

CITY OF MUSKEGON

CITY COMMISSION MEETING

March 10, 2026 @ 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:
- PUBLIC HEARINGS:
 - A. Recommendation of Annual Renewal of Liquor Licenses City Clerk
 - B. Request to Create a New Neighborhood Enterprise Zone District at 1937 Lakeshore Drive Economic Development
- FEDERAL/STATE/COUNTY OFFICIALS UPDATE:
- PUBLIC COMMENT ON AGENDA ITEMS:
- CONSENT AGENDA:
 - A. Approval of Minutes City Clerk
 - B. Sale of 663, 647, 1557 Marquette, 768 Scott, and 1160 Ambrosia. Planning
 - C. Mobile Concession Application (Pere Marquette Park) - Chick-fil-A DPW- Parks
 - D. Digital Billboard Policy Community Engagement
 - E. Soccer in the Sand DPW- Parks and Recreation
 - F. Approval of Amendment from Placer Labs. Inc. Economic Development
 - G. GoodTemps Staffing Solutions - Temporary Staffing Services Agreement Extension Employee Relations

- H. **Road Maintenance Materials, Aggregates, and Concrete** Public Works
- I. **2026 Lift Station Improvements Contract Award** Public Works
- J. **Richards Park Proposals - ADA Kayak Launch** DPW- Parks
- K. **Kruse Park - ADA-accessible Beach Access Ramp** DPW- Parks
- L. **Hartshorn Park - ADA-accessible Fishing** DPW- Parks
- M. **McGraft Park - Pickleball Courts** DPW- Parks
- N. **Washwater Pump Valves Replacement** Public Works
- O. **Police Vehicle Purchase** Public Works
- P. **Nelson School Use Agreement - Parks & Recreation Programming** DPW- Parks
- Q. **Approve CRC Recommendations** City Clerk

- UNFINISHED BUSINESS:**
- NEW BUSINESS:**
- 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:**
 - A. **Attorney Client Privileged Communication** Manager's Office
- 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: March 10, 2026	Title: Recommendation of Annual Renewal of Liquor Licenses												
Submitted by: Ann Meisch, City Clerk	Department: City Clerk												
Brief Summary: To adopt a resolution recommending the State withhold renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinances for the City of Muskegon.													
Detailed Summary & Background: These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 19, 2026, they will be removed from this resolution, and recommendation for their renewal will be forwarded to the Liquor Control Commission.													
Goal/Action Item:													
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:													
Amount Requested:	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> <td style="width: 25%;">X</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A		X					
Yes		No		N/A		X							
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> <td style="width: 25%;">X</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A		X					
Yes		No		N/A		X							
Recommended Motion: Adopt the resolution.													
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 15%;"></td> <td style="width: 15%;"></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> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Name the Policy/Ordinance Followed: Chapter 50, Section 50-146 and 50-147.
Immediate Division Head													
Information Technology													
Other Division Heads													
Communication													

Legal Review		
--------------	--	--



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Request to Create a New Neighborhood Enterprise Zone District at 1937 Lakeshore Drive						
Submitted by: Isabela Gonzalez, Development Analyst	Department: Economic Development						
Brief Summary: Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has received a request to create a new Neighborhood Enterprise Zone (NEZ) district for 1937 Lakeshore Drive.							
Detailed Summary & Background: This public hearing is being held to consider the establishment of the proposed NEZ district. The applicant intends to develop residential condominium units at this address. Inclusion in a NEZ district would allow eligible property owners to apply for NEZ certificates, which reduce residential property taxes on newly constructed or rehabilitated housing. Only the residential component of the proposed condominium development 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 January 28, 2025. Per state requirements: <ul style="list-style-type: none"> • 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 1937 Lakeshore Drive is scheduled to return to the City Commission for consideration on April 14, 2026. 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 13.34% . The addition of the proposed NEZ district at 1937 Lakeshore Drive would remain within the allowable statutory limit.							
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business							
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:							
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"><input checked="" type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>		

Fund(s) or Account(s): N/A	Budget Amendment Needed:					
	Yes		No		N/A	<input checked="" type="checkbox"/>

Recommended Motion:
 I move to close the public hearing for the NEZ District at 1937 Lakeshore Drive.

Approvals:	Name the Policy/Ordinance Followed: PA 147 of 1992, as amended	
	Immediate Division Head	<input checked="" type="checkbox"/>
	Information Technology	<input type="checkbox"/>
	Other Division Heads	<input type="checkbox"/>
	Communication	<input type="checkbox"/>
	Legal Review	<input type="checkbox"/>

LAKESIDE DEVELOPMENT PROPERTIES, LLC

November 17, 2025

Lakeshore Development Properties, LLC
3597 Henry Street Suite 200
Muskegon, MI 49441
231-780-1200

Muskegon City Clerk's Office
933 Terrace Street
Muskegon, MI 49440

**RE: Request to Establish Neighborhood Enterprise Zone (NEZ) District and Issue NEZ Certificate
1937 Lakeshore Drive Muskegon, MI 49441**

To Whom It May Concern:

We are writing to formally request the establishment of a Neighborhood Enterprise Zone (NEZ) District for the property located at **1937 Lakeshore Drive Muskegon, Michigan**, as well as the issuance of an NEZ Certificate for the redevelopment project planned at this location.

The project involves the redevelopment of the former Harbor Theater property into a mixed-use building consisting of residential condominium units and retail space. The redevelopment aligns with the City's goals of reinvestment, neighborhood revitalization, and increasing housing opportunities within the community. Establishing an NEZ District for this parcel will support the economic feasibility of the project and encourage continued investment in the Lakeside neighborhood.

We respectfully request that the City Commission review and approve the creation of an NEZ District for this property and authorize the issuance of an NEZ Certificate in accordance with the Michigan Public Act 147 of 1992.

Please let us know if any additional documentation, forms, site plans, or application materials are required at this time. We are prepared to provide all necessary information to move this request forward.

Thank you for your time and consideration. We look forward to working with the City on this redevelopment effort.

Sincerely,

Joe Bourdon

Joseph W. Bourdon
Lakeside Development Properties, LLC

Mailing Address:
c/o Randers E&C, Property Manager
3597 Henry Street Suite 200
Norton Shores, MI 49441

PH: 231-780-1200
FX: 231-780-0211
randers@randers.com

LAKESHORE

1965

1953

1945

1937

1927

TORRENT



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Approval of Minutes															
Submitted by: Ann Meisch, City Clerk	Department: City Clerk															
Brief Summary: To approve minutes of the February 24, 2026, City Commission Meeting.																
Detailed Summary & Background:																
<u>Goal/Action Item:</u>																
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																
Amount Requested:	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>								
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>										
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>								
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>										
Recommended Motion: Approval of the minutes.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Communication</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Legal Review</td> <td><input type="checkbox"/></td> <td></td> </tr> </table>	Immediate Division Head	<input type="checkbox"/>		Information Technology	<input type="checkbox"/>		Other Division Heads	<input type="checkbox"/>		Communication	<input type="checkbox"/>		Legal Review	<input type="checkbox"/>		<u>Name the Policy/Ordinance Followed:</u>
Immediate Division Head	<input type="checkbox"/>															
Information Technology	<input type="checkbox"/>															
Other Division Heads	<input type="checkbox"/>															
Communication	<input type="checkbox"/>															
Legal Review	<input type="checkbox"/>															

CITY OF MUSKEGON

CITY COMMISSION MEETING

February 24, 2026 @ 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, February 24, 2026. Pastor E. J. Wood from All Shores Wesleyan 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 Destinee Keener, Commissioners Jay Kilgo, Willie German, Jr., Kiley Jackson, Katrina Kochin, and Rebecca St.Clair, City Manager Jonathan Seyferth, City Attorney Brennen Gorman, and City Clerk Ann Marie Meisch

PUBLIC COMMENT ON AGENDA ITEMS

No public comments were made.

2026-13 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the February 9, 2026, Commission Worksession Meeting, and the February 10, 2026, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

C. Notice of Intent to Bond - Sanitary Sewer Fund Manager's Office

Staff is seeking approval of the notice of intent to bond.

At our February 9, 2026, Worksession, the City Commission heard from our Bond Counsel, Pat McGow at Miller Canfield, and Warren Cramer, our Municipal Financial Consultant at MFCL, about the City's next planned round of bonding to continue our Sewer System Improvements.

The intent to bond that the Commission will consider tonight is not to exceed \$15,000,000 and will be to finance the cost to acquire, construct, furnish and equip improvements to the Sanitary Sewer System of the City of Muskegon. This

includes sewer system rehabilitation and replacement of existing sewer lines, together with pump station improvements and all related items. Please note, this does not mean the City will bond for \$15,000,000 all at once. This will be done over several years while also taking advantage of the State's revolving loan fund/grant programs (when available). In the first year of this program, we're estimating bonding for \$3.4 million for sewer system rehab. We anticipate about \$640,000 is eligible for principal forgiveness from the State. The remainder will be financed at about 2.00%. The staff will come back to the Commissioner at a later date to formally bond for this amount.

STAFF RECOMMENDATION: To approve the notice of intent to bond not to exceed \$15,000,000.

E. Soccer in the Sand - REMOVED PER REQUEST OF STAFF DPW- Parks and Recreation

F. Electric Vehicle Charging Station Fees Public Works

New and replacement electric vehicle charging stations are being installed at multiple locations. Staff proposes to implement fees to cover the costs associated with the charging stations.

In 2020, three electric vehicle (EV) charging stations were installed on Western Avenue near 7th Street, 1st Street near Western Avenue, and at Pere Marquette near the crosswalk. These stations have now exceeded their life expectancy, and some chargers are no longer functioning. The cost to repair the existing units exceeded the cost of full replacement.

Thanks to generous rebates from Consumers Energy and a grant from EGLE, the City was able to secure eight new charging stations. Three stations will replace the existing units, with one additional station added at Pere Marquette. Two new stations will be installed in the parking lot at Third Street and Morris Avenue, and two additional stations will be located on Webster Avenue near 3rd Street. Each charging station includes two plugs/ports, bringing the total number of cars able to be charged within the City at a given time to 16, four at the beach and 12 downtown.

To date, charging has been offered free of charge to users. As a result, the City has absorbed all associated costs, including utilities, software, maintenance, and replacement. The utility cost averages approximately \$0.18 per kWh, and the software cost for the new stations is \$0.05 per kWh. Maintenance and replacement costs are variable.

In addition to recovering expenses per kWh, staff recommends implementing an idle fee for vehicles that remain plugged in but are no longer actively charging. In 2025, there were 272 sessions in which vehicles remained plugged in for more than four hours without charging, including 78 sessions exceeding 12 hours. An idle fee is intended to encourage turnover and improve access for other users. Revenue generated from this fee would also help offset long-term replacement costs.

Competitive pricing in communities similar to Muskegon ranges from \$0.25 to \$0.35 per kWh. After evaluating operational costs and market rates, staff recommends setting the charging rate at \$0.30 per kWh and implementing a \$6 per hour idle fee for vehicles plugged in and not charging. Staff estimates the recommended fee structure would generate approximately \$25,000 annually. This revenue would cover utility and software expenses and provide an estimated \$10,000 per year to support maintenance and future replacement costs.

STAFF RECOMMENDATION: I move to approve new fees for electric vehicle charging stations at \$0.30 per kilowatt-hour and \$6 per idle hour.

G. Generator Service Contract Renewal Public Works

Staff is requesting authorization to renew a generator service contract with Cummins-Bridgeway for two standby generators located at the Filtration Plant. Two Cummins standby diesel generators reside at the Water Filtration Plant. The first generator was installed after the Multi-Purpose Building construction in 1999, and the other was installed in 2014 as part of the West Michigan Water Authority (WMWA) upgrades. Both generators are crucial for providing water to the City and our wholesale customers during a power outage.

Staff is requesting renewal of our generator service contract with Cummins-Bridgeway for both generators at the Filtration Plant, totaling \$17,115.03 over 3 years, through the end of calendar year 2028. This renewal provides 1 annual inspection (typically performed in March each year) and 1 annual full service (typically performed in August), at a cost of \$5,705.01 per year (the total over three years is the \$17,115.03 contract amount). Any issues found during the inspection will be quoted and require approval before work is done.

The current service contract was last renewed in September 2023. Cummins-Bridgeway is our local manufacturer's representative and has serviced our generators since installation in 1997. Cummins-Bridgeway technicians are familiar with our operations, have access to parts, and are located in West Michigan for a relatively quick response for emergencies.

STAFF RECOMMENDATION: I move to authorize staff to renew the City's current generator service contract with Cummins-Bridgeway for 3 years in an amount of \$17,115.03.

H. Amendment to the Zoning Ordinance — Wireless Communication Service Facilities at Marsh Field. Planning

Request to amend Section 2321 of the zoning ordinance to allow wireless communication service facilities (cell towers) as a special use permitted at a specific location at 1800 Peck St (Marsh Field), by Vertical Bridge.

The zoning ordinance defines a Wireless Communication Support Facilities (WCSF) as "A monopole, guyed, or lattice type tower designed for the attachment of or as support for wireless communication antennas or other antennas."

WCSF's are allowed as a special use permitted in eight specific locations

throughout the City. A specific location at Marsh Field (behind the center field fence) was approved as a location in January, 2020. However, a WCSF was never approved for a special use permit as nobody ever applied.

This proposed amendment will slightly increase the area where a WCSF could be placed. This will allow for a taller structure than was previously proposed. A taller structure will accommodate co-location of services.

If this ordinance amendment is approved, a company may apply for a special use permit for a WCSF at this location. If it is denied, a company could apply for a special use permit for a WCSF at the already approved location at Marsh Field (same location, just smaller area).

This request was brought forward by a private company, Verticle Bridge. They hosted an informational meeting at City Hall on February 11 from 4:30-6:30pm. A Connect Muskegon page has been made for this request and can be viewed at the link below.

<https://muskegon-mi.civilspace.io/en/projects/marsh-field-cell-tower>

The Planning Commission unanimously (5-0, 4 members absent) recommended approval of the ordinance amendment.

STAFF RECOMMENDATION: I move the request to amend Section 2321 of the zoning ordinance to allow wireless communication service facilities as a special use permitted at the location identified in the survey be approved.

J. DTE Energy Easement - Laketon and Wood Public Works

Staff is requesting approval to sign the proposed easement with DTE Energy to provide them access to their proposed facilities to be located within the City of Muskegon parcel No. 61-24-205-308-0010-10.

DTE Energy is proposing upgrades to their facilities and has requested an easement from the City near the corner of Wood and Laketon. The easement will provide them access to build and maintain a pressure regulating and monitoring station. The location sits within the property occupied by the Laketon Trail, but the facilities will not impact the trail. The equipment will be fenced and out of view of trail users and the public. This has the benefit to the City of moving the existing station out of the adjacent pavement in Laketon, where it currently sits underground, making future road and City utility work in the area easier. The proposed easement document has been reviewed and approved by City counsel.

STAFF RECOMMENDATION: I authorize staff to sign the presented easement document as reviewed and approved by counsel conveying an easement to DTE Energy for their new proposed gas facilities to be located on the NW corner of Laketon Ave. and Wood St.

Motion by Commissioner German, second by Vice Mayor Keener, to adopt the Consent Agenda as presented minus items B, D, and I.

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

Nays: None

MOTION PASSES

2026-14 ITEMS REMOVED FROM THE CONSENT AGENDA

B. Purchasing SOVRA Software for Bids City Clerk

To purchase bidding software from SOVRA to expand opportunities for contractors to bid on City items as well as submit bids electronically. Staff have been evaluating various bidding programs to help contractors find our bids more easily and submit them online. We have found SOVRA has the most outreach in Michigan and is widely used by many municipalities. Through negotiations, we secured a waiver of the implementation cost.

STAFF RECOMMENDATION: I motion to approve the three-year contract with SOVRA for \$9,112.50 for year one, \$9,568.13 for year two, and \$10,046.53 for year three, authorize staff to make the necessary budget amendments, and authorize the Clerk to sign the agreement.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to approve the three-year contract with SOVRA for \$9,112.50 for year one, \$9,568.13 for year two, and \$10,046.53 for year three, authorize staff to make the necessary budget amendments, and authorize the Clerk to sign the agreement.

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

MOTION PASSES

D. Catamaran Racing Association of Michigan Muskegon Regatta DPW-Parks and Recreation

The Catamaran Racing Association of Michigan has applied to host the Muskegon Regatta at Pere Marquette on July 31-August 2, 2026. Per event policy, new events at Pere Marquette and camping must be approved by the City Commission.

The Catamaran Racing Association of Michigan (CRAM) has requested to bring the Muskegon Regatta back to Pere Marquette Beach. The event was historically held there before relocating to Fisherman's Landing due to high water levels. CRAM has expressed that they greatly enjoyed the Pere Marquette location and would like to return in 2026.

Event details are as follows:

- Location: Margaret Drake Elliott Park parking lot (near the Coast Guard Station) for staging, parking, and camping. Boats are parked on the beach inside the arms.

- Participants: Approximately 20–25 catamarans, with one or two racers per boat
- Arrival: Friday, July 31, between 12:00 PM and 8:00 PM
- Racing schedule:
 - Saturday, August 1: 11:00 AM – 4:00 PM
 - Sunday, August 2: 11:00 AM – 2:00 PM
 - Racing occurs approximately one mile offshore.
- Teardown: Sunday, August 2, by 6:00 PM.

Historically there are no other major events scheduled that particular weekend, and only Parties in the Park should overlap with the regatta. Staff have expressed concerns about the loss of public parking spaces for the duration of the weekend, particularly during peak beach season. Additionally, the Parks Department has indicated a desire to discontinue the practice of allowing camping, as we do not receive positive feedback from residents. With Burning Foot relocating, this regatta would be the only camping-related event scheduled for 2026. The event has expressed that the camping is helpful for their logistics and the security of their boats.

The fees associated with the event requests are the parking lot rental fee of \$400 per day, \$20 per camping site, \$20 for additional trash cans, and each vehicle is required to have a Beach Parking Pass. There is no fee currently associated with the use of the beach between the arms.

STAFF RECOMMENDATION: I move to approve the Catamaran Racing Association for Michigan's application for a Muskegon Regatta event and camping on July 31 through August 2, 2026.

Motion by Commissioner Kochin, second by Commissioner Jackson, to approve the Catamaran Racing Association for Michigan's application for a Muskegon Regatta event and camping on July 31 through August 2, 2026.

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

Nays: None

MOTION PASSES

I. **Amendment to the Zoning Ordinance - Veterinary Clinics.** Planning Staff-initiated request to amend the zoning ordinance to define veterinary clinic and to allow them in several zoning districts (B-2, B-4, FBC-MS, FBC-NE, FBC-NC, FBC-MSW, LFBC-LC, LFBC-HC).

An existing veterinary clinic on Sherman Blvd. would like to move to another facility, but they have found limited options because of the current zoning regulations. After researching the ordinance, staff is recommending to make amendments that would allow this type of use in more zoning districts.

There currently is not a definition for veterinary clinics in the zoning ordinance,

although they are allowed in limited districts. The ordinance references veterinary clinics with or without outdoor kennels.

Proposed definition — Veterinary clinic: A facility where animals are given medical care and the boarding of animals is limited to short-term care incidental to the clinic use.

There is already a definition for commercial kennel and outdoor kennel in the zoning ordinance.

Kennel, Commercial: Any premises on which more than three dogs or more than four cats, older than four months old, are kept or any premises which offers cats or dogs for sale on a reoccurring basis (more than once per year).

Kennel, Outdoor: Any business that includes outdoor pens where pets are housed, boarded, bred, or trained.

Veterinary clinics without outdoor kennels are currently allowed as a special use permitted in B-2 districts and as a permitted use by right in B-4 districts. Veterinary clinics with outdoor kennels are currently allowed as a use by right in I-1 and I-2 districts.

Commercial kennels are currently a special use permitted in B-4 districts and as a permitted use by right in I-1 and I-2 districts.

Within the Form Based Code, veterinary clinics are currently only allowed as a use by right in "flex buildings" within FBC-Neighborhood Edge and FBC, Neighborhood Core context areas. They are not allowed at all in the Lakeside Form Based Code. Staff believes this type of use would be compatible with more building types and more context areas.

Staff is proposing to allow veterinary clinics without outdoor kennels in the following form based code context areas (P=Permitted, S=Special Use):

FBC, NE - Mixed Use (S), Retail (P), Flex (S), Cottage Retail (P), Live/Work (P)

FBC, NC - Mixed Use (S), Retail (P), Flex (S), Cottage Retail (P), Live/Work (P), L Multiplex (S)

FBC, MS – Mixed Use (S), Retail (P), Flex (S), Live/Work (P), L Multiplex (S)

FBC, MSW – Mixed Use (S), Retail (P), Flex (S), Live/Work (P), L Multiplex (S)

LFBC, LC – Mixed Use (S), Retail (P)

LFBC, HC – Mixed Use (S), Retail (P)

The Planning Commission unanimously (5-0, 4 members absent) recommended approval of the ordinance amendment.

STAFF RECOMMENDATION: I move the amendments to veterinary clinics be approved.

Motion by Commissioner Kochin, second by Commissioner St.Clair, to move the amendments to veterinary clinics be approved.

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

MOTION PASSES

2026-15 NEW BUSINESS

A. 2nd Quarter Reforecast FY 2025-26 Finance

Staff is seeking approval of the 2nd Quarter budget reforecast for the 25/26 fiscal year.

Finance has provided documents outlining the change requests across all funds detailed in the reports following this memo.

Notable highlights from changes to the general fund include:

- Property Tax Revenue increase of \$100,000
- Income Tax Revenue increase of \$275,000
- Building Permit Revenue Increases of \$250,000
- State Constitutional Revenue DECREASE of (\$50,000)

Overall, the staff is projecting general fund revenues will increase by a total of **\$1,179,664** above the original FY 2025–26 approvals (see table below).

