

CITY OF MUSKEGON

CITY COMMISSION MEETING

July 22, 2025 @ 5:30 PM

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS, AWARDS, AND PRESENTATIONS:**
 - A. Introduction of Jessica Grimm, Elections Coordinator City Clerk**
- ☐ **PUBLIC HEARINGS:**
 - A. Request to establish a Plant Rehabilitation District at 701 W. Laketon Ave. Economic Development**
 - B. Request to establish a Commercial Rehabilitation District at 1700 Oak Ave. Economic Development**
- ☐ **FEDERAL/STATE/COUNTY OFFICIALS UPDATE:**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk**
 - B. Filtration Plant Air Wash Variable Frequency Drives (VFDS) Replacement Public Works**
 - C. Park Design Services Award DPW- Parks**
 - D. DWSRF Construction Engineering 2025 Public Works**
 - E. Amendment to the zoning ordinance - Extending the hours of operation for marihuana retailers and provisioning centers. Planning**
 - F. Amendment to the zoning ordinance - Allowing churches as a permitted**

use in civic buildings in the Form-Based Code, Downtown context area.
Planning

G. Amendment to the zoning ordinance - Allowing marinas as a permitted use in Form-Based Code, Lakeside Mixed Residential districts. Planning

H. Allen Edwin/Green Development Ventures Lot Purchase and Development Agreement Economic Development

☐ UNFINISHED BUSINESS:

☐ NEW BUSINESS:

A. Service Agreement With City Wise Software Economic Development

☐ ANY OTHER BUSINESS:

☐ GENERAL PUBLIC COMMENT:

► Reminder: Individuals who would like to address the City Commission shall do the following: ► Fill out a request to speak form attached to the agenda or located in the back of the room. ► Submit the form to the City Clerk. ► Be recognized by the Chair. ► Step forward to the microphone. ► State name. ► Limit of 3 minutes to address the Commission.

☐ CLOSED SESSION:

☐ ADJOURNMENT:

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE CITY OF MUSKEGON AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

To give comment on a live-streamed meeting the city will provide a call-in telephone number to the public to be able to call and give comment. For a public meeting that is not live-streamed, and which a citizen would like to watch and give comment, they must contact the City Clerk's Office with at least a two-business day notice. The participant will then receive a zoom link which will allow them to watch live and give comment. Contact information is below. For more details, please visit:

www.shorelinecity.com

The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following:

Ann Marie Meisch, MMC. City Clerk. 933 Terrace St. Muskegon, MI 49440. (231)724-6705.
clerk@shorelinecity.com



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 22, 2025	Title: Request to establish a Plant Rehabilitation District at 701 W. Laketon Ave.				
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development				
Brief Summary: Pursuant to Public Act 198 of 1974, as amended, SRS Fiberglass Products, 1041 E. Laketon Ave., Muskegon, MI has requested the establishment of a Plant Rehabilitation District for property located at 701 W. Laketon Ave., Muskegon, MI.					
Detailed Summary & Background: SRS Fiberglass Products has submitted a request to establish a Plant Rehabilitation District at 701 W. Laketon Avenue, the former Great Lakes Die Cast facility. SRS is in the process of launching a new company to support and expand their current fiberglass product operations. The new entity plans to make significant capital investments into rehabilitating the facility and anticipates creating over 50 high-paying jobs within the next two years. According to Public Act 198 of 1974, as amended, the creation of a Plant Rehabilitation District is a required first step before a business can apply for an Industrial Facilities Tax (IFT) Exemption Certificate, which provides a property tax abatement on qualified real property investments.					
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 1: Destination Community & Quality of Life - Reduction of blighted commercial properties					
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;"> </td> </tr> </table>	Yes	No	N/A	
Yes	No	N/A			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;"> </td> </tr> </table>	Yes	No	N/A	
Yes	No	N/A			
Recommended Motion: I move to close the public hearing and approve the attached resolution establishing a Plant Rehabilitation District at 701 W. Laketon Ave. and authorize the City Clerk and Mayor to sign.					
Approvals:	Guest(s) Invited / Presenting: Yes				

Immediate Division Head			
Information Technology			
Other Division Heads			
Communication			
Legal Review			

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING A PLANT REHABILITATION DISTRICT AT 701 W. LAKETON AVE, MUSKEGON,
MI 49441

WHEREAS, pursuant to PA 198 of 1974, as amended, the City Commission of the City of Muskegon has the authority to establish a Plant Rehabilitation District within the City of Muskegon; and

WHEREAS, SRS Fiberglass Products has petitioned the City Commission of the City of Muskegon to establish a Plant Rehabilitation District on its property located in the City of Muskegon hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Muskegon Chronicle and public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on July 22, 2025 a public hearing was held at which all owners of real property within the proposed Plant Rehabilitation District and all residents and taxpayers of the City of Muskegon were afforded an opportunity to be heard thereon; and

WHEREAS, the City Commission of the City of Muskegon deems it to be in the public interest of the City of Muskegon to establish the Plant Rehabilitation District as proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Muskegon that the following described parcel of land situated in the City of Muskegon, Muskegon County, and State of Michigan, to wit:

LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWN 10 NORTH, RANGE 16 WEST, CITY OF MUSKEGON, COUNTY OF MUSKEGON, STATE OF MICHIGAN. LOTS 6 AND 7 AND LOTS 12 TO 18, INCLUSIVE, BLOCK 2; LOTS 1 TO 4, INCLUSIVE AND LOTS 20 TO 26 INCLUSIVE, BLOCK 3; LOTS 1 TO 7, INCLUSIVE AND LOTS 21 TO 26, INCLUSIVE, BLOCK 4; LOTS 1 TO 6 INCLUSIVE, BLOCK 5; ALL IN MAP OF GLENCOE ADDITION TO THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF PLATS, PAGE 33, MUSKEGON COUNTY RECORDS, INCLUDING VACATED STREETS AND ALLEY ADJACENT THERETO.

EXCEPT: THAT PART THAT LIES EAST OF THE WEST RIGHT OF WAY LINE OF BUSINESS HIGHWAY US-31.

ALSO EXCEPT, PART OF LOT 7, BLOCK 2, THE WEST HALF OF VACATED BEIDLER STREET, AND THE NORTH HALF OF THE VACATED ALLEY ADJACENT TO LOTS 1 TO 5 AND 7 TO 11.

SAID PARCEL ALSO DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 31;

THENCE SOUTH 88 DEGREES 05 MINUTES 42 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 209.87 FEET;

THENCE SOUTH 01 DEGREE 54 MINUTES 18 SECONDS WEST TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE C&O RAILROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKETON AVENUE, A DISTANCE OF 33.00 FEET;

THENCE SOUTH 88 DEGREES 05 MINUTES 42 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LAKETON AVENUE, A DISTANCE OF 105.79 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 88 DEGREES 05 MINUTES 42 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 76.20 FEET;

THENCE SOUTH 25 DEGREES 12 MINUTES 56 SECONDS WEST, A DISTANCE OF 41.23 FEET;

THENCE SOUTH 01 DEGREE 56 MINUTES 06 SECONDS WEST, A DISTANCE OF 96.24 FEET;

THENCE SOUTH 88 DEGREES 03 MINUTES 54 SECONDS EAST ALONG THE CENTERLINE OF SAID VACATED ALLEY, A DISTANCE OF 143.00 FEET;

THENCE NORTH 01 DEGREE 56 MINUTES 06 SECONDS EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 88 DEGREES 03 MINUTES 54 SECONDS EAST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 01 DEGREE 56 MINUTES 23 SECONDS EAST ALONG THE CENTERLINE OF SAID VACATED BEIDLER STREET, A DISTANCE OF 49.00 FEET;

THENCE NORTH 88 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 2.50 FEET;

THENCE NORTH 01 DEGREE 56 MINUTES 04 SECONDS EAST, A DISTANCE OF 16.00 FEET;

THENCE SOUTH 88 DEGREES 04 MINUTES 32 SECONDS EAST, A DISTANCE OF 2.50 FEET;

THENCE NORTH 15 DEGREES 58 MINUTES 06 SECONDS EAST, A DISTANCE OF 56.94 FEET;

THENCE SOUTH 88 DEGREES 05 MINUTES 42 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LAKETON AVENUE, A DISTANCE OF 100.50 FEET;

THENCE SOUTH 02 DEGREES 35 MINUTES 53 SECONDS WEST, A DISTANCE OF 99.05 FEET;

THENCE SOUTH 88 DEGREES 31 MINUTES 45 SECONDS EAST, A DISTANCE OF 1.48 FEET;

THENCE SOUTH 02 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 44.63 FEET;

THENCE SOUTH 88 DEGREES 00 MINUTES 28 SECONDS EAST ALONG THE CENTERLINE OF A VACATED ALLEY ADJACENT TO LOTS 20 TO 24 OF SAID BLOCK 3, A DISTANCE OF 125.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BUSINESS US-31 (SEAWAY DRIVE);

THENCE SOUTH 02 DEGREES 12 MINUTES 50 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 323.07 FEET;

THENCE NORTH 88 DEGREES 02 MINUTES 53 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 25.01 FEET;

THENCE SOUTH 02 DEGREES 07 MINUTES 12 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 379.00 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF THE C&O RAILROAD;

THENCE NORTH 30 DEGREES 49 MINUTES 56 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF THE C&O RAILROAD, A DISTANCE OF 647.16 FEET;

THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 191.13 FEET ALONG A CURVE TO THE RIGHT CURVE DATA BEING RADIUS = 2,334.36 FEET, DELTA = 04 DEGREES 41 MINUTES 28 SECONDS, LONG CHORD = 191.07 FEET, LONG CHORD BEARING = NORTH 26 DEGREES 50 MINUTES 57 SECONDS WEST;

THENCE SOUTH 88 DEGREES 03 MINUTES 54 SECONDS EAST ALONG THE CENTERLINE OF SAID VACATED ALLEY ADJACENT TO LOTS 1 TO 5 OF BLOCK 2, A DISTANCE OF 79.25 FEET;

THENCE NORTH 01 DEGREE 56 MINUTES 06 SECONDS EAST, A DISTANCE OF 114.09 FEET;

THENCE NORTH 88 DEGREES 05 MINUTES 42 SECONDS WEST, A DISTANCE OF 34.89 FEET;

THENCE NORTH 01 DEGREE 56 MINUTES 06 SECONDS EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 4.26 ACRES, MORE OR LESS.

is established as a Plant Rehabilitation District pursuant to the provisions of PA 198 of 1974, as amended, to be known as 701 W. Laketon Plant Rehabilitation District.

Adopted this 22nd Day of July 2025.

Ayes:

Nays:

Absent:

BY: _____
Ken Johnson
Mayor

ATTEST: _____
Ann Meisch
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on July 22, 2025.

Ann Meisch
Clerk





June 13, 2025

Ann Marie Meisch
City of Muskegon Clerk's Office
City Hall, 1st Floor
933 Terrace Street
Muskegon, MI 49440

Dear Ann,

SRS Holdings LLC would like to create a Plant Rehab District. We are planning to open a new facility and need to apply for an IFT.

If you have any further questions, please don't hesitate to reach out to me.

Sincerely,

A handwritten signature in cursive script that reads "Julie Jennings".

Julie Jennings
HR Manager
SRS Fiberglass Products
231-747-6839
julie@srsfiberglass.com



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 22, 2025	Title: Request to establish a Commercial Rehabilitation District at 1700 Oak Ave.							
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development							
Brief Summary: Pursuant to Public Act 210 of 2005, as amended, Muskegon-Central Park, LLC is requesting the establishment of a Commercial Rehabilitation District (PA 210) at 1700 Oak Ave. to support further development at 1700 Oak Ave								
Detailed Summary & Background: Muskegon-Central Park, LLC has submitted a request to establish a Commercial Rehabilitation District at 1700 Oak Avenue. Establishing the district would enable the property owner to apply for a Commercial Rehabilitation Certificate under Public Act 210 of 2005. If approved, the certificate would freeze the building's taxable value and exempt new real property investment from local property taxes for a period of up to 10 years, while school operating taxes would still apply. The proposed project involves the demolition of the former General Hospital site and the construction of six (6) new three-story multi-family residential buildings. The total capital investment is estimated at \$21,000,000. The development is expected to create three (3) permanent full-time jobs, and approximately 100 construction jobs during the redevelopment phase. This investment will revitalize a long-vacant site and support the continued growth of high-quality housing options within the city.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 1: Destination Community & Quality of Life - Reduction of blighted commercial properties								
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No		N/A	X	
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Yes		No		N/A	X			

Recommended Motion:

I move to close the public hearing and approve the attached resolution establishing a Commercial Rehabilitation District at 1700 Oak Ave. and authorize the City Clerk and Mayor to sign.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting: Yes

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING THE CREATION OF A COMMERCIAL REHABILITATION DISTRICT
1700 OAK AVE**

WHEREAS, pursuant to PA 210 of 2005, the City of Muskegon has the authority to establish "Commercial Rehabilitation Districts" within the City of Muskegon at request of itself or a commercial business enterprise; and

WHEREAS, Muskegon-Central Park, LLC has requested the establishment of the Commercial Rehabilitation District for an area in the vicinity of 1700 Oak Ave. located in the City of Muskegon hereinafter described; and

WHEREAS, the City Commission of the City of Muskegon determined that the district meets the requirements set forth in sections 2(b) and 3 of PA 210 of 2005; and

WHEREAS, written notice has been given by certified mail to the county and all owners of real property located within the proposed district as required by section 3(3) of PA 210 of 2005; and

WHEREAS, a Public Hearing was held on July 22, 2025 at which the applicant, the assessor and representatives of the affected taxing units were afforded an opportunity to be heard;

WHEREAS, the City Commission deems it to be in the public interest of the City of Muskegon to establish the Commercial Rehabilitation District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Muskegon that the following described parcel of land situated in the City of Muskegon, Muskegon County, and State of Michigan, to wit:

CITY OF MUSKEGON SEC 22 T10N R16W PART OF THE N 1/2 OF THE SW 1/4 SEC 22 T10N R16W DESCRIBED AS: BEG AT A PT ON THE W LN OF SD SEC 22 750.77 FT S 00D 10M 00S E OF WEST 1/4 CORNER OF SEC 22 TH N 88D 59M 00S E 476.68 FT TH N 02D 06M 10S W 295.47 FT TH N 89D 50M 00S E 1.35 FT TH S 65D 27M 17S E 121.09 FT TH N 88D 44M 43S E 98.19 FT TH S 01D 44M 05S E 97.05 FT TH N 89D 08M 54S E 284.84 FT TH N 01D 15M 17S W 99.05 FT TH N 88D 44M 43S E 214.30 FT TH N 00D 32M 46S W 509.95 FT TO EAST-WEST 1/4 LINE OF SEC 22 TH N 88D 44M 43S E 444.45 FT ALG SD EAST-WEST 1/4 LINE TH S 00D 10M 00S E 1074.38 FT ALG E LINE OF THE WEST 1617.0 FT OF SD SW 1/4 TH S 89D 01M 03S W 36.85 FT ALG N LN OF S 253.0 FT OF THE N 1/2 OF SAID SW 1/4 TH N 01D 01M 00S W 140.91 FT ALG THE EAST BOUNDARY OF AMENDED PLAT OF LOTS 11 THRU 20 VACATED WELLS AVE (PRIVATE) AND THE VACATED PORTION OF RILEY ST (PRIVATE) OF OSTEOPATHIC MEDICAL PLOT NO. 2 TH S 88D 59M 00S W 377.18 FT ALG N LN OF VACATED WELLS AVE TH S 01D 01M 00S E 27.00 FT TH S 88D 59M 00S W 225.32 FT TH S 01D 01M 00S E 366.55 FT ALG THE W BOUNDARY OF SD AMENDED PLAT AND ALG THE W BOUNDARY OF OSTEOPATHIC MEDICAL PLAT TH S 89D 01M 03S W 981.58 FT ALG THE S LN OF N 1/2 OF SD SW 1/4 TO WEST LN OF SD SEC 22 TH N 00D 10M 00S W 568.92 FT ALG SD W LN TO POB. EXCEPT THAT PART OF THE N 1/2 OF SW 1/4 SEC 22 DESC AS BEG AT A POINT ON THE W LN OF OSTEOPATHIC MEDICAL PLAT NO 2 EXTENDED NORTH THAT IS 162.00 FT N 01D 01M W OF THE NW COR OF SD OSTEOPATHIC MEDICAL PLAT NO 2 TH N 01D 01M W 116.00 FT ALG SD W LN EXTENDED TH N 88D 59M E 125.00 FT TH S 01D 01M W 116.00 FT TH S 88D 59M W 125.00 FT TO POB ALSO EXC TH PART OF THE N 1/2 OF SW 1/4 SEC 22 DESC AS BEG AT A PT THAT IS 162.00 FT N 01D 01M W ALG THE W LN OF OSTEOPATHIC MEDICAL PLAT NO 2 EXT NORTH AND 125.00 FT N 88D 59M E OF THE NW COR OF OSTEOPATHIC MEDICAL PLAT NO 2 TH N

01D 02M W 156.00 FT TH N 88D 59M E 105.00 FT TH S 01D 01M E 156.00 FT TH S 89D 59M W 105.00 FT TO POB SUBJ TO EASEMENT FOR INGRESS/EGRESS AND UTILITIES DESC AS: BEG AT A PT ON THE WEST LN OF SEC 22 T10N R16W 750.77 FT S 00D 10M 00S E OF THE W 1/4 CORNER OF SD SEC 22 TH N 88D 59M 00S E 476.68 FT TH S 00D 10M 00S E 60.00 FT TH S 88D 59M 00S W 476.68 FT TO THE WEST LN OF SD SEC 22 TH N 00D 10M 00S W 60.00 FT TO THE POB. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RECORDED IN LIBER 3822 PAGE 681.

Adopted this 22nd Day of July 2025.

Ayes:

Nays:

Absent:

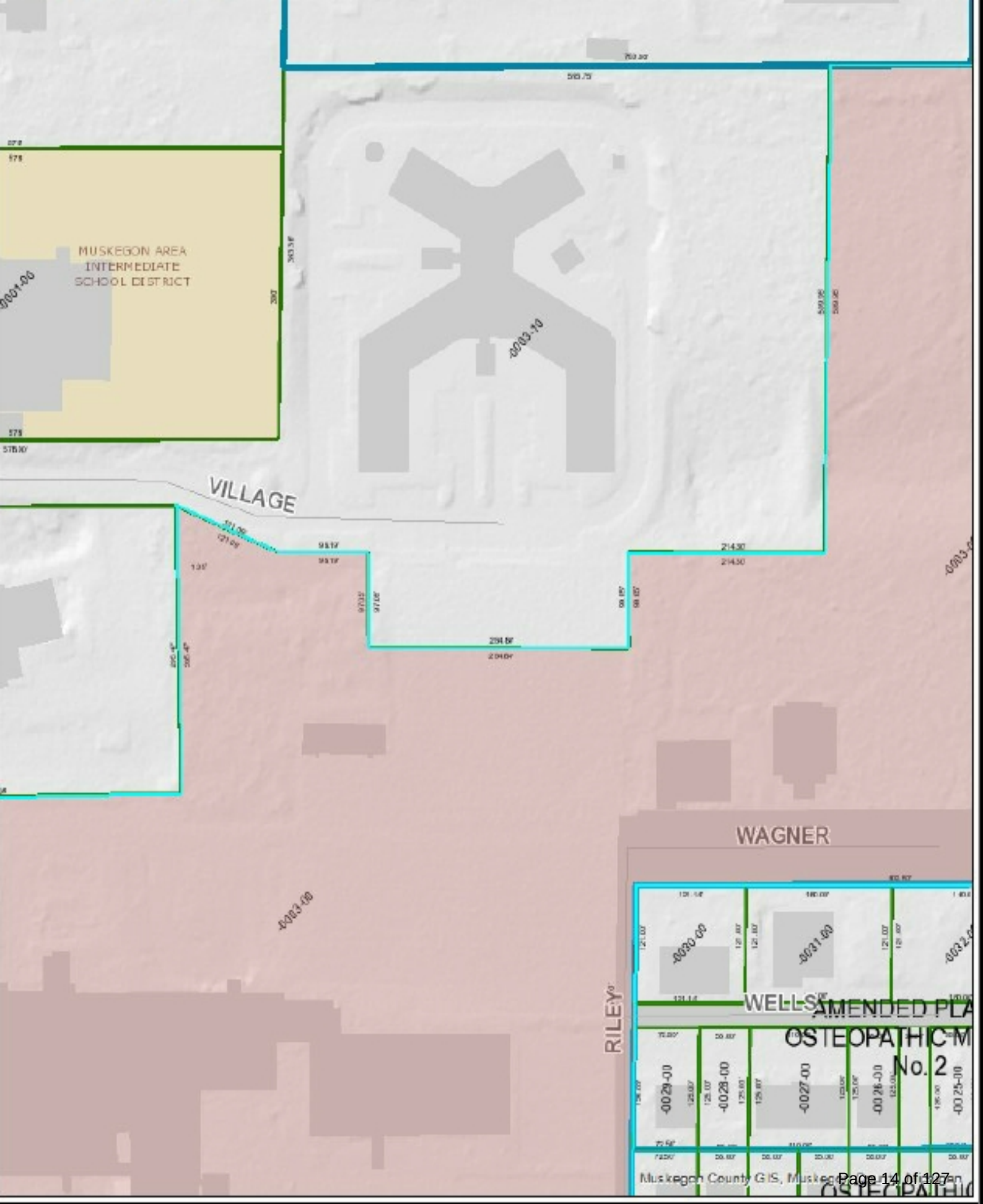
BY: _____
Ken Johnson
Mayor

ATTEST: _____
Ann Meisch
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on July 22, 2025.

Ann Meisch
Clerk



MUSKEGON AREA
INTERMEDIATE
SCHOOL DISTRICT

VILLAGE

WAGNER

RILEY

WELLS AMENDED PLAT
OSTEOPATHIC M
No. 2

Muskegon-Central Park, LLC
1575 Watertower Place, East Lansing, MI 48823

March 7, 2025

Ann Meisch, Clerk
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Ms. Meisch,

This letter serves as our letter of intent to proceed with the redevelopment of the property located at 1700 Oak Avenue, Muskegon, Michigan, and to request approval of a Commercial Rehabilitation District (PA 210) for this brownfield site.

The Site includes the western 13.89 acres of the former Muskegon General Hospital campus, which was developed in the 1960s and remained operational until 2020. This functionally obsolete site will be redeveloped for multi-family residential purposes, consistent with the existing zoning on the site. To prepare the site for redevelopment, significant costs will be incurred to complete asbestos abatement, demolish the hospital, condition the site, and make necessary infrastructure improvements.

Our goal is for project activities to commence in 2025 with construction completion anticipated in 2026. Muskegon-Central Park, LLC will own and operate the project.

We are requesting approval of a PA 210 district and abatement for the full 10 years to accommodate the extremely high cost of redevelopment of this project site.

Please do not hesitate to contact me with any questions. I can be reached by email at steve@krimson.com or by phone at 517-333-9622.


Steve Calverley
Muskegon-Central Park, LLC

Cc: Roman Wilson, Fishbeck



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 22, 2025		Title: Approval of Minutes																
Submitted by: Ann Meisch, City Clerk		Department: City Clerk																
Brief Summary: To approve minutes of the July 8, 2025, City Commission Meeting.																		
Detailed Summary & Background:																		
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>																		
Amount Requested:		Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>		Yes		No		N/A	x									
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Fund(s) or Account(s):		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>		Yes		No		N/A	x									
Yes		No		N/A	x													
Recommended Motion: Approval of the minutes.																		
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>		Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No	
Immediate Division Head																		
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CITY OF MUSKEGON

CITY COMMISSION MEETING

July 8, 2025 @ 5:30 PM

**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, Michigan at 5:30 p.m., Tuesday, July 8, 2025. Pastor Dwayne Riley from Crestwood United Methodist Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

Present: Mayor Ken Johnson, Vice Mayor Rebecca St. Clair, Commissioners Willie German, Jr., Rachel Gorman, Katrina Kochin, and Jay Kilgo, City Manager Jonathan Seyferth, City Attorney John Schrier, and City Clerk Ann Marie Meisch
Absent: Commissioner Destinee Keener

2025-54 HONORS, AWARDS, AND PRESENTATIONS

A. Disability Pride Month Resolution Manager's Office

To adopt a resolution recognizing July as Disability Pride Month.
Jeffrey VanDyke explained why Disability Pride Month matters and Commissioner Kochin read the Resolution.

Motion by Commissioner Kochin, second by Vice Mayor St.Clair, to adopt a resolution recognizing July as Disability Pride Month and to allow for the displaying of the history and information on Disability Pride and disability resources in the lobby of City Hall.

**ROLL VOTE: Ayes: German, Gorman, Kochin, St.Clair, Johnson, and Kilgo
Nays: None**

MOTION PASSES

2025-55 PUBLIC HEARINGS

A. Request to Create a New Neighborhood Enterprise Zone District at 535 Yuba St Economic Development

Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for a single-family home at 535 Yuba St.

This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 535 Yuba Street. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation.

In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements:

- A public hearing must be held within 45 days of the notice being sent.
- The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued

The resolution to establish the NEZ district at 535 Yuba Street is scheduled to return to the City Commission for consideration on August 12, 2025.

State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 535 Yuba Street would remain within the allowable limit.

STAFF RECOMMENDATION: I move to close the public hearing for the NEZ District at 535 Yuba St.

The Public Hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner Kilgo, second by Commissioner Kochin, to close the public hearing for the NEZ District at 535 Yuba Street.

ROLL VOTE: Ayes: Gorman, Kochin, St.Clair, Johnson, Kilgo, and German
Nays: None

MOTION PASSES

B. Request to Create a New Neighborhood Enterprise Zone District at 2127 Austin St. Economic Development

Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for 2127 Austin St.

This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 2127 Austin St. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation.

In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements:

- A public hearing must be held within 45 days of the notice being sent.
- The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued.

The resolution to establish the NEZ district at 2127 Austin Street is scheduled to return to the City Commission for consideration on August 12, 2025.

State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 2127 Austin Street would remain within the allowable limit.

STAFF RECOMMENDATION: I move to close the public hearing for the NEZ District at 2127 Austin St.

The Public Hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner St.Clair, second by Commissioner Kilgo, to close the public hearing for the NEZ District at 2127 Austin St.

**ROLL VOTE: Ayes: Kochin, St.Clair, Johnson, Kilgo, German, and Gorman
Nays: None**

MOTION PASSES

C. Request to Create a New Neighborhood Enterprise Zone District at 2262 Austin St. Economic Development

Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for 2262 Austin St.

This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 2262 Austin St. Inclusion in a NEZ

district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation.

In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements:

- A public hearing must be held within 45 days of the notice being sent.
- The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued.

The resolution to establish the NEZ district at 2262 Austin Street is scheduled to return to the City Commission for consideration on August 12, 2025.

