

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 14, 2020 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **A. Recognition of Inclusive Leadership Academy**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Muskegon Fire Department Turnout Gear** Public Safety
 - C. Arena Digital Sign Replacement** Information Technology
 - D. Addendum Lease Agreement for HVAC/Dehumidification Upgrades at Mercy Health Arena** Finance
 - E. Metro Act Permit ACD Extension** Public Works
 - F. Metro Act Permit Charter Update** Public Works
 - G. Janitorial Services** Public Works
 - H. Vehicle Charging Stations** Public Works
 - I. Urban Deer Management** Public Works
 - J. Rezoning of 190 Wood Street** Public Works
 - K. Easement Agreement** Planning
 - L. Termination of Restrictive Covenant** Planning
 - M. Termination of Interests** Planning
 - N. Third Amendment to Shared Use Agreement** Finance
 - O. CRC Resignation, Removal, Appointment and Re-Appointment Recommendations** City Clerk

- ☐ **PUBLIC HEARINGS:**
- ☐ **UNFINISHED BUSINESS:**
- ☐ **NEW BUSINESS:**
- ☐ **ANY OTHER BUSINESS:**
- ☐ **PUBLIC COMMENT ON NON-AGENDA ITEMS:**
 - ▶ **Reminder: Individuals who would like to address the City Commission shall do the following:**
 - ▶ Fill out a request to speak form attached to the agenda or located in the back of the room.
 - ▶ Submit the form to the City Clerk.
 - ▶ Be recognized by the Chair.
 - ▶ Step forward to the microphone.
 - ▶ State name and address.
 - ▶ Limit of 3 minutes to address the Commission.
 - ▶ (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)
- ☐ **CLOSED SESSION:**
- ☐ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: January 9, 2020

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

Work Session:

1. Leo Evans and his team will present an updated plan to address the urban deer situation. We have developed a plan that we believe will have a positive impact on the deer population size while minimizing the impact on our budget. The plan as proposed should cost approximately \$12,000-\$13,000. As part of the plan, we have decided to process deer that are harvested. They will then be donated to the Men's Rescue Mission; the deer will help feed our homeless population. This is included in the cost estimates.
2. Mike Franzak will present our plan to implement paid beach parking for the upcoming summer. The proposed system will allow for the flexibility to provide free passes to residents. We anticipate the repayment of capital expenses will take less than two summers.
3. Staff will present the final changes to the city's tax incentive policy.
4. Staff will present a plan to sell land at the former Park Street Storage site to the Men's Rescue Mission. The new land will allow the mission to expand their offerings to include more job training, community services, and transitional housing. This will be done adjacent to the new Catholic Charities site – the two entities are aware of the respective project and have expressed that their individual activities will likely benefit each organization.
5. LeighAnn Mikesell will present a recent staff-initiated agreement to provide economic development resources to the City of Roosevelt Park. We have been doing this somewhat informally for the City of North Muskegon since this summer, and we would like to ensure that the Commission is agreement with the cooperation.

Regular Session:

1. Under Honors/Awards:

- a. Recognition of the Inclusive Leadership Academy. Dwana Thompson will be in attendance to acknowledge our recent graduating class and also to notify the public of the next session.
- 2. Under the Consent Agenda, we are asking the Commission to consider the following:
 - a. Approval of meeting minutes from the most-recent City Commission meeting.
 - b. We are seeking permission to purchase new turnout gear for the recently-hired firefighters.
 - c. We are seeking permission to replace the digital marquee sign at the arena. We were originally planning to simply replace the sign board to read “Mercy Health Arena,” however, the digital sign needs replacement. The proposal will build a sign that is of higher-quality (in terms of LED light size) than the new sign that was installed at the Mart Dock. We believe this sign will provide better opportunities to market community events, as well.
 - d. We are seeking a change order to the dehumidification replacement contract for the Mercy Health Arena. The additional cost is associated with a number of issues, including a delay in receiving the equipment and the discovery of a number of damaged water lines that previously served as steam lines.
 - e. Approval of a Metro Act permit with ACD.
 - f. Approval of a Metro Act permit with Charter.
 - g. Authorization to award the janitorial services contract to Goodwill.
 - h. Authorization to purchase and install three electric vehicle charging stations.
 - i. Approval of the urban deer management plan as discussed at the Work Session.
 - j. Approval of the rezoning of 190 Wood Street.
 - k. Approval of an easement agreement to accommodate the Hartshorn Marina Village Development and maintain access to the Hartshorn boat launch.
 - l. Termination of the restrictive covenant related to the lots in the industrial park that were recently sold for marijuana based businesses.
 - m. Termination of any easement interests at the property recently transferred to Catholic Charities.
 - n. We are seeking approval of the third amendment to the lease with the Muskegon Lumberjacks. This will codify a number of mutually-agreeable changes.

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

Frank



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 14, 2020	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the December 9, 2019 Worksession Meeting, the December 10, 2019 Regular Meeting, and the January 6, 2020 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
CITY COMMISSION WORKSESSION
Monday, December 9, 2019
5:30 p.m.
City Commission Chambers

MINUTES

2019-94

Present: Mayor Stephen Gawron and Commissioners Turnquist, Warren, Johnson, German, and Rinsema-Sybenga.

Absent: Vice Mayor Eric Hood.

State Representative Terry Sabo and Senator Jon Bumstead Presentation to Commissioner Turnquist and Commissioner Warren

Both Representative Sabo and Senator Bumstead presented Commissioners Turnquist and Warren a letter of thanks for their years of service on the City Commission.

Audit Presentation by Eric VanDop - Transmittal of June 30, 2019 Comprehensive Annual Financial Report

Eric VanDop of Brickley Delong presented to 2019 Comprehensive Annual Financial Report. Mr. VanDop did provide an overview of the report.

The CAFR includes the annual independent auditor's report as required by state law. At this time the CAFR is being formally transmitted to the City Commission. The CAFR has been prepared in accordance with all current Governmental Accounting Standards Board (GASB) pronouncements and also includes the single audit of federal grants received by the City.

Mr. VanDop thanked the Finance Department, Treasurer, and City Commission for a job well done.

Arena Restrooms - Phase 2

The construction of the two new restrooms along the concourse is now complete. Platinum provided the lowest qualified bid for that work earlier this fall. They completed the work on-time and on-budget. In the time since the onset of the original restroom construction project, it has become clear that a number of major repairs/improvements are needed in the other existing restrooms (much of the plumbing is original to the building). Additionally, we remain under code requirements for female toilets. The timing for those repairs is very good from a project sequencing standpoint, as we still have the Western Ave. restrooms in place (demolition will occur starting in March) and Platinum is still on site finishing their punch list. Staff asked Platinum to extend their pricing from the first phase to the second phase. Staff is satisfied that they have done so, and expects that the best value for the project will come from awarding the

renovation of the second phase of restroom work to Platinum as well. The price is slightly higher because additional work will be required in the locker rooms below the restroom - but will result in much-needed improvements to locker room lighting and aesthetics, and will make future restroom renovations easier because plumbing will be more accessible.

Amount requested is \$281,000.

This item will be considered by the City Commission at its December 10, 2019 meeting.

LC Walker Arena Naming Rights

As part of the current lease with the Muskegon Lumberjacks, both parties agreed to actively sell sponsorships that would mutually benefit the City and the team. WC Hockey has facilitated the development of the sponsorship agreement between the City, Mercy Health, and WC Hockey. The gross revenue associated with the sponsorship is \$1.6 million, to be paid over the next 8.5 years. The Mercy Health name will remain on the arena for 15 years.

City Manager Frank Peterson gave an overview and answered questions of the Commission.

Gary Allore of Mercy Health made a presentation.

Commissioner German left at 8:17 pm.

The Worksession meeting adjourned at 8:20 pm.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 10, 2019 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, December 10, 2019, Mayor Stephen Gawron, opened the meeting with a blessing, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

Absent: Vice Mayor Eric Hood

HONORS AND AWARDS:

A. Recognition of LLS, Inc – Good Buddy Bucks Program

The Mayor and City Commission recognized and thanked LLS Inc., for its participation in the eighth year of the successful “Good Buddy Bucks” program which rewards youth for displaying “Good Character” and allow youth to positively interact with law enforcement.

B. Recognition of Max McKee/Mart Dock for Sponsorship and Participation in Youth Activities

The Mayor and City Commission recognized and thanked Mac McKee and Mart Dock for sponsorship and participation in numerous area youth activities and youth/police relationship building activities.

C. Firearm Activity Information Presentation Public Safety

Public Safety Director Chief Jeffrey Lewis, Captain Shawn Bride, and Sergeant Jeff Felinski gave a presentation to the Mayor, City Commission, and the public entitled *Intelligence-Led Policing & Community Relations – A Comprehensive Strategy for Reducing Gun Violence*.

PUBLIC COMMENT ON AGENDA ITEMS: Comments were received from the public.

2019-95 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the November 26, 2019 regular meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Transmittal of June 30, 2019 Comprehensive Annual Financial Report
Finance

SUMMARY OF REQUEST: The City's June 30, 2019 Comprehensive Annual Financial Report (CAFR) will be distributed to the City Commissioner via email and hard copy. The CAFR is also be available on the City's website. The CAFR includes the annual independent auditor's report as required by state law. At this time the CAFT is being formally transmitted to the City Commission. The CAFR has been prepared in accordance with all current Governmental Accounting Standards Board pronouncements and also includes the single audit of federal grants received by the City.

STAFF RECOMMENDATION: To accept the June 30, 2019 Comprehensive Annual Financial Report and authorize staff to transmit the CAFR to appropriate federal, state, and private agencies.

<https://www.muskegon-mi.gov/cresources/2019%20CAFR%20Web%20Version.pdf>

C. Equipment Replacement DPW/Equipment Division

SUMMARY OF REQUEST: The Equipment Division is requesting permission to purchase one International 2021 HV607 Cab and Chassis from West Michigan International, the Mi Deal State contract holder. We are also asking permission for Terex Utilities to build and assemble the aerial boom and body of the truck. The amount requested is \$179,509.80.

STAFF RECOMMENDATION: Authorize staff to move forward with the purchase.

D. MDOT Agreement – Lakeshore Drive at Beach Street Public Works

SUMMARY OF REQUEST: Staff is requesting approval of the contact with MDOT for the construction of the round-a-bout at Lakeshore Drive and Beach Street and approval of the resolution authorizing the Mayor and Clerk to sign the contract.

This is the standard contract governing projects that are constructed using federal funds through MDOT. The estimated cost for the project construction is \$274,800 with \$250,000 of that being eligible for reimbursement with federal

funds through the Congest, Mitigation and Air Quality (CMAQ) program.

STAFF RECOMMENDATION: Approve the contract and resolution and authorize the Mayor and Clerk to sign both.

E. Coastal Zone Grant Application Public Works

SUMMARY OF REQUEST: Staff is requesting Commission approval to apply for a Coastal Zone Grant through the Michigan Department of Environment, Great Lakes and Energy (MDEGLE) and approval of the resolution.

Staff is working towards the submittal of a grant application to the MDEGLE for a Coastal Zone Grant. The focus of the grant application will be based on providing the city with a management plan for the 10+ miles of coastline on Lake Michigan and Muskegon Lake that can be incorporated into the City's master Plan to guide decision about projects that fall along the coastline. The grant is also intended to help identify best practices for mitigating damage from flooding and erosion. Grans provide a 50/50 match and applications are due December 20th.

FINANCIAL IMPACT: \$15,000 + In-Kind Services

STAFF RECOMMENDATION: Authorize staff to apply for the coastal zone grant and approve the resolution of support.

G. Approval of Lead Abatement Contract for 602 Ada
Community & Neighborhood Services

SUMMARY OF REQUEST: To award the Building Contract for the lead abatement of 602 Ada to Badgerows Building and Remodeling for the City of Muskegon's Homebuyers Program through Community and Neighborhood Services.

The Lead Abatement Contract for 602 ADA received two bids. Community and Neighborhood Services would like to award the contract to Badgerows Building and Remodeling for \$39,925.

- Nassau Construction - \$39,950 (Incomplete bid received)
- Badgerows Building and Remodeling - \$39,925

STAFF RECOMMENDATION: To award Badgrerows building and Remodeling the lead abatement contract for 602 Ada in the amount of \$39,925 for the Community and Neighborhood Services Office.

H. Approval of Rehab Contract for 602 Ada
Community & Neighborhood Services

SUMMARY OF REQUEST: To award the Building Contract for the rehabilitation of 602 Ada to Custom Exteriors for the City of Muskegon's Homebuyers Program through Community and Neighborhood Services.

The Rehabilitation Contract for 602 Ada received three bids. Community and

Neighborhood Services would like to award the contract to Custom Exteriors for \$82,560. The following bids include roof/alternative bids.

- Nassau Construction - \$80,135
- Badgerows Building and Remodel - \$87,049 (excludes plumbing, electrical, and mechanical costs)
- Custom Exteriors - \$82,560

STAFF RECOMMENDATION: To award Custom Exteriors the rehabilitation contract for 602 Ada in the amount of \$82,560 for the Community and Neighborhood Services Office.

I. Approval of Rehab Contract for 567 Leonard
Community & Neighborhood Services

SUMMARY OF REQUEST: To award the Building Contract for the rehabilitation of 567 Leonard to Badgerows Building and Remodeling for the City of Muskegon's Homebuyers Program through Community and Neighborhood Services.

The Rehabilitation Contract for 567 Leonard has been bid twice, with no bidders*. Since the property has been owned by the City for ten months, CNS sought out a contractor to finish the rehab project. Badgerows Building and Remodeling has given a price of \$47,850.00 – excluding the Plumbing, Electrical, and Mechanical costs, which are as follows:

- Shield Plumbing - \$7,230.00
- Jewett Heating and Cooling - \$6,200.00
- Belasco Electric - \$10,663.00

*The only other bid received was from an ineligible contractor

STAFF RECOMMENDATION: To award Badgerows Building and Remodeling the rehabilitation contract for 567 Leonard in the amount of \$47,850.00 ((\$71,943 including plumbing, mechanical, and electrical), for the Community and Neighborhood Services Office.

K. Revocation of Alley Vacation Resolutions Planning

SUMMARY OF REQUEST: Request to rescind the resolution that vacated the alley behind the MATS bus station and the proposed Leonard Building that fronts Western Avenue.

STAFF RECOMMENDATION: To adopt the resolution rescinding the resolution that vacated the alley behind the MATS bus station and the proposed Leonard Building that fronts Western Avenue.

M. Arena Restrooms – Phase 2 City Manager

SUMMARY OF REQUEST: Staff is seeking approval of the proposal from Platinum Construction to renovate the two remaining public restrooms in the arena.

The construction of the two new restrooms along the concourse is now complete. Platinum provided the lowest qualified bid for that work earlier this Fall. They complete the work on-time and on-budget. In the time since the onset of the original restroom construction project, it has become clear that a number of major repairs/improvements are needed in the other existing restrooms (much of the plumbing is original to the building). Additionally, we remain under code requirements for female toilets. The timing for those repairs is very good from a project sequencing standpoint, as we still have the Western Avenue restrooms in place (demolition will occur starting in March) and Platinum is still on site finishing their punch list. Staff asked Platinum to extend their pricing from the first phase to the second phase. Staff is satisfied that they have done so, and expects that the best value for the project will come from awarding the renovation of the second phase of restroom work to Platinum as well. The price is slightly higher because additional work will be required in the locker rooms below the restroom – but will result in much-needed improvements to locker room lighting and aesthetics, and will make future restroom renovations easier because plumbing will be more accessible.

STAFF RECOMMENDATION: Authorize the City Manager to accept the proposal of \$266,173.69 from Platinum Contracting Group, and authorize a contingency budget of \$14,826.31 (5.5%)

N. Community Relations Committee Recommendations Clerk

SUMMARY OF REQUEST: To accept the addition, resignations, removals and appointments for various Community Relations Committees.

- Addition of two positions to the Lakeside Business Improvement District
- Resignation of Doug Pollock and Gary Post from the downtown Business Improvement District and Poppy Sias-Hernandez from the Community Development Block Grant/Citizen's District Council
- Removals of Dian Murray-McKinley and Destinee Keener from the Equal Opportunity Committee
- Appointments of Ron Jenkins and Allen Serio to the Lakeside Business Improvement District; Kim Martens to the Farmers Market Advisory Board, Bruce Lindstrom and Bob Tarrant reappointed to the downtown Business Improvement District

STAFF RECOMMENDATION: To concur with the recommendations of the Community Relations Committee and approve the additions, resignations, removals, and appointments.

Commissioner Rinsema-Sybenga disclosed the fact that his wife works for Community enCompass, an organization that is a party in a consent agenda item above.

Motion by Commissioner Warren, second by Commissioner Johnson, to accept the consent agenda as presented, except items F, J, and L.

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

Nays: None

MOTION PASSES

2019-96 ITEMS REMOVED FROM CONSENT AGENDA:

F. Allocation of Expected Muskegon County Senior Millage Additional Funds
Community & Neighborhood Services

SUMMARY OF REQUEST: To approve allocations for \$85,546 of Muskegon County Senior Millage funds. This funding is specific to our Senior Citizens, age 60 and older, to coordinate and provide services, programs, and/or activities in our jurisdiction.

Planning Division is asking for Commission approval to fund the following programs:

The Power of Produce for Senior Citizens on Tuesdays at the Farmers market. The Fruitport Lions and the Shoreline Branch of the Lions manage the program to reimburse Farmers through a token-reimbursement system. The Clerk's Office is asking for funds to extend the program period into the fall season. - **\$5,000**

Department of Public Works has been replacing water lines in the city. For every replacement (\$6,000), these allocated dollars will cover ½ of the cost for a senior citizen, age 60 or above. The Water Department will use these funds to offset their annual cost of water lines replaced in our city. - **\$35,000**

Muskegon County Senior Millage Major Home Repair program through the Community and Neighborhood Services Department is currently closed. This Major repair program will allow for us to serve our citizens who live in housing that is substandard – a threat to safety, health and live. The need has been greater than our budget. We will utilize these funds to stretch our CDBG funding of Priority Housing repairs to cover us until we receive our 2020 allocations from HUD. - **\$42,046**

Muskegon Senior Housing Assistance is a newly framed program to offer Seniors (60 or older) rental deposits if moving into any of our four senior high-rise locations: Jefferson Tower, Hartford Terrace, Bayview Towers, or Berkshire. These deposits are to be kept in-house for other seniors who do not have an adequate deposit to move in. - **\$3,000**

STAFF RECOMMENDATION: To accept and allocation additional Muskegon County Senior Millage award for 2020.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to accept and allocate the additional Muskegon County Senior Millage award for 2020.

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

Nays: None

MOTION PASSES

J. Approval of Neighborhood Enterprise Zone Certificate for 1245 5th Street Planning

SUMMARY OF REQUEST: Community encompass has requested the issuance of a Neighborhood Enterprise Zone Certificate for the newly constructed home at 1245 5th Street. The estimated cost of the new home is \$177,000.

STAFF RECOMMENDATION: Approve the NEZ Certificate for 1245 5th Street.

Motion by Commissioner German, second by Commissioner Johnson, to approve the NEZ Certificate for 1245 5th Street.

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

Nays: None

MOTION PASSES

L. Non-Union Pay Benefits City Manager

SUMMARY OF REQUEST: Staff is seeking approval of the 2020 Non-Union Employee Wage and Benefit Program.

The following changes are proposed:

1. Cost of living adjustment of 1.9%
2. Increase in employee residency incentive from 4% to 4.5%
3. Increase in employer contribution to retirement for non-pension employees from 6% to 9%
4. One-time bonus for employees: 0-10 years (\$250); 11-20 years (\$500); 21+ years (\$750)

The additional cost for the fiscal year will be \$87,830. No budget amendment will be necessary.

STAFF RECOMMENDATION: Approve the 2020 non-union Employee Wage and Benefit Program.

Motion by Commissioner Johnson, second by Commissioner German, to approve the 2020 Non-Union Employee Wage and Benefit Program.

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

Nays: None

MOTION PASSES

2019-97 PUBLIC HEARINGS:

A. Public Hearing on the Docks Brownfield Plan, 1490 Edgewater Economic Development

SUMMARY OF REQUEST: To hold a public hearing on the request for a Brownfield Plan Amendment for The Docks, 1490 Edgewater for Damfino Development LLC and to consider the resolution.

Damfino Development proposes a local-only tax capture brownfield plan for the former Pigeon Hill sand mine property at the west end of Muskegon lake. Plans are for 240 residential site condominiums needing \$18.5 million in initial private capital. The 30-year plan identifies \$20,097,500 in eligible expenses plus interest on borrowing until tax increments pay for the expenses. Part of eligible expenses is of an estimated \$3 million for public infrastructure for the city's construction of the traffic circle at Beach Street and Lakeshore Drive, improvements to Edgewater Street and other roads surrounding the development. The plan estimates The Docks would create \$111.4 million in new property value in the city after 30 years. The plan also includes \$10,000 a year administrative fee to the city. If the 30-year plan pays off expenses early, the city can have up to five years of additional tax capture for a brownfield revolving fund. The reimbursement to the developer vs. City would be done on a prorated basis.

STAFF RECOMMENDATION: To close the public hearing and approve the Brownfield Plan Amendment for The Docks, 1490 Edgewater for Damfino Development LLC with the resolution authorizing the Mayor and City Clerk to sign.

PUBLIC HEARING COMMENCED:

Scott Musselman spoke about the project. An attorney from Warner Norcross also spoke.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Warren, to close the public hearing and approve the Brownfield Plan Amendment for The Docks, 1490 Edgewater for Damfino Development LLC with the resolution, authorizing the Mayor and City Clerk to sign.

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

Nays: None

MOTION PASSES

2019-98 NEW BUSINESS:

A. 1601 Beach Lessor Agreement Development Services

SUMMARY OF REQUEST: Staff is requesting authorization to sign a lessor agreement to facilitate funding for the expansion of The Deck restaurant by 1601 Beach LLC at Pere Marquette Park.

The owners of 1601 Beach LLC are planning an expansion to their restaurant, the Deck, and require funding to do so. Their loan is being guaranteed by the Small Business Administration who requires a lessor agreement be made between Community Shores Bank (lender) and the City of Muskegon (property owner). This agreement outlines procedures and remedies for a potential default on the loan.

STAFF RECOMMENDATION: Approve the lessor agreement with Community Shores Bank related to the lease with 1601 Beach LLC and authorize the mayor and clerk to sign.

Motion by Commissioner Warren, second by Commissioner German, to approve the lessor agreement with Community Shores Bank related to the lease with 1601 Beach LLC and authorize the mayor and clerk to sign.