- Police staffing costs increase of \$449,079
- Fire staffing cost increases of \$154,120
- Building inspection cost increase of \$409,660

Overall, staff projects general fund expenses will increase by \$1,210,801 above the original FY 2025-26 approvals (see table below)

We are still projecting revenues will exceed expenses (producing a budget surplus) by \$201,815. This is a slight reduction is the original budget surplus projection.

Total General Fund allocations will be as follows:

	Original Approved	Mid-Year Adjustment	Change from Original Approved
Revenues	\$44,335,812	\$45,515,476	\$1,179,664
Expenses	\$44,102,840	\$45,313,661	\$1,210,801

Surplus	\$232,972	\$201,815	(\$31,157)
---------	-----------	-----------	------------

Fund Balance

Current	Current Percent of Prior Year's Revenues (FY 2023-24)	Projected End of Year Change	Projected End of Year Fund Balance	Projected Percent of Prior Year's Revenues (FY 2024-25)
\$7,080,481	17.36%	\$201,815	\$7,282,296	16.47%

Please note that although the total fund balance will increase by more than \$200,000 because FY 2024–25 revenues exceeded FY 2023-24 by more than \$3 million, the percent funded based on those revenues decreases. However, we remain above the 13% fund balance requirement set by the City Commission, and the overall condition of the City's general fund fund balance has improved significantly from where it was projected to be in the spring of 2025.

STAFF RECOMMENDATION: Staff recommends the approval of the 2nd Quarter reforecast for the 2025-26 fiscal year as presented.

Motion by Commissioner St.Clair, second by Vice Mayor Keener, to approve the 2nd Quarter reforecast for the 2025-26 fiscal year as presented.

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

Nays: None

MOTION PASSES

ANY OTHER BUSINESS

Commissioner German mentioned that this is Black History Month. Every year he pays tribute to a Black Historian who paved the way. This year he paid tribute to the life and legacy of Rev. Jesse Louis Jackson.

Mayor Johnson thanked Commissioner German for recognizing and honoring Rev. Jesse Louis Jackson. He thanked Commissioner Kilgo, Commissioner Jackson, Vice Mayor Keener, and Commissioner German for stepping up to serve and to the voters of Muskegon for electing them. This Commission made Black History and Muskegon history this year by becoming, for the first time ever, a black majority City Commission.

Commissioner Kilgo announced that the City of Muskegon was recently named a Five-Star Community in the 2025 East Cities Program, the highest rating awarded by the University of Michigan Dearborn College of Business. This recognition places Muskegon among Michigan's top performing communities based on five years of economic data.

Mayor Johnson commented on the rash of gun violence in our community. City Manager Jonathan Seyferth stated the Police Department is working very hard and actually around the clock to bring those responsible for this current situation to justice. We do not believe that this is random. He asked the public to say something if they know something.

Mayor Johnson stated the Annual Report for 2025 has been handed out to the Commission and will be made available online shortly.

City Manager Jonathan Seyferth stated that one of our team members, Kassi Dean, worked super hard on the Annual Report and he wanted to recognize her for all her hard work.

Mayor Johnson introduced Director Eckholm who informed Commission that on the March Worksession there will be a presentation on the Muskegon Infill Housing Program, progress and next steps.

Mayor Johnson recognized former City Commissioner Byron Turnquist who passed away February 4th. His celebration service is Saturday, March 7th, at 11:00 a.m., at Forest Park Covenant Church. Mayor Johnson stated he had the pleasure of serving alongside him for six of his eight years. He was a good man who cared about this community and was deeply invested in the success of this community.

Commissioner German stated he would also like to send condolences to Byron Turnquist's family. They were elected at the same time; and he was a real down to earth guy, and he definitely cared about the community.

GENERAL PUBLIC COMMENT

Public comments received.

ADJOURNMENT

The City Commission meeting adjourned at 6:56 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Sale of 663, 647, 1557 Marquette, 768 Scott, and 1160 Ambrosia.							
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning							
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lots at 663, 647, 1557 Marquette, 768 Scott, and 1160 Ambrosia to Landmark Construction LLC (Adam Hecht).								
Detailed Summary & Background: Landmark Construction LLC (Adam Hecht) would like to purchase the City-owned buildable lots at 663, 647, 1557 Marquette, 768 Scott, and 1160 Ambrosia to build duplexes and ADUs (accessory dwelling units). 1160 Ambrosia will be split into two build-able lots; and will have a duplex and an ADU built on each, for a total of 6 duplexes and 6 ADUs. All addresses will apply for a PILOT agreement. The projected rent range for the duplexes will be \$1700-\$2000 per unit, and the ADUs will have an estimated rent range of \$750-\$900. Landmark Construction is a locally owned company that Adam Hecht operates alongside his daughter and son, Kara and Max.								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Recommended Motion: To authorize the Code Coordinator to complete the sale of 663, 647, 1557 Marquette, 768 Scott, and 1160 Ambrosia, as described in the attached purchase agreement and to have the Mayor and Clerk sign the purchase agreement.								
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> </table>	Immediate Division Head	x		Name the Policy/Ordinance Followed: Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential Property				
Immediate Division Head	x							

Information Technology		
Other Division Heads	x	
Communication		
Legal Review	x	



Landmark Construction is a locally owned, family-operated development company based in Muskegon MI, with 30 years of experience working in the West Michigan Shoreline community. The company focuses on thoughtful residential projects that expand housing options while respecting neighborhood character. Their work includes single-family homes, small-scale multifamily housing, accessory dwelling units, and lot-split developments designed to support responsible growth. Guided by a long-term commitment to the community, Landmark Construction is committed to creating high-quality housing that serves current and future residents.

Adam Hecht - Founder 616-566-77667
Maxwell Hecht- COO 616-298-9719
Kara Hecht - CMO 616-298-0881
1357 Marquette Av. Muskegon, MI 49442

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **March 10, 2026** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **Landmark Construction LLC**, a Michigan limited liability company, of 1357 Marquette, Muskegon, Michigan 49442 (“Developer”), with reference to the following facts:

Background

A. City is the owner of five (5) buildable lots, being 1557 Marquette, 663 Marquette, 768 Scott, 647 Marquette, and 1160 Ambrosia, more specifically described in attached **Exhibit A**. Prior to closing, City shall split one or more of the lots into six (6) lots, more specifically described in attached **Exhibit B**.

B. Developer proposes to purchase and develop five (5) vacant lots owned by City, which are all located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached Exhibit A (each property individually, a “Parcel” and collectively “Project Properties”).

C. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Properties. Developer intends to develop one duplex and one ADU (accessory dwelling unit) on each of the following Project Properties: 1557 Marquette, 663 Marquette, 768 Scott, 647 Marquette, and 1160 Ambrosia. The following parcels will be split and then developed: 1160 Ambrosia (lot will be split into two buildable lots for a duplex and an ADU to be built on each), for a total of six (6) duplexes and six (6) ADUs (the “Project”).

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

1. **Sale and Purchase of Project Properties.** City agrees to sell to Developer, and Developer agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Project Properties, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Property shall be **\$17,687.50**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the **\$1000** deposit that the Developer has paid to the City of Muskegon. The “Purchase Price” shall be allocated to each lot as provided for in attached Exhibit B.

Pursuant to Paragraph 3(b) below, the parties acknowledge and agree that Developer shall be eligible to be reimbursed all or a portion of the purchase price upon the completion of certain design standards for each Parcel as further described herein.

3. **Construction and Development Requirements.**

a. **Construction Dates.** The parties acknowledge and agree that Developer shall have a period of eighteen (18) months from the date of Closing to complete the Project (“Construction Period”), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

a. **Construction Details; Purchase Price Reimbursement.** Developer’s construction and development of the Project Property, including single-family homes, duplexes, triplexes, and accessory dwelling units, shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of 80% of the purchase price for the Project Property upon Developer’s completion of construction of the Project. For the purposes of this Agreement, “completion of construction” shall mean the issuance of an occupancy permit by the City for every structure included in the Project.

4. **Reversionary Interest.** Notwithstanding anything herein to the contrary, and as security for Developer’s obligation to commence and complete construction of a duplex and an ADU on each of the following Project Properties: 1557 Marquette, 663 Marquette, 768 Scott, 647 Marquette, and 1160 Ambrosia. The following parcels will be split: 1160 Ambrosia (lot will be split into two buildable lots for the construction of two duplexes and two ADUs) for a total of six (6) duplexes and six (6) ADUs (the “Project”). On each of the Project Properties, each quit claim deed conveying a lot to Developer shall contain a reversionary interest of that lot (“City’s Reversionary Interest”), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to this Parcel shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to this Parcel and beginning installation of the approved duplex or ADU.

b. Developer does not complete construction of a duplex and an ADU residential structure on this Parcel prior to expiration of the Construction Period, in which case title to this Parcel shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(b), completing construction means the issuance of an occupancy permit by City for this Parcel. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for any of the Project Properties that have a completed foundation before the expiration of the initial Construction Period.

If any of the above conditions occur, City shall automatically have City’s Reversionary Right to reacquire title to any or all of the Project Properties, as the case may be. To exercise City’s Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer’s failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to any or all of the Project Properties,

as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

In addition, if any or all of the Project Properties revert to City, City may retain the purchase price for such Project Properties free and clear of any claim of Developer or its assigns. In the event of reversion of title of any or all of the Project Properties, improvements made on such Project Properties shall become the property of City. In no event shall the Project Properties be in a worse condition than upon the date of Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deeds from City to Developer.

5. **Title Insurance.** Within five (5) days after the Effective Date, Developer shall order a single title commitment for an extended coverage ALTA owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") for the five (5) Project Properties in the amount of the total purchase price for the Project Properties and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"), with a copy of the commitment and underlying documents to City. Developer shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Project Properties at the Closing naming Developer as the insured and in form and substance reasonably satisfactory to Developer, but subject to Permitted Exceptions (defined below). As soon as possible after the Closing, Developer shall cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project Properties (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

6. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to any of the Project Properties. If objection to the title is made, City shall have thirty (30) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement as to the applicable parcel and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement as to that parcel, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

7. **Property Taxes and Assessments.** City shall be responsible for the payment of all real estate taxes and assessments that become due and payable prior to Closing, without proration. Developer shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Properties, and Developer or its surveyor or other agents may enter any of the Project Properties for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project Properties and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option

of affecting a remedy within thirty (30) days after disclosure, or terminate this Agreement as to that Parcel. Developer may elect to purchase the Project Properties subject to said encroachment or variation.

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Properties within thirty (30) days after the Effective Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason, Developer shall notify City in writing of Developer's intention prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated as to that Parcel and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

10. **Condition of Project Properties.** City and Developer acknowledge and agree that each Parcel in the Project Properties is being sold and delivered "AS IS", "WHERE IS" in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of any of the Project Properties, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Properties for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Properties with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Properties; (v) existence in, on, under, or over the Project Properties of any hazardous substances; or (vi) any other matter with respect to the Project Properties. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Properties pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Properties and not on any information provided to or to be provided by City (except as specifically provided in this Agreement). If the transaction contemplated herein closes, Developer agrees to accept the respective Project Properties acquired by Developer and waive all objections or claims against City arising from or related to such Project Properties and any improvements thereon except for a breach of any representations or warranties or covenants specifically set forth in this Agreement. In the event this transaction closes, then subject to City's express representations, warranties, and covenants in this Agreement, Developer acknowledges and agrees that it has determined that the respective Project Properties it has acquired and all improvements thereon are in a condition satisfactory to Developer based on Developer's own inspections and due diligence, and Developer has accepted such Project Properties in their present condition and subject to ordinary wear and tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

11. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. **Authority.** Developer is a Michigan limited liability company. Developer has the power and authority to enter into and perform Developer's obligations under this Agreement.

b. **Litigation.** No judgment is outstanding against Developer and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Developer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

c. **Bankruptcy.** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

12. **Conditions Precedent.** This Agreement and all of the obligations of Developer under this Agreement are, at Developer's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. **Performance.** The obligations, agreements, documents, and conditions required to be signed and performed by City shall have been performed and complied with before or at the date of the Closing.

b. **City Commission Approval.** This Agreement is approved by the Muskegon City Commission.

c. **Parcel Combination and Split.** City shall split one or more Parcels, creating a total of 6 Parcels, as described in Exhibit B.

13. **Default.**

a. **By Developer.** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within thirty (30) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within thirty (30) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

14. **Closing.**

a. **Date of Closing.** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than thirty (30) days after the Inspection Period ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

b. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; (v) City shall the costs to combine Parcels and split Parcels; and (vi) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

c. **Deliveries.** At Closing, City shall deliver one (1) quit claim deed, including each of the Parcels (listed in Exhibit A), for the Project Properties and Developer shall pay the purchase

price. The quit claim deeds to be delivered by City at closing shall include the City's Reversionary Interest described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

15. **Real Estate Commission.** Developer and City shall each be responsible for any fees for any real estate agents, brokers, or salespersons regarding this sale that it has hired, but shall have no obligation as to any fees for any real estate agents, brokers, or salespersons regarding this sale that the other party has hired.

16. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: Samantha Pulos, Code Coordinator
933 Terrace Street
Muskegon, MI 49440

w/ copy to: Parmenter Law
Attn.: City Attorney
601 Terrace Street, Suite 200
Muskegon, MI 49440
Email: brennen@parmenterlaw.com

To Developer: Landmark Construction LLC
Attn.: Adam Hecht
1357 Marquette Ave
Muskegon, MI 49442
Email: landmark.hecht@gmail.com

17. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

This Agreement is executed effective as of the Effective Date set forth above.

CITY:
CITY OF MUSKEGON

DEVELOPER:
Landmark Construction LLC

By: _____
Name: Ken Johnson
Title: Mayor
Dated: _____

By: _____
Name: Adam Hecht
Title: Owner
Dated: _____

By: _____
Name: Ann Marie Meisch
Title: City Clerk
Dated: _____

Exhibit A

The following described premises are currently owned by the City of Muskegon and will be combined and split to create the Parcels to be Purchased by Developer and are located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 456
Address: 1557 MARQUETTE, MUSKEGON, MI 49442
Price: \$3,500.00
Parcel #: 61-24-611-000-0456-00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 PART OF LOT 11 BLK 15 COM AT NE COR OF LOT 11 THENCE W ALONG N LINE OF SAID LOT 87 FT 8 INS FOR STARTING POINT THENCE SLY 134 FT 6 INS THENCE WLY 39 FT 9 INS THENCE NLY 140 FT 9 INS THENCE E 43 FT 10 INS TO POINT OF BEG
Address: 663 MARQUETTE, MUSKEGON, MI 49442
Price: \$2,125.00
Parcel #: 61-24-205-015-0011-10

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 15 UTILITY EASEMENT OVER N 55 FT RECORDED ON L-3853 P-016
Address: 647 MARQUETTE, MUSKEGON, MI 49442
Price: \$3,937.50
Parcel #: 61-24-205-015-0001-00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 66 FT OF S 178 FT LOT 11 BLK 40
Address: 768 SCOTT, MUSKEGON, MI 49442
Price: \$3,250.00
Parcel #: 61-24-205-040-0011-20

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 & N 1/2 LOT 3 BLK 249
Address: 1160 AMBROSIA, MUSKEGON, MI 49442
Price: \$4,875.00
Parcel #: 61-24-205-249-0002-00
(Will be split into two 49.5' x 132' lots; for one duplex and one ADU to be built on each 1/2)

Exhibit B

The following described Parcels will be created by the City of Muskegon sold to Developer for the Purchase Prices provided and are located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 456
Address: 1557 MARQUETTE, MUSKEGON, MI 49442
Price: \$3,500.00
Parcel #: 61-24-611-000-0456-00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 PART OF LOT 11 BLK 15 COM AT NE COR OF LOT 11 THENCE W ALONG N LINE OF SAID LOT 87 FT 8 INS FOR STARTING POINT THENCE SLY 134 FT 6 INS THENCE WLY 39 FT 9 INS THENCE NLY 140 FT 9 INS THENCE E 43 FT 10 INS TO POINT OF BEG
Address: 663 MARQUETTE, MUSKEGON, MI 49442
Price: \$2,125.00
Parcel #: 61-24-205-015-0011-10

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 15 UTILITY EASEMENT OVER N 55 FT RECORDED ON L-3853 P-016
Address: 647 MARQUETTE, MUSKEGON, MI 49442
Price: \$3,937.50
Parcel #: 61-24-205-015-0001-00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 66 FT OF S 178 FT LOT 11 BLK 40
Address: 768 SCOTT, MUSKEGON, MI 49442
Price: \$3,250.00
Parcel #: 61-24-205-040-0011-20

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 49.5 FT LOT 2 BLK 249
Address: 1160 AMBROSIA, MUSKEGON, MI 49442
Price: \$2,437.50
Parcel #: TBD
(North westerly half of parent parcel, 1160 Ambrosia; one duplex and one ADU to be built)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 16.5 FT LOT 2 & N 1/2 LOT 3 BLK 249
Address: 1164 AMBROSIA, MUSKEGON, MI 49442
Price: \$2,437.50
Parcel #: TBD
(South easterly half of parent parcel, 1160 Ambrosia; one duplex and one ADU to be built)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Mobile Concession Application (Pere Marquette Park) - Chick-fil-A				
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks				
Brief Summary: The Parks Department has received an application from Chick-fil-A for a concession agreement to run a mobile food concession at Pere Marquette.					
Detailed Summary & Background: Chick-fil-A has applied to be a mobile food vendor at Pere Marquette Park. Per the concession policy, their fee to operate at the park in a mobile unit is \$1,000/year + 5% of gross receipts for operations conducted at beach parks. The applicant has stated their frequency would be weekly with a presence primarily on weekends. This would be a mobile trailer that is set up on the weekends near the Kite Shack/new restroom parking lot. The intention is to use this as a serving trailer, food will be prepped at a different location. Hours of operation will be Fridays & Saturdays in the summer from 11a-7p when they do not have other commitments.					
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Parks and Recreation Department and Services					
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:					
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> </tr> </table>	Yes	No	N/A	x
Yes	No	N/A	x		
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> </tr> </table>	Yes	No	N/A	x
Yes	No	N/A	x		
Recommended Motion: Move to authorize staff to enter into a concession agreement with Chick-fil-A as a mobile food vendor at Pere Marquette Park.					
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> </table>	Immediate Division Head	x		Name the Policy/Ordinance Followed: Concession Policy	
Immediate Division Head	x				

Information Technology			
Other Division Heads			
Communication			
Legal Review			

Return completed application to the following:
City of Muskegon Public Works Department
1350 East Keating Avenue
Muskegon, MI 49442

► I. CONCESSIONAIRE

BUSINESS / NON-PROFIT	Chick-En-A-Norton Shores
CONTACT	Cameron Boughner
ADDRESS	51007 Harvey St. Norton Shores 49444
PHONE	231-799-0107
EMAIL	Cameron.boughner7@gmail.com

► II. OPERATIONAL DESCRIPTION

ACTIVITIES CONDUCTED (ATTACH PICTURES IF NEEDED)	Selling food and beverages from our food truck
EQUIPMENT USED (ATTACH PICTURES IF NEEDED)	Food truck and vehicle to tow
REQUESTED LOCATION(S)	Pere Marquette

► IV. LIABILITY WAIVER

APPLICANT(S) voluntarily agree, understand and recognize that participants will have no right to make a claim or file a lawsuit against the City.

► V. REQUIREMENTS OF CONCESSIONAIRES

1. Applicant shall comply with all City of Muskegon Policies.
2. Applicant shall comply with all City of Muskegon Ordinances.
3. Applicant shall save the City of Muskegon harmless from all claims.
4. The appointed fees must be paid in full to the City prior to commencement of operations.
5. All required licenses and an insurance certificate listing the City as an additional insured party must be submitted before the agreement is signed and before commencing operations.
6. Applications denied by staff may be appealed to the City Commission for consideration.

With my signature, I certify that I have read and agree to the City of Muskegon Park Concession Policy and all items listed on this application.

I agree to abide by all applicable ordinances & regulations.



Signature of Applicant

1/19/26

Date

CITY STAFF USE ONLY: APPROVED / DENIED	
NAME/TITLE: _____	
DATE: _____	FEE: _____
NOTES: _____	



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Digital Billboard Policy								
Submitted by: Deborah Sweet, Community Engagement Manager	Department: Community Engagement								
<p>Brief Summary: This policy establishes clear guidelines for how the City of Muskegon manages, operates, and regulates its digital billboards, outlining their purpose, allowable content, and fee structure.</p>									
<p>Detailed Summary & Background: The City of Muskegon operates four digital billboards located throughout the community:</p> <ul style="list-style-type: none"> Laketon Industrial Park (Laketon Avenue at US-31) Sherman Industrial Park (Black Creek Road at Sherman Boulevard) Farmers Market (Market Street at Terrace), Arena Billboard (Shoreline Drive at 4th Street) <p>Since their installation, the City has not had a formal policy outlining the application process, fee structure, eligible and ineligible content, or the general purpose of these digital billboards. The proposed Digital Billboard Policy addresses these gaps by establishing clear guidelines for their use and management.</p> <p>The policy defines the City's digital billboards as a non-public forum, intended primarily to promote City or community events and to lease advertising space for commercial purposes. Advertising displayed under this policy constitutes government or commercial speech, not an open platform for public expression. Future adjustments to billboard fees will be made through the City's established fee schedule process.</p>									
<p>Goal/Action Item: 2027 Goal 3: Community Connection</p>									
<p>Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:</p>									
<p>Amount Requested: N/A</p>	<p>Budgeted Item:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> <td style="width: 25%;">X</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A		X	
Yes		No		N/A		X			
<p>Fund(s) or Account(s): N/A</p>	<p>Budget Amendment Needed:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> <td style="width: 25%;">X</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A		X	
Yes		No		N/A		X			

Recommended Motion:

to approve the Digital Billboard Policy as presented, authorizing its immediate implementation.