State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 2262 Austin would remain within the allowable limit.

STAFF RECOMMENDATION: I move to close the public hearing for the NEZ District at 2262 Austin St.

The Public Hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner German, second by Commissioner Kilgo, to close the public hearing for the NEZ District at 2262 Austin St.

ROLL VOTE: Ayes: St.Clair, Johnson, Kilgo, German, Gorman, and Kochin
Nays: None

MOTION PASSES

D. Request to Create a New Neighborhood Enterprise Zone District at 1920, 1930, 1940, 1950 & 1960 South Getty St. Economic Development

Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for 1920, 1930, 1940, 1950 & 1960 South Getty St.

This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 1920, 1930, 1940, 1950 & 1960 South Getty St. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation. In accordance with Public Act 147 of 1992, as amended, notice of the

proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements:

- A public hearing must be held within 45 days of the notice being sent.
- The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued.

The resolution to establish the NEZ district at 1920, 1930, 1940, 1950 & 1960 South Getty St. is scheduled to return to the City Commission for consideration on August 12, 2025.

State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 1920, 1930, 1940, 1950 & 1960 South Getty St. would remain within the allowable limit.

STAFF RECOMMENDATION: I move to close the public hearing for 1920, 1930, 1940, 1950 & 1960 South Getty St.

The Public Hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to close the public hearing for 1920, 1930, 1940, 1950 & 1960 South Getty St.

**ROLL VOTE: Ayes: Johnson, Kilgo, German, Gorman, Kochin, and St.Clair
Nays: None**

MOTION PASSES

E. Request to Create a New Neighborhood Enterprise Zone District at 2209 Valley St. Economic Development

Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for 2209 Valley St.

This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 2209 Valley St. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation.

In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements:

- A public hearing must be held within 45 days of the notice being sent.

- The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued.

The resolution to establish the NEZ district at 2209 Valley St. is scheduled to return to the City Commission for consideration on August 12, 2025.

State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 2209 Valley St. would remain within the allowable limit.

STAFF RECOMMENDATION: I move to close the public hearing for 2209 Valley St. The Public Hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Vice Mayor St.Clair, second by Commissioner Kochin, to close the public hearing for 2209 Valley St.

ROLL VOTE: Ayes: Kilgo, German, Gorman, Kochin, St.Clair, and Johnson
Nays: None

MOTION PASSES

F. Request to Create a New Neighborhood Enterprise Zone District at 2247 Valley St. Economic Development

Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for 2247 Valley St.

This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 2247 Valley St. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation.

In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements:

- A public hearing must be held within 45 days of the notice being sent.
- The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued.

The resolution to establish the NEZ district at 2247 Valley St. is scheduled to return to the City Commission for consideration on August 12, 2025.

State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 2247 Valley St. would remain within the allowable limit.

STAFF RECOMMENDATION: I move to close the public hearing for 2247 Valley St. The Public Hearing opened to hear and consider any comments from the public. Comments were made from Pastor Dwayne Riley.

Motion by Commissioner German, second by Vice Mayor St.Clair, to close the public hearing for 2247 Valley St.

ROLL VOTE: Ayes: German, Gorman, Kochin, St.Clair, Johnson, and Kilgo
Nays: None

MOTION PASSES

G. Request to Create a New Neighborhood Enterprise Zone District at 2155 Continental St. Economic Development

Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for 2155 Continental St.

This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 2155 Continental St. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation.

In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements:

- A public hearing must be held within 45 days of the notice being sent.
- The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued.

The resolution to establish the NEZ district at 2155 Continental St. is scheduled to return to the City Commission for consideration on August 12, 2025.

State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 2247 Valley St. would remain within the allowable limit.

STAFF RECOMMENDATION: I move to close the public hearing at 2155 Continental St.

The Public Hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to close the public hearing at 2155 Continental St.

**ROLL VOTE: Ayes: German, Gorman, Kochin, St.Clair, Johnson, and Kilgo
Nays: None**

MOTION PASSES

FEDERAL/STATE/COUNTY OFFICIALS UPDATE

No comments were received.

PUBLIC COMMENT ON AGENDA ITEMS

No public comments were received.

2025-56 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the June 24, 2025, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

B. Purchase of Tax Auction Properties Planning

Purchase of vacant lots and one house from the County Treasurer.

Prior to the August 1st, 2025, Tax Auction, the City has the opportunity to express interest in vacant land and houses to the County Treasurer. There is 1 address (1764 Manz) with a home on it, that will be developed by the CNS Department with HOME funds and sold to buyers at or below the 80% AML. There are 5 vacant lots (872 E Forest, 1642 Dyson, 181 Irwin, 1500 Park, and 771 McLaughlin) that will be used to help further infill housing goals. All properties purchased will be for public purposes. Three properties were removed from the original list of properties (240 Mason, 436 Catawba, and 159 W Larch). These properties' cost was originally \$11,355.87. Notice was given today (7/8/25) that an Intent to Claim was filed with the County Treasurer's office by previous owners, raising the total cost of these three addresses to \$166,800. When an Intent to Claim is filed, the minimum purchase amount is changed to fair market value, or double the SEV.

STAFF RECOMMENDATION: Authorize the Code Coordinator to proceed with the purchase of the addresses in the letter of intent from the Muskegon County Treasurer Tax Auction, 8/1/2025.

D. Adoption of the Muskegon County Hazard Mitigation Plan Public Safety

Staff seeks the adoption of the Muskegon County Hazard Mitigation Plan and approval of the corresponding resolution of support.

Muskegon County Emergency Management completed the Muskegon County Hazard Mitigation Plan (HMP) 2024-2029 Edition. The document was prepared in accordance with the Disaster Mitigation Act of 2000 to identify and assess the County's risk and vulnerabilities to hazards, and to outline strategies and options for minimizing the damage and impact of future disasters.

The HMP is a required document in order for local agencies to pursue state and federal grant funding.

The County is requesting the City's adoption of a resolution in support of the HMP.

The document can be accessed at -

<https://co.muskegon.mi.us/1973/Emergency-Management>

STAFF RECOMMENDATION: I move to adopt the Muskegon County Hazard Mitigation Plan and authorize the Mayor and Clerk to sign the resolution.

F. Sale of 1783 Smith Planning

Staff is seeking authorization to sell the City-owned vacant lot at 1783 Smith to B&L Properties #1 LLC (Brian Tierman).

B&L Properties #1 LLC (Brian Tierman) would like to purchase the City-owned buildable lot at 1783 Smith for \$2,775 (75% of the True Cash Value of \$3,700) plus half of the closing costs, and the fee to register the deed. Brian Tierman, an adjacent property owner and local business owner, will be constructing a duplex on the property. The lot dimensions are 45' x 125.5' (5,647.5 sq ft), meeting the requirements for a duplex build.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lot at 1783 Smith to B&L Properties #1 LLC (Brian Tierman).

I. Certification of MERS Representatives Finance

Assigning Delegates for MERS Conference.

The MERS plan document provides that "the governing body for each municipality shall certify the names of (2) delegates to the Annual Meeting. One delegate shall be a member who is an officer of the municipality appointed by the governing body of the municipality. The other delegate shall be a member who is not an officer of the municipality, elected by the municipal officers/employees of the municipality."

The City's employee units previously agreed to a rotating system (based on the date of joining MERS) to select one official employee representative. This year, the official employee representative attending the MERS conference will be Scott Hepworth from Police Command.

The Officer Delegate will be Jessica Rabe, Assistant Finance Director, this year.

STAFF RECOMMENDATION: To approve Jessica Rabe (Assistant Finance Director)

as designated delegate to MERS Conference and to make Scott Hepworth employee representative.

K. MML Workers' Compensation Fund Board Ballot Manager's Office

As a member of the Michigan Municipal League's (MML) Worker's Compensation Fund, the City of Muskegon votes for the fund's board members. The recommended slate of four candidates can be found on the page following the memo.

As a member of the Michigan Municipal League's (MML) Worker's Compensation Fund, the City of Muskegon votes for the fund's board members. The Commission must approve a slate of up to four candidates. The recommended slate of candidates include the following individuals:

- Brian Boggs, City Councilmember, City of Durand
- Maureen Donker, Mayor, City of Midland
- Craig Stolsonburg, Village Manager, Village of Middleville
- Deborah Stuart, City Manager, Mason City

STAFF RECOMMENDATION: To approve the MML Workers' Compensation Fund Board of Trustees slate as presented and authorize the City Manager to sign.

L. Rezoning of 62 Irwin Ave from Neighborhood Residential (R) to Low-Density Multiple Family Residential (RM-1). (SECOND READING) Planning

Request to rezone the property at 62 Irwin Ave from R, Neighborhood Residential to RM-1, Low-Density Multiple Family Residential. The Planning Commission unanimously (6-0, 3 members absent) recommended approval of the request.

The property is zoned R-1, Neighborhood Residential. The parcel measures 13,200 sq ft, and the vacant church on-site measures 2,583 sq ft. The applicant would like to convert the former church building into residential units. The current zoning would allow up to a duplex, but the building is large enough to host more units. A rezoning to RM-1 would allow up to 16 units per acre, which would be four units on this property, assuming each unit would meet the necessary size requirements. With RM-1 zoning, the applicant would also have the option to apply for a special use permit for a single-room occupancy building, which he is also considering.

The parcels to the west along Peck Street are also zoned RM-1. However, staff have been holding focus group discussions with these business owners about the possibility of rezoning the district to form-based code. Initial discussions were very positive and well-received. Even if these parcels were to be rezoned away from RM-1, the rezoning of 62 Irwin should still be considered for a rezoning to this designation, and staff do not believe this would be considered a spot zone.

The Master Plan specifically talks about being flexible with the zoning of former civic buildings and allowing more density in their redevelopment.

Notice was sent to all properties within 300 feet of this parcel. At the time of this writing, staff had not received any comments from the public.

STAFF RECOMMENDATION: I move to approve the request to rezone the property at 62 Irwin Ave from R, Neighborhood Residential to RM-1, Low-Density Multiple Family Residential.

M. Rezoning of 1188 Lakeshore Dr from Lakefront Recreation (LR) to Form Based Code, Urban Residential (FBC, UR). (SECOND READING) Planning

Request to rezone the property at 1188 Lakeshore Dr from Lakefront Recreation (LR) to Form Based Code, Urban Residential (FBC-UR). The Planning Commission unanimously (6-0, 3 members absent) recommended approval of the request. This vacant lot measures 1.6 acres and is zoned LR, Lakefront Recreation. It is located between the Lakeshore Yacht Harbour marina and Adelaide Point and is owned by Cole's Quality Foods. The applicant is considering purchasing the property and would like to build a single-family house to live in. The LR zoning designation does not allow for housing. The lot does not have frontage on a street, but the applicant is working with Lakeshore Yacht Harbour to obtain an easement from the southern end of this lot to W. Western Ave. The applicant is requesting to rezone the property to Form Based Code, Urban Residential, which would allow up to a duplex and an accessory dwelling unit, in terms of density. However, he is only planning on developing one single-family house. Much of the lot is unusable for construction as it lies below the ordinary high watermark, and there is also a large slope in the building footprint area. Utilities will need to be installed underneath the former railroad ROW, and the applicant will be responsible for obtaining easements from CSX. A driveway will also need to be installed at the end of the cul-de-sac and across the bike path. A permit from the City Engineering Department will be required. The future land use map in the Master Plan identifies this parcel as "Lakeshore," which is described as "Mixed-use development and recreational, water-related activities located along the Muskegon Lake shoreline. The large lot sizes, uniquely shaped parcels, and wide range of permitted uses, Planned Unit Developments (PUD) are common in this land use category."

A site plan is not required for a rezoning request, but one has been provided to show how the development would work. The applicant has worked with city staff to create a driveway that would be placed in a way to minimize conflict with the bike path.

STAFF RECOMMENDATION: I move to approve the request to rezone the property at 1188 Lakeshore Dr from Lakefront Recreation to Form Based Code, Urban Residential.

P. Water Supply System Bonds Series 2025 Finance

Ordinance authorizing the issuance of a Water Supply Junior Lien Revenue Bond Series 2025.

The bonds are expected to be sold to the Michigan Finance Authority and payable in 20 annual principal installments at an interest rate of 2.0%. Bond closing is scheduled for August 28th.

Estimated Principal Forgiveness has yet to be determined.

STAFF RECOMMENDATION:

To authorize the issuance of Water Sewer Supply System Bonds, Series 2025 for an amount not to exceed \$15,000,000.00

Q. Marshall Water Tower Improvements Project Public Works

Authorize the award of the Marshall Water Tower Improvements Project to 7 Brothers Painting, and authorize the Clerk to sign the resolution.

Our engineering consultant Prein & Newhof solicited bids for Marshall Water Tower Improvements Project including painting of the interior and adding a mixer. This project was introduced to the Commission at an earlier Commission meeting when the engineering work was awarded. It was also included in our DWRP Project Plans in June of 2021.

The low bidder, Seven Brothers Painting has completed similar projects and is recommended by staff and Prein & Newhof. Their bid of \$2,553,952.00 is below the engineers estimate. This project is financed through the sale of bonds in partnership with the State of Michigan Lean Water and Drinking Water Revolving Funds. The State of Michigan programs offer grants and principal forgiveness for portions of the project. We anticipate that when bonds are sold later this summer, we will be offered grants and forgiveness worth 20% of the water system cost. A portion of the project will be financed and added to the water and sewer debt fees. Staff will estimate the debt fees associated with this project once grants and bonds are finalized.

STAFF RECOMMENDATION: I move to approve award of the Marshall Water Tower Improvements Project to Seven Brothers Painting, and authorize the Clerk to sign the resolution.

R. DWSRF FY 2025 - Lead Service Line Replacement Public Works

Authorize the award of the Lead Service Line Replacements Project (LSLR) to the low bidder, Gustafson HDD, LLC, and authorize the Clerk to sign the resolution.

Our engineering consultant Prein & Newhof solicited bids for Lead Service line replacement within portions of the Nims and Marsh Field area neighborhoods. This project was introduced to the Commission at an earlier meeting when the engineering work was awarded. It was also included in our DWRP Project Plans in May of 2024.

Gustafson HDD, LLC was the low bidder with a bid of \$7,188,070.00 which was well below the engineer's estimate. Therefore, Prein & Newhof worked with the state and identified additional lead service lines that could be added to the

contract. Staff is requesting approval of a pre-award change order in the amount of \$2,330,863.28 in addition to the low bid amount of \$7,188,070.00 to bring the total contract amount to \$9,518,933.28 which will allow the city to take full advantage of bonding and principal forgiveness being offered to us through the state and replace an additional 320 lead service lines within the City.

Gustafson HDD, LLC has previously performed this type of work well within the City of Muskegon and is currently working on a similar project here in the City of Muskegon that is also overseen by Prein & Newhof.

STAFF RECOMMENDATION: To approve the award of the 2025 Lead Service Line Replacement Contract to Gustafson, HDD, LLC, contingent upon successful financial arrangements with the DWRP program, and authorize the Clerk to sign the resolution.

S. DWSRF FY 2025 - Butler & Catherine Avenue Reconstruction Project
Award Public Works

Award the DWSRF FY-25 Butler & Catherine Avenue Reconstruction Project to Kamminga & Roodvoets in the low bid amount of \$3,604,621.50.

Our engineering consultant Prein & Newhof solicited bids for the Reconstruction of Butler and Catherine Avenue Project. The project was introduced to the Commission at a previous meeting when the engineering work was awarded and was also included in our DWSRF Project Plans in May of 2024.

The Low bidder, Kamminga & Roodvoets, has performed similar projects for the City including most recently the Wilcox-Thompson Utility Improvements and Street Reconstruction Project, and is recommended by staff and Prein & Newhof. Their bid of \$3,604,621.50 is below the engineer's estimate.

This project is financed through the sale of bonds in partnership with the State of Michigan Drinking Water Revolving Funds. The State of Michigan programs offer grants and principal forgiveness for portions of the project. We anticipate that when bonds are sold later this summer, we will be offered forgiveness worth approx. 20% of the water system cost. For this project, that amount is estimated at \$2,797,000. The remainder of the project will be financed with a 2.00% interest rate for 20 years.

The portion of the project that will be financed will be added to the water debt fees which will be calculated when the bond sale is complete.

STAFF RECOMMENDATION: I move to approve award of the Butler and Catherine Reconstruction Project to Kamminga & Roodvoets contingent upon successful financial arrangements with the DWSRF program, and authorize the Clerk to sign the resolution.

Motion by Commissioner Kilgo, second by Commissioner German, to adopt the Consent Agenda as presented minus items C, E, G, H, J, N, and O.

ROLL VOTE: Ayes: Gorman, Kochin, St.Clair, Johnson, Kilgo, and German

Nays: None

MOTION PASSES

2025-57 ITEMS REMOVED FROM THE CONSENT AGENDA

C. City Support Emergency Operations Plan Public Safety

Staff seeks adoption of the City's updated Support Emergency Operations Plan. Public Safety staff seek the adoption of an updated City-specific Support Emergency Operations Plan (EOP) which describes how the City will handle emergency situations in cooperation with the County and MSP Emergency Management agencies. The scope of the Support EOP is limited to severe weather events, as other areas of emergency management responsibility will remain with the County of Muskegon's Emergency Manager. The goal is to coordinate emergency response efforts, before, during and after, and respond to any emergency, and describe response procedures. The Support EOP does not contain specific instructions as to how each department will respond to an emergency; these can be found in the Plan annexes. This Plan will assist staff in accomplishing our primary responsibilities of protecting lives and property.

STAFF RECOMMENDATION: I move to adopt the updated City's Support Emergency Operations Plan.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to adopt the updated City's Support Emergency Operations Plan.

ROLL VOTE: Ayes: Kochin, St.Clair, Johnson, Kilgo, German, and Gorman

Nays: None

MOTION PASSES

E. Sale of 617, 625, 635, 638, and 644 Oak Planning

Staff is seeking authorization to sell the City-owned vacant lots at 617, 625, 635, 638, and 644 Oak to Sjaarda Homes and Properties LLC (Derek Sjaarda). Sjaarda Homes and Properties LLC (Derek Sjaarda) would like to purchase the City-owned buildable lots at 617, 625, 635, 638, and 644 Oak for \$15,150 (75% of the True Cash Value of \$20,200) plus half of the closing costs, and the fee to register the deed. Sjaarda Homes and Properties LLC (Derek Sjaarda) will be constructing a duplex on each property.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lots at 617, 625, 635, 638, and 644 Oak to Sjaarda Homes and Properties LLC (Derek Sjaarda).

Motion by Commissioner German, second by Commissioner Kilgo, to authorize staff to sell the City-owned vacant lots at 617, 625, 635, 638, and 644 Oak to Sjaarda Homes and Properties LLC (Derek Sjaarda).

**ROLL VOTE: Ayes: St.Clair, Johnson, Kilgo, German, Gorman, and Kochin
Nays: None**

MOTION PASSES

G. Annual Action Plan Budget 2025 Community & Neighborhood Services

The budgets for both CDBG and HOME funds are for your review and consent. The Annual Action Plan Budgets are presented to the Commission for approval based on the Department of Housing and Urban Development (HUD) appropriations for FY2024. The Community Planning and Development (CPD) office-funded programs are Community Development Block Grant (CDBG) and HOME investment Partnerships (HOME) and the allocations total \$1,178,377.76 for eligible programs administered by the office of Community and Neighborhood Services.

STAFF RECOMMENDATION: To approve the 2024 Annual Action Plan Budgets for CDBG and HOME Programs.

Motion by Commissioner German, second by Commissioner Kochin, to approve the 2024 Annual Action Plan Budgets for CDBG and HOME Programs.

**ROLL VOTE: Ayes: Johnson, Kilgo, German, Gorman, Kochin, and St.Clair
Nays: None**

MOTION PASSES

H. Sale of 802 & 818 Wood Planning

Staff is seeking authorization to sell the City-owned vacant lots at 802 & 818 Wood to Jeffrey Vos, Infrastructure C & E.

Jeffrey Vos, Infrastructure C & E, would like to purchase the City-owned buildable lots at 802 & 818 Wood for \$7,500 (75% of the True Cash Value of \$10,000) plus half of the closing costs, and the fee to register the deed. Jeffrey Vos, Infrastructure C & E, will be constructing seven (7) single-family homes on the site. The parcels will be combined and split into seven separate parcels.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lots at 802 & 818 Wood to Jeffrey Vos, Infrastructure C & E.

Motion by Commissioner German, second by Commissioner Kilgo, to authorize staff to sell the City-owned vacant lots at 802 & 818 Wood to Jeffrey Vos, Infrastructure C & E.

ROLL VOTE: Ayes: Kilgo, Gorman, Kochin, St.Clair, and Johnson

Nays: German

MOTION PASSES

J. Burning Foot Camping DPW- Parks and Recreation

The Burning Foot event organizers are requesting approval to allow camping at Pere Marquette and Margaret Drake Elliott on August 23, 2025, and amend the camping fee to 10% of the camping revenue instead of \$20 per tent.

Burning Foot is returning to Pere Marquette on August 23, 2025. In the past, camping was allowed south of the bathhouse and some RVs at Margaret Drake Elliott Park. There could be up to 300 tent sites and 30 RV campsites. Current policy states that approval must be given by the City Commission to have camping at an event.

Policy also states the City Commission may opt to collect a percentage of camping revenue for larger events in lieu of \$20 per night per camper or tent. Historically, this event had a fee of 10% of camping revenue instead of \$20/site. The event charges \$70 per tent site and \$200 per RV site. Therefore, if 10% of camping revenue is used for the fee, the city cost would be \$7 per tent site and \$20 per RV site. If all sites were reserved, event fee camping revenue at \$20/site would be \$6,600 versus \$2,700 at 10% of camping revenue. Burning Foot is also charged a Pere Marquette use fee for the space and all vehicles must have a parking pass.

STAFF RECOMMENDATION: To authorize camping at Burning Foot at Pere Marquette and Margaret Drake Elliott on August 23, 2025, and accept 10% of their camping revenue as a fee to the City.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to authorize camping at Burning Foot at Pere Marquette and Margaret Drake Elliott on August 23, 2025, and accept 10% of their camping revenue as a fee to the City.

ROLL VOTE: Ayes: German, Gorman, St.Clair, Johnson, and Kilgo

Nays: Kochin

MOTION PASSES

N. Beach Concession Application - Shady Lay-Days Beach Chair and Umbrella Rentals DPW- Parks

The Parks Department has received an application from Shady Lay-Days to provide beach chair & umbrella rentals at Pere Marquette Park. The benefit for the City of Muskegon would be additional revenue as the concession policy states that vendors at this location would pay \$1,000 + 5% of gross receipts. This would also allow visitors the convenience of renting a comfortable chair and umbrella during their time at the beach. Hours and frequency are to be determined, but this service will be offered on weekends and would use Indiana Ave. to house a trailer and has requested the use of an ATV to haul the equipment.

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with Shady Lay-Days for concession services at Pere Marquette Park.

Motion by Commissioner Kochin, second by Commissioner German, to authorize staff to enter into an agreement with Shady Lay-Days for concession services at Pere Marquette Park.

**ROLL VOTE: Ayes: German, Gorman, Kochin, St.Clair, Johnson, and Kilgo
Nays: None**

MOTION PASSES

O. Water & Sewer Rate Changes 2025 Public Works

Staff requests adoption of the two resolutions setting water and sewer rates for the fiscal year from July 1, 2025 to June 30, 2026.

At the February Legislative Policy Committee meeting staff presented a synopsis of the water system finances, including that the water system has made significant progress toward solvency but remains in debt to other City funds by about \$330,000 at the close of the 23-24 fiscal year.

Staff is recommending no changes to the sewer rate, except for the updated debt service fee as described below. **Staff recommends a 10% increase in the water commodity rate from \$2.27 per unit to \$2.50 per unit**, and recommends the updated debt service fee described below.

This is the third year of the debt service fee, and the second time it will be updated on an annual basis. This fee, when combined from all accounts, represents the total amount of debt paid in the prior fiscal year (for example, the fee proposed at this time will reimburse the system for the debt paid in the fiscal year ending June 30, 2024). Each year, staff will make an accounting of the amount of debt paid by each of the systems and will present adjustments to the fee for consideration by the Commission. This will more directly tie the projects the City performs to the amount of the water bill, and will allow the fee to be reduced as certain bonds or other debts fall off of the system books. The fee is distributed on a meter equivalency basis, meaning a typical residential account will pay the fee at a rate of "one," while commercial and

industrial accounts will pay the fee at a potentially higher rate depending on the size of their water meter. Irrigation accounts will not pay the fee, assuming they are tied to a domestic water account at the same address. A breakdown of the meter equivalency calculations using factors from the American Water Works Association (AWWA) is available. The water system paid \$1,192,364 in debt payments for the fiscal year ending June 30, 2024, and the sewer system paid \$425,188 for the same period. Using the chart, the fee will be \$5.98 per month for a residential account on the water system, and \$2.13 per month for a residential account on the sewer system. **This represents a \$0.15 increase in the combined debt service fees compared to the current fees.**

City Code states that the City Commission sets the water and sewer rates by resolution. The resolutions will establish the rates and fees described herein, effective July 1, 2025.

STAFF RECOMMENDATION: Adoption of the two resolutions setting water and sewer rates for the fiscal year from July 1, 2025, to June 30, 2026.

Motion by Commissioner Kochin, second by Vice Mayor St.Clair, to adopt the two resolutions setting water and sewer rates for the fiscal year from July 1, 2025, to June 30, 2026.

ROLL VOTE: Ayes: Gorman, Kochin, St.Clair, Johnson, Kilgo, and German
Nays: None

MOTION PASSES

2025-58 NEW BUSINESS

A. CRC Appointments and Resignation City Clerk

Appoint a citizen to the Local Officer's Compensation Commission with an expiring term of January 31, 2032, accept the resignation of Thomas DeVoogd from the District Library Board, and accept the recommendation from the Board to appoint Brad Hastings for the remainder of the term expiring June 30, 2026.

We currently have one opening and one application. The application is Philip Hickman who currently serves on the Equal Opportunity Committee. We also ask that the board accept the resignation of Thomas DeVoogd and consider the application for Brad Hastings to the District Library Board.

STAFF RECOMMENDATION: Appoint a citizen to the Local Officer's Compensation Commission with an expiring term of January 31, 2032, accept the resignation of Thomas DeVoogd, and appoint Brad Hastings to the District Library Board with a term ending June 30, 2026.

Motion by Vice Mayor St.Clair, second by Commissioner Kilgo, to accept the resignation of Thomas DeVoogd, and appoint Brad Hastings to the District Library Board with a term ending June 30, 2026.

ROLL VOTE: Ayes: Kochin, St.Clair, Johnson, Kilgo, German, and Gorman

Nays: None

MOTION PASSES

ANY OTHER BUSINESS

Commissioner German stated that he has concerns with all the development that has been going on reference property lines. Make sure we do everything we can to make sure everyone is satisfied.