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

Nays: None

MOTION PASSES

B. Arena Naming Rights Sponsorship City Manager

SUMMARY OF REQUEST: Staff is seeking approval of the naming-rights sponsorship with Merch Health.

As part of the current lease with the Muskegon Lumberjacks, both parties agreed to actively sell sponsorships that would mutually benefit the City and the team. WC Hockey has facilitated the development of the sponsorship agreement between the City, Mercy Health, and WC Hockey. The gross revenue associated with the sponsorship is \$1.6 Million, to be paid over 15 years. The Mercy Health name will remain on the arena for 15 years.

STAFF RECOMMENDATION: To approve the Agreement and authorize the mayor and clerk to sign.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Turnquist, to approve the agreement with changes by counsel and amended exhibit C and authorize the Mayor to sign.

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

Nays: German

Abstained: Warren

MOTION PASSES

PUBLIC COMMENT ON NON-AGENDA ITEMS: Comments were received from the public.

ADJOURNMENT: The City Commission meeting adjourned at 9:35 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

ORGANIZATIONAL MEETING

JANUARY 6, 2020

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., Monday, January 6, 2020. Pastor D.W. Tolbert, New Hope Baptist Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Commissioners Eric Hood, Willie German, Jr., Michael Ramsey, Teresa Emory, Dan Rinsema-Sybenga, and Ken Johnson, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Marie Meisch.

2020-01

A. Oath of Office Ceremony 92nd District State Representative, Terry Sabo, issued the oath of office to Commissioner Eric Hood, Commissioner Willie German, Jr., Commissioner Michael Ramsey, and Commissioner Teresa Emory.

B. Election of Vice-Mayor

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson to appoint Eric Hood as Vice Mayor.

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

Nays: German

MOTION PASSES

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

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson to set the City Commission Meetings for 5:30 p.m. the 2nd and 4th Tuesdays of each month.

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

MOTION PASSES

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

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

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

MOTION PASSES

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

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

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

MOTION PASSES

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

Motion by Commissioner Johnson, second by Commissioner German to appoint Ann Marie Meisch as City Clerk.

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

MOTION PASSES

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

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga to appoint Sarah Petersen as City Treasurer.

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

MOTION PASSES

- H. Appointment of City Auditor:** Elizabeth Lewis.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga to appoint Elizabeth Lewis as City Auditor.

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

MOTION PASSES

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

County Equalization Director Donna VanderVries
Deputy Director Dan VanderKooi

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga to appoint Donna VanderVries and Dan VanderKooi as City Assessor and Deputy Assessor.

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

MOTION PASSES

J. Designation of City Fund Depositories:

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

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

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

MOTION PASSES

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

Motion by Vice Mayor Hood, second by Commissioner Johnson to designate Parmenter Law to act as legal counsel.

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

MOTION PASSES

2020-02 NEW BUSINESS

A. NEW BUSINESS

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

Community Relations Committee (CRC) – **Dan Rinsema-Sybenga**

Community Development Block Grant – Citizen's District Council (CDC) –
Ken Johnson

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 – **Willie German, Jr.**

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

Public Safety Director, Jeffrey Lewis, gave an update on an incident that took place in the City today at the request of Commissioner German.

Meeting Adjourned at 6:00 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC
City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 14, 2020	Title: MFD Turnout Gear
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Ten (10) sets of turnout gear consisting of the Turnout Coat and pants; Gemtor harness and Gemtor harness attachment system. Nine (9) for the new firefighters and one (1) for Lt. Keith McMillan. McMillan's turnout gear has worn past its useful state. The total purchase price for one complete set of turnout gear is \$2,437.26. Total purchase request is \$24,372.60	
Detailed Summary:	
Amount Requested: \$24,372.60	Amount Budgeted:
Fund(s) or Account(s): 101-50336-5213	Fund(s) or Account(s):
Recommended Motion: Approval for the purchase of turnout gear for the Muskegon Fire Department.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

MUSKEGON FIRE DEPARTMENT

OFFICE OF THE DEPUTY DIRECTOR

770 Terrace St
Muskegon, MI 49440
231-724-6942 office
jay.paulson@shorelinecity.com



DATE: December 10, 2019
TO: Director Lewis
FROM: Jay Paulson
RE: Turnout Gear Purchase Request

The attached purchase request for firefighting turnout gear has the same manufacture specification as the turnout gear purchased in January of 2019. Innotex "Energy" has proven to be a good product for the Muskegon Fire Department. Firefighters who have worn the gear have given great reviews of the product.

The quote includes ten sets of turnout gear; nine sets to outfit the nine new firefighters and one set to outfit Lt. Keith McMillan. Lt. McMillan's gear has considerable wear and is approximately six years old. Turnout gear has a service life of ten years unless the gear shows heavy use, which Lt. McMillan's does.

Phoenix Safety Outfitters is the low bidder with a bid of \$24,372.60. Phoenix has provided us turnout gear in the past through our purchase in January of 2019. The purchase price does include delivery cost and fees.

If you have any questions regarding this purchase request, please contact me at your convenience.

MUSKEGON FIRE DEPARTMENT
CITY OF MUSKEGON
TELEPHONE BID TABULATION FORM

Date: 12-10-2019

Employee: Jay Paulson

	Bidder #1	Bidder #2	Bidder #3
Vendor	Phoenix Safety Outfitters	Douglas Safety Systems	Public Safety Center
Address	PO Box 20445, Upper Arlington OH 43220	2655 N Meridian Rd Suite 6 Sanford MI 48657	1500 Valley River Drive Suite 240 Eugene Oregon 97401
Telephone Number	616-299-0217	989-687-7600	866-646-4434
Fax Number			
Accept Mastercard			
Quoted By	Matt Dumond	Todd Rake	

Description & Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
10 Sets of Innotex Energy turnout jacket & pants with 14 included options, black in color	\$2,437.26	\$24,372.60	\$2,452.00	\$24,520	\$2303.98	\$23039.80
Note: Quotes to outfit 9 new firefighters and Lt McMillan whose gear needs to be replaced						

Bidder 1st approved by

[Signature]
[Signature]

CM

12/13/19



QUOTATION: 147026

(THIS IS NOT AN INVOICE)

PHOENIX Safety Outfitters,
PO Box 20445
Upper Arlington, Ohio 43220

Bill to:

JOE HANNON
MUSKEGON FIRE DEPT
770 TERRACE STREET
MUSKEGON MI 49440
UNITED STATES
Customer Phone:
Customer Email: joe.hannon@shorelinecity.com

Ship to:

JOE HANNON
MUSKEGON FIRE DEPT
770 TERRACE STREET
MUSKEGON MI 49440
UNITED STATES
Customer Phone:
Customer Email: joe.hannon@shorelinecity.com

Date: 12 Dec 2019

Terms: Reference Terms in Body of Quote

Acct Questions: cgrogan@phoenixoutfitters.com

Account Rep: Matt Dumond

Bin Reference #:

Sent By: Beverly Reed

Ship Method: Best Way

Web Addr: www.phoenixoutfitters.com

Qty	Item ID	Item name	Item \$	Extended \$
1	CUSTPO	Customer Purchase Order Number: Verbal Joe Hannon	\$0.00	\$0.00
10	MUS(MUSMI)-ITXC	INNOTEX TURNOUT COAT CONFIGURED TO CUSTOMER SPEC // QUO-44560-Y2D3 Verified: [1119] Valid Thru: [123119] Color: PER SPEC	\$1286.45	\$12864.50
10	MUS(MUSMI)-ITXP	INNOTEX TURNOUT PANT CONFIGURED TO CUSTOMER SPEC // QUO-44560-Y2D3 Verified: [1119] Valid Thru: [123119] Color: PER SPEC	\$853.31	\$8533.10
10		#Zippered Combo Pockets with Built In Handwarmer	\$0.00	\$0.00
10		#Radio Pocket	\$0.00	\$0.00
10		#Vented Back Protection Airflow	\$0.00	\$0.00
10		#Vented Shoulder Protection Airflow	\$0.00	\$0.00
10		#Mic Loop	\$0.00	\$0.00
10		#Flashlight Holder, Tab with Velcro Strap	\$0.00	\$0.00
10		#American Flag	\$0.00	\$0.00
30		#3" Scotchlite Yellow Letters "MFD"	\$0.00	\$0.00
10		#Velcro Name Patch	\$0.00	\$0.00
70		#3" Scotchlite Yellow Letters "LAST NAME"	\$0.00	\$0.00

Qty	Item ID	Item name	Item \$	Extended \$
10		#Enhanced Mobility Knees with Padding	\$0.00	\$0.00
10		#Nomex Belt with Loops	\$0.00	\$0.00
10		#Attachment System for Gemtor Harness	\$50.00	\$500.00
10		#Gemtor Harnesses	\$247.50	\$2475.00
Subtotal				\$24372.60
MI-ST TAX EXEMPT @ 0%				\$0.00
Total				\$24372.60
Paid to date				\$0.00

Physical Address:

PHOENIX Safety Outfitters
 1619 Commerce Road
 Springfield, Ohio 45504
 (937) 324-2537

Sales Tax Certificates:

Ohio (91-050790)
 Michigan (41-2241348)
 Indiana (0158424336)
 EIN:41-224134

**Douglass Safety Systems LLC**

2655 N. Meridian Rd
Suite #6
Sanford, MI 48657

QUOTATION**36704**

Voice: 989-687-7600
Fax: 989-687-7601
Email: info@dougsafe.com

Quote Date: Dec 11, 2019

Quoted To:

MUSKEGEON CITY FIRE DEPT.
ATTN: ACCTS PAYABLE
770 TERRACE STREET
MUSKEGON, MI 49440

Customer ID - M044

Shipping Terms	Good Thru	Payment Terms	Sales Rep
NOT INCLUDED	12/30/19	Net 30 Days	TR002-SR

Quantity	Item	Description	Unit Price	Amount
10.00		#Innotex Energy Turnout Coat Outer Shell: Pioneer Black, Thermal Liner: Glide Ice, Moisture Barrier: Stedair 4000, Trim: NFPA Scotchlite 3" Yellow/Grey	1,291.50	12,915.00
10.00		#Innotex Energy Turnout Pant Outer Shell: Pioneer Black, Thermal Liner: Glide Ice, Moisture Barrier: Stedair 4000, Trim: NFPA Scotchlite 3" Yellow/Grey	863.50	8,635.00
10.00		#Radio Pocket		
10.00		#Energy Flap w/ Hole on Left & Right w/ Grabber		
10.00		#Vented Back & Shoulder Protection Airflow		
10.00		#Mic Loop / P.A.S.S. Loop		
10.00		#Flashlight Holder w/ Hook & Loop Fastener		
10.00		#Back Patch <MFD> 3" Lime/ Yellow Letters		
10.00		#Reverse Fly Closure Sewn on the Right Side of the Pant		
10.00		#Enhanced Mobility Knee w/ Padding		
10.00		#DELUXE Cotton Suspenders		
10.00		#Attachment System for External Harness		
10.00		#Nomex Belt w/ Belt Loops		
10.00		#541NYC -RNR- Gemtor 541NYC Style Harness	297.00	2,970.00
		2,452		
Subtotal				24,520.00
Sales Tax				
Freight				
TOTAL				24,520.00



Tél.: 819-826-5971
Fax: 819-826-5195

Quote

Quote: QUO-44398-D9N9

www.innotexprotection.com

To

Company DOUGLAS SAFETY SYSTEM, LLC
Name of the Quote City of Muskegon Fire Department
Contact Todd Rake
Phone (989) 687-7600
Mobile Phone (231)638-2765
Fax

YOUR QUOTATION

USD

COAT ENERGY - INNOTEX ENERGY™	QTY	MSRP	SUB TOTAL
NFPA 1971-2018			
32" STYLE - SINGLE COLOR OUTER SHELL - WITH SINGLE METABOLIC ZONE (THERMAL BARRIER)	1		
Pioneer, Aramid Blend, 6.6 osy – Black			
Stedair® 4000, 5.0 osy			
Glide Ice™ 2-layer (2.3 osy & 1.5 osy E89™), 7.4 osy			
3M Scotchlite® 3" (triple trim) - Yellow Grey			
Trim Pattern: NFPA Style	1		
Zipper closure system (VISLON®)	1		
Zippered combo pockets - (pair) - built-in hand-warmer	1		
Radio pocket (unit) - Regular	1		
POSITION: Radio Pocket: H: 8 x L: 4 x D: 2 (dimensions in inches) - POSITION A -			
Energy flap with hole on left and right with Grabber™	1		
Nomex® tube wristlet with thumb hole - Black	1		
Vented back protection Airflow™	1		
Vented shoulders protection Airflow™	1		
Mic loop / P.A.S.S. loop / 1 UNITS / Front flap	1		
Flashlight Holder - Tab with Hook & Loop Fastener / 1 UNITS / Left chest	1		
PERSO: Back under neck (H) - Lettering - For all units (MFD) / Scotchlite® 3" - Lime yellow / Sewn on shell	1		
PERSO: Hem of coat (M) - Lettering - Different for each unit ([2]-Name - see list) / Average 7 letters / Scotchlite® 3" - Lime yellow / Sewn on removable patch / 4" X 17"	1		
Polymer coated aramid Color: BLACK			
Limited 2-year Warranty	1		

PANTS ENERGY - INNOTEX ENERGY™
QTY
MSRP
SUB TOTAL
NFPA 1971-2018

Regular waist - SINGLE COLOR OUTER SHELL - WITH SINGLE METABOLIC ZONE (THERMAL BARRIER) 1

Pioneer, Aramid Blend, 6.6 osy – Black

Stedair® 4000, 5.0 osy

Glide Ice™ 2-layer (2.3 osy & 1.5 osy E89™), 7.4 osy

3M Scotchlite® 3" (triple trim) - Yellow Grey

Trim Pattern: Standard NFPA 1

Zipper closure system (VISLON®) 1

REVERSE FLY CLOSURE- Fly flap sewn on the right side of the pant 1

Full bellows pockets (pair) - (10" X 10" X 2") - Regular 1

EMK™ (Enhanced Mobility Knee) in Polymer coated aramid - With 2 layers of closed cell FR blend sponge foam (BLACK REINFORCEMENT) 1

DELUXE Cotton suspenders ("H style") 1

Attachment system for external harness (R.I.T. or Gemtor 541), including 8 belt loops 1

Nomex belt (2-sides adjustment) 1

Belt loops (6 units) (Included)-(3" x 2") / 6 UNITS 1

Polymer coated aramid Color: BLACK

Limited 2-year Warranty 1

Because of our ongoing commitment to product quality and development, we reserve the right to change, cancel, discontinue or alter any specification, price, design or feature without prior notice and without incurring any obligation.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 1/14/2020	Title: Arena Digital Sign Replacement
Submitted By: Jim Maurer	Department: Information Technology
Brief Summary: Currently, the Arena's digital sign located on Shoreline drive is not functioning. The electronics, manufactured in 1997, are continually breaking down. We have spent months working with multiple vendors on quotes for a new 10mm LED message board with updates to the marquee for the Arena. Four offers were received ranging from \$65,888 to \$108,117; we are recommending the Vizidef proposal for \$65,888.	
Detailed Summary:	
Amount Requested: \$65,888	Amount Budgeted: \$65,888
Fund(s) or Account(s): Arena	Fund(s) or Account(s): Arena
Recommended Motion: Approve the Vizidef quote for \$65,888	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Memorandum

To: Frank Peterson, City Manager
From: Jim Maurer, Information Technology Director
Date: 12/10/2019
Re: Quotes for Arena Sign

Attached are four quotes to replace the sign and retrofit the existing structure at the LC Walker Arena. We did not do an RFP but instead called individual companies.

As shown in the table below, the lowest quote is from Vizidef for \$65,888, which is \$42,229 less than Tischco and \$33,672 less than Postema (they installed the sign at the Mart Dock).

	Vizidef	Tischco	Advanced Signs	Postema (Watchfire)
Remove old base and new	\$28,482	\$7,600	\$12,116	\$15,285
10mm LED Display	\$28,436	\$96,717	\$74,500	\$84,275
Warranty	5 year + 3 sup	NA	5 year	5 year
Implementation + Shipping	\$8,970	\$3,800		
Location	Walker (Ward)	Muskegon	Ferrysburg (Nige	GR (did Mart Dock)
Total	\$65,888	\$108,117	\$86,616	\$99,560
Amount over lowest bidder >		\$42,229	\$20,728	\$33,672

Replacement is recommended because of the numerous problems we are having with our old sign from 1997.

The Advance Signs quote came from Nigel Hawryliw, who was employed at the Arena. The quote from Vizidef is from Ward LaDuke, who is LeighAnn's partner; Ward also provided us with a quote for work on audio/visual equipment back in 2016.

Thank you,

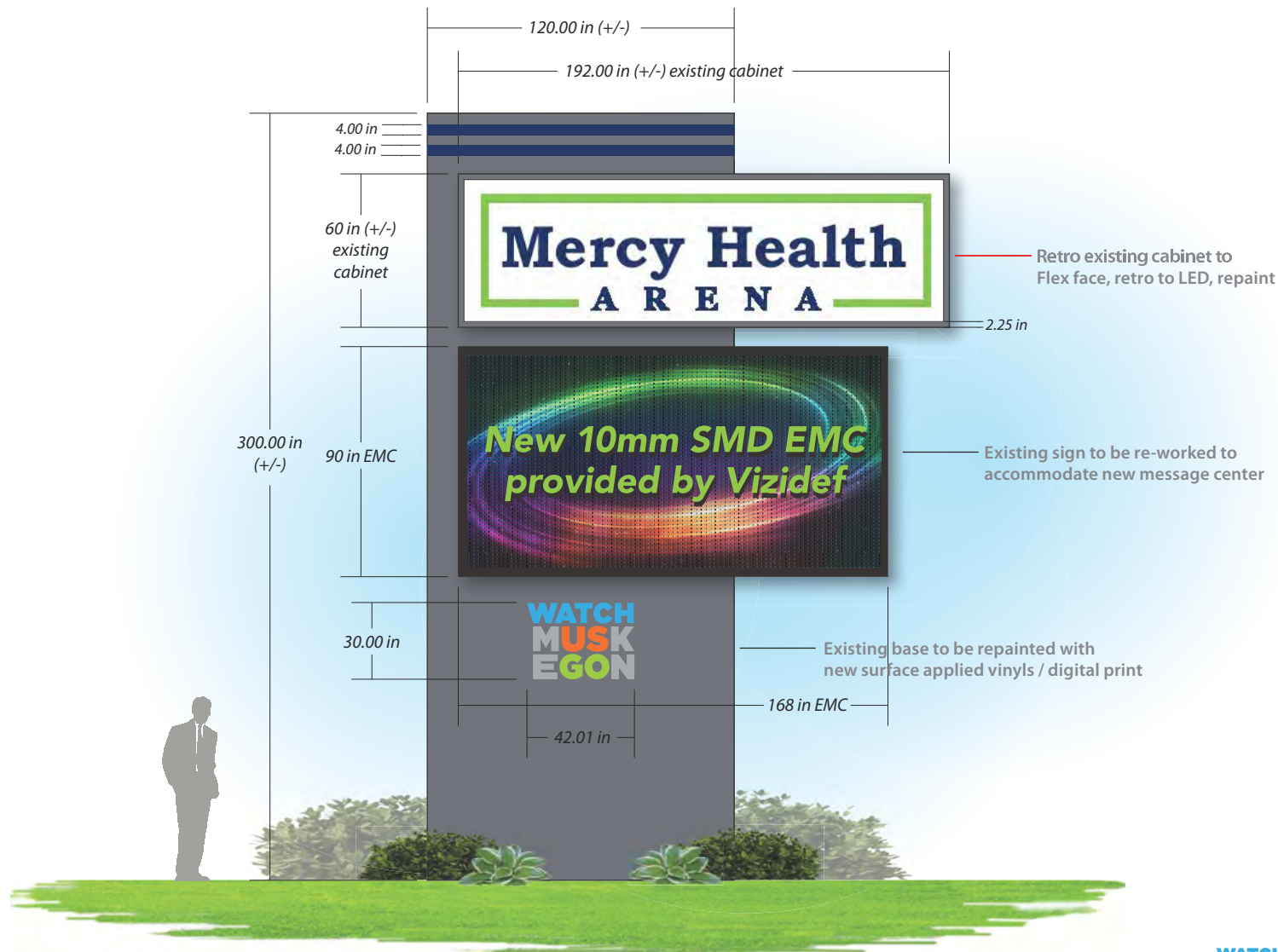
Jim Maurer
Technology Director
933 Terrace Street
Muskegon MI, 49443

WATCH MUSKEGON

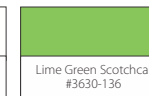
(231) 724-6964 · ShorelineCity.comEEE

Vizidef Quote

\$65,888



ELEVATION - SIDE A
Typeface is Georgia Bold



5009 West River Drive | Comstock Park, MI 49321 | Ph 616.784.5711 | Fx 616.784.8280 | www.valleycitysign.com

CUSTOMER SIGNATURE: _____ DATE: _____

The designs, details and plans represented herein are the property of Valley City Sign; specifically developed for your personal use in connection with the project being planned for you by Valley City Sign. They are not to be shown to anyone outside of your organization, nor are they to be used, reproduced, exhibited or copied in any fashion whatsoever. All or any part of these designs (except registered trademarks) remain the property of Valley City Sign. Colors represented are being viewed by various web browsers, computer monitors and printers, therefore an exact representation of colors shown cannot be guaranteed via these methods. For true color matching, please request a material sample.

PROPERTY OF VALLEY CITY SIGN

CONCEPT
DRAWING #171,770A

SCALE: 3/16" = 1'-0"

ONE (1) EXISTING D/F ILLUMINATED PYLON SIGN
TO BE REFURBISHED

PROJECT: **Vizidef - LC Walker Arena**

PHOTOSCAN (S): **No** DESIGNER: **JV**

DATE: **9.13.19** REVISIONS: **JV**

HOURS: **1.75** SALES: **32(SU)**



4751 3 Mile Road NW
Suite A
Grand Rapids MI 49534
(616) 710-1247
support@vizidef.com

Proposal for: City Of Muskegon

Solution Proposed: New LED Wall and Marquee Face Lift
Proposal #: 19-VDi-4822
Date: 9/13/2019
Quoted By: Ward LaDuke
 ward@vizidef.com
Customer Address: 933 terrace street
 Muskegon mi 49443
Customer Contact: Jim Maurer
Phone: (231) 724-6964
Email: jim@shorelinecity.com

Solution Configuration:

This quote includes standard ground shipping and/or freight costs as estimate only, actual shipping billed with final invoice.
 A formal Scope of Work will be provided once the design is discussed and fine tuned to meet the expectation for the space.