Approvals:

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

Name the Policy/Ordinance Followed:



DIGITAL BILLBOARD POLICY

DATE: 02/23/2026



PURPOSE/OVERVIEW:

This policy establishes guidelines for the use of the City of Muskegon's (the "City") Digital Billboards. These Digital Billboards are intended to be used in order to promote city or community events and to lease advertising space for commercial speech. The City maintains these Digital Billboards as a non-public forum. Allowing Advertising through this Policy is not intended to serve as a forum for free expression by the public. Approval by the City to display an advertisement under this Policy constitutes government or commercial speech.

In limiting advertisements to commercial speech the City has an interest in: a) maintaining a position of neutrality on issues that would disaffect drivers to the detriment of other drivers and pedestrians; b) preventing a reduction in income earned from selling advertising space because commercial advertisers would be dissuaded from using the same forum that would also be used for public debate; c) minimizing chances of abuse, the appearance of favoritism, and the risk of imposing upon a captive audience certain material that does not facilitate rapid, convenient, pleasant, and inexpensive service to commuters; and (d) to supplement revenue, tax proceeds, and other income that funds and maintains the Digital Billboards.

In limiting certain forms of commercial speech the City has an interest in: a) reducing drinking or smoking by minors; b) reducing a minor's use of age restricted products illegal for minors; c) reducing a minor's use of substances that would be illegal for consumption or possession; d) protecting minors from dangers attendant to illegal use of weapons; e) protecting minors from content that is rated as not appropriate for minors by law or that may incite behavior inappropriate for schooling; f) protecting all drivers, passengers, and other persons from engaging in unsafe transit behaviors or sensory inputs that would put a driver, passenger, or another person using the right-of-way or other viewer in danger; and g) maintaining an image of professionalism and decorum.

POLICY ELIGIBILITY CRITERIA:

Only commercial speech will be permitted on Digital Billboards. For purposes of this policy, "commercial speech" is defined as an advertisement that proposes a commercial transaction. In addition, the City of Muskegon or other governmental entities may display advertising by the City of Muskegon or other governmental entities as its own government speech.

Where there is an implied non-commercial message attached to the commercial speech, such implied content shall not be evaluated or acted upon so long as the main purpose of the advertisement is to propose a commercial transaction. In making the determination of the main purpose of the advertisement, the City shall consider the organization's stated purpose in their articles of incorporation, the organization's web materials, and any other public-facing media that the organization makes generally known.

The City limits the amount of space on or within its Digital Billboards available for advertising space and does not represent that it can accommodate all requests for advertising space. Advertising space will be made available only as and when designated by the City. The City offers use of the Digital Billboards on a first-come, first-served basis under this Policy.



INELIGIBLE CONTENT

Advertising is prohibited on Digital Billboards if it includes any of the following:

1. Political Speech. Advertising that promotes or opposes a political party, the election of any candidate or group of candidates for federal, state, or local government offices, or initiatives, petitions, referendums or other ballot measures, including bond issues, constitutional amendments, or proposed legislation.
2. Religious Speech. Advertising that promotes or opposes any identifiable or specific religion, religious viewpoint, or message.
3. Prohibited Products, Services, or Activities. Without limiting the prohibition of any advertising which is not commercial speech found above, any advertising that promotes or depicts the sale, rental, use of or participation in the following products, services or activities; or uses brand names, trademarks, slogans, images or other materials that are identifiable with such products, services or activities are prohibited:
 - a. Tobacco Products. This includes, but is not limited to, cigarettes, cigars, e-cigarettes, and smokeless (e.g. chewing) tobacco.
 - b. Marihuana Products.
 - c. Alcoholic beverages or products.
 - d. Gambling. Advertising that promotes or depicts gambling or wagering activities, including the use of brand names, trademarks, slogans, images, or other materials identifiable with gambling, is prohibited. This includes, but is not limited to, casinos, sports betting, lotteries, online gambling, and similar games of chance.
 - e. Firearms, Ammunition or other Firearms-related Products or weapons.
 - f. Adult/Mature Rated Films, Television or Video Games. Adult films rated “X” or “NC-17”, television rated “MA”, or video games rated “A” or “M.”
 - g. Adult Entertainment Facilities and Other Adult Services. Adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites, and escort services.
 - h. Sexual and/or Excretory Subject Matter. Any advertising that contains or involves material that describes, depicts or represents sexual or excretory organs or activities in a way:
 - i. That the average adult person, applying contemporary community standards, would find, when considered as a whole, appeals to the prurient interest of minors in sex; or
 - ii. Which is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable material for minors to see; or
 - iii. That depicts, or reasonably appears to depict, a person under the age of eighteen exhibiting sexual or excretory organs or engaging in sexual or excretory activities.
 - iv. For the purposes of this subsection, “sexual or excretory organs” shall mean and include the human pubic area, anus, buttocks, genitalia, or any portion of the areola or nipple of the human breast. “Sexual or excretory activities” shall mean and include actual or simulated sex acts, including, but not limited to, the touching of one’s own or another’s clothed or unclothed sexual or excretory organs, urination and defecation.
 - i. False or Misleading Material. Any material that is, or that the sponsor reasonably should have known is, false, fraudulent, misleading, deceptive, or would constitute a tort of defamation or invasion of privacy.
 - j. Unlawful Use of Copyrighted or Trademarked Material. Advertising that contains an infringement of a copyright, trademark or service mark, or is otherwise unlawful or illegal.
 - k. Illegal Content. Content that conflict with Federal law, State law, or City Ordinance/Policy; or promotes illegal activity of any kind.

- l. Profanity or Violence. Advertising that contains profane language, images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals; the act of killing, mutilating or disfiguring human beings or animals; or the intentional infliction of pain or violent action towards or upon a person or animal.
- m. Reputationally Harmful Content. Content that may diminish the City's reputation.
- n. Unauthorized Endorsement. Advertising that implies, declares or otherwise reasonably appears to represent that the City endorses a product, service, point of view, event or program.
- o. City's Business Operations. Advertising that is directly adverse to any commercial, administrative, or operational operations of the City.
- p. Unsafe Behavior. Any advertisement that encourages or depicts unsafe behavior with respect to vehicle-related activities, such as disregard for normal safety precautions in awaiting, boarding, riding upon or alighting from vehicles.
- q. Lights, Noise and Special Effects. Flashing lights, sound makers, mirrors or other special effects that interfere with the safe operation of the Digital Billboard, or the safety of drivers, drivers of other vehicles, or the public at large.

Attribution and Contact Information.

Any advertising where the identity of the advertiser is not readily and unambiguously identifiable must include the following identifying phrase: Paid for by _____. This must be in clearly visible letters. Advertising materials will be produced at the advertiser's expense and must be of good quality and conform to standards for size, weight, material, placement location and other physical characteristics as set forth by the City.

APPLICATION PROCESS:

Being that the City does no more than reserve eligibility for access to the non-public forums to a particular class of speakers whose members must then as individuals obtain permission, all proposed advertising must be submitted to the Community Engagement Department or their designee for compliance review. The Community Engagement Department, City Manager or their designee are responsible for the implementation of this Policy and reserve the right to determine if an advertisement is appropriate for placement on a Digital Billboard.

The Community Engagement Department or designee may seek input from a contractor or appropriate city staff, including the City's Attorney, at any time during the review process. The Community Engagement Department or designee will review the proposed advertisement for compliance with this policy and make a final decision to approve or deny the advertisement. In the event the Community Engagement Department or designee is not available, the City Manager or their designee may be substituted at any step in this process.

All applicants must complete the Digital Billboard Advertising Request Form, available on the City's website. Applicants must complete the form in full. This Request Form collects the advertiser's contact information, preferred run dates, ad duration, processes payment, and indicates whether the advertiser will submit artwork or request City design assistance. Advertisers submitting artwork must provide files as stated under Additional Terms and Conditions. Applicant's requesting a City-designed ad must upload logos, desired text, and any optional imagery. Each Request Form will be reviewed based on criteria such as ineligible content, design quality, relevance to local events, and frequency of change.

Applications must be submitted at least 14 days before the intended display date. No rush advertisements are available. If approved, the City will email the applicant a proof. Advertisements will not be displayed until proof is approved in writing. Once approved, changes to the designs are not permitted.



INDUSTRIAL PARK DIGITAL BILLBOARD FEES:

The following flat-rate fees apply to advertisements displayed per digital billboard at the Laketon Industrial Park and Sherman Industrial Park. Updates to these fees will be adjusted through the City’s annual fee schedule.

DURATION	COST
1 Day (24 hours)	\$50
1 Week	\$250
1 Calendar Month	\$500
6 Calendar Months	\$2,500

INDUSTRIAL PARK DIGITAL BILLBOARD SPECIFICS:

- Each advertisement runs in a **10-second cycle**.
- Billboards run **24 hours a day**, continuously rotated throughout the day.
- Total number of ads shown is limited to 18 per day, showing each ad at least once every three-minutes

TRINITY HEALTH ARENA DIGITAL BILLBOARD FEES:

DURATION	COST
1 Day (24 hours)	\$60
1 Week	\$235
2 Weeks	\$500
1 Calendar Month	\$750
3 Calendar Months	\$2,000
6 Calendar Months	\$3,750
1 Calendar Year	\$6,750

TRINITY HEALTH ARENA DIGITAL BILLBOARD SPECIFICS:

- Each advertisement runs in a 10-second cycle.
- Billboards run 24 hours a day, continuously rotated throughout the day.
- Total number of ads shown is limited to 10 slides per day, showing each ad at least once every two-minutes.
- Advertisements directly related to on-site tenants, venue operations, or scheduled events shall receive priority placement often limit to the available slides to six or less.
- Sections 3(b) and 3(c) of the “Ineligible Content” shall not apply to the Trinity Health Arena Billboard as the Trinity Health Arena Billboard is tied to a regulated venue and event-based sponsorships

SIGN NAME	LOCATION	SIZE	File Type	TYPE
Laketon Industrial Park	Laketon Avenue at US-31	315 px by 105 px	JPG or PNG	Advertisement Available
Sherman Industrial Park	Black Creek Rd at Sherman Blvd	315 px by 105 px	JPG or PNG	Advertisement Available
Farmers Market	Market St at Terrace	144 px by 80 px	JPG or PNG	No Advertisement Available



Arena Billboard	Shoreline Drive at 4th St	432 px by 216 px	PNG	Advertisement Available
-----------------	--	---------------------	-----	-------------------------

AMENDMENTS:

Any amendments to this policy related to application process or billboard specifics will be submitted to the City Manager or designee all other amendments will be submitted to the City Commission.

CONTACTS:

For assistance with the associated process and application, please contact the Department at 231-724-6774 or email communications@shorelinecity.com.

Document edit notes

Action	Person	Date	Change
New	Deborah Sweet	2/23/2026	New policy





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Soccer in the Sand
Submitted by: Jacqui Erny, Admin	Department: DPW- Parks and Recreation

Brief Summary:

Soccer in the Sand and Inside Out's Volleyball Tournament have both applied to hold their events at Pere Marquette on July 25-26, 2026. Per the event policy, two events cannot occur on the same date at Pere Marquette. Soccer in the Sand is seeking an exception to be made.

Detailed Summary & Background:

Soccer in the Sand Event Details include:

- Location: Pere Marquette (south of the playground)
- Setup: Friday, July 24
- Competition Dates: Saturday, July 25 & Sunday, July 26, 9:00 a.m. – 5:00 p.m.
- Teardown: Sunday, July 26 by 6 pm
- Description: Soccer in the Sand is a 5 v 5 sand soccer tournament held annually at Pere Marquette since 2018. Teams can consist of 5 to 11 players and play against other teams in a similar age group. Games are three 11-minute periods. Each team is guaranteed 3 games with opportunities to advance to the semifinals and finals.
- Attendance: In 2025, there were approximately 1,200 participants, with a total attendance estimated at approximately 4,000.

Soccer in the Sand has been on the same weekend as the Inside Out Volleyball Tournament since its inception. The natural beach traffic and these events make navigating and parking at Pere Marquette difficult during the weekend of these events. Unfortunately, it has not been possible to move either event's date. Soccer in the Sand has a national tour of events with tournaments on the surrounding weekends. Inside Out works with other volleyball tournaments in the area to create the season's schedule so they cannot move their date. Inside Out has been hosting a tournament on this date longer than Soccer in the Sand, and under the Special Event Policy, the event with the longer tenure on the requested date is given preference.

In 2025, the City Commission approved allowing both events on the same weekend with the understanding that transportation would be provided from alternative parking areas. Staff followed up with the event organizers leading up to the event to get details of the parking plan, and the organizers thought the free beach shuttles were the answer to the transportation concerns. It was too close to the event at that time to secure additional busing, and the organizers acknowledged that the longevity of the event depends on the planning for traffic. They encouraged attendees to carpool and to utilize the shuttle transportation. The Beach Shuttle was used by a total of 86 individuals on the tan line and 110 individuals on the blue line that weekend. The event implemented schedule blocking, so teams were not scheduled all day. A group would have morning games, and

a different group would have afternoon games. This allowed for parking turnover at midday. Staff saw improvements in traffic flow with the scheduling improvements and the use of the Beach Shuttle.

Staff acknowledge the parking challenges during Soccer in the Sand, but being on the same date as Inside Out has very little impact. On Saturday, Inside Out has approximately 200 participants and 100 spectators utilizing 26 volleyball courts spread throughout the day. On Sunday, there are approximately 64 participants and 50 spectators on the 8 courts north of The Deck. Regardless of the weekend, Soccer in the Sand is held, transportation concerns will need to be reviewed annually as the event grows.

Goal/Action Item:

2027 Goal 1: Destination Community & Quality of Life

Is this a repeat item?:

Explain what change has been made to justify bringing it back to Commission:

Amount Requested:

N/A

Budgeted Item:

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
-----	--------------------------	----	--------------------------	-----	-------------------------------------

Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
-----	--------------------------	----	--------------------------	-----	-------------------------------------

Recommended Motion:

I move to approve the Soccer in the Sand Tournament to be held on July 25-26, 2026, at Pere Marquette.

Approvals:

Immediate Division Head	<input checked="" type="checkbox"/>	
Information Technology	<input type="checkbox"/>	
Other Division Heads	<input type="checkbox"/>	
Communication	<input type="checkbox"/>	
Legal Review	<input type="checkbox"/>	

Name the Policy/Ordinance Followed:

Special Event Policy



Muskegon, mi

July 26 -27th

Shuttle MAP

Beach Shuttle Service Information

Please use the Beach Shuttle Service to help with traffic flow and parking

\$ Cost: Free to ride

⊘ Rules: No pets allowed, Service Animals permitted. Kids under 12 must ride with an adult.

Buses run every 30 mins

Please check out the website -

<https://muskegon-mi.gov/explore-muskegon/parking-transportation/beach-shuttle/>

Parking Lot :

- A | Smith-Ryerson Park
- B | Morris Ave. Lot (West of the Social Security Administration Building)
- C | Campbell Field Parking Lot
- D | Grand Trunk Boat Launch

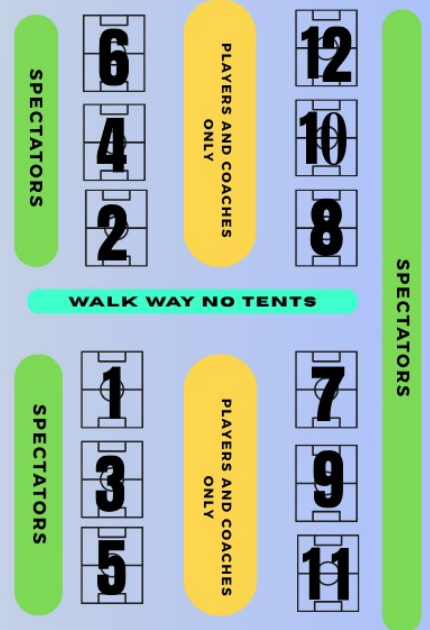
METER PARKING



REGISTRATION AND MERCHANDISE TENTS



PLAY GROUND



Special Events Application : Entry # 124669

Event Name

Soccer in the Sand - Muskegon

Event Start Date

07/25/2026

How Many Days

1

Today's Date

01/22/2026

Days Away

184

Event Start Time

09:00 am

Event End Time

05:00 pm

Setup Start Date

07/24/2026

Setup Start Time

10:00 am

Tear Down Complete by Date

07/26/2026

Tear Down Complete by Time

06:00 pm

Additional Information About Setup or Tear Down

Set up takes 2 hours on Friday. Please note the beach use is not limited. Tear down at the end of the event on Sunday 1-2 hours.

Organization Name

Soccer in the Sand LLC.

Type of Organization

Other

Applicant's Name / Responsible Party

Special Events Application : Entry # 124669

Scott Lemay

Address (Full)

3050 Partridge, Wixom, MI 48393,

Address (Street Address)

3050 Partridge

Address (City)

Wixom

Address (State / Province)

MI

Address (ZIP / Postal Code)

48393

Phone

(248) 207-9282

Email

ScottLemay@hartlandschools.us

Contact Name & Phone Number During Event

Scott Lemay 248-207-9282 and Holly Lemay 248-207-0645

Will there be alcohol sold/served at the event?

No

Will there be cannabis sold at the event?

No

Will there be cannabis consumed at the event?

No

Event Site Details

<https://www.soccerinthesand.com/muskegonbeachsoccer>

Map Upload

- [Muskegon-Site-Map-2026.webp](#)

Number of people expected at event?

3,000-5,000

Special Events Application : Entry # 124669

Is this a new/ first-time event?

No

Will there be food concessions at the event?

No

Will there be emergency medical services present?

No

Will there be pyrotechnics/fire features at the event?

No

Will you have your own security present?

No

Number/location of trash cans/bins?

12 cans around perimeter

Number/location/size of dumpsters?

we trail our extra garbage that doesn't fit in the cans

Number/location of portable toilet facilities provided?

6-8 portable restrooms by the Event Headquarters

Will there be a stage assembled on site?

No

Equipment Acquisition

I request that City staff deliver the above items to the event site (for an additional fee)

Are you requesting any other City services or equipment? (use of water, electric, etc.)

No

Are you requesting any STREET CLOSURES

No

Name of Insurance Company/Agent

Large Event Insurance provided

Publish event to the online city events calendar?

Yes - Publish Online

Event Description for Website

Special Events Application : Entry # 124669

What is it?

A two-day small-sided 5v5 beach soccer tournament played in the sand with goalkeepers creating lots of shots and goals! A complimentary beach soccer clinic will be offered on the Friday evening of the tournament.

What are the benefits?

Every team will be guaranteed 3 games filled with lots of touches on the ball and an environment to try all your latest moves.

How about the family?

The entire family is encouraged to come and enjoy the games and the beach. This is one soccer tournament you won't have to drag the siblings to.

Format:

Games will be 4v4 plus goalkeepers (5v5). Games will consist of three 11 minute periods with 2 minute breaks. All teams will be guaranteed 3 bracket games with the opportunity to advance to the semifinals and finals. Minimum roster count is 5 and maximum is 11; our recommendation is 7-9 players.

Registration is open to any and all entrants (limited only by number, age, and gender).

Event website link for online calendar.

<https://soccerinthesand.com>

Your Name

Scott P Lemay

Signature Acknowledgement (Checked)

Check here to acknowledge your signature.

Signature Acknowledgement (Check here to acknowledge your signature.)

Check here to acknowledge your signature.

Date

01/21/2026

Credit Card (Card Details)

Email: soccerinthesand10@gmail.com

Entry Date

2026-01-21 13:17:53

Payment Amount

100.00

Payment Date

2026-01-21 18:17:55

How Many Cardboard Trash Bins?

Special Events Application : Entry # 124669

0

How Many 55-gallon metal trash cans?

12

How Many Cases of Trash Bags?

1

Order

Product	Qty	Unit Price	Price
Special Event Fee	1	\$100.00	\$100.00

Notes



added January 21, 2026 at 1:17 pm

Payment has been completed. Amount: \$100.00. Transaction Id: pi_2Ss5yT5NPSmkRisr1qkRMglw.



DPW (ID: 636194b2e1e33)
added January 21, 2026 at 1:17 pm

WordPress successfully passed the notification email to the sending server.



Auto Reply (ID: 638799e415bf4)
added January 21, 2026 at 1:17 pm

WordPress successfully passed the notification email to the sending server.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Approval of Amendment from Placer Labs, Inc.					
Submitted by: Isabela Gonzalez, Development Analyst	Department: Economic Development					
Brief Summary: The City of Muskegon’s agreement with Placer Labs, Inc. for access to the Placer.ai data analytics platform is due for renewal.						
Detailed Summary & Background: The City of Muskegon entered into an Order Form agreement with Placer Labs, Inc. on April 14, 2021 for access to the Placer.ai analytics platform. The current agreement term is set to expire, and this amendment extends the agreement for an additional 12-month term commencing April 14, 2026 and ending April 13, 2027. Beginning April 14, 2026, the updated annual subscription fee will be \$18,522. This reflects a total list price of \$22,750 with a discount of \$4,228 applied. The Placer.ai platform provides location analytics and visitation data used by staff to support economic development efforts, including tracking attendance and visitor patterns for special events, analyzing foot traffic in commercial corridors and neighborhoods, evaluating park usage, and supporting presentations such as the DDA Annual Meeting.						
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business						
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:						
Amount Requested: \$18,522	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;"><input checked="" type="checkbox"/></td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No	N/A	
Yes	<input checked="" type="checkbox"/>	No	N/A			
Fund(s) or Account(s): 101-701-801	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;"><input type="checkbox"/></td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 25%; text-align: center;">N/A</td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A		
Recommended Motion: I move to approve the Amendment to Order Form to continue services with Placer Labs, Inc. under the revised terms and authorize Jake Eckholm to sign.						
Approvals:	Name the Policy/Ordinance Followed:					

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		



PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this “**Amendment**”), dated and effective as of the last signature below (the “**Amendment Date**”), modifies the Order Form executed by City of Muskegon (“**Customer**”) and Placer Labs, Inc. (“**Placer**”) on or about April 14, 2021 (together with any other prior amendments thereto, the “**Order Form**”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Parties agree to an Additional Term commencing on April 14, 2026 (“**Commencement Date**”) and ending on April 13, 2027.
2. Starting on the Commencement Date, the following summary of the Services and Fees is added to the beginning of the Order Form and replaces any existing summary:

Services and Fees.