Mayor Johnson stated Senior Power Produce started today at the Muskegon Farmers Market and continues every Tuesday until money runs out.

Summer Youth Evening Rec. Program, Path Finders is leading it and it is being held at Charles Hackley Middle School, Monday-Thursday through August 7, from 5:00 p.m. to 9:00 p.m., for ages 8-20.

City Manager Jonathan Seyferth announced that those who were unable to attend the Shoreline Trails and Greenway Meeting last month can go online and complete the survey. Deputy City Manager LeighAnn Mikesell will be attending the July 22nd Meeting.

Commissioner Kochin announced the Pop-Up Party is at Campbell Field, Wednesday, July 9th from 4:00 p.m. to 5:30 p.m.; and Street Performers will be in Lakeside, Thursday, July 10th 6:00 p.m. to 8:00 p.m.

Mayor Johnson announced that the Food Trucks will be at the Muskegon Farmers Market, Wednesday, July 9th from 5:00 p.m. to 8:00 p.m.

GENERAL PUBLIC COMMENT

Public comments received.

ADJOURNMENT

The City Commission meeting adjourned at 8:55 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 22, 2025	Title: Filtration Plant Air Wash Variable Frequency Drives (VFDS) Replacement
Submitted by: Joshua Parmer, Water Filtration	Department: Public Works
Brief Summary: Staff is requesting authorization to purchase two Eaton variable frequency drives (VFDs) to replace existing units for our filter backwash system at the Water Filtration Plant.	
Detailed Summary & Background: The filter backwash system at the Water Filtration Plant has two air blowers, each with a variable frequency drive (VFD) manufactured by Eaton. VFDs are used to control the speed of the electric motors that drive the air blowers. These VFDs were installed in 2004 and have reached the end of their expected life. One of the two units began to fail last year and is showing continued signs of failing. Due to their age, staff recommends replacing both units with Eaton VFDs. Other bids were not solicited at this time because of the advantages to staying with Eaton. This purchase is covered by the Water Filtration Plant's capital improvements budget, although the cost is about 35% higher than budgeted. Staff will reforecast the budget accordingly at the next quarterly opportunity. These repairs are critical to the function of the plant, and staff expects the overage can be made up by savings on other items, keeping the water department budget flat overall. • The existing VFDs are made by Eaton, reducing installation and startup costs. Installation will be easier and less time-consuming due to the similarity of the wiring for power and controls. Previous units already replaced were integrated with our plant control system without any major rewiring or reprogramming. In addition, by purchasing the two units together, setup can be completed in a single visit from the Eaton field technician, saving on startup costs. • Operations and maintenance will be more efficient if all units are identical. Interchangeable units mean fewer spare parts need to be kept on hand, troubleshooting is easier, and downtime is minimized. • The existing Eaton VFDs at the Water Filtration Plant have shown exceptional performance and reliability. Nearly all the Water Filtration Plant's VFDs (over 20) are manufactured by Eaton. All of these 20+-year-old units are at or beyond the expected lifetime of this equipment. Of the few problems experienced with these units, most were able to be fixed by our maintenance staff. This alone has saved thousands of dollars in service calls over the last 20 years.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>	

2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Maximized efficient use of existing infrastructure

Amount Requested:

\$67,556.00

Budgeted Item:

Yes	X	No		N/A		
-----	---	----	--	-----	--	--

Fund(s) or Account(s):

591-558-971-92034 (Water Filtration Capital Repairs)

Budget Amendment Needed:

Yes	X	No		N/A		
-----	---	----	--	-----	--	--

Recommended Motion:

I move to authorize staff to purchase two Eaton variable frequency drives (VFDs) to replace existing units for the filter backwash system at the Water Filtration Plant at a cost of \$67,556.00

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting: No

Detail Bill of Material

Project Name: City of Muskegon Clean Water VFD
General Order No: SGR1367365

Negotiation No: GR600817X3K1
Alternate No: 0007

Item No.	Qty	Product	Description
	1	EESS SAT	***See Approval Drawings for Comments and Clarifications*** Start-up Contact: Contractor BRANDON SLATER Estimated Start-up Date: A Coordination Study does not exist. Catalog No U0210-104 Designation EESS Testing Qty List of Materials 1 EESS Office: Detroit, MI, quote as of 7/9/2025 5:56:15 PM 1 Jobsite: , Muskegon, Michigan 49440 1 Drive Time: 2.54 Hours 1 1 Test Equipment Setup Locations 4 Customer Training Provided by EESS: 4 Hours 1 Service Entrance Ground Fault / ARMS Testing 2 Drives - Enclosed

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 75 HP (56 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 12 Enclosure Catalog No EGS0964A280GD00000+ Designation Pump 1

Catalog No	Qty	List of Materials
Circuit Breaker	1	Circuit Breaker
Engineered Options	1	Engineered Options
--->100KAIC Rated	1	--->100KAIC Rated
SPD (40KA per phase)	1	SPD (40KA per phase)
DV/DT Filter	1	DV/DT Filter
Output Contactor	1	Output Contactor
Misc Light	1	Misc 30mm Push-To-Test Pilot Light - 10250T Series
Spare Terminal Block	4	Spare Terminal Block
Reset Button	1	30mm Reset Button - 10250T Series
Control Relay	5	Control Relay
Timer Relay	2	Timer Relay
Speed Pot	1	30mm Speed Pot - 10250T Series
HOA Switch	1	30mm HOA Switch - 10250T Series
Misc Switch	1	Misc 30mm Selector Switch - 10250T Series
Varnished Boards (Standard)	1	Varnished Boards (Standard)

Subject to Selling Policy 25-000 Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Detail Bill of Material

Project Name: City of Muskegon Clean Water VFD
General Order No: SGR1367365

Negotiation No: GR600817X3K1
Alternate No: 0007

Catalog No	Qty	List of Materials
Standard Enclosure	1	DX Enclosure
CA Drawings by Plant	1	CA Drawings by Plant
Standard freight	1	Standard freight
	1	Special: Motor Terminal Block
	1	Special: ON/OFF SWITCH - REMOTE, SPARE CONTACTS QUOTED FOR THIS USE
	1	Special: Same control wiring and layout as the MGR00693 drawings

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 75 HP (56 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 12 Enclosure

Catalog No EGS0964A280GD00000+
Designation Pump 2

Catalog No	Qty	List of Materials
Circuit Breaker	1	Circuit Breaker
Engineered Options	1	Engineered Options
--->100KAIC Rated	1	--->100KAIC Rated
SPD (40KA per phase)	1	SPD (40KA per phase)
DV/DT Filter	1	DV/DT Filter
Output Contactor	1	Output Contactor
Misc Light	1	Misc 30mm Push-To-Test Pilot Light - 10250T Series
Spare Terminal Block	4	Spare Terminal Block
Reset Button	1	30mm Reset Button - 10250T Series
Control Relay	5	Control Relay
Timer Relay	2	Timer Relay
Speed Pot	1	30mm Speed Pot - 10250T Series
HOA Switch	1	30mm HOA Switch - 10250T Series
Misc Switch	1	Misc 30mm Selector Switch - 10250T Series
Varnished Boards (Standard)	1	Varnished Boards (Standard)
Standard Enclosure	1	DX Enclosure
CA Drawings by Plant	1	CA Drawings by Plant
Standard freight	1	Standard freight
	1	Special: Motor Terminal Block
	1	Special: ON/OFF SWITCH - REMOTE, SPARE CONTACTS QUOTED FOR THIS USE
	1	Special: Same control wiring and layout as the MGR00693 drawings

Eaton Selling Policy 25-000 applies.

Subject to Selling Policy 25-000 Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Project Name: City of Muskegon Clean Water VFD
General Order No: SGR1367365

Negotiation No: GR600817X3K1
Alternate No: 0007

If Eaton and the buyer entity listed on this purchase order have a separate executed written agreement for the products/services herein, then that agreement applies. Otherwise, Eaton's Selling Policy 25000 (<https://www.eaton.com/ca/en-gb/support/terms-conditions.html>) controls and supersedes all prior correspondence or communications between Eaton and the buyer, and any additional or different terms proposed by the buyer are rejected.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Subject to Selling Policy 25-000 Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Eaton Site Acceptance Testing Services

Notes

Comments and Clarifications

The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY		DATE	Eaton	
	BRANDON SLATER		7/9/2025		
	APPROVED BY		DATE	JOB NAME	City of Muskegon Clean Water VFD
				DESIGNATION	EESS Testing
	VERSION		TYPE		DRAWING TYPE
	1.0.0.0		EESS		Customer Appr.
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
GR600817X3K1-0007		A	SGR1367365		1 of 1

Eaton's Site Acceptance Testing Services

Eaton's Engineering Services provides the expertise needed to keep your power system safe, efficient, reliable, and up to date. Our extensive range of expertise helps businesses make the most of their existing equipment by optimizing performance and extending the lifespan. Our electrical services engineers and technicians diagnose problems, identify ways to improve performance and transform concepts into flexible, practical solutions that can improve productivity and use of capital. With more than 1500 highly trained professionals in 60 engineering service locations throughout the U.S. and Canada, Eaton's Engineering Services has a complete local, national, and international capability, to provide a full range of electrical, civil and mechanical equipment services.

Qualifications and Experience

Eaton is committed to providing the highest quality services, while providing advanced product-based solutions. Our team are experts in site acceptance testing for Eaton and third-party equipment. On a new construction project, or modification to an existing electrical system, the verification that a system is performing in accordance with the design professional's plans and specifications is one of the most important functions performed.

Scope of Work

Eaton will provide the necessary field service personnel, tools, materials, and approved test equipment to perform the scope of work as described in the attached Bill of Material.

Testing Clarifications

1. Standard factory warranty coverage is extended by 12 months, on Eaton manufactured equipment, when site acceptance testing is performed by Eaton's Electrical Engineering Services & Systems (EESS).
2. All testing will be performed by Eaton's Electrical Engineering Services & Systems (EESS) per Eaton's standard testing guidelines unless otherwise specified in Bill of Material.
3. If NETA testing is specified, and provided by Eaton, Eaton takes exception to NETA certification and membership or Nationally Recognized Testing Laboratory (NRTLs) requirements. Eaton field personnel are certified to test power distribution equipment per IEEE, NEMA, NFPA and NETA standards by the National Institute for Certification in Engineering Technologies (NICET) Electrical Power Testing Certification Program. This program provides an independent verification of the capabilities, knowledge, and experience of our field personnel for electrical testing. The Electrical Power Testing certification program is for technicians who test equipment used in the production, transmission, and distribution of electrical power. These technicians are engaged in inspection, testing, and periodic maintenance of electrical power equipment, and evaluation of such equipment for acceptance for service, continued serviceability, or required maintenance.
4. Testing will be completed on the specific electrical equipment, whereas, if not clearly identified, circuit breakers below 200 amperes and transformers below 75kVA are not tested.
5. All test results will be evaluated in accordance with manufacturer's published data where available.
6. No "Optional" NETA tests are included.
7. Customer to provide settings and relay logic configuration files for protective devices. Note: Eaton can provide an adder for the required power system studies and input/output logic.
8. If Eaton has quoted cable testing in the BOM, cable tests are performed with the cables disconnected from their normal position.
9. If Eaton has quoted cable testing in the BOM the customer should provide a safety watch at the opposite end of the cables to be tested.
10. If Eaton has quoted cable testing in the BOM the ends of the cables to be tested should NOT be taped up so that the ends are easily accessible.

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Item Number:	Catalog Number: U0210-104	Designation: EESS Testing

11. All liquid filled transformers listed in the BOM will have oil samples tested per the following: The DGA test is tested per ASTM D-3612 and the GQ oil test is tested per the following: Moisture content (ASTM D-1533b), Interfacial Tension (ASTM D-971), Acid Number (ASTM D-974), Color Number & Visual Exam (ASTM D-1500, 1524), Dielectric Breakdown (ASTM D-877), & Specific Gravity (ASTM D-1298).
12. No load bank testing is included with the testing of any battery systems listed in the Eaton BOM.

General Clarifications

Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.

Customer will be responsible for the following:

1. Provide a stable 1P, 480V, 125A source of power capable of supplying power to Eaton's Primary Current Injection test set. If not, generator rental fees will apply and will be billed separately from the dollar amount listed herein.
2. Identify site contact for this project.
3. Work together with Eaton on scheduling work.
4. Customer will supply a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders that may impact the acceptance testing of the equipment to Eaton before commencement of work.
5. Provide plant personnel to work with Eaton test engineers as required during the planning phase and during the on-site testing phase.
6. Customer shall supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.
7. Provide manufacturers maintenance manuals and tools (normally supplied with equipment) to Eaton for equipment prior to outage.
8. All equipment shall be set in place and assembled prior to arrival on site for acceptance testing. Coordination on site during equipment installation and assembly can be provided as a separate order at the quoted hourly rates.
9. The customer will coordinate all outages and perform all switching to de-energize and isolate equipment to be tested.
10. The customer shall make all equipment available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
11. Provide crane and operator if required.
12. Provide a secure storage area for any removed equipment, test equipment, and materials.

Eaton Responsibilities

1. Provide a project manager as a single point of contact that will work directly with customer personnel to create and manage the schedule and outages.
2. Organize team meetings and establish safety procedures in accordance with your plant protocol.
3. Survey project including electrical equipment contained within our scope of services.
4. Meet as a project team to finalize schedule and establish staging areas for plant approval.
5. Shall furnish test engineers, tools, equipment, materials, supplies and transportation.
6. Provide and install safety locks, as required.

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Item Number:	Catalog Number: U0210-104	Designation: EESS Testing

7. Perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions.
8. Make necessary minor adjustments required to bring equipment to satisfactory operating condition.
9. Obtain authorization in advance before performing any extra work.
10. Upon completion of work:
 - 10.1. Remove safety grounds installed by Eaton.
 - 10.2. Remove safety locks installed by Eaton.
11. Provide detailed written reports on the condition of the equipment.

Terms

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 for US work, or 25-000C for Canada, unless both parties mutually agree to other terms and conditions in writing. This offer is valid for 30 days unless otherwise extended, modified, or withdrawn, in writing, by Eaton. A 3% surcharge will be added to all credit card transactions except where prohibited.

This proposal, as presented, is not subject to prevailing wage requirements. In the event that the project necessitates the payment of prevailing wages by the contractor and all subcontractors, including Eaton, for work performed under this proposal, Eaton reserves the right to amend the pricing to ensure compliance with prevailing wage statutes.

Safety Training of Eaton Field Personnel

Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) has been issued. Customer required safety training for Eaton personnel, beyond the time specified in the Bill of Material will be charged at the standard rates.

Safety Clarifications

1. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².
2. To establish an electrically safe work condition, the customer is to provide an up-to-date site electrical one-line diagram(s) for lockout/tagout purposes showing all sources of power.
3. For electrical outages requiring utility isolation, the customer and utility shall coordinate lockout/tagout requirements with Eaton in a written plan of execution.
4. Customer shall be responsible to perform all switching. Any requirement of Eaton for perform switching will require customer signature and a minimum of two EESS personnel present. Additional charges will apply.

On Site Customer Training Time

1. All training listed in the Eaton BOM is provided during normal business hours (8AM – 5PM) at straight time prices. Any training which occurs during overtime hours will result in a price adder.
2. Customer to provide classroom for onsite training if listed in the Eaton BOM. Customer to make equipment available for onsite training.
3. Requests for video recording of Eaton provided training will require signature of Eaton release form and privacy waiver by end customer. All video recording will be done by Eaton.

Communication Packages

Configuration and testing of communication systems is not included in site acceptance testing.

Lifts

The customer will need to supply any type of lift to mobilize equipment on site and the customer will supply personnel lifting equipment, if required. Any additional lifts supplied by Eaton will result in a price adder.

GO/NEG-Alt-Date: SGR1367365-0007-7/9/2025		Job Name: City of Muskegon Clean Water VFD
Item Number:	Catalog Number: U0210-104	Designation: EESS Testing

Extended Warranty

Standard factory warranty coverage is extended by 12 months, on Eaton manufactured equipment, when site acceptance testing is performed by Eaton's Electrical Engineering Services & Systems (EESS)

Overtime

If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate. Saturday overtime rate applies to all time worked in excess of eight (8) hours / day Monday through Friday and all time worked on Saturday. Sunday / Holiday overtime rate applies to all time worked on Sundays and Holidays.

Delay Time

If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge Customer four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If sufficient notice (72 hours) is given to Eaton when canceling scheduled work, no extra charge will apply. Weather delays may be considered as an extra, if required. Weather delays may increase the estimated completion time.

Outside Personnel

If Eaton is required to bring additional personnel in from outside the area the following travel policy will be in effect: Travel will be based on portal-to-portal time not to exceed 8 hours at the quoted hourly rate per hour plus travel expenses at cost plus 25 percent.

Standby & Reconnect Fees

Applicable fees for outage related costs including standby and reconnect services are not included.



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GO/NEG-Alt-Date: SGR1367365-0007-7/9/2025		Job Name: City of Muskegon Clean Water VFD
Item Number:	Catalog Number: U0210-104	Designation: EESS Testing

Eaton's Electrical Engineering Services & Systems

Warranty extension terms

Site acceptance testing (SAT) and study requirements

Supplement to Selling Policy 25-000

Coverage requirements

When both the following services are completed, the factory warranty is extended by twelve (12) months at no additional charge.

1. Site acceptance testing (SAT) as specified and provided by Eaton.
2. A short-circuit and protective device coordination study performed by Eaton or a third-party under the supervision of a licensed professional engineer.

Limitations/exceptions/clarifications

Warranty coverage provided in accordance with Eaton Selling Policy 25-000

Twelve-month extension increases the warranty term as follows:

- Twenty-four (24) months from the date of installation of the product, or thirty (30) months from the date of shipment of the product, whichever occurs first

Excludes the following products covered under separate factory-supported warranty programs:

- Low-voltage drives: Coverage as detailed in drives sales bulletin TD040003EN
- Power quality products: e.g., uninterruptible power supplies (UPSs), surge protection devices (SPDs), power distribution units (PDUs), power factor correction, UPS batteries, etc.
- Power monitoring software: e.g., Intelligent Power Manager (IPM), Visual Power Manager (VPM), Eaton Foreseer®
- E-House enclosures and sourced non-Eaton transformers; extended warranties can be provided for a fee
- Eaton Omaha Power Center electro-centers



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GO/NEG-Alt-Date: SGR1367365-0007-7/9/2025		Job Name: City of Muskegon Clean Water VFD
Item Number:	Catalog Number: U0210-104	Designation: EESS Testing

General Information: Drives - Enclosed

Drive Schedule

Item	Qty	Equipment ID	Catalog Number	Output HP	Output Amps	Output Voltage
	1	Pump 1	EGS0964A280GD0 0000+	75	96	480VAC Three Phase

Item Information

Design Series:	Enclosed 6-Pulse DG1 Drive
Output Power:	75 HP (56 KW)
Rated Output Current (Amps):	96
Input Voltage:	480VAC Three Phase
Input Frequency:	45 to 66 Hz
Output Voltage:	480VAC Three Phase
Output Frequency:	0 to 320 Hz
Branch Protection:	Circuit Breaker
Short Circuit Current Rating:	100KAIC
Enclosure NEMA Rating:	NEMA 12
Enclosure Size:	DX
Drive Frame Size:	FR4
Onboard Comms:	BACnet MS/TP, Ethernet/IP, Modbus, & Modbus TCP
Optional Comms:	None

Enclosure Information

NEMA Rating:	NEMA 12
Height (in):	82.85
Width (in):	30.92
Depth (in):	24.03
Weight (lbs):	400

Circuit Protection

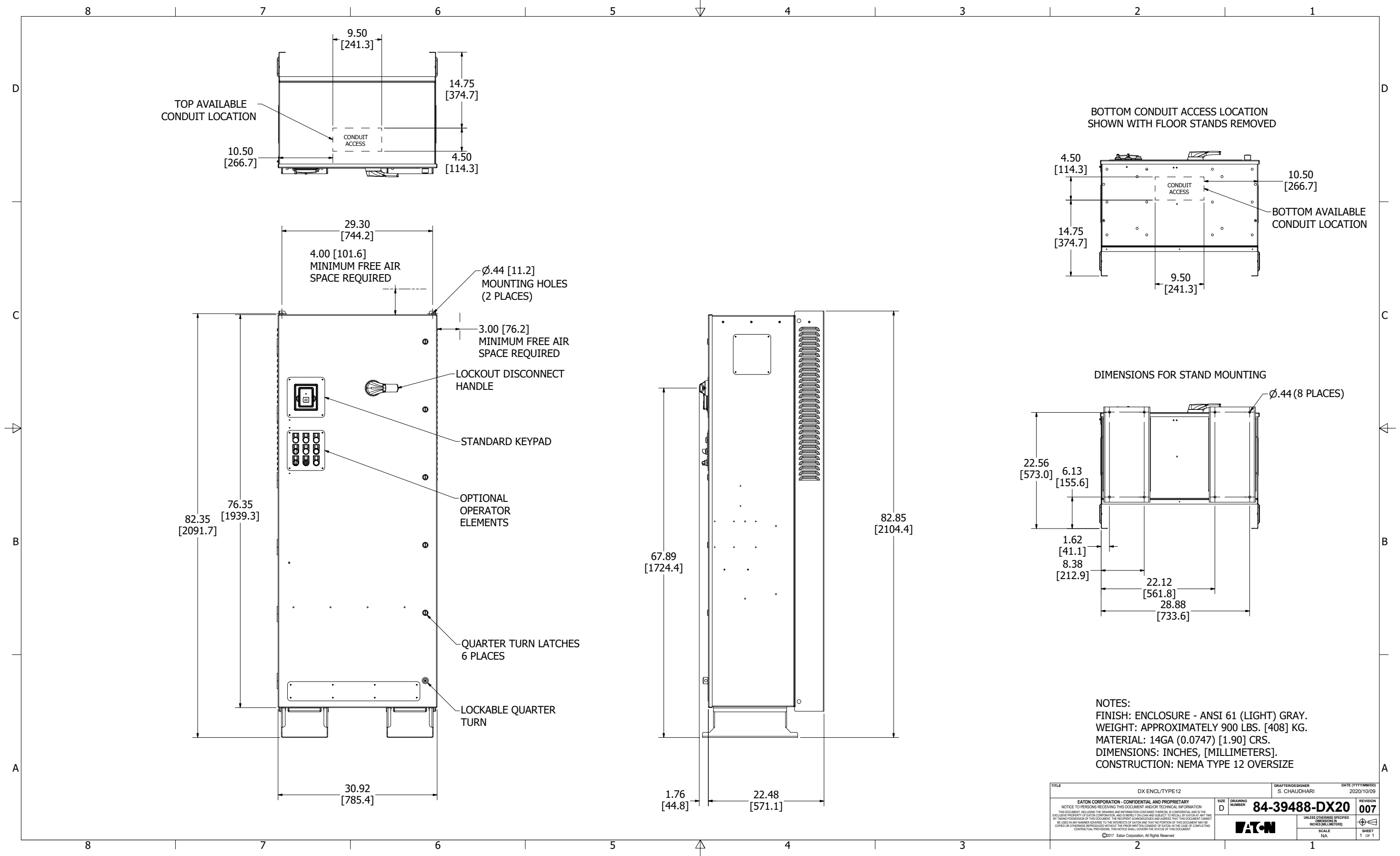
Protection Type:	FDC3200L
Lugs:	3TA225FD
Wire Range:	4-4/0
Disconnect Current Rating:	200
Fuse Type:	None

Special Mods

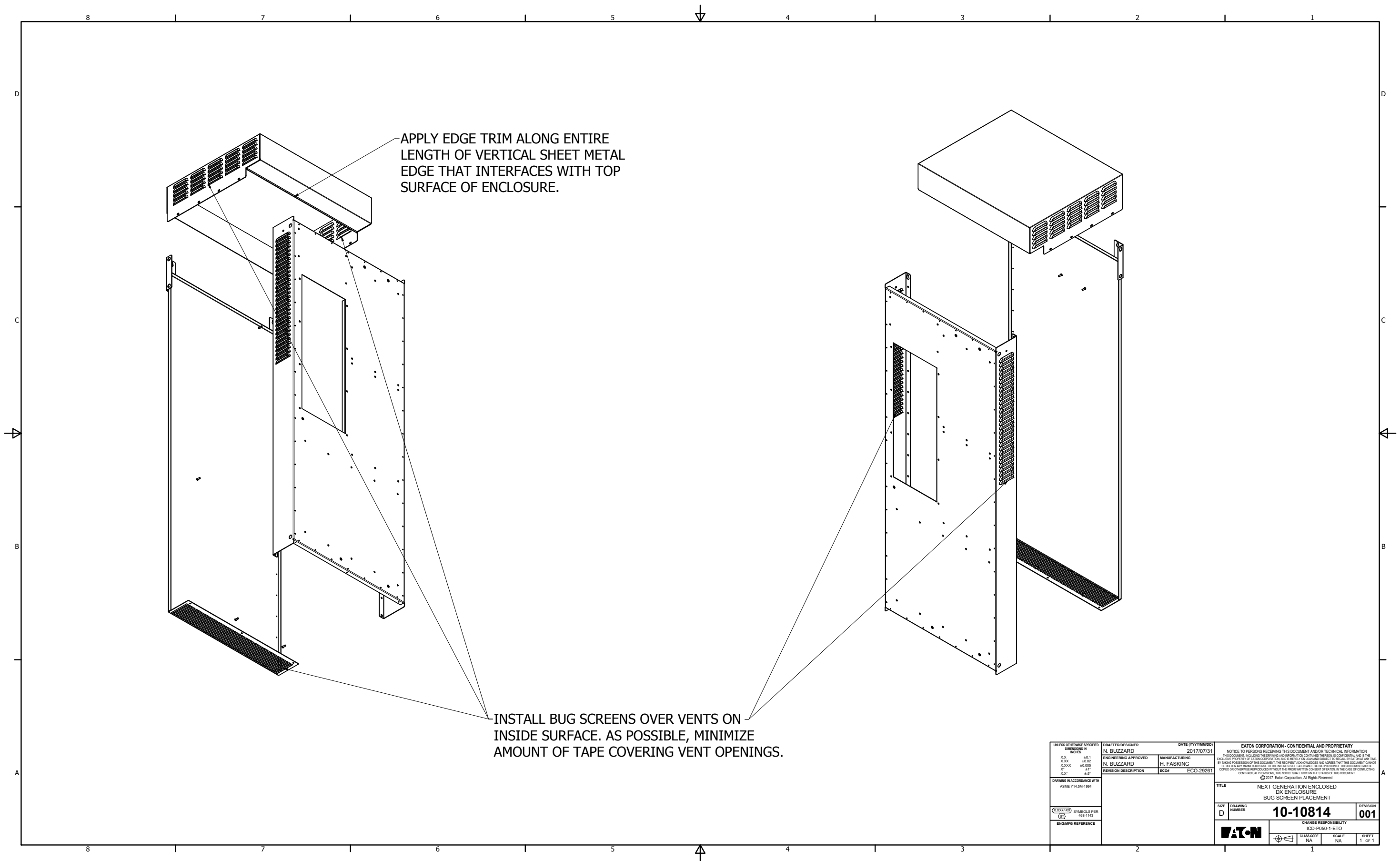
Qty	Description
1	Motor Terminal Block
1	ON/OFF SWITCH - REMOTE, SPARE CONTACTS QUOTED FOR THIS USE
1	Same control wiring and layout as the MGR00693 drawings