This proposal encompasses a New LED Message Board and updates to the Marquee for LC Walker Arena

Project Address:
470 W Western Ave
Muskegon MI 49440

Itemized List:

Qty.	Product Description	Unit Price	Ext. Price
	New LED Wall and Marquee Face Lift		
1	FS10 SMD LED Display .724 sq/m per side - .975 m (W) x .762 m (H) 3.2' (W) x 2.5' (H)) Dual Sided Back-To-Back LED Wall System >7500nits Brightness, Front Serviceable Cabinet • Uniform color and high contrast ratio, bringing up fresh and natural image • Low power consumption and fine heat release • Super wide viewing angle increasing its value by covering more audience 160o (Horizontal), 160o(Vertical) • No deformation under sunlight by the use of anti-UV modules • Long service time and low attenuation by applying duel channels for heat dissipation • High protection grade of IP65 achieved by applying duel channels for heat dissipation • High protection grade of IP65 achieved by patented mask design with waterproof and dustproof fuction • Safe and reliable operation ensured by stable signal and power supply • NovaStar video processing and NovaCare comprehensive status monitoring hardware included • NovaStar LED Wall procesor included • Ubiquiti WiFi Trantmit/Receive Bridge between building and marquee • Eaton power distribution for both sides, 1 - 20amp circuits required per side • EMI RFI Power Line Filter and Lightning Protection Surge Protector • 5 Year Zero-Failure Warranty on LED Components • 3 Year Warranty on Power Supplis, receiving cards, cables and other supporting hardware • Vizidef Maintenance & Support Services are available	\$28,436.36	\$28,436.36
1	Valley City Sign will provide: • Retro top sign to have new retainers and new flex faces. (industry best) • Change sign to be internally illuminated with all LED lighting, (3 yr parts / labor warranty) • Remove existing lower signs, Fab and prep and help install new msg centers, filler pcs. • All parts and Labor included	\$28,482.00	\$28,482.00
	Vizidef Implementation		
1	Implementation to include but not limited to project coordination, cost calculations/site survey, installation materials, travel, offsite fabrication/quality check, onsite installation, engineering, programming, CAD drawings, and clerical support.		\$7,507.55
1	Estimated Shipping & Handling		\$1,465.65

Pricing is valid for 30 days

Equipment Total:	\$	56,918.36
Tax:	\$	-
S&H:	\$	1,465.65
Service Support:	\$	7,507.55
Total:	\$	65,891.56



4751 3 Mile Road NW
Suite A
Grand Rapids MI 49534
(616) 710-1247
support@vizidef.com

Vizidef A/V Service & Support			
Qty.	Product Code	Product Description	Extended Price
1	Basic Support Services - 1 year	Vizidef Basic Support Service - 1 year Warranty - will include Priority Queuing with Freshdesk Online Customer Support Software and Helpline Call Support during normal business hours, Remote Diagnostics & Troubleshooting where major troubles are responded to within four hours and a minor troubles are responded to within the next business day, and included On-Site technician.	Included
1	Basic Support Services - 3 year (Cost per year)	Vizidef Basic Support Services - 3 year Warranty - will include Priority Queuing with Freshdesk Online Customer Support Software and Helpline Call Support during normal business hours, Remote Diagnostics & Troubleshooting where major troubles are responded to within four hours and a minor troubles are responded to within the next business day, and included On-Site technician.	\$1,288.74
Terms & Conditions			

All content, products, shipping, labor and pricing in this quote are confidential, and are only estimates based on understood customer needs, current pricing and availability, and are subject to change, which will be reflected in progress via Change Orders for Customer approval and thusly at time of Invoice. Customer acknowledges and trusts that this Quote, Change Orders, if applicable, and subsequent corresponding Invoice(s) dually serve as a Bill of Lading should one not be provided at time of delivery, and that the purchase of equipment changes its title and ownership to the Customer at FOB Shipping Point. Technical labor services (CAD, Programming and Engineering) are and can be provided independently from all general equipment labor, and installation labor and services are documented as being performed after title of equipment and purchases transfers to the Customer.

If necessary, based on the scale and extent of this quote, a scope of work may be provided to further confirm customer and Vizidefs responsibilities. A customer signature here is required to confirm approval of this quote and to commence any further work by Vizidef. Dually, should Customer accept any work performed by Vizidef or receipt of equipment according to any interpretation of what is proposed in this quote without signing this Quote, its corresponding Scope of Work (if applicable) or other contract/agreement (if applicable), Customer regardless acknowledges and agrees Customer's financial responsibility for payment in full for the price outlined here in this Quote, Change Orders, if applicable, and subsequent corresponding Invoice(s) if price is determined different, according to the following terms unless specified otherwise: **TBD**

This proposal does not include any permits.

If found, all hazardous material will be abated by others.

All equipment to be installed will be installed by Vizidef or approved Vizidef Subcontractor or unless otherwise negotiated with the client to use members of the clients staff. Final connections and programming are done by Vizidef.

This proposal does not include any new electrical power.

All new products are guaranteed to be as specified by the manufacturers documentation and are provided with the manufacturer's standard product warranty. All refurbished components, if applicable, are covered by Vizidef direct warranty. Customer is responsible for any electrical service, environmental conditions, and cable work needed to support the quoted products unless otherwise specified on the quote. Any changes to the above product and/or scope of work will require the written authorization by both Vizidef and the customer. The grand total does not include taxes and freight charges are only estimates based on standard ground shipping, and as applicable theses final cost will be added to the invoice.

In order to ensure delivery of a quality system, Vizidef employs a process that requires testing in quality control at our facility. Our standard process requires eight weeks from receipt of purchase order and signed scope of work for Vizidef to arrive on site. Specific project completion dates will be discussed during the initial project team call/meeting.

By signing below, Customer makes an offer to purchase the products and/or service above from Vizidef. Vizidef's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Vizidef Invoice, and the return of the Invoice and Invoice number to the customer.

Any and all custom design, product creation and system design work are considered intellectual property of Vizidef and can not be used by the client without written consent to the client from Vizidef. Any unauthorized use of the aforementioned intellectual property without expressed written consent from Vizidef can and will be pursued under the fullest extent of the law.

The reception of a Purchase Order qualifies as a signature of this quote document and the client agrees to the pricing and conditions listed above.

By: _____

Title: _____

Date: _____

What Our Warranty Means to You

(Warranty Summary)

Vizidef Live Surface Media™ displays are designed to help you communicate critical messages with your audience. Acknowledging the importance of this, we developed a warranty solution that exceeds the demand for our clients requirements. We are backing our innovative displays with the following

➤ **5 Year Zero-Failure Warranty**

- All equipment is under a 5 Year Zero-Failure Warranty to maximize and maintain the highest quality of LED display to satisfy a multitude of applications. This provides worry-free operation for up to 5 years from the date of installation.

➤ **Vizidef Service Support**

- All 5 Year Zero-Failure Warranty displays include a minimum 1 Year Vizidef Service Support contract that warranties all workmanship up to 12 months after the date of installation. Additional coverage can be purchased prior to installation.
- Vizidef 1 year Service Support Warranty - 1 year Warranty will includes Priority Queuing with Freshdesk Online Customer Support Software and Helpline Call Support during normal business hours, Remote Diagnostics & Troubleshooting where major troubles are responded to within four hours and a minor troubles are responded to within the next business day. Vizidef offers additional Service Level Agreements (SLA) that include on-site services, all repairs and maintenance, as well as offering enhancements to the on-site spares kit.

➤ **Industry Standard vs Vizidef Standard**

- Our competitors provide a 0.5% LED failure rate; this may seem low but in comparison a display with 1 million LED's an acceptable failure rate is anything below 5,000 individual LED's. These failures would not be covered under their existing warranty leaving the customer paying for the repair.
- At Vizidef we find this to be unacceptable. That is why we offer a **Zero-Failure 5 year guarantee**. If a single pixel on your display goes out, we will repair or replace it for up to 5 years after installation, so that your display will always be of the highest quality.

(The Fine Print)

This Standard Limited Warranty applies to all displays sold by Vizidef to End Users, Resellers or Distributors, unless otherwise stated (these displays are referred to in this Warranty as a "Display" or the "Displays" or "LED Wall(s)"). As used in this Warranty, the term Display includes the associated Vizidef controller devices.

Effective Date: The effective date for the beginning of Warranty Period is from the date of shipment of a Display from Vizidef directly to an End User or the first date of shipment of a Display by a Vizidef Reseller or Distributor to their customer.

Warranty: Vizidef warrants to the End User that the Display will be free from defects in material and workmanship under normal use as intended by Vizidef for the standard Warranty Period. This warranty applies only to the Display as originally installed at the End User's location and does not cover Displays resold beyond the initial installation, nor displays used as rentals or other temporary installations.

Warranty Exclusions:

This warranty does not apply (i) to any Displays or controller devices where the serial number has been removed or obliterated or (ii) to any Displays sold by a Reseller to an End User and then resold or rented.

Failure to perform appropriate regular maintenance as required and in accordance with maintenance schedule specified by Vizidef will void the Warranty.

End Users/Customers are required to use appropriate shipping materials to return Displays (we recommend retaining the original packaging/crating and shipping materials, where possible). In the unlikely event components of the Display need to be returned to Vizidef for manufacturing service support, the End User/Customer is required to pay the shipping and, if located outside the USA, export the components involved for repair to Vizidef support manufacturer. Vizidef will then pay the return shipping back to the End User/Customer of the repaired or replaced components.

This warranty does not cover:

- (a) Display damage or loss including theft occurring during shipment from Vizidef facilities to the End User or distributor. (failure of Displays at the time of installation is covered under this Warranty)
- b) Display damage or failure to LEDs beyond the recommended life. Generally, Vizidef LEDs have a recommended life of ten years.
- (c) Display damage or failure associated with connecting or interfacing a Display with a device that has not been approved by Vizidef.
- (d) Display damage or failure associated with any repairs to the Display within the Warranty Period by any repair personnel who have not been authorized or approved by Vizidef.
- (e) Display damage or problems caused by the use of non-approved replacement parts by unauthorized repair personnel.
- (f) Display damage or failure caused by misuse, improper handling, improper moving, improper power source attached, accidents, fire, flood, lightning, earthquake or other natural disaster or man-made disasters including power surge(s), vandalism, terrorism, tampering, environmental conditions, inappropriate storage and any unsecure mounting or hanging.
- (g) Display damage or failure caused by improper installation/alignment or set-up or by service personnel who have not been approved by Vizidef.
- (h) Display damage or failure caused by any Display modifications except as performed by Vizidef personnel or their authorized Service Partners.
- (i) Display damage or failure caused by use of Displays while in motion unless on a platform or other movable device specifically approved by Vizidef.
- (j) Use of Displays beyond Vizidef authorized tolerances which are set or calibrated by Vizidef prior to shipment.
- (k) Display failure due to normal wear and tear including rips and dents.

Considered Defect/Failure:

Vizidef will repair or replace a Display Board should even a single pixel fail to operate normally meaning fail to light at all, fail to light a component (RGB), being "stuck" on a color or become intermittent (weakened solder joint); if an electrical or electronic components fails to operate normally (power supply, digital communication boards, display interface unit, etc); or a mechanical failure (except in non-covered instances listed above) of the Display cabinet or Vizidef supplied mounting hardware.

Territory and Time of Repair:

The Warranty applies to Displays sold world-wide, however the removal/reinstallation and the shipping of failed components to Vizidef remains the responsibility of the purchaser. This Warranty does not obligate Vizidef to provide any on-site warranty service at the location of the Display. Vizidef offers Service Level Agreements (SLA) that include on-site services, including all repair and maintenance, as well as offering enhancements to the on-site spares kit. There are three levels of SLA available that include various levels of on-site spares and response windows. See your Vizidef representatives for more details.

Warranty Process:

Vizidef or their authorized Service Partner must be notified of the defect during the Warranty Period. The End User/Customer should email **support@vizidef.com** or call **(616) 818-5182** or notify the appropriate authorized Service Partner immediately on discovering the defect. A Freshdesk Support Ticket number will be provided by follow up email or at the time of the call. Vizidef will repair or replace the defective parts without charge during the Warranty Period. Vizidef will make all reasonable efforts to complete the repair as quickly as practicable.

Vizidef may stage parts at the End Users/Customers location. These parts should be kept in a secure and accessible place. If Vizidef or its authorized Service Partner does not have parts on site, then parts will be set via overnight delivery at Vizidef's expense during the Warranty Period. Surcharged/duties may apply for shipment of parts to International locations and these will be the responsibility of the End User/Customer.

In making any repair under warranty, Vizidef or their authorized repair Service Partner may use new or refurbished parts. Vizidef warrants replacement parts used in making warranty repairs for the remainder of the original Warranty Period.

This warranty may be supplemented or modified by other programs offered by Vizidef, if applicable, including Vizidef extended Warranty Periods and/or by express written agreement with Vizidef. This warranty does not apply to obsolete, refurbished or demonstration Displays offered for sale by Vizidef except as expressly agreed in writing.

EXCEPT AS OTHERWISE EXPRESSLY AGREED BY VIZIDEF IN WRITING, THIS WARRANTY APPLIES IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, AND VIZIDEF MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WRITTEN, ORAL OR STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF NON INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ALL OF WHICH OTHER WARRANTIES OR CONDITIONS ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VIZIDEF WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, WHETHER OR NOT VIZIDEF HAS BEEN ADVISED THAT ANY SUCH DAMAGES MAY OCCUR.

VIZIDEF SPECIFICALLY DISCLAIMS ANY LIABILITY DUE TO DEATH, DAMAGES OR INJURY DUE TO INAPPROPRIATE USE, MOUNTING OR HANGING OF THE SPECIFIED DISPLAYS. THIS WARRANTY IS GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, USA AND MAY NOT BE ASSIGNED.

Service Level Agreement (SLA):

Vizidef offers an annualized Service Level Agreement on its Displays and controllers for additional charge(s). Such Service Level Agreement(s) covers labor and travel-related costs for the contracted period.

SLA Pricing:

The available SLA programs are priced according to the SLA Pricing Schedule, available from your Vizidef Representatives.

Additional Warranty Periods/Special Requirements:

Additional Warranty Period/Special Requirements are to be determined at the time of the original sale.

Out of Warranty:

Repair/Replacement of Displays that are out of warranty will be subjected to MSRP pricing and standard repair labor rates.

Postema Quote

\$99,560



EXISTING



NEW



Rendering Approval: _____ Date: _____

DETAILS

- Double sided sign
- Faces to be replaced

FACES

- 3/16" White Polycarbonate pan faces
- Surface applied 3M vinyl graphics



Rendering Approval: _____ Date: _____



Company: **City of Muskegon**

**We recycle fluorescent lamps,
plastics, aluminum, and steel.
Ask us about energy efficient lighting.**



Contact: James Maurer
j@postman.org
231-724-6964

Project: L.C. Walker Arena
470 W. Western
Muskegon, MI 49440

Quotation

Quote Date: 11/26/2019

Quotation valid for 60 days

TERMS:

Deposit - 75%, Net Due 15 Days

Description	Amount:
Provide (2) 5ft x 16ft painted embossed polycarbonate pan faces to replace the existing faces and provide "Watch Muskegon" vinyl graphics for upper portion of the sign. Includes fabrication of a mounting structure for display attachment and preparing display for installation.	\$9,885.00
Provide one, double sided, WatchFire - 16mm full color LED Display, 7'-5" x 14'-3" Includes Temperature Sensor and 4G Wireless Cellular with Life-of-Sign data plan.	\$53,675.00
Modification of existing sign and installation of the new signage	\$5,150.00
Software Setup and basic training	\$250.00

Michigan Sales Tax not included

TRUE 5 Year Electronic Display Warranty

Above pricing includes a 5 year factory parts warranty from Watchfire and a 5 year labor warranty from Postema Sign and Graphics.

Optional 10mm Resolution Upgrade

Change electronic display to be a Watchfire 10mm full color display, Add \$30,600.00 plus tax

Note: PERMIT expenses and acquisition fees are NOT included in the above pricing.



 Jim Vantol Date 11/26/2019

 Approval Date

Total: \$68,960.00

**Upon Approval, please sign
& return to Postema Sign
with your deposit.**

**All electrical circuits are to be
ran to the sign location by
the business owner.**



Advanced Quote

\$86,616



SIGNAGE PROPOSAL

Date: 11/21/19

Bill to: Jim Maurer

Address:

City/State/ZIP: Muskegon, MI 49440

Contact: Jim Maurer

Phone:

Email: jim.maurer@shorelinecity.com

Specifications: 10mm SMD LED Display Quote

Electro-Matic-

(1) 7'h x 14'4"w Double Sided 10mm SMD Full Color Electro-Matic L.E.D digital display.

This display Pluto Manager Pro Software, Brightness Sensor, and Temperature sensor capable of full hd video, text, and animation graphics display. Wi-Fi Wireless Communication Package included and set up software included.

LED Display Value: \$74,500.00

Remove and Install-

Three service technicians with two service vehicles and one crane truck to remove two double-sided sign cabinets. Install new LED Display and connect power. After all signs have been installed make sure everything is lighting properly if power supplied by owner.

Install: \$4,000.00

Total: \$78,500.00

- Five year labor warranty, and five year on parts

- Permit additional

- Final electric by owner

Terms: 50% down with balance due on completion of job

Terms and Conditions

Sketch Deposit: The sketch deposit covers minimal costs involved in developing a concept. It does not cover the actual purchase price of a custom design, with a quoted minimum price. The sketch remains the property of the designer.

PRICE QUOTATION GOOD FOR 30 DAYS.

PRICES as indicated above, are minimum estimates for art or sign work only. Photostats, typography, photographs, overtime changes and/or time additions, delays caused by the client, special consultations and all other work expenses that cannot be estimated accurately in advance will be billed extra unless otherwise specified. FINISHED art, mechanicals, and signs will be released for use by the clients only. Mechanicals, original sketches and materials other than signs originated by the designer are the property of the designer, and will be held for the client, unless otherwise shown.

Sign remains the property of ADVANCED SIGNS until it is completely paid for. If not paid for in ninety (90) days, ADVANCED SIGNS may remove sign, unless otherwise agreed.

SPECIAL conditions on client's purchase order in no way negate the above Conditions of Sale. In ordering the work described above, the client accepts all of these conditions whether noted on this purchase order or not.

IF UNUSUAL DIGGING conditions (i.e.: ledge, water, etc.) are encountered in ground installations, this contract is binding; however, an additional cost based on our labor, plus ___% on subcontract labor and materials, will be added to the above price.

THE CLIENT agrees to pay all costs of collection in the event of default of payment by the client, including a reasonable attorney's fee. In the event of delinquent payments, the client will be charged a rate of ___% interest every month after the first 30 days.

QUOTED BY _____ NIGEL _____ Date _____ 11-21-19 _____.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work above as specified. Payment will be made as outlined above.

Signature _____ Date _____



SIGNAGE PROPOSAL

Date: 11/22/19

Bill to:

Address:

City/State/ZIP: Muskegon, MI 49440

Contact: Jim Maurer

Phone:

Email: jim.maurer@shorelinecity.com

Specifications: New Pylon Sign Faces with LED Display

Fabrication-

(2) 60"h x 228"w Single sided stretch sign faces with LED lighting and high performance vinyl graphics applied.

Value: \$4,469.00

(2) 60"h x 228"w aluminum retro-fit kit for existing sign cabinet

Value: \$1,447.00

Remove and Install-

Two Service Technicians with One Service Vehicle and One Crane Truck to install signage.

After all signs have been installed make sure everything is lighting properly if power supplied by owner.

Install: \$2,200.00

Total: \$8,116.00

- Five year labor warranty, and five year on parts

- Permit additional

- Final electric by owner

Terms: 50% down with balance due on completion of job

Terms and Conditions

Sketch Deposit: The sketch deposit covers minimal costs involved in developing a concept. It does not cover the actual purchase price of a custom design, with a quoted minimum price. The sketch remains the property of the designer.

PRICE QUOTATION GOOD FOR 30 DAYS.

PRICES as indicated above, are minimum estimates for art or sign work only. Photostats, typography, photographs, overtime changes and/or time additions, delays caused by the client, special consultations and all other work expenses that cannot be estimated accurately in advance will be billed extra unless otherwise specified. FINISHED art, mechanicals, and signs will be released for use by the clients only. Mechanicals, original sketches and materials other than signs originated by the designer are the property of the designer, and will be held for the client, unless otherwise shown.

Sign remains the property of ADVANCED SIGNS until it is completely paid for. If not paid for in ninety (90) days, ADVANCED SIGNS may remove sign, unless otherwise agreed.

SPECIAL conditions on client's purchase order in no way negate the above Conditions of Sale. In ordering the work described above, the client accepts all of these conditions whether noted on this purchase order or not.

IF UNUSUAL DIGGING conditions (i.e.: ledge, water, etc.) are encountered in ground installations, this contract is binding; however, an additional cost based on our labor, plus ___% on subcontract labor and materials, will be added to the above price.

THE CLIENT agrees to pay all costs of collection in the event of default of payment by the client, including a reasonable attorney's fee. In the event of delinquent payments, the client will be charged a rate of ___% interest every month after the first 30 days.

QUOTED BY _____ NIGEL _____ Date _____ 11-22-19 _____.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work above as specified. Payment will be made as outlined above.

Signature _____ Date _____

Tischco Quote

\$108,117



SIGNS & SERVICE

OVER 20 YEARS OF INDUSTRY EXPERIENCE

2107 Henry Street, Muskegon, MI 49441

Telephone 231.755.5529 Cell 231.578.2308

Fax 231.755.0959

Email: service@tischcosigns.com

December 02, 2019

Jim Maurer
LC Walker Arena.

We are pleased to submit our proposal and pricing for the following Sign Package.

- Tischco to provide (2) 5'x16' pan faces to main DI section of pylon sign.
- Faces to be embossed pans and back painted with approved art work.
- The section above the main ID section will have the "Watch Muskegon" logo
- Logo to be applied in a non lit, fleet graphic vinyl print.
- The current LED display and lower sign cabinets (Pepsi & Bud) will be removed
- And replaced with a 10mm Ebesco LED message center.

Matrix Pixel Height 224 x 416.

Active Display Height size of LED display. 7'4 1/4" x 13'7 3/4"

Daystar Media Software included.

Communication WIFI

- (2) 5'x16' sign faces.....\$ 6,700.00
- " Watch Muskegon " graphics..... \$ 900.00
- Two 7'4 1/4"x 13' 7 3/4" 10mm displays..... \$ 96.717.00
- Steel support, mounting angle, electrical hardware,
shop labor and installation of signs\$ 3,800.00

Our terms of trade are 75% deposit upon acceptance and balance upon completion of installation. Our prices do not include sales tax, town planning permit fees, engineering drawings, or any legal fees. Estimated lead time would be approximately 6-8 weeks from the date of acceptance of our proposal, subject to local government and management

approval of the new signs.