Services Description	List Price	Discount	Total Fees	Services Description Detail
Platform Access	\$22,750.00	\$4,228.00	\$18,522.00	Section 2
Chains Report Expanded	\$0.00	\$0.00	\$0.00	Section 2

Total List Price	\$22,750.00
Total Discount	\$4,228.00
Subscription Fees Total	\$18,522.00

All Fees in this Order Form are shown in US Dollar (USD)

3. Customer’s invoicing schedule for this Additional Term shall be as follows and replaces the current invoicing schedule, if any (for purposes of this Amendment, Effective Date means Commencement Date):

Placer will invoice Customer as follows for the Additional Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	30



PLACER LABS, INC.

4. Except as modified by the terms of this Amendment, the Order Form shall remain in full force and effect. In the event of any conflict or inconsistency between any provision of this Amendment and any provision of the Order Form, the provisions of this Amendment shall govern and control.

City of Muskegon
By:
Name:
Title:
Date:

Placer Labs, Inc.
By:
Name:
Title:
Date:



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: GoodTemps Staffing Solutions - Temporary Staffing Services Agreement Extension												
Submitted by: Dwana Thompson, Employee Relations Director	Department: Employee Relations												
<p>Brief Summary: The City of Muskegon utilizes a contract workforce for Public Services Division (Parks, Cemetery, Highway, and Marina Departments), the Public Safety Department, the Farmers Market, and the Arena. The extension proposes to request approximately 50-75 full and part-time employees. Services include contract laborers for seasonal projects as well as long-term, part-time positions, and administrative and temporary office employees on an as needed basis.</p>													
Detailed Summary & Background:													
<p>Goal/Action Item: 2027 GOAL 3: COMMUNITY CONNECTION - Staff reflective of the diverse community</p>													
<p>Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission: Extension of the previous agreement.</p>													
Amount Requested:	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A							
Yes		No		N/A									
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A							
Yes		No		N/A									
<p>Recommended Motion: Approval of the extension of the GoodTemps Staffing Solutions Agreement for 2026.</p>													
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 15%;"></td> <td style="width: 15%;"></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> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Name the Policy/Ordinance Followed:
Immediate Division Head													
Information Technology													
Other Division Heads													
Communication													

Legal Review		
--------------	--	--

March 10, 2026

GoodTemps Staffing Solutions
271 East Apple Avenue
Muskegon, MI 49442

RE: Temporary Staffing Services Agreement between the City of Muskegon and GoodTemps Staffing Solutions

Dear Ms. Hoyer:

The City of Muskegon hereby requests that the Agreement be extended for the period of March 16, 2026 – December 31, 2026. The proposed budget for the extension period will be as listed in the previous contract with the exception of the arena staff may be provided via a separate third – party (like the lumberjacks) at the discretion of the city. We have agreed this be taken into consideration with this extension.

This modification is requested for the following reason(s):

- The City of Muskegon utilizes a contract workforce for Public Services Division (Parks, Cemetery, Highway, and Marina Departments), the Public Safety Department, the Farmers Market, and the Arena. The extension proposes to request approximately 50-75 full and part-time employees. Services include contract laborers for seasonal projects as well as long term, part-time positions, and administrative and temporary office on as as-needed basis.
- The City intends to solicit bids for a new contract in the fall of 2026.
- The City of Muskegon is an EEO/ADA Employer.

Thank you for your consideration of this request.

City

Date: _____, 2026

CITY OF MUSKEGON

By: _____

Kenneth D. Johnson, Mayor

And:

Ann Meisch, MMC City Clerk

Contractor

Date: 2/25, 2026

GOODTEMPS STAFFING SOLUTIONS

By:  _____

Jeanette Hoyer, President & CEO





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Road Maintenance Materials, Aggregates, and Concrete							
Submitted by: Joe Buthker, DPW Superintendent	Department: Public Works							
Brief Summary: Staff requests authorization to purchase road maintenance materials, aggregates, and ready-mixed concrete from the selected bidders.								
Detailed Summary & Background: The Department of Public Works issued an invitation for bids to supply the City with road maintenance materials, aggregates, and ready-mixed concrete for 2026. These materials are utilized for a variety of projects, including preventive maintenance and repairs of city streets, restoration of streets after underground utility work, and winter maintenance operations. Purchases will be made from the recommended bidders highlighted in yellow on the attached bid tabs and will be contingent upon product availability, timely delivery, and quoted pricing. These materials are included in the budgets for major roads, local roads, water, and sewer.								
Goal/Action Item: 2027 Goal 4: Financial Infrastructure								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: Variable	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 10%;"></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No		N/A		
Yes	<input checked="" type="checkbox"/>	No		N/A				
Fund(s) or Account(s): Major Roads (202), Local Roads (203), Sewer (590), Water (591)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"></td> <td style="width: 25%;">No</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes		No	<input checked="" type="checkbox"/>	N/A		
Yes		No	<input checked="" type="checkbox"/>	N/A				
Recommended Motion: I move to approve purchases of road maintenance materials, aggregates, and ready-mixed concrete for 2026 from the selected bidders.								
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 20%;"></td> </tr> <tr> <td>Information</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	<input checked="" type="checkbox"/>		Information			Name the Policy/Ordinance Followed: Purchasing Policy	
Immediate Division Head	<input checked="" type="checkbox"/>							
Information								

Technology		
Other Division Heads		
Communication		
Legal Review		

Bid Tabulation
Highway Maintenance Materials
February 26, 2026

					ASPHALT PAVING 45 S Getty St Muskegon, MI 49442 231-531-8054		BIT-MAT PRODUCTS 401 Tiernan Rd Bay City, MI 48706 989-684-0341		GREAT LAKES CHLORIDE PO Box 634 Grand Haven, MI 49417 574-527-0287		MICHIGAN PAVING MATERIALS 1950 Williams St Alma, MI 48801 989-600-4253		MICHIGAN PAVING MATERIALS 3566 Mill Creek Ave NE Comstock Park, MI 49544 517-740-4960		SHERWIN INDUSTRIES 2129 W Morgan Ave Milwaukee, WI 53221 414-281-6400		UNIQUE PAVING MATERIALS 3993 E 93rd St Cleveland, OH 44105 216-441-4880	
	Description	Qty.	Unit	Del or PU	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Liquid Calcium Chloride 38%	40,000	Gal	Del					\$0.86	\$34,400								
2	Liquid Calcium Chloride 32%	15,000	Gal	Del					\$0.754	\$11,310								
3	Hot Mix Asphalt 3C Base	200	Ton	PU	\$80.00	\$16,000							\$86.00	\$17,200				
4	Hot Mix Asphalt 4C Top	2000	Ton	PU	\$80.00	\$160,000							\$86.50	\$173,000				
5	Sylvax Patching Material	200	Ton	Del													\$156.65	\$31,330
				PU	\$170.00	\$34,000												\$129.00
6	AE90 Asphalt Emulsion	20,000	Gal	Del			\$2.84	\$56,800			\$2.79	\$55,800						
7	Crack Sealant	50,000	Lbs	Del											\$0.568	\$28,400		
				PU												\$0.538	\$26,900	
8	Crafco SuperShot 125DC	2	Month	Del											\$4,500	\$9,000		
9	Crafco Mastic One (no box)	80,000	Lbs	Del											\$0.780	\$62,400		
10	Crafco Mastic One (with box)			Del												\$0.740	\$59,200	
11	Crafco Pathcer II	2	Month	Del											\$7,400	\$14,800		

**Bid Tabulation
Aggregates
February 26, 2026**

				ACCURATE EXCAVATORS 2821 Central Ave Muskegon, MI 49445 231-766-0557		ALPINE CONTRACTING 42 E 88th St Newaygo, MI 49337 231-414-1743		MCCORMICK SAND 5430 Russel Rd Twin Lake, MI 49457 231-766-0466		VERPLANK TRUCKING CO PO Box 8 Ferrysburg, MI 49409 616-842-1448		YELLOW ROSE TRANSPORT 16861 120th Ave Nunica, MI 49448 616-534-0077		
	Description	Qty.	Unit	Del or PU	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Coarse Stone-sand 32FA/H1	250	Ton	Del							\$31.50	\$7,875	\$28.17	\$7,043
				PU										
2	Road Slag 22A	5,000	Ton	Del							\$21.75*	\$108,750	\$21.47	\$107,350
3	Natural Road Gravel 22A, 23A	250	Ton	Del			\$18.30	\$4,575			\$17.50	\$4,375	\$17.00	\$4,250
				PU			\$12.50	\$3,125						
4	2NS Sand/Torpedo Sand	250	Ton	Del							\$14.25	\$3,563	\$13.75	\$3,438
				PU										
5	Screened Top Soil	500	Cu Yd	Del	\$11.95	\$5,975	\$29.00	\$14,500	\$17.75	\$8,875	\$12.00	\$6,000	\$11.50	\$5,750
				PU	\$10.00	\$5,000	\$20.00	\$10,000	\$14.50	\$7,250				
6	Fill Sand (Class II or IIIA, Not Beach Sand)	2,000	Cu Yd	Del	\$8.75	\$17,500	\$14.30	\$28,600	\$8.75	\$17,500	\$11.15	\$22,300	\$11.75	\$23,500
				PU	\$4.50	\$9,000	\$9.00	\$18,000	\$5.15	\$10,300				

*The Road slag 22A vendor was selected using Local Preference as outlined in the Purchasing Policy (lowest qualified local bid/price is within 2% or less of the lowest qualified non-local bid).

Bid Tabulation
Concrete
February 26, 2026

Bid selection is based on 6-sack mix which is the most commonly used product, along with consideration of other charges. It should also be noted that concrete purchases may include several miscellaneous charges, including, but not limited to, hot water, chloride, winter price, and extra unload time.

				CONSUMERS CONCRETE 3506 Lovers Ln Kalamazoo, MI 49001 269-760-3805	PORT CITY REDI MIX 1780 S Sheridan Dr Muskegon, MI 49442 231-777-2777
	Description	Qty.	Unit	Unit Price	Unit Price
1	5-sack Mix		Cu Yd	\$147.50	\$146.00
2	6-sack Mix		Cu Yd	\$147.50	\$154.00
3	7-sack Mix		Cu Yd	\$158.00	\$162.00
4	9-sack Mix		Cu Yd	\$181.00	\$178.00
5	Minimum Load		Cu Yd	2	2
6	Small Load Charge	4-5	Cu Yd	\$100.00	\$110.00
		3-4	Cu Yd	\$150.00	\$160.00
		2-3	Cu Yd	\$150.00	\$160.00
		1-2	Cu Yd	\$200.00	
7	Separate Location Drop Charge		per drop	\$100.00 <i>(only if driver washes out)</i>	\$60.00
8	Extra Unloading Time Charge		\$ per hr	\$150.00 <i>(after 45 min. of unloading)</i>	\$100.20
9	Winter Charge		Cu Yd	\$13.00 <i>(Dec to Mar)</i>	\$12.00 <i>(Dec to Mar)</i>
			Cu Yd	\$6.50 <i>(Oct 15 to Nov 30 & Apr)</i>	\$7.00 <i>(Nov & Apr)</i>
10	Chloride - 1%		Cu Yd	\$3.00	\$3.25
11	Chloride - 2%		Cu Yd	\$6.00	\$6.50
12	Other Charges			\$60.00 fuel surcharge <i>(only on weight-restricted roads)</i>	



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: 2026 Lift Station Improvements Contract Award							
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works							
Brief Summary: Staff requests authorization to enter into a contract with JK of Michigan in the amount of \$911,500 for improvements to four lift stations.								
Detailed Summary & Background: In April of 2025, Fleis & VandenBrink was hired to design improvements to two lift stations (known as the Sherman and the Industrial Park lift stations). In September of 2025, staff identified two more lift stations (known as the Beach St and the Barney Ave lift stations) in need of improvement, and Commission approved adding them to the contract. The project was put out for bids this winter and we received two (2) bids as shown on the attached page. JK of Michigan is out of Jackson, is well-known to Fleis & VandenBrink and capable, and is recommended for the award. The bid price is under the budgeted amount of \$1,000,000. The project will be completed this year with no interruption of service to any customers.								
Goal/Action Item: 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Maximized efficient use of existing infrastructure								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: \$911,500.00	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
Fund(s) or Account(s): 590 (Sewer)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
Recommended Motion: Move to authorize staff to enter into a contract with JK of Michigan in the amount of \$911,500 for improvements to the Sherman, Industrial Park, Beach St and Barney Ave lift stations.								
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 20%;"></td> </tr> </table>	Immediate Division Head	<input checked="" type="checkbox"/>		Name the Policy/Ordinance Followed: Purchasing Policy				
Immediate Division Head	<input checked="" type="checkbox"/>							

Information Technology			
Other Division Heads			
Communication			
Legal Review			



FLEIS & VANDENBRINK

DESIGN. BUILD. OPERATE.

City of Muskegon

2026 Lift Station Improvements Project 872190

BID OPENING

BID DATE: Thursday, February 26, 2026 at 2:00 p.m.

Bidder	Bid Amount
1. Bazen Electric	
2. Hillard Electric	
3. Jackson-Merkey Contractors Inc	1,209,975.00
4. J.K. of Michigan	911,500.00
5. LGC Global	
6. Perceptive Controls	
7. Prime Vendor Inc	
8. Schneider Electric	
9.	
10.	

316 Morris Avenue, Suite 230
Muskegon, MI 49440
P: 231.726.1000
F: 231.726.2200
www.fveng.com



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Richards Park Proposals - ADA Kayak Launch							
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks							
Brief Summary: <p>Staff requests authorization to contract with BMC for construction of an ADA-accessible kayak launch at Richards Park for \$156,590.</p>								
Detailed Summary & Background: <p>Following the 2024 park master plan update, the Parks & Recreation Department released a bid for construction design services for 4 park Master Plan improvements (Richards, Kruse, Hartshorn and McGraft). These improvements were all heavily supported by the Parks & Recreation Advisory Committee with City Commission ultimately approving the Parks Capital Improvement plan. Fleis & Vanderbrick was selected as the construction design service and developed construction plans for these new or updated park amenities. This ADA-accessible kayak launch is intended to enhance equitable waterfront access and remove barriers for residents and visitors with mobility challenges. This was identified as a priority through the 2024 Park Master Plan process and reflects strong community support for expanding waterfront accessibility.</p> <p>The proposed improvements at Richards Park include installation of an ADA-accessible kayak launch, construction of accessible parking spaces, and development of a ADA-compliant accessible route connecting the parking area to the launch site. This project will be complete by the Fall of 2026.</p> <p>The lowest qualifying bid that staff recommends for this project is BMC with a cost of \$156,590. Bultsema Construction's bid does not include the specified pre-manufactured ADA-accessible kayak launch equipment, and so is actually about \$30,000 higher than it appears.</p>								
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Parks and Recreation Department and Services								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: \$156,590	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%; padding: 2px;">Yes</td> <td style="width: 12.5%; padding: 2px;">x</td> <td style="width: 12.5%; padding: 2px;">No</td> <td style="width: 12.5%; padding: 2px;"></td> <td style="width: 12.5%; padding: 2px;">N/A</td> <td style="width: 12.5%; padding: 2px;"></td> <td style="width: 12.5%; padding: 2px;"></td> </tr> </table>	Yes	x	No		N/A		
Yes	x	No		N/A				

Fund(s) or Account(s): 482 (ARPA)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">No</td> <td style="width: 16.6%; text-align: center;">x</td> <td style="width: 16.6%;">N/A</td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No	x	N/A	
Yes		No	x	N/A			

Recommended Motion:
 Move to authorize staff to contract with BMC for construction of an ADA-accessible kayak launch at Richards Park for \$156,590.

Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></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	x		Information Technology			Other Division Heads			Communication			Legal Review			<u>Name the Policy/Ordinance Followed:</u> Purchasing Policy
Immediate Division Head	x															
Information Technology																
Other Division Heads																
Communication																
Legal Review																



**City of Muskegon
Richards Park Improvements
Bid Tabulations**

Job: 873460

Date: 2/26/2026

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Bultsema Construction		BMC Contractors		TJM Services		Double L Enterprises		Tridonn Construction Co		AnLaan Corporation		Patron Construction	
				BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT
1	General Conditions, Bonds, & Insurance (10% Max)	Lsum	1	\$12,749.10	\$12,749.10	\$8,000.00	\$8,000.00	\$15,400.00	\$15,400.00	\$14,437.25	\$14,437.25	\$19,596.60	\$19,596.60	\$15,000.00	\$15,000.00	\$27,393.00	\$27,393.00
2	Traffic Control	Lsum	1	\$2,880.00	\$2,880.00	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$1,250.00	\$1,250.00	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00
3	Removals	Lsum	1	\$37,620.00	\$37,620.00	\$22,560.00	\$22,560.00	\$3,300.00	\$3,300.00	\$11,010.80	\$11,010.80	\$22,890.00	\$22,890.00	\$20,000.00	\$20,000.00	\$24,150.00	\$24,150.00
4	Soil Erosion Control	Lsum	1	\$1,800.00	\$1,800.00	\$600.00	\$600.00	\$1,320.00	\$1,320.00	\$750.00	\$750.00	\$1,090.00	\$1,090.00	\$5,000.00	\$5,000.00	\$1,150.00	\$1,150.00
5	Turbidity Curtain	Lsum	1	\$4,500.00	\$4,500.00	\$1,760.00	\$1,760.00	\$1,760.00	\$1,760.00	\$2,814.00	\$2,814.00	\$1,526.00	\$1,526.00	\$1,000.00	\$1,000.00	\$1,610.00	\$1,610.00
6	Site Preparation & Grading	Lsum	1	\$11,700.00	\$11,700.00	\$9,500.00	\$9,500.00	\$33,000.00	\$33,000.00	\$27,450.83	\$27,450.83	\$5,450.00	\$5,450.00	\$30,500.00	\$30,500.00	\$5,750.00	\$5,750.00
7	Cash Allowance	Dlr	1	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
8	Plain Riprap	Syd	20	\$540.86	\$10,817.20	\$260.00	\$5,200.00	\$220.00	\$4,400.00	\$9,975.00	\$199,500.00	\$136.25	\$2,725.00	\$250.00	\$5,000.00	\$143.75	\$2,875.00
9	4" Concrete Sidewalk	Sft	325	\$8.40	\$2,730.00	\$7.00	\$2,275.00	\$7.70	\$2,502.50	\$11.57	\$3,760.25	\$5.70	\$1,852.50	\$14.00	\$4,550.00	\$12.50	\$4,062.50
10	6" Concrete Sidewalk	Sft	150	\$10.20	\$1,530.00	\$10.00	\$1,500.00	\$9.90	\$1,485.00	\$13.65	\$2,047.50	\$8.75	\$1,312.50	\$11.50	\$1,725.00	\$15.00	\$2,250.00
11	6" Nonreinforced Concrete Pavement	Sft	490	\$10.20	\$4,998.00	\$10.00	\$4,900.00	\$8.80	\$4,312.00	\$13.65	\$6,688.50	\$6.88	\$3,371.20	\$11.50	\$5,635.00	\$7.70	\$3,773.00
12	Aggregate Drive & Parking	Syd	1,230	\$14.15	\$17,404.50	\$16.50	\$20,295.00	\$16.50	\$20,295.00	\$8.79	\$10,811.70	\$38.15	\$46,924.50	\$25.00	\$30,750.00	\$40.20	\$49,446.00
13	Boat Launch Aggregate	Syd	50	\$363.60	\$18,180.00	\$68.00	\$3,400.00	\$22.00	\$1,100.00	\$110.88	\$5,544.00	\$1.09	\$54.50	\$32.00	\$1,600.00	\$1.15	\$57.50
14	Kayak Launch and Gangway	Lsum	1	\$3,000.00	\$3,000.00	\$58,500.00	\$58,500.00	\$63,800.00	\$63,800.00	\$61,150.25	\$61,150.25	\$62,602.10	\$62,602.10	\$57,433.12	\$57,433.12	\$67,912.00	\$67,912.00
15	Barrier Free Space Striping & Marking	Lsum	1	\$2,400.00	\$2,400.00	\$2,600.00	\$2,600.00	\$660.00	\$660.00	\$472.50	\$472.50	\$463.25	\$463.25	\$800.00	\$800.00	\$490.88	\$490.88
16	Barrier Free Parking Sign	Ea	2	\$480.00	\$960.00	\$600.00	\$1,200.00	\$660.00	\$1,320.00	\$128.19	\$256.38	\$308.05	\$616.10	\$350.00	\$700.00	\$296.22	\$592.44
17	Concrete Wheel Stop	Ea	2	\$600.00	\$1,200.00	\$450.00	\$900.00	\$275.00	\$550.00	\$211.66	\$423.32	\$122.10	\$244.20	\$200.00	\$400.00	\$3.44	\$6.88
18	Acer x Freemanii 'Armstrong', 3" Cal.	Ea	1	\$967.20	\$967.20	\$2,200.00	\$2,200.00	\$1,320.00	\$1,320.00	\$1,242.58	\$1,242.58	\$924.32	\$924.32	\$1,260.00	\$1,260.00	\$1,449.00	\$1,449.00
19	Surface Restoration and Seeding	Syd	800	\$17.58	\$14,064.00	\$6.50	\$5,200.00	\$11.00	\$8,800.00	\$8.53	\$6,824.00	\$4.01	\$3,208.00	\$13.00	\$10,400.00	\$14.40	\$11,520.00
Total:				\$155,000.00	\$155,000.00	\$156,590.00	\$156,590.00	\$171,924.50	\$171,924.50	\$361,933.86	\$361,933.86	\$180,350.77	\$180,350.77	\$197,753.12	\$197,753.12	\$209,988.20	\$209,988.20
As-Read:				\$155,000.00	\$155,000.00	\$156,590.00	\$156,590.00	\$171,924.50	\$171,924.50	\$172,498.13	\$172,498.13	\$180,321.42	\$180,321.42	\$197,753.12	\$197,753.12	\$210,745.77	\$210,745.77
Difference:				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189,435.73	\$189,435.73	\$29.35	\$29.35	\$0.00	\$0.00	-\$757.57	-\$757.57

Denotes an error in Contractor's Bid Amount
Noted



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Kruse Park - ADA-accessible Beach Access Ramp
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks
Brief Summary: <p>Staff requests authorization to contract with Midwest Construction in the amount of \$331,821 for the construction of an ADA-accessible beach access ramp at Kruse Park.</p>	
Detailed Summary & Background: <p>Following the 2024 park master plan update, the Parks & Recreation Department released a bid for construction design services for 4 park Master Plan improvements (Richards, Kruse, Hartshorn and McGraft). These improvements were all heavily supported by the Parks & Recreation Advisory Committee with City Commission ultimately approving the Parks Capital Improvement plan. Fleis & Vanderbrick was selected as the construction design service and developed construction plans for these new or updated park amenities. Replacement of the beach access ramp at Kruse Park that was lost during the 2020 high water event has long been desired by staff and the community. Restoration of this access is necessary to reestablish universal connectivity between the park and the Lake Michigan shoreline and supports the accessibility objectives outlined in the current Parks Improvement Plan.</p> <p>The ramp design incorporates resiliency measures intended to mitigate impacts from future high water events and shoreline erosion. Specifically, the structure will include designated "sacrificial" sections engineered to fail or be removed in a controlled manner under extreme conditions. This modular approach, recommended by City of Muskegon engineering staff, will hopefully allow damaged segments to be replaced independently without compromising the structural integrity of the entire ramp system. The ramp components will be securely anchored under normal operating conditions.</p> <p>Staff recommends the lowest qualifying bid of \$331,821 from Midwest Construction. The bid from Patron Construction does not include pile-driving equipment which Fleis & VandenBrink and the other contractors all felt necessary. Midwest also offered (in their original bid) a 9% discount if awarded multiple contracts, reducing the apparent price difference.</p>	
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life	
Is this a repeat item?:	

Explain what change has been made to justify bringing it back to Commission:

Amount Requested:

\$331,821

Budgeted Item:

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------	-----	--------------------------	--------------------------

Fund(s) or Account(s):

482 (ARPA)

Budget Amendment Needed:

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
-----	--------------------------	----	-------------------------------------	-----	--------------------------	--------------------------

Recommended Motion:

Move to authorize staff to contract with Midwest Construction in the amount of \$331,821 for the construction of an ADA-accessible beach access ramp at Kruse Park.