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PREPARED BY BRANDON SLATER	DATE 7/9/2025	Eaton			
APPROVED BY	DATE	JOB NAME City of Muskegon Clean Water VFD			
		DESIGNATION Pump 1			
VERSION 10.0.12.0	TYPE Drives - Enclosed	DRAWING TYPE Customer Appr.			
NEG-ALT Number GR600817X3K1-0007	REVISION 0	DWG SIZE A	G.O. SGR1367365	ITEM	SHEET 1 of 1

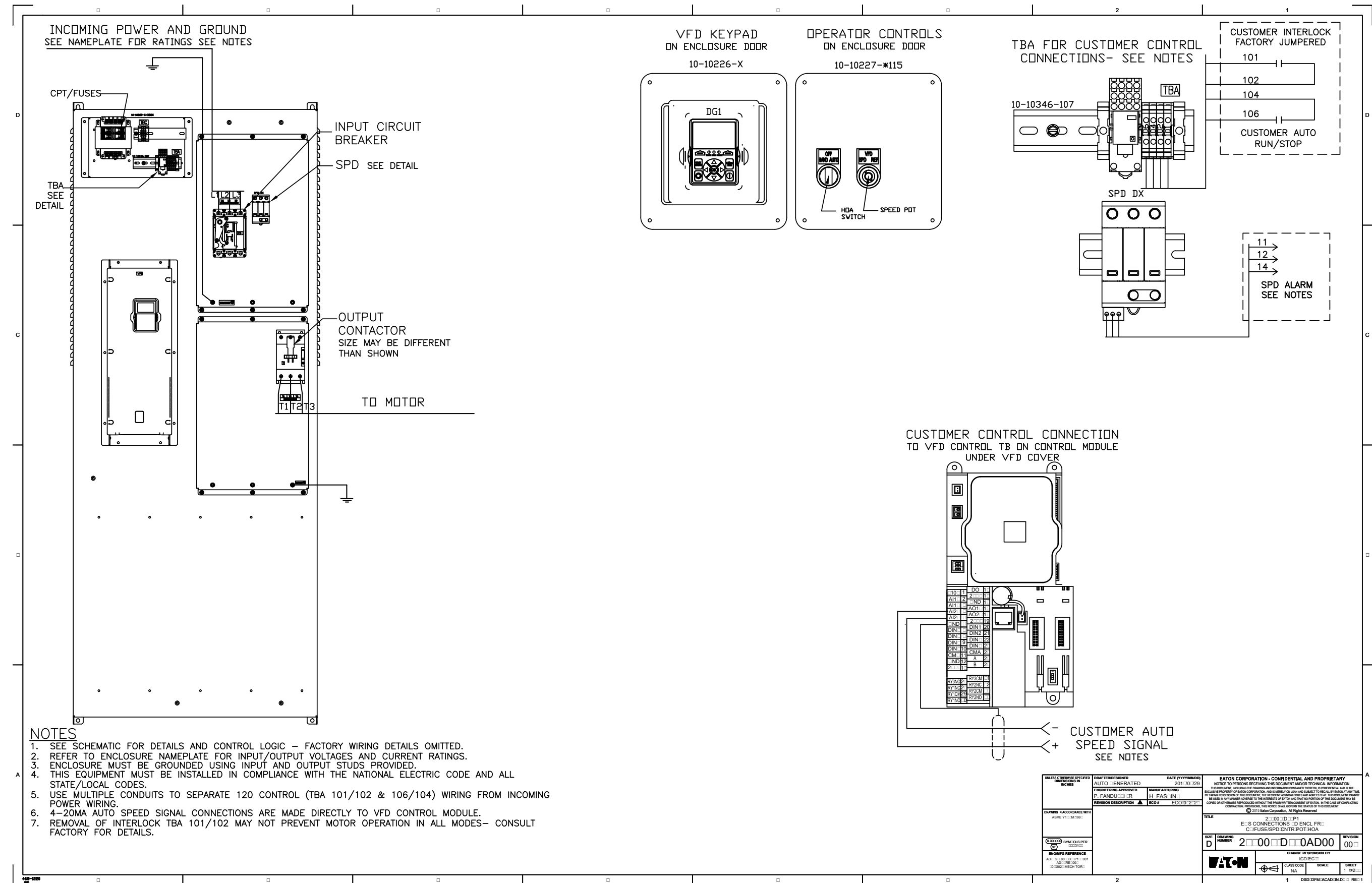


GO/NEG-Alt-Date: SGR1367365-0007-7/9/2025		Job Name: City of Muskegon Clean Water VFD
Item Number:	Catalog Number: EGS0964A280GD00000+	Designation: Pump 1



UNLESS OTHERWISE SPECIFIED DIMENSIONS IN INCHES		DRAWER/DESIGNER N. BUZZARD		DATE (YYYYMMDD) 2017/07/31		EATON CORPORATION - CONFIDENTIAL AND PROPRIETARY NOTICE TO PERSONS RECEIVING THIS DOCUMENT AND/OR TECHNICAL INFORMATION THIS DOCUMENT, INCLUDING THE DRAWING AND INFORMATION CONTAINED THEREON, IS CONFIDENTIAL AND IS THE EXCLUSIVE PROPERTY OF EATON CORPORATION AND IS HEREBY ON LOAN AND SUBJECT TO RECALL BY EATON AT ANY TIME. BY TAKING POSSESSION OF THIS DOCUMENT, THE RECIPIENT KNOWS AND AGREES THAT THIS DOCUMENT CANNOT BE USED IN ANY MANNER ADVERSE TO THE INTERESTS OF EATON AND THAT NO PORTION OF THIS DOCUMENT MAY BE COPIED OR OTHERWISE REPRODUCED WITHOUT THE PRIOR WRITTEN CONSENT OF EATON. IN THE CASE OF CONFLICTING CONTRACTUAL PROVISIONS, THIS NOTICE SHALL GOVERN THE STATUS OF THIS DOCUMENT. ©2017 Eaton Corporation. All Rights Reserved.	
X.X ±0.1 X.XX ±0.02 X.XXX ±0.005 X" ±.1 X.X" ±.5"		ENGINEERING APPROVED N. BUZZARD		MANUFACTURING H. FASKING		REVISION DESCRIPTION ECON ECO-29261	
DRAWING IN ACCORDANCE WITH ASME Y14.5M-1994						TITLE NEXT GENERATION ENCLOSED DX ENCLOSURE BUG SCREEN PLACEMENT	
X.XXX ±0.005 INCH SYMBOLS PER 458-1143				SIZE D		DRAWING NUMBER 10-10814	
ECON/MPG REFERENCE						REVISION 001	
						CHANGE RESPONSIBILITY ECO-P050-1-ETO	
							
				CLASS CODE NA		SCALE NA	
						SHEET 1 OF 1	

GO/NEG-Alt-Date: SGR1367365-0007-7/9/2025		Job Name: City of Muskegon Clean Water VFD
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Item Number:	Catalog Number: EGS0964A280GD00000+	Designation: Pump 1

General Information: Drives - Enclosed

Drive Schedule

Item	Qty	Equipment ID	Catalog Number	Output HP	Output Amps	Output Voltage
	1	Pump 2	EGS0964A280GD0 0000+	75	96	480VAC Three Phase

Item Information

Design Series:	Enclosed 6-Pulse DG1 Drive
Output Power:	75 HP (56 KW)
Rated Output Current (Amps):	96
Input Voltage:	480VAC Three Phase
Input Frequency:	45 to 66 Hz
Output Voltage:	480VAC Three Phase
Output Frequency:	0 to 320 Hz
Branch Protection:	Circuit Breaker
Short Circuit Current Rating:	100KAIC
Enclosure NEMA Rating:	NEMA 12
Enclosure Size:	DX
Drive Frame Size:	FR4
Onboard Comms:	BACnet MS/TP, Ethernet/IP, Modbus, & Modbus TCP
Optional Comms:	None

Enclosure Information

NEMA Rating:	NEMA 12
Height (in):	82.85
Width (in):	30.92
Depth (in):	24.03
Weight (lbs):	400

Circuit Protection

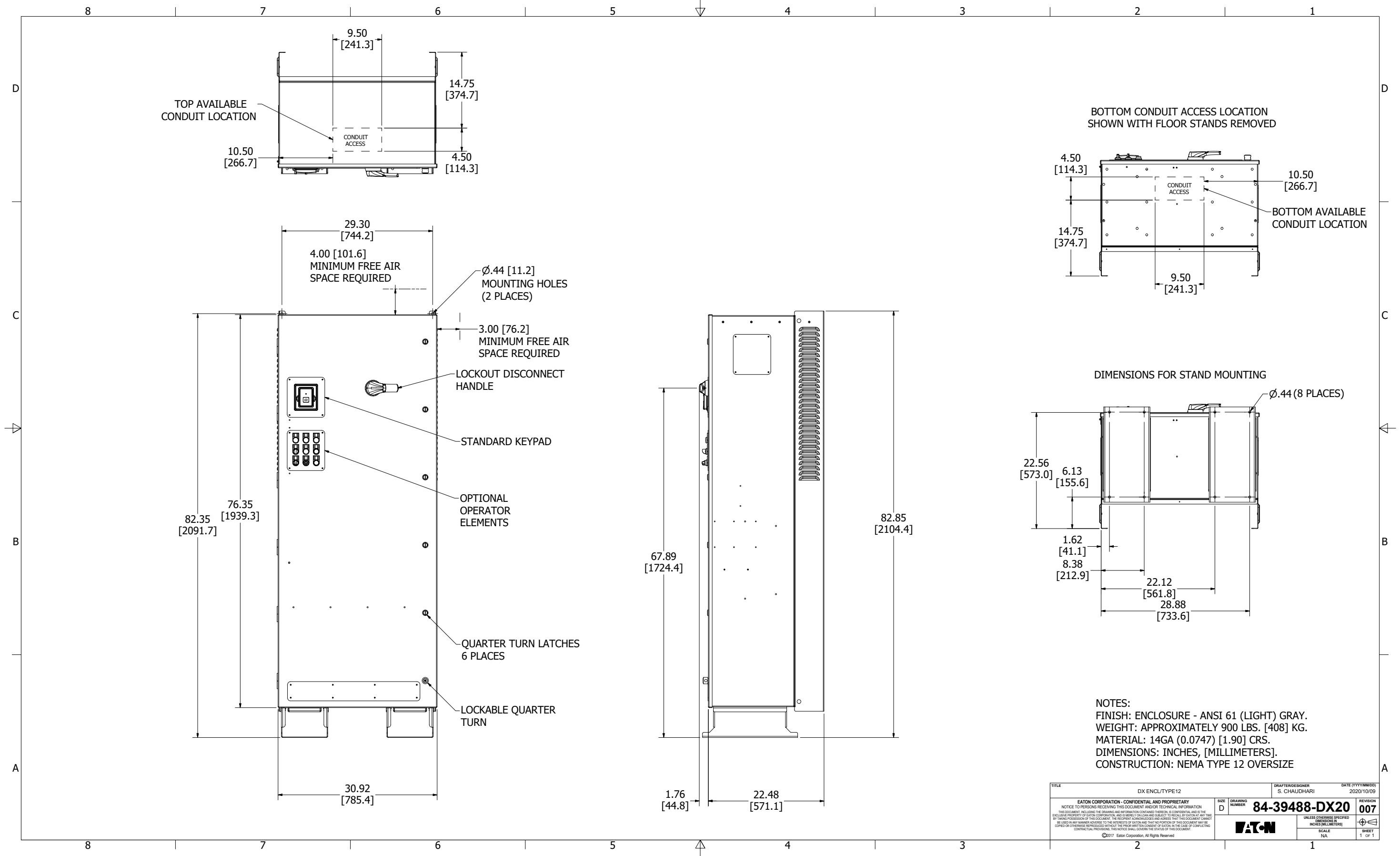
Protection Type:	FDC3200L
Lugs:	3TA225FD
Wire Range:	4-4/0
Disconnect Current Rating:	200
Fuse Type:	None

Special Mods

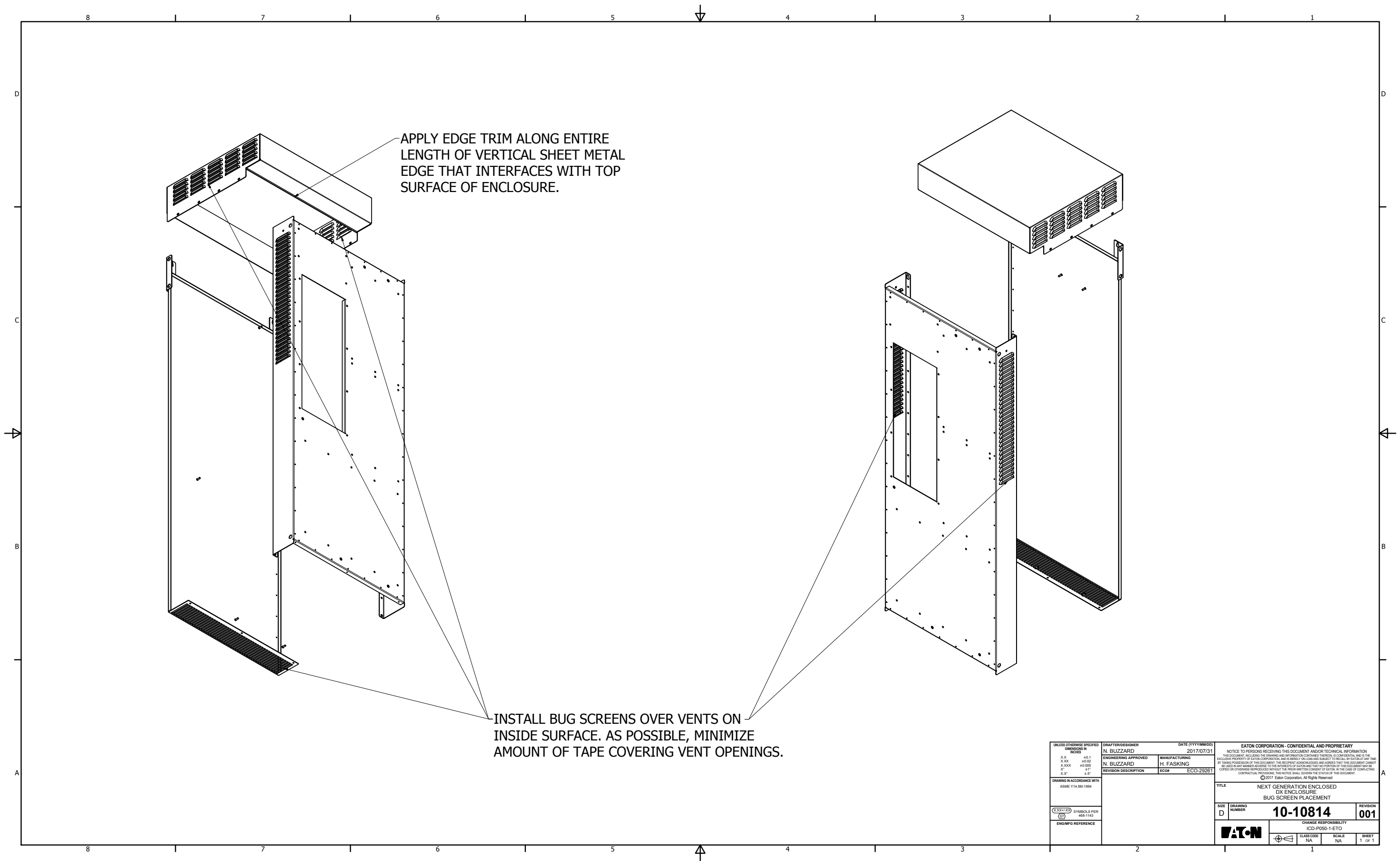
Qty	Description
1	Motor Terminal Block
1	ON/OFF SWITCH - REMOTE, SPARE CONTACTS QUOTED FOR THIS USE
1	Same control wiring and layout as the MGR00693 drawings

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY BRANDON SLATER	DATE 7/9/2025	Eaton			
APPROVED BY	DATE	JOB NAME City of Muskegon Clean Water VFD			
		DESIGNATION Pump 2			
VERSION 10.0.12.0		TYPE Drives - Enclosed	DRAWING TYPE Customer Appr.		
NEG-ALT Number GR600817X3K1-0007	REVISION 0	DWG SIZE A	G.O. SGR1367365	ITEM	SHEET 1 of 1

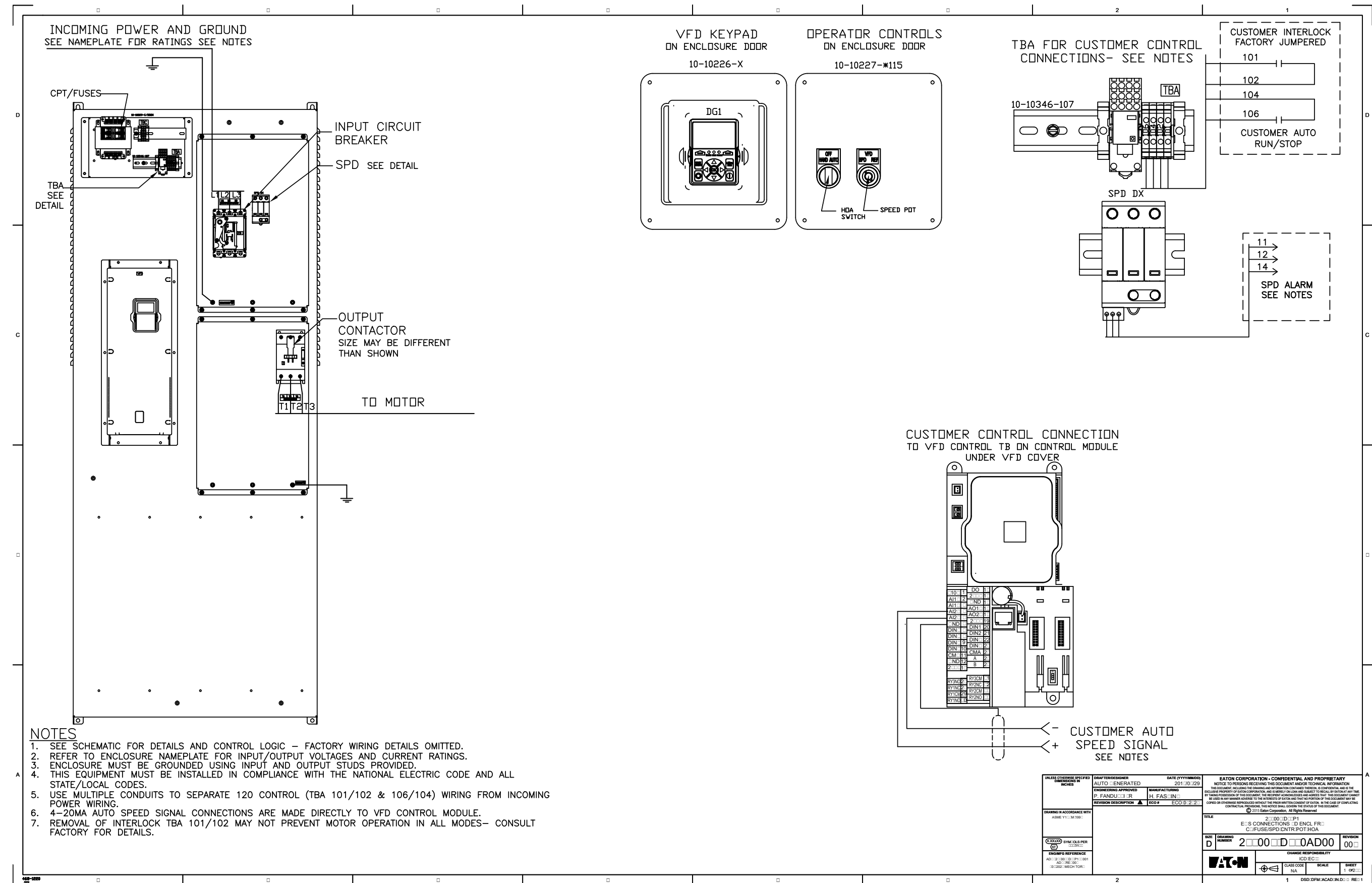


GO/NEG-Alt-Date:	SGR1367365-0007-7/9/2025	Job Name:	City of Muskegon Clean Water VFD
Item Number:	Catalog Number: EGS0964A280GD00000+	Designation:	Pump 2



UNLESS OTHERWISE SPECIFIED DIMENSIONS IN INCHES X.X ±0.1 X.XXX ±0.005 X" ±.1 X.X" ±.5	DRAWER/DRAWER N. BUZZARD		DATE (YYYYMMDD) 2017/07/31		EATON CORPORATION - CONFIDENTIAL AND PROPRIETARY NOTICE TO PERSONS RECEIVING THIS DOCUMENT AND/OR TECHNICAL INFORMATION THIS DOCUMENT, INCLUDING THE DRAWING AND INFORMATION CONTAINED THEREON, IS CONFIDENTIAL AND IS THE EXCLUSIVE PROPERTY OF EATON CORPORATION AND IS HEREBY ON LOAN AND SUBJECT TO RECALL BY EATON AT ANY TIME. BY TAKING POSSESSION OF THIS DOCUMENT, THE RECIPIENT KNOWS AND AGREES THAT THIS DOCUMENT CANNOT BE USED IN ANY MANNER ADVERSE TO THE INTERESTS OF EATON AND THAT NO PORTION OF THIS DOCUMENT MAY BE COPIED OR OTHERWISE REPRODUCED WITHOUT THE PRIOR WRITTEN CONSENT OF EATON. IN THE CASE OF CONFLICTING CONTRACTUAL PROVISIONS, THIS NOTICE SHALL GOVERN THE STATUS OF THIS DOCUMENT. ©2017 Eaton Corporation. All Rights Reserved.			
	ENGINEERING APPROVED N. BUZZARD		MANUFACTURING H. FASKING		REVISION DESCRIPTION ECON ECO-29261			
	DRAWING IN ACCORDANCE WITH ASME Y14.5M-1994							
X.XXX ±0.005 INCHES	SYMBOLS PER 458-1143		TITLE NEXT GENERATION ENCLOSED DX ENCLOSURE BUG SCREEN PLACEMENT		SIZE D	DRAWING NUMBER 10-10814	REVISION 001	
ECON/MPG REFERENCE		CHANGE RESPONSIBILITY ICD-P050-1-ETO						
		EATON				CLASS CODE NA	SCALE NA	SHEET 1 OF 1

GO/NEG-Alt-Date: SGR1367365-0007-7/9/2025		Job Name: City of Muskegon Clean Water VFD
Item Number:	Catalog Number: EGS0964A280GD00000+	Designation: Pump 2



GO/NEG-Alt-Date: SGR1367365-0007-7/9/2025		Job Name: City of Muskegon Clean Water VFD
Item Number:	Catalog Number: EGS0964A280GD00000+	Designation: Pump 2



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 22, 2025	Title: Park Design Services Award
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks

Brief Summary:
Staff requests authorization to contract with Fleis & Vandenbrink in the amount of \$163,900 for park design and construction engineering services for improvements at Richards, McGraft, Kruse and Hartshorn parks in accordance with their proposal and the City's RFP.

Detailed Summary & Background:
An RFP was posted in June seeking proposals from qualified firms to help complete 4 major park planning projects. Concepts were developed through an expansive public engagement campaign in 2024, however staff need assistance with site analysis and surveying, permitting, design development, bid support and construction administration. The suggested improvements, which were highlighted in our master plans include:

Richards Park - ADA kayak launch and paving for accessible parking and approach to the launch; permitting is also required as the proposed area is within the 100-year flood plain. This has been estimated at \$200,000.

McGraft Park - Feedback in the master plan supports converting the tennis courts to majority pickleball and new surfacing and fencing, and possibly site lighting. Estimated at \$390,000.

Kruse Park - Restoration of the beach access ramp that was lost in the 2020 high waters. EGLE permits will be required. An automated gate is also a high priority for the community at the entrance of the park. Estimated at \$380,000.

Hartshorn Park - Inspection of the current boat ramp and sheet pile wall to support an accessible fishing feature. Estimated at \$200,000.

All of these proposed improvements from the park master plans were based off public engagement and received a unanimous vote of support to move forward by the Parks & Recreation Advisory Committee. The cost estimates for these improvements is inclusive of the park design services award. The timeline for these projects is TBD, but they must be completed by December 2026.

We received 15 proposals for this project from qualified firms. The scoring committee scored the firms using a matrix that included prior experience with similar projects, firm staff experience in the field, their work plan and proposed services, the location of the firm, and their submitted price. The scores are shown below. Fleis & Vandenbrink scored highest, and staff recommends them as the best choice for this project at \$163,900, due to their experience, project understanding, and presence within the City of Muskegon. F&V worked with the parks department on the splash pad construction which also included grant administration. Staff was pleased with their efforts on community engagement, attention to detail, responsiveness and prioritization of the project.

Scoring:
Fleis & Vandenbrink 8.425
Fishbeck 7.875
Prein & Newhoff 7.875
Spicer Group 7.725
OCBA 7.6

Progressive 7.6
 Abonmarche 7.525
 DLZ 7.5
 MCSA 7.5
 Rowe 7.425
 Williams & Works 7.4
 Newak & Fraus 7.1
 Tower Pinkster 6.9
 Troyer Group 6.1
 SKO 6.1

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Improved access to the waterfront
 Enhanced Parks and Recreation Department and Services

Goal/Action Item:

2027 Goal 1: Destination Community & Quality of Life - Parks and Recreation Department and Services

Amount Requested:

163,900

Budgeted Item:

Yes	x	No		N/A		
-----	---	----	--	-----	--	--

Fund(s) or Account(s):

482 State Grants (ARPA)

Budget Amendment Needed:

Yes		No	x	N/A		
-----	--	----	---	-----	--	--

Recommended Motion:

I move to authorize staff to contract with Fleis & Vandenbrink in the amount of \$163,900 for park design and construction engineering services for improvements at Richards, McGraft, Kruse and Hartshorn parks in accordance with their proposal and the City's RFP.