Thank you for the opportunity to bid on this project as we look forward to doing business with you. If you have any questions, please feel free to contact me.

Kind Regards,
Matthew Tisch
Tischco Signs and Service, 231-755-5529

-

Control unit of our current sign



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 14, 2020	Title: Addendum Lease Agreement for HVAC/Dehumidification Upgrades at Mercy Health Arena.
Submitted By: Beth Lewis	Department: Finance
Brief Summary: In May 2019 the Commission approved the lease agreement with Team Financial for the HVAC/Dehumidification Upgrades at the Mercy Health Arena. The work is complete however some additional mechanical & plumbing work needed to be done and new return lines in the Locker Rooms and NW Concourse Restrooms were needed because existing lines ruptured. The additional costs were \$76,872.39 and staff is seeking authorization to sign an addendum to the lease agreement with Team Financial for \$76,872.39.	
Detailed Summary: After work began to upgrade the Dehumidification and HVAC systems the original supplier of the Dehumidification Unit back out. A new supplier had to be secured creating a delay that put strain on our old system that required Hurst to do a lot of troubleshooting and repairs to keep the system going until the new one arrived. This also includes the work done to replace heating return lines on an emergency basis after they ruptured. Please note on the attached backup that they did take the rebates they will get from DTE and Consumers Energy off the additional amount we are being charged.	
Amount Requested: \$76,872.39	Amount Budgeted: \$0
Fund(s) or Account(s): Public Improvement Fund	Fund(s) or Account(s):
Recommended Motion: To authorize staff to sign an addendum to the Lease Agreement with Team Financial for \$76,872.39 for HVAC/Dehumidification upgrades at Mercy Health Arena.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



1-800-GO-HURST
1-800-464-8778
Fax (616) 785-7900
2330 Lake Ave
North Muskegon, MI 49445

December 26, 2019

City of Muskegon
933 Terrace St.
Muskegon, MI 49443
Attn: Matt Gongalski and Franklin J. Peterson
mgongalski1@gmail.com
frank.peterson@shorelinecity.com

Subject: LC Walker Arena- Additional HVAC/Heating System Work

Dear Matt and Frank:

First of all, thank you for the opportunity to be of continued service! The following is a breakdown of the additional work we've performed at the LC Walker Arena recently:

- **\$1,306.25** Insulate the storm lines in the tunnel area, per Jerry Ream's request.
- **\$1,193.75** Provided labor and equipment to abate valves being removed near the concourse, and provided labor and materials to repair asbestos damage in certain areas, as needed.
- **\$2,250.00** Additional crane mobilization to remove (4) abandoned condensing units from high roof.
- **\$625.00** Labor and materials repack (3) existing heating valves in boiler room.
- **\$339.00** Provided labor to troubleshoot the no heat situation at the radiation along the 4th St concourse windows.
- **\$7,232.00** Additional labor, material, and equipment, to remove and dispose of (4) abandoned condensing units on roof. Also provided labor to remove the ductwork from beneath the North HVAC unit, to allow the roofers to perform their roof work beneath the unit. We've already applied a labor credit of \$1,808.00 (16 hours) to this line item, as that is the amount we initially had included in our base bid for the condensing unit removal.

**Be advised, the existing ductwork on both the North & South HVAC units are uninsulated. We'd strongly recommend insulating all of these ducts, in order to conserve energy.*

- **\$2,500.00** Provided labor, materials, and equipment to replace the faulty heat exchanger in the existing rooftop heating/cooling unit, in the Lumberjacks area, as discussed with Matt Gongalski.
- **\$5,407.00** Provided labor, materials and equipment to modify, fabricate, and install new ductwork beneath the North HVAC unit, upon completion of the roofer's work under the unit.
- **\$39,968.96** Provided labor, materials, and equipment to troubleshoot the heating lines that had ruptured underground. Also, provided labor and materials to quickly install new isolation valves on every heating line we could locate, above ground, so that we could get the rest of the heating system back on-line for the Heating season. Provided labor and materials to install isolation valves on all of the terminal units, and radiation in the building, so that we could isolate these units as well, and prepare to install new heating lines serving each unit. Also, performed several plumbing repairs.

HVAC System Design
Indoor Air Quality Analysis
Controls – Pneumatic & DDC
Refrigeration – Ammonia & Freon



Heating
Air Conditioning
Electrical
Plumbing



Pipe Fitting, Welding & Air Piping
Cooling Towers & Pump Packages
Sheet Metal – Exhaust & Ventilation
Preventative Maintenance Agreements



1-800-GO-HURST
1-800-464-8778
Fax (616) 785-7900
2330 Lake Ave
North Muskegon, MI 49445

- **\$7,556.23** Provided labor to modify the flex duct serving the temporary dehumidification units, to accommodate other work on the concourse. Then later provided additional labor, and materials to hard duct the temporary unit in spiral ductwork, as the flex duct provided by others wasn't providing adequate airflow.
- **\$15,045.94** Provided and installed a new GPS Ionization system in the new Dry Solutions unit, which will help improve the indoor air quality in the Arena and allowed us to drastically reduce the ventilation air requirements. The ventilation air reduction will reduce your energy usage a great deal moving forward, and allowed you to capture an \$18,000.00+ Rebate Incentive from DTE Energy. **No labor charge to install!**
- **\$13,790.93** Provided labor, materials, and equipment to repair the old Munters Dehumidification system and condensing unit. Included welding the cracked compressor casing, charging the refrigeration systems, replacing casters and belts on the wheel inside the unit. Also, provided labor to perform regular site visits to continue making adjustments to the system to continue squeezing as much capacity as possible, out of the system.
- **\$1,709.12** Provided labor and materials to replace (2) circuit boards on the (2) condensing units at PEAK Training, which were destroyed by rodents.
- **\$6,185.10** Provided labor and materials to remove block at shower in Lumberjacks Shower Rm., replace shower water lines, replace shower valve and accessories, fabricate and install a new stainless steel panel to cover the opening in wall.
- **Subtotal:** \$105,109.28 – \$59,748.89 (DTE Energy & Consumers Rebates) = **Total Due \$45,360.39**

****Please note:***

We have not charged any additional labor fees for the 48.5 hours of overtime. All labor has been figured as straight time only. This equates to a labor credit of \$2,740.25.

As discussed with Matt Gongalski, we are currently in the process of installing new supply and return heating lines serving the Main Ticket Office, the Fourth St Lobby heaters, as well as Matt's office, and the Lumberjack's Office. This work is in addition to the list above.

Any additional work above and beyond the scope of work described above will be additional work, will be performed on a time & material basis, and invoiced accordingly.

Thank you for the opportunity to prepare this proposal for you. If we may be of further service, or if there's anything you'd like to discuss, please feel free to call me at 231-286-3110.

Sincerely,

Adam Schultz
aschultz@hurstind.com
231-286-3110

HVAC System Design
Indoor Air Quality Analysis
Controls – Pneumatic & DDC
Refrigeration – Ammonia & Freon



Heating
Air Conditioning
Electrical
Plumbing



Pipe Fitting, Welding & Air Piping
Cooling Towers & Pump Packages
Sheet Metal – Exhaust & Ventilation
Preventative Maintenance Agreements

Hurst Mechanical
 5800 Safety Drive
 Belmont, MI 49306
 Phone: (616) 784-4040
 Fax: (616) 785-7900
www.hurstmechanical.com



Invoice No. 16634

Page 1

B I L L T O	City of Muskegon 933 Terrace Street Muskegon, MI 49440
--	--

J O B N O	19H332 City of Musk-LC Walker Extras 955 4th Street Muskegon, MI 49440
----------------------------------	---

Invoice Date	Invoice #	Customer #	Payment Terms	Purchase Order #
12/26/2019	16634	CIT933	Net 30	Frank Peterson

Quantity	Description	Unit Price	Extended Price
1	Provided equipment, labor and materials to perform additional mechanical & plumbing work at LC Walker Arena, per attached breakdown. Total Due \$45,360.39 (\$105,109.28 - \$59,748.89 Utility Rebates). Thank you for your business! We greatly appreciate the opportunity for continued service!	45360.39	45,360.39

USE TAX PAID BY HURST MECHANICAL AT POINT OF PURCHASE IS INCLUDED IN MATERIAL CHARGE.

Net Amount
45,360.39

Hurst Mechanical
 5800 Safety Drive
 Belmont, MI 49306
 Phone: (616) 784-4040
 Fax: (616) 785-7900
www.hurstmechanical.com



Invoice No.	16560
Page	1

B I L L T O	City of Muskegon 933 Terrace Street Muskegon, MI 49440
--	--

J O B N O	19H639 City of Musk-Arena Locker Heat 470 West Western Avenue Muskegon, MI 49440
----------------------------------	---

Invoice Date	Invoice #	Customer #	Payment Terms	Purchase Order #
12/20/2019	16560	CIT933	Net 30	Matt Gongalski

Quantity	Description	Unit Price	Extended Price
1	Provided labor, equipment and materials to install new heating return lines, per Matt Gongalski, on an emergency basis. The new return lines serve the Locker Rooms and NW Concourse Restrooms, which had no heat, due to existing lines being ruptured underground.	31512.00	31,512.00
1	Includes piping insulation on all new heating return lines. Invoice based on labor and materials as of 11/25/19. Thank you for the opportunity to be of continued service! We appreciate your business!	0.00	0.00

USE TAX PAID BY HURST MECHANICAL AT POINT
 OF PURCHASE IS INCLUDED IN MATERIAL CHARGE.

Net Amount
31,512.00

ADDENDUM A TO LEASE AGREEMENT

Lease No. 522068

The following is only an addendum and shall only alter the terms and conditions of the Lease Agreement as provided herein, all other terms and conditions remain in full force and effect.

Effective January 7, 2020 the following changes have been made to Lease No. 522068 for City of Muskegon:

1. ADDITIONAL EQUIPMENT:

Replacement of heating return lines and additional mechanical & plumbing work completed on the HVAC system.

2. CHANGE IN MONTHLY PAYMENT:

Team Financial Group, Inc. agrees to amend Lease No 522068 as followed: Beginning with February 22, 2020 payment will increase \$1,200.00 per month for the 75 remaining monthly payments.

3. ORIGATION FEE

Origination fee for this addendum is \$100.00 which will be due with the February 22, 2020 payment.

EQUIPMENT ACCEPTANCE AND LEASE COMMENCEMENT

I, acting on behalf of the Lessee named above, acknowledge that I have personally inspected all Items of Equipment described in the Lease (or if designated above, the Schedule). The Equipment has been received, inspected and installed to Lessee's satisfaction and is complete, operational and in good condition and working order and satisfactory in all respects and conforms to all specifications in the Lease Agreement. Lessee hereby accepts the Equipment and acknowledges that the Lease (or Schedule, as the case may be) commences on the Date of Acceptance stated below and is NON-CANCELABLE, ABSOLUTE AND IRREVOCABLE. I understand that Lessor will, and Lessee hereby authorizes Lessor to, purchase the Equipment in reliance on this Acceptance Certificate. The term of the Lease (or Schedule) commences on the Date of Acceptance and Lessee will commence paying rent on such date. I am authorized to sign this Acceptance Certificate on behalf of Lessee. Capitalized terms used herein shall have the meanings assigned to them in the Lease, except, as the context shall require.

City of Muskegon:



Signature

Title



Date

Team Financial Group, Inc.:

Matt Maczka, President

Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 14, 2020	Title: Metro Act Permit ACD extension
Submitted By: Joel Brookens	Department: Public Works
Brief Summary: Approve the extension of an existing Metro Act permit from ACD.net to access and use the public right-of-way within the city.	
Detailed Summary: KEPS Technologies, Inc dba ACD.net, currently holds a Metro Act permit with the City of Muskegon. That agreement is set to expire on 2/10/2020. ACD.net has requested a five year extension, to the date of 2/10/2025.	
Amount Requested: none	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approve the extension to Metro Act permit for ACD.net.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



November 26, 2019

City of Muskegon
933 Terrace St
Muskegon, 49440

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear City of Muskegon:

We, KEPS Technologies, Inc. dba ACD.net; would like to extend the existing METRO Act we have with your municipality. Our current agreement expires on 2/10/2020. We would like to extend the agreement to 2/10/2025

If you agree with this extension, please sign both copies of this agreement on the lines provided below and return within 30 days to KEPS Technologies, Inc. dba ACD.net at the address listed on the letterhead. ACD will countersign both and return one copy for your files.

Additional information regarding this renewal request and other METRO Act information, may be found at <http://www.michigan.gov/mpsc/>.

If you have any questions, please contact the Permitting Department at 517-999-9999.

Thank you for your time and cooperation in this matter that both benefits you and your constituents.

**Agreed to on behalf of
City of Muskegon:**

Name: _____

Signature: _____

Date: _____

**KEPS Technologies, Inc. dba ACD.net
acknowledges receipt of this Permit
Extension**

Name: Steve Schoen

Signature: 

Date: 11-26-19

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 14, 2020	Title: Metro Act Permit Charter update
Submitted By: Joel Brookens	Department: Public Works
Brief Summary: Approve the modification to an existing Metro Act permit from Charter Communications LLC to access and use the public right-of-way within the city.	
Detailed Summary: Charter applied for and was granted a Metro Act permit from the City of Muskegon in 2014 with a term of 15 years. The Metro Act permit was obtained to allow for Charter to provide data services to commercial customers. In keeping with section 2.1 of the Metro Act form, Charter is providing the attached map and description as an update.	
Amount Requested: none	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approve the update to Metro Act permit for Charter Communication.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



December 5, 2019



Via Federal Express, Signature required

Ms. Ann Meisch, City Clerk
City of Muskegon
933 Terrace Street
Muskegon, MI 49440
(231) 724-6705

Dear Ms. Meisch:

Charter applied for and was granted a Metro Act permit (bilateral) from the **City of Muskegon** in 2014 with a term of 15 years. The Metro Act permit was obtained to allow for Charter to provide data services to commercial customer(s). Charter is hereby advising the City of Muskegon of a modification to Exhibit A (see attached map).

In keeping with section 2.1 of the Metro Act form, we are providing the attached map and description as an **update** to Exhibit A. Additional background/information is below:

Description of Project:

- Charter Spectrum was contracted to provide data services to a business located at 1500 E Sherman Blvd, Muskegon, MI 49444

Route of project:

- The route will start at North side of Sherman Blvd and Worden St. and will use 2" directional boring 1.25" conduit 24ct armored fiber from Sherman Blvd & Worden St East then progressing for approximately 200 feet along the North side of Sherman Blvd to the corner of Sherman Blvd and the Entrance to Mercy Hospital.
 - Pending approval, we expect to start construction immediately and have the project completed within 90 days.

I will follow-up with you to confirm you received this update and I respectfully ask that you file this letter and map(s) with the City records. Should you have questions, you may contact me at (616) 607-2377 or via email at Marilyn.Passmore@Charter.com.

Thank you,

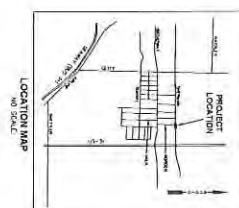
Marilyn Passmore
Director, State Government Affairs
Charter Michigan

Attachment (Map)

- Information on Metro Act permits can be found on the Michigan Public Service Commission website
<http://www.michigan.gov/mpsc>

Cc Rick Rousseau, Construction Manager, Charter
Dave Young, Construction Supervisor, Charter

| 855.75.SPECTRUM | 4670 East Fulton
| www.spectrum.com | Suite 102
| Ada, MI 49301



1500 E. SHERMAN BOULEVARD - CHARTER #1464104

[illegible]

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 14, 2020	Title: Janitorial Services
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting authorization to approve a janitorial contract with Goodwill Industries of West Michigan to provide services at City Hall and the Public Works building.	
Detailed Summary: Staff solicited bids for a new 3 year janitorial contract (with a 4th year option) for City Hall and Public Works buildings. There were three bidders for the contract. The three year bid total for the contract was as follows: • Professional Building Services - \$142,230.00 • Goodwill Industries of West Michigan - \$145,668.32 • Reliant Professional Cleaning - \$236,656.00 Staff is recommending the contract be awarded to the second low bidder; Goodwill Industries West Michigan. Goodwill Industries West Michigan bid total for the three (3) year contract is 2.4% (\$3,438.32) higher than the low bidder. Goodwill is based within the City of Muskegon and eligible for local preference. In addition Goodwill provides opportunities that encourage social equity in the community. Being locally based and providing additional social equity programs in the community resulted in staff recommending Goodwill be awarded the contract. Both of the two low bid firms had positive references and either are deemed qualified to complete the work as described.	
Amount Requested: \$145,668.32 (3-Years)	Amount Budgeted: \$145,668.32 (3-Years)
Fund(s) or Account(s): 101-60265-5346 642-60442-5346	Fund(s) or Account(s): 101-60265-5346 642-60442-5346

Recommended Motion:

Authorize staff to award the City Hall and Public Service Building janitorial contract to Goodwill Industries West Michigan for three years in the amount of \$145,668.32 with an optional 4th Year at \$49,000.00.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

JANITORIAL SERVICES CONTRACT 2014 - 2017

BIDDERS LIST - AS READ

	CONTRACTOR	PRESENT FOR PREBID*	BID BOND (Yes/No)	YEAR 1	YEAR 2	YEAR 3	YEAR 4 (Optional)	TOTAL
1	Reliant Cleaning	X						
2	Goodwill Industries of West Michigan	X						
3	CSM Services	X	N/A					Will not be submitting bid.
4	Mark Zervas	X						
5	Tru Clean	X						

*Bids will not be considered from any contractor that did not have a representative present for the mandatory pre-bid meeting held on Tuesday, March 18th, 2014

***Release/Relief of Bid Bonds- Bid Bonds will be released to the unsuccessful bidder(s) upon the contract being awarded by City Commission on/or about April 8th, 2014**

***Bid Closing/Bid Closed** - Tuesday, March 25 2014 @ 2:00 pm

***Bids As-Read** - Will be posted to our website by Tuesday, March 25th or Wednesday, March 26th. Please visit our website at www.shorelinecity.com. Select "BIDS"

***Bid Tabulations-** Will be posted to our website at www.shorelinecity.com as soon as the numbers are verified. No later than Friday, March 28th, 2014

Thank you to all who have submitted their Bids. Questions, please contact the Engineering Department at 231.724.6707

CITY OF MUSKEGON JANITORIAL SERVICES 2020-23
BID TABULATION 12/17/19

CONTRACTOR	<i>Reliant Professional Cleaning Inc.</i>									
ADDRESS	<i>216 N. 7th St., Grand Haven, MI 49417</i>									
	YEAR 1	YEAR 1 / MTH	YEAR 2	YEAR 2 / MTH	YEAR 3	YEAR 3 / MTH	YEAR 4 (OPT)	YEAR 4 / MTH	TOTAL 3 YR CONTRACT	TOTAL 4 YR CONTRACT
PUBLIC SERVICE BUILDING	\$ 24,220.00	\$ 2,018.33	\$ 25,356.00	\$ 2,113.00	\$ 26,472.00	\$ 2,206.00	\$ 28,104.00	\$ 2,342.00	\$ 76,048.00	\$ 104,152.00
CITY HALL	\$ 51,840.00	\$ 4,320.00	\$ 53,544.00	\$ 4,462.00	\$ 55,224.00	\$ 4,602.00	\$ 58,020.00	\$ 4,835.00	\$ 160,608.00	\$ 218,628.00
ALL SITES	\$ 76,060.00		\$ 78,900.00		\$ 81,696.00		\$ 86,124.00		\$ 236,656.00	\$ 322,780.00
CONTRACTOR	<i>Goodwill Industries of West Michigan, Inc.</i>									
ADDRESS	<i>271 East Apple Ave., Muskegon, MI 49442</i>									
	YEAR 1	YEAR 1 / MTH	YEAR 2	YEAR 2 / MTH	YEAR 3	YEAR 3 / MTH	YEAR 4 (OPT)	YEAR 4 / MTH	TOTAL 3 YR CONTRACT	TOTAL 4 YR CONTRACT
PUBLIC SERVICE BUILDING	\$ 14,000.00	\$ 1,166.67	\$ 14,000.00	\$ 1,166.67	\$ 14,500.00	\$ 1,208.33	\$ 14,500.00	\$ 1,208.33	\$ 42,500.00	\$ 57,000.00
CITY HALL	\$ 34,334.16	\$ 2,861.18	\$ 34,334.16	\$ 2,861.18	\$ 34,500.00	\$ 2,875.00	\$ 34,500.00	\$ 2,875.00	\$ 103,168.32	\$ 137,668.32
ALL SITES	\$ 48,334.16		\$ 48,334.16		\$ 49,000.00		\$ 49,000.00		\$ 145,668.32	\$ 194,668.32
% Over Low Bid	1.95%		1.95%		3.35%		3.35%			
CONTRACTOR	<i>Professional Building Services</i>									
ADDRESS	<i>1540 Hendrick Rd., Norton Shores, MI 49441</i>									
	YEAR 1	YEAR 1 / MTH	YEAR 2	YEAR 2 / MTH	YEAR 3	YEAR 3 / MTH	YEAR 4 (OPT)	YEAR 4 / MTH	TOTAL 3 YR CONTRACT	TOTAL 4 YR CONTRACT
PUBLIC SERVICE BUILDING	\$ 13,770.00	\$ 1,147.50	\$ 13,770.00	\$ 1,147.50	\$ 13,770.00	\$ 1,147.50	\$ 13,770.00	\$ 1,147.50	\$ 41,310.00	\$ 55,080.00
CITY HALL	\$ 33,640.00	\$ 2,803.33	\$ 33,640.00	\$ 2,803.33	\$ 33,640.00	\$ 2,803.33	\$ 33,640.00	\$ 2,803.33	\$ 100,920.00	\$ 134,560.00
ALL SITES	\$ 47,410.00		\$ 47,410.00		\$ 47,410.00		\$ 47,410.00		\$ 142,230.00	\$ 189,640.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 14, 2020	Title: Vehicle Charging Stations
Submitted By: Leo Evans	Department: Public Works
Brief Summary: The Department of Public Works is requesting approval to purchase and install (3) Vehicle Charging Stations.	
Detailed Summary: The Department of Public Works is requesting to purchase (3) Chargepoint car charging stations and have Windemuller install the stations for \$28,460.00. Staff is recommending replacement of the existing station at Pere Marquette Park, replacement of the existing station at Western/1st and installation of a new station on Western Avenue near the CVB. Staff is recommending we decline the 4th location (Morris/3rd) at this time. Consumers Energy has awarded us \$15,000.00 in grants (\$5,000.00 per unit) and the Community Foundation will contribute at least \$8,140.00 to help fund the project. With those contributions the net cost to the city is \$5,320.00.	
Amount Requested: \$28,460.00 - \$15,000.00 - \$8,140.00 = \$5,320.00	Amount Budgeted: \$0
Fund(s) or Account(s): 404 (Public Improvement)	Fund(s) or Account(s):
Recommended Motion: Authorize staff to contract with Windemuller Electric for the purchase and installation of three (3) Chargepoint Electric Vehicle Charging Stations for a total cost of \$28,460.00 and authorize the City to accept the funding from Consumers Energy and the Community Foundation to partially offset the cost of this project.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

September 27, 2019

Doug Sayles
City of Muskegon
1350 E. Keating Ave.
Muskegon MI.