Approvals:

Immediate Division Head	<input checked="" type="checkbox"/>	
Information Technology	<input type="checkbox"/>	
Other Division Heads	<input type="checkbox"/>	
Communication	<input type="checkbox"/>	
Legal Review	<input type="checkbox"/>	

Name the Policy/Ordinance Followed:

Purchasing Policy



City of Muskegon
Kruse Park Boardwalk
Bid Tabulations

Job: 873460
 Date: 2/26/2026

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Patron Construction		Midwest Construction Group		Riverworks Construction		TJM Services		Tridonn Construction Co	
				BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT
1	General Conditions, Bonds, & Insurance (10% Max)	Lsum	1	\$28,872.00	\$28,872.00	\$33,053.73	\$33,053.73	\$25,000.00	\$25,000.00	\$51,150.00	\$51,150.00	\$21,183.00	\$21,183.00
2	Pedestrian Barricades	Lsum	1	\$1,380.00	\$1,380.00	\$9,187.50	\$9,187.50	\$5,000.00	\$5,000.00	\$550.00	\$550.00	\$2,232.00	\$2,232.00
3	Soil Erosion Control	Lft	430	\$8.60	\$3,698.00	\$11.00	\$4,730.00	\$9.00	\$3,870.00	\$6.60	\$2,838.00	\$16.34	\$7,026.20
4	Remove Existing Landing Section	Lsum	1	\$1,751.00	\$1,751.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$1,320.00	\$1,320.00	\$630.00	\$630.00
5	Site Preparation & Grading	Lsum	1	\$0.00	\$0.00	\$25,625.00	\$25,625.00	\$20,000.00	\$20,000.00	\$11,000.00	\$11,000.00	\$5,670.00	\$5,670.00
6	Cash Allowance	Dir	1	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
7	Pile Driving Equipment, Furn	Lsum	1	N/A*	N/A*	\$26,750.00	\$26,750.00	\$170,000.00	\$170,000.00	\$27,500.00	\$27,500.00	\$178,200.00	\$178,200.00
8	Pile, Treated Timber, Furn and Driven, 6x6 Inch	Lft	6,660	\$3.09	\$20,579.40	\$5.07	\$33,766.20	\$0.10	\$666.00	\$28.60	\$190,476.00	\$39.99	\$266,333.40
9	Boardwalk Ramp and Landings	Sft	3,000	\$67.67	\$203,010.00	\$54.80	\$164,400.00	\$80.00	\$240,000.00	\$68.20	\$204,600.00	\$48.17	\$144,510.00
10	Sign Relocation	Ea	1	\$997.00	\$997.00	\$2,250.00	\$2,250.00	\$2,000.00	\$2,000.00	\$440.00	\$440.00	\$369.00	\$369.00
11	Dune Grass Planting	Syd	880	\$39.64	\$34,883.20	\$15.71	\$13,824.80	\$48.00	\$42,240.00	\$40.70	\$35,816.00	\$35.06	\$30,856.32
12	Mulch Blanket	Syd	880	\$1.57	\$1,381.60	\$3.13	\$2,754.40	\$5.00	\$4,400.00	\$4.40	\$3,872.00	\$3.39	\$2,983.20
Total:					\$302,052.20		\$331,841.63		\$521,676.00		\$535,062.00		\$665,493.12
As-Read:					\$301,738.00		\$331,821.10		\$521,676.00		\$535,062.00		\$654,038.00
Difference:					\$314.20		\$20.53		\$0.00		\$0.00		\$11,455.12

Denotes an error in Contractor's Bid Amount Noted
 * Piles to be jettied "not driven"

Bid Alternates

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Patron Construction		Midwest Construction Group		Riverworks Construction		TJM Services		Tridonn Construction Co	
				BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT
8A	6x6 Pile with Concrete Footing Pad	Lft	2,850	N/A	N/A	\$3.41	\$9,718.50	\$0.00	N/A	\$93.50	\$266,475.00	-\$65.09	-\$185,506.50
Total:					N/A		\$9,718.50		N/A		\$266,475.00		-\$185,506.50
As-Read:							\$9,729.60				\$266,475.00		-\$185,512.00
Difference:							-\$11.10				\$0.00		\$5.50

2960 Lucerne Drive SE
 Grand Rapids, MI 49546
 P: 616.977.1000
 F: 616.977.1005
 www.fveng.com



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Hartshorn Park - ADA-accessible Fishing							
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks							
<p>Brief Summary: Staff requests authorization to contract with Tridon Construction in the amount of \$152,136.45 for construction of an ADA-accessible fishing area at Hartshorn Park.</p>								
<p>Detailed Summary & Background:</p> <p>Following the 2024 park master plan update, the Parks & Recreation Department released a bid for construction design services for 4 park master plan improvements (Richards, Kruse, Hartshorn and McGraft). These improvements were all heavily supported by the Parks & Recreation Advisory Committee with City Commission ultimately approving the Parks Capital Improvement plan. Fleis & Vanderbrick was selected as the construction design service and developed construction plans for these new or updated park amenities. The addition of an ADA-accessible fishing component aligns with the City's broader goal of improving accessibility across the park system and was identified as a desired improvement during the master plan engagement process.</p> <p>This project includes development of an accessible fishing feature designed to expand inclusive waterfront recreation opportunities. This amenity will be constructed along the sea wall just northwest of the Hartshorn boat launch. This is a popular location for locals and visitors to fish but the area has a variable shoreline and many sandy spots. By paving the area, adding sidewalks, and installing a toe-rail and seating, this improvement allows everyone - including those with mobility challenges - to have a clear path to park and access Muskegon Lake for fishing or other recreational purposes.</p> <p>The lowest qualified bid for this project which staff recommends is \$152,136.45 from Tridon Construction.</p>								
<p>Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Improved access to waterways</p>								
<p>Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:</p>								
<p>Amount Requested: \$152,000</p>	<p>Budgeted Item:</p> <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%;"><input checked="" type="checkbox"/></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%;"></td> <td style="width: 12.5%;"></td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No		N/A		
Yes	<input checked="" type="checkbox"/>	No		N/A				
<p>Fund(s) or Account(s): 482 (ARPA)</p>	<p>Budget Amendment Needed:</p>							

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

Recommended Motion:

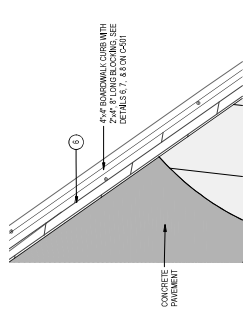
Move to authorize staff to contract with Tridon Construction in the amount of \$152,136.45 for construction of an ADA-accessible fishing area at Hartshorn Park.

Approvals:

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

Name the Policy/Ordinance Followed:

Purchasing Policy



BOARDWALK CAP ENLARGEMENT
 SCALE: 1" = 5'

QTY	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	COMMENTS
2	AR	OCTOBER GLORY RED MAPLE	Acer glabrum 'October Glory'	2 1/2"	100% FULL AND EVENLY BRANCHED
2	AL	AMERICAN LINDBERGH	Thuja americana	2 1/2"	100% FULL AND EVENLY BRANCHED
1,000	DG	DUNE GRASS/AMERICAN BEACH GRASS	Ammophila breviligularis		12" OC, 50% SPACING, 1" SPACING PER POLE

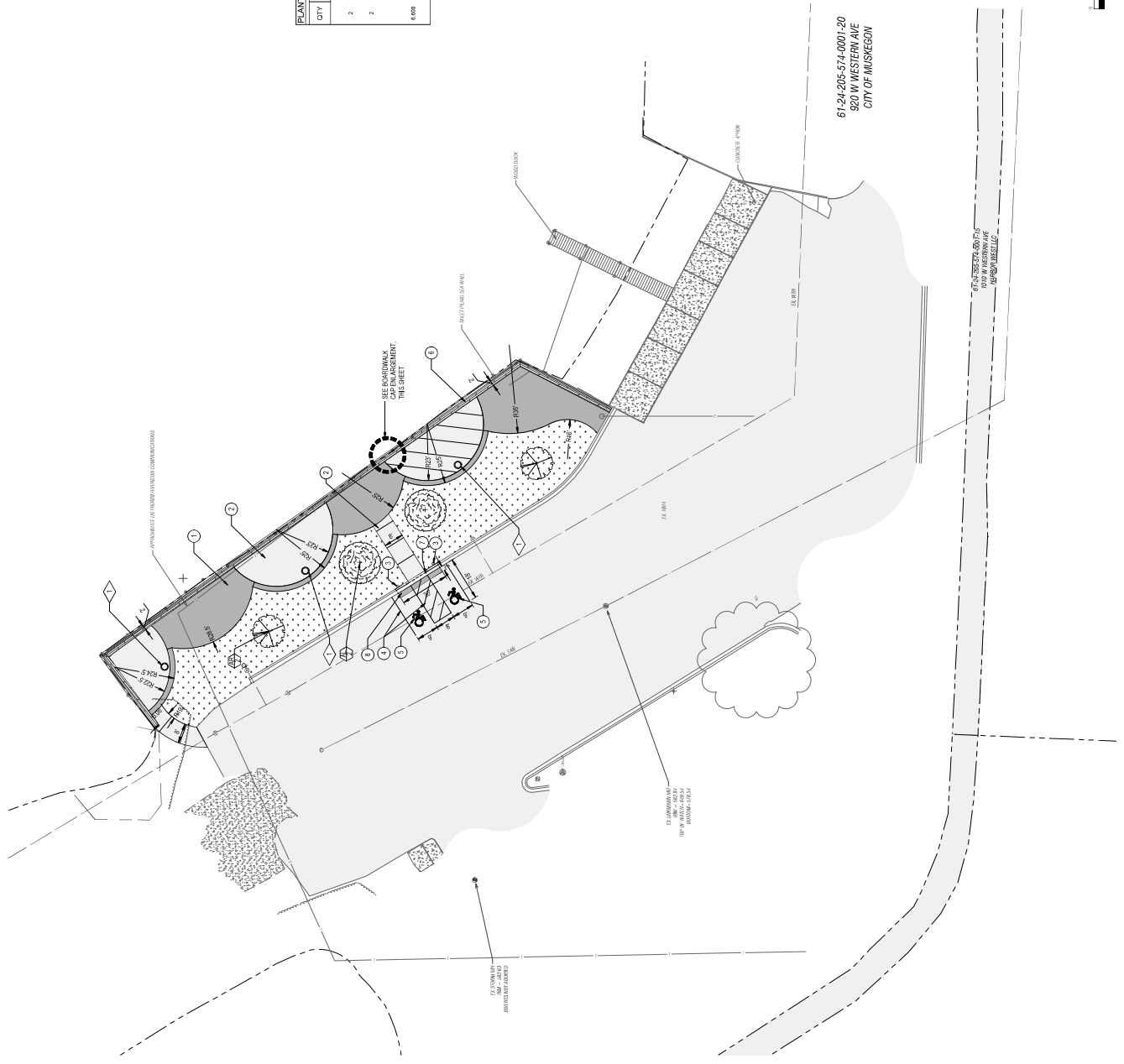
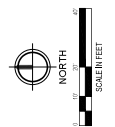
SITE FURNISHING LEGEND

- 1. 4" CONCRETE COLOR A (1,000)
- 2. 4" CONCRETE COLOR B (2,000)
- 3. BARBER-FREE SIGN (2)
- 4. BOARDWALK CAP (600)
- 5. 100" FT CORR & OUTER (20)
- 6. 100" FT CORR & OUTER (40)
- 7. 100" FT CORR & OUTER (40)

ITEM	QTY	UNIT
4" CONCRETE COLOR A	2,000	SFT
4" CONCRETE COLOR B	2,000	SFT
BARBER-FREE SIGN	2	EA
BOARDWALK CAP	600	SFT
100" FT CORR & OUTER	20	FT
100" FT CORR & OUTER	40	SFT

PROPOSED LEGEND

- CONCRETE COLOR A
- CONCRETE COLOR B
- BOARDWALK
- BARBER-FREE SIGN
- BOARDWALK CAP
- 100" FT CORR & OUTER
- 100" FT CORR & OUTER
- 100" FT CORR & OUTER



**City of Muskegon
Hartshorn Marina Improvements
Bid Tabulations**

Job: 873460
Date: 2/26/2026

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Tridonn Construction Co		Patron Construction		Midwest Construction Group		TJM Services	
				BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT
1	General Conditions, Bonds, & Insurance (10% Max)	Lsum	1	\$18,040.59	\$18,040.59	\$19,460.00	\$19,460.00	\$22,832.50	\$22,832.50	\$16,500.00	\$16,500.00
2	Removals	Lsum	1	\$2,725.00	\$2,725.00	\$2,875.00	\$2,875.00	\$21,975.20	\$21,975.20	\$2,200.00	\$2,200.00
3	Soil Erosion Control	Lsum	1	\$654.00	\$654.00	\$690.00	\$690.00	\$6,500.00	\$6,500.00	\$1,650.00	\$1,650.00
4	Site Preparation & Grading	Lsum	1	\$20,710.00	\$20,710.00	\$21,850.00	\$21,850.00	\$21,640.00	\$21,640.00	\$119,800.00	\$119,800.00
5	Cash Allowance	Dlr	1	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
6	Class II Sand Backfill	Cyd	50	\$10.90	\$545.00	\$11.50	\$575.00	\$129.60	\$6,480.00	\$27.50	\$1,375.00
7	4" Colored Concrete	Sft	4,600	\$9.85	\$45,310.00	\$12.70	\$58,420.00	\$14.21	\$65,366.00	\$7.70	\$35,420.00
8	MDOT F4 Curb & Gutter	Ft	20	\$53.98	\$1,079.60	\$22.00	\$440.00	\$180.00	\$3,600.00	\$1,320.00	\$26,400.00
9	Subbase	Cyd	2	\$10.90	\$21.80	\$11.50	\$23.00	\$24.00	\$48.00	\$55.00	\$110.00
10	8 Inch Aggregate Base	Syd	5	\$32.70	\$163.50	\$34.50	\$172.50	\$36.00	\$180.00	\$110.00	\$550.00
11	HMA Hand Patch	Ton	1	\$1,090.00	\$1,090.00	\$690.00	\$690.00	\$3,360.00	\$3,360.00	\$2,200.00	\$2,200.00
12	Barrier Free Space Striping & Marking	Lsum	1	\$463.25	\$463.25	\$491.00	\$491.00	\$684.00	\$684.00	\$660.00	\$660.00
13	Boardwalk Cap	Sft	600	\$52.93	\$31,758.00	\$60.28	\$36,168.00	\$77.58	\$46,548.00	\$38.50	\$23,100.00
14	Boardwalk Curb	Ft	285	\$32.44	\$9,245.40	\$7.00	\$1,995.00	\$16.46	\$4,691.10	\$22.00	\$6,270.00
15	Barrier Free Parking Sign	Ea	2	\$302.47	\$604.94	\$559.00	\$1,118.00	\$330.00	\$660.00	\$660.00	\$1,320.00
16	Surface Mounted Bench	Ea	3	\$1,478.94	\$4,436.82	\$1,667.67	\$5,003.01	\$1,356.48	\$4,069.44	\$1,430.00	\$4,290.00
17	Deciduous Tree, 2 1/2 Inch Cal.	Ea	4	\$986.18	\$3,944.72	\$1,265.00	\$5,060.00	\$1,085.70	\$4,342.80	\$1,320.00	\$5,280.00
18	Dune Grass Restoration	Syd	735	\$10.38	\$7,629.30	\$20.71	\$15,221.85	\$11.43	\$8,401.05	\$30.80	\$22,638.00
19	Mulch Blanket	Syd	560	\$2.73	\$1,528.80	\$3.64	\$2,038.40	\$3.00	\$1,680.00	\$4.40	\$2,464.00
Total:				\$152,150.72	\$152,150.72	Total:	\$174,490.76	Total:	\$225,258.09	Total:	\$274,427.00
As-Read:				\$152,136.45			\$178,000.00		\$225,226.47		\$274,427.00
Difference:				\$14.27			-\$3,509.24		\$31.62		

Denotes an error in Contractor's Bid Amount
Noted

Bid Alternate

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Tridonn Construction Co		Patron Construction		Midwest Construction Group		TJM Services	
				BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT
13A	Steel Cap	Lft	285	\$79.37	\$22,620.45	N/A	N/A	\$65.79	\$18,750.15	\$49.50	\$14,107.50
Total:				\$22,620.45	\$22,620.45	Total:	\$0.00	Total:	\$18,750.15	Total:	\$14,107.50
As-Read:									\$18,750.00		
Difference:									\$0.15		



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: McGraft Park - Pickleball Courts
Submitted by:	Department: DPW- Parks
<p>Brief Summary: Staff requests authorization to contract with Midwest Construction for the McGraft Park Pickleball Courts for \$363,055.</p>	
<p>Detailed Summary & Background:</p> <p>Following the 2024 park master plan update, the Parks & Recreation Department released a bid for construction design services for 4 park Master Plan improvements (Richards, Kruse, Hartshorn and McGraft). These improvements were all heavily supported by the Parks & Recreation Advisory Committee with City Commission ultimately approving the Parks Capital Improvement plan. Fleis & Vanderbrick was selected as the construction design service and developed construction plans for these new or updated park amenities. Public input collected during the 2024 Park Master Plan process demonstrated significant and growing demand for pickleball facilities within the community. Converting the underutilized tennis courts at McGraft Park to a multi-court pickleball configuration allows the City to respond to evolving recreational trends while maximizing existing infrastructure and park space.</p> <p>The proposed improvements at McGraft Park include conversion of 4 of the existing tennis courts to pickleball courts, including installation of new court surfacing and updated fencing. The City's intention is to leave 2 remaining tennis courts east of the new pickleball area for future tennis use. Prior to this plan, staff did connect with Muskegon Public schools to discuss the need for tennis courts/programs. The feedback received was that 2 tennis courts would be suffice for the possibility of a revived local tennis team in the future.</p> <p>Also seen on the plan, the City intends to connect the current parking lot to the north of the basketball court to another set of 4 tennis courts, remove the nets and fencing, and resurface them for expanded parking. Much of this work will be done with City forces. With McGraft Park and its community center being heavily rented and programmed, a polling location, home of the City's well-loved McGraft Concern Series, and now an in-demand pickleball facility, additional parking need is anticipated and already called for by frequent users of the park. This repurposing will save the City the expense of creating an entirely new parking area, and also helps to address the blight of additional deteriorating tennis courts that are not well used.</p> <p>The lowest qualifying bid for this project was Midwest Construction Group at \$363,055.</p>	
Goal/Action Item:	
Is this a repeat item?:	

Explain what change has been made to justify bringing it back to Commission:

Amount Requested:

\$363,055

Budgeted Item:

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------	-----	--------------------------	--------------------------

Fund(s) or Account(s):

482 (ARPA)

Budget Amendment Needed:

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
-----	--------------------------	----	-------------------------------------	-----	--------------------------	--------------------------

Recommended Motion:

Move to authorize staff to contract with Midwest Construction for the McGraft Park Pickleball Courts for \$363,055.

