to this transaction not otherwise expressly allocated among Buyer and Seller under this Agreement shall be split with Seller paying fifty percent (50%) and Buyer paying fifty percent (50%)

(e) Cancellation of Escrow. Notwithstanding the provisions of this Section 6, if the Escrow fails to close for any reason (other than the breach of this Agreement by one or both of the parties), the costs incurred through the Escrow shall be borne equally by Buyer and Seller. Otherwise, the party who first breached this Agreement shall bear all the costs of the Escrow.

7. PRORATIONS AND ADJUSTMENTS. Seller shall pay all property taxes (real or personal) and special assessments in respect of the Property that are a lien or due and payable or both as of the Close of Escrow; Buyer shall be responsible for all property taxes that become a lien or due and payable or both following Close of Escrow.

8. TITLE.

(a) Conveyance. Title to the fee simple interest in the Property shall be conveyed to Buyer by the Deed at the Close of Escrow.

(b) Title Policy. The title to be conveyed to Buyer shall be insured by an Extended ALTA Owner's Policy of Title Insurance (the "**Title Policy**") with aggregate liability in the amount of the Purchase Price (or greater amount as may be requested by Buyer under Section 3(a) above), dated the date the Deed is recorded, issued by the Title Company, insuring that title to the fee interest in the Property is vested in Buyer, subject only to the exceptions acceptable to Buyer. The Title Policy shall include the endorsements required by Buyer, at Buyer's expense, and shall exclude any stipulation for arbitration. Buyer shall provide a copy of the Survey to the Title Company so that the Title Company can delete or modify the standard printed exceptions.

9. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller that the following matters are true and correct as of the execution of this Agreement and will be true and correct as of the Close of Escrow:

(a) **Organization.** Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Michigan.

(b) **Authority; Enforceability; Conflict.** This Agreement and all the documents to be executed and delivered by Buyer to Seller or Escrow Holder pursuant to the terms of this Agreement (i) have been or will be duly authorized, executed and delivered by Buyer; (ii) are or will be legal and binding obligations of Buyer as of the date of their respective executions; (iii) are or will be enforceable in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally); and (iv) do not, and will not at the Close of Escrow, violate any provision of any agreement to which Buyer is a party, any of Buyer's organizational documents or any existing obligation of or restriction on Buyer under any order, judgment or decree of any state or federal court or governmental authority binding on Buyer.

(c) **Project Investment.** Provided that Buyer receives all necessary Permits and Approvals for the construction and operation of the Project, Buyer shall use commercially reasonable efforts to construct the Project, including, but not limited to, making an initial investment in the construction of the Project of at least Forty Million Dollars (\$40,000,000) within Three Hundred Sixty-Five (365) days after the later of (i) the Close of Escrow or (ii) the date that Buyer receives all necessary Permits and Approvals for the construction and operation of the Project and the Tax Abatement. If the Project is completed, Buyer shall initially employ at least fifty (50) persons at the Project within One Hundred Twenty (120) days following completion of construction of the Project and the commencement of operations at the Project. If Phase I of the Project (i) has not Commenced within three years of Close of Escrow or, (ii) is not Completed within five years of Close of Escrow ("Construction Requirements"), Buyer shall re-convey the Property to Seller by quit claim deed within five (5) days of Buyer's failure to satisfy either or both of the Construction Requirements; provided, however, that the time periods for satisfying the Construction Requirements shall be extended for reasonable periods of time for any delays caused by weather conditions, labor disputes or shortages, material shortages, fire or other casualty, epidemics or pandemics, government orders, or other reasons which are beyond the reasonable control of Buyer, and any actual delay caused by Seller or its agents, employees or contractors. For purposes of this paragraph, "Commenced" shall be the day Buyer secures a building permit for Phase I of the Project and physically starts construction of Phase I of the Project on the Property and "Completed" shall be the day Buyer secures the temporary Certificate of Occupancy for Phase I of the Project other than the Shell Space.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. The city manager of Seller, to the best of his knowledge and without any investigation, represents and warrants to Buyer that the following matters are true and correct as of the execution of this Agreement and will be true and correct as of the Close of Escrow:

(a) **Authority; Enforceability; Conflict.** This Agreement and all the documents and items to be executed and delivered by Seller pursuant to the terms of this Agreement (i) have been or will be duly authorized, executed and delivered by Seller; (ii) are or will be legal and binding obligations of Seller as of the date of their respective executions; (iii) are or will be enforceable in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally); (iv) do not, and will not as of the Close of Escrow, violate any provision of any agreement to which such Seller is a party, any of such Seller's governing documents or any existing obligation of or

restriction on Seller under any order, judgment or decree of any state or federal court or governmental authority binding on Seller; and (v) will be sufficient to convey title (if they purport to do so).

(b) **Notices.** Seller has not received any notice of (i) any violation of any applicable laws, moratoria, initiative, referenda, ordinances, rules, regulations, codes, standards, judgments, orders, directives, injunctions, writs or decrees promulgated by any federal, state or local governmental body or by any quasi-governmental body having authority over Seller or the Property or the operations thereof (collectively, “**Laws**”).

(c) **Compliance.** The sale of the Property is in all material respects in compliance with all applicable Laws, including all applicable zoning building codes, environmental, zoning, subdivision, and land use Laws. Buyer’s proposed use of the Property for a life science research and office facility containing an onsite incinerator shall be permitted as of right under Seller’s zoning ordinances.

(d) **Accuracy of Information.** To the best of Seller’s knowledge, the Property Documents delivered by Seller are, to the extent applicable, true in all material respects, and there are no other written material agreements or understandings to which Seller or any of its affiliates are a party or are bound relating to the Property or their operation or use other than as delivered or disclosed in writing to Buyer or disclosed on the Title Commitment.

(e) **Litigation; Condemnation.** There are no (i) actions, suits or proceedings pending or, to Seller’s knowledge, threatened before or by any governmental authority or other person, against or affecting Seller, any of its affiliates or the Property or (ii) to Seller’s knowledge, proposed or threatened eminent domain or similar proceedings which would affect any Land or Improvements in any manner whatsoever.

(f) **Tax Abatement.** Seller will work with Buyer in connection with Buyer’s application for a property tax abatement under the Commercial Redevelopment Act, PA 255 of 1978, as amended (the “**Tax Abatement**”). The portion of the Property located within the City of Muskegon will be located in a Commercial Redevelopment District under the Commercial Redevelopment Act.

(g) **Title.** Seller is the sole owner of the Property and has good, valid and marketable title to the Property free and clear of all liens, encumbrances, rights, reservations, easements and other exceptions other than those of record and/or those which are to be discharged at closing.

(h) **CC&RS.** Seller has received no notice or complaint with respect to any violation of any covenant, condition or restriction applicable to the Property.

(i) **Hazardous Materials.** To the best of Seller’s knowledge, (A) Seller does not now use the Property or permit the Property to be used in a manner which violates any federal, state or local law, regulation or ordinance or any judicial decisions, rules, regulations or publications promulgated thereunder regarding the environment or materials which are or could be hazardous to persons or property (collectively “**Environmental Enactments**”), and Seller has never done so in the past.

11. BUYER AND SELLER COVENANTS.

(a) **Utilities.** Within Twenty-Six (26) weeks after the Close of Escrow, Seller shall, at Seller’s sole cost and expense, cause all electric, gas, data and telecommunications, water, sanitary sewer and storm sewer utilities to be extended along Olthoff Drive and stubbed to the edge of the Property (“**Seller Utility Work**”). Seller shall be responsible for obtaining all permits and approvals necessary for the Seller Utility Work.

(b) **Approvals.** Seller shall reasonably and cooperatively assist Buyer in Buyer's efforts to obtain the Permits and Approvals, including, without limitation, any tax abatements, grants and/or other incentives available from any state, county and/or local governmental authorities, and any approvals relative to the environmental condition of the Property and Buyer's proposed incinerator.

(c) **Tax Exemption.** At Buyer's request, Seller will request an Eligible Manufacturing Personal Property Tax Exemption from the State of Michigan for all eligible personal property owned by Buyer and located on the Property.

Seller's obligations under this Section 11 shall survive the Close of Escrow.

12. INTENTIONALLY OMITTED

13. BROKER'S COMMISSION. Buyer and Seller agree that a brokerage fee shall be paid by Seller to Core Realty in connection with the purchase and sale of the Property (the "**Brokerage Fee**"). Buyer and Seller each agrees to indemnify, defend and hold harmless the other from and against any and all losses, claims, damages, costs or expenses (including attorneys' fees) which the other may incur as a result of any claim made by any person to a right to a sales or brokerage commission or finder's fee other than the Brokerage Fee in connection with this transaction to the extent such claim is based, or purportedly based, on the acts or omissions of Seller or Buyer, as the case may be.

14. LIKE KIND EXCHANGE. Seller and Buyer acknowledge that one or both of them may elect to include the Property in a tax deferred exchange transaction pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (a "**1031 Exchange**"). Each party (the "**Cooperating Party**") agrees, at the request of the other party (the "**Requesting Party**"), to cooperate with the Requesting Party and third parties in achieving a 1031 Exchange, including consenting to the assignment of this Agreement in connection with a 1031 Exchange. The Requesting Party shall not be relieved from any obligations hereunder due to a 1031 Exchange and shall pay into Escrow any additional closing expenses which may result from participation in a 1031 Exchange. The Cooperating Party shall not be required to hold title to any property (other than the Property) in connection with a 1031 Exchange, nor shall the Requesting Party be entitled to delay the Close of Escrow in order to accommodate a 1031 Exchange.

15. NOTICES. All notices, requests and demands to be made hereunder to the parties hereto shall be made in writing to the addresses set forth below and shall be given by any of the following means: (a) personal service; (b) certified or registered mail, postage prepaid, return receipt requested; (c) nationally recognized courier or delivery service or by email. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand or request sent in accordance with this Section shall be deemed effective upon the date personally delivered to the recipient or on the date of mailing, postage prepaid, by registered or certified mail, or by nationally recognized courier or delivery service. Refusal to accept delivery of any notice, request or demand shall be deemed to be delivery thereof. Notice to any one co-party shall be deemed notice to all co-parties.

To Seller:

City of Muskegon
Attn: Frank Petersen
933 Terrace Street
Muskegon, Michigan 49440
Email: frank.peterson@shorelinecity.com

with a copy to:

Parmenter Law
Attn: Christopher L. Kelly
601 Terrace Street
Muskegon, Michigan 49440
Email: chris@parmenterlaw.com

To Buyer:

2725 Olthoff LLC
Attn: Shane Woods
1210 East Pontaluna Road
Norton Shores, Michigan 49456
Email: shane.woods@nbrlab.com

with a copy to:

Rhoades McKee PC
55 Campau Avenue NW, Suite 300
Grand Rapids, Michigan 49503
Attn: Timothy R. Dudley
Email: trdudley@rhoadesmckee.com

To Escrow Holder and/or Title Agent:

First American Title Insurance Company
4362 Cascade Road, SE, Suite 109
Grand Rapids, MI 49546
Attn: Craig Wandrie
Email: cwandrie@firstam.com

16. MISCELLANEOUS PROVISIONS.

(a) Incorporation of Prior Agreements. This Agreement contains the entire understanding of Buyer and Seller with respect to the subject matter hereof, and no prior or contemporaneous written or oral agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing, expressly stating that such agreement is an amendment of this Agreement, signed by the parties to this Agreement or their respective successors in interest.

(b) Buyer's Right to Assign. Buyer shall have the right to assign its rights under this Agreement to any affiliate of Buyer.

(c) Intentionally Omitted.

(d) Time is of the Essence. Time is of the essence for this Agreement.

(e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns.

(f) No Third Party Beneficiaries. This Agreement is made and entered into solely for the protection and benefit of the parties and their successors and permitted assigns. No other person shall have any right of action hereunder.

(g) Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Michigan without giving effect to any “conflict of law” rules of such state.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Executed copies hereof may be delivered by email or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

(i) Interpretation; Construction. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly against the party that drafted such language. Section and paragraph headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement.

(j) Exhibits; Schedules; Recitals Verified. All Exhibits attached hereto are incorporated herein by reference. The Recitals to this Agreement are hereby stated to be true and correct and are incorporated herein by this reference.

(k) Waiver by a Party. The waiver of any contingency, representation, warranty, covenant, or other matter or provision hereof may only be made in writing (including electronic mail) by the party benefited by the same.

(l) Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed and/or delivered hereunder, Buyer and Seller agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments and assurances as may be reasonably required to consummate the transactions contemplated hereby.

(m) Intentionally Omitted.

(n) Business Days. As used in this Agreement, a “business day” shall mean a day other than Saturday, Sunday or any day on which banking institutions in Muskegon County, Michigan, are authorized by law or other governmental action to close. All other references to “days” or “calendar days” in this Agreement shall refer to calendar days. If any period expires or delivery date falls on a date that is not a business day under this Agreement, such period shall be deemed to expire and such delivery date shall be deemed to fall on the immediately succeeding business day.

(o) Survival. All covenants, representations or indemnities set forth in this Agreement shall survive the Close of Escrow or any termination of this Agreement for a period of one (1) year from either Close of Escrow or Termination.

(p) Confidentiality. Neither Buyer, Seller, shall issue (or cause to be issued) any press releases concerning the subject matter hereof, structure of the transactions or the status of negotiations conducted hereunder except as may be jointly agreed to by Seller and Buyer or as any of them may reasonably consider necessary in order to satisfy the requirements of applicable law; provided, however, that notwithstanding anything herein to the contrary, Buyer may, free from the restrictions of this paragraph, report on the transaction completed by this Agreement in connection with its due diligence investigations and with any meetings or conference calls with, or disclosures made to, Buyer's consultants, contractors, investors, principals, employees, agents, attorneys, accountants and other advisors. Seller may, free from the restrictions of this paragraph, comply with the requirements of the Freedom of Information Act and the Open Meetings Act which includes public meetings.

[Signatures on following pages]

“BUYER”

2725 OLTHOFF LLC, a Michigan limited liability company

By: _____ Name: _____
_____ Title: _____
Date: _____, 2021

“SELLER”

CITY OF MUSKEGON,
a Michigan municipal corporation

By: _____
Name: Ken Johnson
Title: Mayor
Date: _____, 2021

By: _____
Name: Ann Meisch
Title: Clerk
Date: _____, 2021

EXHIBIT A

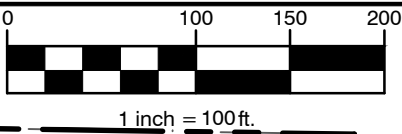
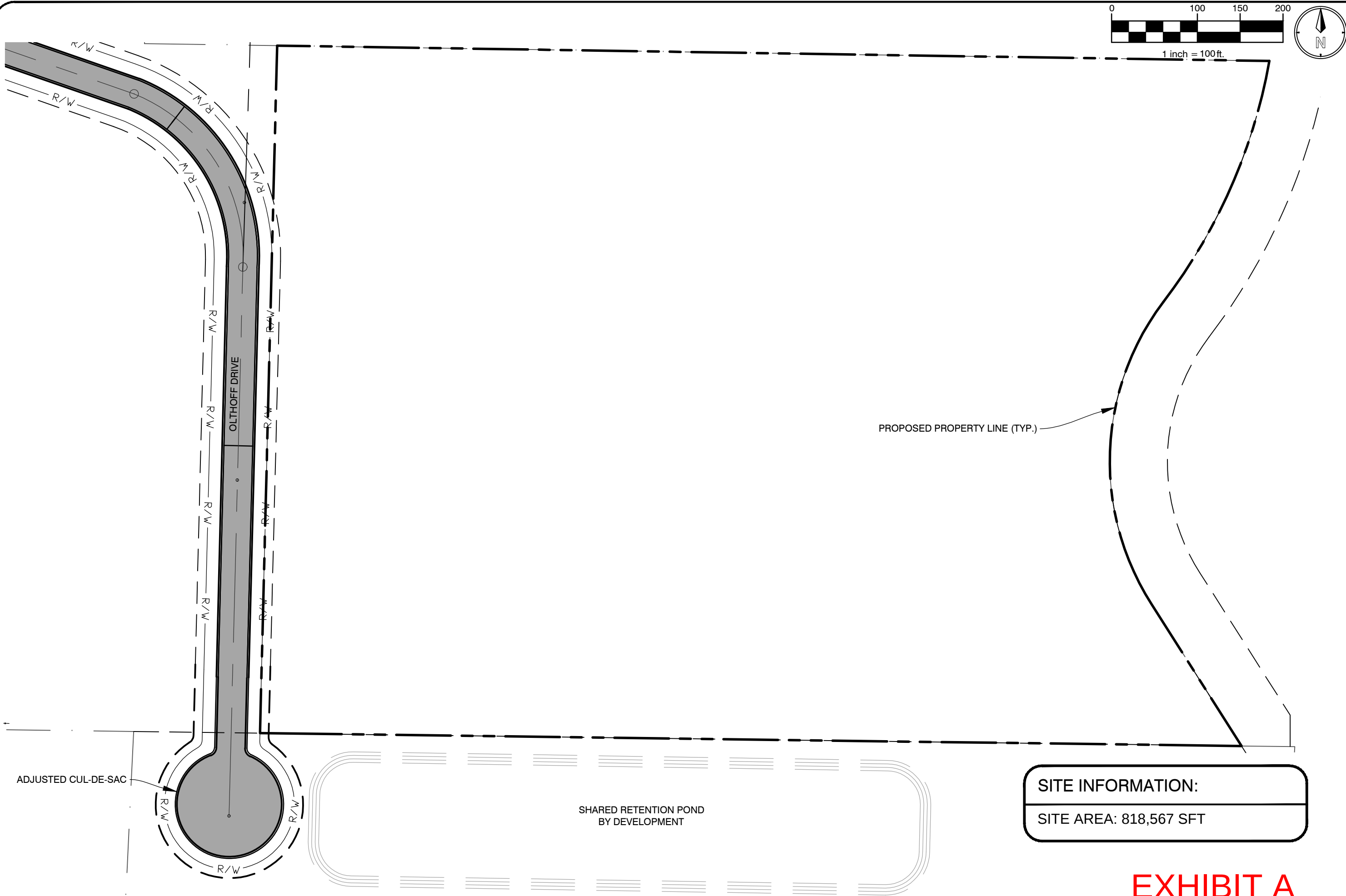
[insert]

EXHIBIT B

[insert]

EXHIBIT C

[insert]



1 inch = 100 ft.

PROPOSED PROPERTY LINE (TYP.)

ADJUSTED CUL-DE-SAC

SHARED RETENTION POND
BY DEVELOPMENT

SITE INFORMATION:

SITE AREA: 818,567 SFT

EXHIBIT A

Civil Engineers & Surveying
 MICHIGAN | INDIANA | ILLINOIS | OHIO
 262.251.3391 PHONE | 866.358.0654 FAX
www.aarengineeringllc.com



AAR Engineering

ISSUED FOR:	DATE
SITE PLAN APPROVAL	12/30/21
REPRODUCTION, COPYING OR OTHER USE OF THIS DRAWING WITHOUT WRITTEN CONSENT IS PROHIBITED © AAR ENGINEERING - 2021	

PROJECT	2725 OLTHOFF, LLC
SHEET TITLE	CONCEPT LAYOUT

JOB NUMBER	2103040
DATE	12/30/2021

EXHIBIT	A
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WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 1/25/2022	Title: Watch Muskegon Marketing
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: The Watch Muskegon Committee put out a Request For Qualifications to put a campaign together to continue with the Watch Muskegon brand. After reviewing all proposals, the committee determined that Kindred closely matched the needs of the campaign at this stage.	
Detailed Summary: The City received proposals from Kindred, CMF Marketing, Fine Line, RCP Productions, and Revel. After reviewing all proposals, the committee felt that Kindred most closely matched the needs of the campaign at this time.	
Amount Requested: Up to \$60,000 – The Watch Campaign account will contribute \$20,000, the Public Relations Committee will contribute \$20,000. The rest will be obtained from private donors.	Amount Budgeted:
Fund(s) or Account(s): Public Relations - \$20,000	Fund(s) or Account(s):
Recommended Motion: To authorize the City Clerk to enter into an agreement with Kindred for an amount not to exceed \$60,000.	
For City Clerk Use Only: Commission Action:	



WATCH MUSKEGON MARKETING PROPOSAL

January 6, 2022

OVERVIEW

This document summarizes the scope of services, timing, and investment offered based on your provided Request for Proposal (RFP). Please contact Don Kalisz, Owner and Director of Strategy at 231-343-2327 or by don@kindredmarketingagency.com for any questions or to speak through the details of the proposal at your convenience.

INTRODUCING KINDRED (CORPORATE INFORMATION)

We already know each other. Pretty well in fact. Don Kalisz – co-founder and former owner of Revel Marketing recently sold his ownership, taking his 20+ years experience, capabilities, energy, and creative approach with him to form Kindred – an agency set up to do things a bit differently than the typical marketing firm.

Yes, we're a full-service marketing agency with expertise spanning from research and branding to print, web, and videos. But we're also so much more. We put customer service first and employ only top-tier creatives. And we're so much less – employing a unique process that eliminates bloated agency timelines and fees.

Think of Kindred as a more versatile, creative, and efficient version of the other agencies in town. We offer the same types of services, but with a focus on emerging tactics, creative excellence, and exceptional customer service.

We have a team of 12 talented people made up of researchers, strategists, designers, writers, account managers, digital experts, programmers, and video/photographers. Although Kindred technically began in November of 2020, we have decades of experience and our team has all worked together for several years prior to joining our team.

With Kindred, you get the horsepower and value of a big-city agency with the efficiency and personality of a smaller creative shop.

You can learn all about us at KindredMarketingAgency.com

WHY KINDRED?

Chances are, most of the marketing companies responding to this RFP can technically do the work. However we believe that people hire people. We put client relationships first and go to bat for our clients to deliver top-caliber results. Not all agencies are created equal. Some of what you're asking for cannot be taught or left to just any marketing team.

Kindred's owner and strategy director, Don Kalisz brings a great deal of experience working with similar campaigns, and he will personally lead your account. Afterall, he is co-founder and former partner of 10-years at Revel –



During his tenure, the famed "Watch Muskegon" campaign was born. He took part in early strategies, creative reviews, and additional roles with the campaign. He also led the accounts, strategies, and teams, and was part of the creative development team with the creation of other similar community campaigns such as:

- Live White Lake
- Hudsonville Has It

Kindred has a knack for listening and discovering new ideas. We research and gather facts from the target audiences to be sure our work hits the mark and moves the needle. Our team pushes for exceptional creative in our messaging and designs to ensure you get work that is truly unique, noticed, and remembered.

We have the team and experience to handle any needs you currently have, but are also ready for the yet-to-be-determined needs realized along the way.

With our deep prior experience with Watch Muskegon and similar campaigns, and our exceptionally-talented team, we feel Kindred offers the perfect recipe for success with the next generation of Watch Muskegon over the competition.

Why? Because we bring just as much experience with the first generation of Watch Muskegon, but we add a fresh new, high-caliber, team. – Something others cannot. Don brings the expertise, knowledge, and history to the table from his experience on the first generation campaign, but the Kindred team can add a fresh, new perspective that a strong second wave marketing initiative needs.

Don also is an active board member on the City of Muskegon's Downtown Development Authority and has additional experience in marketing for property development and real estate.

COMPANY PROFILE

Years in Operation:

- Technically 1 year, but well over 20 years in the business. (Former co-founder and 10-year partner at Revel Marketing)

Number of Staff:

- 12 (Account Managers, Creative Director, Designers, Video/Photo, Writers, Strategists, Researchers, Web Developer, and Bookkeeper)

Organization Structure::

- Full-Service Marketing Agency and On-Location Marketing Directors
- We have a unique, flexible approach to our creative that takes the typical creative agency process, but trims the fat. We are able to cut out the usual agency fluff and unnecessary steps, long timelines, and padded markups and fees.

List of Services:

- ON-SITE MARKETING DIRECTOR

- RESEARCH, STRATEGY & PLANNING
 - Branding, Marketing, and Sales Strategy
 - Marketing Communication Plans
 - Market Research, Focus Groups, Surveys, and Interviews
 - Customer and Competitor Audits and Secret Shopping
 - Business Consulting and Growth Strategies
 - Sales and Marketing Operations and Management
 - ROI Reporting
- BRANDING, CREATIVE & DESIGN
 - Full Marketing Campaigns
 - Brand Writing, Naming, Taglines, etc.
 - Content Copywriting
 - Logo Identity and Business Systems
 - Print Collateral Materials
 - Digital Marketing and Advertising
 - Websites, SEO, and Hosting
 - Photography and Video Production
 - Media Planning and Placements
 - Social Media Marketing and Advertising
 - Grassroots, Non-Traditional Marketing and Advertising
- WEB DEVELOPMENT
 - Website Audit, Strategy, and User Experience (UX) Consulting
 - Website Design and Programming
 - Search Engine Optimization (SEO)
 - Website Copy Focused on SEO
 - Website Hosting
- DIGITAL MARKETING & ADVERTISING
 - Google Search Business Profile Setup
 - Sales Team Presentation Decks
 - Email Marketing Campaigns
 - Digital Display Advertising Campaigns
 - Search Engine Marketing (SEM) – Google AdWords, Keyword Research, Search Engine Advertising, etc.
 - Geo-Targeting and Re-Marketing Advertisements
 - Social Media Management, Design, and Advertising
- BUSINESS PLANNING & CONSULTING
 - The 'must haves' of starting or growing a business.
 - Values, Vision, Mission, Elevator Pitch, etc.
 - Long and short-term planning and SMART goal setting.
 - Leadership and employee whiteboard strategies.
 - Sales process audits and consulting.
 - Culture assessments improvement programs.
 - 360 employee reviews processes.

- MEASURING RESULTS
 - Setting SMART Goals and Key Performance Indicators (KPIs)
 - Ongoing monitoring, analysis, and reporting on results.
 - Recommendations for improvements.
 - Evolution of Marketing Plans based on the results.

REFERENCES

Amy Vanloon, President, White Lake Area Chamber of Commerce
(Live White Lake Campaign) 231-893-4585 avanloon@whitelake.org

Andrea Rose, Director of Operations, Muskegon Lumberjacks Hockey
(231) 799-7000 x 259 arose@muskegonlumberjacks.com

**Stevi Riel, Regional Director of Community Health & Well-Being, West MI
Executive Director, Health Project**
(231) 672-3201 rielsb@mercyhealth.com

KINDRED TEAM

Here is your core team, but we will deploy others as needed to meet your needs

Don Kalisz, Owner, Account Lead, Director of Strategy

Don is not new to the agency world. In fact, this is the third agency he's built from the ground up. Before Kindred, he started Relevant Marketing in 2006 and later teamed up with two other Muskegon natives in 2010 to form Revel, where he had a good time with clients, led strategies, and managed projects for several large accounts. Don's a leader in the industry with over 20 years of experience, is on several community boards, and is active in his faith. He's won several awards and recognitions up to the national level, was one of the Grand Rapids Business Journal's and MLive's 40 under 40, and the Lakeshore Chamber's Future 15. Outside of work, Don's messing with his fish tanks, telling Dad jokes to his two teenage boys, hiking through the dunes with his wife, and enjoying an occasional whiskey with friends.

Mike Basse, Creative Director, Senior Designer

Mike has 20+ years of experience in both B2C and B2B marketing with his most recent role being that of a creative director for the world's largest B2B agency. He's received international recognition for his work as a creative director as well as in art direction, graphic design and photography. Outside of work an endless supply of curiosity has led Mike to the role that he dubs "Serial Hobbieist". So, if he's not focused on work you'll find him in his garage building a mini bike or go kart or motorcycle or treehouse or fixing whatever most recently broke on his 1976 Jeep CJ-5.

Alicia Magnuson, Art Director, Photographer

Alicia is a Muskegon native and creative professional with over 10 years' experience in graphic design, brand strategy, photography, videography, and art direction. With a BFA in Graphic Design from Kendall College of Art & Design and her background in wedding and lifestyle photography, she aims to build thoughtful concepts that set the stage for authentic storytelling.



When she isn't working, she enjoys traveling, gardening, and designing and managing her Airbnb properties throughout West Michigan.

Erin McManus, Account Manager

With a creative heart and a strategic and organized mind, Erin joins the Kindred team from Spring Lake, MI. She brings a corporate background, with her career starting off in public relations at The Palace of Auburn Hills where she promoted concerts and events. From there, she moved to traffic coordination at Fahrenheit Creative Group which led her into a marketing role with Independent Bank's Corporate Offices. With every client, Erin meticulously ensures each element carries the brand's message. She puts her heart and soul into your mission and supports it with pride.

Kristina Valenti, Strategist

Kristina Valenti is a strategy director who believes in transforming brands from within. She has an MBA and over 11 years of experience in advertising working with a myriad of industries, from local to global brands. As a results-oriented brand strategist – she has a stellar track record in managing strategic growth and brand visibility by utilizing a blend of client management, analytics, and consumer market knowledge. Her primary interest is conducting thorough research to uncover insights that lead to strategic brand growth and development.

OUR APPROACH TO YOUR PROJECT

Our approach is intense. We will begin with a series of whiteboard sessions with your team to map out goals and strategies. We will then facilitate market research with competing area cities/counties, and hold surveys and online zoom interview sessions with our target demographics to identify what they're looking for when making decisions on where to live, work, and play.

From there, our team will hold multiple concepting sessions to develop unique strategies, tactics, and marketing details specifically tied to your goals and your budget and provide a comprehensive annual marketing plan.

We will develop multiple versions of designs and creative messaging for your selection, and manage all media vendor relations, negotiations, contracts, and placements. Our team will use our usual project management system, Asana, to track progress, deadlines, and communication on your projects, and we'll invite your team to collaborate in the same way if needed. We will establish regular check in meetings each week to ensure smooth progress.

We have vast experience creating strategic plans and working with existing plans to ensure that strategy and marketing are aligned.

For digital marketing, we will monitor daily, weekly, monthly, and quarterly to identify areas to improve and to report to you quarterly on our successes. Monthly reporting is fine by us too!

We will develop stunning creative that we can further execute through completion and/or provide to your team so they can help to maintain where you desire. All work we do is your property and we hold no copyrights to the work.



INVESTMENT ESTIMATE

Low

High

Agency Services:

\$18,000

\$45,000

- Firm price TBD following further discussions with your team.
- All work is your property
- Range will depend on how in-depth you would like us to go based on the yet-to-be determined set of strategies and tactics from the research and planning process.