Project: Charge-point car charging stations.
Project #TJV19-237

Dear Doug,

This proposal is for labor, material and equipment to complete the following:

Western and 6th street location.

- Furnish and install 2- new 2-pole 40 amp breakers and 1- 20 single pole breaker in the existing service panel.
- Trench and install 1- 1-1/4" PVC conduit and wiring from the existing panel, NE approx. 35' to the new charging station.
- Furnish and install concrete base and 1- new Chargepoint CT 4021-GW-1 Dule Output bollard mount charger.
- Furnish and install 2- 4" bollard bumper posts on each side of the car charger.
- Included in price is (2)- 1 year prepaid Commercial Cloud Plan, (1)-1 year Prepaid Assure Plan, (1)- support activation, and (1)- Support site validation cost.
- Shipping cost.
- Electrical Permit.

Note: Consumers may require a longer Commercial and Assure plan for the rebate.

Cost for this installation is \$ \$14,980.00

Staff recommends
declining this
option at this time.

Morris and 3rd street location.

- Furnish and install 2- new 2-pole 40 amp breakers and 1- 20 single pole breaker in the existing service panel.
- Trench and install 1- 1-1/4" PVC conduit and wiring from the existing panel, NE approx. 45' to the new charging station.
- Furnish and install concrete base and 1- new Chargepoint CT 4021-GW-1 Dule Output bollard mount charger.
- Furnish and install 2- 4" bollard bumper posts on each side of the car charger.
- Included in price is (2)- 1 year prepaid Commercial Cloud Plan, (1)-1 year Prepaid Assure Plan, (1)- support activation, and (1)- Support site validation cost.
- Shipping cost.
- Electrical Permit.

Note: Consumers may require a longer Commercial and Assure plan for the rebate.

Cost for this installation is \$ \$14,980.00

1st and Western Ave. (Trade in)

- Disconnect and remove the existing Chargepoint charger, wiring, and concrete base.
- Furnish and install a new concrete base for the new Chargepoint charger station.
- Trench and install 1- 1-1/4" PVC conduit and wiring from the existing location, SE approx. 30' to the new charging station location.
- Furnish and install 2- 40 amp circuits and 1- 20 amp circuit for the new Chargepoint CT 4021-GW-1 Dule Output bollard mount charger.
- Furnish and install 2- 4" bollard bumper posts on each side of the car charger.
- Included in price is (2)- 1 year prepaid Commercial Cloud Plan, (1)-1 year Prepaid Assure Plan, (1)- support activation, and (1)- Support site validation cost.
- Shipping cost.

AUTOMATION | COMMUNICATIONS & IT | ELECTRICAL | OUTDOOR UTILITIES | RENEWABLE

Corporate Headquarters: 1176 Electric Avenue - Wayland, MI 49348 | 800.333.3641 | 616.877.8770
Mid Michigan Branch: 2936 Venture Drive - Midland, MI 48640 | 989.631.2023
Northern Michigan Branch: 1714 Northern Star Drive - Traverse City, MI 49696 | 800.891.5319 | 231.935.4800
Other Michigan Locations: Big Rapids | Kalamazoo | Petoskey | Whitehall

windemuller.us

- Electrical Permit.

Cost for this installation is \$ \$7,520.00

Note: Consumers may require a longer Commercial and Assure plan for the rebate.

Pere Marquette Park (Trade in)

- Disconnect and remove the existing Chargepoint charger, from the existing concrete base.
- Furnish and install 1 additional- 40 amp circuit for the new Chargepoint CT 4021-GW-1 Dule Output bollard mount charger.
- Included in price is (2)- 1 year prepaid Commercial Cloud Plan, (1)-1 year Prepaid Assure Plan, (1)- support activation, and (1)- Support site validation cost.
- Shipping cost.
- Electrical Permit.

Cost for this installation is \$ \$5,960.00

Note: Consumers may require a longer Commercial and Assure plan for the rebate.

Notes:

1. These prices do not reflect the consumers Rebate of \$5000.00 per new location charger station.
2. This proposal does not include the cutting and removal/ replacement of the stamped concrete at the 1st and Western location.
3. Consumers may require a longer Commercial and Assure plan for the rebates.
4. Signs for charging stations are not included in these prices.

This proposal is valid for 30 days.

Thank you for the opportunity to provide a proposal for your requirements. If you have any questions, please feel free to contact us.

Sincerely,



Tim VanderPloeg
Outdoor Utilities Manager

Accepted by _____ Printed Name _____

Purchase Order _____ Date _____

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 13, 2020	Title: Urban Deer Management
Submitted By: Wyatt Eggleton	Department: Public Works

Brief Summary:

Staff is bringing forward a Cooperative Service Agreement and Work Initiation Document with the United States Department of Agriculture (USDA) and a Damage and Nuisance Control Permit with the Michigan Department of Natural Resources (MDNR) for Urban Deer Management within the City of Muskegon. All three items are on the agreement for consideration at the January 14th, 2020 Commission Meeting.

Detailed Summary:

This USDA Agreement is the culmination of the research and efforts that have been put into this program. If approved the USDA will work with the City and private land owners to set up baiting stations. The USDA will make one trip to set up the bait station which will then in the interim be manned by the city as needed, after the bait stations are active the USDA will provide sharpshooters for 4-5 nights to cull deer at the bait stations. The number of deer to be culled is still pending receipt of the final nuisance permit from MDNR but is anticipated to be in the range of 20-40 with early indications being towards the higher end of that range.

The MDNR agreement is still a draft though we expect very little changes going forward. It still requires review from the statewide whitetail deer supervisors before issuance. The permit outlines the maximum allowable harvest to be set at 30 animals and spells out additional conditions including the allowable timeframes.

During the nights of the cull DPW and PD will have staff on hand to ensure public safety and assist with the handling and transporting of any culled animals.

USDA will collect samples from the animals for disease testing, and the city will be informed of any tests that are determined positive for disease. The remainder of the animal will be transported to Public Works for temporary storage before being transferred onto a processor. The city will work with the non-profit group Sportsmen Against Hunger to have the animals processed with all meat to be donated to local charity groups.

The USDA portion of this work is defined as \$12,906.57 for one (1) setup visit and four-five (4-5) trips to cull animals. USDA will cull as many animals as possible up to the maximum allowable under our MDNR nuisance permit. City DPW and PD staff will have additional costs involved with

staffing these events and transporting animals. Processing costs are covered by Sportsmen Against Hunger. Total estimated cost for the cull is estimated in the range of \$20K.

Amount Requested: \$12,906.57 USDA

Amount Budgeted:

Fund(s) or Account(s):

Fund(s) or Account(s):

Recommended Motion: Authorize staff to sign the Cooperative Services Agreement and Work Initiation Document with the United States Department of Agriculture (USDA) and a Damage and Nuisance Control Permit with the Michigan Department of Natural Resources (MDNR).

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

COOPERATIVE SERVICE AGREEMENT
between
The City of Muskegon
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to assist the City of Muskegon by providing lethal removal of white-tailed deer in areas with high numbers of complaints and damage.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;
City of Muskegon:
Wyatt Eggleton
1350 E Keating Ave
Muskegon, MI 49442
(231) 724-6988
Wyatt.eggleton@shorelinecity.com
2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
APHIS-WS State Director:
Anthony G. Duffiney
2803 Jolly Rd, Suite 100
Okemos, MI 48864
(517) 336-1928
anthony.g.duffiney@usda.gov
2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

Select billing frequency: Monthly or Quarterly

(Default frequency will be Quarterly)

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on 01 January 2020 and shall continue through 01 April 2020, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: _____

APHIS-WS's Tax ID: 41-0696271

Cooperator:

City of Muskegon
Wyatt Eggleton
1350 E Keating Ave
Muskegon, MI 49442

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Anthony G. Duffiney, State Director
USDA, APHIS, WS
2803 Jolly Rd, Suite 100
Okemos, MI 48864

Date

Prepared by (APHIS-WS employee): Earl Krom

WORK PLAN

In accordance with the Cooperative Service Agreement between **the City of Muskegon** and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Plan of Action

At the request of the City of Muskegon Wildlife Services will remove white-tailed deer. Management will include the lethal removal by permit from the Michigan Department of Natural Resources. This agreement will allow for one set-up trip prior to the management effort and then four subsequent nights of deer removal. Wildlife Services will utilize suppressed firearms from vehicles, ground blinds and elevated stands. Wildlife Services will assist with field dressing and preparation for transport from the site for donation.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$8,292.39
Travel		\$660.00
Vehicles		\$320.00
Other Services		N/A
Supplies and Materials		\$425.00
Equipment		\$453.27
Subtotal (Direct Charges)		\$10,150.66
Pooled Job Costs	11.00%	\$1,116.57
Indirect Costs	16.15%	\$1,639.33
Aviation Flat Rate Collection		N/A
Agreement Total		\$12,906.57
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$12,906.57		

Cooperator Financial Point of Contact:

Wyatt Eggleton
 1350 E Keating Ave
 Muskegon, MI 49442
 (231) 724-6988

Wyatt.eggleton@shorelinecity.com

APHIS-WS State Financial Point of Contact:

Mandy Hight, Budget Analyst
 2803 Jolly Rd, Suite 100
 Okemos, MI 48864
 (517) 318-3462

mandy.hight@usda.gov

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES		1. _____ Work Initiation Document Number	2. ____/____/____ MM DD YYYY
WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT			
SECTION 1	3. TYPE OF WORK INITIATION DOCUMENT (<i>mark all that apply</i>):		
	☐ Private Property ☐ Temporary ☐ Non-Private Property Assign to These Special Groups ☐ Adjacent Landowner ☐ Amendment to a Work Initiation Doc. ☐ Amendment to Existing Work Initiation Doc. a. _____ b. _____ c. _____ d. _____		
SECTION 2	4. Cooperator's Name		
	_____ Last _____ First _____ Middle		
	5. Cooperator's Address		
	_____ Street _____ City		
	Where will work be performed? (<i>give address or directions, if different from above</i>) _____		
SECTION 3	6. Business/Farm/Ranch/or Common Name		7. _____
			State _____ ZIP Code _____
	8. Owner's or Representative's Name		9. _____
	(If different from Cooperator's)		Cooperator Telephone Number _____
SECTION 3	11. WS Employee and Work Location Information:		12. Land Class Information:
	_____ WS Employee Name		Land Class _____ Acres _____
	_____ County		1. _____
	_____ State		2. _____
			3. _____
SECTION 3			4. _____
			Total Acres _____
	13. Adjoining Property Work Information Document Number(s):		14. Species Information:
	1. _____		1. _____
	2. _____		2. _____
3. _____		3. _____	
4. _____		4. _____	
		☐ 15. If box is checked, attachment lists additional species.	
SECTION 4	16. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Section 3 Item 14. (and Item 15., if applicable), I, the undersigned cooperator or cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices:		
	COMPONENTS: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ ☐ If box is marked, an attachment lists additional methods or devices.		
SECTION 5	17. I, the cooperator or cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS, (to include its officers, employees and agents) will: exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 14. (and Item 15., if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS, WS, will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.		
	18. In consideration of these understandings and of the benefits to be derived, I, the cooperator or cooperator's representative, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document, any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 14. (and Item 15., if applicable) unless such use of said toxicant is agreed to by APHIS in writing.		

SPECIAL CONSIDERATIONS:

SIGNATURE AND TITLE (<i>Landowner, Lessee, or Administrator</i>)	TELEPHONE NUMBER	ADDRESS	DATE
SIGNATURE AND TITLE (<i>APHIS Representative</i>)	TELEPHONE NUMBER	ADDRESS	DATE

Instructions for Completing WS Form12A

Work Initiation Document for Wildlife Damage Management

Section 1 – Basic Work Initiation Information Item

1. **Work Initiation Document Number** - Record the assigned number for this document.
2. **Date** - Enter the date the form is completed.
3. **Type of Document** - Record the type of Work Initiation Document by marking the appropriate box(es).

Hint: A Work Initiation Document may have more than one characteristic.

Example: A Work Initiation Document can be a Temporary and Urban Document.

Assign to Special Groups: If this Work Initiation Document is to be tracked by special groups which are serviced, list them in this item.

Section 2 – Items in this Section capture data about the Cooperator

4. Enter name of cooperator as it appears on the cooperative service agreement, cooperative service field agreement, Memorandum of Agreement or Understanding, or as it appears in the cooperator's business references.
5. Enter the cooperator's address and alternate address or location if the primary address is different from the site where the work will be done.
6. Enter the name of the cooperator's business, farm, or ranch, if applicable.
7. Enter the State abbreviation and the ZIP Code.
8. Enter the name of the owner or cooperator's representative if it is different from the cooperator name, the area code, and telephone number of the owner.
9. Enter the Cooperator's telephone number, including the area code.
10. Enter the property owner's address (or property owner's representative's work address if this is a non-private agreement), including the ZIP Code even if it is the same as item 6. NOTE: If the cooperator's address in Item 5 is also the address of the owner, you need not complete this item.

Section 3 – Information about the WS employee conducting activities, the property being worked on, and the species being addressed is captured in this Section

11. **Employee Name, County and State** - In this subsection, record the name of the WS employee, and the State and county for the site where the work is being performed.
12. **Land Class** - Record the land class being worked on, and enter the number of acres for that land class. Record the total acres by summing all entries in the "Acres" column.
13. **Adjoining Property** - If the Work Initiation Document allows you to work on an adjoining property as part of the project, you must have additional Work Initiation Documents signed by those adjoining land owners/managers. The Work Initiation Document numbers for those properties go in this subsection.
14. **Species/Codes** - List the names of the species that will be targeted during the damage management activities. Official MIS abbreviations for the names of the species may be used.
15. **Additional Species** - If more species are targeted than can be entered in this block, mark this box and attach the WS Form 12A Addendum listing them.

Section 4 – Component Use Information

16. **Components** - List the type of components that will be used in the wildlife damage management activity. If more components are to be used than can be entered in the available space, mark this box in this Section and attach the WS Form 12A Addendum listing them.

Section 5 – Work Initiation Considerations – WS Responsibilities

17. Allow the cooperator to read this section, or alternately, read it to the cooperator before signatures are affixed.

Section 6 – Work Initiation Considerations – Cooperator Responsibilities

18. Allow cooperator to read this section, or alternately, read it to the cooperator before signatures are affixed.

Section 7 – Special Considerations

19. **Special Considerations** - If any special considerations are agreed to for this project, enter them in this Section.

Section 8 – Signatures/Dates

20. Obtain the signature and address of the landowner, lessee, administrator, or representative of the project land(s). Enter a date when the document was signed.
21. The WS employee completing the form signs and enters the official title, telephone number, address, and date. Provide a copy to the cooperator after signature; keep one copy for your files, provide one copy to the State Office, and provide copies to other WS personnel/offices, as appropriate. The Privacy Act Notice required to be given to the cooperator is on the back of the Cooperator Copy of this form.

Privacy Act Notice

Title 5, United States Code, Section 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

Authority for Requesting Information

Title 7, United States Code, Section 426-426c, and Title 16 United States Code, Section 667, authorizes officers, agents, and employees of USDA, APHIS, Wildlife Services, to conduct a program of wildlife service's and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

Nature of Your Disclosure of Information

Disclosure of information solicited by USDA, APHIS, and Wildlife Services, is voluntary.

Principal Purpose for Which the Information is Solicited

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

Routine Uses Which May be Made of the Information

The routine uses which may be made of the information are:

Routine use 1 permits disclosure to cooperative State government officials, employees, or contractors, as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;

Routine use 2 permits disclosure to the appropriate agency, whether Federal, State, local, or foreign, charged with the responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;

Routine use 3 permits disclosure to the Department of Justice when the agency, or any component thereof, or any employee of the agency in his/her official capacity, or any employee of the agency in his/her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;

Routine use 4 permits disclosure for use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his/her official capacity, or any employee of the agency in his/her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;

Routine use 5 permits disclosure to appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security or integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm.

Routine use 6 permits disclosure to USDA employees or contractors, partner agency employees or contractors, or private industry employees to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse.

Routine use 7 permits disclosure to the National Archives and Records Administration or to the General Services Administration for records management inspections conducted under 44 U.S.C. §§ 2904 and 2906.

Effects of Failure to Furnish Information

Failure to provide the solicited information will not subject you to penalties or adverse consequences.

Attachment:

The City of Muskegon agrees that it has reviewed the area where the activities will be conducted and certifies that **either** 1) the area where activities will be conducted contains no school zones, as defined by 18 U.S.C. 921(a)(25) and 922(q); **or** 2) that all schools that have a school zone within the area where activities will be conducted have approved the program activities as described in this Agreement and Work Plan, in accordance with 18 USC 922(q).

**DAMAGE AND NUISANCE ANIMAL CONTROL PERMIT**

Issued under the authority of Act 451, P.A. 1994, as amended.
Failure to comply with the provisions of this permit may result in criminal prosecution.

DNR USE ONLY
Permit for:

- ☒ Damage Concerns
☒ Safety Concerns

PERMITTEE INFORMATION

Name of Permittee City of Muskegon; contact, Wyatt Eggleton	LED District 7	WLD Region SW	Date
Address 1350 E. Keating	County Muskegon	Section-Town-Range T10N-R17W; Sec 28, 33, 34	
City, State, ZIP Code Muskegon, MI. 49442	Telephone Number 231-724-6988	E-mail Address wyatt.eggleton@shorelinocity.com	
Type and Extent of Damage or Safety Issue Increasing number of car/deer accidents, citizen complaints, landscape damage, and threat of Lyme disease.	Estimated Number and Wildlife Species Causing Damage 40-50		

CONTROL PERMIT

Under authority of Section 324.40114(4), Act 451, PA. 1994, and orders established thereunder, permission is hereby granted for following conditions:

Method Permitted: ☐ Trapping ☒ Shooting ☐ Other: _____

Species: ☐ Beaver ☐ Muskrat ☒ Deer ☐ Birds (Verify USFWS Permit) ☐ Other: _____

Location: ☒ Above Location ☒ Specific Location: Bluffton and Beachwood neighborhoods, and other sites in the area.

Kill Tag #'s (deer only): 159670 through 159699, inclusive (30 total)

Disposal Instructions: City of Muskegon responsible for collection, transport, and processing deer for human consumption. Heads to be turned over to DNR upon request, for disease monitoring. Under terms of the USDA urban deer control permit, no more than 2 gal. of bait at one time will be allowed in a 10'x10' site to insure safe and efficient removal of deer.

Duration of Permit

From: January 15, 2020

To: March 31, 2020

Signature (Biologist/Conservation Officer Issuing Permit)

Date

NOTICE TO PERMITTEE

The State of Michigan is not liable for damage caused by wildlife. The State of Michigan does not have the legal authority to enforce protection to landowners from damage caused by wildlife. Permits shall expire on or before December 31 of the year issued. Permits may not be in effect on lands or waters open to hunting and/or trapping for game animals during their respective seasons. Under the conditions set forth in this permit, the permittee is authorized to engage individuals and nuisance animal control companies to effectively control damage caused by wildlife. The cost of all control measures undertaken shall be the responsibility of the permittee.

Control of damage caused by protected migratory birds requires acquisition of a federal permit, issued by the US Fish and Wildlife Service. If issued, the federal US Fish and Wildlife Service permit will become your state authorization. A copy will be provided to the State by the US Fish and Wildlife Service. Actions taken outside of the authority granted by this permit, or violations of the terms and conditions of this permit may result in criminal prosecution.

Permittee hereby releases, waives, discharges, and covenants not to sue the State of Michigan, its departments, officers, employees, and agents, from any and all liability to Permittee, its officers, employees, and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this permit. Permittee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this permit; (2) the activities authorized by this permit; and (3) the use or occupancy of the premises which are the subject of this permit by the permittee, its employees, contractors, or its authorized representatives. I understand that I am required by law to complete the FINAL REPORT portion of this permit upon completion of all control activities or expiration of this permit, whichever occurs first, and submit to the address specified on the Final Report (page 2).

By signing, I agree to the instructions and terms and conditions as stated.

Permittee Signature

Date



DAMAGE AND NUISANCE ANIMAL CONTROL PERMIT FINAL REPORT

Complete this FINAL REPORT upon completion of control activities, or expiration of this permit (December 31 of year issued), whichever occurs first, and submit to the address specified below.

Permittee City of Muskegon; contact, Wyatt Eggleton		Date
Address 1350 Keating	County Muskegon	Section-Town-Range T10N-R17W; Sec. 28, 33, 34
City, State, ZIP Code Muskegon, MI. 49442	Telephone Number 231-724-6988	E-mail Address wyatt.eggleton@shorelin necity.com
Date Control Activities Ceased	Number and Type of Wildlife Taken	Method of Disposal of Wildlife Taken

I certify that I have complied with all the provisions of this permit as stated upon page 1 of this permit.