Approvals:

Immediate Division Head	<input checked="" type="checkbox"/>	
Information Technology	<input type="checkbox"/>	
Other Division Heads	<input type="checkbox"/>	
Communication	<input type="checkbox"/>	
Legal Review	<input type="checkbox"/>	

Name the Policy/Ordinance Followed:

Purchasing Policy

**City of Muskegon
McGraft Park Improvements
Bid Tabulations**

Job: 873460
Date: 2/26/2026

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Midwest Construction Group		Bultsema Construction		Tridonn Construction Co	
				BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT
1	General Conditions, Bonds, & Insurance (10% Max)	Lsum	1	\$35,503.10	\$35,503.10	\$33,120.15	\$33,120.15	\$14,104.00	\$14,104.00
2	Removals	Lsum	1	\$29,939.20	\$29,939.20	\$19,721.00	\$19,721.00	\$22,140.00	\$22,140.00
3	Pickleball Court Area Surface Grinding & Preparation	Sft	22,000	\$1.38	\$30,360.00	\$1.75	\$38,500.00	\$1.73	\$38,060.00
4	Tennis Court Surface Cleaning	Sft	15,000	\$0.40	\$6,000.00	\$0.36	\$5,400.00	\$0.36	\$5,400.00
5	Cash Allowance	Dlr	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
6	Stormwater Grate & Frame	Ea	1	\$840.00	\$840.00	\$3,269.00	\$3,269.00	\$2,484.00	\$2,484.00
7	Lighting Conduit	Ft	385	\$24.65	\$9,490.25	\$18.17	\$6,995.45	\$47.76	\$18,387.60
8	4" Concrete Pavement	Sft	4,350	\$8.19	\$35,626.50	\$6.10	\$26,535.00	\$6.66	\$28,971.00
9	Modified Curb & Gutter	Ft	60	\$56.00	\$3,360.00	\$43.58	\$2,614.80	\$48.93	\$2,935.80
10	Pavement Striping	Lsum	1	\$1,020.00	\$1,020.00	\$2,724.00	\$2,724.00	\$459.00	\$459.00
11	Black Vinyl Clad Chain Link Fence, 8 Foot Height	Ft	1,100	\$62.70	\$68,970.00	\$92.09	\$101,299.00	\$85.02	\$93,522.00
12	Black Vinyl Clad Chain Link Fence, 4 Foot Height	Ft	700	\$65.69	\$45,983.00	\$63.25	\$44,275.00	\$83.51	\$58,457.00
13	Black Vinyl Clad Chain Link Gate, 4 Foot Width	Ea	8	\$1,200.00	\$9,600.00	\$1,090.00	\$8,720.00	\$1,047.00	\$8,376.00
14	Pickleball Posts & Net	Ea	8	\$1,546.80	\$12,374.40	\$3,650.00	\$29,200.00	\$3,618.00	\$28,944.00
15	Pickleball Court Color Surfacing & Striping	Syd	2,500	\$27.66	\$69,150.00	\$18.48	\$46,200.00	\$18.32	\$45,800.00
16	Turf Establishment	Sft	6,085	\$0.22	\$1,338.70	\$1.96	\$11,926.60	\$2.22	\$13,508.70
Total:					\$363,055.15	Total:	\$384,000.00	Total:	\$385,049.10

Denotes an error in Contractor's Bid Amount
Noted

As-Read: \$362,966.66 \$384,000.00 \$384,936.00
Difference: \$88.49 \$0.00 \$113.10

Bid Alternates

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Midwest Construction Group		Bultsema Construction		Tridonn Construction Co	
				BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT
1	Synthetic Turf	Sft	2,760	\$12.29	\$33,920.40	\$23.60	\$65,136.00	\$19.94	\$55,034.40
2	Cash Allowance	Dlr	1	\$10,000.00	\$10,000.00	No Bid	No Bid	\$18,876.00	\$18,876.00
3	Southern Tennis Courts Surface Removal	Sft	25,000	\$0.69	\$17,250.00	\$0.83	\$20,750.00	\$0.75	\$18,750.00
Total:					\$61,170.40	Total:	\$85,886.00	Total:	\$92,660.40



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Washwater Pump Valves Replacement
--	---

Submitted by: Joshua Parmer, Water Filtration	Department: Public Works
--	---------------------------------

Brief Summary:

Staff is requesting authorization to contract with Underwater Construction Corporation (UCC) for \$179,340.00 to perform foot valve replacement, cleaning, and inspection at the Water Filtration Plant.

Detailed Summary & Background:

The Filtration plant has 3 Washwater pumps used to back flush filters as filtered sediment builds, extending the life of filter media. 2 out of the 3 pumps are original to the 1936 construction of the filtration plant, including their foot and isolation valves. Most recently the foot valve on Washwater pump #3 has failed and needs replacement. This valve is located underwater in the finished water reservoir at the water plant. The original plan was to drain this section of the reservoir to install a new foot valve and perform the inspection while it was empty. However, the engineering firm overseeing the project determined that draining the reservoir was not recommended. As a result, staff rebid the project to account for the use of divers to complete the valve replacement and inspection underwater.

A proposal for bids was posted and 1 diving contractor's bid was received, Underwater Construction Corporation (UCC). UCC is an experienced commercial diving team that has previous experience with this type of work including work in the City's water reservoirs. UCC will follow AWWA C652 for proper disinfection and diving procedures to ensure water remains safe for consumption after work has been completed. This section of the reservoir will also be isolated during the work and will be tested to ensure water meets bacteriological, disinfectant, and turbidity standards before returning to service. Diving was used for inspections on the other sections of the reservoir in the summer of 2025 with no issues.

Staff recommends this project be awarded to Underwater Construction Corporation for the work described above.

Total Bid	Valve Replacement	Cleaning	Inspection
\$179,340	\$132,640	\$38,610	\$8,090

Goal/Action Item:

2027 Goal 4: Financial Infrastructure

Is this a repeat item?:

Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
\$179,340.00

Budgeted Item:

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

Fund(s) or Account(s):

591-901-801-092034

Budget Amendment Needed:

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

Recommended Motion:

Authorize staff to contract with Underwater Construction Corporation for \$179,340.00 to perform foot valve replacement, cleaning, and inspection at the Water Filtration Plant.

Approvals:

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

Name the Policy/Ordinance Followed:

Purchasing Policy

Bid Tabulation Summary

Bid Date: February 17, 2026	Bid Time (Local): 2:00 PM
Owner: City of Muskegon	
Project Title: Washwater Pump Foot Valve Replacement	
Project #: 2230492	

Number	Contractor Name	Bid Amount
1st	Underwater Construction Corporation 4295 N. Roosevelt Rd, Stevensville, MI 49127	\$179,340.00

Owner: City of Muskegon		1st Underwater Construction Corporation 4295 N. Roosevelt Rd Stevensville, MI 49127
Project Title: Washwater Pump Foot Valve Replacement		
Bid Date & Time: February 17, 2026 at 2:00 pm	Project #: 2230492	
BID SUMMARY		
Base Bid		\$179,340.00
SUPPLEMENTAL INFORMATION		
1. Lump sum cost to complete replacement of 2 foot valves with support		\$132,640.00
2. Lump sum cost to complete cleaning of WFP Reservoir No.2		\$38,610.00
3. Lump sum cost to conduct inspection of WFR Reservoir No. 2 and provide written report		\$8,090.00

Project Name: Washwater Pump Foot Valve Replacement
Project Number: 2230492

SECTION 00 42 00
BID PROPOSAL

Bid Proposal

Owner: City of Muskegon

Owner Address: 933 Terrace St, Muskegon, MI 49440

Project Title: Washwater Pump Foot Valve Replacement

Bid Date & Time: February 17, 2026 at 2:00 PM Project #: 2230492

The undersigned, being familiar with the site, drawings, specifications, and related documents, proposes to furnish all required labor, materials, tools and equipment to construct the project in accordance with the lump sum on the following sheets.

Date Prepared: 2-16-26

Receipt of Addenda

Receipt of Addenda 1 through 1 is hereby acknowledged.

Summary of Bids

Total Bid \$ 179,340.00

The Owner reserves the right to accept or reject any or all bids and to waive any irregularities in the bidding. No partial bids will be accepted.

Contractor's Signature

Underwater Construction Corporation 269-921-9002
Contractor's Name Telephone Number

4295 N. Roosevelt Rd Stevensville, MI 49127
Business Address City Zip Code

 Midwest Estimator 2-16-26
Signature Title Date

Seal (if bidder is a corporation)

Project Name: Washwater Pump Foot Valve Replacement
Project Number: 2230492

SECTION 00 42 00
BID PROPOSAL

Bid Proposal

Owner: City of Muskegon

Owner Address: 933 Terrace St, Muskegon, MI 49440

Project Title: Washwater Pump Foot Valve Replacement

Bid Date & Time: February 17, 2026 at 2:00 PM Project #: 2230492

SUPPLEMENTAL INFORMATION

This form must be filled out by each bidder. Failure to supply all information required by this form shall be sufficient reason to reject the bid.

1. Lump sum cost to complete replacement of two (2) foot valves, with supports.

\$ 132,640.00

2. Lump sum cost to complete cleaning of WFP Reservoir No. 2.

\$ 38,610.00

3. Lump sum cost to conduct inspection of WFP Reservoir No. 2 and provide written report.

\$ 8,090.00

No change from the above will be permitted without a rebate to the Owner. Owner is not obligated to accept any changes not in its best interest.

Project Name: Washwater Pump Foot Valve Replacement
Project Number: 2230492

SECTION 00 43 93
BID PROPOSAL CHECKLIST

Bid Proposal Checklist

Owner: City of Muskegon

Project Title: Washwater Pump Foot Valve Replacement

Project #: 2230492

This checklist is for the bidder's convenience and the Engineer's use. It should be reviewed thoroughly before submitting a bid.

- Bid submitted on time.
- Bid surety properly completed and enclosed.
- Addenda, if applicable, have been acknowledged and any revisions to the proposal completed.
- Bid proposal legally signed in ink.
- Contract Prices are completed in ink.
- All supplemental data required for equipment submitted as an alternate to Base Bid equipment.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Underwater Construction Corporation
110 Plains Road, P.O. Box 699
Essex, CT 06426

OWNER:

(Name, legal status and address)

City of Muskegon
933 Terrace Street
Muskegon, MI 49440

SURETY:

(Name, legal status and principal place of business)

Everest Reinsurance Company
100 Everest Way, Warren Corporate Center
Warren, NJ 07059
Mailing Address for Notices
1155 Avenue of the Americas, 8th Floor
New York, NY 10036

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Washwater Pump Foot Valve Replacement - Project No. 2230492

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of February, 2026.



(Witness)

Underwater Construction Corporation

(Principal) (Seal)

By: 

(Title)



(Witness)

Everest Reinsurance Company

(Surety) (Seal)

By: 

(Title) Nicole Roy, Attorney-in-Fact



**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at 100 Everest Way, Warren Corporate Center, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint: **Nicole Roy**

Bond No.: Bid Bond
Principal: Underwater Construction Corporation
Obligee: City of Muskegon

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

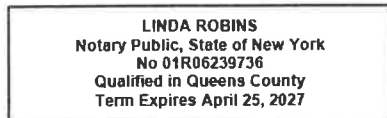
IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 22nd day of March 2023.



Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.



Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect. **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company, this 12th day of February 2026.



By: Sylvia Semerdjian, Assistant Secretary

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Michigan)
) ss.
County of Berrien)

Jerry Pena , being first duly sworn, deposes and says that:

1. He/She is Representative
(owner, partner, officer, representative, agent)

of Underwater Construction Coporation , the Bidder that has submitted the attached Bid to the City of Muskegon;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances thereto;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither said Bidder nor any of his/her officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract; nor has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other bid; nor to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder; nor to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Muskegon or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any part of its agents, representatives, owners, employees or parties in interest, including this affiant.

Jerry Pena
Signature
Jerry Pena Midwest Estimator
Printed Name and Title

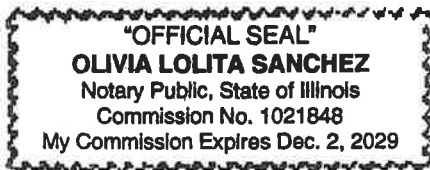
Subscribed and sworn to before me

This 18 day of February, 20 26

Olivia Lolita Sanchez

Notary
Title

My Commission expires December 2, 2029



Page No: 1	UCC Proposal L-3570R2	Date: February 16, 2026
Prepared By: Jerry Pena	Project Title: Potable water 18" Valve Installation	
Submitted To: Ms. Ann Marie Meisch	Project Location: 1900 Beach St. Muskegon, MI 49441	
City of Muskegon 933 Terrace Street Muskegon, MI 49440 Ann Marie Meisch Muskegon City Clerk 231-714-6705	Proposal Basis: *(NON-NAV) Lump Sum Price	
	Personnel: UCC would provide:	Maximum # of divers in the water at a time:
	Six (6) Person Crew	Six (6)
	1 Project Manager	
	5 Diver Mechanic	

Proposed Services	Days Per Week 5	Work Hrs/Day 8	Potable Water
<p>Underwater Construction Corporation (UCC) appreciates the opportunity to offer this proposal to The City of Muskegon for the above-referenced project.</p> <p>UCC would assist City of Muskegon with installing two (2), 18" valves.</p> <p>UCC estimates twelve (12), eight (8) hour weekdays to complete the project.</p> <p>Scope:</p> <ul style="list-style-type: none"> Pressure wash and prep existing valves for removal. Remove existing. Cut pipe if required with pneumatic pipe cutter Install two (2) new 18" valves with pipe restraints supplied by site. Install new pipe supports. UCC will supply temporary pipe supports during the installation as required. 		<p>UCC has assumed that City of Muskegon or others will provide the following to support to the previously stated services:</p> <ul style="list-style-type: none"> Operation support and red tagging of equipment, as required. Unrestricted access to the work area. All permitting as required. UCC understands at no time differential pressure (DP) is expected at any dive location. Supply two (2) new 18" valves & (2) Megaflange with bolts. Final disposal of old valves and screens. UCC understands during the walkdown Prevailing wage will not apply to this project The work will be substantially completed on or before May 15, 2026. 	

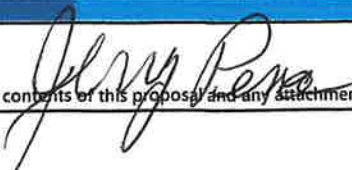
Equipment:		
1 AWWA Potable Water Package	1 Low Pressure Air Monitor	2 Rock Drill - CP9
1 Shallow Water Dive Package	1 Confined Space or Diver Extraction System	1 Miscellaneous Rigging Box (Beam Clamps/shackle)
1 Warm Water Equipment Package	1 CO Monitor	2 4" Right Angle Grinder
1 Wireless Dive Radio	1 Dan O2 Kit	2 1 Ton Aluminum A Frame
1 6,500 Watt Generator	1 14'-19' Fiberglass Extension Ladder	1 Unitec 6"- 24" Reciprocating Saw
1 Double Diver Water Heater (Excludes Fuel)	1 Velocity Meter/Flow Meter	
1 Outland U/W Video System w/Audio Time/Date	2 DOT Crew Cab 1 Ton Pickup Truck (MI CT)	
1 370 Air Compressor	1 Mobile Dive Station - Cargo Trailer 8'x16' - 8'x19'	
1 8 Bottle Rack Holder	2 1-Ton Manual Chain Fall	
1 Floating Man Stretcher/Stokes Litter Basket	2 1000 Lb Lift Bag	
1 AED	1 175 or 185 CFM Sullair Tow Behind Tool Air Compressor	

No.	Description	Rate	Qty.	Sub-Total
1.01	Lump Sum Cost to Complete Replacement of two (2) Foot Valves, with supports	\$ 132,630.00	1	\$ 132,630.00
1.02		\$ -		\$ -
1.03		\$ -		\$ -
1.04		\$ -		\$ -
1.05		\$ -		\$ -
1.06		\$ -		\$ -
1.07		\$ -		\$ -
1.08		\$ -		\$ -
1.09		\$ -		\$ -
1.10		\$ -		\$ -

*Materials and Consumables that are not included will be invoiced at cost plus: **10%** ***LUMP SUM PRICE** \$ **132,630.00**

*Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus: **10%**

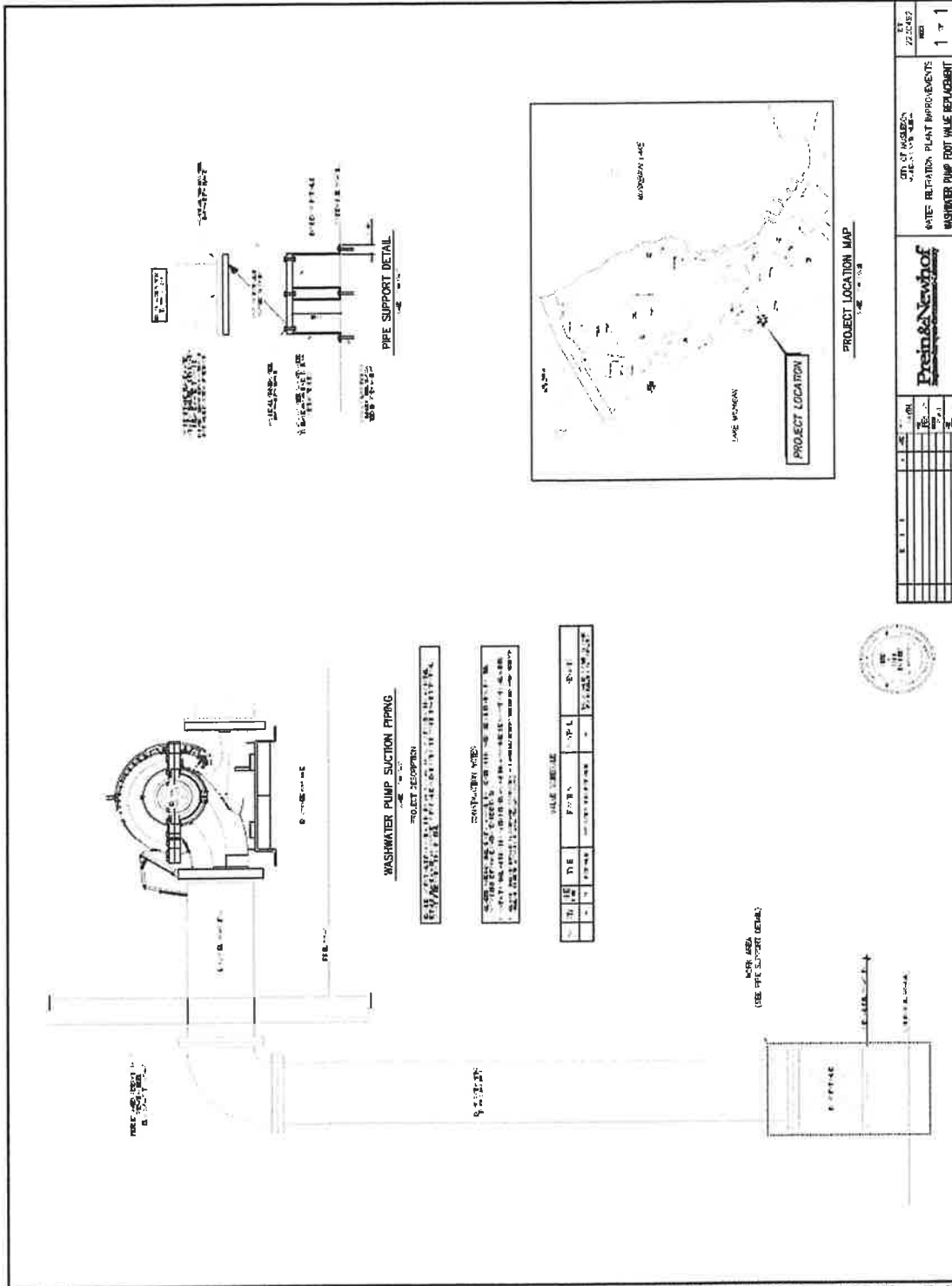
***TAXES ARE NOT INCLUDED** ***ADDITIONAL TERMS AND CONDITIONS APPLY** ***PRICING IS VALID FOR 60 DAYS**

Signed:  Michigan / 4295 N. Roosevelt Road / Stevensville MI 49127 / www.uccdive.com
 P: (800) 422-3935 / F: (269) 429-6579 / C: (269) 921-9002 / jpena@uccdive.com

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.