Approvals:

Immediate Division Head	x	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting: No

PARK DESIGN SERVICES

Submitted to:
City of Muskegon

July 10, 2025
P50925



PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature  Title Principal

Print Name Don DeVries, PE Date 7/9/25

Firm Name Fleis & VandenBrink

Address 316 Morris Avenue, Ste 230

Muskegon, MI 49440

Telephone No. 231.726.1000

E-Mail ddevries@fveng.com

Fax No. 231.726.2200

PICKLEBALL COURT EXPERIENCE



John Gurney Park
Hart, MI



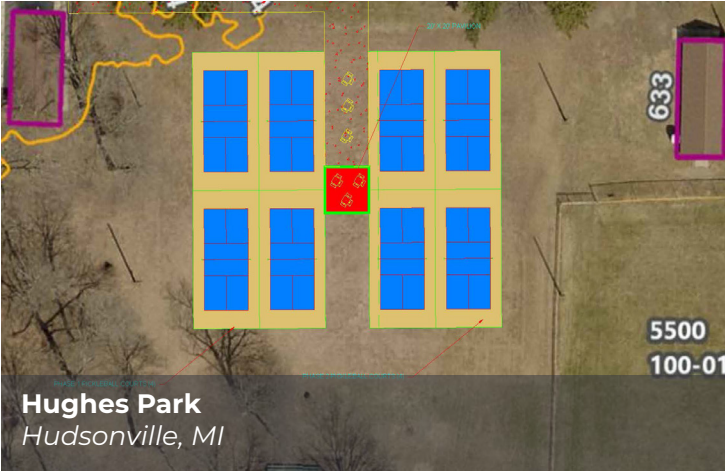
Township Community Park
Yankee Springs, MI



Granger Meadows Park
DeWitt MI



Hemlock Park
Big Rapids, MI



Hughes Park
Hudsonville, MI



Sports Complex
Frankenmuth, MI

SECTION 4: COST PROPOSAL

Our services will be provided on a lump sum basis, assuming the award of the scope of work for all four parks, as outlined below:

RICHARDS PARK

Task	Description	Fee
A	Pre-Design Due Diligence and Project Orientation	\$500
B	Topographical Survey	\$2,600
C	Design Engineering	\$12,500
D	EGLE Permitting, Wetland Delineation, and Geotechnical Investigation	\$9,000
F	Bidding and Procurement Support	\$2,000
H	Construction Support	\$7,000
TOTAL PROPOSED FEE		\$33,600

MCGRAFT PARK

Task	Description	Fee
A	Pre-Design Due Diligence and Project Orientation	\$500
B	Topographical Survey	\$2,600
C	Design Engineering	\$27,500
D	EGLE Permitting, Wetland Delineation, and Geotechnical Investigation	\$2,000
F	Bidding and Procurement Support	\$3,000
H	Construction Support	\$12,000
TOTAL PROPOSED FEE		\$47,600

KRUSE PARK

Task	Description	Fee
A	Pre-Design Due Diligence and Project Orientation	\$500
B	Topographical Survey	\$2,600
C	Design Engineering	\$24,000
D	EGLE Permitting, Wetland Delineation, and Geotechnical Investigation	\$9,000
F	Bidding and Procurement Support	\$2,000
H	Construction Support	\$12,000
TOTAL PROPOSED FEE		\$50,100

HARTSHORN PARK

Task	Description	Fee
A	Pre-Design Due Diligence and Project Orientation	\$500
B	Topographical Survey	\$2,600
C	Design Engineering	\$12,500
D	EGLE Permitting, Wetland Delineation, and Geotechnical Investigation	\$8,000
F	Bidding and Procurement Support	\$2,000
H	Construction Support	\$7,000
TOTAL PROPOSED FEE		\$32,600

FEE TOTAL - ALL FOUR PARKS \$163,900

SCOPE EXCLUSIONS

Our basic scope of services does not include the following services. If desired, we can provide a written scope with an associated fee if requested by the City.

- Hydrological modeling of improvement impacts to floodway/floodplain, if requested by EGLE.
- Material testing

Design engineering plans and permitting are proposed to be completed by December 1, 2025, with bidding to follow and construction completion projected for the 2026 construction season with completion of all the projects by November 1, 2026. We can review the possibility of adjusting this schedule with the City. If this proposal is acceptable to you, authorization can be given, under the terms of our existing professional services agreement, by signing below and returning an executed copy to F&V. We look forward to working with you on this project. We can begin working on the projects immediately upon your authorization and can adjust our schedule to meet your needs. If you have any questions or comments, please feel free to contact us.

HOURLY RATES

Classification	Rate
CIVIL ENGINEERS	\$58- \$260
Engineers-in-Training	\$130
Engineer	\$147 - \$180
Engineer Manager	\$180 - \$193
Senior Engineer Manager	\$205 - \$260
PROJECT MANAGERS	\$166 - \$220
Project Manager	\$166 - \$192
Senior Project Manager	\$205 - \$220
SURVEYORS	\$114 - \$194
Survey Crew Chief	\$114 - \$135
Survey Manager	\$153 - \$194
SITE DEVELOPMENT	\$102 - 198
Landscape Designer	\$102 - \$114
Landscape Architect	\$141 - \$162
Architect	\$156 - \$176
Senior Landscape Architect	\$170 - \$194
Senior Architect	\$198
ENVIRONMENTAL	\$81 - \$158
Environmental Technician	\$81 - \$106
Environmental Resource Specialist	\$97 - \$153
Geologist	\$116 - \$138
Senior Geologist	\$158
ADMINISTRATIVE AND BUSINESS SERVICES (IT, HR, MARKETING, ACCOUNTING, BUSINESS DEVELOPMENT)	\$78 - \$230
Administrative Assistant	\$78 - \$112
Senior Administrative Assistant	\$140 - \$230

SECTION 5: PROJECT TIMELINE

We anticipate the following schedule per the RFP:

Description	Date
Proposals Due	July 10, 2025
City Commission Consideration of Bids	July 22, 2025
Notice to Proceed	July 23, 2025
Bid Documents	November 15, 2025
Permits Read and Project Letting	January 2026
Construction Completion	November 1, 2026





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 22, 2025	Title: DWSRF Construction Engineering 2025							
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works							
Brief Summary: Staff requests authorization to enter into a contract change order with Prein & Newhof in the amount of \$88,000 due to increases in the scope of the lead service line replacement project that is part of the 2025 DWSRF program.								
Detailed Summary & Background: At the July 8, 2024 meeting the Commission approved award of a contract to Gustafson HDD and the sale of bonds to finance the replacement of approximately 1,300 lead service lines in the City. The original contract with Prein & Newhof, the City's engineering consultant on the project, contemplated about 1,000 service lines. Due to favorable bid pricing we were able to award an additional 320 services lines in the construction contract to bring the total to 1,320. Prein & Newhof is requesting an increase in their contract related to construction engineering costs for the additional 400 service lines. Services include on-site inspection, grant and contract administration, and environmental clearance work. The additional \$88,000 requested is an eligible expense under the DWSRF program, so the City will receive 25% principal forgiveness and the remainder will be included on the 20-year bond with the other project expenses.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Decrease infrastructure burden on residents, Sustainability in financial practices and infrastructure Goal/Action Item: 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Reliable and efficient short and long term financial practices								
Amount Requested: \$88,000	Budgeted Item: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Fund(s) or Account(s): 591-555 (Bonded)	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>X</td><td>N/A</td><td></td><td></td></tr></table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Recommended Motion: Move to authorize staff to enter into a contract change order with Prein & Newhof in the amount of \$88,000 due to increases in the scope of the lead service line replacement project that is part of the 2025 DWSRF program and authorize staff to sign.								

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting: No

Professional Services Agreement Amendment

Amendment Number : 1

Project Name: FY 25 DWRF LSLR

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

Client: City of Muskegon

Client Representative: Dan VanderHeide, P.E.

AGREEMENT: The Agreement Amendment modifies the original agreement for professional services dated: October 8, 2024

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

SCOPE OF SERVICES MODIFICATION:

Project scope has been increased to replace 300 additional water services.

SCHEDULE OF SERVICES MODIFICATION:

NA

BUDGET MODIFICATION:

\$88,000.00 increase. Revised budget will be \$549,400.00

METHOD OF COMPENSATION:

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

ADDITIONAL PROVISIONS (IF ANY):

None

Prepared by:

Prein&Newhof, Inc.

By: Jason Washler
Digitally signed by Jason Washler
DN: C=US,
E=jwashler@preinnewhof.com,
OU=Prein&Newhof, CN=Jason Washler
Date: 2025.06.30 15:40:46-04'00'

Print Name: Jason Washler, P.E.

Title: Vice President

Date: _____

Accepted for:

City of Muskegon

By: _____

Print Name: Dan VanderHeide, P.E.

Title: Director of Public Works

Date: _____



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 22, 2025	Title: Amendment to the zoning ordinance - Extending the hours of operation for marihuana retailers and provisioning centers.
Submitted by: Mike Franzak, Planning Director	Department: Planning
Brief Summary: Request to amend Section 2331 of the zoning ordinance to allow marihuana retailers and provisioning centers with approved drive-thru access to remain open for drive-thru sales only between 12 a.m. and 2 a.m., by The Grassy Knoll.	
Detailed Summary & Background: In April 2024, the applicant requested to amend the ordinance to be able to operate 24 hours per day. The ordinance that was proposed was not well written and would have eliminated any hours of operation for all other retail stores. The request was ultimately denied. This request is much more well written and should not cause any unintentional hardships for other marihuana retailers. There are currently three approved drive-through locations within the city. These are located at The Bodega (885 E Apple Ave), The Grassy Knoll (2125 Lemuel St), and Greencraft (551 Young Ave). <u>Current Ordinance Excerpt</u> Section 2331: Marihuana Facilities Overlay District 3. Provisioning Centers, Retailers, Microbusinesses and Designated Consumption Establishments may operate between the hours of 8 am and 12 am. <u>Proposed Ordinance (additions italicized)</u> Section 2331: Marihuana Facilities Overlay District 3. Provisioning Centers, Retailers, Microbusinesses and Designated Consumption Establishments may operate between the hours of 8 am and 12 am. <i>daily; however, Provisioning Centers and Retailers with approved drive-thru access may remain open for drive-thru sales only between the hours of 12 am and 2 am, provided all other applicable local, state, and safety regulations are met.</i> <u>Current Drive-Thru Regulations</u> Section 2331: Marihuana Facilities Overlay District 3.d. Curbside/Drive-Thru. Curbside delivery is allowed at all retail sale locations with an approved site plan that does not impede traffic or pedestrian safety. Drive-thru's are allowed as a special use permitted under the following conditions: i. The underlying zoning designation must be B-2, B-4, MC, I-1, I-2 or any Form Based Code designation/building type that allows for drive-thru businesses. ii. Drive-thru windows must be located on private property. Streets and alleys may only be used for the movement of traffic and may not be used for drive-thru vehicular stacking. iii. A traffic study must be performed showing the anticipated number of stacking spaces and where	

they would be located on site.

Staff Recommendation

Staff do not have a recommendation on whether marihuana establishments should be open longer. However, the proposed ordinance is well written and could be incorporated into the ordinance properly. Staff do have some concerns about the applicant's ability to follow the established guidelines. Staff have had discussions with the applicant for the past couple of years about their desire to host temporary campground events on-site during special events around the city. That use type is not allowed in their zoning district (I-1) and would need an amendment for them to proceed. Staff have discovered that a beach event in August is advertising overflow camping at The Grassy Knoll.

Planning Commission Recommendation

A motion was made to approve the request to allow marihuana retailers and provisioning centers with approved drive-thru access to remain open for drive-thru sales only between 12 a.m. and 2 a.m. However, the motion failed (5 no, 1 yes, 3 absent).

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:

2027 Goal 2: Economic Development Housing and Business

Amount Requested:

N/A

Budgeted Item:

N/A

Fund(s) or Account(s):

N/A

Budget Amendment Needed:

N/A

Recommended Motion:

I move to deny the request to amend Section 2331 of the zoning ordinance to allow marihuana retailers and provisioning centers with approved drive-thru access to remain open for drive-thru sales only between 12 a.m. and 2 a.m.

Approvals:

Guest(s) Invited / Presenting: No

ARTICLE XXIII – GENERAL PROVISIONS

- a. Change in any building size, up to five percent (5%) in total floor area
- b. Relocation of a dumpster
- c. Drive relocations
- d. Modification of up to 10% of the total parking area
- e. Sign location
- f. The addition of small accessory buildings (of not more than one hundred twenty square feet in area)
- g. Movement of buildings or other structures by no more than ten feet
- h. Replacement of plant material specified in the landscape plan with comparable materials
- i. Changes in building materials to comparable or higher quality materials
- j. Change in floor plans which do not alter the character of the use
- k. Changes required or requested by the City or other regulatory agency in order to conform to their laws or regulations

Requests for site plan modifications will be duly recorded by the Zoning Administrator and reflected by the applicant in the “as built” plans.

17. As-built plans: Upon completion of the project, and prior to the issuance of a Certificate of Occupancy or Certificate of Compliance, three as-built plans, accurately demonstrating compliance with grades and drainage plan, shall be provided to the Zoning Administrator. The Zoning Administrator shall provide one copy to the Assessor, and one copy to the Building Official.

SECTION 2331: MARIHUANA FACILITIES OVERLAY DISTRICT

A Marihuana Facilities Overlay District is hereby created as outlined in Figure 23-2. Within said overlay district only, Medical Marihuana Facilities and Recreational Marihuana Facilities to the extent licensed pursuant to City Code Sections 34-201 through 34-208 and 34-301 through 34-307 are permitted.

1. Overlay District:
 - a. Location: Please see Figure 23-2 for the location of the overlay district. Within the entire overlay district, licenses for Provisioning Centers, Growers, Processors, Secure Transporters and Safety Compliance Facilities are permitted for Medical Marihuana Facilities. A smaller area within the overlay district allows for Recreational Marihuana licenses for Retailers, Microbusiness, Designated Consumption Establishments, Temporary Marihuana Events, Growers, Processors, Secure Transporters and Safety Compliance Facilities.
2. Grower, Excess Grower, and Processor Requirements:

- a. Signage. Signage shall follow the regulations set forth by the underlying zoning district.
 - b. Building and Site Amenities. All Grower and Processor facilities must meet the following amenity requirements:
 - i. Bay doors. Buildings must have bay doors in which a secure transport vehicle can enter for delivery.
 - ii. Canopy. Buildings must have a canopy or decorative awning over the main entrance to the building.
 - iii. Lighting. There shall be ornamental lighting on the exterior of the building at all ingress and egress doors. There shall also be at least one decorative street lamp with banner brackets every 150 feet of linear road frontage. The Zoning Administrator may require these lamps to be located off-site within the overlay district to create a cohesive look for the district.
 - iv. Landscaping plan. Decorative landscaping shall be provided with irrigation. All new construction projects shall require underground sprinkling. Please see Part G, Landscaping Requirements.
 - v. Street furniture/amenities. There shall be at least one bench, bike rack, trash can or bus shelter located on site. The Zoning Administrator may require any of these over another to keep a diversified look throughout the district. Properties that cannot meet these requirements because of site conditions may allow the Zoning Administrator to locate these amenities anywhere within the district or within 500 feet of its boundaries.
 - vi. Carbon filtration system. The building shall be equipped with an activated carbon filtration system for odor control and be maintained in working order.
 - c. Waste Disposal Plan. A plan must be approved for the disposal of waste, chemicals and unused plant material.
 - d. Security. There must be a security presence in place on the property at all times, either by licensed security guard(s) and/or security cameras. A floor plan with security details is required.
3. Provisioning Center, Retailer, Microbusiness and Designated Consumption Establishment Requirements:
- a. Hours. Provisioning Centers, Retailers and Microbusinesses and Designated Consumption Establishments may operate between the hours 8 am and 12 am.
 - b. Signage. Signage shall follow the regulations set forth by the underlying zoning district.
 - c. Building and Site Amenities. All Provisioning Centers, Retailers, Microbusinesses and Designated Consumption Establishments must meet the following amenity requirements:
 - i. Canopy. Buildings must have a canopy or decorative awning over the main entrance to the building.

- ii. Security shutters. The interior of all windows shall require security shutters that give the appearance of shutters or window shades. Metal bars and gates are prohibited.
 - iii. Lighting. There shall be ornamental lighting on the exterior of the building at all ingress and egress doors. There shall also be at least one decorative street lamp with banner brackets every 150 feet of lineal road frontage. The Zoning Administrator may require these lamps to be located off-site within the overlay district to create a cohesive look for the district.
 - iv. Landscaping plan. Decorative landscaping shall be provided with irrigation. All new construction projects shall require underground sprinkling. Please see Part G, Landscaping Requirements.
 - v. Street furniture/amenities. There shall be at least one bench, bike rack, trash can or bus shelter located on site. The Zoning Administrator may require any of these over another to keep a diversified look throughout the district. Properties that cannot meet these requirements because of site conditions may allow the Zoning Administrator to locate these amenities anywhere within the district or within 500 feet of its boundaries.
 - vi. Carbon filtration system. The building shall be equipped with an activated carbon filtration system for odor control and be maintained in working order.
- d. Curbside/Drive Thru. Curbside delivery is allowed at all retail sale locations with an approved site plan that does not impede traffic or pedestrian safety. Drive thrus are allowed as a special use permitted under the following conditions:
- i. The underlying zoning designation must be B-2, B-4, MC, I-1, I-2 or any Form Based Code designation/building type that allows for drive thru businesses.
 - ii. Drive thru windows must be located on private property. Streets and alleys may only be used for the movement of traffic and may not be used for drive thru vehicular stacking.
 - iii. A traffic study must be performed showing anticipated number of stacking spaces and where they would be located on site.
- e. Security. There must be a security presence in place on the property at all times, either by licensed security guard(s) and/or security cameras. A floor plan with security details is required.
4. Safety Compliance Facility Requirements:
- a. Indoor Activities. All activities of a marihuana safety compliance facility shall be conducted within the structure and out of public view.
 - b. Building and Site Amenities. All Safety Compliance Facilities must meet the following amenity requirements:
 - i. Canopy. Buildings must have a canopy or decorative awning over the main entrance to the building.

- ii. Lighting. Ornamental lighting is required on the exterior of the building at all ingress and egress doors. There shall also be at least one decorative street lamp with banner brackets every 150 feet of lineal road frontage. The Zoning Administrator may require these lamps to be located off-site within the overlay district to create a cohesive look for the district.
 - iii. Landscaping Plan. Decorative landscaping shall be provided and all landscaping shall be irrigated. All new construction projects shall require underground sprinkling. Please see Part G, Landscaping Requirements.
 - iv. Street furniture/amenities. There shall be at least one bench, bike rack, trash can or bus shelter located on site. The Zoning Administrator may require any of these over another to keep a diversified look throughout the district. Properties that cannot meet these requirements because of site conditions may allow the Zoning Administrator to locate these amenities anywhere within the district or within 500 feet of its boundaries.
- c. Security. There must be a security presence in place on the property at all times, either by licensed security guard(s) and/or security cameras. A floor plan with security details is required.
 - d. Chemical waste and plant disposal plan. A list of all chemicals used in testing and how they will be disposed of must be provided. The plan must also show how marihuana plants and products will be disposed.

5. Secure Transporter Requirements:

- a. Storage. Marihuana and supplies, materials or money shall not be kept in any secure transport vehicle overnight. Outdoor storage, excluding transport vehicles is prohibited.
- b. Building and Site Amenities. All Secure Transporter buildings must meet the following amenity requirements:
 - i. Canopy. Buildings must have a canopy or decorative awning over the main entrance to the building.
 - ii. Lighting. Ornamental lighting is required on the exterior of the building at all ingress and egress doors. There shall also be at least one decorative street lamp with banner brackets every 150 feet of lineal road frontage. The Zoning Administrator may require these lamps to be located off-site within the overlay district to create a cohesive look for the district.
 - iii. Landscaping Plan. Decorative landscaping shall be provided and all landscaping shall be irrigated. All new construction projects shall require underground sprinkling. Please see Part G, Landscaping Requirements.
 - iv. Street furniture/amenities. There shall be at least one bench, bike rack, trash can or bus shelter located on site. The Zoning Administrator may require any of these over another to keep a diversified look throughout the district. Properties that cannot meet these requirements because of site conditions may allow the Zoning Administrator to locate these amenities anywhere within the district or within 500 feet of its boundaries.

- c. Security. There must be a security presence in place on the property at all times, either by licensed security guard(s) and/or security cameras. A floor plan with security details is required.

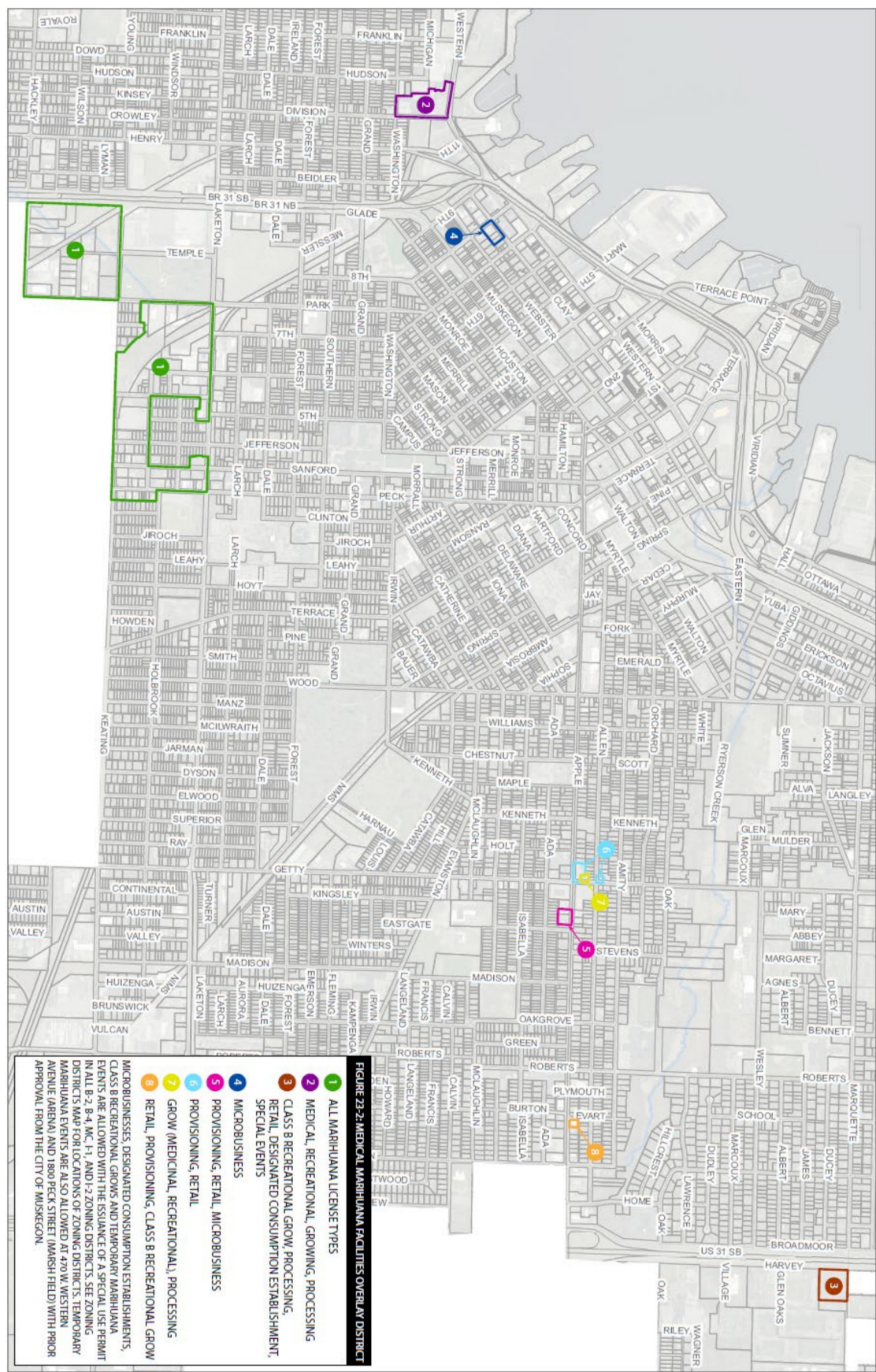
6. Temporary Marihuana Event Requirements:

- a. Temporary Marihuana Events may be held within the allowed area for Recreational Marihuana Facilities, including parking lots and the public right-of-way, with the issuance of all necessary local and state permits.

7. Landscaping Requirements:

- a. All required front setbacks shall be landscaped with a minimum of two canopy or shade trees, four understory or evergreen trees and four shrubs, for each 30 lineal feet of road frontage. Access ways from public rights-of-way through required landscape strips shall be permitted, but such access ways shall not be subtracted from the lineal dimension used to determine the minimum number of trees and shrubs required.
- b. All terraces (area between street and sidewalk) shall be landscaped with a minimum of one canopy tree for each 20 lineal feet of road frontage.
- c. Properties that cannot meet these landscaping requirements because of site conditions may allow the Zoning Administrator to locate the required landscaping anywhere within the overlay district or within 500 feet of its boundaries. Required understory trees, evergreen trees and shrubs may be replaced with canopy trees within the terrace at a 1:1 ratio.

FIGURE 23-2





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 22, 2025	Title: Amendment to the zoning ordinance - Allowing churches as a permitted use in civic buildings in the Form-Based Code, Downtown context area.
Submitted by: Mike Franzak, Planning Director	Department: Planning
Brief Summary: Request to amend Section 2005.05 of the Form-Based Code to allow churches as a permitted use in civic buildings in the Form-Based Code, Downtown context area, by Century Club Development, LLC.	
Detailed Summary & Background: Churches are not currently a permitted use in the Form Based Code, Downtown (FBC-DT) context areas. There are two building types allowed in the FBC-DT context areas - Mixed-use and Civic buildings. Churches are allowed in the other FBC context areas, but only in civic buildings. Other uses allowed in civic buildings include galleries and train stations. This request is to amend the ordinance to allow churches in civic building types in the FBC, DT context area. Staff believe that the Century Club can be defined as a civic building. The building was dedicated in January 1889 for the Muskegon Club and became the Century Club in January 1901. Historically, the building served as a social club formed by Muskegon's business leaders; some early club presidents included business/community leaders Charles Hackley, John Torrent, Lyman Mason, and A. V. Mann. The Club included, at one point, over 550 total members and was considered the center of business life of the community. Closed in 1991, retail activity in the building was introduced in the mid-2000s following the demolition of the Muskegon Mall. <u>Staff Recommendation</u> Staff do not have a recommendation on whether churches should be allowed in the FBC-DT context area. There currently are not any churches located within any of these designated properties, so it would not bring any non-conforming churches into conforming status. There are pros and cons to the request. The pro is that it would facilitate a sale of a specific building that has had a tough time selling with its existing retail uses. The cons would include the elimination of property taxes and potentially reducing the number of days the buildings would be used, reducing foot traffic and activity in the downtown. <u>Planning Commission Recommendation</u> A motion was made to deny the request to amend Section 2005.05 of the Form-Based Code to allow churches as a permitted use in civic buildings in the Form-Based Code, Downtown context area. The motion passed (5 yes, 1 no, 3 absent).	
Goal/Focus Area/Action Item Addressed:	

Key Focus Areas:**Goal/Action Item:**

2027 Goal 3: Community Connection

Amount Requested:

N/A

Budgeted Item:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Recommended Motion:

I move that the request to amend Section 2005.05 of the Form-Based Code to allow churches as a permitted use in civic buildings in the Form-Based Code, Downtown context area be denied.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting: No

**Supplement to City of Muskegon Planning and Zoning Application
Century Club at 356 W. Western Avenue
June 11, 2025**

First, the Century Club building/property was purchased in 2006 and completely restored in 2007. Until 2007 the building had never accommodated retail operations. The original retailer, for which the building was initially remodeled, prematurely terminated their lease largely due to lack of sales. We have witnessed the same thing since we introduced the Century Club Shops in 2012. The building is not ideal for retail largely due to the elevated main floor between five and six feet above the sidewalk.