Permittee Signature

Date

Submit Final Report to (Filled out by DNR Employee):

District or Wildlife Office

Muskegon SGA

Department

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

Address

7600 Messinger Rd.

City, State, ZIP Code

Twin Lake, MI. 49457



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 1/14/20	Title: Rezoning of 190 Wood St
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to rezone the property at 190 Wood St from RM-1, Low Density Multi-Family Residential to B-4, General Business District, by SYP Leasing, LLC.	
Detailed Summary: The Planning Commission unanimously recommended approval of the rezoning at their December meeting.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the rezoning of 190 Wood St from RM-1, Low Density Multi-Family Residential to B-4, General Business.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

PLANNING COMMISSION STAFF REPORT EXCERPT

December 12, 2019

SUMMARY

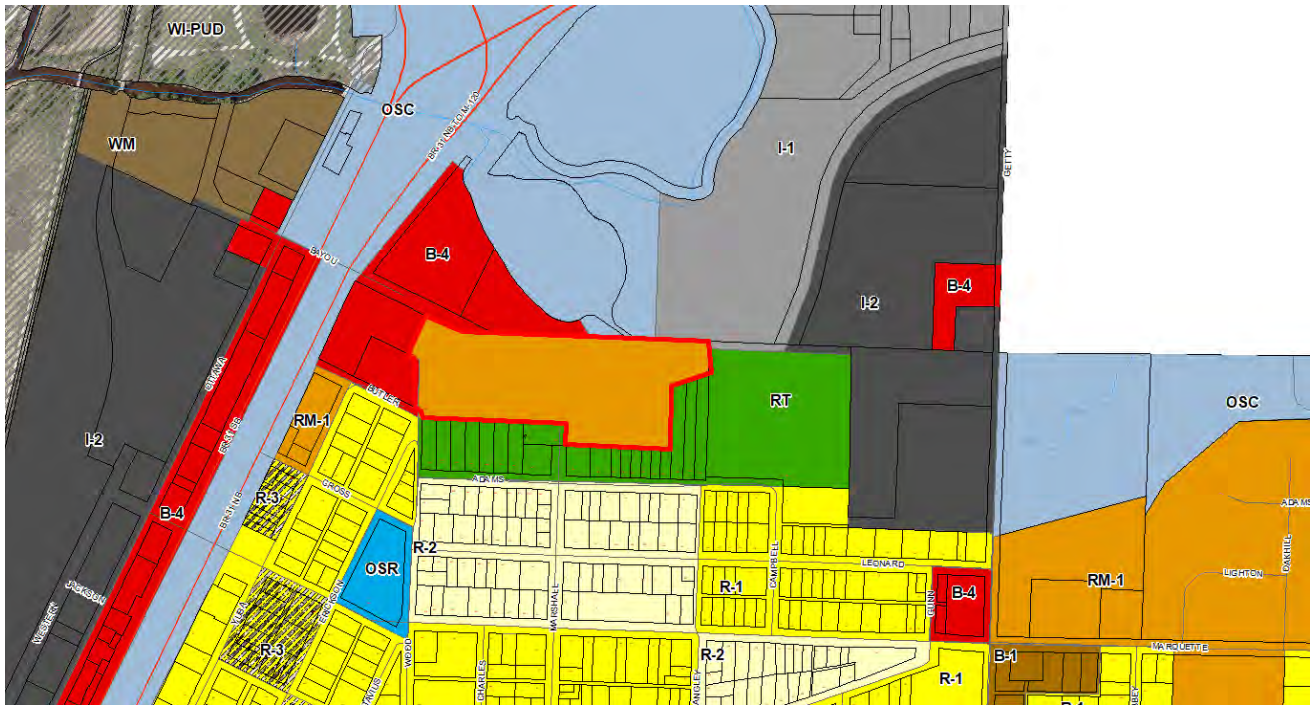
1. The property is accessible from Bayou St, which is located off the Moses Jones Parkway.
2. The parcel measures 12.5 acres and is zoned RM-1, Low Density Multi-Family Residential.
3. The property has been mostly vacant in the recent past, only being used for indoor storage with the existing buildings on site. However, one of the buildings is on the dangerous buildings list and the potential buyer would plan to demo it. He would only keep the steel frame building.
4. The potential buyer is proposing to use the remaining building for indoor storage and would also like to store a fleet of business vehicles outside. The outdoor storage of fleet vehicles in conjunction with a business is considered a change of use, so the rezoning is required.
5. The applicant is only requesting to rezone a portion of the property to B-4. Please see the map on the following pages that depicts the portion to be rezoned.
6. A portion of the property is located in the flood zone, please see the Flood Map on the following pages.
7. Please see the zoning ordinance excerpt on B-4 Zones.

190 Wood St





Zoning Map



Aerial View



Flood Map



Portion to be Rezoned



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for 190 Wood St from RM-1, Low Density Multi-Family Residential to B-4, General Business.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for 190 Wood St from RM-1, Low Density Multi-Family Residential to B-4, General Business.

CITY OF MUSKEGON REVISED PLAT OF 1903 THAT PART OF BLKS 4 5 & 127 DESC AS FOLS COM @ NE COR BLK 4 FOR POB TH S 00D 15M 08S ALG E LN BLK 4 142.74 FT TH S 71D 23M 20S W 173.32 (RECORDED AS 173.53 FT) TO A POINT 197.97 FT S OF NW COR BLK 4 TO LN BET BLKS 4 & 5 TH S 00D 15M 37S E ALG BLK LN 303.19 FT TO SE COR BLK 5 TH S 89D 58M 53S W ALG S LN BLK 5 460.29 FT TH N 00D 05M 00S W PAR TO E LN WOOD ST 100.00 FT TH S 89D 58M 53S W 660.00 FT TO E LN WOOD ST TH N 00D 05M 00S W ALG E LN 34.84 FT TO N LN BUTLER ST TH N 60D 30M 30S W ALG N LN 18.16 FT TO CL VAC PORTION WOOD ST AS RECORDED IN L 1578 P 340 MUSKEGON COUNTY RECORDS TH N 00D 05M 00S W ALG CL 226.59 FT TH S 89D 55M 00S W 16.50 FT TO POINT ON E LN LOT 9 BLK 127 & EXTENSION OF LN BET LOTS 3 & 4 BLK 127 THROUGH LOT 9 TH N 64D 48M 50S W ALG EXTENSION LOT LN 46.04 FT TO CL OF 20 FT VAC ALLEY RECOR'D IN L 1460 P 40 LYING IN BLK 127 TH N 23D 56M 00S E ALG CL 189.97 FT TO SLY LN BAYOU ST TH S 66D 07M 09S E ALG SLY LN 169.40 FT TO N LN BLK 5 TH N 89D 58M 24S E ALG N LN 1122.48 FT TO POB

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC
City Clerk

CERTIFICATE (Rezoning 190 Wood St from RM-1 to B-4)

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 14th day of January 2020, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2020

Ann Meisch, MMC
Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on January 14, 2020, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 190 Wood St from RM-1 to B-4:

CITY OF MUSKEGON REVISED PLAT OF 1903 THAT PART OF BLKS 4 5 & 127 DESC AS FOLS COM @ NE COR BLK 4 FOR POB TH S 00D 15M 08S ALG E LN BLK 4 142.74 FT TH S 71D 23M 20S W 173.32 (RECORDED AS 173.53 FT) TO A POINT 197.97 FT S OF NW COR BLK 4 TO LN BET BLKS 4 & 5 TH S 00D 15M 37S E ALG BLK LN 303.19 FT TO SE COR BLK 5 TH S 89D 58M 53S W ALG S LN BLK 5 460.29 FT TH N 00D 05M 00S W PAR TO E LN WOOD ST 100.00 FT TH S 89D 58M 53S W 660.00 FT TO E LN WOOD ST TH N 00D 05M 00S W ALG E LN 34.84 FT TO N LN BUTLER ST TH N 60D 30M 30S W ALG N LN 18.16 FT TO CL VAC PORTION WOOD ST AS RECORDED IN L 1578 P 340 MUSKEGON COUNTY RECORDS TH N 00D 05M 00S W ALG CL 226.59 FT TH S 89D 55M 00S W 16.50 FT TO POINT ON E LN LOT 9 BLK 127 & EXTENSION OF LN BET LOTS 3 & 4 BLK 127 THROUGH LOT 9 TH N 64D 48M 50S W ALG EXTENSION LOT LN 46.04 FT TO CL OF 20 FT VAC ALLEY RECOR'D IN L 1460 P 40 LYING IN BLK 127 TH N 23D 56M 00S E ALG CL 189.97 FT TO SLY LN BAYOU ST TH S 66D 07M 09S E ALG SLY LN 169.40 FT TO N LN BLK 5 TH N 89D 58M 24S E ALG N LN 1122.48 FT TO POB

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

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

Published _____, 2020

CITY OF MUSKEGON

By _____

Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 14, 2020	Title: Easement Agreement
Submitted By: LeighAnn Mikesell	Department: Planning
Brief Summary: Staff is seeking approval of the attached easement agreement. This easement agreement will allow for access to the development as well as access to the Hartshorn boat launch.	
Detailed Summary: As part of the planned development, the access road that services the Hartshorn boat launch will be replaced with a non-motorized path and green space. A new access point for the boat launch will be installed as part of the development along the western edge of the Fricano Center property. The owners are granting the City a permanent easement to access the boat launch as well as a temporary easement to access the boat launch during Phase 1 construction. In return, the City is providing the developer a permanent easement to access the development along the north side of the railroad tracks. Once these easements are recorded, we should see construction within 60-90 days.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s):	Fund(s) or Account(s): N/A
Recommended Motion: Approve the Agreement and authorize the City Manager to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") has been made as of _____, 2019 ("**Effective Date**"), by and between the CITY OF MUSKEGON, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49442 ("**Grantor**"), and HARBOR WEST, LLC, a Michigan limited liability company, of 108 South University, Suite 6, Mount Pleasant, Michigan 48858 ("**Grantee**").

Recitals

A. Grantor owns the real estate located in the City of Muskegon, Muskegon County, Michigan, as legally described on **Exhibit A** attached to this Agreement, subject to easements, restrictions, encumbrances, and reservations affecting it ("**Grantor Parcel**").

B. Grantee owns the real estate located in the City of Muskegon, Muskegon County, Michigan, as legally described on **Exhibit B** attached to this Agreement, subject to easements, restrictions, encumbrances, and reservations affecting it ("**Grantee Parcel**").

C. Grantor Parcel and Grantee Parcel are contiguous. Grantor desires to grant Grantee an easement for ingress to and egress from West Western Avenue, over and across Grantor Parcel, to the drive located on the Grantee Parcel for purposes of accessing the marina's public boat launch.

D. Grantor and Grantee and their respective heirs, personal representatives, distributees, executors, administrators, successors and assigns are referred to in this Agreement collectively as "**Owners**" and individually as "**Owner**." Grantor Parcel and Grantee Parcel are referred to in this Agreement collectively as "**Parcels**" and individually as "**Parcel**."

E. This Agreement is exempt from the real estate transfer taxes under MCL §§ 207.505(a) and 207.526(a) because the value of the consideration shown is less than One Hundred and no/100 Dollars (\$100.00).

Agreement

In consideration of the facts described above and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Driveway Easement.** Grantor grants for the benefit of the Grantee Parcel, a perpetual, non-exclusive easement ("**Driveway Easement**") over, across and through the Grantor Parcel for the maintenance and use of the existing driveway, and all replacements thereof located on the Grantor Parcel and depicted on **Exhibit C** attached to this Agreement ("**Driveway**"), subject to easements, restrictions, encumbrances, and reservations affecting it, for the purpose of ingress and egress to and from West Western Avenue, over and across Grantor Parcel, to the drive located on the Grantee Parcel for purposes of accessing Grantee Parcel. The Driveway Easement is to be used solely for pedestrian and vehicular transportation and for other future modes of transportation for access to Grantor Parcel and Grantee Parcel by the Owners, their tenants, agents, employees, contractors, invitees, licensees, guests, and customers (collectively, "**Affiliates**").

2. **Enjoyment of Property.** Grantee must conduct its activities under this Agreement so as not to interfere unreasonably with Grantor's peaceful enjoyment of Grantor Parcel.

3. **Obstructions.** The Driveway Easement are to remain open and unobstructed by any buildings, fences, trees, barriers, banners, or other structures, so as to permit the Owners and their Affiliates unimpeded access across the Driveway Easement in accordance with the terms of this Agreement. Furthermore, the location of the Driveway Easement (collectively "**Easements**") may not be changed, altered or modified in any way without the written approval of the Owners.

4. **Repair and Maintenance.** Grantee must maintain and repair, at its sole cost, the Driveway in a good and passable condition consistent with the practices prevailing in the operation of driveways of similar quality in Muskegon County, Michigan. Such maintenance and repair is to include, without limitation, the following (collectively, "**Maintenance**"):

(a) Maintaining, restriping, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as is in all respects equal or superior in quality, use and durability;

(b) Removing all papers, debris, filth and refuse and thoroughly sweeping the Driveway, all to the extent reasonably necessary to keep the Driveway in a clean and orderly condition;

(c) Removing snow and ice, patching, and removing debris as needed for seasonal weather;

(d) Maintaining, repairing and replacing, when reasonably necessary, all traffic directional signs, markers and lines;

(e) Operating, maintaining, repairing and replacing, when reasonably necessary, such artificial lighting facilities as are reasonably required;

(f) Maintaining all landscaped areas including, without limitation, replacing shrubs and other landscaping as is reasonably necessary; and

(g) While performing any such repair or maintenance, Grantee will use its best efforts not to disrupt any operations on Grantor's Parcel and will give written notice to Grantor before any temporary closing of the Driveway for such repair or maintenance.

5. **Improvements.** Except as otherwise provided herein, Grantee may upgrade or otherwise make improvements to the Driveway only upon the advance written consent of Grantor, which consent may not be unreasonably withheld, delayed or conditioned. The costs of any upgrades or improvements to the Driveway will be paid in the same manner as the Maintenance costs unless otherwise agreed to in writing by the Owners.

6. **Encumbrances.** The Easements are made subject to all covenants, conditions, restrictions, encumbrances, and easements of record as of the date this Agreement is recorded. The Owners acknowledge that each Owner may grant other easements over and across their respectively owned Parcel so long as such easements do not interfere with the use of the Easements.

7. **Property Taxes.** The Owner of the Grantor Parcel will pay all real property taxes and special assessments levied against Grantor Parcel, without any reimbursement from the Owner of Grantee Parcel for any portion thereof. The Owner of Grantee Parcel will pay all real property taxes and special assessments against Grantee Parcel, without any reimbursement from the Owner of Grantor Parcel for any portion thereof.

8. **Insurance and Indemnification.** Each Owner will carry insurance to protect it in connection with the ownership, use, and Maintenance of the Easements. Each Owner will furnish to the other party, if requested, evidence of the insurances described in this Paragraph. Each Owner will indemnify and hold the other Owner harmless from all claims, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the second Owner arising in connection with or as a direct or indirect result of the first Owner's exercise of the rights granted or breach of the obligations imposed in this Agreement; provided, however, the Grantor's indemnification and hold harmless obligations shall only be to the extent permitted under Applicable Laws.

9. **Compliance with Laws.** Each Owner will comply with all applicable laws, codes, ordinances, rules, and regulations (collectively, "**Applicable Laws**") governing the maintenance and use of the Easements.

10. **Damage.** If either Owner, or an Affiliate of either Owner, causes any damage to the Easements or the other Owner's Parcel, then the responsible party will immediately cause and pay for the repair of such damage.

11. **Default.** If an Owner fails to comply with any provision herein, including, without limitation, the obligation to pay any maintenance costs or property taxes and assessments ("**Defaulting Owner**"), then the other Owner ("**Non-Defaulting Owner**") may upon ten (10) days' prior written notice to the Defaulting Owner, cure the default by the payment of money or performance of other action for the account of the Defaulting Owner. The foregoing right to cure may not be exercised if within ten (10) days of the written notice: (i) the Defaulting Owner cures the default; or (ii) if the default is curable, but cannot reasonably be cured within that time period, the Defaulting Owner begins to cure such default within such time period and thereafter diligently pursues such cure to completion. The ten (10) day notice period will not be required if, using reasonable judgment, the Non-Defaulting Owner gives reasonable notice of its intent to cure to the Defaulting Owner. Within ten (10) days following written demand, including copies of paid invoices, the Defaulting Owner must reimburse the Non-Defaulting Owner any sum reasonably expended by the Non-Defaulting Owner to cure the default. The Non-Defaulting Owner also has the right to restrain by injunction any violation or threatened violation by the Defaulting Owner of any of the terms, covenants, or conditions hereof, or to obtain a decree to compel performance if any such term, covenant, or condition is not adequate. In addition to all other rights and remedies, the Non-Defaulting Owner may place a lien on the Defaulting Owner's Parcel for such amount owed, together with interest at the maximum legal rate, plus attorneys' fees necessary for collection. The Non-Defaulting Owner may, in addition to, or instead of, foreclosure, obtain a personal judgment against the owner of the Defaulting Owner's Parcel who failed to pay the real property taxes and special assessments. All remedies are cumulative and will be deemed additional to any and all other remedies to which the Owners may have at law or in equity.

12. **Notices.** All notices, requests, claims, demands, and other communications hereunder must be in writing and delivered by personal delivery, a recognized overnight courier service, or postage prepaid registered mail, return receipt requested to the parties at their addresses first indicated above or to such other address or such additional recipient as any Owner may have furnished to the others in writing in accordance herewith. All notices will only be effective upon receipt or refusal.

13. **Duration and Effect.** The Easements burden the Grantor Parcel and benefit the Grantee Parcel. This Agreement will continue in effect perpetually and constitute an easement and a covenant running with the land; but nothing contained in this Agreement will be construed as a conveyance by Grantor of its rights in the fee to Grantor Parcel. Grantor and Grantee will automatically be released from all liability thereafter arising under this Agreement upon conveyance of their respective entire interest in the real property burdened or benefited by this Agreement.

14. **Amendments.** This Agreement may be amended, modified or terminated (in whole or in part) from time to time by written document executed and acknowledged by all of the Owners and duly recorded in the Muskegon County Register of Deeds, Michigan, or in such other office as may from time to time by law be charged with the duty of maintaining the public records of Muskegon County, Michigan, and will not otherwise be amended, modified or terminated during the term hereof.

15. **Owners Bound.** The terms and conditions of this Agreement bind and benefit each Owner and their respective heirs, personal representatives, distributees, executors, administrators, successors, and assigns.

16. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the State of Michigan.

17. **Entire Agreement.** This Agreement contains the entire understanding of Grantor and Grantee and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each such counterpart being deemed an original and all such counterparts taken together constituting but one and the same instrument.

The Grantor and Grantee signed this Easement Agreement as of the date first set forth above.

By _____
Frank Peterson, City Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

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

By _____
W. Sidney Smith, Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

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

-7-

EXHIBIT A

Grantor Parcel Legal Description

Parcel 1:

All that part of Block 574 and 575 of the Revised Plat (of 1903) of the City of Muskegon, lying Northerly and Easterly of the following described boundary lines: (EXCEPT the right of way of the Chesapeake and Ohio Railway Co.)

Commence at an iron bolt (original) located at the Southeast corner of Block 574 of the Revised Plat of the City of Muskegon, Muskegon County, Michigan; thence North 88°43' West 270.42 feet for a place of beginning; thence North 1°40' West 345.42 feet; thence North 84°6' West 290.81 feet; thence North 47°5' West 236.7 feet; thence North 2°4' West 175.2 feet; thence South 87°55' West 866.7 feet to an iron stake; thence North 37° West 730 feet; thence North 48° West to the thread of the stream in Muskegon Lake, for the place of ending of said lines.

Parcel 3:

Part of Block 573 of the Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, described as: Commencing at the Southwest corner of said Block 573 for the point of beginning; thence North 1°40' West along the West line of said Block, 347.0 feet; thence North 21°40' West along the Westerly line of said Block, 241.0 feet; thence North 29°28' West along the Westerly line of said Block, 187.50 feet; thence South 35°37' East 258.20 feet; thence South 09°53' East 504.80 feet to the Northerly line of West Western Avenue; thence South 59°34' West along said Northerly line, 53.0 feet to the point of beginning.

Except:

BIKE PATH WEST DESCRIPTION:

THAT PART OF BLOCK 574 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 574; THENCE NORTH 88°13'54" WEST 270.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WESTERN AVENUE; THENCE NORTH 83°55'00" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 456.97 FEET; THENCE NORTH 01°31'44" WEST 470.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46°32'44" WEST 257.11 FEET; THENCE SOUTH 88°27'16" WEST 684.39 FEET; THENCE NORTH 01°31'44" WEST 16.00 FEET; THENCE NORTH 88°27'26" EAST 691.04 FEET; THENCE SOUTH 46°32'44" EAST 247.70 FEET; THENCE SOUTH 01°31'44" EAST 22.62 FEET TO THE POINT OF BEGINNING.

BIKE PATH EAST DESCRIPTION (PARCEL 5):

THAT PART OF BLOCK 574 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 574; THENCE NORTH 88°13'54" WEST 270.33 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WESTERN AVENUE; THENCE NORTH 01°09'31" WEST 100.00 FEET; THENCE NORTH 46°31'44" WEST 118.61 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61°45'12" WEST 60.93 FEET; THENCE NORTH 46°31'44" WEST 227.22 FEET; THENCE NORTH 46°32'44" WEST 220.80 FEET; THENCE NORTH 01°31'44" WEST 22.62 FEET; THENCE SOUTH 46°32'44" EAST 236.79 FEET; THENCE SOUTH 46°31'44" EAST 286.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Grantee Parcel Legal Description

Parcel 4:

THOSE PARTS OF BLOCKS 574 AND 575, REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLY CORNER OF BLOCK 574 OF SAID REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON; THENCE NORTH 88°43' WEST 270.42 FEET (M=NORTH 84°41'53" WEST 270.27 FEET) TO A POINT ON THE NORTHERLY LINE OF WEST WESTERN AVENUE FOR A POINT OF BEGINNING;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF WEST WESTERN AVENUE 457.28 FEET (M=NORTH 80°29'18" WEST 457.02 FEET); THENCE NORTH 2°04' WEST 492.92 FEET; THENCE SOUTH 47°05' EAST 236.7 FEET; THENCE CONTINUING SOUTH 47°04' EAST TO A POINT 100 FEET NORTH OF AND NORTH 1°40' WEST OF THE POINT OF BEGINNING. TOGETHER WITH THE C & O RAILWAY COMPANY RIGHT OF WAY RUNNING THROUGH THE ABOVE DESCRIBED PARCEL, EXCEPT THAT PART WHICH WAS DEEDED TO THE CITY OF MUSKEGON AS RECORDED IN LIBER 2138, PAGES 751 AND 752.

The property address and tax parcel number listed below are provided solely for informational purposes, without warranty as to accuracy or completeness. If the information listed below is inconsistent in any way with the legal description listed above, the legal description listed above shall control.

Property Address: 1000 W. Western Avenue, Muskegon, Michigan

Tax Parcel No.: 61-24-205-574-0001-10

And

BIKE PATH WEST DESCRIPTION:

THAT PART OF BLOCK 574 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 574; THENCE NORTH 88°13'54" WEST 270.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WESTERN AVENUE; THENCE NORTH 83°55'00" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 456.97 FEET; THENCE NORTH 01°31'44" WEST 470.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46°32'44" WEST 257.11 FEET; THENCE SOUTH 88°27'16" WEST 684.39 FEET; THENCE NORTH 01°31'44" WEST 16.00 FEET; THENCE NORTH 88°27'26" EAST 691.04 FEET; THENCE SOUTH 46°32'44" EAST 247.70 FEET; THENCE SOUTH 01°31'44" EAST 22.62 FEET TO THE POINT OF BEGINNING.