Page No:	2	UCC Proposal L-3570R2	Date:	February 16, 2026
Prepared By:	Jerry Pena	Project Title:	Potable water 18" Valve Installation	
Submitted To:	Ms. Ann Marie Meisch	Project Location:	1900 Beach St. Muskegon, MI 49441	



DATE	DESCRIPTION	BY
2/22/26	REVISED	JM
1	ANTE-RELATION: PLANT IMPROVEMENTS	
1	WASHWATER PUMP FOOT VALVE REPLACEMENT	

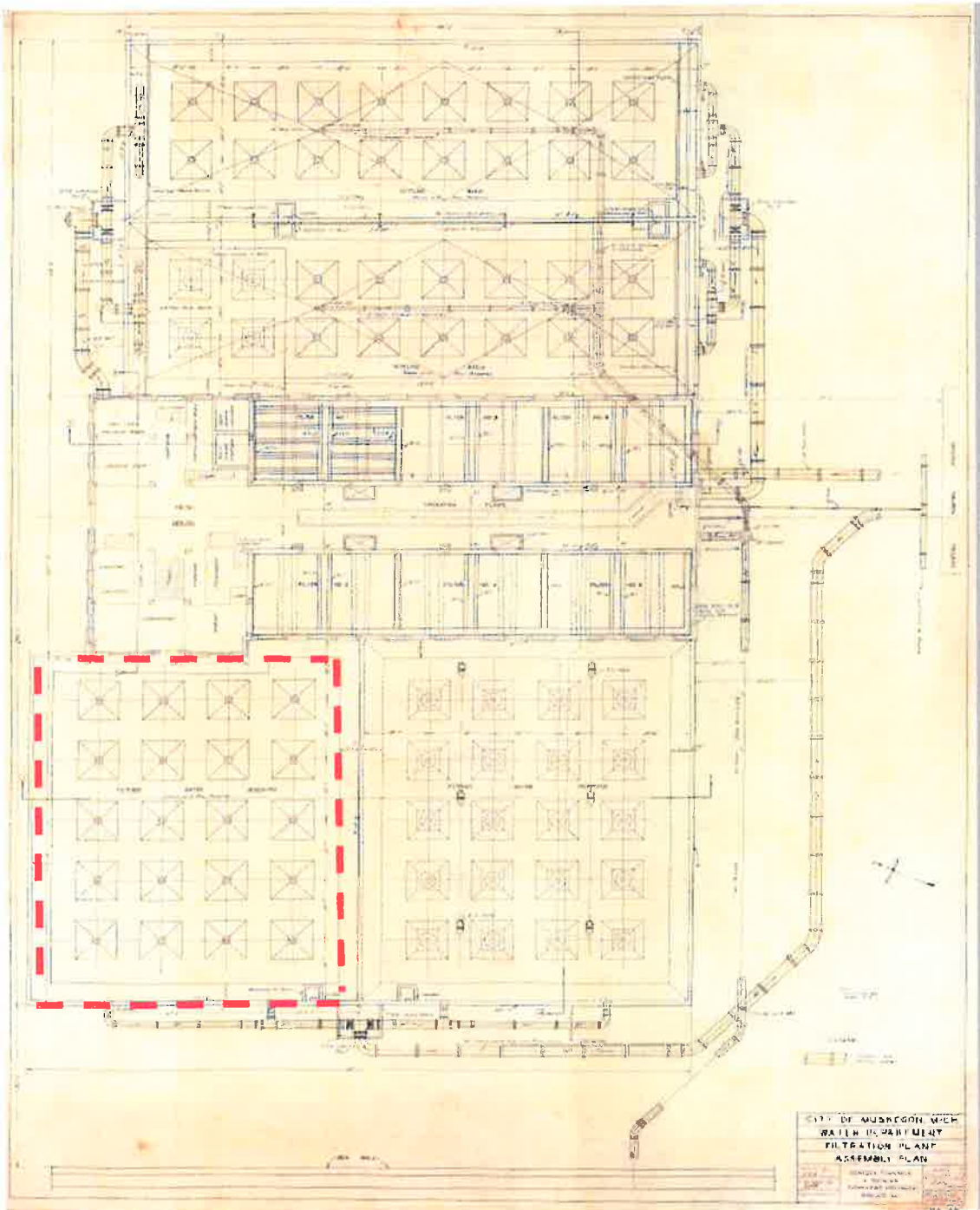
Prein & Newhof
ENGINEERS



AN EQUAL OPPORTUNITY EMPLOYER

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.

Page No:	3	UCC Proposal L-3570R2	Date:	February 16, 2026
Prepared By:	Jerry Pena	Project Title:	Potable water 18" Valve Installation	
Submitted To:	Ms. Ann Marie Meisch	Project Location:	1900 Beach St. Muskegon, MI 49441	



#2 Potable Water Basin

AN EQUAL OPPORTUNITY EMPLOYER

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.

Page No:	4	UCC Proposal L-3570R2	Date:	February 16, 2026
Prepared By:	Jerry Pena	Project Title:	Potable water 18" Valve Installation	
Submitted To:	Ms. Ann Marie Meisch	Project Location:	1900 Beach St. Muskegon, MI 49441	



18" restraint flange supplied by site

AN EQUAL OPPORTUNITY EMPLOYER

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.



Page No:	T&C Page 1 of 1	UCC Proposal L-3570R2	Date:	February 16, 2026
Prepared By:	Jerry Pena	Project Title:	Potable water 18" Valve Installation	
Submitted To:	Ms. Ann Marie Meisch	Project Location:	1900 Beach St. Muskegon, MI 49441	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 1 Lump Sum price is based on the description, methodology, equipment, and personnel outlined in this document. Any deviation will result in a modification of the pricing structure. Any delays caused by others and beyond UCC's control may require additional compensation.
- 2 The Standby Day Rate will apply for delays due to factors outside of UCC's control that cause the extension of the project's operations beyond the terms included in our price.
- 3 UCC-recognized company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, any customer holidays that differ from UCC's will be considered UCC holidays.
- 4 UCC will have U/W video available; however, this equipment's effectiveness is limited by in-water visibility.
- 5 By accepting UCC's proposal with these terms and conditions attached, you are accepting UCC's terms and conditions as identified herein.
- 6 Starting time for services shall be mutually agreed upon in advance and is subject to the availability of UCC's personnel and equipment.
- 7 Unless otherwise stated in a previously established contract, services will not be provided until the customer signs and returns this quote, or issues a purchase order referencing this quote in its entirety.
- 8 If a project is canceled after UCC's personnel have been mobilized, travel and/or material charges will be applicable. Related charges will be invoiced in accordance with the existing service contract or as identified in the proposal.
- 9 UCC's Regional Vice President and safety department will solely determine whether conditions are conducive to safe diving operations per UCC's Safe Practices Manual.
- 10 UCC assumes that the flow rate will allow for safe diving. If at any time the current velocity exceeds two (2) feet per second, the UCC management and safety departments shall be contacted prior to diving. Diving operations will not resume until hazardous conditions have been made safe. UCC is not responsible for project delays due to hazardous conditions.
- 11 In accordance with all Federal and State OSHA Commercial Diving Rules and Regulations 1910, Subpart "T", 29 CFR 1910.425.3 and ADCl International Consensus Standards for Commercial Diving and Underwater Operations, if a site hazard analysis reveals unforeseen conditions, additional personnel may be required and the project cost would increase accordingly. Such conditions will be communicated in advance to the customer.
- 12 UCC is liable for their employees; client is responsible for any individual, including himself, herself, or any invitee or other contractors around UCC's work site and our equipment.
- 13 UCC understands that prevailing wages will not apply on this project; therefore, pricing is based upon compensating our personnel in accordance with our in-house wages.
- 14 UCC understands that the Inflation Reduction Act (IRA) does not apply to this project; therefore, pricing is based on compensating our personnel in accordance with our in-house wages.
- 15 All pricing, as offered, excludes any applicable sales and/or use tax. For any services performed outside the state of CT, UCC is not responsible for collecting of or remittance of sales tax.
- 16 The parties consent to jurisdiction in a Michigan state court for any action hereunder, and the parties waive a trial by jury in any action hereunder.
- 17
- 18
- 19
- 20
- 21
- 22

Signed: _____

Date: _____

Billing Address: _____

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (269) 429-6579, or PDF via email to MIContracts@uccdive.com. By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

AN EQUAL OPPORTUNITY EMPLOYER

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.

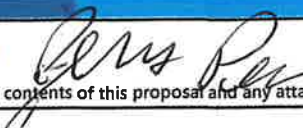


Page No: 1	UCC Proposal L-3570R2	Date: February 16, 2026
Prepared By: Jerry Pena	Project Title: #2 Basin Cleaning & Inspect	
Submitted To: Ms. Ann Marie Meisch	Project Location: 1900 Beach St. Muskegon, MI 49441	
City of Muskegon 933 Terrace Street Muskegon, MI 49440 Ann Marie Meisch Muskegon City Clerk 231-714-6705	Proposal Basis: *(NON-NAV) Lump Sum Price	
	Personnel: UCC would provide:	Maximum # of divers in the water at a time:
	Six (6) Person Crew	Six (6)
	1 Project Manager	
	5 Diver Mechanic	

Proposed Services	Days Per Week 5	Work Hrs/Day 8	Potable Water
<p>Underwater Construction Corporation (UCC) appreciates the opportunity to offer this proposal to City of Muskegon for the above-referenced project.</p> <p>UCC would assist City of Muskegon with removing sediment from the #2 basin. The City of Muskegon or others will supply a designated area to discharge all spoils removed.</p> <p>UCC estimates four (4), eight (8) hour weekdays to complete the cleaning and one (1), eight (8) hour weekdays for inspection.</p> <p>UCC will provide an audio and video recording of the inspection following completion as a final deliverable. UCC will also generate a formal comprehensive written report if requested. This cost is included in our lump sum price.</p>		<p>UCC has assumed that City of Muskegon or others will provide the following to support the previously stated services:</p> <ul style="list-style-type: none"> • Operation support and red tagging of equipment, as required. • Unrestricted access to the work area. • All permitting as required. • Minimum flow velocity in enhance diver safety around the intake pumps. Maintain water elevation during debris removal. • UCC understands at no time differential pressure (DP) is expected at any dive location. • UCC understands during the walkdown prevailing wage will not apply to this project. • The work will be substantially completed on or before May 15th, 2026. 	

Equipment:	
1 AWWA Potable Water Package	1 AED
1 Shallow Water Dive Package	1 Low Pressure Air Monitor
1 Warm Water Equipment Package	1 Confined Space or Diver Extraction System
1 Wireless Dive Radio	1 CO Monitor
1 6,500 Watt Generator	1 Dan O2 Kit
1 Double Diver Water Heater (Excludes Fuel)	1 14'-19' Fiberglass Extension Ladder
1 Outland U/W Video System w/Audio Time/Date	1 Velocity Meter/Flow Meter
1 370 Air Compressor	2 DOT Crew Cab 1 Ton Pickup Truck (MI CT)
1 8 Bottle Rack Holder	1 Mobile Dive Station - Cargo Trailer 8'x16' - 8'x19'
1 4" or 6" Dry Prime Pump Package Includes 1-18' Trailer, 8-20'	1 6" or 4" Electric Pump W/O Power Unit
1 Floating Man Stretcher/Stokes Litter Basket	1 100KW Generator (MI)

No.	Description	Rate	Qty.	Sub-Total
1.01	Lump Sum Cost to Complete Cleaning of WFP Reservoir No.2	\$ 38,610.00	1	\$ 38,610.00
1.02	Lump Sum Cost to Conduct Inspection of WFP Reservoir No. 2 and Provide Written Report	\$ 8,090.00	1	\$ 8,090.00
1.03		\$ -		\$ -
1.04		\$ -		\$ -
1.05		\$ -		\$ -
1.06		\$ -		\$ -
1.07		\$ -		\$ -
1.08		\$ -		\$ -
1.09		\$ -		\$ -
1.10		\$ -		\$ -
*Materials and Consumables that are not included will be invoiced at cost plus: 10%		*LUMP SUM PRICE	\$	46,700.00
*Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus: 10%				
*TAXES ARE NOT INCLUDED *ADDITIONAL TERMS AND CONDITIONS APPLY		*PRICING IS VALID FOR 60 DAYS		

Signed:  Michigan / 4295 N. Roosevelt Road / Stevensville MI 49127 / www.uccdive.com
 P: (800) 422-3935 / F: (269) 429-6579 / C: (269) 921-9002 / jpena@uccdive.com
 The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.



Page No:	2	UCC Proposal L-3570R2	Date:	February 16, 2026
Prepared By:	Jerry Pena	Project Title:	#2 Basin Cleaning & Inspect	
Submitted To:	Ms. Ann Marie Meisch	Project Location:	1900 Beach St. Muskegon, MI 49441	

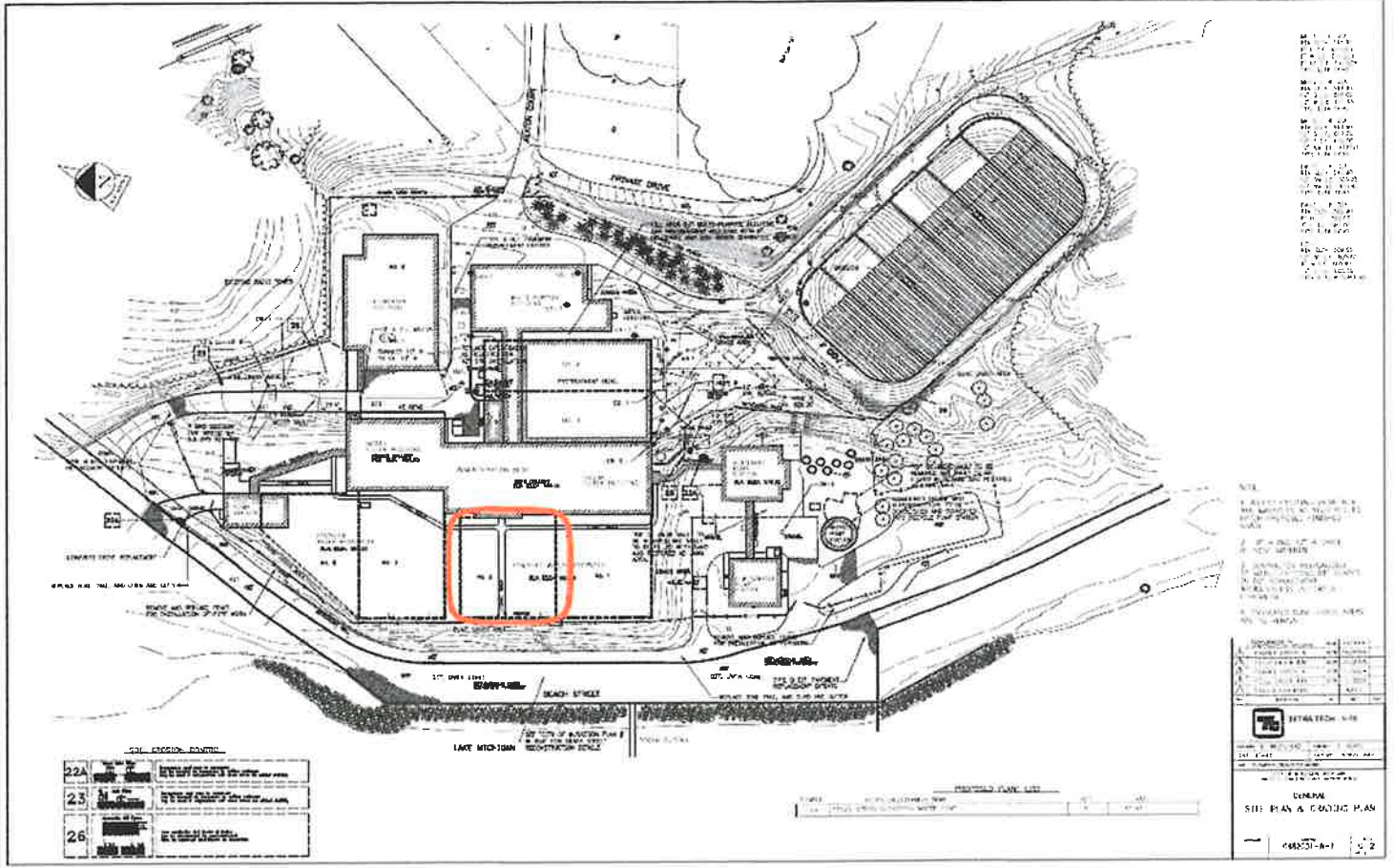


*Yellow Hash Marks = 400ft from dry prime to discharge area
Red Hash Marks = 180ft intake required*

AN EQUAL OPPORTUNITY EMPLOYER

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.

Page No:	3	UCC Proposal L-3570R2	Date:	February 16, 2026
Prepared By:	Jerry Pena	Project Title:	#2 Basin Cleaning & Inspect	
Submitted To:	Ms. Ann Marie Meisch	Project Location:	1900 Beach St. Muskegon, MI 49441	

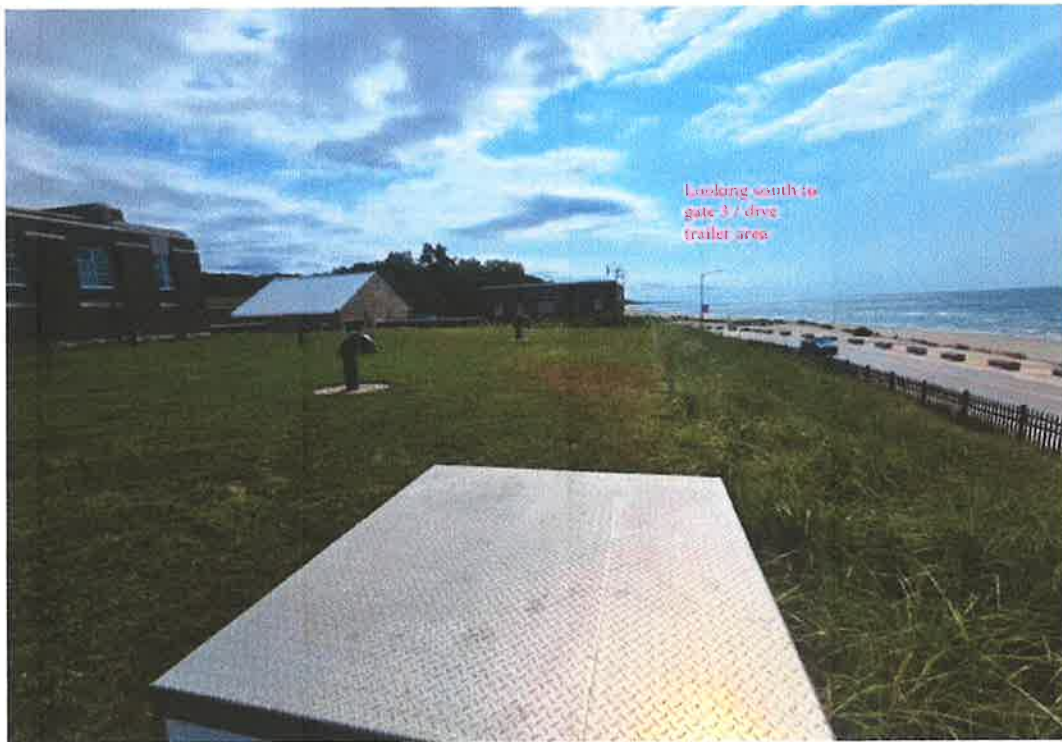


#2 Potable Water Basin Area

AN EQUAL OPPORTUNITY EMPLOYER

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.

Page No:	4	UCC Proposal L-3570R2	Date:	February 16, 2026
Prepared By:	Jerry Pena	Project Title:	#2 Basin Cleaning & Inspect	
Submitted To:	Ms. Ann Marie Meisch	Project Location:	1900 Beach St. Muskegon, MI 49441	



AN EQUAL OPPORTUNITY EMPLOYER

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Police Vehicle Purchase							
Submitted by: Dawson Romanosky, DPW Equipment Supervisor	Department: Public Works							
Brief Summary: Staff requests authorization to purchase police vehicles from Berger Chevrolet for a total expense of \$222,188.								
Detailed Summary & Background: The equipment division is replacing older, out of warranty vehicles with newer versions. The equipment division plans to purchase four Chevy Tahoes from Berger Chevrolet for \$55,547 each, totaling \$222,188. These four vehicles will replace older police vehicles and help ensure the police fleet stays running reliably. Berger Chevrolet is a MiDeal awarded vendor. MiDeal is a cooperative purchasing program managed by the State of Michigan that secures competitive bid pricing to ensure the best value for member agencies. The expense of \$222,118 will be funded by the equipment fund as part of their scheduled vehicle/equipment replacement for the 2026/2027 fiscal year.								
Goal/Action Item: 2027 Goal 4: Financial Infrastructure								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: \$222,188	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
Fund(s) or Account(s): 661-563 (Equipment Fund)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
Recommended Motion: Move to authorize staff to purchase police vehicles from Berger Chevrolet for a total expense of \$222,188.								
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;"></td> </tr> <tr> <td>Information</td> <td><input type="checkbox"/></td> <td></td> </tr> </table>	Immediate Division Head	<input type="checkbox"/>		Information	<input type="checkbox"/>		Name the Policy/Ordinance Followed: Purchasing Policy	
Immediate Division Head	<input type="checkbox"/>							
Information	<input type="checkbox"/>							

Technology		
Other Division Heads		
Communication		
Legal Review		



BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$55,547.00

Number of units 1

\$55,547.00

Vehicle Description:

Year 2025

Make Chevrolet

Model Tahoe 4wd
police package

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 575-9629

Fax (616) 988-9178

Bid Prepared For :

City of Muskegon

Price includes title fee and delivery. Price based on
Municipal discount in the State of Michigan.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 2/17/2026



Berger Chevrolet

Bob Evans | 616-575-9629 | bevans@bergerchevy.com

BERG 4 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial F-S MUSKEGON (Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10706	2026 Chevrolet Tahoe 4WD 4dr Commercial

COLORS

CODE	DESCRIPTION
GBA	Black

OPTIONS

CODE	DESCRIPTION
___	Active Hill Hold Assist (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
1FL	Commercial Preferred Equipment Group includes standard equipment
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
5J9	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
5LO	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27676. Data Updated: Feb 4, 2026 6:47:00 PM PST.



Berger Chevrolet

Bob Evans | 616-575-9629 | bevans@bergerchevy.com

BERG 4 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial F-S MUSKEGON (Complete)

OPTIONS

CODE	DESCRIPTION
5T5	Seats, front cloth and second row vinyl (Standard with (5W4) Special Service Vehicle; otherwise requires (9C1) Police Package. On 4WD model, not available with (A50) front bucket seats.)
6C7	Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6E2	Fleet Calibration provides a single key with a specific code that is common to the door locks of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E8) Fleet Calibration. NOTE: NOT COMPATIBLE with previous model years (Requires (AMF) Remote Keyless Entry Package and either (9C1) Police Package or (5W4) Special Service Package. Includes (AU7) fleet common key. Not available with SEO (6E8) complete vehicle fleet common key.)
6J3	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6N5	Switches, rear window inoperative (rear windows can only operate from driver's position.) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6N6	Door locks and handles, inside rear doors inoperative (door can only be opened from outside) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
7X3	Spotlamp, left-hand (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with SEO (7X2) left and right-hand spotlamps.)
9C1	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, deletes side doors and liftgate nameplate badging, and (ATD) third row seat delete) (Also includes (NP0) active single-speed transfer case.) *Upon selection of this option the base price will change*
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
ATD	Seat delete, third row passenger
AU7	Key common, fleet (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Included and only available with SEO (6E2) Fleet Calibration or SEO (6E8) Fleet Calibration.)
AZ3	Seats, front 40/20/40 split-bench (STD)
BCV	Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27676. Data Updated: Feb 4, 2026 6:47:00 PM PST.



Berger Chevrolet

Bob Evans | 616-575-9629 | bevans@bergerchevy.com

BERG 4 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial F-S MUSKEGON (Complete)

OPTIONS

CODE	DESCRIPTION
BTV	Remote start (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
C6G	GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)
FE9	Emissions, Federal requirements
GBA	Black
GU5	Rear axle, 3.23 ratio
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
J55	Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Package.)
K34	Cruise control, electronic with set and resume speed (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
K3W	Battery, 900 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
UD7	Rear Parking Assist (Included and only available with (9C1) Police Vehicle and (5W4) Special Service Vehicle.)
URW	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27676. Data Updated: Feb 4, 2026 6:47:00 PM PST.



Berger Chevrolet

Bob Evans | 616-575-9629 | bevans@bergerchevy.com

BERG 4 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial F-S MUSKEGON (Complete)

OPTIONS

CODE	DESCRIPTION
UUA	Display, automatic occupant sensing (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
V03	Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle.)
V53	Luggage rack side rails, delete (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Package.)
V76	Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
WUA	Fascia, front high-approach angle with recovery hook openings, but does not include hooks (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)

Options Total

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27676. Data Updated: Feb 4, 2026 6:47:00 PM PST.



Berger Chevrolet

Bob Evans | 616-575-9629 | bevans@bergerchevy.com

BERG 4 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial F-S MUSKEGON (Complete)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension, Premium Smooth Ride (STD)

GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)

Keyless start, push button

Automatic Stop/Start (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating (Not available with (9C1) Police Package or (5W4) Special Service Package.)

Alternator, 220 amps (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Suspension, rear multi-link with coil springs (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors (Not available with (9C1) Police Vehicle.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27676. Data Updated: Feb 4, 2026 6:47:00 PM PST.



Berger Chevrolet

Bob Evans | 616-575-9629 | bevans@bergerchevy.com

BERG 4 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial F-S MUSKEGON (✔ Complete)

Mechanical

Exhaust, single system, single-outlet

Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm) steel (Not available with (9C1) Police Vehicle.)

Tire, spare P265/70R17 all-season, blackwall (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Fascia, front (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)

Assist steps, Black

IntelliBeam, automatic high beam on/off (Deleted when (9C1) Police Vehicle is ordered.)

Headlamps, LED

Tail lamps, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27676. Data Updated: Feb 4, 2026 6:47:00 PM PST.



Berger Chevrolet

Bob Evans | 616-575-9629 | bevans@bergerchevy.com

BERG 4 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial F-S MUSKEGON (Complete)

Entertainment

Audio system feature, 6-speaker system

Bluetooth for phone personal cell phone connectivity to vehicle audio system

5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

SiriusXM, delete

Wireless Apple CarPlay/Wireless Android Auto

Interior

Seats, front 40/20/40 split-bench (STD)

Seat trim, cloth

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, driver 2-way power lumbar

Seat adjuster, front passenger 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Package or (5W4) Special Service Package.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column lock, electrical

Steering column, manual tilt and telescopic

Steering wheel, vinyl

Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Driver Information Center, 11" diagonal multi-color digital display

Door locks, power programmable with lockout protection. Auto Lockout is disabled on driver door.

Keyless Open includes extended range Remote Keyless Entry

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Adaptive Cruise Control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27676. Data Updated: Feb 4, 2026 6:47:00 PM PST.



Berger Chevrolet

Bob Evans | 616-575-9629 | bevans@bergerchevy.com

BERG 4 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial F-S MUSKEGON (Complete)

Interior

- Universal Vehicle Module
- Theft-deterrent system, electrical, unauthorized entry
- USB ports, 2 type-A and C, charge and data, located on front console
- USB ports, 2 type-C, charge-only, located in third row
- Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
- Air conditioning, rear
- Defogger, rear-window electric
- Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area (NOTE: When ordered with (9C1) Police Package or (5W4) Special Service Package, the location of the outlets will change from the rear of the center console to the rear of the center seat.)
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors, sliding
- Assist handles, overhead, driver and front passenger, located in headliner
- Assist handles, front passenger A-pillar and second row outboard B-pillar
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Cargo management system (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.) (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Safety-Mechanical

- Front Pedestrian and Bicyclist Braking (Deleted when (9C1) Police Vehicle is ordered.)
- Intersection Automatic Emergency Braking intersection alert, braking (Deleted when (9C1) Police Vehicle is ordered.)
- Enhanced Automatic Emergency Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
- Reverse Automatic Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
- StabiliTrak, stability control system with brake assist, includes traction control

Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27676. Data Updated: Feb 4, 2026 6:47:00 PM PST.



Berger Chevrolet

Bob Evans | 616-575-9629 | bevans@bergerchevy.com

BERG 4 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial F-S MUSKEGON (Complete)

Safety-Interior

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Hill Start Assist (Not available with (9C1) Police Vehicle or (5W4) Special Services Vehicle.)

OnStar Services capable (On 4WD model, deleted when (UDA) OnStar deactivated is ordered. See onstar.com for details and limitations. Services vary by model. Service plan required.)

Enhanced Automatic Parking Assist (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

HD Surround Vision

Rear Camera Washer

Rear Cross Traffic Braking (Deleted when (9C1) Police Vehicle is ordered.)

Rear Pedestrian Alert

Side Bicyclist Alert (Deleted when (9C1) Police Vehicle is ordered.)

Forward Collision Alert (Deleted when (9C1) Police Vehicle is ordered.)

Safety Alert Seat (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27676. Data Updated: Feb 4, 2026 6:47:00 PM PST.



Berger Chevrolet

Bob Evans | 616-575-9629 | bevans@bergerchevy.com

BERG 4 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial F-S MUSKEGON ( Complete)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27676. Data Updated: Feb 4, 2026 6:47:00 PM PST.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Nelson School Use Agreement - Parks & Recreation Programming
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks
Brief Summary: <p>The Parks & Recreation Department has received a proposal from General Capital Group regarding shared use of the gymnasium and cafeteria space within Nelson School. The estimated annual operating cost to the City is approximately \$22,000, primarily associated with utilities. At this time, no additional fees or upfront capital contributions have been requested. Based on the current schedule, the space would become available in 2027 once the redevelopment is complete.</p>	
Detailed Summary & Background: <p>The Parks & Recreation Department has received a proposal from General Capital Group regarding shared use of the gymnasium and cafeteria space within Nelson School. The estimated annual operating cost to the City is approximately \$22,000, primarily associated with utilities. At this time, no additional fees or upfront capital contributions have been requested.</p> <p>General Capital Group is currently pursuing acquisition of the Nelson School property with the intent to renovate the building into mixed-income residential apartments, addressing a documented housing need within the community. As part of their redevelopment concept, the developer has proposed allocating the gymnasium and former cafeteria space (without a kitchen) for use by the City's Parks & Recreation Department.</p> <p>Under the proposed arrangement, the developer would be responsible for completing necessary code compliance improvements and initial upgrades to make the designated spaces operational. No capital investment is being requested from the City at this time.</p> <p>The Parks & Recreation Department anticipates utilizing the facility for affordable community rentals, similar in function to McGraft Park facilities and the Sim-Ray Center, as well as for expanded recreation programming. While the City maintains numerous park assets, it currently lacks a municipally controlled indoor facility that includes both a full gymnasium and multi-purpose space. This opportunity would address a recognized service gap and support expanded summer recreation programming and additional community activities.</p> <p>The developer has requested a formal indication of the City's interest in proceeding with the agreement to assist with their redevelopment planning and financing timeline. The included Letter of Intent (LOI) will satisfy their need, but does not obligate the City to signing the lease since details are forthcoming. Discussions have indicated that the City would not be able to occupy the space until</p>	

some time in 2027, and staff will budget in future years accordingly.

Goal/Action Item:

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

Is this a repeat item?:

Explain what change has been made to justify bringing it back to Commission:

Amount Requested:

None at this time

Budgeted Item:

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

Fund(s) or Account(s):

N/A

Budget Amendment Needed:

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

Recommended Motion:

Move to authorize staff to negotiate with General Capital Group for recreational usage of the gymnasium and multi-purpose space at Nelson School.

Approvals:

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

Name the Policy/Ordinance Followed:



DATE: March 2, 2026

TO: City of Muskegon, Department of Parks & Recreation

RE: **Lease of Gym and Cafeteria Space at Former Nelson School
550 West Grand Avenue**

Dear Kyle:

This proposal outlines the terms and conditions for a lease at 550 West Grand Avenue, Muskegon, MI – a part of a property known as “Nelson School Apartments.” This Letter of Intent and the terms and conditions outlined below, are intended to provide the basis upon which the parties may negotiate a lease at Property and does not constitute a binding contractual agreement.

Landlord

GenCap Nelson LDHA, LLC

Contact: David Weiss, david@generalcapitalgroup.com, 6938 N. Santa Monica Blvd, Fox Point, WI 53217

Tenant

City of Muskegon

Contact: Kyle Karczewski, Parks & Recreation Director, Kyle.Karczewski@shorelinecity.com, 933 Terrace St, Muskegon, MI 49440

Lease Form

Landlord’s Standard Lease Form (“Lease”)

Property

Nelson School Apartments, 550 W. Grand Ave, Muskegon, MI 49441

100,087 SF

Premises

Approximately 11,990 SF, 11.9% of the total building, in portions of the 1960’s & 1990’s addition for gym and cafeteria

Parking: non-exclusive use of 20 parking spaces

See attached Exhibit A

Permitted Use

Tenant shall be permitted to use the Premises for the operation of Parks & Recreation functions such as open gym, teen nights, event space gatherings, to be further defined in the lease.

Hours of Operation: 7am to 10pm

Lease Term

10 years from the date of Rent Commencement.

Rent Commencement

Upon completion of the project, estimated to be July 15, 2027

Lease Rate

\$1.00 per year

NNN Expenses

CAM estimate ~ \$1.00 per square foot, to be further defined in the lease.

Utilities

Tenant shall be responsible for separately metered utilities which exclusively serve the Premises, from the Delivery Date.

Landlord's Work

Landlord shall provide Tenant with code compliant space per Exhibit B

Tenant's Work

All other work as required for Tenant's operation. Landlord is not responsible for the cost of any of Tenant's improvements.

Signage

Allowed by Landlord, provided such signage is allowed by Code. Tenant shall be responsible for the design, permitting, and installation of all permitted signage, which shall be approved by the Landlord.

Security Deposit

NONE



Guarantee

NONE

Sales Reporting

Landlord shall have the right to request a statement of revenues from time to time.

Agency/License Disclosure

No brokers represent either party.

Non-Binding Proposal

This LOI is intended only to express the interest of the parties to enter into a lease agreement at the Property. Except as hereinafter set forth, neither Buyer nor Seller shall be legally obligated to enter into a lease.

Tenant: _____

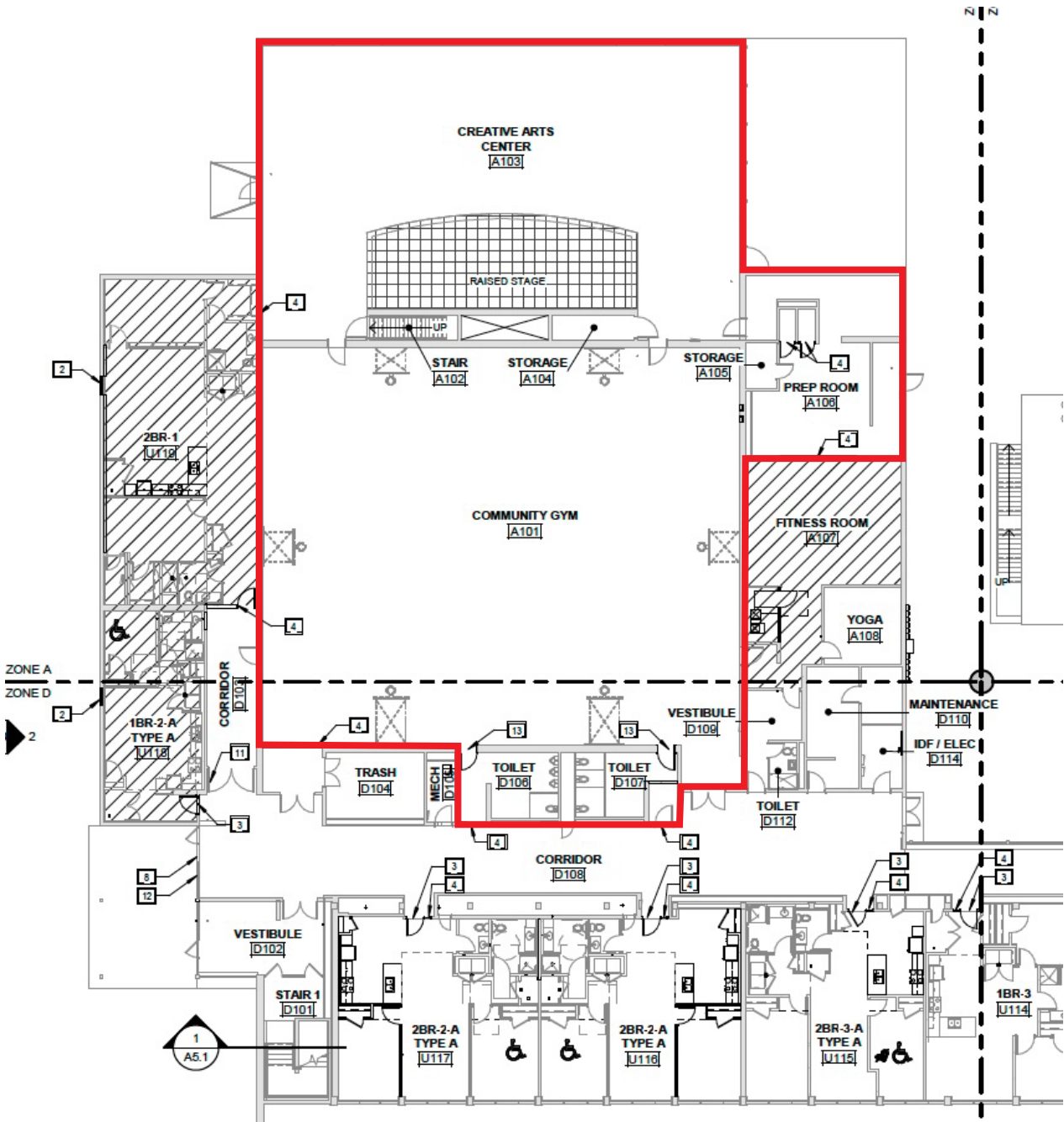
Landlord: GenCap Nelson LDHA, LLC

By:

By: Sig Strautmanis, Authorized Signatory

Agreed to and accepted on
_____, 2026

Exhibit A.1 Premises



**Exhibit A.2
Premises (Parking)**

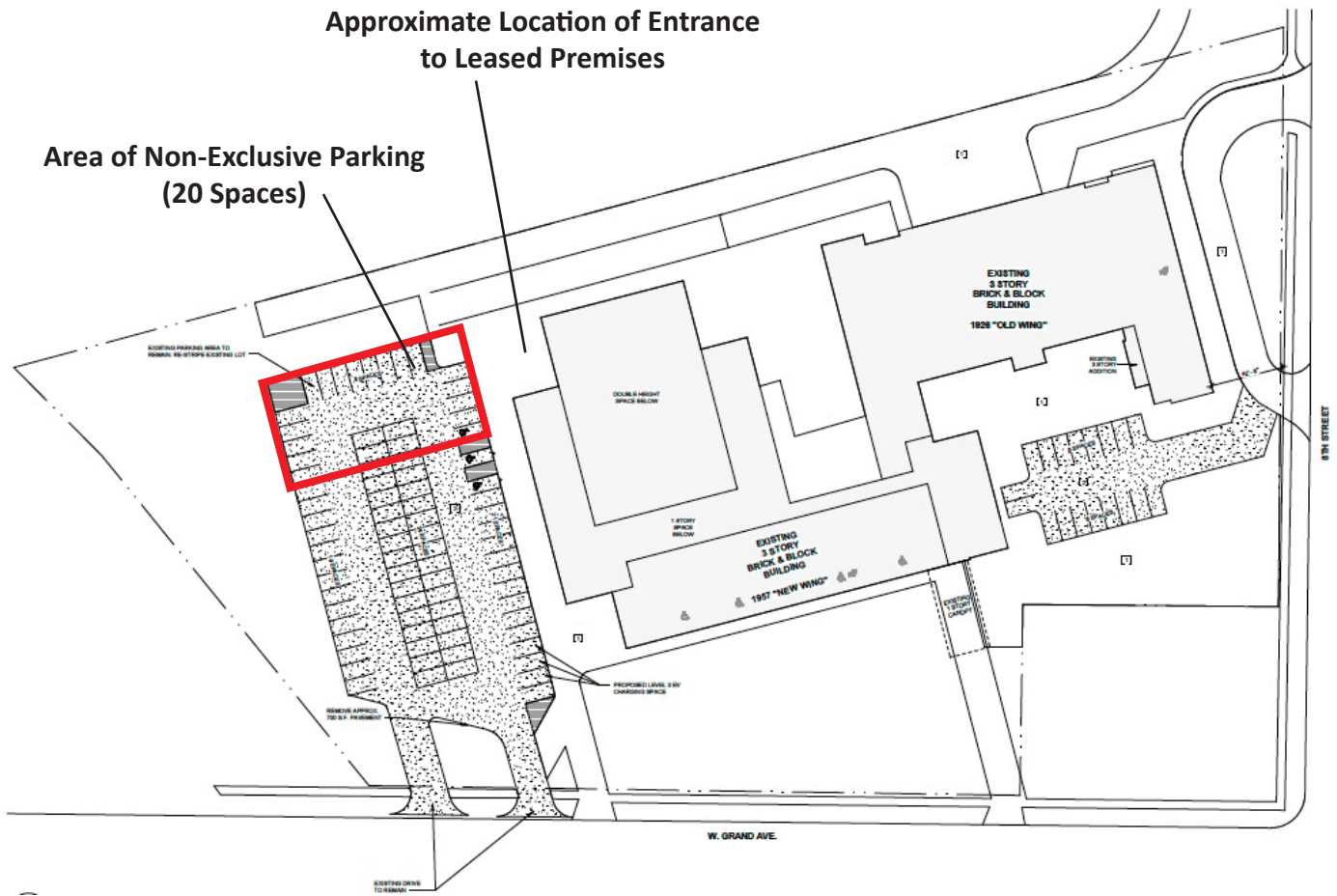




Exhibit B
Landlord Work



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Approve CRC Recommendations															
Submitted by: Jessica Grimm, Elections Coordinator	Department: City Clerk															
Brief Summary: The Community Relations Committee met on March 9 2026 and discussed different topics.																
Detailed Summary & Background:																
Goal/Action Item:																
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																
Amount Requested:	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%;">X</td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;">X</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	X	No	X	N/A	X									
Yes	X	No	X	N/A	X											
Fund(s) or Account(s):	Budget Amendment Needed: <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%;">X</td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;">X</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	X	No	X	N/A	X									
Yes	X	No	X	N/A	X											
Recommended Motion: Motion to approve Community Relations Committee recommendations.																
Approvals:	Name the Policy/Ordinance Followed:															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%;"></td> <td style="width: 20%;"></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			
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

The Community Relations Committee recommends to the City Commission approval of the following:

Member Resignation:

- John Wieggers – Citizens District Council – Community Development Block Grant
- Derika Nichols – Citizens District Council – Community Development Block Grant

Member Appointments and *Member Reappointments

Citizens Police Review Board

Eric Hood – term expiring 01/31/2028

Downtown Development Authority – Brownfield Redevelopment Authority Board – TIFA

Brad Hastings – moved to “A” member who has an interest in the property in the district – term expiring 01/31/2027

Kathryn Lynnes – appointed to position “B” – term expiring 01/31/2030

Equal Opportunity Committee

Kiara McCain **Ward 3** Representative – term expiring 01/31/2027

Farmers Market Advisory Board

Jon Visser – term expiring 01/31/2029

Sabryna Benmark – term expiring 01/31/2029

Housing Code Board of Appeals

Benjamin Carson – term expiring 01/31/2027

Lakeside Business Improvement District

Louise Hopson – term expiring 01/31/2029

Local Officers Compensation Commission

Gregory Borgman – term expiring 1/31/2030

Planning Commission

Shonie Blake – term expiring 1/31/2029



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2026	Title: Attorney Client Privileged Communication															
Submitted by:	Department: Manager's Office															
Brief Summary:																
Detailed Summary & Background:																
<u>Goal/Action Item:</u>																
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																
Amount Requested:	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"></td> <td style="width: 25%;">No</td> <td style="width: 10%;"></td> <td style="width: 20%;">N/A</td> <td style="width: 10%;"></td> </tr> </table>	Yes		No		N/A										
Yes		No		N/A												
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"></td> <td style="width: 25%;">No</td> <td style="width: 10%;"></td> <td style="width: 20%;">N/A</td> <td style="width: 10%;"></td> </tr> </table>	Yes		No		N/A										
Yes		No		N/A												
Recommended Motion:																
Approvals:	<u>Name the Policy/Ordinance Followed:</u>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%;"></td> <td style="width: 20%;"></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			
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																