Second, the property has been listed 'For Sale' since 2018 and with three different commercial realtors during that time. In these seven years we have not had a single party express interest, much less an offer. All this in spite of continually reducing the list price to now nearly thirty percent from the original price.

Third, we do, however, manage and operate the ballroom on the second floor. For the last year the Cornerstone PCA church has used the ballroom as their church home meeting regularly on Sunday mornings as well as other meetings during the week. They have now expressed interest in purchasing the building as their permanent church home, which would allow them to expand their ministry and operations downtown. Unfortunately, at this time a church is not a permissible use per the form-based code and the zoning at this location needs to be amended to allow that.

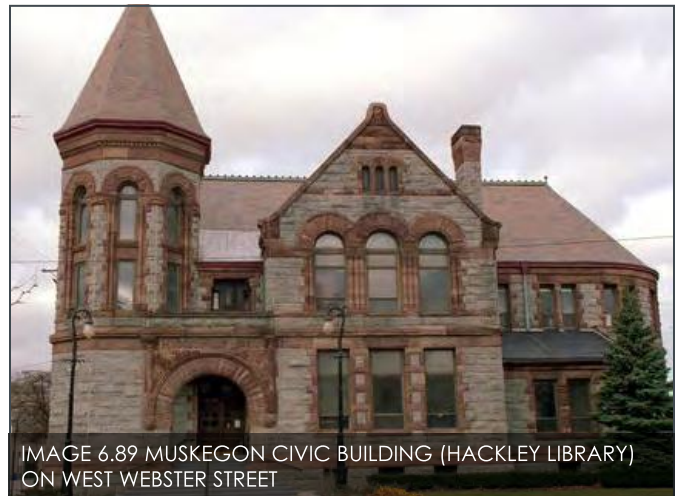
1.0 BUILDING TYPE DESCRIPTION

The CIVIC BUILDING TYPE is a small-, medium- or large-sized detached structure that incorporates uses of special public importance including, but not limited to municipal buildings, churches, libraries and schools. Civic Buildings typically have less form regulations than other Building Types because their prominence within the community requires more iconic and distinctive form.



2.0 PRECEDENT OF CIVIC BUILDING TYPE

The following images represent precedent examples of the Civic Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.



2006.19 CIVIC BUILDING TYPE

3.0 BUILDING SIZE AND MASSING

Civic Building size and massing is not regulated by this Form Based Code. Generally Civic Buildings shall have a significant presence within the community.

5.0 NUMBER OF UNITS

Number of units is not applicable to this Building Type.

7.0 FACADE COMPOSITION REQUIREMENTS

Civic Building facade composition is not regulated by this Form Based Code. Generally Civic Buildings shall have a design elements and materials that represent their significant presence within the community.

Facade composition should be respectful and compatible with the surrounding context.

9.0 BUILDING TYPE FRONTAGE OPTIONS

Civic Building frontages are not regulated by this Form Based Code. Generally Civic Buildings shall have a frontage that allows for pedestrian access and transparency that represent their significant presence within the community.

4.0 GROUND FLOOR ACTIVATION

Civic Building ground floor activation is not regulated by this Form Based Code. Generally Civic Buildings shall have an activated ground floor with pedestrian entrances and windows facing street, rights-of-way, and civic space.

6.0 USE

Building Type use:

- A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

8.0 BUILDING HEIGHT

Overall height of Building Type is regulated by Context Area, refer to Section 2005.

2005.05 DOWNTOWN (DT) CONTEXT AREA

6.0 PERMITTED USES

DOWNTOWN (DT) CONTEXT AREA PERMITTED USES

Specific Use	MIXED USE BUILDING TYPE	RETAIL BUILDING TYPE	FLEX BUILDING TYPE	COTTAGE RETAIL BUILDING TYPE	LIVE / WORK BUILDING TYPE	LARGE MULTI-PLEX BUILDING TYPE	SMALL MULTI-PLEX BUILDING TYPE	ROWHOUSE BUILDING TYPE	DUPLEX BUILDING TYPE	DETACHED HOUSE BUILDING TYPE	CARRIAGE HOUSE BUILDING TYPE	CIVIC BUILDING TYPE
Accessory buildings and uses	P											
Amusement and recreation facility	P											
Auto service station												
Bank	P											
Business school/private or public school/higher ed.	S											
Church												P
Club, lodge, hall												
Gallery/museum	P											P
Hotel/motel	P											
Indoor theater/live music concert hall	P											
Light manufacturing												
Machine shop												
Micro brewery, distillery, winery under 2500 barrels	P											
Micro brewery, distillery, winery over 2500 barrels	P											
Multi-family	P*											
Office	P											
Outdoor recreation												
Outdoor theater												
Parking structure	S											
Personal service	P											
Railway terminal												P
Research and development												
Restaurant, cocktail lounge, brewpub	P											
Retail	P											
Shipping, port related activity												

P = Permitted Use

P* = Permitted Use on floors two and above

P# = Permitted Use on first floor only

S = Special Land Use (refer to Section 2002.02)

Active uses per the Context Area Map (2005.02) include retail, restaurant/cocktail lounge/brewpub, personal service, and micro brewery/distillery/winery.

Blank cell = Use not permitted in this Context Area

Shaded areas represent Building Types that are not permitted in this Context Area.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 22, 2025	Title: Amendment to the zoning ordinance - Allowing marinas as a permitted use in Form-Based Code, Lakeside Mixed Residential districts.
Submitted by: Mike Franzak, Planning Director	Department: Planning
Brief Summary: Staff-initiated request to amend the zoning ordinance to allow marinas as a permitted use in Form-Based Code, Lakeside Mixed Residential districts.	
Detailed Summary & Background: This request was brought about after staff had contact with a couple of property owners about land use issues on their properties. If this request is approved, staff will look to rezone several properties in the current Waterfront Marine (WM) district along Lakeshore Dr to Form Based Code, Lakeside Mixed Residential (FBC-LMR) at a future meeting. The owner at 2984 Lakeshore Dr wanted to demo and rebuild his house. However, residential uses are not allowed in the WM district and the existing house was considered legally non-conforming (grandfathered). The owner was forced to seek a variance to rebuild the house and the request was eventually approved. The new house plans were approved, but the new house would have to meet the existing setbacks in WM, which is 10/14 (side setback requirement) for a two-story house. Residential setbacks are usually much smaller, such as five feet in many districts. There are eight houses located in the WM district, all of which are considered legally non-conforming. With this current zoning, all property owners will have difficulty rebuilding, putting on additions and possibly even refinancing. The owner at 3092 Lakeshore Dr. demoed the existing house on site and wants to build a multi-family house, between 6-8 units. This is not allowed since residential is not a permitted use in the WM district. Staff are not exactly sure why the entire area was zoned WM, but it has been that way since at least 1986. Were these residential properties hoping to have marinas added to their properties? Was it zoned in an effort to transform this area into strictly marina and phase out residential? Without having a clear answer, staff decided to hold a focus group among the property owners to see what their vision was for their properties moving forward. At the meeting, it was discovered that most of the homeowners wanted to continue to stay strictly residential. A couple of the homeowners wanted to stay residential, but add a marina to the property. All the homeowners stated that they did not have an objection to allowing residential with a higher density than single-family. After the focus group meeting, it was clear that the best path forward would be to allow multi-family residential and marinas on these properties. The FBC-LMR district allows for small multiplexes (up to six units) but it does not allow for marinas. Staff are proposing to amend the ordinance to make marinas a permitted use in this context, then to rezone these eight properties to FBC-LMR. A clause was	

added to the amendment that states "marinas are a permitted use on properties with Muskegon Lake waterfront frontage." This will eliminate the possibility of any FBC-LMR properties without lake frontage to storage boats on their properties. The master plan supports both WM and FBC-LMR as they both fit the description of a lakeshore that allows for mixed-uses.

Planning Commission Recommendation

A motion was made to recommend the request to amend the zoning ordinance to allow marinas as a permitted use in Form-Based Code, Lakeside Mixed Residential districts. The motion passed (6 yes, 0 no, 3 absent).

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:

2027 Goal 2: Economic Development Housing and Business

Amount Requested:

N/A

Budgeted Item:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Recommended Motion:

I move to approve the request to amend the zoning ordinance to allow marinas as a permitted use in the Form-Based Code, Lakeside Mixed Residential districts.

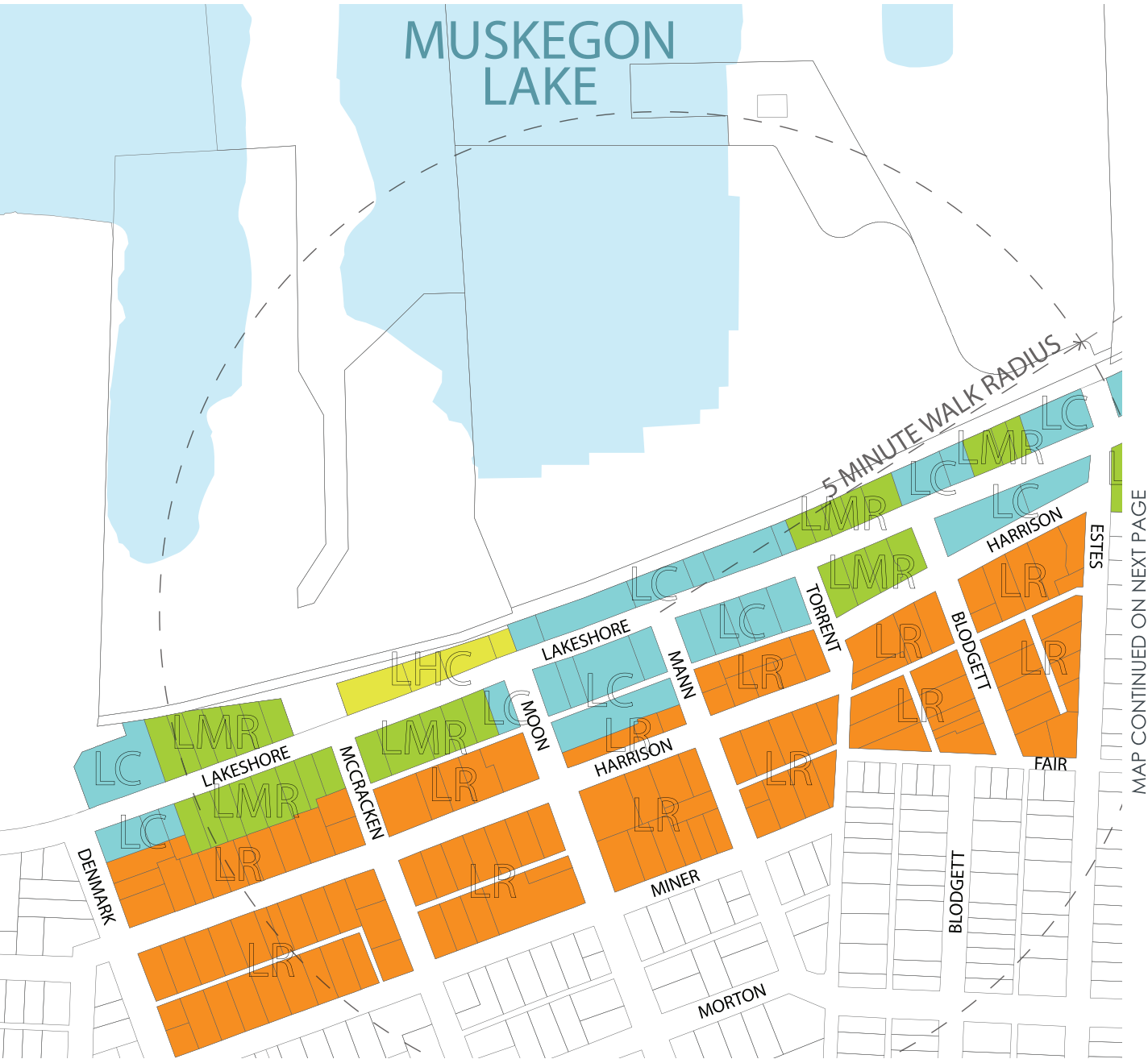
Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting: No

2005.02 CONTEXT AREA MAP

This Map contains Context Areas for the Lakeside Form Based Code

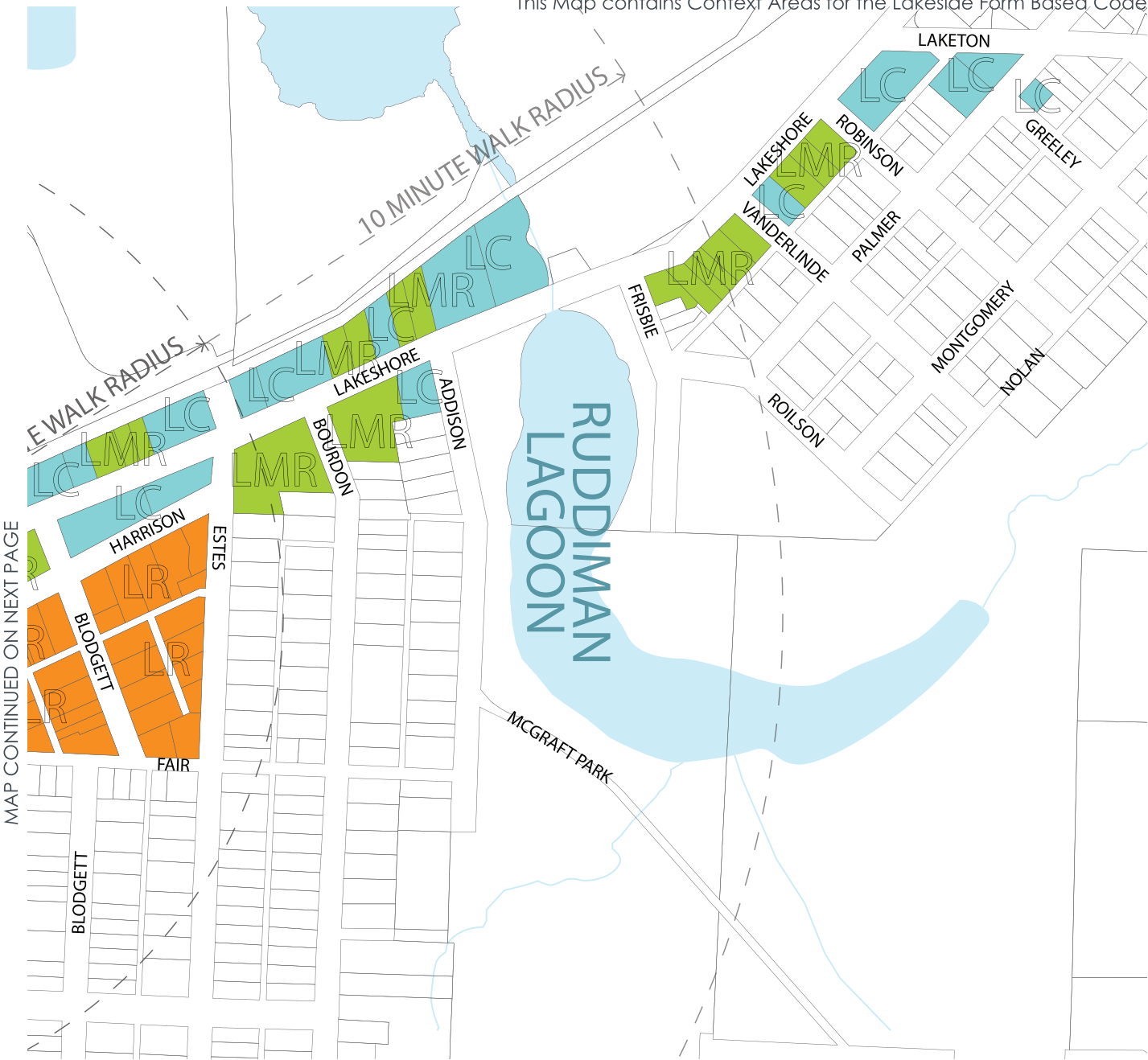


PUBLIC REALM CONTEXT AREA MAP LEGEND



2005.02 CONTEXT AREA MAP (continued)

This Map contains Context Areas for the Lakeside Form Based Code



MAP CONTINUED ON NEXT PAGE

PUBLIC REALM CONTEXT AREA MAP LEGEND



- COMMERCIAL (LC)
- HEAVY COMMERCIAL (LHC)
- MIXED RESIDENTIAL (LMR)
- RESIDENTIAL (LR)

2005.07 LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA

6.0 PERMITTED USES

LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA PERMITTED USES

Specific Use	MIXED USE BUILDING TYPE	RETAIL BUILDING TYPE	FLEX BUILDING TYPE	COTTAGE RETAIL BUILDING TYPE	LIVE / WORK BUILDING TYPE	LARGE MULTI-PLEX BUILDING TYPE	SMALL MULTI-PLEX BUILDING TYPE	ROWHOUSE BUILDING TYPE	DUPLEX BUILDING TYPE	DETACHED HOUSE BUILDING TYPE	CARRIAGE HOUSE BUILDING TYPE	CIVIC BUILDING TYPE
Accessory buildings and uses				P			P	P	P	P	P	
Amusement and recreation facility												
Auto service station				S								
Bank												
Business school/private or public school/higher ed.												
Church												P
Club, lodge, hall				S*			S*	S*	S*	S*		S*
Gallery/museum				P			P	P	P	P	P	P
Hotel/motel												
Indoor theater/live music concert hall												
Light manufacturing												
Machine shop												
Marina				P**			P**	P**	P**	P**		
Micro brewery, distillery, winery under 2500 barrels				P								
Micro brewery, distillery, winery over 2500 barrels												
Multi-family							P					
Office				P								
Outdoor recreation												
Outdoor theater												
Parking structure												
Personal service				P								
Railway terminal												P
Research and development												
Restaurant, cocktail lounge, brewpub				P								
Retail				P								

P = Permitted Use

P* = Permitted Use on floors two and above

P** = Permitted Use on properties with Muskegon Lake waterfront frontage

P# = Permitted Use on first floor only

S = Special Land Use (refer to Section 2002.02)

S* = Special Land Use requires minimum 200 feet of frontage on one street

Blank cell = Use not permitted in this Context Area

Shaded areas represent Building Types that are not permitted in this Context Area.

6.0 PERMITTED USES (continued)

Specific Use

P = Permitted Use
P* = Permitted Use on floors two and above
P** = Permitted Use on properties with Muskegon Lake waterfront frontage
P# = Permitted Use on first floor only
S = Special Land Use (refer to Section 2002.02)
S* = Special Land Use requires minimum 200 feet of frontage on one street
Blank cell = Use not permitted in this Context Area
Shaded areas represent Building Types that are not permitted in this Context Area.

2005.07 LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA**1.0 CONTEXT AREA INTENT AND DESCRIPTION****INTENT**

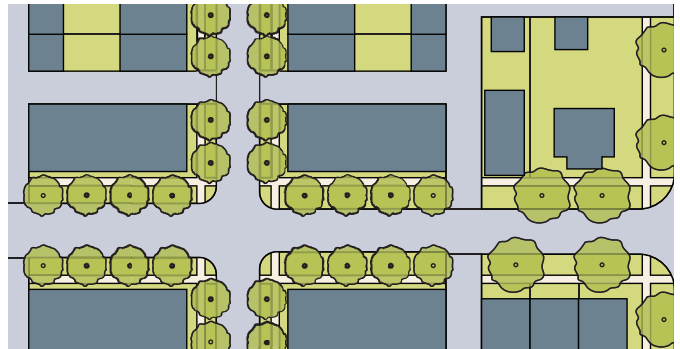
To allow for the cohesive existence of residential and business uses within the district. This Context Area allows for residential and small scale commercial uses to be placed alongside each other in a walkable, urban form.

DESCRIPTION

This Context Area is characterized by the mixture of commercial and residential uses that helps to promote walkability and commerce. Homes fronting Lakeshore Drive are allowed a third story to take advantage of lake views.

The following are generally appropriate form elements in this Context Area:

- A. Detached homes / live-work buildings
- B. Small to medium building footprint
- C. Storefront frontages

**2.0 CONTEXT AREA LOCATION**

2005.07 LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

BUILDING TYPE WITH FRONTAGE OPTION		LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA		
		PERMITTED IN CONTEXT AREA	BUILDING HEIGHT	BUILDING LOT SIZE
MIXED-USE BUILDING TYPE	with STOREFRONT			
	with BALCONY			
	with TERRACE			
	with FORECOURT			
	with DRIVE-THROUGH			
RETAIL BUILDING TYPE	with STOREFRONT			
	with TERRACE			
	with DRIVE-THROUGH			
FLEX BUILDING TYPE	with STOREFRONT			
	with TERRACE			
	with FORECOURT			
	with DOORYARD			
COTTAGE RETAIL BUILDING	with STOREFRONT	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
	with DOORYARD	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
	with STOOP	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
LIVE / WORK BUILDING TYPE	with STOREFRONT			
	with DOORYARD			
	with LIGHTWELL			
	with STOOP			
LARGE MULTI-PLEX BUILDING TYPE	with FORECOURT			
	with DOORYARD			
	with STOOP			
	with PROJECTING PORCH			
SMALL MULTI-PLEX BUILDING TYPE	with STOOP	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
ROWHOUSE BUILDING TYPE	with LIGHTWELL			
	with STOOP	By Right	2 story building required	Lot Width: 16' min. / 30' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 16' min. / 30' max. Lot Depth: 100' min.
DUPLEX BUILDING TYPE	with STOOP	By Right	3 story cond.* / 2 story min.	Lot Width: 35' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story cond.* / 2 story min.	Lot Width: 35' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story cond.* / 2 story min.	Lot Width: 35' min. / 60' max. Lot Depth: 100' min.
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 60' max. Lot Depth: 100' min.
CARRIAGE HOUSE BUILDING TYPE		By Right	2 story max. / 1 story min.	Not Applicable - Carriage House Building Type must be used as an accessory building to another building type (refer to Section 2006)
CIVIC BUILDING TYPE		By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.

Shaded areas represent Building Types and / or frontages that are not permitted in specified Context Area.

* Building height labeled Conditional is permitted if fronting Lakeshore Drive.

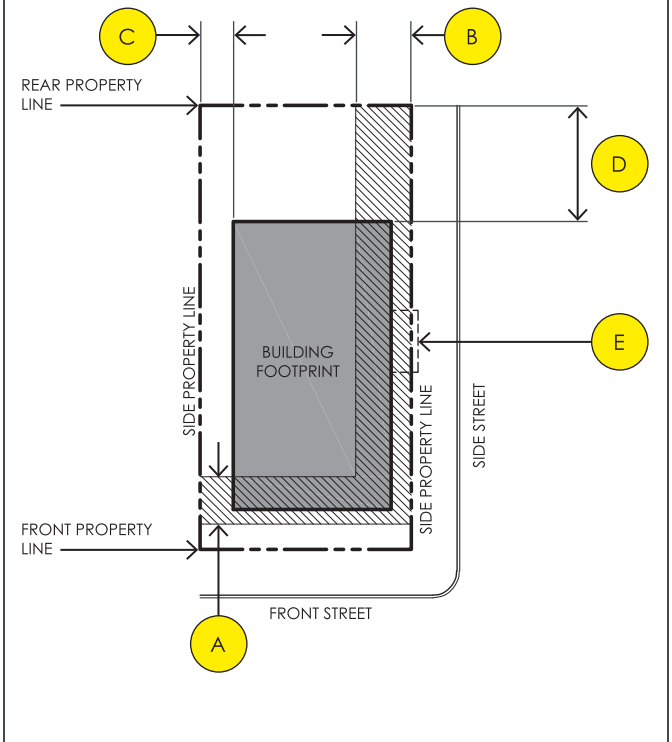
2005.07 LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.05 for building site placement.

- A. Front Build-to-Zone (at front street):
 - Required build-to-zone from 5 to 12 feet from front property line.
- B. Side Build-to-Zone (at side street):
 - Required build-to-zone from 0 to 12 feet from side property line.
- C. Side Setback (at non-street locations):
 - 0 feet from side property line.
- D. Rear Setback:
 - 0 feet from rear property line.
- E. Encroachments: Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way as indicated in Section 2003.02.

ILLUSTRATION 5.05 BUILDING SITE PLACEMENT

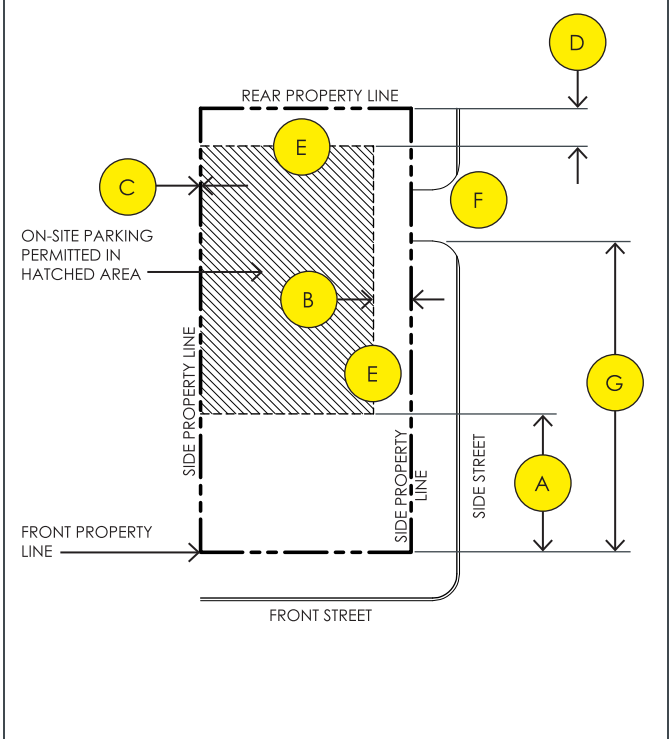


5.0 PARKING PLACEMENT

Refer to Illustration 5.06 for on-site parking placement.

- A. Front Setback:
 - 40 feet minimum from front property line.
- B. Side Setback (from side street):
 - 5 feet minimum from side property line.
- C. Side Setback (from non-street locations):
 - 0 feet from side property line.
- D. Rear Setback:
 - 0 feet from rear property line at non-street locations.
 - 5 feet from rear property line at street locations.
- E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
- F. Parking / service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
- G. Driveway access location:
 - Corner lot: 40 feet minimum from street corner.
 - Interior lot: within 5 feet of side property line, when alley is not available.

ILLUSTRATION 5.06 PARKING PLACEMENT



2005.07 LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA

6.0 PERMITTED USES

LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA PERMITTED USES

Specific Use	MIXED USE BUILDING TYPE	RETAIL BUILDING TYPE	FLEX BUILDING TYPE	COTTAGE RETAIL BUILDING TYPE	LIVE / WORK BUILDING TYPE	LARGE MULTI-PLEX BUILDING TYPE	SMALL MULTI-PLEX BUILDING TYPE	ROWHOUSE BUILDING TYPE	DUPLEX BUILDING TYPE	DETACHED HOUSE BUILDING TYPE	CARRIAGE HOUSE BUILDING TYPE	CIVIC BUILDING TYPE
Accessory buildings and uses				P			P	P	P	P	P	
Amusement and recreation facility												
Auto service station				S								
Bank												
Business school/private or public school/higher ed.												
Church												P
Club, lodge, hall				S*			S*	S*	S*	S*		S*
Gallery/museum				P			P	P	P	P	P	P
Hotel/motel												
Indoor theater/live music concert hall												
Light manufacturing												
Machine shop												
Micro brewery, distillery, winery under 2500 barrels				P								
Micro brewery, distillery, winery over 2500 barrels												
Multi-family							P					
Office				P								
Outdoor recreation												
Outdoor theater												
Parking structure												
Personal service				P								
Railway terminal												P
Research and development												
Restaurant, cocktail lounge, brewpub				P								
Retail				P								
Shipping, port related activity												

P = Permitted Use

P* = Permitted Use on floors two and above

P# = Permitted Use on first floor only

S = Special Land Use (refer to Section 2002.02)

S* = Special Land Use requires minimum 200 feet of frontage on one street

Active uses per the Context Area Map (2005.02) include retail, restaurant/cocktail lounge/brewpub, personal service, and micro brewery/distillery/winery.

Blank cell = Use not permitted in this Context Area

Shaded areas represent Building Types that are not permitted in this Context Area.

6.0 PERMITTED USES (continued)

Specific Use

P = Permitted Use
P* = Permitted Use on floors two and above
P# = Permitted Use on first floor only
S = Special Land Use (refer to Section 2002.02)
S* = Special Land Use requires minimum 200 feet of frontage on one street
Active uses per the Context Area Map (2005.02) include retail, restaurant/cocktail lounge/brewpub, personal service, and micro brewery/distillery/winery.
Blank cell = Use not permitted in this Context Area
Shaded areas represent Building Types that are not permitted in this Context Area.



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Article XX of the zoning ordinance to allow marinas as a permitted use in Form-Based Code, Lakeside Mixed Residential districts.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Marinas are a permitted use in Form-Based Code, Lakeside Mixed Residential districts.

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 22nd day of July, 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: _____, 2025.

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 July 22, 2025, the City Commission of the City of Muskegon adopted an ordinance to amend Article XX of the zoning ordinance to allow marinas as a permitted use in Form-Based Code, Lakeside Mixed Residential districts.

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 _____, 2025.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 22, 2025	Title: Allen Edwin/Green Development Ventures Lot Purchase and Development Agreement
Submitted by: Jake Eckholm, Development Services Director	Department: Economic Development
Brief Summary: Allen Edwin Homes, through their subsidiary Green Development Ventures is seeking a contract to purchase and develop 22 city owned vacant lots for MSHDA regulated rental housing.	
Detailed Summary & Background: In 2023, city staff assisted Muskegon County and Allen Edwin Homes to reach a real estate deal in order to utilize the newly passed scattered site housing payment-in-lieu-of-taxes (PILOT) amendment to the MSHDA Act which allows the addition of single family detached housing in neighborhoods with MSHDA rent limits. These limits dictate the rent be held under the MSHDA imposed limit for 120% Area Median Income (AMI). The city passed a resolution for housing exemption along with a restrictive covenant on the subject properties, and the county land bank entered into a purchase and development agreement with Allen Edwin. This arrangement has worked out well for all parties, with AE underway or complete on 17 of the contracted 34 homes and providing the community with larger format single family rental units. The units are primarily 4 bedroom, 2 bathroom single family homes. The purchase and development agreement attached is the same format, but for city-owned lots as opposed to properties owned by the county land bank. Allen Edwin is happy with the progress they have seen with the county agreement and is seeking the opportunity to make further housing investment. The agreement compels them to build at a pace of 8 homes a year for a period not exceed 5 years, as some lots may be split to accommodate more units. Closing on any of the lots is contingent on the future passage of a resolution and restrictive covenant on the lots to allow a PILOT. As we have approved with other groups, the statute required PILOT rate would be 10% of shelter rents for a period of 15 years. This allows us to approve the agreement and wait to pass the PILOT until after Allen Edwin has had the opportunity to complete any due diligence, so that way if there are any lots with concerns they can choose to not take them and we keep them on the normal tax roll, as opposed to approving a PILOT for something that doesn't get built.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business	

Amount Requested: N/A	Budgeted Item: <table border="1"> <tr> <td data-bbox="846 149 972 205">Yes</td> <td data-bbox="972 149 1029 205"></td> <td data-bbox="1029 149 1154 205">No</td> <td data-bbox="1154 149 1211 205"></td> <td data-bbox="1211 149 1336 205">N/A</td> <td data-bbox="1336 149 1393 205"></td> <td data-bbox="1393 149 1544 205"></td> </tr> </table>		Yes		No		N/A										
Yes		No		N/A													
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"> <tr> <td data-bbox="846 279 972 336">Yes</td> <td data-bbox="972 279 1029 336"></td> <td data-bbox="1029 279 1154 336">No</td> <td data-bbox="1154 279 1211 336"></td> <td data-bbox="1211 279 1336 336">N/A</td> <td data-bbox="1336 279 1393 336"></td> <td data-bbox="1393 279 1544 336"></td> </tr> </table>		Yes		No		N/A										
Yes		No		N/A													
Recommended Motion: Motion to approve the Lot Purchase and Development Agreement between Green Development Ventures, LLC and the City of Muskegon as presented and to authorize the mayor and clerk to sign.																	
Approvals: <table border="1"> <tr> <td data-bbox="115 548 464 642">Immediate Division Head</td> <td data-bbox="464 548 529 642"></td> <td data-bbox="529 548 812 642"></td> </tr> <tr> <td data-bbox="115 642 464 737">Information Technology</td> <td data-bbox="464 642 529 737"></td> <td data-bbox="529 642 812 737"></td> </tr> <tr> <td data-bbox="115 737 464 793">Other Division Heads</td> <td data-bbox="464 737 529 793"></td> <td data-bbox="529 737 812 793"></td> </tr> <tr> <td data-bbox="115 793 464 850">Communication</td> <td data-bbox="464 793 529 850"></td> <td data-bbox="529 793 812 850"></td> </tr> <tr> <td data-bbox="115 850 464 907">Legal Review</td> <td data-bbox="464 850 529 907"></td> <td data-bbox="529 850 812 907"></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: Yes	
Immediate Division Head																	
Information Technology																	
Other Division Heads																	
Communication																	
Legal Review																	

LOT PURCHASE AGREEMENT

This LOT PURCHASE AGREEMENT (this “Agreement”) is made on _____, by and between GREEN DEVELOPMENT VENTURES, LLC, a Michigan limited liability company of 2186 E. Centre Ave. Portage, MI 49002 (“Purchaser”) and the CITY OF MUSKEGON, a Michigan municipal corporation, of 933 Terrace St., Muskegon, MI 49440 (“Seller”) as follows:

BACKGROUND

Seller desires to sell, and Purchaser desires to purchase twenty-three (23) Lots, located in the City of Muskegon, Muskegon County, Michigan.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Lots. Seller agrees to sell and Purchaser agrees to purchase twenty-four (24) Lots, located in the City of Muskegon, Muskegon County, State of Michigan, described on the attached Exhibit A (the “Lots”).

2. Purchase Price. The Purchase Price of each Lots shall be as shown Exhibit A, attached hereto.

The Purchase Price shall be delivered at Closing in immediately available funds subject to the terms and conditions stated in this Agreement. The Purchaser’s obligations under this Agreement are not contingent upon financing.

3. Investigation Period; Right to Terminate. The “Investigation Period” shall expire sixty (60) days following the date this Lot Purchase Agreement has been executed by both parties (the “Effective date”). During the Investigation Period, Purchaser shall have the right to have the Lots inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller hereby grants Purchaser and Purchaser’s agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Lots for purposes of having such investigations performed and the right to discuss the Lots and the conditions related thereto with governmental authorities. Purchaser may choose to have Contractors perform site investigation work on site. During the Investigation Period, and any extensions thereof, Purchaser has sole discretion to terminate this Agreement. Purchaser agrees to waive any claims of liability against Seller that may occur during the Investigation Period. Seller shall receive copies of any produced materials during the Investigation Period from Purchaser.

4. Payment of Property Taxes. Property taxes for the year of Closing shall be prorated as of the date of Closing on a calendar basis based upon the amount of such taxes if known at the time of Closing.

5. Closing Deadline; Purchase Schedule, and Contingencies. Purchaser shall maintain a minimum build pace of eight (8) homes per year, measured from the date of closing on the initial eight (8) lots. The Purchase Price shall be paid, and the individual Closings shall occur, as follows:

A. Purchaser shall close on a minimum of eight (8) Lots of their choice from Exhibit A to occur within 10 days of the latter of: (a) expiration of the Investigation Period, or any extensions thereof; and (b) full and final approval of a tax-exemption for the Lots in accordance with an Ordinance adopted under SB 432, codified at MCL 125.1415a, on terms acceptable to both parties.

B. During the five (5) year period following the closing of the Initial Partial Purchase, Purchaser shall purchase a minimum of eight (8) Lots per year from Exhibit A, identified by Purchaser (the "Option Purchase Period"). If during a twelve (12) month period Purchaser does not close on eight (8) or more Lots per year, then the Lot Purchase Agreement is terminated and Seller may market any remaining lots on Exhibit A without reservation or consideration to Purchaser.

C. Option Purchase Periods. During the Option Purchase Period, Purchaser shall have access to the Lots and investigation rights consistent with Section 3 hereof to evaluate the Optioned Lots for suitability. There may be multiple purchases and closings within the Option Purchase Period. Purchases shall be measured cumulatively.

6. Seller's Closing Deliveries. At Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:

A. A Quit Claim Deed conveying to Purchaser title to the Lots, executed and acknowledged by Seller in recordable form;

B. An ALTA fee owner's policy of title insurance or equivalent coverage from Trans Nation Title Company (the "Title Policy") in an amount not less than the Purchase Price insuring Purchaser as owner of fee simple, indefeasible title to the Lots without standard exceptions, and subject only to the following permitted exceptions (the "Permitted Exceptions"): (1) the lien prorated property taxes not yet due and payable, (2) utility easements serving the Lots, (3) other matters described in Section 9 and 10, (4) any matter arising as a result of any act or omission of Purchaser; and (5) such other matters that are not objected to by Purchaser.

C. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.

7. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to Seller, the Purchase Price and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

8. Closing Costs and Prorations. Seller shall pay or reimburse Purchaser for (i) all transfer and/or conveyance taxes, if any, assessed in connection with Closing, (ii) the premium for the Title Policy, (iii) one half (1/2) of any closing fee charged by the title company in connection with this transaction, and (iv) any special assessments (sewer or otherwise but not including hook-up fees or associated costs of the same) that currently exist against the Lots. Seller shall be responsible for and pay all past due real estate taxes and assessments at or prior to Closing. This obligation shall survive the Closing.

9. Title. Purchaser shall order a commitment for an owner's policy of title insurance from Trans Nation Title Company (the "Title Policy") within ten (10) days of the date of this Agreement. After Purchaser has received both the title commitment and the Survey described in Section 10 below (if obtained), both in a form satisfactory to Purchaser, the Purchaser shall deliver written notice of any objections Purchaser has to the title commitment. Seller shall have 30 days from receipt of such notice of objections to provide written notice to Purchaser as to whether Seller will cure such objections at or before Closing. If Purchaser notifies Seller of the existence of defects rendering title unmarketable and should Seller fail to effect cure of such defects by Closing, Purchaser may, at its option: (1) extend the time for Seller's performance hereunder only if Seller so requests, (2) waive such objections, or (3) terminate the subject property with the objection(s) from the Agreement.

10. Survey. Within ten (10) days of the date of this Agreement, Purchaser may order, at its expense, a new ALTA survey (the "Survey") of the Lots, showing the legal description of the Lots, any boundary encroachments that may impact the Lots, all easements affecting the Lots and such other matters desired by Purchaser.

11. Environmental Matters. Purchaser may, at its expense, conduct such environmental site evaluations of the Lots as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports").

12. Representations and Warranties of Seller. Seller hereby represents to Purchaser that to the best of the City Manager of the City of Muskegon's knowledge, as of the date hereof and on the date of Closing, which representations shall survive Closing, but without investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Lots in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Lots and has not entered into any contract to sell the Lots as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Seller has not received any notice of, and has no knowledge of, existing violations on the Lots or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At Closing, there will be no parties in possession of the Lots or entitled to possession thereof other than Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Lots.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Lots, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

E. Seller has the right to, and will convey to, Purchaser the Property pursuant to the Quit Claim Deed.

F. All general real estate related property taxes and assessments shall have been paid when due. There are no delinquent assessments. Except for any ordinary accruals of dues, no future assessments against the Lots have been announced.

G. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Lots, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Lots, either before or after Closing.

H. All federal, state and local real estate, personal property and other taxes relating to the Lots (other than those not currently due and payable) shall be properly paid on or before Closing. Seller has not received any notice of assessment or proposed assessment in connection with the Lots.

I. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

J. The Lots and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

K. With the exception of the documents provided by Seller to the Purchaser, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Lots of which Seller is aware or that are in Seller's possession or control.

13. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

14. Intentionally Omitted.

15. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Lots, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or in the event any Representation made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall be entitled to (i) terminate this Agreement, , and title back any unbuilt lots closed on by Purchaser to the Seller.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have sixty (60)days to cure the alleged default.

16. Intentionally Omitted.

17. Sale and Assignment of Agreement. Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to another entity with written consent from Seller, provided however, that no assignment shall operate as a release of the Purchaser. Any assignment by the Purchaser will not relieve the Right of Reversion restriction outlined in the Quit Claim Deed.

Intentionally Omitted.

19. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Lots and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly

given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent via e-mail and also to the respective addresses set forth below:

To Seller: City of Muskegon
ATTN: Director of Development Services
933 Terrace St.
Muskegon, MI M9440

To Purchaser: Green Development Ventures, LLC
ATTN: Thomas M. Larabel
795 Clyde Ct., SW
Byron Center, Michigan 49315
tlarabel@allenedwin.com

With a copy to: Eric J. Guerin
2186 E. Centre Ave.
Portage, Michigan 49002
eguerin@allenedwin.com

Brian Farkas
795 Clyde Ct., SW
Byron Center, Michigan 49315
bfarkas@allenedwin.com

Alexandra Kruh
atyra@allenedwin.com

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

F. Allen Edwin Realty, L.L.C., is a broker for Purchaser, and it waives any commission.

G. Seller shall waive any connection fees for water service or sewer service for the Lots.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
CITY OF MUSKEGON

By:
Its:

PURCHASER:
GREEN DEVELOPMENT VENTURES, LLC

By:_____
Thomas Larabel
Its: Vice President

EXHIBIT A
24 Lots
City of Muskegon, Muskegon County

LOTS TO BE SOLD:

LOT NO.	ADDRESS	PURCHASE PRICE
1	512 E Apple	\$1,600
2	477 E Apple	\$3,200
3	492 Ada Avenue	\$4,000
4	1060 Williams Street	\$4,000
5	724 E Isabella Avenue	\$1,600
6	876 E Isabella Avenue	\$4,500
7	502 Catherine Avenue	\$4,000
8	488 Catherine Avenue	\$1,600
9	591 Catherine Avenue	\$3,200
10	1162 Williams Street	\$4,000
11	457 Catherine Avenue	\$4,000
12	415 McLaughlin Avenue	\$5,000
13	435 McLaughlin Avenue	\$4,000
14	449 McLaughlin Avenue	\$4,000
15	510 McLaughlin Avenue	\$4,000
16	559 McLaughlin Avenue	\$4,000
17	1968 Smith Street	\$5,700
18	576 E Dale Avenue	\$5,700
19	1657 Elwood Street	\$5,700
20	2127 Austin Street	\$4,500
21	1710 Superior Street	\$5,700
22	1984 Elwood Street	\$5,700
23	1974 Park Street	\$5,700

04/01/2025 INCOME AND RENT LIMITS

County: 61 Muskegon

Effective Date: 4/1/2025

Income	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
20%	11,480	13,120	14,760	16,400	17,720	19,040	20,340	21,660
25%	14,350	16,400	18,450	20,500	22,150	23,800	25,425	27,075
30%	17,220	19,680	22,140	24,600	26,580	28,560	30,510	32,490
35%	20,090	22,960	25,830	28,700	31,010	33,320	35,595	37,905
40%	22,960	26,240	29,520	32,800	35,440	38,080	40,680	43,320
45%	25,830	29,520	33,210	36,900	39,870	42,840	45,765	48,735
50%	28,700	32,800	36,900	41,000	44,300	47,600	50,850	54,150
55%	31,570	36,080	40,590	45,100	48,730	52,360	55,935	59,565
60%	34,440	39,360	44,280	49,200	53,160	57,120	61,020	64,980
70%	40,180	45,920	51,660	57,400	62,020	66,640	71,190	75,810
80%	45,920	52,480	59,040	65,600	70,880	76,160	81,360	86,640
100%	57,400	65,600	73,800	82,000	88,600	95,200	101,700	108,300
120%	68,880	78,720	88,560	98,400	106,320	114,240	122,040	129,960
125%	71,750	82,000	92,250	102,500	110,750	119,000	127,125	135,375
140%	80,360	91,840	103,320	114,800	124,040	133,280	142,380	151,620
150%	86,100	98,400	110,700	123,000	132,900	142,800	152,550	162,450

Rent By Person	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
20%	287	328	369	410	443	476	508	541
25%	358	410	461	512	553	595	635	676
30%	430	492	553	615	664	714	762	812
35%	502	574	645	717	775	833	889	947
40%	574	656	738	820	886	952	1,017	1,083
45%	645	738	830	922	996	1,071	1,144	1,218
50%	717	820	922	1,025	1,107	1,190	1,271	1,353
55%	789	902	1,014	1,127	1,218	1,309	1,398	1,489
60%	861	984	1,107	1,230	1,329	1,428	1,525	1,624
80%	1,148	1,312	1,476	1,640	1,772	1,904	2,034	2,166
100%	1,435	1,640	1,845	2,050	2,215	2,380	2,542	2,707
120%	1,722	1,968	2,214	2,460	2,658	2,856	3,051	3,249
125%	1,793	2,050	2,306	2,562	2,768	2,975	3,178	3,384
140%	2,009	2,296	2,583	2,870	3,101	3,332	3,559	3,790
150%	2,152	2,460	2,767	3,075	3,322	3,570	3,813	4,061

Rent By Bedroom	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
20%	287	307	369	426	476	525
25%	358	384	461	533	595	656
30%	430	461	553	639	714	787
35%	502	538	645	746	833	918
40%	574	615	738	853	952	1,050
45%	645	691	830	959	1,071	1,181
50%	717	768	922	1,066	1,190	1,312
55%	789	845	1,014	1,172	1,309	1,443
60%	861	922	1,107	1,279	1,428	1,575
70%	1,004	1,076	1,291	1,492	1,666	1,837
80%	1,148	1,230	1,476	1,706	1,904	2,100
100%	1,435	1,537	1,845	2,132	2,380	2,625
120%	1,722	1,845	2,214	2,559	2,856	3,150
125%	1,793	1,921	2,306	2,665	2,975	3,281
140%	2,009	2,152	2,583	2,985	3,332	3,675
150%	2,152	2,306	2,767	3,198	3,570	3,937



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 22, 2025	Title: Service Agreement With City Wise Software
Submitted by: Jake Eckholm, Development Services Director	Department: Economic Development

Brief Summary:
City Staff are proposing a partnership with City Wise Software to create and maintain a resource for residents and potential residents to locate affordable rental housing options.

Detailed Summary & Background:
For the last several months staff have been working with the ownership of City Wise to propose a service agreement to the commission to deliver a resource directory for people in the community to find rental housing. Their platform uses the branding and domain entity of their public sector partner (.org, .gov, etc) to construct and maintain the directory. The city IT Director has reviewed the terms of the agreement to make sure we are properly secured from a domain security standpoint and found it satisfactory. The city would have no costs or maintenance responsibilities to the site; City Wise staff manage the entire service and generate revenue by soliciting subscriptions from property owners in the community. The advantage to the owners is that City Wise is a small fraction of the cost of competitors such as Apartments.com, which is inaccessible for smaller complexes or single family units which make up a significant portion of our rental stock.

Further, the service is offered to landlords who own under 20 units at no cost, making it easy and accessible for local developers to participate. The results for a given community are randomized with every visit to the site, so there is no way to pay for optimization or preferential treatment on the platform. Users of the service can organize the results by price point, if it is affordable or market rate, number of bedrooms, and other factors. Additionally, city partners can import any publicly available code enforcement reports for users to review, increasing transparency. The site also geolocates all of the results on a map of the city.

The agreement obligates City Wise to the following deliverables:

City Wise commits to:

- Hosting Housing Website:
 - Host a housing website for City, on a subdomain of the City's main website, muskegon-mi.gov, including associated data, tables, and login pages as part of the proprietary licensed software owned.
- Technology Integration:
 - Collaborate with the City to embed the Technology in a subdomain of City's existing website, maintaining the City website's "look and feel" during user transitions to the Technology.

- Searchable Database Development:
 - Construct a searchable database within the application for listing properties available to the public. Customize search fields to align with City's neighborhoods and terminology.
- Marketing of Housing Website:
 - Promote the housing website to prospective property listers through targeted advertising, including local advertising, direct mail, phone calls, and face-to-face sales visits.
- Listing Fees Collection:
 - Collect Listing Fees, subject to City's approval (withholding approval not unreasonably).
- User Agreement Development:
 - Only using user agreements approved by the City, and to collaborate with City to develop such user agreement including, but not limited to:
 - a. Disclaiming City's responsibility for and highlighting the absence of any recommendation or guarantee regarding property listings or physical properties.
 - b. Requiring user compliance with all applicable laws, rules, and regulations.
 - Prepare and deliver quarterly reports on site statistics to City, including, at a minimum, the number of subscribers and property listings.
 - Provide product support to City and users through a customer service email account.
 - Include in the customized site:
 - Property listing fields allowing up to three (3) photos or graphic images of listed properties, linked to maps, and property manager emails.
 - Regularly install Technology upgrades to the Technology, notifying City of relevant upgrades via email.
 - Perform regular monthly backups of site data.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:

2027 Goal 2: Economic Development Housing and Business

Amount Requested:

N/A, Free Platform

Budgeted Item:

Yes		No		N/A	☒	
-----	--	----	--	-----	-------------------------------------	--

Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes		No		N/A	☒	
-----	--	----	--	-----	-------------------------------------	--

Recommended Motion:

Motion to approve the Service and License Agreement between City Wise Software, LLC and the City of Muskegon as presented and authorize the Mayor and Clerk to sign.

Approvals:

Immediate Division	☒	
--------------------	-------------------------------------	--

Guest(s) Invited / Presenting: Yes

Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

CITY WISE SOFTWARE LLC CITY SERVICE & LICENSING AGREEMENT

This Agreement, effective as of the date of execution, is entered into between City Wise Software LLC ("City Wise"), a limited liability company located at 541 East Erie Street, Unit 305, Milwaukee WI 53202, and the City of Muskegon with their Municipal Building at 933 Terrace St, Muskegon, MI 49440 (the "City") (each individually as a "Party" and collectively as the "Parties").

WHEREAS, City Wise has innovated a proprietary technology solution. This comprehensive solution consists of a series of pages culminating in a dynamic, searchable database of properties (henceforth known as the "Technology");

WHEREAS, the City's intention is to secure a license for the Technology from City Wise for the specified duration;

WHEREAS, City Wise is inclined to grant the City a nonexclusive license for the use of the Technology;

NOW, in consideration of the mutual agreements herein contained, the Parties hereby agree as follows:

A. Services:

1. City Wise warrants and covenants to delivering the services outlined in Schedule 1 to the City. Further, all services outlined in Schedule 1 will be delivered in accordance with the specifications, and within agreed timelines. Any delays or failures in delivery must be promptly addressed by City Wise at no cost to the City.
2. City Wise warrants and covenants that it will not have features of the Technology that permit anyone other than City Wise, City, or persons or entities that list properties, from being able to publicly post anything on an internet domain or subdomain containing, in whole or part, the phrase "muskegon-mi.gov".
3. City Wise warrants and covenants that no third-party advertisements will be used on any internet domain or subdomain provided to it pursuant to this Agreement containing, in whole or part, the phrase "muskegon-mi.gov".
4. City Wise represents and warrants that it owns all intellectual property rights necessary to provide the Technology to City.
5. City Wise warrants and covenants that it will not use anything protected by intellectual property law, in relation to this Agreement, without first acquiring the legal right to do so. City grants City Wise a restricted, nonexclusive, non-sublicensable, and nontransferable license to use City's logo on the property listing website City Wise will set up on a subdomain of the City's website. The City reserves the right to revoke, restrict, or limit the use of its logo at any time, at its sole discretion. Additionally, all public-facing materials that incorporate the City's logo or otherwise reference the City must be submitted for prior

written approval by the City before dissemination or publication.

6. City Wise shall, upon request, promptly provide the City with access to all City-related data or records stored in or related to the Technology, including usage metrics, in a readily accessible and exportable format

B. Compensation for Services & Fee Distribution:

City Wise will handle the installation and customization of the Technology without charge to the City. The fees, as detailed below, will be collected by City Wise through credit card processing within the Technology or directly by check.

1. Listing Fees: City Wise is authorized to collect payments from property listers for posting available properties for lease or sublet (referred to as "Listing Fees").
2. Other Fees: City Wise has exclusive rights to collect and retain any additional fees associated with the general use of the Technology from third-parties. City Wise is solely responsible for all Payment Card Industry (PCI) compliance matters related to credit card processing through the use of the Technology. City Wise shall not implement or collect any fees from third parties beyond the Listing Fees without the City's prior written consent in its sole discretion.

City Wise shall provide the City with a detailed quarterly accounting of all fees collected, including listing fees and other revenues. The City shall have the right to audit City Wise's relevant records upon thirty (30) days' notice, not more than once per calendar year.

C. Taxes:

The charges and the distribution of fees outlined in this Agreement do not encompass or consider taxation. In the event that City Wise Software LLC is obligated to cover taxes such as sales, use, personal property, value-added, or any other taxes linked to the licenses or services specified in this Agreement, or related to the City's utilization of services, City will not be invoiced for, or responsible for paying or settling such taxes.

D. Expenses:

Unless explicitly addressed, City Wise assumes responsibility for all expenses related to this agreement. In the event that City requests on-site services beyond those specified in Schedule 1, City agrees to reimburse City Wise for travel and out-of-pocket expenses in adherence to the City's Travel Reimbursement Policy.

E. Conduct:

City agrees to obligate its employees, while working in their official capacities, not to engage in the following activities:

1. Uploading, posting, storing, emailing, or transmitting any information, to or from the

Technology.

2. Providing misleading information, creating false identities, or manipulating identifiers to mislead or disguise the origin of information stored or transmitted in or through the Technology.
3. Using City Wise, Technology's name, the Technology, or any portion thereof to promote any business, product, or service through unsolicited emails, spamming, harassing others, or any similar activities.
4. Attempting unauthorized access to data on the Technology, other entities' account information, or other computer systems, servers, or networks connected to the Technology.

F. Duration and Termination:

This Agreement is executed and effective upon mutual signature and will endure for an initial period of three (3) years (referred to as the "Initial Term"). Subsequently, the Agreement will automatically renew for successive three (3) year terms (each termed a "Renewal Term") unless the City expresses its intention to allow the Agreement to expire, as detailed below.

The City has the right to terminate this Agreement for any reason or no reason, regardless of whether such termination is during the Initial Term or any Renewal Terms, upon thirty (30) days' notice to City Wise.

City Wise reserves the right, at its sole discretion, to reject any renewal of this Agreement by providing notice to the City thirty (30) days prior to renewal.

If termination was initiated by notice, City Wise must remove all content from the City's website, including any subdomains, by the date of termination.

Should any court determine that the City must allow any natural person or entity of any kind, other than City Wise, to take up space or otherwise place content of any kind on the City's website (including, but not limited to, any subdomain of the City's website) for any reason related to the City permitting City Wise access to the City's website or any other reason related to this Agreement, this Agreement will automatically terminate without notice or action by either Party. Termination will not be delayed due to anyone's intention to appeal, the pendency of an actual appeal, or the lack of a final order in the case. Upon such termination, City Wise must remove all content from the City's website as soon as reasonably possible, but in no case longer than the shorter of fourteen (14) days after termination or by the time given by the court. If the aforementioned court determination concludes that the City's website has become a public forum, the City's intention is to close the forum. Upon being served with a summons in a lawsuit seeking to expand access to the City's website, as described above, City will send City Wise notice of the suit.

The City does not intend to create a public forum on its website, or on a subdomain thereof. The City does not intend to set open, or aside space on, its website for the public, or a portion thereof,

to use for First Amendment activity. City Wise must require that any contributor to acknowledge and agree that the Technology constitutes a non-public forum and that to be featured on the Technology does not serve as a forum for free expression by the public. Further, that the City reserves the right to remove any listing at any time, with or without notice, if deemed necessary to protect the public safety, preserve the integrity of public infrastructure, or maintain compliance with City standards and values.

G. Post-Termination Entitlements and Acquisition Choice:

Upon termination of this Agreement, both Parties remain obligated to fulfill any accrued payment obligations (e.g., fee-sharing or expense reimbursement). Unless otherwise specified in writing, the termination of this Agreement results in the termination of all licenses granted by either Party.

Certain provisions will survive the termination: Sections H.3, K, M, N, O.4, R, X, Y, Z, and AA.2.

H. Licensing of Intellectual Property:

1. **Limited Usage Rights:** City Wise extends to the City a restricted, nonexclusive, non-sublicensable, and nontransferable license to electronically access and use the Technology. This authorization is exclusively granted under the terms specified in this Agreement and is applicable solely in conjunction with the Technology offered to the City. The scope of this license encompasses software usage, access to a single knowledge base, and utilization of user documentation, all of which are proprietary to City Wise and are included within the meaning of the "Technology."
2. **Usage Restrictions:** The City is prohibited from sublicensing or outsourcing the Technology to third-parties. Additionally, the City may not employ the Technology for any competitive purposes related to the Technology. City will not modify, translate, reverse engineer, disassemble, or decompile the Technology. Any attempt to discern the source code for the operation of the Technology is also prohibited, except when necessary for interoperability with other independently created software or as mandated by law.

The City is not allowed to generate derivative works derived from the Technology, any component thereof or the Proprietary Information.

In the context of this Agreement, "reverse engineering" refers to the scrutiny or analysis of the Technology aimed at uncovering its source code, sequence, structure, organization, internal design, algorithms, or encryption devices.

The term "Proprietary Information" encompasses all data, materials, text, photographs, music, video, software, sound, graphics, or any other information or materials, or portions thereof.

3. **Ownership:** City Wise maintains all rights, including title, copyright, and other proprietary rights in the Technology, irrespective of any modifications or updates. The City does not gain any rights, whether express or implied, in the Technology beyond those explicitly outlined in this Agreement.

I. Database and Data Precision:

City Wise will establish a searchable database (referred to as the "Database") of properties, as detailed in Schedule 1.

J. Integration with City's Website:

City commits to appointing a member of its existing technology team to collaborate with City Wise in integrating the listing website into a subdomain of City's existing website using DNS-masking technology. This appointment extends only through initial integration, but in no case longer than forth-five (45) days post-execution. The City shall retain full administrative control over the DNS settings, access credentials, and any technical components related to the subdomain muskegon-mi.gov.

K. Data Ownership and Storage:

All data entered into the Database ("Data"), irrespective of the contributor's identity and whether or not it appears on the housing website, is the sole property of City Wise. City Wise maintains all title, copyright, and other proprietary rights in the Data. City maintains ownership of its website, including any subdomain thereof. Except that all data entered into the Database that is submitted by the City shall remain the sole property of the City.

L. Advertising:

City Wise warrants and covenants that it will not state, in any advertising or otherwise, that City endorses, owns, or otherwise supports City Wise or its offerings, such as the Technology. Notwithstanding the foregoing, City Wise may state that it offers property listings on the City's website.

M. Non-disclosure:

Under this Agreement, the Parties may access information deemed confidential to each other ("Confidential Information"). Confidential Information is specifically confined to the Technology source code, the terms and pricing outlined in this Agreement, and any information explicitly identified in writing as confidential.

Confidential information excludes information that:

1. Become part of the public domain without any action or omission by the other Party.
2. Were lawfully in the other Party's possession before the disclosure and were not obtained directly or indirectly from the disclosing Party.
3. Are legally disclosed to the other party by a third-party without restrictions on disclosure.

4. Are independently developed by the other Party.
5. Are submitted to the housing website by City's residents or area property listers.

Throughout the Agreement's duration and for a period of two (2) years thereafter, the Parties commit to maintaining each other's Confidential Information in confidence. Unless mandated by law, the Parties agree not to disclose each other's Confidential Information to any third-party (excluding their agents or independent contractors) for purposes other than the Agreement's implementation.

Each Party undertakes reasonable measures to prevent the unauthorized disclosure or distribution of Confidential Information by its employees, agents, or independent contractors, violating the terms of this Agreement. Both Parties acknowledge that unauthorized disclosure or use of Confidential Information could result in irreparable harm and significant injury to the disclosing Party, the extent of which may be challenging to determine. Therefore, each Party consents to the right of the non-disclosing Party to promptly seek an injunction to prevent any breach of this Section. Additionally, the non-disclosing Party retains the right to pursue all available legal or equitable rights and remedies in the event of such a breach.

N. Limitation of Liability:

1. *Definitions:* In this Section N, the following terms have the following definitions:

- a. "Theory of Liability" means any theory of liability of any nature, including, but not limited to: tort; warranty; strict liability; state and federal statutes, constitutions, and common law, regardless of their nature; enforcement actions initiated by any government, agency, or public official; mandamus; declaratory relief; intellectual property (which includes, but is not limited to, patent, copyright, trademark, and unfair competition); unfair trade practice; injunctive relief; applicable Michigan fair housing laws; and Michigan Act 442 of 1976. **The term "Theory of Liability" expressly includes any theories based on the City's own negligence.**
- b. "City" includes, but is not limited to: the entity of the City, as well as any officer, official, employee, or agent thereof. The term also includes all of the City's insurers. As juxtaposed against the use of the term "City" as it is generally used in this Agreement, the City's insurers are added to its meaning in Section N.
- c. "Expense(s)" has its general definition. It includes, but is not limited to, actual attorneys' fees and actual expenses of litigation.

2. *Construction:* The *ejusdem generis* canon does not apply to this Section N.

3. *Indemnify, Defend, and Hold Harmless*: City Wise must indemnify, defend, and hold harmless City against any liability, damage, loss, Expense, demand, tax obligations, or judgment under any Theory of Liability resulting from, arising out of, or related to the Technology, or otherwise resulting from, arising out of, or related to this Agreement, including any intellectual property infringement.
4. *Applicability*: Section N applies regardless of whether the liability, damage, loss, Expense, demand, or judgment actually exists or is merely alleged to exist by a third-party. Section N applies regardless of whether the Theory of Liability is meritorious or is merely alleged to be so by a third-party. Section N applies regardless of whether the matter results from, arises out of, or relates to the Technology or Agreement, or is merely alleged to do so.
5. *Procedure*: Pursuant to this Section N, upon City learning of a third-party claim, suit, action, demand, or judgment against City, City will tender the matter to City Wise as a notice, and City Wise will immediately take up its obligations under this Agreement. City Wise must provide City notice of any third-party claim, suit, action, or demand against City within three (3) days of discovering it, if such discovery was not due to City informing City Wise of it, and will immediately take up its obligations hereunder. City has the right to be continually informed of the status of the defense and to meaningfully participate in the defense. City Wise has the right to select any legal counsel it chooses when defending City. City Wise must not settle any third-party claim, suit, action, or demand that causes City to pay any money or be held liable, in whole or part, without the approval of the Common Council for the City of Muskegon.
6. *Enforcement Fees*: If City commences a lawsuit to enforce its rights under this Section N and prevails in securing such rights, it is entitled to recover the Expenses of litigation relating to said securing.
7. *Superiority*: This Section N applies, notwithstanding anything in this Agreement to the contrary.

O. Public Records.

1. *Definitions*: In this Section O, the following terms have the following definitions:
 - a. "Record(s)" are defined by Michigan Statute Section 15.232(i).
 - b. "Open Government Laws" mean Michigan Act 442 of 1976.
2. The City is a municipal entity legally bound to comply with the Open Government Laws and that, unless otherwise clearly allowed by law to be an exception to disclosure, all aspects of this Agreement are subject to open disclosure and are a matter of public record. The Parties warrant and covenant that neither will take any action to obstruct the operation of the Open Government Laws, and warrant and covenant that City will have sole and final decision-making authority as to how to comply with the Open Government Laws. To comply with any public record request, City Wise warrants and covenants that it will produce copies of all Records to City in their original format.

3. City Wise warrants and covenants that it will immediately provide the City, as a notice, any public record request received by City Wise that in any way relates to this Agreement.
4. City Wise warrants and covenants that it will maintain all Records subject to any of the Open Government Laws for the length of time prescribed by law. City Wise covenants that upon the termination of this Agreement, regardless of cause, it will provide all Records subject to the Open Government Laws to the City, the City must receive such records no later than thirty (30) days after termination.
5. This Section O applies, notwithstanding anything in this Agreement to the contrary, except if there is a conflict with Section N.

P. Insurance:

1. City Wise must procure and maintain, at its own cost, insurance policies as hereinafter specified to insure against all risk and loss during the term of this Agreement (including any renewal terms). The policies must be issued by an insurance company or companies authorized to do business in the State of Michigan and licensed by the State of Michigan. All such policies must name the City of Muskegon as an “additional insured” party. City Wise must furnish, as a notice, a Certificate of Insurance, and proof of payment of any required insurance premiums, to the City of Muskegon to indicate compliance with each of the insurance obligations in this Agreement within thirty (30) days of the Agreement’s effective date. The insurance policies must contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the City of Muskegon will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. A material change includes, but is not limited to, a change in policy amount, coverage, or status of the insurer. If the aforementioned cancellation or change would lead to City Wise falling below the required coverages, and this is not remedied prior to fifteen (15) days before cancellation or change takes effect, the City may purchase an amount of insurance necessary to meet the minimum required coverages as specified herein, and send an invoice, as a notice, to City Wise for the actual costs thereof; City Wise must pay such invoice within thirty (30) days of the date it was sent.
2. City Wise must procure and maintain insurance with coverages and limits at least as broad as the following:
 - a. Commercial General Liability Insurance:
 - i. \$2,000,000 per occurrence; \$2,000,000 aggregate
 - ii. Coverage must match the scope of duty to indemnify, hold harmless, and defend in Section N.
 - b. Umbrella Policy:

- i. \$2,000,000
 - i. Coverage must match the scope of duty to indemnify, hold harmless, and defend in Section N.
- c. Cyber Liability Insurance:
 - i. \$1,000,000 per occurrence; \$2,000,000 aggregate
 - ii. Covers: invasion and breach of privacy; invasion and breach of security; unauthorized release, access, destruction, corruption, alteration, and theft of electronic information; computer virus, malware, and ransomware; denial of service or other attack
- d. Worker's Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Q. Industry Standards:

City Wise warrants and covenants that all services conducted under this Agreement will adhere to generally prevailing professional or industry standards.

R. Assignment:

The Parties shall not transfer or assign this Agreement, in whole or part, or any license hereunder, without obtaining prior written consent from the other Party.

S. General Marketing:

City acknowledges and agrees that City Wise may make reference to City as a customer in various marketing materials, including but not limited to marketing presentations, press releases, product brochures, and financial or governmental reports.

T. Sole Agreement:

This document constitutes the entire understanding and Agreement between City Wise and City. It is specifically agreed that this Agreement supersedes and cancels all prior negotiations, arrangements, discussions, correspondence (whether or not responded to), representations, agreements, contracts, or understandings; any of the foregoing may have taken place or been in existence at any time between the parties, and may have been either written or oral.

U. Modifications:

Changes to this Agreement require mutual agreement, must be documented in writing, signed by both City Wise and City, and incorporated into this Agreement. Changes need no further consideration to be effective, though this Agreement does not prohibit further consideration from

being employed.

V. Waiver:

The waiver of any default or breach by either Party will not be considered a waiver of any other default or breach.

W. Severability:

If any part of this Agreement—other than Sections N, O, or P—is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect.

X. Notices:

All notices and communications related to this Agreement must be in writing. Parties may change their address by notifying the other Party in accordance with this paragraph. Notice is considered given as follows:

1. Personally delivered to the recipient's address in the introductory paragraph (if to City, separate copies must be addressed to the City Attorney's Office and the City Administrator).
2. Three (3) days after deposit in the United States mail, postage prepaid, to the recipient's address in the introductory paragraph (if to City, separate copies must be addressed to the City Attorney's Office and the City Administrator). Such mailing must be by First Class Mail or Certified Mail.

Y. Governing Law/Jurisdiction:

This Agreement and all matters arising from it are governed by the laws of the State of Michigan. Any legal action or proceeding, initiated by either Party against the other, and that is related to this Agreement shall be brought in state or federal courts in Muskegon or Kent County, Michigan, (as applicable) or the United States District Court for the Eastern District of Michigan. Both City Wise and City consent to the jurisdiction of these courts and agree that venue is appropriate in any legal action or proceeding related to this Agreement. For the avoidance of doubt, this paragraph does not waive or forfeit any other objections to the initiation of such legal action, such as the proper service of a summons.

Z. Construction:

1. This Agreement is the result of an arm's length negotiation, and in resolving any ambiguity in this Agreement, none of the Parties hereto will be deemed to be the draftsman hereof.
2. For the avoidance of doubt, the words "represent", "warrant", and "covenant", including any grammatical tense or form of the words, are intentionally chosen to invoke the obligations and remedies associated with them under the law.

3. Nothing contained in this Agreement is intended to be a waiver or estoppel by the City (including, but not limited to, the entity of the City, as well as any officer, official, employee, agent, and insurers) to rely upon the limitations, defenses, and immunities contained within Michigan law

AA. Authority to Act:

1. Each of the undersigned hereby represents and warrants that: (a) they have all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the Parties, enforceable against each of them in accordance with the terms of the Agreement.
2. The Common Council for the City of Muskegon, by approving this Agreement, vests the Mayor, including any of the Mayor's designees, with the authority to act for the City during any terms of this Agreement. For the avoidance of doubt and by way of example only, such authority includes the decisions of whether to terminate this Agreement, approve assignments, initiate and prosecute any legal action or proceeding related to this Agreement, and otherwise carry out this Agreement. Notwithstanding the foregoing, the Council reserves the sole authority to settle any litigation or amend this Agreement, as well as concurrent authority with the Mayor to act for the City during any terms of this Agreement.

BB. Relationship of Parties:

There is no employment or agency relationship between the Parties; City Wise is an independent contractor of the City.

CC. User Agreements:

1. *Intent:* City Wise intends to enter into separate user agreements (also called listing agreements) with third-parties to govern said third-parties' ability to list properties on a subdomain on the City's website. This Section CC is intended to govern the content of such user agreements and inform the scope of City Wise's authority to allow third-parties access to the City's website.
2. *Definitions:* As used in this Section CC, "City" has the meaning of Section N.1.b.
3. City Wise may enter into user agreements with third-parties that allows the third-party to list properties on a subdomain of the City's website (muskegon-mi.gov), except as that right is limited in this Section CC.
4. City Wise warrants and covenants not to enter into any user agreement with any third-party that allows the third-party to list properties on a subdomain of the City's website (muskegon-mi.gov) unless said user agreement contains substantially the same provisions

as Sections N, P, Y, and Z.3 in this Agreement, a statement such provisions are expressly made in favor of the City, and that the City is a third-party beneficiary of the user agreement. While the user agreement's versions of this Agreement's Sections N, P, Y, and Z.3 may be substantially the same, rather than identical, they must not afford the City less rights or protections than Sections N, P, Y, and Z.3 establish in this Agreement.

- a. Without limiting the requirement that user agreements be substantially similar to the whole of Section N of this Agreement (for the avoidance of doubt and by way of example only, this includes the definitions contained therein), a provision of a user agreement is substantially similar to N.3 of this Agreement if it reads as follows: "[Third-party entering into user agreement] must indemnify, defend, and hold harmless the City against any liability, damage, loss, expense, demand, or judgment under any theory of liability resulting from, arising out of, or related to [third-party entering into user agreement's] use of the Technology, or otherwise resulting from, arising out of, or related to this [user agreement]."

5. The City may request, as a notice, access to any user agreement authorized herein, and will receive such from City Wise within fourteen (14) days of the notice.

DD. Third-Party Beneficiaries:

The Parties do not intend to create any third-party beneficiaries to this Agreement, and this Agreement creates none.

IN TESTIMONY OF THIS AGREEMENT, the undersigned parties have signed and executed this document as of the date first mentioned above.

CITY OF MUSKEGON, MICHIGAN:

By: _____
Name: _____
Title: _____

CITY WISE SOFTWARE LLC:

By: _____
Name: _____
Title: _____

SCHEDULE 1

Services to Be Performed

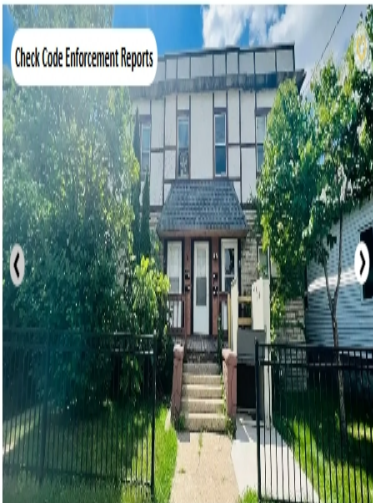
City Wise commits to:

- **Hosting Housing Website:**
 - Host a housing website for City, on a subdomain of the City's main website, muskegon-mi.gov, including associated data, tables, and login pages as part of the proprietary licensed software owned.
- **Technology Integration:**
 - Collaborate with the City to embed the Technology in a subdomain of City's existing website, maintaining the City website's "look and feel" during user transitions to the Technology.
- **Searchable Database Development:**
 - Construct a searchable database within the application for listing properties available to the public. Customize search fields to align with City's neighborhoods and terminology.
- **Marketing of Housing Website:**
 - Promote the housing website to prospective property listers through targeted advertising, including local advertising, direct mail, phone calls, and face-to-face sales visits.
- **Listing Fees Collection:**
 - Collect Listing Fees, subject to City's approval (withholding approval not unreasonably).
- **User Agreement Development:**
 - Only using user agreements approved by the City, and to collaborate with City to develop such user agreement including, but not limited to:
 - a. Disclaiming City's responsibility for and highlighting the absence of any recommendation or guarantee regarding property listings or physical properties.
 - b. Requiring user compliance with all applicable laws, rules, and regulations.
- **Quarterly Reports:**
 - Prepare and deliver quarterly reports on site statistics to City, including, at a minimum, the number of subscribers and property listings.
- **Product Support:**
 - Provide product support to City and users through a customer service email account.
- **Customized Site Inclusions:**
 - Include in the customized site:
 - Property listing fields allowing up to three (3) photos or graphic images of listed properties, linked to maps, and property manager emails.
- **Technology Upgrades:**
 - Regularly install Technology upgrades to the Technology, notifying City of relevant upgrades via email.
- **Data Backups:**
 - Perform regular monthly backups of site data.

22 Affordable Housing
Price ▾
Beds ▾
Rent Calculator
Filter

Kenosha Apartments for rent

76 Properties



Check Code Enforcement Reports

\$1300/month

1917 61st Street, Unit 01

1917 61st Street, Unit 01, Kenosha, WI

900 sq.ft.

4 BR 1 Bath

Call

Email



Check Code Enforcement Reports

Contact for price

4417 19th Ave

4417 19th Ave, Kenosha, WI

694 sq.ft.

1 BR 1 Bath

Call

Email



Check Code Enforcement Reports

\$1375/month

4533 29th Ave

4533 29th Ave, Kenosha, WI

1020 sq.ft.

1 BR 1 Bath

Call

Email



Check Code Enforcement Reports

Contact for price

Northpoint Crossing Apart..

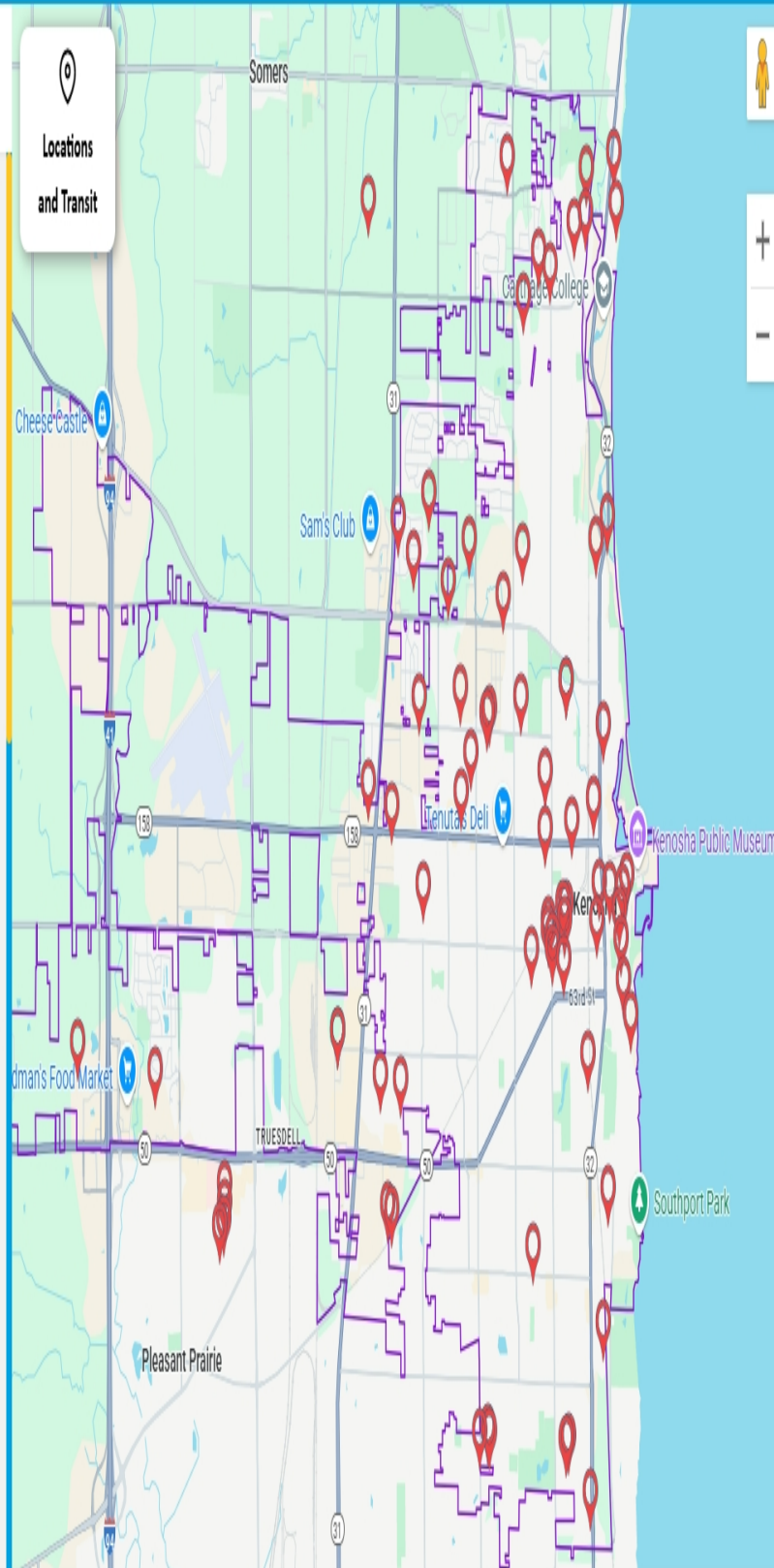
1728 Birch Rd, Kenosha, WI

458 - 540 sq.ft.

1 - 2 BR 1 Bath

Call

Email



Locations
and Transit

The City of Kenosha

- Does not evaluate or vouch for the status or quality of the mentioned rental units.
- Does not advocate for any specific properties, landlords, or rental agencies listed.
- Is not accountable for, nor does it endorse or manage any external links stemming from housing references.
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