BIKE PATH EAST DESCRIPTION (PARCEL 5):

THAT PART OF BLOCK 574 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 574; THENCE NORTH 88°13'54" WEST 270.33 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WESTERN AVENUE; THENCE NORTH 01°09'31" WEST 100.00 FEET; THENCE NORTH 46°31'44" WEST 118.61 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61°45'12" WEST 60.93 FEET; THENCE NORTH 46°31'44" WEST 227.22 FEET; THENCE NORTH 46°32'44" WEST 220.80 FEET; THENCE NORTH 01°31'44" WEST 22.62 FEET; THENCE SOUTH 46°32'44" EAST 236.79 FEET; THENCE SOUTH 46°31'44" EAST 286.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

Site Plan

[Insert]

Hartshorn Village

PHASE I

**HARBOR WEST, LLC
CITY OF MUSKEGON, MICHIGAN**



VICINITY MAP
NO SCALE
BLOCKS 571, 574 AND 575
CITY OF MUSKOGEE
MUSKOGEE COUNTY, OKLAHOMA

PHASE
LEGEND

	PHASE I
	PHASE II
	PHASE III
	PHASE IV

SHEET INDEX

1. COVER SHEET
2. TOPOGRAPHIC SURVEY
3. DEMO PLAN
4. SITE PLAN
5. SITE GRADING
6. HARTSHORN EAST 1 PLAN AND PROFILE
7. HARTSHORN EAST 2 PLAN AND PROFILE
8. BIKE PATH PLAN AND PROFILE
9. DETAILS

FINAL EASEMENT TO CITY

TEMPORARY EASEMENT
TO CITY

PERMANENT EASEMENT
TO DEVELOPER

WESTSHORE
ENGINEERING & SURVEYING
ENVIRONMENTAL

HARTSHORN VILLAGE
 PORTION OF BLOCKS 373, 374 AND 375
 OF THE REVISED PLAT
 OF 1903, CITY OF MUSKOGON
 MUSKOGON COUNTY, MICHIGAN

COVER SHEET
PROJECT: 04311-0001 (REF: 02010-0100, 00010-00130)
SHEET: 1 OF 8

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 1/14/20	Title: Termination of Restrictive Covenant
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to terminate the restrictive covenant that states that structures may not be placed within the vacated alleys adjacent to lots 3 & 4 of the Seaway Industrial Park.	
Detailed Summary: In 2019, the City Commission approved a purchase agreement for the sale of lots 3 & 4 of Seaway Industrial Park. After performing title work, it was discovered that there is a restrictive covenant on the property relating to the alley vacations that were executed in 2003. The restrictive covenant states: "No structure shall be placed in the easement which, in the sole judgment of the City, will interfere with the repair or maintenance of utilities in the easement, public or private." However, there are no active utilities within these vacated alleys. The buyer is requesting that the City sign the "Termination of Restrictive Covenant" document.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the Termination of Restriction resolution and authorize staff to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

TERMINATION OF RESTRICTION

Pursuant to that certain Resolution #2003-85(f), Resolution to Vacate Public Alleys, recorded in Liber 3578, Page 352, of the Muskegon County Register of Deeds (the "Resolution"), the Muskegon City Commission vacated and discontinued the alleys legally described as:

All existing alleys in Blocks 1 through 4 of the Young & Williams Additions, of the City of Muskegon, County of Muskegon, State of Michigan.

The Resolution also contains the following restrictive covenant: "No structure shall be placed in the easement which, in the sole judgment of the City, will interfere with the repair or maintenance of utilities in the easement, public or private" (the "Restriction"). The City hereby terminates this Restriction effective as of the date set forth below. Except as otherwise provided in this Termination of Restriction, the Resolution shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is dated this _____ day of January, 2020.

CITY OF MUSKEGON:

Mike Franzak, Planning Director

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this ____ day of January, 2020, by Mike Franzak, as Planning Director of and on behalf of the City of Muskegon.

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

Prepared by and when recorded return to:
PARMENTER LAW
Christopher L. Kelly
601 Terrace St., Suite 200
Muskegon, MI 49440



Mark Fairchild, Muskegon Co ROD 034

5125109
L-3624 P-768
10/28/2004 10:45A
Page: 1 of 6

DECLARATION OF EASEMENT

This Declaration is made on June 8, 2004, by **City of Muskegon**, a municipal corporation, 933 Terrace Street, Muskegon, MI 49443 ("City"), with reference to the following facts:

Background

- A. City owns property referred to as the Seaway Industrial Park, specifically described on Exhibit A ("Property").
- B. In connection with its development of the property, City desires to reserve and declare an exclusive easement over a portion of the Property, as set forth in this Agreement.

Therefore, the parties agree as follows:

1. **Reservation of Easement.** City hereby reserves and declares an exclusive easement for the purposes described in Section 2 below ("Easement") over the portion of the Property legally described on Exhibit B ("Easement Area"). The Easement shall be perpetual.
2. **Use of the Easement.** City, its successors, assigns, employees and invitees shall be permitted to use the Easement for the purpose of installing and maintaining water lines, sewer lines, and other utilities. Any subsequent owner of the Property shall not be permitted to construct, grow or maintain any structure or improvement within such Easement Area, without the prior written approval of the Grantee.
3. **Access to Easement.** City retains the right to enter into the Easement Area property at any time and reserves the right to remove any item located on the Easement Area.
4. **Interest in Realty.** The Easement is to be an easement over the Property for the use and benefit of the City. The Easement shall run with the land and be an interest in realty. The Easement shall bind the owners and occupiers of the Property and their transferees, successors, and assigns.
5. **Amendment to the Easement.** This Agreement may be amended only by written agreement signed by the City. This document shall be recorded with the Muskegon County Register of Deeds.
6. **Notices.** Any notices sent under this Agreement shall be in writing and shall be sent by first-class mail to the owner of the parcel at the parties address set forth above or such other address as a party may direct.

This Agreement was executed on the date set forth above.

City of Muskegon, a municipal corporation

By: [Signature]
Stephen J. Warmington, Mayor

And: Gail A. Kunding
Gail A. Kunding, City Clerk

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 16th day of September, 2004, by Stephen J. Warmington as Mayor and Gail A. Kunding as City Clerk, for and on behalf of the City of Muskegon.

Linda S. Potter
Linda S. Potter, Notary Public
Muskegon County, Michigan
My commission expires: 9-25-06
Acting in the Muskegon County

Prepared by and when recorded return to:
John C. Schrier
Parmenter O'Toole
P.O. Box 786
Muskegon, MI 49443-0786



Mark Fairchild, Muskegon Co ROD 034

5125109

L-3624 P-768

10/28/2004 10:45A

Page: 2 of 6

G:\EDS\FILES\10010011545\EASEMENT\BO0227.DOC

EXHIBIT A

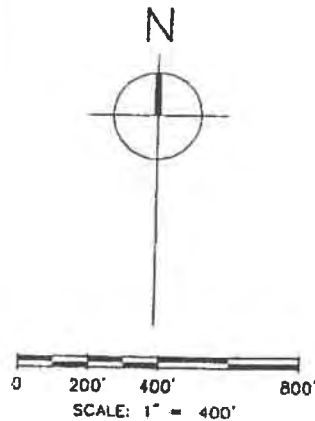
PROPERTY



5125109
L-3624 P-768

Mark Fairchild, Muskegon Co ROD 034

10/28/2004 10:45A
Page: 3 of 6



LAKETON AVE.

NORTH 1/4 CORNER
SECTION 31, T.10N., R.16W.
FND 5/8" REBAR IN BOX

N30E 50.99	16D NAIL W. SIDE PP
S50E 63.20	16D NAIL NE SIDE PP
S45W 49.52	16D NAIL W. SIDE PP
N50W 66.27	LRG PK SW SIDE PP

W. LINE SE 1/4, NW FR'L 1/4
SEC. 31, T.10N., R.16W.

PARK AVE.

YOUNG AVE.

TEMPLE ST.

WALKES ST.

DELANO AVE.

E. LINE NW FR'L 1/4 SEC. 31, T.10N., R.16W.

SEAWAY DRIVE

RUDDIMAN CREEK DRAIN

LEMUEL ST.

HENRY ST.

HACKLEY AVE.

WEST 1/4 CORNER
SECTION 31, T.10N., R.16W.
CO. REMON MON. IN BOX

S. LINE NW FR'L 1/4 SEC. 31, T.10N., R.16W.

SE CORNER NW FR'L 1/4
SECTION 31, T.10N., R.16W.
FND 1/2" PIPE 3' ± N. OF C/L

N36E 57.41	PK NAIL NW SIDE PP
S32E 65.43	PK NAIL SW SIDE PP
S39W 59.84	+ IN CONC BASE LT POLE
N53W 123.56	SE COR. BLDG

N45E 43.39	PK NW SIDE PP
S30E 75.44	PK W. SIDE PP
S45W 81.23	NE COR. BLDG.
N70W 102.09	PK S. SIDE PP

SURVEY FOR: CITY OF MUSKEGON
933 TERRACE STREET
MUSKEGON, MICHIGAN 49443-0536

RE: SEC. 31, T.10N., R.16W. PARCELS A-J

I HEREBY DECLARE THAT THE LAND HEREIN DESCRIBED WAS SURVEYED UNDER MY DIRECT SUPERVISION TO THE BEST OF OUR ABILITY AND KNOWLEDGE. THE ERROR OF CLOSURE IS NO GREATER THAN 1 IN 5000. ALL THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH. THIS SURVEY, INCLUDING ANY NEW DESCRIPTION(S), WAS MADE FROM A PROPERTY DESCRIPTION FURNISHED TO US. THE DESCRIPTION(S) SHOULD BE COMPARED WITH A TITLE POLICY OR ABSTRACT FOR COMPLETENESS, ACCURACY, EASEMENTS AND EXCEPTIONS.

ANY COPY OF THIS SURVEY NOT INDIVIDUALLY EMBOSSED (IMPRESSED) WITH THE SEAL OF THE LICENSED PROFESSIONAL SURVEYOR NAMED HEREIN, IS UNAUTHORIZED AND MAY CONTAIN FRAUDULENT ALTERATIONS. THE DECLARATION DOES NOT APPLY TO SUCH COPY.

PRELIMINARY

BY ARTHUR W. BRINTNALL

P.S. 28407

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE
Telephone : (616) 364-8481
Project No. : 2020325

Grand Rapids, Michigan 49525
Fax : (616) 364-6955
Date : JANUARY 21, 2004

5125109
L-3624 P-768
10/28/2004 10:45A
Page : 4 of 6



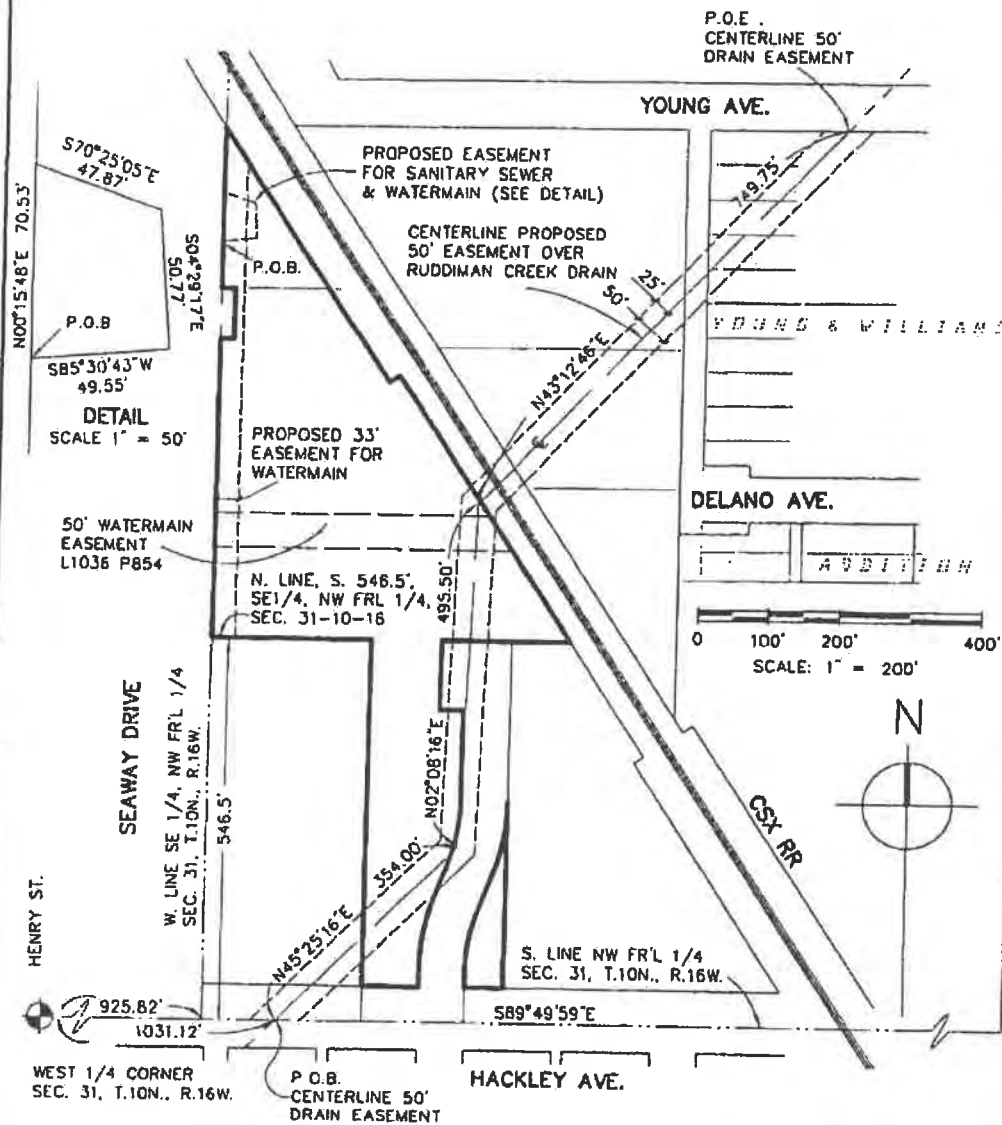
Mark Fairchild, Muskegon Co ROD 034

EXHIBIT B
EASEMENT AREA



Mark Fairchild, Muskegon Co ROD 034

5125109
L-3624 P-768
10/28/2004 10:45A
Page: 5 of 6



SURVEY FOR: CITY OF MUSKOGON
933 TERRACE STREET
MUSKOGON, MICHIGAN 49443-0536

RE: SEC. 31, T.10N., R.16W. PARCEL "A"
EASEMENTS

I HEREBY DECLARE THAT THE LAND HEREIN DESCRIBED WAS SURVEYED UNDER MY DIRECT SUPERVISION TO THE BEST OF OUR ABILITY AND KNOWLEDGE. THE ERROR OF CLOSURE IS NO GREATER THAN 1 IN 5000. ALL THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH. THIS SURVEY, INCLUDING ANY NEW DESCRIPTION(S), WAS MADE FROM A PROPERTY DESCRIPTION FURNISHED TO US. THE DESCRIPTION(S) SHOULD BE COMPARED WITH A TITLE POLICY OR ABSTRACT FOR COMPLETENESS, ACCURACY, EASEMENTS AND EXCEPTIONS.

ANY COPY OF THIS SURVEY NOT INDIVIDUALLY EMBOSSED (IMPRESSED) WITH THE SEAL OF THE LICENSED PROFESSIONAL SURVEYOR NAMED HEREIN, IS UNAUTHORIZED AND MAY CONTAIN FRAUDULENT ALTERATIONS. THE DECLARATION DOES NOT APPLY TO SUCH COPY.

PREIN & NEWHOF, INC.

BY ARTHUR W. BRINTNALL

P.S. 28407

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE
Telephone: (616) 364-8481
Project No.: 2020325

Grand Rapids, Michigan 49525
Fax: (616) 364-6955
Date: JANUARY 21, 2004

5125109
L-3624 P-768
10/28/2004 10:45A
Page: 6 of 6



Mark Fairchild, Muskegon Co ROD 034



Mark Fairchild, Muskegon Co ROD 034

5137136

L-3636 P-772

01/28/2005 03:19P

Page: 1 of 4



Mark Fairchild, Muskegon Co ROD 034

5125109

L-3624 P-768

10/28/2004 10:45A

Page: 1 of 6

Re-record to correct legal description

DECLARATION OF EASEMENT

This Declaration is made on June 8, 2004, by **City of Muskegon**, a municipal corporation, 933 Terrace Street, Muskegon, MI 49443 ("City"), with reference to the following facts:

Background

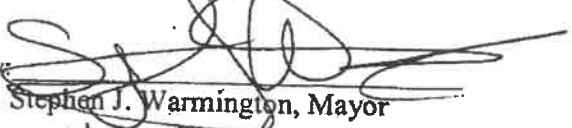
- A. City owns property referred to as the Seaway Industrial Park, specifically described on Exhibit A ("Property").
- B. In connection with its development of the property, City desires to reserve and declare an exclusive easement over a portion of the Property, as set forth in this Agreement.

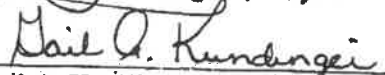
Therefore, the parties agree as follows:

1. **Reservation of Easement.** City hereby reserves and declares an exclusive easement for the purposes described in Section 2 below ("Easement") over the portion of the Property legally described on Exhibit B ("Easement Area"). The Easement shall be perpetual.
2. **Use of the Easement.** City, its successors, assigns, employees and invitees shall be permitted to use the Easement for the purpose of installing and maintaining water lines, sewer lines, and other utilities. Any subsequent owner of the Property shall not be permitted to construct, grow or maintain any structure or improvement within such Easement Area, without the prior written approval of the Grantee.
3. **Access to Easement.** City retains the right to enter into the Easement Area property at any time and reserves the right to remove any item located on the Easement Area.
4. **Interest in Realty.** The Easement is to be an easement over the Property for the use and benefit of the City. The Easement shall run with the land and be an interest in realty. The Easement shall bind the owners and occupiers of the Property and their transferees, successors, and assigns.
5. **Amendment to the Easement.** This Agreement may be amended only by written agreement signed by the City. This document shall be recorded with the Muskegon County Register of Deeds.
6. **Notices.** Any notices sent under this Agreement shall be in writing and shall be sent by first-class mail to the owner of the parcel at the parties address set forth above or such other address as a party may direct.

This Agreement was executed on the date set forth above.

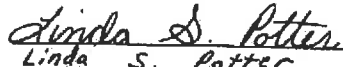
City of Muskegon, a municipal corporation

By: 
Stephen J. Warmington, Mayor

And: 
Gail A. Kunding, City Clerk

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 16th day of September, 2004, by Stephen J. Warmington as Mayor and Gail A. Kunding as City Clerk, for and on behalf of the City of Muskegon.


Linda S. Potter, Notary Public
Muskegon County, Michigan
My commission expires: 9-25-06
Acting in the Muskegon County

Prepared by and when recorded return to:
John C. Schrier
Parmenter O'Toole
P.O. Box 786
Muskegon, MI 49443-0786



Mark Fairchild, Muskegon Co ROD 034

5137136

L-3636 P-772

01/28/2005 03:19P

Page: 2 of 4



Mark Fairchild, Muskegon Co ROD 034

5125109

L-3624 P-768

10/28/2004 10:45A

Page: 2 of 6

EXHIBIT A

PROPERTY

DESCRIPTION:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, T.10N., R.16W., CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN THENCE S89°49'59"E 1151.89 FEET ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 31 FOR REFERENCE POINT \A"; THENCE N00°15'48"E 49.50 FEET ALONG THE WEST LINE OF THE EAST 200 FEET OF THE WEST 428.07 FEET OF THE SOUTHEAST 1/4 OF SAID NORTHWEST FRACTIONAL 1/4 OF SECTION 31; THENCE N00°15'48"E 497.00 FEET; THENCE N89°49'59"W 226.07 FEET ALONG THE NORTH LINE OF THE SOUTH 548.5 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 31; THENCE N00°15'48"E 431.08 FEET ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 31; THENCE N89°58'42"E 20.00 FEET; THENCE N00°15'48"E 74.00 FEET; THENCE S89°58'42"W 20.00 FEET; THENCE N00°15'48"E 232.37 FEET ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 31; THENCE S33°14'47"E 437.84 FEET ALONG THE SOUTHWESTERLY RIGHT OF WAY 152.90 FEET ALONG SAID RIGHT OF WAY; THENCE S33°25'49"E 304.51 FEET ALONG SAID RIGHT OF WAY; THENCE N89°49'59"W 184.14 FEET ALONG SAID NORTH LINE OF THE SOUTH 548.5 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 31; THENCE S00°10'01"W 100.00 FEET; THENCE S89°49'59"E 34.00 FEET; THENCE S00°10'01"W 132.00 FEET; THENCE SOUTHERLY 87.50 FEET ON A 237.00 FOOT RADIUS (24°10'32" DEG) CURVE TO THE RIGHT, DELTA=21°09'11", LONG CHORD BEARING S10°44'38"W 87.00 FEET; THENCE S21°19'12"W 50.00 FEET; THENCE SOUTHERLY 111.86 FEET ON A 303.00 FOOT RADIUS (18°54'34" DEG) CURVE TO THE LEFT, DELTA=21°09'11", LONG CHORD BEARING S10°44'38"W 111.23 FEET; THENCE S00°10'01"W 23.50 FEET; THENCE N89°49'59"W 79.49 FEET ALONG THE NORTH LINE OF THE SOUTH 49.5 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 31 TO POINT OF BEGINNING.

AND ALSO:

RECOMMENCING AT SAID REFERENCE POINT \A" THENCE S89°49'59"E 145.57 FEET ALONG SAID SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 31; THENCE N00°10'01"E 49.50 FEET FOR POINT OF BEGINNING; THENCE N00°10'01"E 23.50 FEET; THENCE NORTHERLY 87.50 FEET ON A 237.00 FOOT RADIUS (24°10'32" DEG) CURVE TO THE RIGHT, DELTA=21°09'11", LONG CHORD BEARING N10°44'38"E 87.00 FEET; THENCE N21°19'12"E 50.00 FEET; THENCE NORTHERLY 111.86 FEET ON A 303.00 FOOT RADIUS (18°54'34" DEG) CURVE TO THE LEFT, DELTA=21°09'11", LONG CHORD BEARING N10°44'38"E 111.23 FEET; THENCE S00°10'01"W 265.00 FEET; THENCE N89°49'59"W 54.43 FEET ALONG SAID NORTH LINE OF THE SOUTH 49.5 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 31 TO POINT OF BEGINNING.



Mark Fairchild, Muskegon Co ROD 034

5137136

L-3636 P-772

01/28/2005 03:19P

Page: 3 of 4

EXHIBIT B

EASEMENT AREA

DESCRIPTION FOR EASEMENT OVER RUDDIMAN CREEK DRAIN:

A 50 FOOT WIDE STRIP OF LAND, CENTERLINE DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, T.10N., R.16W., CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN THENCE S89°48'59"E 1031.12 FEET ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 31 FOR POINT OF BEGINNING OF SAID CENTERLINE; THENCE N45°25'16"E 354.00 FEET; THENCE N02°08'16"E 495.50 FEET; THENCE N43°12'46"E 749.75 FEET FOR POINT OF ENDING OF SAID CENTERLINE ON THE SOUTH RIGHT OF WAY LINE OF YOUNG AVENUE IN YOUNG & WILLIAMS ADDITION, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN AS RECORDED IN LIBER 3 OF PLATS, PAGE 39, MUSKEGON COUNTY REGISTER OF DEEDS.
THE SIDELINES OF SAID 50 FOOT WIDE STRIP OF LAND EXTEND OR SHORTEN TO ALLOW NO GAPS OR OVERLAPS.

PROPOSED EASEMENT FOR SANITARY SEWER AND WATERMAIN:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, T.10N., R.16W., CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN THENCE S89°48'59"E 925.82 FEET ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 31 THENCE N00°15'48"E 1119.74 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID NORTHWEST FRACTIONAL 1/4 OF SECTION 31 FOR POINT OF BEGINNING; THENCE N00°15'48"E 70.53 FEET; THENCE S70°25'05"E 47.87 FEET; THENCE S04°29'17"E 50.77 FEET; THENCE S85°30'43"W 49.55 FEET TO POINT OF BEGINNING.

PROPOSED EASEMENT FOR WATERMAIN:

THAT PART OF THE WEST 33 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 31, T.10N., R.16W., CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, LYING SOUTH OF THE CSX RAILROAD RIGHT OF WAY, EXCEPT THE SOUTH 546.5 FEET THEREOF.

NOTE: BEARINGS BASED ON THE EAST LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 31, T.10N., R.16W. PER PLAT OF YOUNG & WILLIAMS ADDITION AS RECORDED IN LIBER 3 OF PLATS, PAGE 39, MUSKEGON COUNTY REGISTER OF DEEDS.



Mark Fairchild, Muskegon Co ROD 034

5137136

L-3636 P-772

01/28/2005 03:19P

Page: 4 of 4

5492-03

JUN 29 2005



Mark Fairchild, Muskegon Co ROD 024

5137134

L-3636 P-770

01/28/2005 03:19P

Page: 1 of 2

RESOLUTION #2004-99(a)

**RESOLUTION TO VACATE PUBLIC UTILITY RIGHTS
AND ABANDON IN PLACE EXISTING UTILITIES**

WHEREAS, a petition has been received to vacate all existing alleys, vacate all public utilities and abandon in place all existing public utilities in the alleys vacated by City Commission action on October 28, 2003 in Blocks 1 through 4 of the Young & Williams Addition, City of Muskegon; and,

WHEREAS, on October 28, 2003 the City Commission vacated all existing alleys in Block 1 through 4, subject to retaining utility rights heretofore acquired by the City; and

WHEREAS, the City will abandon in place existing utilities and utility rights in the alleys previously vacated, excluding all public utility rights provided by a Declaration of Easement dated June 8, 2004 and recorded at Liber 3624 Page 768;

NOW, THEREFORE, BE IT RESOLVED that the City Commission deems it advisable for the public interest to vacate and discontinue the City utility rights in the previously vacated alleys, previously legally described as:

All existing alleys in Blocks 1 through 4 of the Young & Williams Addition, of the City of Muskegon, County of Muskegon, State of Michigan.

BE IT FURTHER RESOLVED that the City Commission does hereby declare the said utility rights in the previously vacated alleys are terminated and abandons in place existing utilities operating in, over and upon said portion of alley hereby vacated.

BE IT FURTHER RESOLVED that this City Commission does not affect a Declaration of Easement dated June 8, 2004 and recorded at Liber 3624 Page 768.

Adopted this 9th day of November, 2004.

Ayes: Carter, Davis, Gawron, Larson, Shepherd, Spataro

Nays: None

Absent: Warmington

By:


Stephen J. Warmington, Mayor

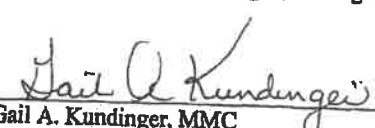
Attest:


Gail A. Kunderinger, MMC, City Clerk

CERTIFICATION

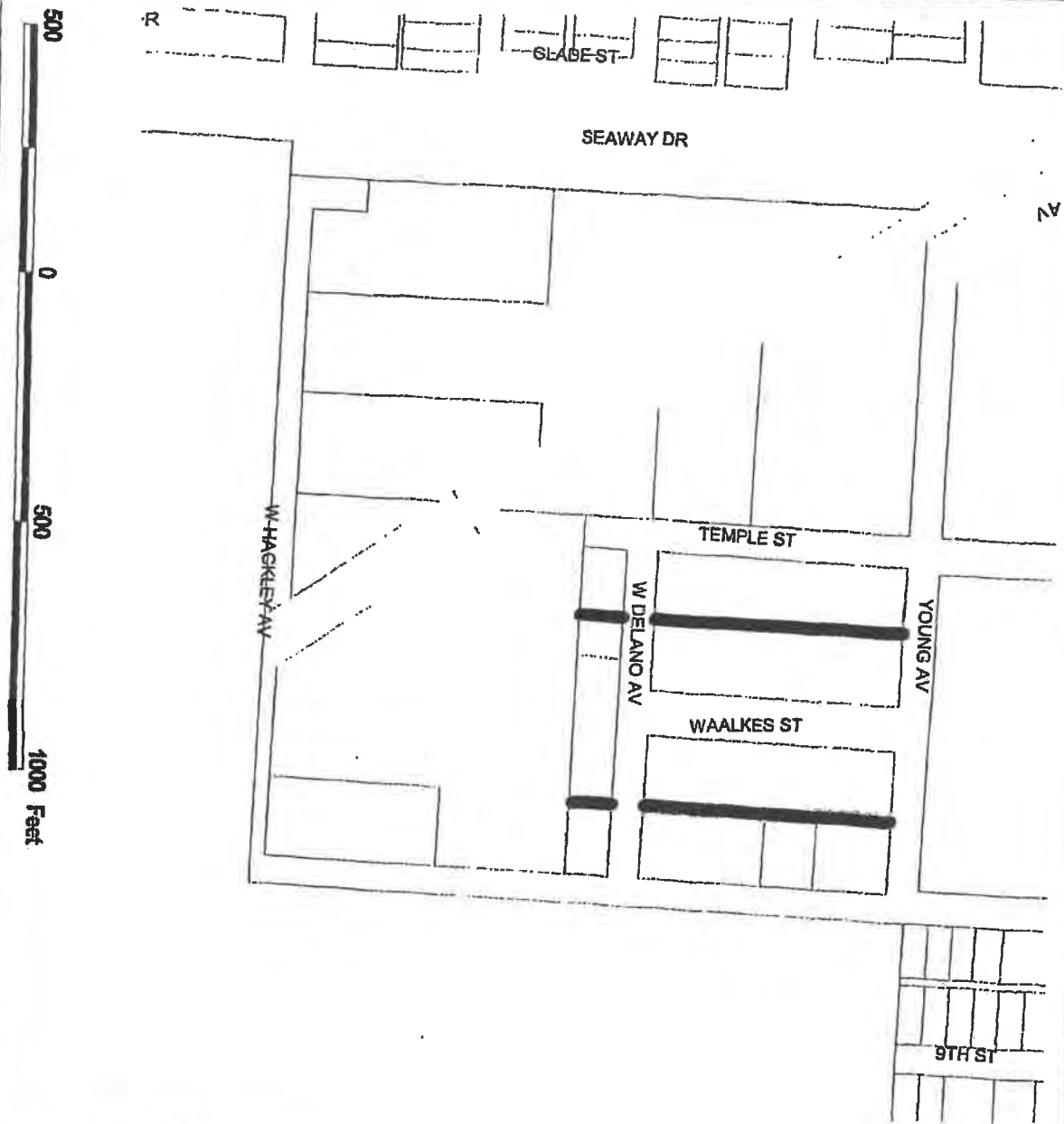
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on November 9, 2004.

PREPARED BY AND RETURN TO:
City of Muskegon
933 Terrace
Muskegon, MI 49440


Gail A. Kunderinger, MMC
Clerk, City of Muskegon

**City of Muskegon
Planning Commission
Case #2003-41**

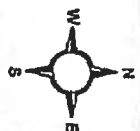
5492



— = Subject Alleys



5137134
L-3636 P-770



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 1/14/20	Title: Termination of Interests
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request for the City to terminate and release all of its easements, rights and interests; which relates to vacated alleys on the property that Grand Rapids Catholic Diocese will be purchasing from the City (former Park St Storage location).	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the Termination of Interests document and authorize staff to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

TERMINATION OF INTERESTS

THIS TERMINATION OF INTERESTS is signed as of January 7, 2020, by the CITY OF MUSKEGON, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49442 ("**City of Muskegon**"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City of Muskegon hereby terminates and releases all its easements, rights, and interests described in the Resolutions recorded at Liber 154M, Page 83, Muskegon County Records, and Liber 144M, Page 104, Muskegon County Records.

City of Muskegon has signed this Termination of Interests as of the date set forth above.

CITY OF MUSKEGON:

CITY OF MUSKEGON, a Michigan
municipal corporation

By: _____
Frank Peterson
Its: City Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this January __, 2020 by Frank Peterson, the City Manager of CITY OF MUSKEGON, a Michigan municipal corporation, for the corporation.

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

PREPARED BY AND RETURN TO:
James J. Rabaut
WARNER NORCROSS + JUDD LLP
1500 Warner Building
150 Ottawa Avenue NW
Grand Rapids, Michigan 49503
Telephone: (616) 752-2178
19466158-1

Muskegon, Michigan
May 13, 1929

J-8638 Part of Larch Ave. and Alley in Block 450 Vacated.

Commissioner Estes offered the following resolution and moved its adoption:

Whereas, the City Commission did on the 11th day of February A. D. 1929 pass a resolution declaring that it deems it advisable to vacate and discontinue that portion of the following streets and alleys, to-wit: That part of Larch Avenue lying between the East line of Park Street and the West line of Seventh Street; and that part of the North and South alley in Block 450, lying between the North line of Larch Avenue, and a line 20 feet South of the North line of Larch Avenue, and a line 20 feet South of the North line of Lots 6 and 9, or the North line of Lots 5 and 10, Revised Plat of the City of Muskegon, and did in the same resolution appoint the 25th day of March 1929, at 7:30 o'clock in the afternoon of said day when it would meet to hear objections to the vacating and discontinuing of a portion of said streets and alleys, and

Whereas, notice of such meeting has been duly given by publication, and

Whereas, objections to the vacating and discontinuing of a portion of said streets and alleys were duly considered, and

Therefore, be it resolved, that the City Commission does hereby declare that portion of the alley and streets above set forth vacated and discontinued upon the performance of the following conditions:

The dedication, by proper deed of conveyance, to the City of Muskegon of the North 20 feet of Lot 9, or the North 20 feet of Lot 10, Block 450, according to the Revised Plat of the City of Muskegon, to be dedicated for alley purposes to connect the balance of the alley remaining in Block 450 for an outlet from said alley to Seventh Street.

The assumption of any and all expense of said Muskegon Motor Specialties Company that might be necessary in the relocation of sanitary and storm sewer mains, water mains, and any other underground pipe lines or conduits now located in that portion of the alley and streets to be vacated and any cost or expense occasioned by the moving or relocation of telephone or power lines, to such other location as shall be designated by the City Engineer;

To reimburse the City for its share of paving on Park Street, Larch Avenue and Seventh Street in the sum of \$1,442.07.

The commencement by said Muskegon Motor Specialties Company, or their successors, on or before 90 days from date the construction of said improvements and to cause the same to be completed as soon as may be thereafter.

*Mr. Gordon B. Wheeler
700 Michigan Trust Bldg
Grand Rapids, Mich*

LIBER 144 PAGE 105

Resolved, further, that upon the performance of the foregoing conditions by said Muskegon Motor Specialties Company that said portion of the streets and alley will be thereupon vacated and discontinued.

Dated May 13th, 1929.

Lincoln Estes, Commissioner

Adopted by the following vote, viz: Ayes, Commissioners
Hartsona, Richards, Beardsley, Dunn, Drats, and Estes. Nays, None.

1929 MAY 12 PM 2 11

REGISTER OF DEEDS

STATE OF MICHIGAN }
 } SS
CITY OF MUSKEGON }

I, A. J. Leutscher, City Clerk of the City of Muskegon do hereby certify that the above and foregoing is a true and correct copy of a certain resolution adopted by the City Commission at its regular meeting held May 13th, 1929, relative to the vacating of part of Larch Avenue and a portion of the alley in Block 150 Revised Plat of the City of Muskegon.

Dated this 11th day of May 1955.



A. J. Leutscher
A. J. Leutscher,
City Clerk.

EP 44

154 JAN 83

Muskegon, Michigan
January 28, 1957

87-80. Alleys in Block 450 Vacated.

This was the time set for the hearing on the vacating of the alleys in Block 450 as requested by the Muskegon Realty Company.

Proof of Publication of Notice of Hearing was filed.

No objections were filed or heard.

Charles P. Latimer, Attorney for the Muskegon Realty Company, appeared before the Commission requesting that the action be vacated as requested and stated that the Muskegon Realty Company is the owner of record of all properties abutting the alleys and none are used by the public.

The Commission finds and determines that the conditions for vacating of Larch Avenue and the alley contained in Commission Proceeding J-8638 of May 13, 1929 were fully performed in accordance with said resolution.

Commissioner DeVette offered the following resolution and moved its adoption:

WHEREAS, the City Commission of the City of Muskegon heretofore on the 11th day of December 1956 passed a resolution declaring that it deemed it advisable to vacate, discontinue and abolish that portion of street or alley as follows:

That part of the North and South Alley in Block 450 of the Revised Plat (of 1908) of the City of Muskegon lying between the South line of Dale Avenue and a line 20 feet South of the North line of Larch Avenue (vacated), and the North 20 feet of Lot 9 of Block 450 of the Revised Plat (of 1908) of the City of Muskegon.

WHEREAS, the City Commission did by resolution appoint and designate the 28th day of January 1957 at 7:30 P.M. of said day as the time and the Commission Room as the place where the City Commission would meet to hear and consider objections to the vacating, discontinuing and abolishing of said portions of street or alley, and

WHEREAS, due notice has been given of said hearing as required by said resolution, as appears by affidavit of publication now on file, and

WHEREAS, said City Commission has met in the Commission Room on this day to hear and consider objections to the vacating, discontinuing and abolishing of said portion of said street or alley, and

WHEREAS, no objections have been heard or filed,

NOW, THEREFORE BE IT RESOLVED, that the City Commission deems it advisable and for the public interest to vacate, discontinue and abolish said portion of street or alley.

RESOLVED, further, that the City Commission does hereby declare said above mentioned portion of Alleys vacated, discontinued and abolished; Provided, however, that this action on the part of the City Commission shall not operate so as to conflict or interfere with the utility rights heretofore acquired by the City or by any public service utility in the City of Muskegon, operating in, over and upon said portion of street or alley hereby vacated, and it hereby expressly declared that such rights shall remain in full force and effect.

Dated this 28th day of January 1957.

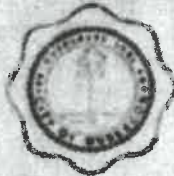
H. J. DeVette
Commissioner

Supported by Commissioner Ladd.

ATTEST: Tessa, Commissioners DeVette, Klevering, Ladd, Steiner, and Carlson.

Days, Room.

LIBR 154 PAGE 84
CITY OF MUSKEGON
MICHIGAN



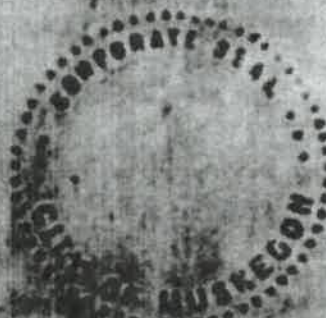
D. HILDEBRAND CARLSON
MAYOR
CLARENCE S. ELDERTON
VICE-MAYOR
COMMISSIONERS:
HENRY J. DE VETTE
HENRY J. KLEVERING
JOHN E. LADD
DONALD F. BEYFERTH
WILLIAM E. STEINER

GEORGE F. LIDDLE
CITY MANAGER
ARTHUR J. LEUTSCHER
CITY CLERK
EDWARD E. FARMER
CITY ATTORNEY

STATE OF MICHIGAN }
COUNTY OF MUSKEGON } 35

I, A. J. Leutscher, City Clerk of the City of Muskegon do hereby certify that the attached is a true and correct copy of the proceedings of the City Commission taken at its regular meeting held January 22, 1957 relative to the Vacating of Alleys in Block 480 of the Revised Plat (of 1905) of the City of Muskegon.

Dated this 25th day of January 1957.



A. J. Leutscher
A. J. Leutscher,
City Clerk.

STATE OF MICHIGAN
COUNTY OF MUSKEGON
RECEIVED FOR RECORD

STATE OF MICHIGAN
COUNTY OF MUSKEGON
RECEIVED FOR RECORD

1957 JAN 31 PM 12 40

1957 JAN 31 PM 12 40

John H. Hanks
REGISTER OF DEEDS

John H. Hanks
REGISTER OF DEEDS

A. J. Leutscher
Muskegon

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 14, 2020	Title: Third Amendment to Shared Use Agreement
Submitted By: Beth Lewis	Department: Finance
Brief Summary: Staff is seeking approval of the third amendment to the lease agreement with WC Hockey. This amendment will codify a number of changes that are in the process of being implemented.	
Detailed Summary: We are proposing amendments to four sections of the lease to accommodate mutually-desirable changes, as follows: 1. Paragraph 12 is being updated to match the changes approved by the city commission related to splitting the gross revenue from the naming rights deal as well as the other dominant signage deals. The City will retain 80% of the gross naming rights revenue. The team will retain 80% of the other dominant signage revenue outlined in the exhibit. 2. Paragraph 14. The Lumberjacks previously agreed to undertake a certain amount of construction in the facility and be reimbursed for those costs only if they exercised their first option to extend the lease. Here, we are acknowledging that the work is complete and the cost was \$260,215.35. It will be deducted from their rent in years 3-7. 3. Paragraph 18 is being amended to allow for additional ticketing for the city. The city will use these tickets, in-part to meet some of the obligations associated with the Mercy Health naming rights sponsorship. 4. Language was added to account for the studio space we will be providing to WZZM.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s):	Fund(s) or Account(s): N/A
Recommended Motion: Approve the Agreement and authorize the City Manager and City Clerk to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Third Amendment to Shared Use Agreement

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

Background

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

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

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

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

Therefore, the Agreement is amended as follows:

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Lumberjacks – WC Hockey, LLC

By: _____

Name: Mike McCall

Title: President

Date: January __, 2020

City – City of Muskegon

By: _____

Name: Franklin Peterson

Title: City Manager

Date: January __, 2020

By: _____

Name: Ann Meisch

Title: City Clerk

Date: January __, 2020

Exhibit A

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------

TOTAL	58,181,056.92	58,450,000.00	67.63%
DEBT	1,000,000.00	1,000,000.00	1.70%
EQUITY	57,181,056.92	57,450,000.00	65.93%
COMMON	57,222,272.17	57,222,272.17	66.02%
RETAINING	\$1,600,000.00	\$2,227,727.83	7.11%
RESERVES	\$1,200,000.00	80,000.00	0.09%
OTHER	\$1,280,000.00	80,000.00	0.09%
STOCK	57,195,056.92	57,200,000.00	66.57%
STOCK	\$5,884,984.15	80,000.00	0.09%
STOCK	\$966,222.17	13,726.17	0.02%
STOCK	\$3,600,000.00	3,720,000.00	6.45%
STOCK	\$1,280,000.00	1,280,000.00	2.22%

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 1/14/2020	Title: CRC Resignation, Removal, and Appointment and Re-Appointment Recommendations
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: To accept removals, appointments, and re-appointments for various community relations committees, boards, authorities, and commissions.	
Detailed Summary: To accept removals, appointments, and re-appointments for various community relations committees, boards, authorities, and commissions as follows: • Removals of Carrie Johnson and Eleanor Canter of the Community Development Block Grant/Citizen's District Council. • Appointments/Reappointments to the following boards: Board of Review Reappoint: Mary Jamieson (Citizen) and Clinton Todd (Citizen) Appoint: Martha Bottomley (Citizen) Citizen Police Review Board Reappoint: David Bukala (Law Enforcement Official), Ruby Clark (Neighborhood Association Rep.), and Josie James (Member of Minority Based Org.) CDBG/CDC Appoint: James Chabot (Citizen Ward 1) and Marie Cisneros (Citizen at Large) Construction Code Board of Appeals Reappoint: Bion Boucher (Architect), Harold Callender (Plumbing), James Fox (Electrical), and Michael McPhall (Fire) Downtown Development Authority Reappoint: Paul Edbrooke (Citizen) and Michael Kleaveland (Interest in the District) Election Commission Reappoint: Casey Allard (Citizen) Equal Opportunity Committee Reappoint: Kimberly Williams (Ward 4) Appoint: Jared Gazarek (Citizen Ward 2), Patsy Petty (Citizen Ward 1), and Ana Zuber (Citizen At Large) Historic District Commission Reappoint: Steven Radtke (Citizen) and Kimi George (Resides or Has Interest in Historic District)	

Housing Code Board of Appeals

Reappoint: Kim Burr (Citizen) and Boyd Arthur (Citizen)

Housing Commission

Appoint: Jake Eckholm (Citizen)

Income Tax Board of Review

Appoint: Carrie Frees (Resident)

Local Development Finance Authority

Reappoint: Andy Wible (Citizen)

Appoint: Todd Halterman (Citizen)

Local Officers Compensation Commission

Reappoint: Dwayne Lang (Citizen)

Planning

Reappoint: Bryon Mazade (Citizen) and Jill Montgomery-Keast (Citizen)

Appoint: Larry Spataro (Citizen)

Zoning Board of Appeals

Reappoint: Ernest Fordham (Citizen) and Jonathan Witmer (Citizen)

Appoint: Terry Puffer (Citizen)

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 recommendations of the Community Relations Committee.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action: