

CITY OF MUSKEGON

CITY COMMISSION MEETING

March 24, 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. Sappi PUD Parcel Acquisition, 2400 and 2850 Lakeshore Drive Manager's Office
 - B. Request to Create a New Neighborhood Enterprise Zone District at 2400 Lakeshore Drive Economic Development
 - C. Neighborhood Enterprise Zone Certificates - 577 Amity Ave. and 723 Amity Ave. Economic Development
- ☐ FEDERAL/STATE/COUNTY OFFICIALS UPDATE:
- ☐ PUBLIC COMMENT ON AGENDA ITEMS:
- ☐ CONSENT AGENDA:
 - A. Approval of Minutes City Clerk
 - B. Deficit Elimination Plan-Brownfield Redevelopment Activities Finance
 - C. Economic Development Revolving Loan Fund Request – OB's Southern Brunch House Economic Development
 - D. Goal Setting Facilitation Contract Manager's Office
 - E. Contract Award: Material Testing - 215733 Lakeshore Dr DPW-Engineering

- F. **Mobile Food Vending Ordinance Update** Manager's Office
- G. **Street Sweeping Contract** Public Works
- H. **Invoice for Maintenance of Voting Equipment - REMOVE PER STAFF REQUEST** City Clerk
- I. **Resolution for Charitable Gaming License - Watch Us Go Boating - Muskegon** City Clerk
- J. **Resolution for Charitable Gaming License - Route 31 Foundation** City Clerk
- K. **Muskegon Farmers Market Vendor Rates** City Clerk
- L. **MDNR Natural Resources Trust Fund grant application Resolution** Manager's Office

☐ **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:**

☐ **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 24, 2026	Title: Sappi PUD Parcel Acquisition, 2400 and 2850 Lakeshore Drive
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office
Brief Summary: The city is seeking to authorization to apply for an MDNR Natural Resources Trust Fund grant for the acquisition of ten (10) lakefront parcels on the former Sappi PUD at 2400 and 2850 Lakeshore Drive. The property would be used as a new public parklet with increased Muskegon Lake waterfront access at the end of the Lincoln Street extension into the development. A public hearing is a requirement of the MDNR application process to gather feedback from the public about the project.	
Detailed Summary & Background: The city commission-approved Sappi Planned Unit Development (PUD), at 2400 and 2850 Lakeshore Dr, includes an Option Agreement between the city and Parkland Properties giving the city the exclusive right to purchase an area encompassing ten (10) lots at a reduced rate. Parkland agreed to a rate of \$148,750 per lot, representing a 15% reduction in the average projected sale price on all waterfront lots in the PUD. This reduced rate was determined based on cost savings from building fewer single-family homes on these parcels and requiring fewer utility installations and other infrastructure to support these lots. The option commenced on the closing date (12/18/26) between Parkland and Pure Muskegon on the property, and the city would have two (2) years to execute these purchases. The parcels would be acquired through an application to the MDNR Natural Resources Trust Fund grant program to install a new public park and increase public access to Muskegon Lake. Acquisition of the lakefront parcels will secure public ownership and permanent public access to Muskegon Lake and support long-term redevelopment consistent with adopted City plans. The total estimated MNRTF-eligible project cost is \$1,580,500, and the City intends to request \$1,106,300 in MNRTF assistance with a local match in the amount of \$474,200 from City funds, representing approximately 30% of the total project cost. The deadline to submit applications for the MDNR Natural Resources Trust Fund grant program is April 1, 2026.	
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Improved access to waterways	
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"> <tr> <td>Yes</td><td></td><td>No</td><td>X</td><td>N/A</td><td></td><td></td></tr> </table>	Yes		No	X	N/A										
Yes		No	X	N/A												
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td><td>X</td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr> </table>	Yes	X	No		N/A										
Yes	X	No		N/A												
Recommended Motion: To close the public hearing and authorize staff to apply to the MDNR Natural Resources Trust Fund acquisition grant in the amount of \$1,106,300, with a match commitment of \$474,200, for the acquisition of ten (10) parcels on the former Sappi PUD, subject to final appraisal due in October.																
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td><td>x</td><td></td></tr> <tr> <td>Information Technology</td><td></td><td></td></tr> <tr> <td>Other Division Heads</td><td></td><td></td></tr> <tr> <td>Communication</td><td></td><td></td></tr> <tr> <td>Legal Review</td><td></td><td></td></tr> </table>	Immediate Division Head	x		Information Technology			Other Division Heads			Communication			Legal Review			Name the Policy/Ordinance Followed: Part 19 of P.A. 451 of 1994, as amended.
Immediate Division Head	x															
Information Technology																
Other Division Heads																
Communication																
Legal Review																

Current Opportunity

Sappi Property

City has first right to purchase 10 lots as shown

- Expands a new waterfront park
- Adds 240 ft of frontage and 0.83 acres of land
- Deeded City property
- No amenities planned
- Total Cost: \$1,580,500*
 - Grant: \$1,106,300
 - City Match: \$474,200

*Based on estimated market value plus expenses



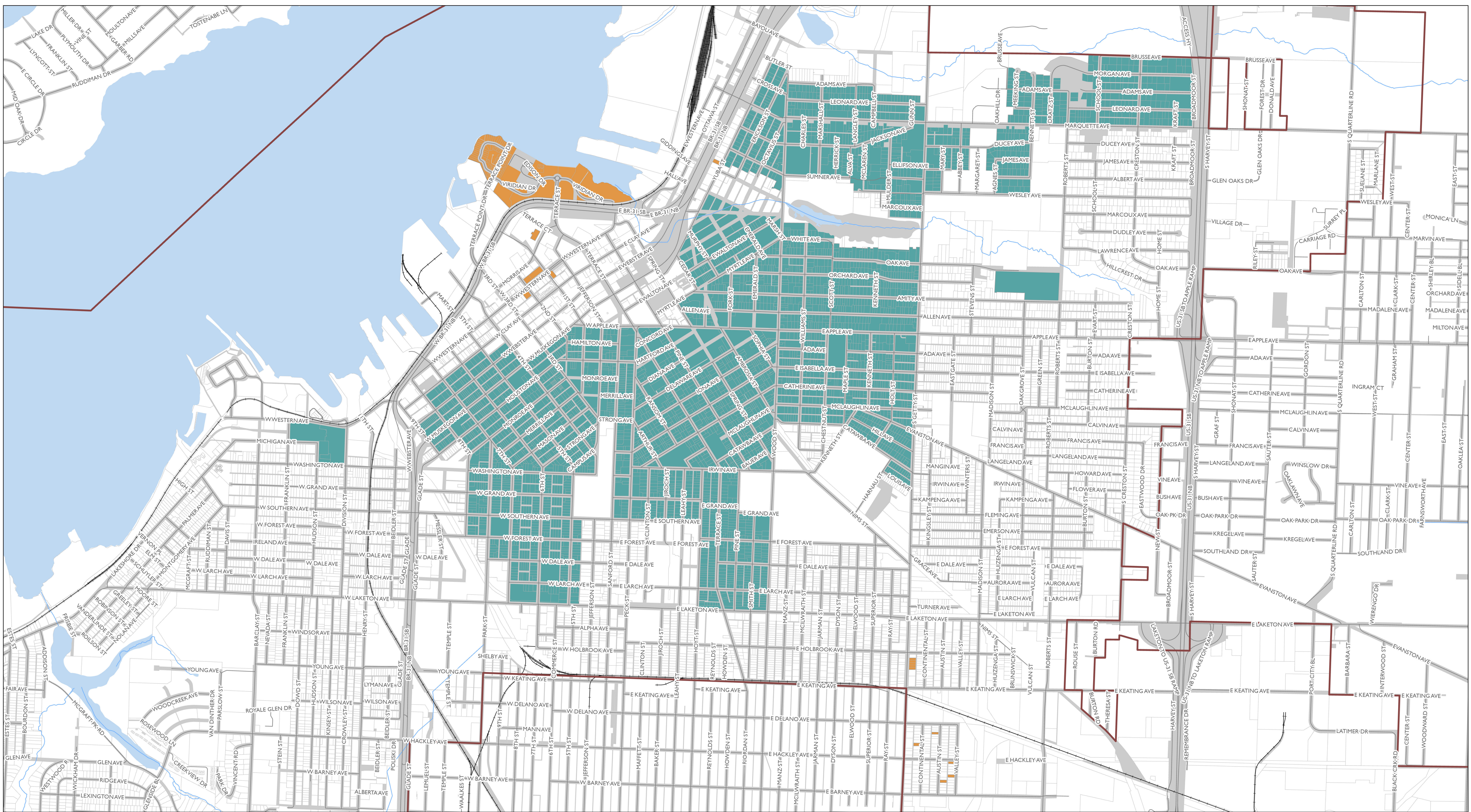


Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: Request to Create a New Neighborhood Enterprise Zone District at 2400 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 at 2400 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 single-family owner-occupied units along 65.46 acres of the Sappi development. Inclusion in a NEZ district would allow eligible property owners to apply for NEZ certificates, which reduce residential property taxes on newly constructed housing. 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 February 12, 2026. Per state requirements: • A public hearing must be held within 45 days of the notice being sent. • The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued. The resolution to establish the NEZ district at 2400 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 would remain within the allowable statutory limit. If approved, staff estimates that the NEZ District's total area will fall under 14.1% of the City's total acreage.							
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"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td> </td></tr></table>	Yes		No		N/A	
Yes		No		N/A			
Fund(s) or Account(s):	Budget Amendment Needed:						

N/A		<table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td></td> </tr> </table>				Yes		No		N/A										
Yes		No		N/A																
Recommended Motion: I move to close the public hearing for the NEZ District at 2400 Lakeshore Drive.																				
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>			Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			<u>Name the Policy/Ordinance Followed:</u> PA 147 of 1992, as amended		
Immediate Division Head																				
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Legal Review																				



Neighborhood Enterprise Zones (NEZ's)
In the City of Muskegon
Muskegon County, Michigan

Map Features

- NEZ NEW CONSTRUCTION
- NEZ REHAB & NEW CONSTRUCTION
- Parcels
- Street Centerline
- Railroads
- Rivers and Streams
- Lakes
- Municipalities
- Right of Way

NEZ District Areas

Rehab and New Construction NEZ Area = 1,214.92 Acres ±
New Construction NEZ Area = 50.10 Acres ±
Total NEZ Area = 1265.03 Acres ±

City of Muskegon Area = 9,481.16 Acres ±
(not including Muskegon Lake)
NEZ Area % of Total Area = 13.34%



Scale: 1:9,600
0 0.25 0.5
Miles



Map by Muskegon County GIS
1903 Marquette Ave, Suite A203
Muskegon, MI 49442
www.muskegoncountygis.org
Map Data: Muskegon County
NEZ District Information provided by the
City of Muskegon
Projection: State Plane NAD 1983 Michigan
South Zone, International Feet
Map Created 2/12/2026



Warner Norcross + Judd LLP

January 30, 2026

Via Email: ann.meisch@shorelinecity.com

Ms. Ann Meisch
City Clerk
City of Muskegon
933 Terrace St
Muskegon, MI 49440

**Re: Amended Neighborhood Enterprise Zone ("NEZ") District Designation
Request for the Proposed Parkland Acquisition Six, LLC Project – Windward
Pointe**

Dear Ms. Meisch:

On behalf of my client, Parkland Acquisition Six, LLC, a Michigan limited liability company ("Parkland"), we request that, pursuant to Act 147 of the Public Acts of Michigan of 1992, as amended, MCL 207.773(1), a NEZ district designation be awarded to the area identified in the attached map for the property located at 2400 Lakeshore Drive. This request amends the prior request dated August 29, 2025 and limits the requested zone designation to the first two phases of the overall project site.

Parkland has since acquired the property from Pure Muskegon, LLC, and is actively working towards redevelopment of the site.

Thank you for your time and consideration of this request. If I can provide any additional information or be of assistance, please do not hesitate to contact me directly at (616) 752-2447.

Very truly yours,

Jared T. Belka

Enclosures

cc: Jon Rooks *via e-mail*
Rory Charron *via e-mail*
George Holmes *via e-mail*

PROPOSED DISTRICT

Property Description:



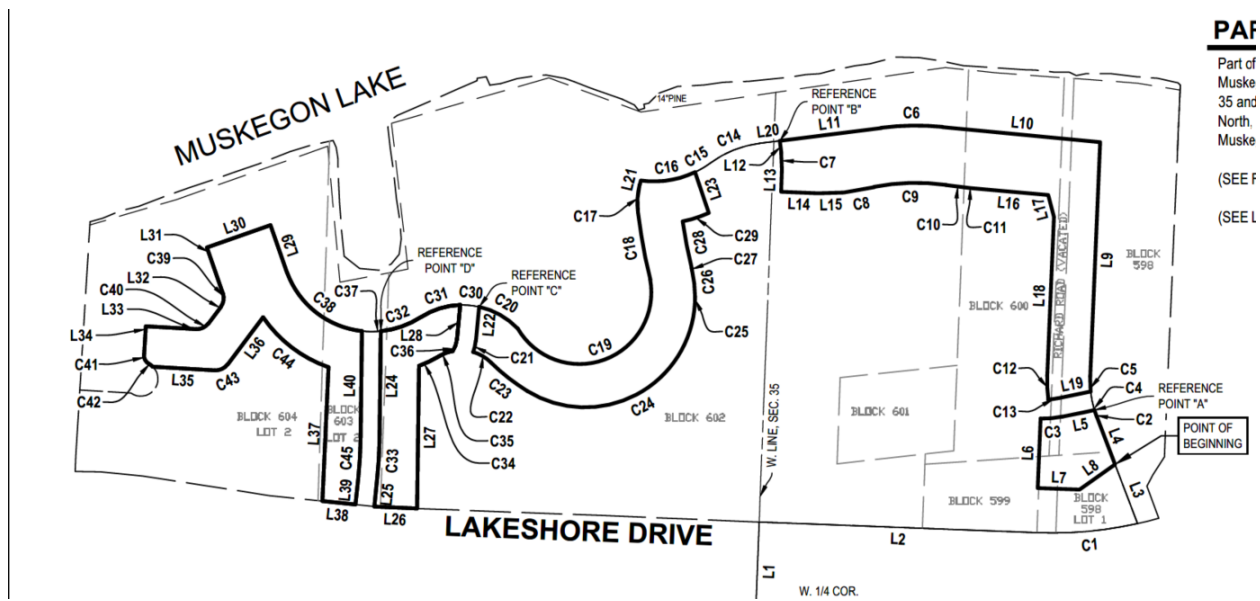
Property Address: LAKESHORE DR, MUSKEGON, MI 49441

Tax Parcel No.: 24-205-598-0001-10

Parcel Size: 44 +/- acres

Legal Description: That part of Blocks 598, 599, 601, 602, 603 and 604 of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71 and part of the Northwest 1/4 of Section 35 and the Northeast 1/4 of Section 34, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, described as: Commencing at the West 1/4 corner of said Section 35; thence N02°12'49"E 1677.46 feet along the West line of said Section to the Point of Beginning; thence S82°47'56"W 50.55 feet; thence Southwesterly 186.25 feet along a 367.00 foot radius curve to the left, said curve having a central angle of 29°04'38", and a chord bearing S68°15'37"W 184.26 feet; thence Southwesterly 257.49 feet along a 333.00 foot radius curve to the right, said curve having a central angle of 44°18'12", and a chord bearing S75°52'24"W 251.12 feet; thence S13°42'45"W 15.79 feet; thence Southwesterly 95.90 feet along a 267.00 foot radius curve to the left, said curve having a central angle of 20°34'23", and a chord bearing S03°25'23"W 95.38 feet; thence Southeasterly 239.57 feet along a 2012.48 foot radius curve to the left, said curve having a central angle of 06°49'14", and a chord bearing S10°16'50"E 239.42 feet; thence Southwesterly 700.49 feet along a 250.48 foot radius curve to the right, said curve having a central angle of 160°13'48", and a chord bearing S69°41'27"W 493.53 feet; thence Northwesterly 369.37 feet along a 267.00 foot radius curve to the left, said curve having a central angle of 79°15'51", and a chord bearing N83°20'11"W 340.61 feet; thence Northwesterly 564.61 feet along a 314.98 foot radius curve to the right, said curve having a central angle of 102°42'11", and a chord

bearing N71°37'01"W 492.00 feet; thence N19°15'29"W 176.42 feet; thence S70°44'31"W 235.50 feet; thence S19°15'29"E 170.95 feet; thence Southwesterly 48.47 feet along a 49.50 foot radius curve to the right, said curve having a central angle of 56°06'05", and a chord bearing S08°47'33"W 46.56 feet; thence S36°50'36"W 73.36 feet; thence Southwesterly 48.86 feet along a 49.50 foot radius curve to the right, said curve having a central angle of 56°32'58", and a chord bearing S65°07'04"W 46.90 feet; thence N86°36'27"W 176.27 feet; thence S03°23'33"W 99.79 feet; thence Southeasterly 39.11 feet along a 35.00 foot radius curve to the left, said curve having a central angle of 64°01'09", and a chord bearing S28°37'01"E 37.10 feet; thence Southwesterly 194.32 feet along a 60.00 foot radius curve to the right, said curve having a central angle of 185°33'57", and a chord bearing S32°09'23"W 119.86 feet; thence N86°36'27"W 178.67 feet; thence N03°27'29"E 419.63 feet; thence S86°36'27"E 110.19 feet; thence S79°07'05"E 44.92 feet; thence Northeasterly 81.82 feet on a 166.00 foot radius curve to the right, said curve having a central angle of 28°14'26" and a chord bearing N30°56'43"E 81.00 feet; thence N33°06'55"W 12.65 feet; thence N19°15'19"W 139.80 feet to Reference Point "A"; thence continuing N19°15'19"W 16 feet, more or less, to the Water's Edge of Muskegon Lake; thence Northeasterly along said Water's Edge to a line bearing N02°26'40"E from Reference Point "B", said Reference Point "B" being N73°38'29"E 177.12 feet; N70°33'27"E 559.46 feet; S05°07'58"E 477.00 feet; N79°06'45"E 242.00 feet; N06°24'39"W 513.00 feet; N73°53'16"E 571.33 feet; S69°37'49"E 343.90 feet; N81°39'10"E 1074.06 feet; S83°56'05"E 175.31 feet; S85°50'16"E 497.19 feet; and S80°44'18"E 151.35 feet from said Reference Point "A", the previous 11 calls being along an Intermediate Traverse Line; thence S02°26'40"W 17 feet, more or less, to said Reference Point "B"; thence continuing S02°26'40"W 1199.14 feet; thence N87°33'20"W 134.58 feet; thence S69°06'08"W 14.26 feet; thence S20°53'52"E 322.75 feet; thence Southwesterly 66.50 feet along a 1367.00 radius curve to the left, said curve having a central angle of 02°47'14", and a chord bearing S76°03'58"W 66.49 feet along the Northerly Right of Way of Lakeshore Drive; thence N20°53'52"W 401.11 feet; thence Northwesterly 141.78 feet along a 348.00 radius curve to the right, said curve having a central angle of 23°20'33", and a chord bearing N09°13'36"W 140.80 feet; thence N02°26'40"E 820.16 feet; thence N84°34'17"W 553.81 feet; thence Southwesterly 213.27 feet along a 962.00 foot radius curve to the left, said curve having a central angle of 12°42'08", and a chord bearing S89°09'00"W 212.83 feet; thence S82°47'56"W 378.38 feet to the Point of Beginning.



Property Address: LAKESHORE DR, MUSKEGON, MI 49441

Tax Parcel No.: 24-205-598-0001-01

Parcel Size: 21.46 acres

Legal Description: That part of Blocks 598, 599, 601, 602, 603 and 604 of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71 and part of the Northwest 1/4 of Section 35 and the Northeast 1/4 of Section 34, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, described as: Commencing at the West 1/4 corner of said Section 35; thence N02°12'49"E 347.07 feet along the West line of said Section; thence S87°48'45"E 973.32 feet; thence Northeasterly 351.39 feet along a 1367.00 foot radius curve to the left, said curve having a central angle of 14°43'41", and a chord bearing N84°49'25"E 350.42 feet, the previous 2 calls being along the Northerly Right-of-Way line of Lakeshore Drive, a 66.00 foot wide public Right-of-Way; thence N20°53'52"W 221.24 feet to the Point of Beginning; thence continuing N20°53'52"W 179.88 feet; thence Northwesterly 23.05 feet along a 348.00 foot radius curve to the right, said curve having a central angle of 03°47'43", and a chord bearing N19°00'01"W 23.05 feet to Reference Point "A"; thence S78°20'19"W 115.14 feet; thence Southwesterly 75.74 feet along a 333.00 foot radius curve to the right, said curve having a central angle of 13°01'53", and a chord bearing S84°51'16"W 75.57 feet; thence S02°26'46"W 242.34 feet; thence S87°50'31"E 146.53 feet; thence N54°35'59"E 151.65 feet to the Point of Beginning.

ALSO: Recommencing at said Reference Point "A"; thence Northwesterly 66.10 feet along a 348.00 foot radius curve to the right, said curve having a central angle of 10°52'58", and a chord bearing N11°39'41"W 66.00 feet to the Point of Beginning; thence continuing Northwesterly 52.63 feet along a 348.00 foot radius curve to the right, said curve having a central angle of 08°39'52", and a chord bearing N01°53'16"W 52.58 feet; thence N02°26'40"E 820.16 feet; thence N84°34'17"W 553.81 feet; thence Southwesterly 213.27 feet along a 962.00 foot radius curve to the left, said curve having a central angle of 12°42'08", and a chord bearing S89°09'00"W 212.83 feet; thence S82°47'56"W 357.49 feet

to Reference Point "B"; thence S07°12'04"E 42.30 feet; thence Southeasterly 54.55 feet along a 332.00 foot radius curve to the right, said curve having a central angle of 09°24'53", and a chord bearing S02°29'37"E 54.49 feet; thence S02°12'49"W 81.68 feet; thence S87°47'11"E 129.00 feet; thence N88°28'30"E 89.97 feet; thence Northeasterly 107.95 feet along a 3449.20 foot radius curve to the left, said curve having a central angle of 01°47'35", and a chord bearing N79°52'43"E 107.95 feet; thence Northeasterly 252.42 feet along a 762.00 foot radius curve to the right, said curve having a central angle of 18°58'47", and a chord bearing N88°28'19"E 251.27 feet; thence Southeasterly 81.63 feet along a 2253.48 foot radius curve to the left, said curve having a central angle of 02°04'31", and a chord bearing S83°04'34"E 81.62 feet; thence Southeasterly 6.24 feet along a 421.00 foot radius curve to the left, said curve having a central angle of 00°50'59", and a chord bearing S84°32'19"E 6.24 feet; thence S84°57'48"E 270.26 feet; thence S14°41'16"E 79.80 feet; thence S02°26'40"W 551.64 feet; thence Southeasterly 87.25 feet along a 498.00 foot radius curve to the left, said curve having a central angle of 10°02'17", and a chord bearing S02°34'28"E 87.14 feet; thence Northeasterly 35.28 feet along a 267.00 foot radius curve to the left, said curve having a central angle of 07°34'15", and a chord bearing N82°07'27"E 35.26 feet; thence N78°20'19"E 115.14 feet to the Point of Beginning.

ALSO: Recommencing at said Reference Point "B"; thence S82°47'56"W 71.44 feet; thence Southwesterly 186.25 feet along a 367.00 foot radius curve to the left, said curve having a central angle of 29°04'38", and a chord bearing S68°15'37"W 184.26 feet; thence Southwesterly 62.77 feet along a 333.00 foot radius curve to the right, said curve having a central angle of 10°48'03", and a chord bearing S59°07'20"W 62.68 feet to the Point of Beginning; thence continuing Southwesterly 194.71 feet along a 333.00 foot radius curve to the right, said curve having a central angle of 33°30'09", and a chord bearing S81°16'26"W 191.95 feet; thence S13°42'45"W 15.79 feet; thence Southwesterly 95.90 feet along a 267.00 foot radius curve to the left, said curve having a central angle of 20°34'45", and a chord bearing S03°25'23"W 95.38 feet; thence Southeasterly 239.57 feet along a 2012.48 foot radius curve to the left, said curve having a central angle of 06°49'14", and a chord bearing S10°16'50"E 239.42 feet; thence Southwesterly 700.49 feet along a 250.48 foot radius curve to the right, said curve having a central angle of 160°13'48", and a chord bearing S69°41'27"W 493.53 feet; thence Northwesterly 157.34 feet along a 267.00 foot radius curve to the left, said curve having a central angle of 33°45'50", and a chord bearing N60°35'11"W 155.07 feet to Reference Point "C"; thence S05°25'56"W 120.27 feet; thence Southwesterly 40.12 feet along a 158.00 foot radius curve to the right, said curve having a central angle of 14°32'56", and a chord bearing S12°42'23"W 40.01 feet; thence Southeasterly 73.18 feet along a 150.00 foot radius curve to the right, said curve having a central angle of 27°57'07", and a chord bearing S59°27'07"E 72.45 feet; thence Southeasterly 160.98 feet along a 717.02 foot radius curve to the left, said curve having a central angle of 12°51'48", and a chord bearing S51°54'27"E 160.64 feet; thence Northeasterly 797.85 feet along a 384.56 foot radius curve to the left, said curve having a central angle of 118°52'21", and a chord bearing N62°13'18"E 662.26 feet; thence Northeasterly 20.86 feet along a 366.02 foot radius curve to the left, said curve having a central angle of 03°15'53", and a chord bearing N01°09'07"E 20.85 feet; thence Northwesterly 93.87 feet along a 443.39 foot radius curve to the left, said curve having a central angle of 12°07'46", and a chord bearing N06°32'43"W 93.69 feet; thence Northwesterly 6.35 feet along a 366.00 foot radius curve to the left, said curve having a central angle of 00°59'40", and a chord bearing N13°06'26"W 6.35 feet; thence Northwesterly 167.50 feet along a 1855.22 foot radius curve to the right, said curve having a central angle of 05°10'23", and a chord bearing N11°01'05"W 167.44 feet; thence Northeasterly 96.10 feet along a 483.00 foot radius curve to the left, said curve having a

central angle of 11°23'58", and a chord bearing N72°22'58"E 95.94 feet; thence N18°32'25"W 150.76 feet to the Point of Beginning.

ALSO: Recommencing at said Reference Point "C"; thence Northwesterly 66.17 feet along a 267.00 foot radius curve to the left, said curve having a central angle of 14°11'57", and a chord bearing N84°34'04"W 66.00 feet to the Point of Beginning; thence continuing Southwesterly 145.86 feet along a 267.00 foot radius curve to the left, said curve having a central angle of 31°18'03", and a chord bearing S72°40'55"W 144.06 feet; thence Southwesterly 149.63 feet along a 314.98 foot radius curve to the right, said curve having a central angle of 27°13'08", and a chord bearing S70°38'28"W 148.23 feet to Reference Point "D"; thence S00°45'04"W 380.60 feet; thence Southwesterly 139.07 feet along a 1533.00 foot radius curve to the right, said curve having a central angle of 05°11'52", and a chord bearing S03°21'00"W 139.02 feet; thence S05°56'55"W 93.54 feet; thence S87°18'12"E 149.86 feet along the Northerly Right-of-Way line of Lakeshore Drive, a 66.00 foot wide public Right-of-Way; thence N00°45'04"E 498.15 feet; thence Northeasterly 78.47 feet along a 464.98 foot radius curve to the left, said curve having a central angle of 09°40'08", and a chord bearing N64°23'04"E 78.37 feet; thence Northeasterly 50.69 feet along a 150.00 foot radius curve to the right, said curve having a central angle of 19°21'49", and a chord bearing N69°13'54"E 50.45 feet; thence Northeasterly 44.81 feet along a 92.00 foot radius curve to the left, said curve having a central angle of 27°54'14", and a chord bearing N19°23'02"E 44.36 feet; thence N05°25'56"E 120.27 feet to the Point of Beginning.

ALSO: Recommencing at said Reference Point "D"; thence Northwesterly 66.12 feet along a 314.98 foot radius curve to the right, said curve having a central angle of 12°01'41", and a chord bearing N89°44'08"W 66.00 feet to the Point of Beginning; thence continuing Northwesterly 348.85 feet along a 314.98 foot radius curve to the right, said curve having a central angle of 63°27'22", and a chord bearing N51°59'36"W 331.29 feet; thence N19°15'29"W 176.42 feet; thence S70°44'31"W 235.50 feet; thence S19°15'29"E 170.95 feet; thence Southwesterly 48.47 feet along a 49.50 foot radius curve to the right, said curve having a central angle of 56°06'05", and a chord bearing S08°47'33"W 46.56 feet; thence S36°50'36"W 73.36 feet; thence Southwesterly 48.86 feet along a 49.50 foot radius curve to the right, said curve having a central angle of 56°32'58", and a chord bearing S65°07'04"W 46.90 feet; thence N86°36'27"W 176.27 feet; thence S03°23'33"W 99.79 feet; thence Southeasterly 39.11 feet along a 35.00 foot radius curve to the left, said curve having a central angle of 64°01'09", and a chord bearing S28°37'01"E 37.10 feet; thence Southeasterly 15.87 feet along a 60.00 foot radius curve to the right, said curve having a central angle of 15°09'12", and a chord bearing S53°03'00"E 15.82 feet; thence S86°36'27"E 217.11 feet; thence Northeasterly 51.82 feet along a 52.50 foot radius curve to the left, said curve having a central angle of 56°32'58", and a chord bearing N65°07'04"E 49.74 feet; thence N36°50'36"E 205.42 feet; thence Southeasterly 292.25 feet along a 461.30 foot radius curve to the left, said curve having a central angle of 36°17'56", and a chord bearing S52°35'45"E 287.39 feet; thence S02°32'55"W 467.98 feet; thence S84°03'05"E 115.94 feet along said Northerly line of Lakeshore Drive; thence N05°56'55"E 93.54 feet; thence Northeasterly 133.08 feet along a 1467.00 foot radius curve to the left, said curve having a central angle of 05°11'52", and a chord bearing N03°21'00"E 133.04 feet; thence N00°45'04"E 380.04 feet to the Point of Beginning.

Contains 21.46 acres. Subject to easements, restrictions and rights-of-way of record.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: Neighborhood Enterprise Zone Certificates - 577 Amity Ave. and 723 Amity Ave.						
Submitted by: Isabela Gonzalez, Development Analyst	Department: Economic Development						
Brief Summary: Staff is requesting the approval of Neighborhood Enterprise Zone (NEZ) certificates for 15 years for a new construction home at 577 Amity Ave. and 723 Amity Ave.							
Detailed Summary & Background: Robert Muusse Builders LLC has submitted two applications for Neighborhood Enterprise Zone (NEZ) certificates for the construction of single-family homes at 577 Amity Avenue and 723 Amity Avenue. 577 Amity Ave. will feature three bedrooms and one and a half bathrooms. 723 Amity Ave. will have two bedrooms and one bathroom, with the potential to add an additional bedroom and bathroom. The Neighborhood Enterprise Zone Act provides for the development and rehabilitation of residential housing located within eligible distressed communities. Approval of these applications would grant the future property owners a tax abatement that reduces their property taxes by approximately 50% for up to 15 years.							
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"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Recommended Motion: I move to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years at 577 Amity Ave. and 723 Amity Ave. and authorize the City Clerk and Mayor to sign the applications and resolutions.							
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td>☒</td></tr></table>	Immediate Division Head	☒	Name the Policy/Ordinance Followed: Public Act 147 of 1992, as amended				
Immediate Division Head	☒						

Information Technology			
Other Division Heads			
Communication			
Legal Review			

Application for Neighborhood Enterprise Zone Certificate

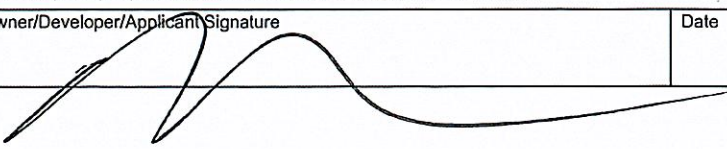
Issued under authority of Public Act 147 of 1992, as amended.

RECEIVED
FEB 26 2026

LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No.	Date Received

STATE USE ONLY	
Application No.	Date Received

Read the instructions before completing the application. The application must be filed prior to building permit issuance and start of construction except as provided in the instructions on page 3 under Owner/Developer/Applicant Instructions. Initially file completed application and required documents with the clerk of the local governmental unit (LGU). An applicant may submit one application for multiple rehabilitated facilities located in the same building that will not be owner-occupied. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the LGU. Please see the instruction sheet.

PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)			
Owner/Developer/Applicant Name ROBERT MUSSE		Type of Approval Requested ☒ New Facility ☐ Rehabilitated Facility	
Facility's Street Address 577 AMITY AVE		No. of years requested for exemption (6-15; 11-17 for qualified historic building) 15	
City MUSKEGON	State MI	ZIP Code 49442	
Name of City, Township or Village (taxing authority) MUSKEGON		Is the facility owned or rented by occupants? ☐ Owned ☐ Rented	
☒ City ☐ Township ☐ Village		Type of Property (check one) ☒ House ☐ Duplex ☐ Condo ☐ Loft ☐ Apartment - No. of Units _____	
County MUSKEGON		Estimated Project Cost (per unit)	
Identify who will complete the work ☒ Licensed Contractor ☐ Other _____			
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary. SINGLE FAMILY new Design 3Bed 1 1/2 BA			
Timetable for undertaking and completing the rehabilitation or construction of the facility.		Building Permit Date (if applicable)	
Begin Date APRIL 2024	End Date DECEMBER	-	
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION			
Contact Name ROBERT MUSSE			
Contact Telephone Number 616 437 0444		Contact Email Address robertmusselbinder@gmail.com	
Owner/Developer/Applicant Name ROBERT MUSSE LLC			
Owner/Developer/Applicant Telephone Number 3		Owner/Developer/Applicant Email Address	
Owner/Developer/Applicant Mailing Address 3465 PALMER DRIVE		City SAUWAULT	State MI ZIP Code 49453
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
I understand that this property tax exemption application is approved at public meetings and is subject to public disclosure requirements. In addition, the exemption information is included on local property tax rolls and is made available on a website maintained by the Michigan Department of Treasury for purposes of accurate assessment administration.			
Owner/Developer/Applicant Signature 		Date 2/26/26	

Continue on Page 2

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
Name of LGU <u>City of Muskegon</u>			
Assessor's Name (First and last name) <u>Donna VanderVries</u>			
Assessor's Telephone Number <u>231 750 6750</u>		Assessor's Email Address <u>vandervriesd@muskegoncounty.net</u>	
<i>The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.</i> <i>I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.</i> <i>I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.</i>			
Assessor's Signature <u>[Signature]</u>			Date <u>2/3/2024</u>
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
School District		Name of LGU that established district	
School Code		Date district was established	
Name or Number of Neighborhood Enterprise Zone		Revenue Sharing Code	
Action taken by LGU: ☐ Exemption Approved for _____ Years (6-15) ☐ Exemption Approved for _____ Years (11-17 qualified historic building) ☐ Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application: ☐ 1. Original Application ☐ 2. Legal description of the real property with parcel identification number ☐ 3. Resolution approving the zone. ☐ 4. Resolution approving the application. ☐ 5. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Date of resolution approving/denying this application			
Clerk's Name (First and Last)			
Clerk's Telephone Number			
Clerk's Email Address			
Clerk's Mailing Address		City	State ZIP Code
<i>I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.</i> <i>I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.</i>			
Clerk's Signature			Date

The completed application and additional required documentation can be emailed to PTE@michigan.gov or mailed to:

Michigan Department of Treasury, State Tax Commission
 P.O. Box 30471
 Lansing, MI 48909

To avoid processing delays use either email or mail, not both.

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent by email or mail directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

RECEIVED

FEB 26 2026

Michigan Department of Treasury
4775 (Rev. 09-25), Page 1**Application for Neighborhood Enterprise
Zone Certificate**

Issued under authority of Public Act 147 of 1992, as amended.

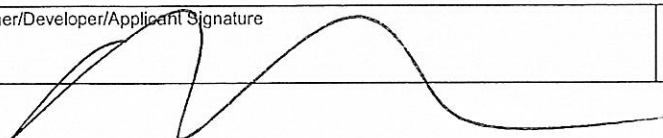
CITY OF MUSKEGON
DEVELOPMENT SERVICES**LOCAL GOVERNMENTAL UNIT USE ONLY**

Application No. Date Received

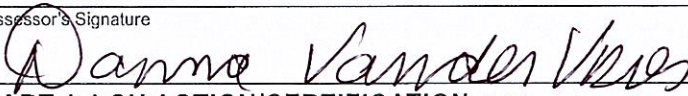
STATE USE ONLY

Application No. Date Received

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PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)			
Owner/Developer/Applicant Name ROBERT MUSSE		Type of Approval Requested ☒ New Facility ☐ Rehabilitated Facility	
Facility's Street Address 723 AMITY AVE		No. of years requested for exemption (6-15; 11-17 for qualified historic building) 15	
City MUSKEGON	State MI	ZIP Code 49442	
Name of City, Township or Village (taxing authority) MUSKEGON		Is the facility owned or rented by occupants? ☒ Owned ☐ Rented	
☒ City ☐ Township ☐ Village		Type of Property (check one) ☒ House ☐ Duplex ☐ Condo ☐ Loft ☐ Apartment - No. of Units _____	
County MUSKEGON		Estimated Project Cost (per unit) 200000	
Identify who will complete the work ☒ Licensed Contractor ☐ Other _____			
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary. SINGLE FAMILY HOME 2 Bed 1 bath → potential 3rd / Bath			
Timetable for undertaking and completing the rehabilitation or construction of the facility.		Building Permit Date (if applicable)	
Begin Date JAN 31	End Date TBD		
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION			
Contact Name ROBERT MUSSE			
Contact Telephone Number 616 477 5446		Contact Email Address robertmusssebuilder@gmail.com	
Owner/Developer/Applicant Name ROBERT MUSSE LLC			
Owner/Developer/Applicant Telephone Number		Owner/Developer/Applicant Email Address	
Owner/Developer/Applicant Mailing Address 3445 PALMER DRIVE		City SAUGATUCK	State MI ZIP Code 49453
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
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Owner/Developer/Applicant Signature 		Date 2/26/26	

Continue on Page 2

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Assessor's Name (First and last name) Donna VanderVries			
Assessor's Telephone Number 231 750 6750		Assessor's Email Address vandervriesdo@muskegoncounty.net	
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll. I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll. I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature 			Date 2/4/2024
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
School District		Name of LGU that established district	
School Code		Date district was established	
Name or Number of Neighborhood Enterprise Zone		Revenue Sharing Code	
Action taken by LGU: ☐ Exemption Approved for _____ Years (6-15) ☐ Exemption Approved for _____ Years (11-17 qualified historic building) ☐ Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application: ☐ 1. Original Application ☐ 2. Legal description of the real property with parcel identification number ☐ 3. Resolution approving the zone. ☐ 4. Resolution approving the application. ☐ 5. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Date of resolution approving/denying this application			
Clerk's Name (First and Last)			
Clerk's Telephone Number			
Clerk's Email Address			
Clerk's Mailing Address		City	State
		ZIP Code	
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk's Signature			Date

The completed application and additional required documentation can be emailed to PTE@michigan.gov or mailed to:

Michigan Department of Treasury, State Tax Commission
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 Lansing, MI 48909

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Any questions concerning the completion of this application should be directed to the LGU clerk.

CITY OF MUSKEGON

933 TERRACE
MUSKEGON, MI 49440
United States
WWW.MUSKEGON-MI.GOV



Receipt: 0101056665 Feb/26/2026

Cashier: WENDY.WEBSTER

Received Of: ROBERT MUUSSE BUILDER LLC
3465 PALMER DR
SAUGATUCK, MI 49453

Desc: NEZ APPS FOR 577 AND 723 AMITY

Planning

The sum of: \$100.00

19-10	NEZ APPLICATION FEE			100.00
	TAX ABATEMENT APPLICATION FEES	101-000-640	100.00	
			Total	100.00
TENDERED:		CHECK PAYMENT	1403	100.00

NOTES NEZ APPS FOR 577 AND 723 AMI



Received & Sealed for Record
William A. Moulatsiotis Register of Deeds
Muskegon County Michigan
10/13/2025 02:17:32 PM Liber: 4398 Page: 913

William A. Moulatsiotis
Register of Deeds
Muskegon County Michigan
5864446 D02

Liber: 4398 Page: 913
Page: 1 of 2
10/13/2025 02:17:32 PM

QUIT-CLAIM DEED

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

QUIT CLAIMS to **Robert Muusse**, of 3465 Palmer Dr, Saugatuck MI, 49453, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

**See Legal Descriptions*

for the sum of Twelve Thousand, One Hundred Fifty and 0/100 Dollars (**\$12,150.00**)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of one (1) single-family home on each parcel, for a total of six (6) single-family homes, on the premises herein conveyed within twenty-four (24) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the homes and driveways. "Complete construction" means: (1) issuance of a residential building permits by the City of Muskegon; and (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwellings described in the said building permits. In the event of reversion of titles of the above-described premises, improvements made thereon shall become the property of Grantor.

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

Dated this 12th day of August, 2025.

Signed in the presence of:

Linda Potter
Linda Potter
Jessica Enimm
Jessica Enimm

CITY OF MUSKEGON

By Ken Johnson
Ken Johnson, Its Mayor
and Ann Marie Meisch
Ann Marie Meisch, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Before me personally appeared in Muskegon County, Michigan, on August 12, 2025, by KEN JOHNSON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Samantha Pulos
City of Muskegon Planning Dept.
933 Terrace St. Room 202
Muskegon, MI 49440
Telephone: 231/724-6702

Linda S. Potter
Linda S. Potter, Notary Public
Acting in the County of Muskegon
Muskegon County, Michigan
My Comm. Expires: 9-25-2030

WHEN RECORDED RETURN TO: Grantees SEND SUBSEQUENT TAX BILLS TO: Grantees

Legal Descriptions

Legal Description: CITY OF MUSKEGON REVISED PLAT 1903 E ½ LOT 1 AND 14 BLK 44
Address: 461 WHITE AVE, MUSKEGON, MI 49442
Parcel #: 61-24-205-044-0001-10
Price: \$3,000.00
(TO BE SPLIT INTO TWO BUILD-ABLE LOTS)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 44 FT OF N 165 FT OF
LOT 4 BLK 51
Address: 723 AMITY AVE, MUSKEGON, MI 49442
Parcel #: 61-24-205-051-0004-00
Price: \$3,000.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 80 FT OF N 1/2 LOT 8 &
N 32 FT OF S 132 FT OF E 1/2 LOT 8 BLK 51
Address: 695 AMITY AVE, MUSKEGON, MI 49442
Parcel #: 61-24-205-051-0008-10
Price: \$3,750.00
(TO BE SPLIT INTO TWO BUILD-ABLE LOTS)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 44 FT LOT 3 & W 44 FT
OF E 110 FT OF N 33 FT LOT 5 BLK 53
Address: 577 AMITY AVE, MUSKEGON, MI 49442
Parcel #: 61-24-205-053-0003-20
Price: \$2,400.00

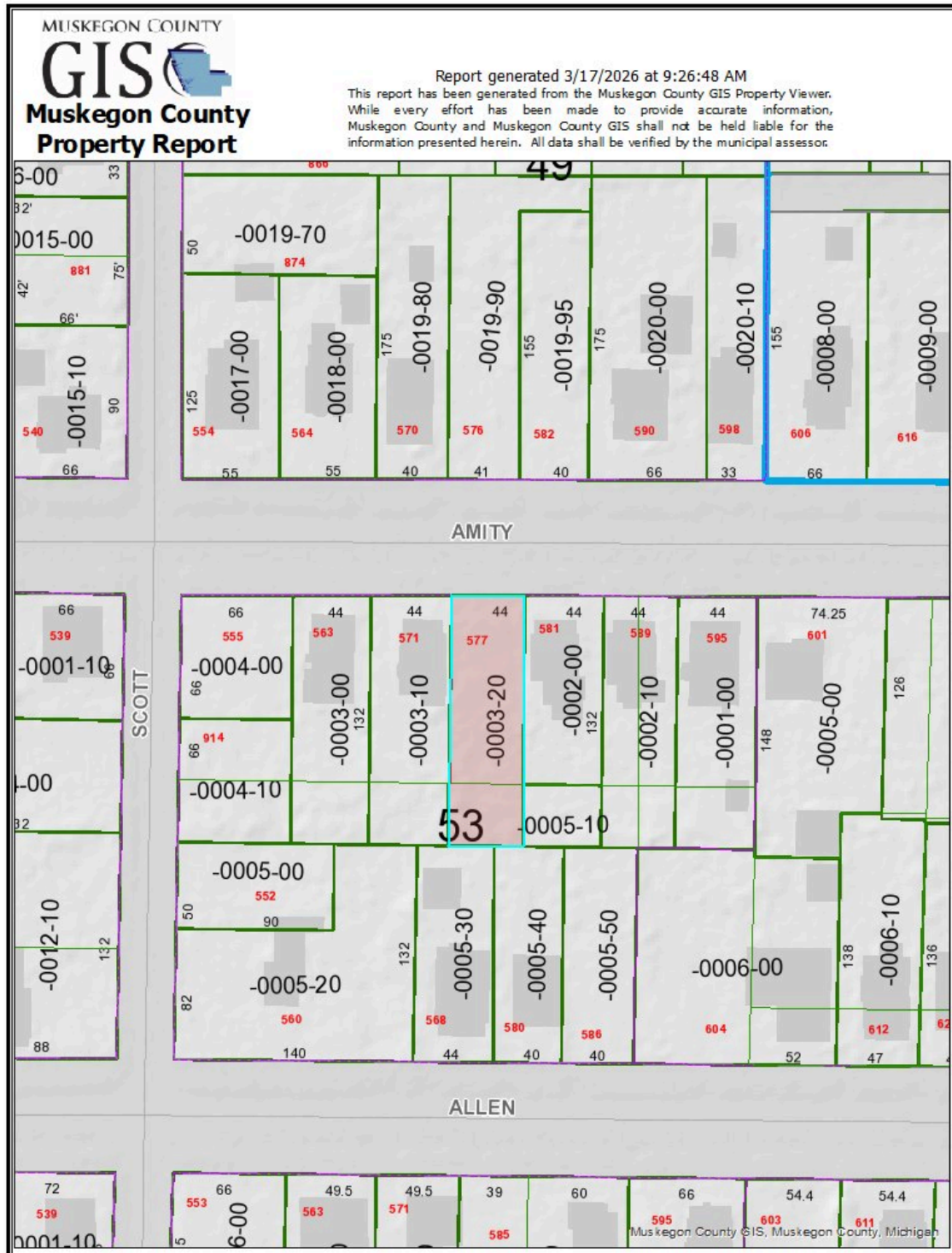


Muskegon County Property Report - 577 Amity

Area of Interest (AOI) Information

Area : 6,034.01 ft²

Mar 17 2026 9:26:09 Eastern Daylight Time



Summary

Name	Count	Area(ft ²)	Length(ft)
Parcels	1	6,034.01	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-205-053-0003-20	24	0.14	0.13	577	No Data	577 AMITY AVE	MUSKEGON

#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
1	MI	49442	MUUSSE ROBERT	No Data	No Data	3465 PALMER DR	SAUGATUCK	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49453	0.00	0.00	0.00	0	201	Commercial - Improved	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft ²)
1	MUSKEGON CITY SCHOOL DIST	R	CITY OF MUSKEGON REVISED PLAT OF 1903 E 44 FT LOT 3 & W 44 FT OF E 110 FT OF N 33 FT LOT 5 BLK 53	6,034.01

©2020 Muskegon County GIS Data reported herein is believed to be accurate and up to date, however Muskegon County and Muskegon County GIS make no warranty to the accuracy of the data. It is advised that before any decisions are made from this data, that the local assessor or building officials are contacted.



Muskegon County Property Report - 723 Amity

Area of Interest (AOI) Information

Area : 6,936.25 ft²

Mar 17 2026 9:28:05 Eastern Daylight Time



Summary

Name	Count	Area(ft ²)	Length(ft)
Parcels	1	6,936.25	N/A

Parcels

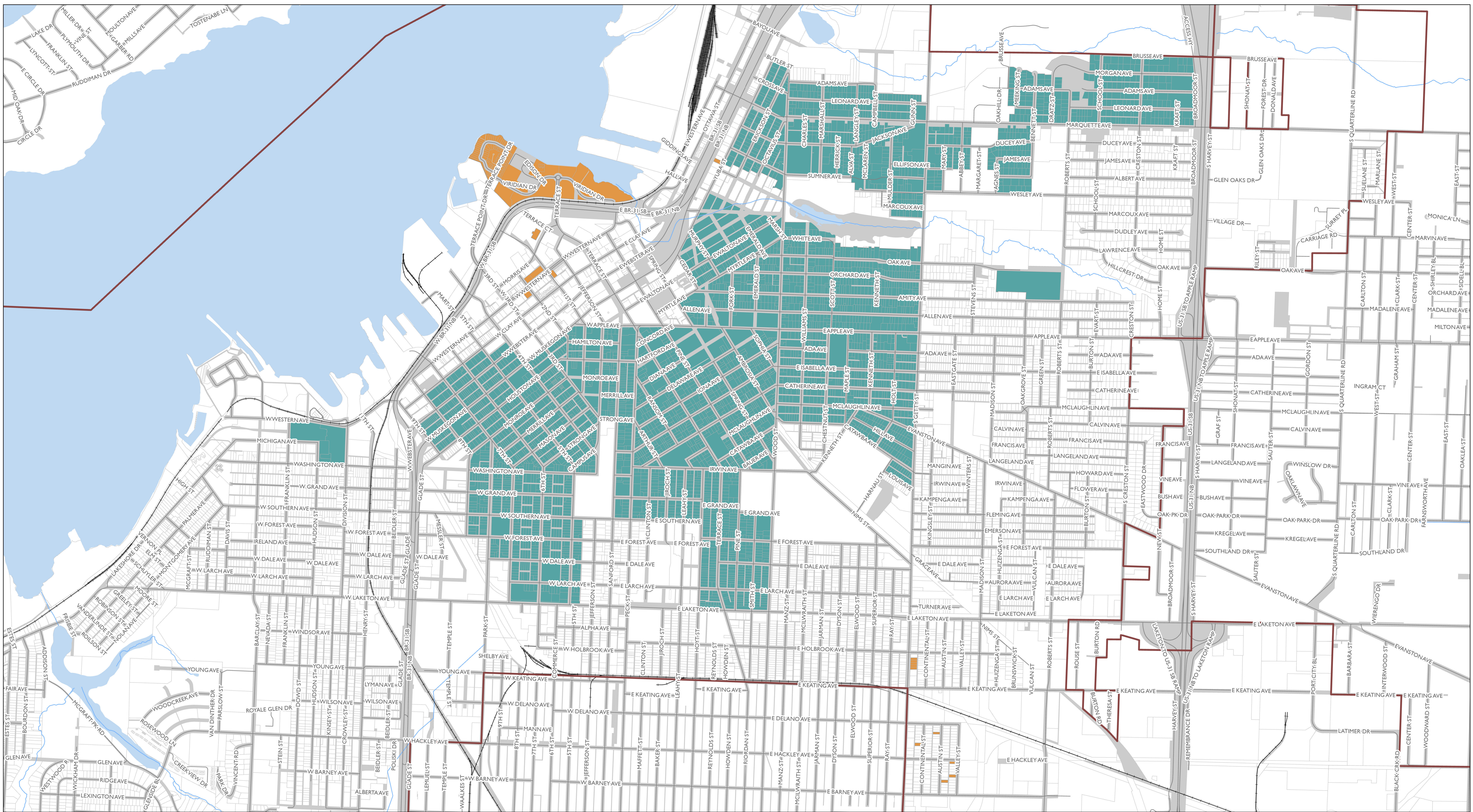
#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-205-051-0004-00	24	0.16	0.17	723	No Data	723 AMITY AVE	MUSKEGON

#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
1	MI	49442	MUUSSE ROBERT	No Data	No Data	3465 PALMER DR	SAUGATUCK	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49453	0.00	0.00	0.00	0	402	Residential - Vacant	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft ²)
1	MUSKEGON CITY SCHOOL DIST	R	CITY OF MUSKEGON REVISED PLAT OF 1903 W 44 FT OF N 165 FT OF LOT 4 BLK 51	6,936.25

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Neighborhood Enterprise Zones (NEZ's)
In the City of Muskegon
Muskegon County, Michigan

Map Features

- NEZ NEW CONSTRUCTION
- NEZ REHAB & NEW CONSTRUCTION
- Parcels
- Street Centerline
- Railroads
- Rivers and Streams
- Lakes
- Municipalities
- Right of Way

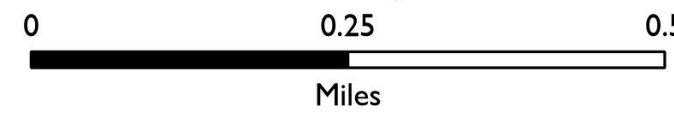
NEZ District Areas

Rehab and New Construction NEZ Area = 1,214.92 Acres ±
New Construction NEZ Area = 50.10 Acres ±
Total NEZ Area = 1265.03 Acres ±

City of Muskegon Area = 9,481.16 Acres ±
(not including Muskegon Lake)
NEZ Area % of Total Area = 13.34%



Scale: 1:9,600



Map by Muskegon County GIS
1903 Marquette Ave, Suite A203
Muskegon, MI 49442
www.muskegoncountygis.org
Map Data: Muskegon County
NEZ District Information provided by the
City of Muskegon
Projection: State Plane NAD 1983 Michigan
South Zone, International Feet
Map Created 2/12/2026

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Robert Muusse Builders LLC to construct a new home at 577 Amity Ave. in the Angell neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for fifteen (15) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Robert Muusse Builders LLC be approved.

Adopted this 24th day of March, 2026.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on November 25, 2025.

By: _____
Ann Meisch
City Clerk

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Robert Muusse Builders LLC to construct a new home at 723 Amity Ave. in the Angell neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for fifteen (15) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Robert Muusse Builders LLC be approved.

Adopted this 24th day of March, 2026.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on November 25, 2025.

By: _____
Ann Meisch
City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026		Title: Approval of Minutes																
Submitted by: Ann Meisch, City Clerk		Department: City Clerk																
Brief Summary: To approve minutes of the March 9th Worksession Meeting and the March 10th 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"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>		Yes		No		N/A	X									
Yes		No		N/A	X													
Fund(s) or Account(s):		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>		Yes		No		N/A	X									
Yes		No		N/A	X													
Recommended Motion: Approval of the minutes.																		
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>		Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			<u>Name the Policy/Ordinance Followed:</u>	
Immediate Division Head																		
Information Technology																		
Other Division Heads																		
Communication																		
Legal Review																		

CITY OF MUSKEGON

CITY COMMISSION WORKSESSION

March 9, 2026 @ 5:30 PM

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

MINUTES

The City Commission Worksession Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Monday, March 9, 2026.

Present: Mayor Ken Johnson, Commissioners Kiley Jackson, Katrina Kochin, Rebecca St.Clair, Jay Kilgo, and Willie German, Jr., City Manager Jonathan Seyferth, and City Clerk Ann Marie Meisch
Absent: Vice Mayor Destinee Keener

2026-16 NEW BUSINESS

A. Muskegon Lighthouse Restoration Progress - Save Our Light Capital Campaign City Clerk

City Clerk Ann Meisch introduced Kim Lange and Don Kalisz who gave an update on the Muskegon Lighthouse Restoration progress.

B. Beach Shuttle Service Recommendation Manager's Office

Staff is seeking direction on the beach shuttle service proposal for the 2026 beach season. Deputy City Manager LeighAnn Mikesell gave an update on what our plans are for the shuttle service.

Staff conducted a 2025 season follow-up meeting with Muskegon Area Transit System (MATS) and Pioneer Resources where Pioneer expressed that the work did not align well with their service model, and they declined to participate in the 2026 season. This winter, staff has been working with MATS to develop an updated transit service proposal for service to and among our beaches. Details of the proposal are in the packet. Both the beach circulator and downtown to beach connector services are provided by MATS, allowing all users to use online services to track buses and see route maps and schedules. In addition, all buses will be equipped with bike racks.

The beach circulator option, known as the Tan Line, will connect users to beach parks including Harbour Towne, Margaret Drake Eliot, Pere Marquette, Beachwood, and Kruse Parks.

The downtown to beach connector, known as the Town Line, provides service from downtown and Lakeside high tourist destinations to Pere Marquette Park. Adjustments were made to each of the routes based on feedback through surveys, data on ridership, and other input given during the pilot season in 2025. It should be noted that service times have been modified to better align with MATS staffing availability.

The proposed transit cost is \$48,800 which is less than the total cost of \$70,200 paid last year. Costs for the service will be expensed to the Parking Department. There will be some minor additional costs for marketing materials. Due to new ADA requirements, some stops will require upgrades. MATS has funding for the work and will coordinate with the City to accomplish it.

Staff also recommends continuing to conduct surveys during the summer service to understand how the changes are received and what further modifications should be considered for the future.

Once Commissioners agree on the service proposal, a formal contract will be developed and follow the approval process per the purchasing policy.

C. Discussion of Utility Bill Auto-Pay Program Treasury

City Treasurer Sarah Wilson explained that the City received notice that the current provider for the credit card portion of our utility bill auto-pay program will be ending its service on April 30, 2026. We would like to discuss with the Commission the options for moving forward with the program. We will review the program as it currently exists, and look at the best option to move forward. We researched other options to replace this service provider and found two viable options; however, it needs to be noted that the costs are significantly higher than what we are currently paying. We will review the program as it exists, discuss the options that were found and the costs associated with those, and why the staff believes it is best to discontinue the credit card auto-pay option moving forward.

Commission agreed to discontinue the credit card auto-pay option moving forward.

D. Presentation on Muskegon Infill Housing Program - Progress and Next Steps Economic Development

Director of Development Services Jacob Eckholm has composed an updated presentation on the community's performance in the housing space relative to our 23-27 Housing Needs Assessment, with recommendations for next steps. For the past several years, the City of Muskegon has been a recognized national leader in local government housing policy, investment, and delivery of new housing units. Tonight, we wish to cover four topics related to housing as an economic and community development tool, and to get feedback on some ideas from the Commission as to next steps for our infill housing program. Discussion was held and Commission thanked Director of

Development Services Jacob Eckholm and his staff for the great work that has been done.

E. Parks Acquisition Opportunities Public Works

Director of Public Works Dan VanderHeide presented information about opportunities for acquisition in the parks system.

Staff has been working to define two potential opportunities for property to add to the parks system. Specifically, the City has one application pending with the MDNR Trust Fund for acquisition of property associated with the Hartshorn site, as well as encouraging feedback on a potential additional application to the MDNR Trust Fund for acquisition associated with the Sappi site. Dan VanderHeide presented specific costs about each opportunity as well as some context to help with the discussion. The timeline associated with the Sappi opportunity would require a commitment by the City at the March 24, 2026, regular meeting.

PUBLIC COMMENT

Public comments received.

ADJOURNMENT

The Worksession Meeting adjourned at 9:05 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

March 10, 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, March 10, 2026. Pastor Dewayne Riley from the Crestwood United Methodist Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

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

2026-17 PUBLIC HEARINGS

A. Recommendation of Annual Renewal of Liquor Licenses City Clerk

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.

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.

STAFF RECOMMENDATION: Adopt the resolution.

The Public Hearing opened to hear and consider any comments from the public. Lea Willett LeRoi asked that businesses not be approved who are not in compliance.

Motion by Commissioner German, second by Commissioner Kilgo, to close the Public Hearing and adopt the resolution.

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

MOTION PASSES

B. Request to Create a New Neighborhood Enterprise Zone District at 1937 Lakeshore Drive Economic Development

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.

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:

- 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.

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

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

Motion by Commissioner Kochin, second by Commissioner St.Clair, to close the public hearing and create the NEZ District at 1937 Lakeshore Drive.

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

Nays: None

MOTION PASSES

PUBLIC COMMENT ON AGENDA ITEMS

Public comments received.

2026-18 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the February 24, 2026, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

B. Sale of 663, 647, 1557 Marquette, 768 Scott, and 1160 Ambrosia. Planning

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).

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.

STAFF RECOMMENDATION: To authorize the Code Coordinator to complete the sale of 663, 647, 1557 Marquette, 768 Scott, and 1160 Ambrosia, as described in the purchase agreement and to have the Mayor and Clerk sign the purchase agreement.

D. Digital Billboard Policy Community Engagement

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.

The City of Muskegon operates four digital billboards located throughout the community:

- 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)

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.

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.

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

F. Approval of Amendment from Placer Labs, Inc. Economic Development

The City of Muskegon's agreement with Placer Labs, Inc. for access to the Placer.ai data analytics platform is due for renewal.

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.

STAFF RECOMMENDATION: 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.

H. Road Maintenance Materials, Aggregates, and Concrete Public Works

Staff requests authorization to purchase road maintenance materials, aggregates, and ready-mixed concrete from the selected bidders.

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 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.

STAFF RECOMMENDATION: I move to approve purchases of road maintenance materials, aggregates, and ready-mixed concrete for 2026 from the selected bidders.

I. 2026 Lift Station Improvements Contract Award Public Works

Staff requests authorization to enter into a contract with JK of Michigan in the amount of \$911,500 for improvements to four lift stations.

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. 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.

STAFF RECOMMENDATION: 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.

M. McGraft Park - Pickleball Courts DPW- Parks

Staff requests authorization to contract with Midwest Construction for the McGraft Park Pickleball Courts for \$363,055.

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 & VandenBrink 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. 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.

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.

The lowest qualifying bid for this project was Midwest Construction Group at \$363,055.

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

N. Washwater Pump Valves Replacement Public Works

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.

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.

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

STAFF RECOMMENDATION: 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.

Q. Approve CRC Recommendations City Clerk

The Community Relations Committee met on March 9, 2026, to accept resignations and make appointments.

STAFF RECOMMENDATION: Motion to approve Community Relations Committee recommendations.

Motion by Commissioner Kilgo, second by Commissioner Kochin, to adopt the Consent Agenda as presented minus items C, E, G, J, K, L, O, and P.

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

MOTION PASSES

2026-19 ITEMS REMOVED FROM THE CONSENT AGENDA

C. Mobile Concession Application (Pere Marquette Park) - Chick-fil-A
A DPW- Parks

The Parks Department has received an application from Chick-fil-A for a concession agreement to run a mobile food concession at Pere Marquette. 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.m. - 7p.m. when they do not have other commitments.

STAFF RECOMMENDATION: Move to authorize staff to enter into a concession agreement with Chick-fil-A as a mobile food vendor at Pere Marquette Park.

Motion by Commissioner Kilgo, second by Commissioner German, to authorize staff to enter into a concession agreement with Chick-fil-A as a mobile food vendor at Pere Marquette Park.

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

MOTION PASSES

E. Soccer in the Sand DPW- Parks and Recreation

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.

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.

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

Motion by Commissioner Kochin, second by Commissioner German, to approve the Soccer in the Sand Tournament to be held on July 25-26, 2026, at Pere Marquette.

Motion by Commissioner Kochin, second by Commissioner German, to table and refer back to staff.

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

MOTION TO TABLE PASSES

G. GoodTemps Staffing Solutions - Temporary Staffing Services Agreement Extension Employee Relations

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.

STAFF RECOMMENDATION: Approval of the extension of the GoodTemps Staffing Solutions Agreement for 2026.

Motion by Commissioner German, second by Commissioner Kilgo, to approve the extension of the GoodTemps Staffing Solutions Agreement for 2026.

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

MOTION PASSES

J. Richards Park Proposals - ADA Kayak Launch DPW- Parks

Staff requests authorization to contract with BMC for construction of an ADA-accessible kayak launch at Richards Park for \$156,590.

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 & VandenBrink 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.

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.

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.

Motion by Commissioner Kochin, second by Commissioner St.Clair, to authorize staff to contract with BMC for construction of an ADA-accessible kayak launch at Richards Park for \$156,590.

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

MOTION PASSES

K. Kruse Park - ADA-Accessible Beach Access Ramp DPW- Parks

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.

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 & VandenBrink 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. 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. 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.

STAFF RECOMMENDATION: 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.

Motion by Commissioner Kilgo, second by Commissioner Kochin, 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.

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

MOTION PASSES

L. Hartshorn Park - ADA-Accessible Fishing DPW- Parks

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.

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 & VandenBrink 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.

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.

The lowest qualified bid for this project which staff recommends is \$152,136.45 from Tridon Construction.

STAFF RECOMMENDATION: 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.

Motion by Commissioner Kochin, second by Commissioner Kilgo, 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.

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

MOTION PASSES

O. Police Vehicle Purchase Public Works

Staff requests authorization to purchase police vehicles from Berger Chevrolet for a total expense of \$222,188.

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 \$222,188 will be funded by the equipment fund as part of their scheduled vehicle/equipment replacement for the 2026/2027 fiscal year.

STAFF RECOMMENDATION: Move to authorize staff to purchase police vehicles from Berger Chevrolet for a total expense of \$222,188.

Motion by Commissioner German, second by Commissioner Kilgo, to authorize staff to purchase police vehicles from Berger Chevrolet for a total expense of \$222,188.

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

MOTION PASSES

P. Nelson School Use Agreement - Parks & Recreation Programming DPW-Parks

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.

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.

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.

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.

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

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

Motion by Commissioner German, second by Commissioner Kochin, to authorize staff to negotiate with General Capital Group for recreational usage of the gymnasium and multi-purpose space at Nelson School.

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

MOTION PASSES

ANY OTHER BUSINESS

Commissioner German thanked Muskegon Public School for putting on the I Am Living Black History event. He and four others were honored at this event. He was excited to speak to the students.

Commissioner Kilgo recognized all the ladies in the room, this is Women's History Month. He also mentioned that March is National Colorectal Cancer Awareness Month. If you can, wear blue this month.

Commissioner Kochin also wanted to recognize all the women that work at the City, our citizens and staff. She also stated that it was a huge win for accessibility and our citizens who have spoken out about accessibility in our City.

Commissioner German also stated he is grateful for the women and what they have to deal with.

GENERAL PUBLIC COMMENT

Public comments received.

2026-20 CLOSED SESSION

A. Attorney Client Privileged Communication Manager's Office

Motion by Commissioner St.Claire, second by Commissioner Kilgo, to go into Closed Session to consider two distinct matters each of which consist of material exempt from discussion or disclosure under State or Federal Statute as an attorney client communication

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

MOTION PASSES

Motion by Commissioner Kilgo, second by Commissioner St.Clair, to come out of Closed Session.

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

MOTION PASSES

Motion by Commissioner Jackson, second by Commissioner Kochin, to approve settlement as presented.

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

MOTION PASSES

ADJOURNMENT

The City Commission meeting adjourned at 10:10 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: Deficit Elimination Plan-Brownfield Redevelopment Activities												
Submitted by: Kenneth Grant, Finance Director	Department: Finance												
Brief Summary: Brief Summary: To approve the Deficit Elimination plan and resolution for the Brownfield Redevelopment Authority (combined) and direct staff to submit plan to the State of Michigan													
Detailed Summary & Background: At June 30, 2025 the Brownfield Redevelopment Authority (combined) had a \$133,849.00 deficit. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Brown Field Redevelopment are attached.													
<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: 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									
Recommended Motion: To approve the Deficit Elimination plan and resolution for the Brownfield Redevelopment Authority (combined) and direct staff to submit plan to the State of Michiga													
Approvals: <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> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			<u>Name the Policy/Ordinance Followed:</u>
Immediate Division Head													
Information Technology													
Other Division Heads													
Communication													



DEFICIT ELIMINATION PLAN

City of Muskegon

State ID Number 61-2020

Brownfield Redevelopment Authority (Combined Brownfield)

March 24, 2026

At June 30, 2025, the City of Muskegon's Brownfield Redevelopment Authority (combined) had an unrestricted deficit of \$251,682. The current liabilities exceeded the current assets by \$133,849 which triggers a deficit. Due to the uncertainty of development, the payables were held after June 30, 2025. For the fiscal year 2025-26, the payables will be disbursed to the Tax Authority utilizing property tax captures, therefore eliminating the deficit.

**CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT AUTHORITIES**

PROPOSED FY2025-26	
OPERATION REVENUE	
PROPERTY TAXES	\$ 1,373,768.00
Other	
Total Operating Revenue	\$ 1,373,768.00
OPERATING EXPENSES	
Administration	
Contractual Services	\$ 1,222,086.00
Depreciation	\$ -
Total Operating Expenses	\$ 1,222,086.00
Operation income(loss)	\$ 151,682.00
NONOPERATING REVENUES (EXPENSES)	
Investment Earnings	
Interest Expense	
Income(loss) before capital contributions	\$ 151,682.00
CAPITAL CONTRIBUTIONS	
Capital grants and Contributions	
Transfers In FROM GF	
Change in Net Position	\$ 151,682.00
Net Position at beginning of year	\$ (251,682.00)
Net position at end of year	\$ (100,000.00)
	2025-26
UNRESTRICTED LESS NON CURRENT LIABILITIES	\$ (133,849.00)
REVENUES	\$ 1,373,768.00
EXPENDITURES	\$ 1,222,086.00
DEPRECIATION	
MINUS CA-CL	\$ 17,833.00

2024-25 TAX DISBURSEMENTS WERE NOT PAID BY JUNE 30, 2025

GOING FORWARD THE PAYABLES WILL BE PAID PRIOR TO THE END OF THE 25-26 FISCAL YEAR

THEREFORE ELIMINATING THE DEFICIT WHERE CURRENT LIABILITES EXCEED CURRENT ASSETS

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. _____

WHEREAS City of Muskegon's Brownfield Redevelopment Authority (combined) had a \$133,849.00 deficit balance June 30, 2025; and

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

NOW THEREFORE, IT IS RESOLVED that the City Commission of the City of Muskegon adopts the following as the City of Muskegon's Brownfield Redevelopment Authority (combined) Deficit Elimination Plan.

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITIES	
PROPOSED FY2025-26	
OPERATION REVENUE	
PROPERTY TAXES	\$ 1,373,768.00
Other	
Total Operating Revenue	\$ 1,373,768.00
OPERATING EXPENSES	
Administration	
Contractual Services	\$ 1,222,086.00
Depreciation	\$ -
Total Operating Expenses	\$ 1,222,086.00
Operation income(loss)	\$ 151,682.00
NONOPERATING REVENUES (EXPENSES)	
Investment Earnings	
Interest Expense	
Income(loss) before capital contributions	\$ 151,682.00
CAPITAL CONTRIBUTIONS	
Capital grants and Contributions	
Transfers In FROM GF	
Change in Net Position	\$ 151,682.00
Net Position at beginning of year	\$ (251,682.00)
Net position at end of year	\$ (100,000.00)
	2025-26
UNRESTRICTED LESS NON CURRENT LIABILITIES	\$ (133,849.00)
REVENUES	\$ 1,373,768.00
EXPENDITURES	\$ 1,222,086.00
DEPRECIATION	
MINUS CA-CL	\$ 17,833.00
2024-25 TAX DISBURSEMENTS WERE NOT PAID BY JUNE 30, 2025	
GOING FORWARD THE PAYABLES WILL BE PAID PRIOR TO THE END OF THE 25-26 FISCAL YEAR	
THEREFORE ELIMINATING THE DEFICIT WHERE CURRENT LIABILITES EXCEED CURRENT ASSETS	

Adopted this _____ day of March 24, 2026

By: _____
Ken Johnson
Its Mayor

By: _____
Ann Marie Meisch, MMC
Its Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City commission, held on March 24, 2026. The meeting was properly held and noticed pursuant to Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1967.

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC
City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: Economic Development Revolving Loan Fund Request – OB's Southern Brunch House
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: OB's Southern Brunch House has requested a loan in the amount of \$50,000 from the Economic Development Revolving Loan Fund	
Detailed Summary & Background: OB's Southern Brunch House has submitted a request for a \$50,000 loan through the City's Economic Development Revolving Loan Fund (RLF). The requested funds will provide gap financing between the owners' equity investment and their commercial loan. The business will be located at 379 W. Western Avenue, Suite 102, within the Sidock Group building. OB's Southern Brunch House will offer southern-inspired brunch dishes and craft beverages. The business is expected to create several new job opportunities and serve as a positive addition to the downtown business district. The owners, Will and Fatima Roberson, are experienced entrepreneurs who have successfully operated other businesses, including a staffing agency. The proposed loan term is five (5) years, with the loan anticipated to conclude in April 2031. Additional details regarding the loan terms are included in the attached loan term agreement. The Ad Hoc Economic Development Loan Fund Advisory Committee met to review the application and supporting materials and recommends approval of the \$50,000 loan. The Economic Development Revolving Loan Fund has traditionally been used to supplement conventional financing sources and assist with financial gaps for new or expanding businesses that contribute to the City's economic development goals.	
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Progress toward new and ongoing economic development projects	
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:	
Amount Requested:	Budgeted Item:

\$50,000	<table border="1"> <tr> <td data-bbox="833 111 971 170">Yes</td> <td data-bbox="971 111 1029 170">☒</td> <td data-bbox="1029 111 1153 170">No</td> <td data-bbox="1153 111 1211 170">☐</td> <td data-bbox="1211 111 1334 170">N/A</td> <td data-bbox="1334 111 1393 170">☐</td> <td data-bbox="1393 111 1544 170">☐</td> </tr> </table>	Yes	☒	No	☐	N/A	☐	☐								
Yes	☒	No	☐	N/A	☐	☐										
Fund(s) or Account(s): 493-000-061	Budget Amendment Needed: <table border="1"> <tr> <td data-bbox="833 239 971 298">Yes</td> <td data-bbox="971 239 1029 298">☐</td> <td data-bbox="1029 239 1153 298">No</td> <td data-bbox="1153 239 1211 298">☒</td> <td data-bbox="1211 239 1334 298">N/A</td> <td data-bbox="1334 239 1393 298">☐</td> <td data-bbox="1393 239 1544 298">☐</td> </tr> </table>	Yes	☐	No	☒	N/A	☐	☐								
Yes	☐	No	☒	N/A	☐	☐										
Recommended Motion: I move to approve a loan in the amount of \$50,000 to Roberson Entertainment, LLC from the Economic Development Revolving Loan Fund for OB's Southern Brunch House.																
Approvals: <table border="1"> <tr> <td data-bbox="110 512 464 604">Immediate Division Head</td> <td data-bbox="464 512 527 604">☒</td> <td data-bbox="527 512 812 604"></td> </tr> <tr> <td data-bbox="110 604 464 697">Information Technology</td> <td data-bbox="464 604 527 697">☐</td> <td data-bbox="527 604 812 697"></td> </tr> <tr> <td data-bbox="110 697 464 756">Other Division Heads</td> <td data-bbox="464 697 527 756">☐</td> <td data-bbox="527 697 812 756"></td> </tr> <tr> <td data-bbox="110 756 464 814">Communication</td> <td data-bbox="464 756 527 814">☐</td> <td data-bbox="527 756 812 814"></td> </tr> <tr> <td data-bbox="110 814 464 873">Legal Review</td> <td data-bbox="464 814 527 873">☒</td> <td data-bbox="527 814 812 873"></td> </tr> </table>	Immediate Division Head	☒		Information Technology	☐		Other Division Heads	☐		Communication	☐		Legal Review	☒		Name the Policy/Ordinance Followed: City of Muskegon Economic Development Revolving Loan Fund
Immediate Division Head	☒															
Information Technology	☐															
Other Division Heads	☐															
Communication	☐															
Legal Review	☒															

Application for Term Loan
City of Muskegon Revolving Loan Fund

Application Date: 10/29/2025

Applicant Business: OB's Southern Brunch House

 Sole Proprietorship Partnership ✓ Corporation

Principals: Name Address %Ownership
William Roberson 1524 Garrison Rd, Muskegon, MI 49441 100

Business Address: 379 W. Western Ave, Suite 102, Muskegon, MI 49440

Project Address: Same

Employment: 2 Now 10 On Project Completion 18 After One Year

Source of Funds Equity amount in business
(Including new loan): \$ \$80,000 35 % of total
Bank Participation: \$ 100,000 43 % of total
City RLF Loan Requested: \$ 50,000 22 % of total

TOTAL SOURCES: \$ 230,880 100%

Use of Funds: Land and Building: \$ 21,000
 Site Improvements: \$ 9,880
 Construction/Renovation: \$ 50,000
 Machinery & Equipment: \$ 100,000
 Furniture and Fixtures: \$
 Working Capital: \$ 25,000
 Legal and Closing: \$ 25,000 (Due & payable at closing from loan proceeds)

TOTAL USES: \$ 230,880

Collateral Offered: _____

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

(s) William Roberson

Date: 11/14/2025

Loan Request: \$50,000

Company Information:

Current Location:

379 W. Western Ave, Suite 102, Muskegon, MI 49440

Principal:

Project Location:

Same as current

Address:

Summary of Project:

A vibrant, community-focused brunch spot centered on Southern-inspired dishes with a modern twist. Expect brunch classics (shrimp & grits, chicken and waffles, biscuits and gravy) alongside inventive seasonal plates, craft beverages, and a welcoming, laid-back atmosphere. Upscale casual dining in a bustling downtown Muskegon setting, designed to be a social hub for morning to early afternoon, early evening crowds, families, professionals, and visitors.

OB's will create several job opportunities across the front-of-house, kitchen, and in operations. We will drive ancillary foot traffic to nearby shops, galleries, and entertainment venues, boosting overall downtown visitation. Our goal is to become a staple attraction for visitors exploring downtown Muskegon, helping to extend their stays in the area and attract a new demographic.

Employment:

Shoreline Staffing

Sources and Uses Summary: See Attached

SOURCES

USES

Other Financial Comments:

I am seeking a loan to cover the gap between my equity investment and my commercial loan.

Loan Package Structure:

Collateral:

Kitchen equipment, furniture, and liquor license.

Recommendation:

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

TERM LOAN AGREEMENT

This Agreement is made on March ____, 2026 ("Effective Date"), between **Roberson Entertainment, LLC**, a Michigan limited liability company, of 1524 Garrison Rd., Muskegon, MI 49441 ("Borrower"), and the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), with reference to the following facts:

Background

A. Borrower has requested a term loan of Fifty Thousand and 00/100 Dollars (\$50,000.00) for the purpose of completing construction and improvements to its restaurant commonly known as "OB's Southern Brunch House," which will be located at 379 W. Western Ave., Suite 102, Muskegon, Michigan 49440.

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

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

1. Conditions of loan.

a. **The Loan.** The City agrees to make a loan to Borrower of Fifty Thousand and 00/100 Dollars (\$50,000.00) subject to the following conditions:

i. Fulfillment of all conditions contained in Section 3;

ii. The Loan Agreement must be closed on or before _____.

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

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

b. **Payments.** The principal amount of the Note shall be payable in monthly installments of Nine Hundred Sixty-One and 77/100 Dollars (\$961.77) each to be paid on the 1st of each month, beginning on May 1, 2026, and continuing until April 30, 2031, when the entire balance of principal and interest shall be due and payable in full.

c. **Interest.** The Note shall bear interest on the outstanding balance at the rate of 5.79% per annum.

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

2. **Security.**

a. **Security Agreement.** To secure the full and timely performance of Borrower's covenants set out in this Agreement and to secure the repayment of the loans and advances made and to be made (the "Indebtedness"), Borrower agrees to execute and deliver to the City a security agreement ("Security Agreement") in form and substance satisfactory to the City, a copy of which is attached as **Exhibit B**, giving the City a valid lien and security interest in the personal property described in the Security Agreement.

b. **Personal Guaranty.** As additional security, William Roberson Sr. and Fatima Roberson, and any other member of Roberson Entertainment, LLC, will jointly and severally personally guarantee repayment of the Indebtedness, as well as any members of successor entities of Roberson Entertainment, LLC.

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

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

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

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

d. **Certified Resolutions.** Borrower shall have furnished to the City a copy of the resolution of Borrower authorizing the execution, delivery, and performance of this Agreement, the borrowing of \$50,000.00 from the City, the Note, and any other documents contemplated by this Agreement.

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

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

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

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

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

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

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

c. **No Liens, Pledges, Mortgages or Security Interests.** Except for liens of the City and 4Front Credit Union, none of Borrower's assets are subject to any mortgage, pledge, lien, security interest or other encumbrance of any kind or character, except the security interest of the parties listed on Exhibit B in the personal property of Borrower described in Section 2 pursuant to the Security Agreement.

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

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

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

a. **Annual Financial Reports.** Furnish to the City, in form satisfactory to the City, not later than 90 days after the close of each fiscal year of Borrower, beginning with Borrower's fiscal year ending December 31, 2026, a balance sheet as of the close of each such fiscal year, statements of income and retained earnings and changes in financial position for each such year, and such other comments and financial details as are usually included in similar reports. The reports shall be prepared in accordance with generally accepted accounting principles consistently applied.

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

c. **Other Information Upon Request.** Promptly furnish to the City such other information regarding the operations, business affairs, and financial condition of

Borrower as the City may reasonably request from time to time and permit the City and its employees, attorneys and agents, to inspect all of the books, records, and properties of Borrower at any reasonable time.

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

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

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

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

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

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

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

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

a. **Liens.** Create, incur, assume, or allow to exist any mortgage, pledge, encumbrance, security interest, lien, or charge of any kind (including any charge upon property purchased under a conditional sale or other title retaining agreement) upon any of its property or assets, whether now owned or hereafter acquired, other than in favor of

the City, except: (i) as required or permitted in this Agreement; (ii) liens for taxes not delinquent, or being contested in good faith, and, if requested by the City, bonded in a manner satisfactory to the City; and (iii) liens not delinquent created by statute in connection with worker's compensation, unemployment insurance, social security, and similar statutory obligations.

b. ***Indebtedness.*** Incur, create, assume, or permit to exist any indebtedness or liability on account of deposits or advances or any indebtedness or liability for borrowed money, or any other indebtedness or liability evidenced by notes, bonds, debentures, or similar obligations, indebtedness required or permitted under this Agreement or indebtedness subordinated to the prior payment in full of Borrower's Indebtedness to the City upon the terms and conditions approved in writing by the City.

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

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

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

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

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

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

7. Default.

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

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

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

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

iv. Other Defaults. If Borrower shall default in the due payment of any of its indebtedness (other than the Indebtedness) or in the observance or performance of any term, covenant, or condition in any agreement or instrument evidencing, securing, or relating to such other indebtedness, and such default shall be continued for a period sufficient to permit acceleration of such indebtedness;

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

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

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

b. ***Acceleration of Indebtedness.*** Upon the occurrence of any of the Events of Default described in Sections 7(a)(i) or 7(a)(ii) or upon the occurrence of any of the Events of Default described in Sections 7(a)(iii) through 7(a)(vii) inclusive, which is

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

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

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

8. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

CITY – CITY OF MUSKEGON

By: _____

Name: Ken Johnson

Title: Mayor

Dated: _____, 2026

By: _____

Name: Ann Meisch

Title: City Clerk

Dated: _____, 2026

BORROWER – ROBERSON ENTERTAINMENT, LLC

By: _____

Name: William Roberson Sr.

Title: _____

Dated: _____, 2026

Exhibit A
Promissory Note

Exhibit B
Security Agreement

Exhibit C
Personal Guaranty

SECURITY AGREEMENT

This Security Agreement is made on March ____ 2026 ("Effective Date"), between **Roberson Entertainment, LLC**, a Michigan limited liability company, of 1524 Garrison Rd., Muskegon, MI 49441 ("Borrower"), and the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), with reference to the following facts:

Background

A. Debtor has received from City a loan in the amount of \$50,000.00 pursuant to the terms and conditions of a certain term loan agreement between City and Debtor of even date ("Loan Agreement").

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Perfection of Security Interests.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. **Location of Collateral.** Debtor will maintain the Collateral at, and will not remove the Collateral from, Debtor's business address of 379 W. Western Ave., Suite 102, Muskegon, Michigan 49440, without the prior written consent of City. Debtor will promptly notify City in writing of any change in the location of any place of business or establishment of any new place of business of Debtor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Remedies Upon Default.**

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

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

- i. File suit and obtain judgment and, in conjunction with any action, City may seek any ancillary remedies provided by law, including levy of attachment and garnishment;
- ii. Take possession of any Collateral not already in its possession without demand and without legal process. Upon City's demand, Debtor will assemble and make the Collateral available to City as City may direct. Debtor grants to City the right, for this purpose, to enter into or on any premises where Collateral may be located; and
- iii. Without taking possession, sell, lease, or otherwise dispose of the Collateral at public or private sale in accordance with the UCC.

9. **Foreclosure Procedures.**

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

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

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

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

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

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

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

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

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

10. **Miscellaneous.**

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

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

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

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

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

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

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

g. **Further Assurances.** Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted in this Agreement, to maintain at least a second priority of the security interests, or to effectuate the rights granted to Secured Party in this Agreement.

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

City – City of Muskegon

By: _____
Name: Ken Johnson
Title: Mayor
Dated: _____, 2026

By: _____
Name: Ann Meisch
Title: City Clerk
Dated: _____, 2026

Debtor – Roberson Entertainment, LLC

By: _____
Name: William Roberson, Sr.
Title: _____
Dated: _____, 2026

PERSONAL GUARANTY

This Personal Guaranty ("Guaranty") is given March ____, 2026 ("Effective Date"), by **William Roberson Sr. and Fatima Roberson** (together the "Robersons") to the **City of Muskegon** ("City"), with reference to the following facts:

Background

A. The City has extended to **Roberson Entertainment, LLC**, a Michigan limited liability company ("Debtor"), the principal sum of \$50,000.00 represented by a promissory note of even date ("Debt").

B. The Robersons are financially interested in the Debtor and she will receive valuable consideration for the Debt to Debtor.

C. Therefore, the Robersons agree that they will guarantee payment of the Debt to the full extent of any property or interest held or owned by the Robersons under any form of legal or beneficial ownership. The Robersons desire to enter into this Guaranty to induce the City to engage in transactions in which the Debtor may make, extend, renew, or refinance the Debt to the City.

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

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

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

3. **Successors and Assigns Bound.** The Robersons agree that this Guaranty shall be enforceable against their heirs, successors, and assigns.

4. **Guaranty to be Supplemental.** The Robersons agree that this Guaranty shall supplement and be in addition to any other guaranty, indemnity, pledge, security agreement, mortgage, hypothecation, or any other form of collateral to secure any liability of Debtor.

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

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

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

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

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

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

The Robersons ratify and affirm any such extension, renewal, release, surrender, exchange, modification, impairment, settlement, compromise, purchase at a foreclosure or other sale, and all such actions shall be binding upon the Robersons who waive all defenses, counterclaims, or offsets which she might have by reason thereof.

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

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

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

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

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

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

William Roberson Sr., individually
Dated: _____, 2026

Fatima Roberson, individually
Dated: _____, 2026

PROMISSORY NOTE

\$50,000.00

Muskegon, Michigan
March __, 2026

FOR VALUE RECEIVED, **Roberson Entertainment, LLC**, a Michigan limited liability company, of 379 W. Western Ave., Suite 102, Muskegon, Michigan 49440 ("Maker"), promises to pay to the **City of Muskegon**, a Michigan municipal corporation, at 933 Terrace Street, Muskegon, Michigan 49440 ("City"), or at such other place as directed by the City, the principal sum of Fifty Thousand and 00/100 Dollars (\$50,000.00), together with interest from the date hereof at the rate of 5.79% per annum on the unpaid balance remaining due from time to time. This Note shall be payable as follows:

Equal and consecutive monthly installments of principal and interest of Nine Hundred Sixty-One and 77/100 Dollars (\$961.77) shall be made from the Maker to the City commencing May 1, 2026 and continuing on the 1st of each month thereafter until April 30, 2031, when the entire balance of principal and interest shall be due and payable in full. An amortization schedule is attached as **Exhibit A**, for reference only.

The Maker may prepay without penalty all or any portion of the principal at any time. Any partial prepayment shall not eliminate the obligation of the Maker to pay all subsequent installments on their normal due dates. All payment of any nature shall be applied first to accrued interest and the balance to principal. The Maker shall maintain their business location commonly known as 379 W. Western Ave., Suite 102, Muskegon, Michigan 49440 in the City of Muskegon. A move out of the City is a default under this Note.

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

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

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

MAKER: Roberson Entertainment, LLC

By: _____
Name: William Roberson Sr.
Title: Member
Date: _____, 2026

Exhibit A
Amortization Schedule

Month	Interest	Principal	Ending Balance
1-May-26	\$241.25	\$720.52	\$49,279.48
1-Jun-26	\$237.77	\$723.99	\$48,555.49
1-Jul-26	\$234.28	\$727.48	\$47,828.01
1-Aug-26	\$230.77	\$731.00	\$47,097.01
1-Sep-26	\$227.24	\$734.52	\$46,362.49
1-Oct-26	\$223.70	\$738.07	\$45,624.42
1-Nov-26	\$220.14	\$741.63	\$44,882.80
1-Dec-26	\$216.56	\$745.21	\$44,137.59
1-Jan-27	\$212.96	\$748.80	\$43,388.79
1-Feb-27	\$209.35	\$752.41	\$42,636.38
1-Mar-27	\$205.72	\$756.04	\$41,880.33
1-Apr-27	\$202.07	\$759.69	\$41,120.64
End of year 1			
1-May-27	\$198.41	\$763.36	\$40,357.28
1-Jun-27	\$194.72	\$767.04	\$39,590.24
1-Jul-27	\$191.02	\$770.74	\$38,819.50
1-Aug-27	\$187.30	\$774.46	\$38,045.04
1-Sep-27	\$183.57	\$778.20	\$37,266.84
1-Oct-27	\$179.81	\$781.95	\$36,484.88
1-Nov-27	\$176.04	\$785.73	\$35,699.16
1-Dec-27	\$172.25	\$789.52	\$34,909.64
1-Jan-28	\$168.44	\$793.33	\$34,116.32
1-Feb-28	\$164.61	\$797.15	\$33,319.16
1-Mar-28	\$160.76	\$801.00	\$32,518.16
1-Apr-28	\$156.90	\$804.87	\$31,713.30
End of year 2			
1-May-28	\$153.02	\$808.75	\$30,904.55
1-Jun-28	\$149.11	\$812.65	\$30,091.90
1-Jul-28	\$145.19	\$816.57	\$29,275.33
1-Aug-28	\$141.25	\$820.51	\$28,454.81
1-Sep-28	\$137.29	\$824.47	\$27,630.34
1-Oct-28	\$133.32	\$828.45	\$26,801.89
1-Nov-28	\$129.32	\$832.45	\$25,969.45
1-Dec-28	\$125.30	\$836.46	\$25,132.99
1-Jan-29	\$121.27	\$840.50	\$24,292.49
1-Feb-29	\$117.21	\$844.55	\$23,447.93
1-Mar-29	\$113.14	\$848.63	\$22,599.30
1-Apr-29	\$109.04	\$852.72	\$21,746.58
End of year 3			
1-May-29	\$104.93	\$856.84	\$20,889.74
1-Jun-29	\$100.79	\$860.97	\$20,028.77
1-Jul-29	\$96.64	\$865.13	\$19,163.64
1-Aug-29	\$92.46	\$869.30	\$18,294.34

1-Sep-29	\$88.27	\$873.50	\$17,420.85
1-Oct-29	\$84.06	\$877.71	\$16,543.14
1-Nov-29	\$79.82	\$881.94	\$15,661.19
1-Dec-29	\$75.57	\$886.20	\$14,774.99
1-Jan-30	\$71.29	\$890.48	\$13,884.52
1-Feb-30	\$66.99	\$894.77	\$12,989.75
1-Mar-30	\$62.68	\$899.09	\$12,090.66
1-Apr-30	\$58.34	\$903.43	\$11,187.23
End of year 4			
1-May-30	\$53.98	\$907.79	\$10,279.44
1-Jun-30	\$49.60	\$912.17	\$9,367.27
1-Jul-30	\$45.20	\$916.57	\$8,450.71
1-Aug-30	\$40.77	\$920.99	\$7,529.71
1-Sep-30	\$36.33	\$925.43	\$6,604.28
1-Oct-30	\$31.87	\$929.90	\$5,674.38
1-Nov-30	\$27.38	\$934.39	\$4,739.99
1-Dec-30	\$22.87	\$938.89	\$3,801.10
1-Jan-31	\$18.34	\$943.42	\$2,857.67
1-Feb-31	\$13.79	\$947.98	\$1,909.70
1-Mar-31	\$9.21	\$952.55	\$957.15
1-Apr-31	\$4.62	\$957.15	\$0.00
End of year 5			

CITY OF MUSKEGON
ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
PROGRAM POLICIES AND GUIDELINES

PURPOSE

The purpose of the City of Muskegon Revolving Loan Fund is to promote economic development in the City of Muskegon through the provision of capital for new and expanding locally-sited businesses, with a special emphasis on minority and female entrepreneurship. The Revolving Loan Fund is intended to supplement but in no way replace conventional financing sources.

POLICY

Financing will be made available for sound business purposes where there is a reasonable expectation of repayment, but where conventional lenders are unwilling or unable either to accept the total risk or to make financing available under terms and conditions which the applicant can afford. Priority under the program will be assigned to ventures with conventional participation and minimal use of public funds either for the project itself or for supporting public improvements. Principal and interest repayments on loans from the Fund will revert to the Fund for support of similar activities.

In extraordinary circumstances, the Fund may be used to finance public improvements necessary to support private developments, where those improvements are critical to the success of the project, and where the overall development will result in creation of permanent, full-time jobs. The Fund, however, is intended to be permanent and self-sustaining, and no disbursements should be made without the expectation of full and timely repayment.

I. **ELIGIBLE ACTIVITIES**

Loans from the Revolving Loan Fund can be used to finance acquisition and development, including land acquisitions as well as rehabilitation, modernization, and conversion of existing facilities and purchase of machinery and equipment. Working capital loans will only be made if essential to the creation or retention of jobs. Project must conform to local zoning and/or building codes.

Loans may be used to finance industrial, commercial and residential development which is in conformance with the properties and restrictions established for this program.

A. **Industrial Development**

1. Job Creation or Retention – Projects with an emphasis on job creation or retention involving the hiring of Muskegon residents or long-term unemployed will be more favorably considered.

B. Commercial Development

1. Job Creation or Retention – Projects with an emphasis on job creation or retention involving the hiring of city residents or long-term unemployed will be more favorably considered.
2. Project Location – Preference will be given to financing for commercial development projects to be located either in the downtown, or on the lakefront and in conformance with official land use plans. Also, preference will be given to projects involving the renovation or preservation of historic or architecturally significant structures.
3. Type of Business – Priority will be assigned to commercial development which contributes to a diversification of the area economy, with little or no negative impact on the environment.

C. Residential Development

Preference will be given to financing for market rate commercial housing to be located in the downtown. Also, preference will be given to projects involving the renovation or preservation of historic or architecturally significant structures.

II. LOAN POLICIES

- A. Assistance from the Revolving Loan Fund may be made available in the form of loans or loan guarantees, under terms established by the City Commission. All loans should be secured by assets having a value equal to or exceeding the loan amount. No loan or loan guarantee shall be extended if funds are otherwise available from private lenders or other federal agencies on terms which will permit the accomplishment of the project.
- B. The applicant shall provide at least twenty percent (20%) equity in the total business or project. It is the intent of this program that loans be made to supplement (but not replace) private financing where such private financing alone is insufficient to make an otherwise worthwhile project feasible. Accordingly, no loan will be made unless private financing equal to at least fifty percent (50%) of the total project cost has been secured (or can be confirmed contingent upon RLF loan approval). No more than thirty percent (30%) of total project costs should be provided by the Revolving Fund for a new business, or forty percent (40%) of total assets for expansion of an existing business. “Total Assets” as used here includes those assets anticipated to be purchased or constructed with proceeds of the requested loan. Interest rates will vary based on the payback period. Interest rates will be set at 0% if the loan is repaid within one (1) year. Interest rates will be set at the prime rate if the loan is repaid within one to two (1-2) years. Interest rates will be set at the prime rate plus two percent (2%) if the loan is repaid within two to five (2-5) years. The term of a loan shall not exceed five (5) years. A loan to a

tenant may not extend beyond the unexpired term of the lease, excluding any options to extend the term of the lease that have not been exercised prior to loan approval.

- C. Applicants will be required to submit a business plan, financial statements, including balance sheets, income statements, and supporting statements, for the applicant's three (3) most recent fiscal years. A credit check will be conducted on all applicants and may be used in determining the applicant's credit worthiness. In addition, the City will require submission of projected pro forma balance sheets and income statements, cash flow, and supporting statements of the applicant on a quarterly basis. Applicants may also be required to submit additional information as determined by the City of Muskegon.
- D. Loan conditions will include the following, as determined by the City:
 - 1. Fire, hazard, and normal business insurance on all assets for the term of the loan.
 - 2. Subordination of the applicant's shareholder debt and all debts of shareholders to the loan;
 - 3. Restrictions on salaries and dividends during the term of the loan;
 - 4. Personal guarantees (including spouses and security in other assets);
 - 5. Such other conditions as the City determines are necessary to assure the safety and soundness of the loan;
 - 6. Favorable credit check;
 - 7. Adherence to the City of Muskegon's Affirmative Action policies and goals, including submission of an up-to-date affirmative action plan; and
 - 8. Current and projected employment profile detailing place of residence, racial and gender characteristics, and employee classifications.
- E. Loans will be approved only on the condition that the applicant not relocate facilities or employment outside of the City of Muskegon during the term of the loan. To the extent possible, loans will be approved only if it can be demonstrated that the collateral exceeds the loan amount.
- F. Principal and interest payments will commence on the date(s) set by the City. The applicant must submit quarterly financial statements in conformance with Generally Accepted Accounting Principles (GAAP).

III. EXTRAORDINARY CIRCUMSTANCES

- A. Notwithstanding the above, it is recognized that the assets of the Revolving Loan Fund may be used for projects or purposes not

contemplated here or for loans that do not meet all of the policies and guidelines outlined. In such cases, approval by a two-thirds majority of the City Commission will be necessary. Commission approval shall be required for the use of funds for public improvements, purchase of land or equipment by the City, or other public purposes.

- B. Throughout the duration of the loan, the borrower shall not appeal the valuation of any real or personal property at the facility to the Michigan Tax Tribunal or State Tax Commission. The penalty for doing so will be an increased interest rate on the loan.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: Goal Setting Facilitation Contract							
Submitted by: LeighAnn Mikesell, Deputy City Manager	Department: Manager's Office							
Brief Summary: Staff is seeking approval to enter a contract with Double Haul Solutions for facilitation of goal setting with the City Commission.								
Detailed Summary & Background: Staff interviewed 3 firms capable of facilitating a goal setting session with the commission and recommends contracting with Double Haul Solutions. DHS is located within Michigan and has worked diligently to form a process based on the needs of our community and organization. They have shown themselves to be flexible and have offered guidance that aligns with our values for engagement, visioning, and teamwork. We feel that they will work as partners who are invested in the success of our community, and their approach is comprehensive and affordable. The other two companies that were considered are MGT Consulting and LeaderGov both of which gave strong proposals but would work more remotely, and in one case cost much more than the recommended firm. While the current long term goals don't expire until 2027, staff would like to better align the long term goals with commission terms. We look forward to beginning the process to create a vision and prioritize the goals to lead Muskegon forward.								
Goal/Action Item: Administrative Action								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: \$50,000 split between FY 2025/26 and FY 2026/27	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>X</td><td>N/A</td><td></td><td></td></tr></table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Fund(s) or Account(s): 101-172-801	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Recommended Motion: To approve the contract with Double Haul Solutions and authorize the City Manager to sign.								
Approvals:	Name the Policy/Ordinance Followed:							

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

CITY OF MUSKEGON

STRATEGIC PLANNING

PRESENTED BY
NATE GEINZER
Founder & CEO

MARCH 2026





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DOUBLE HAUL SOLUTIONS

“Great leadership is in our nature.”

HOW WE SERVE

-  Community Engagement
-  Strategic Planning
-  Organizational Development
-  Project & Program Support
-  Economic Development



OUR STORY

Since 2005, Nate Geinzer has been committed to advancing communities through thoughtful leadership and a deep understanding of public service. His experience, spanning chief executive roles to supporting management positions, has been defined by fostering meaningful connections and delivering practical, innovative solutions tailored to the unique challenges of local government.

In 2021, Double Haul Solutions (DHS) was established with a clear vision: to cultivate thriving communities through strategic collaboration and forward-thinking approaches. DHS is built on the principles of trust, innovation, and alignment with a focus on delivering sustainable and purpose-driven results. We take pride in equipping communities with the tools, strategies, and leadership needed to achieve their long-term goals, whether through strategic planning, economic development initiatives, or interim management support.

With decades of collective experience, our team approaches each project with professionalism, expertise, and a shared dedication to excellence. At DHS, we help communities and organizations reach further by aligning their goals with actionable strategies, fostering meaningful relationships, and overcoming obstacles to progress. Recognizing that every community is unique, we craft tailored solutions that address distinct challenges while driving sustainable growth and operational efficiency. Together, we can navigate complexities, build stronger foundations, and create resilient, vibrant communities.

OUR VISION

Creating Thriving, Purpose-Driven Communities, Organizations, and Teams.

OUR MISSION

Helping clients reach further and cut through the winds of everyday challenges.

A Definitive Decision.

WHY CHOOSE US



Prioritizing partnerships with authentic leaders who share our vision, purpose, and values of creating better communities for the future is paramount to us. Going above and beyond is in our team's DNA and essential to sustainable long-term progress. Double Haul Solutions can tailor its project teams to your unique needs and requirements.

CLIENT PORTFOLIO



EXECUTIVE SEARCHES

CLIENT	SCOPE OF WORK	TIMELINE
City of Berkley	Executive Search (Finance Director)	2023
City of Hart	Executive Search (City Manager)	2025
City of Ludington	Executive Search (City Manager)	2024
City of Mt. Pleasant	Executive Search (Finance Director)	2024
City of Royal Oak	Executive Search (City Manager)	2024
City of Saline	Executive Search (DPW Director)	2024
City of Saline	Executive Search (City Manager)	2025
City of Traverse City	Downtown Development Authority Executive Search (DDA Director)	2024
DeWitt Charter Township	Executive Search (Township Manager)	2024
Village of Dundee	Executive Search (Village Manager)	2024
Village of Pentwater	Executive Search (Village Manager)	2024

OTHER PROJECTS

CLIENT	SCOPE OF WORK	TIMELINE
Barry County	Human Resources Policy Development	2024
City of Berkley	Interim City Management & Transition Support	2024
City of Grosse Pointe	Interim Public Services Director	2026
City of Ionia	Community Development Project Facilitation	2024
City of Morenci	Human Resources Support/Executive Coaching	2024
City of Northville	Strategic Project Prioritization	2022
City of Northville	Interim Housing Director	2023
City of Port Huron	Community Engagement	2022
City of Port Huron	Community/Economic Development Support	2023-2024
City of South Haven	Lake Michigan Life Guard Feasibility & Implementation Strategy	2025
City of Tecumseh	Staff Team Building (2022) & City Council Goal Setting (2025)	2022/25
City of Traverse City	Interim City Management	2023
City of Zeeland	Financial Sustainability Review (w/Municipal Analytics)	2025
DeWitt Charter Township	Strategic Planning	2025
Downtown Ferndale	Governance Training & Team Building	2024
Saline Area Fire Department	Governance Training & Team Building	2024

FIRM INFORMATION AND REFERENCES



Organization Information

Double Haul Solutions
Brighton, MI 48116
248- 207-5293 (c)
EIN: 87-2174640
EST: October 2021

DHS Project and Professional References

Bridget Dean, Mayor
City of Berkley, MI
bdean@berkleymi.gov
248-930-0544

Crystal VanVleck, City Manager
City of Port Huron, MI
cvanvleck@berkleymi.gov
248-658-3350

Mary Williams, Chair & Joe Bixler,
Former Co-Chair
Port Huron Neighborhood Improvement
Authority
Port Huron, MI
jps3child@yahoo.com
jbixler4227@gmail.com

Cynthia Broomfield, Assistant City
Manager
City of Port Huron, MI
810.984.9774
cynthia@porthuron.org

Patty Woods, Chair
Hastings Downtown Development
Authority
Hastings, MI
pltwoods@yahoo.com

Dan King, Community Development
Director/Zoning Administrator
City of Hastings, MI
dking@hastingsmi.gov

DOUBLE HAUL SOLUTIONS TEAM

A Strategic Partnership for Lasting Leadership



We bring a strategic, hands-on approach to municipal planning and leadership development. Our team is composed of professionals with deep expertise in stakeholder engagement, data-driven decision-making, and community-focused leadership. We understand that guiding an organization through a strategic planning process requires not only technical knowledge but also the ability to facilitate meaningful conversations and build consensus.

With experience working across Michigan's diverse communities, our team specializes in fostering inclusive, people-driven strategies that ensure local voices shape the path forward. We emphasize transparency, collaboration, and actionable planning, ensuring that the City of Muskegon's strategic priorities are not only identified but can realistically be implemented.

From gathering stakeholder input and facilitating workshops to crafting practical guidance, DHS provides the expertise and structure needed to support a smooth and effective strategic planning process. Our commitment extends beyond simply delivering a plan—we strive to create a foundation for long-term success, ensuring that the City of Muskegon's leadership has the tools and guidance needed to build a strong future for the community.

MEET OUR CORE TEAM

Helping communities reach further.

NATE GEINZER



Founder & CEO;
Community Leadership
Specialist

ZACHARY SZYMANSKI



DHS;
Director of Operations &
Project Management Specialist

KAYLA MCKAIG



DHS;
Communications & Design
Specialist

PETER CHAPMAN



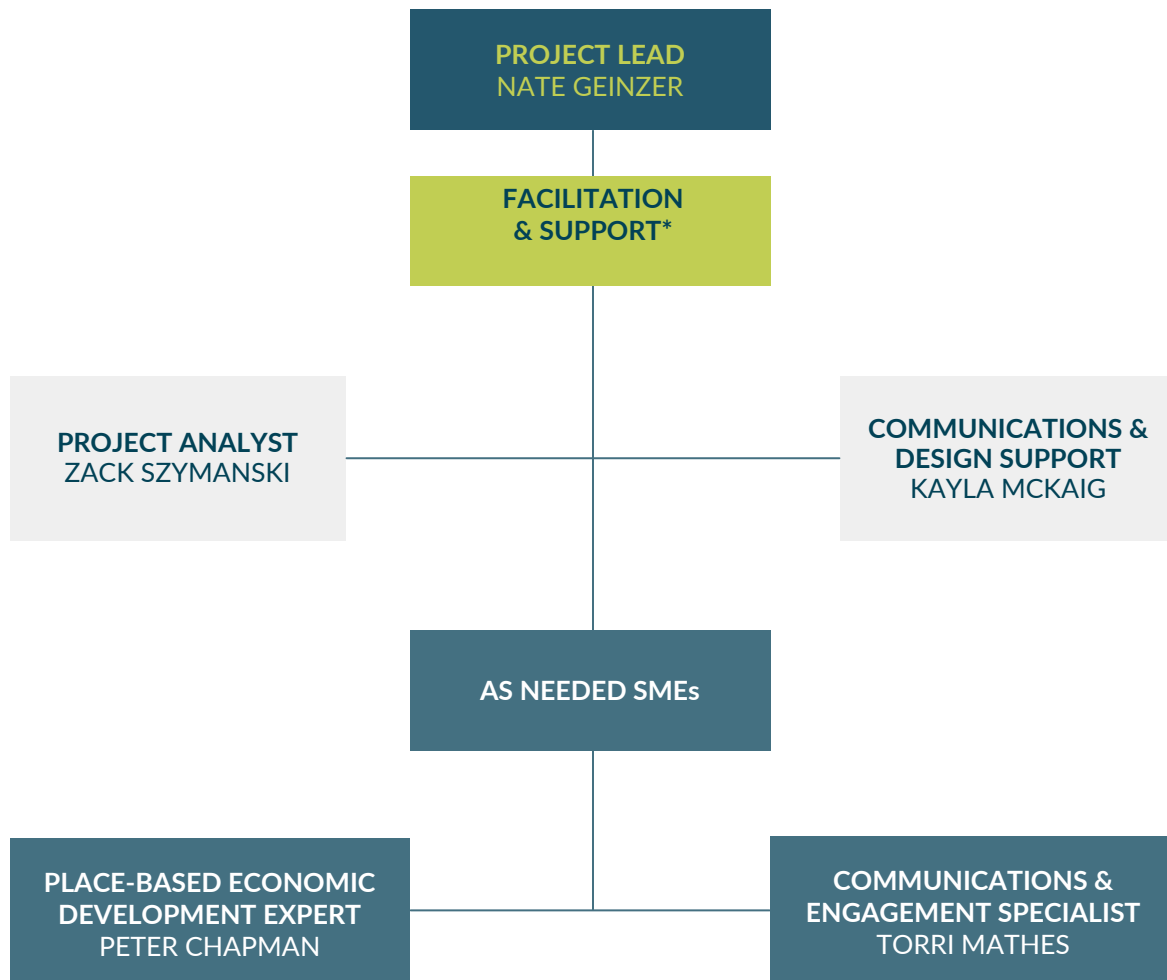
DHS Collaborator;
Community-Led
Development Specialist

TORRI MATHES



DHS;
Communications &
Engagement Specialist

STRATEGIC PLANNING



**Note: If the need arises, DHS may supplement the project team through engagement with other collaborators or team members.*



YEARS EXPERIENCE

20

EDUCATION

MASTER OF PUBLIC
ADMINISTRATION -
EASTERN MICHIGAN
UNIVERSITY

BACHELOR OF
SCIENCE, HISTORY &
SOCIAL SCIENCES -
EASTERN MICHIGAN
UNIVERSITY

SPECIAL EXPERTISE

STRATEGIC
LEADERSHIP

COMMUNITY
BUILDING

ENGAGEMENT/
FACILITATION

ECONOMIC
DEVELOPMENT

VISIONING

STRATEGIC ALIGNMENT +
PLANNING

BUDGET STRATEGY

CONSULTANT PROFILE

NATE GEINZER

Nate began his local government career in 2005, inspired by a deep commitment to understanding the unique needs of communities and fostering collaboration to drive meaningful progress. As the founder of Double Haul Solutions, he has dedicated his career to helping governments build stronger relationships, align their strategies, and overcome challenges to achieve their goals. Nate's approach is rooted in listening to diverse voices, facilitating understanding, and creating cohesive environments where elected leaders and appointed staff can work together effectively.

With experience partnering with communities like Traverse City, Berkley, Northville, Lexington, Tecumseh, and DeWitt Charter Township, Nate has demonstrated success in strategic planning, interim management, economic development, and organizational leadership. His work focuses on cutting through challenges—whether they stem from misalignment, inefficiency, or broken relationships—and creating a foundation of trust, accountability, and shared purpose.

Relevant Consulting Work:

- GSO Solutions – Community Wealth Building Strategy
- City of Berkley, MI – Interim City Management Services
- DeWitt Charter Township, MI – Township Manager Search, Strategic Planning
- Village of Dundee, MI – Village Manager Search
- DOWNTOWN Ferndale, MI – Strategic Facilitation
- City of Ionia, MI – Community Development Facilitation
- Village of Lexington, MI – Team-Based Village Management Services
- City of Mount Clemens, MI – Facilitation of Multi-Year Strategic Plan Update
- City of Northville, MI – Strategic Project Prioritization Planning, Special Projects, and Grant Assistance
- City of Port Huron, MI – Community Building & Engagement, Facilitation, Economic Development, Strategic Planning, Technical Assistance, and Neighborhood Advocacy
- Saline Area Fire Authority – Strategic Facilitation
- City of Tecumseh, MI – Staff Retreat Facilitation, Team Building
- City of Traverse City, MI – Interim City Management Services
- City of Traverse City DDA – Executive Director Search

Relevant Work Experience:

- Oakland University MPA Program – Lecturer: Local Government Management
- City of Northville – Interim Housing Director
- City of Brighton – City Manager
- City of Farmington Hills – Assistant to the City Manager

A Definitive Decision.

WHY CHOOSE US



Prioritizing partnerships with authentic leaders who share our vision, purpose, and values of creating better communities for the future is paramount to us. Going above and beyond is in our team's DNA and essential to sustainable long-term progress. Double Haul Solutions can tailor its project teams to your unique needs and requirements.



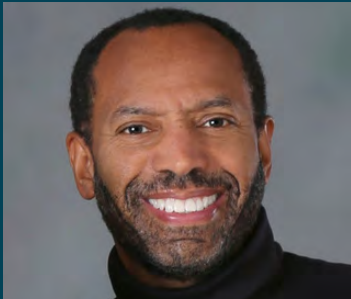
www.doublehaulsolutions.com



@doublehaulsolutions



248-207-5293



YEARS EXPERIENCE

27

EDUCATION

MASTERS OF PUBLIC POLICY, TUFTS UNIVERSITY, GRADUATE SCHOOL OF URBAN & ENVIRONMENTAL POLICY AND PLANNING

GRADUATE STUDIES IN REAL ESTATE FINANCE, MASSACHUSETTS INSTITUTE OF TECHNOLOGY (MIT)

BACHELOR OF ARTS, ENGLISH LITERATURE, WESLEYAN UNIVERSITY (CT)

SPECIAL EXPERTISE

MIXED-USE REAL ESTATE DEVELOPMENT PLANNING AND EXECUTION (INCLUDING TRANSIT-ORIENTED DEVELOPMENT)

THE PLANNING AND FINANCING OF SUBSIDIZED AND MARKET-RATE HOUSING

CAPITAL FORMATION/REAL ESTATE AND SMALL BUSINESS LENDING AND EQUITY INVESTING

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY DEVELOPMENT (IN SUPPORT OF BUSINESS ATTRACTION AND GLOBAL COMMERCE PROGRAMMING)

TECHNICAL ASSISTANCE PROGRAMS FOR EMERGING REAL ESTATE DEVELOPERS AND ENTREPRENEURS

WORKFORCE DEVELOPMENT TRAINING FOR STEM-BASED INDUSTRIES

CONSULTANT PROFILE

PETER CHAPMAN

Peter is the President & CEO of One Neighborhood Builders and has served as Chief Executive Officer of the US Virgin Islands Research & Tech Park Corporation, one of the highest-performing EDOs in the Americas. Peter was also previously the Executive Vice President of the Detroit Economic Growth Corporation (DEGC). Under his leadership, DEGC played a critical role in attracting multinational companies to Detroit such as Google, Microsoft, and Tata Technologies. Previously, Peter also served as founding Executive Director of a U.S. Treasury Department-certified Community Development Financial Institution; a senior member of the housing and community revitalization practice group at global consulting firm Abt Associates in Cambridge, Massachusetts; and as urban revitalization czar for Denver, Colorado, where he conceptualized and spearheaded catalytic projects, including the Mariposa Transit Oriented Development initiative and the Uptown Redevelopment, both of which are national models for redeveloping severely disinvested urban communities.

A frequent contributor to regional and national technical assistance plans promoting sustainable solutions to some of the most vexing challenges affecting economically-disadvantaged people and communities, in 2020 Peter was co-author of Cities and Businesses of Color: A Guide to Economic Growth, a resource guide for entrepreneurs and aspiring real estate developers of color prepared for New York City-based Living Cities. More recently, Peter supported the Opportunity Financial Network Strategic Planning Process.

A native New Yorker, Peter was raised in an immigrant Caribbean and Central American family and grew up working in neighborhood-based enterprises in East and Central Harlem that were owned by his grandparents and uncles—a foundational experience that sparked his commitment to fostering entrepreneurship and community economic empowerment. He holds a B.A. in English Literature from Wesleyan University (CT); an M.A. in Public Policy (with a concentration in macroeconomics and urban planning) from Tufts University; and completed graduate studies in real estate at the Massachusetts Institute of Technology.

Relevant Experience:

- President & CEO of One Neighborhood Builders
- Chief Executive Officer, US Virgin Islands Research & Technology Park Corporation
- Executive Vice President, Detroit Economic Growth Corporation
- Deputy Mayor for Planning and Development, City of Richmond, VA
- Founder and Executive Director, Seedco Financial Services-Colorado
- Chief of Economic Development, City of Denver, Colorado
- Associate, Abt Associates (Cambridge, MA)

A Definitive Decision.

WHY CHOOSE US



Prioritizing partnerships with authentic leaders who share our vision, purpose, and values of creating better communities for the future is paramount to us. Going above and beyond is in our team's DNA and essential to sustainable long-term progress. Double Haul Solutions can tailor its project teams to your unique needs and requirements.



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**YEARS EXPERIENCE**

3

EDUCATION

WAYNE STATE UNIVERSITY:
MASTER OF PUBLIC
ADMINISTRATION,
HUMAN & FISCAL RESOURCE
MANAGEMENT

WAYNE STATE UNIVERSITY:
BACHELOR OF ARTS,
POLITICAL SCIENCE, PEACE
AND CONFLICT STUDIES

SPECIAL EXPERTISE

POLICY ANALYSIS &
IMPLEMENTATION

SYSTEMS PROCESS
IMPROVEMENT

STAKEHOLDER ENGAGEMENT
& FACILITATION

STRATEGIC PLANNING &
PROJECT MANAGEMENT

TEAM & CONSENSUS BUILDING

CONSULTANT PROFILE

ZACHARY SZYMANSKI

Driven by his deep commitment to public service and the belief that government can be a force for positive change, Zack has dedicated his career to improving the lives of everyday people. With both a BA and MPA from Wayne State University, his expertise spans policy development, data-driven decision-making, systems improvement, and fostering consensus. Zack is passionate about ensuring equitable access to quality public education and essential services, firmly believing that no individual's opportunities should be determined by their zip code. As a proud Michigander, Zack strives to create meaningful change and strengthen the communities he calls home.

Relevant Consulting Work:

- Systems Administrator/Legal Assistant, Collins & Blaha P.C. Education Law Firm
 - Provided administrative and legal support, focusing on system improvements to streamline operations and enhance efficiency.
- Assistant Program Manager, The Borgen Project
 - Advocated for poverty reduction policies, engaging in grassroots mobilization and program management to drive meaningful policy change.
- Policy Fellow, Emgage Michigan
 - Worked to amplify the voices of underrepresented communities by supporting policy initiatives and fostering civic engagement.
- Assistant to Program Director, Wayne State Global Studies Program
 - Supported program administration and development, contributing to global studies initiatives and interdisciplinary collaboration.

Relevant Academic Experience:

- Leadership
 - Inaugural President, Wayne State University ICMA Chapter, fostering student engagement in public management and leadership.
- Coursework Expertise
 - Specialized in policy analysis, program evaluation, public budgeting and finance, managing public organizations and programs, organizational theory and behavior, Michigan politics, urban studies, and legislative processes.

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YEARS EXPERIENCE
2

EDUCATION
MICHIGAN STATE
UNIVERSITY:
BACHELOR OF ARTS,
CREATIVE ADVERTISING

SPECIAL EXPERTISE
GRAPHIC DESIGN

CONTENT CREATION

BRANDING

DIGITAL MARKETING

CAMPAIGN STRATEGY &
EXECUTION

CREATIVE CONCEPT
DEVELOPMENT

EVENT PROMOTION

PUBLIC ENGAGEMENT &
COMMUNITY OUTREACH

SOCIAL MEDIA MANAGEMENT

CONSULTANT PROFILE

KAYLA MCKAIG

With a Bachelor of Arts in Creative Advertising from Michigan State University and a proven track record in public sector marketing, Kayla McKaig brings a rare blend of creative vision, strategic insight, and community-focused communication. She has successfully planned and executed multi-channel campaigns that raise awareness, engage diverse audiences, and inspire action. Drawing on expertise in graphic design, social media strategy, and public engagement, she creates clear, accessible, and impactful messaging tailored to each audience's needs.

Her experience in local government has honed her ability to work within regulatory guidelines while maintaining fresh, innovative approaches that capture attention and drive results. Whether managing a city-wide initiative, producing visually compelling materials, or navigating the fast-paced demands of digital communications, Kayla consistently delivers work that aligns with organizational goals and strengthens public trust.

Relevant Work Experience:

- City of Troy – Marketing Coordinator | Marketing Associate | Community Affairs Associate
 - Advanced through three positions, leading strategic marketing, branding, and community engagement initiatives
 - Conceptualize new ideas to keep the community informed, educate the public, and promote events and services
 - Collaborate with the DDA to bring their goals and initiatives to life, and support the growth of local businesses
 - Develop citywide campaigns from concept to execution, including logos, messaging, signage, and event promotion
 - Design and produce print, digital, and social media content for multi-channel outreach
 - Create secondary city brands, strengthening the city's visual identity and community connection
- Michigan State University Sociology Department – Communications Assistant
 - Created targeted content for social media, print publications, and departmental websites
 - Increased engagement through tailored messaging and media outreach

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YEARS EXPERIENCE
11

EDUCATION
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ADMINISTRATION,
HUMAN & FISCAL RESOURCE
MANAGEMENT

OAKLAND UNIVERSITY:
BACHELOR OF ARTS,
JOURNALISM &
BROADCASTING

SPECIAL EXPERTISE
STRATEGIC
COMMUNICATIONS

CRISIS COMMUNICATIONS

COMMUNITY ENGAGEMENT

MEDIA RELATIONS

DIGITAL MARKETING

INTERNAL
COMMUNICATIONS

BRAND RESEARCH &
MANAGEMENT

SOCIAL MEDIA MARKETING

CONSULTANT PROFILE

TORRI MATHES

Torri Mathes is an accomplished communications professional with a decade of hands-on experience in digital marketing, public relations, community engagement, and management across municipal and nonprofit landscapes. Her expertise lies in guiding, streamlining, and executing strategic communication initiatives. Torri's focus is to empower organizations with effective communication strategies and build stronger audience relationships through transparent communication, collaboration, and community connections. With a Master of Public Administration and a Bachelor of Arts in Journalism, coupled with certifications in emergency management and DEI, Torri brings a unique blend of expertise to the table, ensuring that organizations not only communicate effectively but also resonate deeply with their constituents.

Relevant Consulting Experience:

- Michigan Sustainable Business Forum – Communications and Media Relations Lead
- YouthTank Detroit – Strategic Planning and Communication Facilitation
- City of Brighton – Communication and Engagement Facilitation, Downtown Project Stakeholder Analysis, Strategic Communication Services
- Double Haul Solutions - Communications and Design Lead
 - City of Port Huron, Communication and Engagement Support
 - Traverse City DDA, Stakeholder Facilitation, Design Services
- Donor Synergy Consulting – Nonprofit Content Strategist Lead
 - Strategic Communications, Digital Marketing, and Social Media Management
- Web Content Management and Development
 - Donor Synergy Consulting, Elite Trauma Clean-Up, and Link Collective Inc.
- Ferndale Women's Affirmations Group – Strategic Planning and Communication Facilitation

Relevant Work Experience:

- City of Troy – Director of Communications and Engagement
 - Internal Communication Improvements
 - Communication Department Restructuring
 - City-wide Community Engagement Strategy Development
- City of Berkley – Director of Communications
 - Internal Communication Lead
 - Strategic Communication Development and Implementation, including Crisis Communications
 - Brand Development, Implementation, and Management
 - Community Engagement and Facilitation
 - Media Relations Management
- City of Auburn Hills – Media Communications Specialist
- Media Genesis – Senior Marketing Project Manager

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WHY DHS?

Communities choose DHS because we understand that strategic planning only succeeds when it is credible to organizations and decision makers, practical for staff, and meaningful to the community. Our team knows the political, operational, and human realities of local government and authorities, and we design processes that reflect those realities—balancing ambition with capacity, vision with resources, and inclusivity with decisiveness.

DHS is not focused on producing a document; we are focused on building shared understanding, alignment, and momentum. We meet communities where they are, create space for every voice, and turn insight into action. Our strategic planning work results in clear frameworks that strengthen governance, improve decision-making, and provide durable guidance for leadership long after the engagement concludes. For communities seeking a partner who brings experience, judgment, and a deeply practical approach to strategic planning, DHS is the right team.

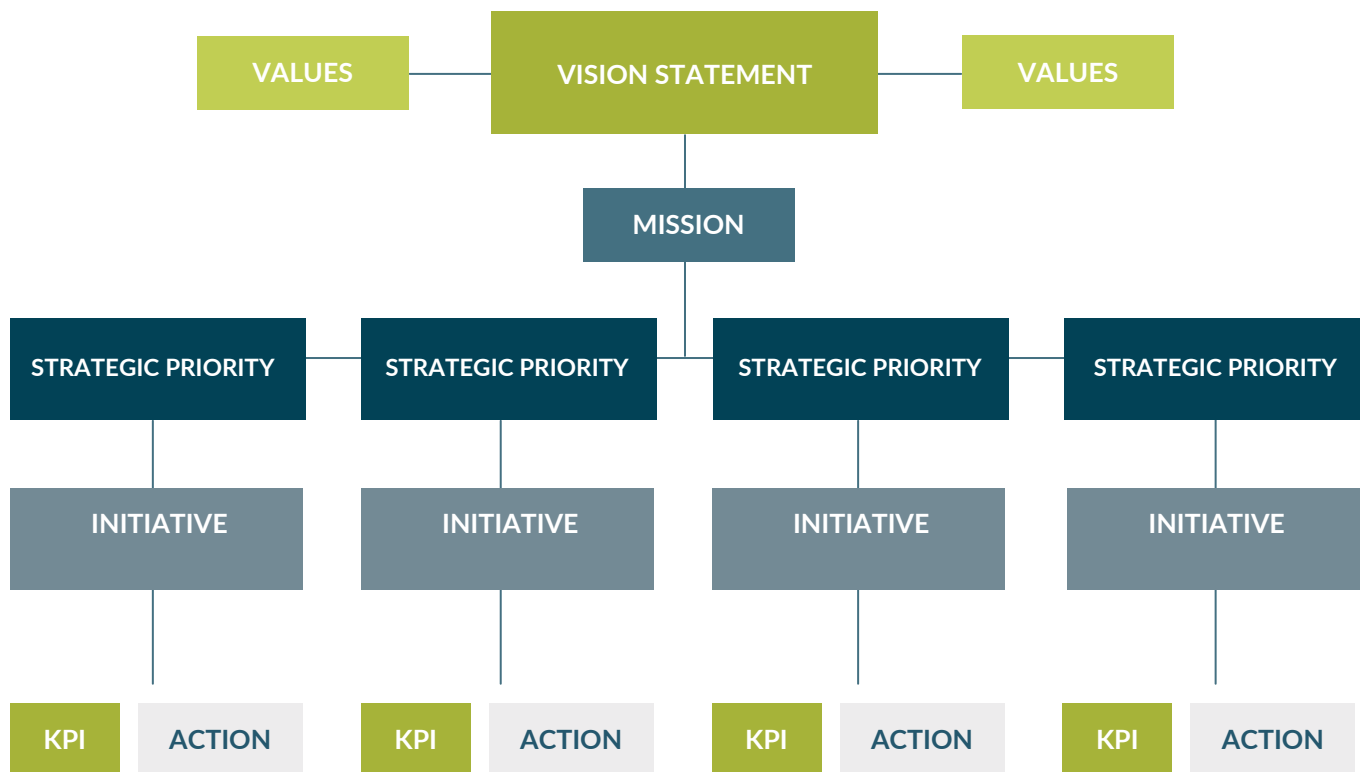
OUR APPROACH

In general, DHS is in agreement with the planning approach outlined in the RFQ that included:

1. Conduct Research and Preparation
2. Facilitate the Planning Process
3. Strategic Plan Document

However, the City should understand that the final strategic plan will have a look and feel that responds to the needs of the organization. From start to finish, our strategic plans are generally structured as follows:

GENERAL MODEL



I. PROJECT UNDERSTANDING

Purpose: The described strategic planning approach is designed to support the City Commission in its role as the elected body responsible for setting Muskegon’s long-term direction.

Roles:

- The **Commission** leads by articulating a clear vision and defining the outcomes that will guide policy decisions, investments, and performance expectations over the coming years.
- **Community** engagement is incorporated early to test and validate that direction by grounding it in lived experience and ensuring it resonates with residents and stakeholders.
- City **leadership and staff** translate the Commission’s direction into feasible strategies, budgets, and implementation plans, operationalizing the Commission’s direction.
- The **facilitator’s** role is to provide structure and guidance in the process by helping the Commission navigate differing perspectives, focusing on shared priorities, and moving the work forward productively.

The proposed, phased strategic planning approach balances near-term needs, particularly alignment with the City’s budget process, with the longer-term goal of producing a clear, durable, and widely supported strategic plan. This draft phasing is intended to present a big-picture view of how the work *could* be structured, not to lock the City into a rigid or overly prescriptive process.

Proposed Phasing:

Phase	Focus Areas	Tentative Timeline
Foundation	Commission & Staff interviews; Public Presentation or Work Session	March - May
Phase I	Trust, Visioning, & Outcomes	May - June
Phase II	FYE 27 Budget Alignment to Outcomes	June - August
Phase III	4-year Prioritization Plan	August - October
Phase IV	Final Report	October - January
<i>Note: Timeline dependent on first in-person retreat held in early May</i>		

II. SCOPE OF WORK

Project Kickoff: Foundation Setting

Timing: March–May

Establishing the foundation entails enhancing the facilitation team's comprehension of the community's present circumstances. The process includes a thorough review of current plans, operational challenges, and policy priorities at the individual level. Additionally, efforts are made to determine areas of consensus as well as gaps between policy and implementation.

Desired Outcomes

Establish a strong foundation for the strategic planning process by building trust and alignment among the City Commission.

Preparation and Project Kick Off

The initial phase of the strategic planning process involves laying the groundwork through careful preparation and a formal project kick off. This stage sets expectations, clarifies roles, and ensures that all participants are aligned on objectives and approach.

- Document Review
 - o Review, and gather additional as needed, relevant documents
- Kick Off Meeting
 - o Kick Off Meeting with Leadership Team (In Person)

Perspective

Here we capture a broad range of viewpoints from key stakeholders within the organization. By gathering insights from leadership, staff, and commission members, this stage helps to illuminate both shared priorities and areas of divergence in the strategic planning process.

- Baseline Survey
 - o Development of an “internal” survey distributed to the elected body, 4 Division Heads, and 20 Department Heads management staff.
 - o Leveraging City relationships for targeted distribution, DHS will modify the survey to be “constituent forward” while retaining question context.
 - o *Optional: Survey to include front line staff.*
 - o *Optional: Survey to include members of boards and commissions.*
 - o *Optional: Virtual focus groups.*



- One-on-Ones
 - o City Commission Members (100% participation is our goal and request).
 - o City Management Leadership Team and Division Heads.
 - o *Optional:*
 - *Department Heads (Individual or Small Groups).*
 - *Boards and Commission Chairs (Individual or Small Groups).*

Pre-Workshop

As we prepare for our first facilitation, we lay the groundwork for productive strategic discussions by ensuring all participants are prepared and informed. This stage focuses on organizing materials, setting expectations, and coordinating logistics ahead of the initial council workshop.

- Preparation: Council Workshop #1
 - o Consultant Team Preparation
- Pre-Workshop Activity/Reflection

Purpose & Value

Foundation supports the strategic planning process by:

- Establishing a structured process for strategic planning, ensuring clarity and consistency throughout the initiative.
- Preparing participants by coordinating logistics and setting clear expectations for effective engagement.
- Supporting informed decision-making by organizing materials and facilitating communication among stakeholders.
- Building a shared understanding of goals, roles, and direction to foster alignment and trust within the team.

Together, these elements create a strong foundation for successful strategic discussions, enabling the group to collaborate effectively and achieve meaningful outcomes as the planning process moves forward.

Our foundational work directly informs our team's approach to strategic planning by:

- Establishing a structured process that ensures clarity, consistency, and alignment with the City Management Leadership Team's intent throughout the initiative.



- Preparing participants by coordinating logistics and setting clear expectations, while also recognizing and accounting for existing conditions within the organization and throughout the community for effective engagement.
- Supporting informed decision-making by organizing materials and facilitating transparent communication among stakeholders, ensuring that the current realities and challenges are acknowledged.
- Building a shared understanding of goals, roles, and direction to foster alignment and trust within the team, with a deliberate focus on recognizing the unique context and needs of the city.

By integrating these elements, our approach ensures that the planning process is both responsive to existing conditions and intentionally aligned with the City Management Leadership Team's vision. This positions the group to collaborate effectively and achieve meaningful outcomes as we move forward with strategic discussions.

Phase I: Common Ground & Shared Vision

Timing: May–June

Phase I focuses intentionally on alignment before decision-making, ensuring that future strategic choices are grounded in a common understanding of the City's goals, role, and direction, with a particular focus at this early stage on vision—Muskegon's ideal future state.

Desired Outcomes

Establish a strong foundation for the strategic planning process by building trust and alignment among the City Commission.

- A collaboratively developed vision statement informed by all Commissioners. While consensus is the goal, a majority threshold is sufficient, with inclusion and transparency as guiding principles.
- A clearer, shared understanding of Commissioners' values, lived experiences, and perspectives on Muskegon.
- A shared understanding among Commissioners of their policy role and the boundaries of local authority within a council–manager form of government.
- Improved working alignment and trust among elected officials and staff leadership.
- A Commission-affirmed framework to guide subsequent community engagement, prioritization, and budget alignment.





Pre-Session Activity

Commissioners will be invited to participate in a pre-session activity to inform the upcoming work session. The design and intent of the activity will be determined following the kick off meeting with staff leadership.

Full Day In-Person Retreat

Part 1: Governance Roles and the Role of Strategic Planning

DHS will facilitate a practical, plain-language discussion on governance roles within a Council–Manager form of government. This discussion is intended to support—not constrain—Commissioners by clarifying the tools available to them and the limits of local authority. Here we demonstrate how the Strategic Plan is leveraged to maintain focus and accountability around shared outcomes and priorities—ensuring precious resources (human, financial, capital, and otherwise) are used effectively and efficiently.

Topics may include:

- The role of elected officials in setting policy direction and community values.
- Appropriate avenues for advocacy on issues outside direct local control (e.g., resolutions, proclamations, intergovernmental coordination, public platforms).



- The respective roles of the Commission, City Manager, and staff in policy development and implementation.
- Limitations on local authority as defined by governing documents, including state law, the City Charter, and applicable home rule provisions.
- How the Strategic Plan is used to strengthen interactions between the Council and the Manager and to foster a collaborative atmosphere where staff and policy makers work together consistently and effectively aligned by the strategic plan.

This discussion is designed with clear boundaries and outcomes. It explicitly acknowledges that policy differences will exist, while emphasizing shared understanding of governance tools, constraints, and responsibilities. The intent is to improve clarity for actions and intentions, not to resolve ideological differences.

Understanding roles and responsibilities in the Council-Manager form of government is connected to the strategic priorities that the Commission will affirm.

Part 2: Facilitated Discussion & Vision Framing

During the in-person work session, Commissioners will participate in facilitated small-group exercises that build directly on the pre-session reflections. These exercises translate personal values and lived experience into shared aspirations and provide a natural bridge to vision development and strategic priorities.

Part 3: Strategic Priorities

A closing discussion is facilitated with the City Commission focused on building out new outcome statements into concise, memorable strategic priorities—generally expressed in three to five words each. This discussion will leverage the existing strategic framework and the day's input to inform the City's vision and direction.

The goal of this exercise is to move from descriptive or technical language to outcome language that Commissioners can readily apply in practice. For example, outcome areas should be usable when explaining why a particular investment, incentive, or policy decision aligns with the Commission's strategic priorities (e.g., "economic prosperity" or "neighborhood health").

This session may result in:

- Refinement of existing priorities.
- Consolidation or clarification of overlapping concepts.
- Confirmation that outcomes clearly support and reinforce the adopted vision statement.





Strategic Priorities Refinement

Via electronic survey, we present draft vision and priority statements for review and input. The input gathered will inform our first refinement in preparation for community engagement. This step is intended to strengthen the correlation between the City's vision statement, its goals, and priorities that were included in the 2022 Muskegon Strategic Plan, and proposed revisions based on the insights and input gathered at the retreat.

Phase II: Community Engagement and Alignment

Timing: June–August

In Phase II, we invite the community to join the strategic planning process. Our objective is to ensure that the City's vision and strategic priorities are relevant, clearly defined, and resonate with the community. Additionally, we leverage these in-person interactions to begin nurturing and harvesting ideas from participants—informing the activities outlined in Phase III.

It is crucial to invest time in understanding and coordinating input from the City Commission and the community. By creating a welcoming environment for those we aim to serve, we lay the groundwork for effective prioritization and informed decisions throughout the process.

Desired Outcome

By the conclusion of Phase II, the City will have:

- Robust and inclusive community input with an emphasis on reaching disengaged populations and stakeholders.
- A finalized and “adoption ready” vision statement.



- A confident, concise, and clearly articulated set of strategic priorities that flow from the adopted vision statement.
- Language that is practical, repeatable, and usable by the City Commission to describe priorities, investments, successes, and decisions.
- Improved readiness for future prioritization exercises and strategic plan implementation.

Community Engagement

Conduct community engagement open houses with staff support. Sessions should be oriented around obtaining feedback connected to the following ideas:

- Does this vision resonate?
- Is anything critical missing or misunderstood?
- How do residents experience these priorities in practice?
- What is needed for the community to live its vision?

In an open house format, activities will include separate discovery and dialogue stations that reflect the Commission's draft Strategic Priorities—with multiple unique engagement opportunities leveraged to capture input while fostering community.

DHS' proposal provides for hosting one open house in each Ward focusing on locations that can facilitate higher engagement and turnout. Opportunities to build off existing events, or to turn open houses into an event themselves is generally a strong approach. An example might be a mini-food truck rally (1 to 2 trucks at each event) potentially sponsored by a community foundation or other community support resource.

Collaboration with City Communications Department

Community outreach will be critical to the success of community engagement. Our team can help build an outreach strategy and design communications assets; however, outreach implementation will require staff support with examples of potentially needed support below:

- Multiple social media assets leveraged at key periods throughout the open house promotion process.
- A designated web presence.
- Sandwich Board signage placed strategically throughout the community.
- Informative door hangers could be used for outreach in neighborhoods that have been historically challenging to engage.



- Coordination of any activities, food trucks, refreshments, facility access, AV needs, etc.
- Assist in the evaluation of opportunities to remove barriers to participation such as opportunities for youth engagement, small child engagement areas, transportation opportunities, strategically selected facility hosts, etc.
- Brainstorming opportunities to provide remote or alternative strategies to engage in open-house activities through tools such as surveys, Facebook live, developing a short series of videos to host online with opportunities to provide input, etc.
- In the past, we have found great collaboration with local faith leaders. We could consider hosting a virtual meeting with interfaith leadership to promote the value of parishioner participation.
- Strong collaboration with the personnel assets of the City's community engagement team provides a real opportunity to knock community engagement out of the park, building trust in the process—trust amongst not only stakeholders but City Commissioners as well.

Note: Additional opportunities to expand this engagement are available, depending on the City's interest and staff support. This includes an optional community engagement survey as a way for those who are unavailable to participate otherwise and provide input.

Community engagement deliverables will include and not be limited to the following list presented in a written summary report:

- Metrics including number of attendees, hours of public engagement, etc.
- Written summary regarding engagement efforts.
- Vision statement **and priorities** visual word cloud(s).

Simplification & Refinement Session #2

We will facilitate a work session with the City Commission focused on simplifying and refining the City's existing strategic priorities into concise, memorable calls to action—generally expressed in three to five words each. This work will be informed by the input gathered from the community.

The goal of this exercise is to move from descriptive or technical language to language that the Commissioners can readily apply in practice. For example, strategic priorities should be leveraged when explaining why a particular investment, incentive, or policy decision aligns with the Commission's strategic priorities (e.g., "economic prosperity" or "neighborhood health").

This session may result in:

- Refinement of existing strategic priorities.



- Consolidation or clarification of overlapping concepts.
- Confirmation that outcomes clearly support and reinforce the adopted vision statement.

Purpose & Value

Through active pursuit and welcoming community engagement, we work to build buy-in and identify community partners and allies who can help support the implementation priorities of the strategic plan.

Phase II supports the strategic planning process by:

- Building trust and mutual understanding among community members and stakeholders.
- Creating space for diverse perspectives.
- Identifying shared values and priorities across the elected body and community members.
- Strengthening the logical connection between vision, outcomes, and future priorities.
- Establishing the outcome language that will support strategic communications connected with strategic plan initiatives.
- Providing Commissioners with practical language to explain decisions, disagreements and/or investments.
- Preparing the City for more effective prioritization and implementation discussions in Phase III.

By grounding the planning effort in lived experience and collective reflection, the City's strategic plan is better positioned to reflect authentic community priorities and support durable, consensus-based outcomes.

Phase III: Operationalize and Prioritize

Tentative Timing: August–October

Phase III marks the transition from planning to action and focuses on translating strategic priorities into operational steps for the City. This phase will guide leaders in determining which initiatives to advance and how best to allocate resources for maximum impact.



Operationalization: Initiative Inventory & Matrix Formation

We will work with the City Manager's Office, senior leadership, and department heads to compile and summarize a comprehensive inventory of initiatives, including:

- Strategic priorities from the City's previous strategic plan
- Near-term and mid-term initiatives identified in adopted plans (e.g., land use, parks, or other policy plans)
- Capital Improvement Program (CIP) initiatives, with guidance from the City Manager and Finance

Each initiative will be summarized at a high level to ensure consistency and clarity, including plan origin, status, timing, and key considerations.

Deliverables: We will organize the initiative inventory into a prioritization matrix structured around the City's strategic priorities. This matrix provides a shared framework for the prioritization discussion, allowing Commissioners and staff to:

- See how initiatives align with stated priorities and what plans those initiatives are driven by.
- Identify areas of concentration or imbalance.
- Suggest adjustments, consolidations, or clarifications.

This step ensures that prioritization discussions are anchored in the Commission's strategic framework rather than individual priorities alone. This process can also be leveraged by the City Management Team to build cross departmental understanding of roles, impact, and needs across the organization.

Prioritization:

Option #1: Full Day Retreat

Option #2: Virtual Engagement and Shortened Work Session

During a full day retreat, the City Commission alongside the leadership team will engage in a structured prioritization exercise. Activities will include:

- Affirming or updating the initiative matrix.
- Using visual tools (e.g., dot or sticker voting) to indicate levels of support.
- Identifying initiatives with clear majority support as priority candidates for advancement.



- o This exercise will identify capacity and assign a threshold of priorities that may be advanced across Years 1-4, setting the table for a four-year *work plan*.^{*} The work plan can be leveraged to inform future budget and capital improvement planning processes.

^{*}*Work Plan* is used loosely to describe the *what* will be moved forward and *when* (policy), not *how* the work is done (implementation).

- o To ensure constructive participation, a space will be established for initiatives that receive meaningful interest but fall short of majority support.
- o This provides a transparent way to acknowledge priorities that have some advocacy, but not majority, demonstrating input has been seen, heard, and captured.

Note: *Option 2 may be beneficial for scheduling purposes; however, it may forgo the inter- and intra-commission/staff connections and understanding that can be fostered organically.*

By the end of Phase III, the City will be positioned to move forward with confidence, knowing which initiatives have clear strategic support, which remain under consideration, and how priorities connect back to the Commission's vision and outcomes.

Deliverables:

- Initiative alignment across plans.
- Initiative priorities projected four years out.
- Optional: FY 28 CIP prioritization.

Purpose & Value

Phase III supports the strategic planning process by:

- Creating a fair, visible, and disciplined method for prioritization.
- Helping the Commission navigate tradeoffs without forcing false consensus.
- Aligning strategic direction with budget and capital planning realities.
- Preparing for staff implementation and public communication.



Phase IV: Final Report & ClearGov Integration

Tentative Timing: October–January

Phase IV focuses on synthesizing the work completed in Phases I–III into a clear, usable strategic plan and integrating that plan into the City’s operational and reporting systems. This phase is largely administrative and documentation-focused. Here we translate outcomes of the planning process into a format that supports implementation, transparency, and accountability.

The final report will be delivered and presented to the City Commission at a public meeting of the City’s choice. The report will be delivered by the City’s leadership team, supported by DHS.

Strategic Plan Synthesis & Final Report

We will synthesize all inputs and outputs from the planning process into a final strategic plan document. This will include:

- A concise narrative summarizing the planning process and engagement approach. We will include public engagement photos and will seek to include positive comments from the public about the process.
- The adopted vision statement
- Defined priorities, with clear descriptions
- A four-year schedule of strategic priorities organized under the outcome framework

The final report will be designed for clarity, accessibility, and long-term use, serving as a reference point for elected officials, staff, and the community. Other report delivery methods and tools may be negotiated if there is an interest in inclusive sharing (neighborhoods, social media, etc.)

ClearGov & Plan Implementation Support

Recognizing that strategic plans are most effective when embedded into daily operations, DHS will provide up to 12 hours of capacity to support the integration of the strategic plan within ClearGov, the City’s performance management platform.

Support activities may include, but are not limited to:

- Structuring the plan for implementation and tracking.
- ClearGov development and input support.
- Ensuring priorities and outcomes are clearly represented.
- Develop work planning and reporting tools aligning with the plan.



- Develop staff training and/or communication materials supporting organization wide plan understanding and integration.

Purpose & Value

Phase IV ensures that the strategic planning effort results in a document that is not only adopted but executed. By focusing on synthesis, clarity, and systems integration, this phase helps bridge the gap between strategy and execution.

Optional Services

Optional services can be scoped and quoted separately based on the City's interest, capacity, and desired level of ongoing support.

Budget & Capital Alignment Support

*If requested, we can assist the City Manager's Office in organizing and framing key capital projects or public-facing initiatives anticipated for the **FY 2027 budget**. This may include:*

- *Aligning major projects or initiatives with newly defined outcome areas.*
- *Supporting internal consistency in how projects are described and presented.*
- *Assisting/guiding the build out of initial communications framework(s) for initiatives and/or capital projects that will be visible early in the new plan's life cycle.*

This support is intended to reinforce alignment between strategy, budgeting, and public communication, without preempting future prioritization.

FY 28 Budget Process Materials

If requested, we can assist the City Manager's Office with organizing and preparing materials/templates for the FY 28 budget process. Scope examples include:

- *Outlining a new budget process and timeline—incorporating strategic plan alignment throughout the budget cycle.*
- *Creating new budget request templates (electronic forms, ClearGov, or other).*
- *Staff training regarding the purpose of the Strategic Plan, informed decision making, and "next year's" budget process*



Additional/Ongoing Support

Beyond Phase IV, DHS can provide optional support that advances and sustains the momentum of plan implementation. Examples of support could include, but not be limited to:

- Establishing a communications framework for quarterly strategic priority status updates.
- Assisting with the development or refinement of Key Performance Indicator (KPI) frameworks.
- Supporting alignment between the strategic plan and staff and department performance evaluations.
- Aligning Board(s) and Commission(s) plans
- Building the tools that leverage the strategic plan within the context of policy deliberations and decision making.

Note: Such tools could be helpful when facing internal and/or external pressures to redirect resources or add expectations that impact the implementation of the adopted strategic plan and/or exceed operational resource limitations (financial, human, capital, or otherwise). In other words, these tools strengthen accountability and governance effectiveness by using a data- and community-informed strategic plan to guide decision-making—rather than relying on reactive, emotionally driven choices or chasing the next “shiny object,” a trap that is all too common in the public sector.

Training and Team Building

Double Haul Solutions (DHS) offers customizable training options to strengthen team effectiveness, communication, and shared understanding. Training may be delivered to staff, the City Commission, or jointly.

Everything DiSC®

- Builds awareness of individual communication and work styles
- Creates a shared language to improve collaboration and reduce conflict
- Supports stronger day-to-day working relationships across roles and departments

Five Behaviors of a Cohesive Team®

- Focuses on Trust, Conflict, Commitment, Accountability, and Results
- Strengthens team cohesion, decision-making, and accountability
- Includes facilitated discussion, assessment insights, and action planning

Custom Training

DHS designs tailored sessions based on organizational goals, team dynamics, and governance context. Topics may include communication, role clarity, leadership alignment, and team



IV. FEE SCHEDULE

SCOPE OF WORK	CONSULTING FEES	AMOUNT
Base Strategic Planning Scope of Work		Not to Exceed \$50,000

Payment Terms: 10% Deposit. Monthly progress payments based upon the estimated completed scope of work i.e. (Total Estimate*%Completed) - Paid to Date. Final 5% upon receipt of Final Deliverable. Net 30 Days.

Reimbursables: Mileage at IRS Schedule Rates. City Approved Accommodations.

Assumptions:

- "Not to exceed" total excludes scope items listed as "optional."
- Five (5) in person days included. Additional days \$1,200 per day per "lead or SME" consultant.

Hourly Rates:

- Project/Facilitation Lead.....\$150 p/h
- Project Support.....\$100 p/h
- SMEs
 - Community-Led/Place Based Economic Development Specialist.....\$ 250 p/h
 - Communications and Engagement Specialist.....\$ 150 p/h

V. NOTICE TO PROCEED

By signing below, I verify that I am a representative of the Client; I agree with the scope of work to be provided and related Fee Schedule; I accept the Consulting Services Terms and Conditions; and that I have the authority to bind the Client in the engagement of these services.

CLIENT:
City of Muskegon

Sign: _____
By: _____
Its: _____

WITNESS:

Sign: _____
Print: _____

CONSULTANT:
Double Haul Solutions

Sign: _____
By: Nate Geinzer
Its: Founder/CEO

WITNESS:

Sign: _____
Print: _____



TERMS AND CONDITIONS

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this signed Scope of Professional Services (the "Contract"), Consultant shall perform the work, duties and responsibilities as described in the above Scope of Work (the "work"), which is made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence immediately upon execution by both parties, and performance of the work shall be completed according to the timing set forth in the work. The timing for performance of any such work may be extended for additional specified periods of time, if allowed in writing by the Client in its sole discretion.

Article III. Contract Price and Payment

A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount and manner set forth in the work (referred to in this Contract as "payments"). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of authorized work required under and pursuant to this Contract.

B. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

C. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in the work, unless specifically identified in the work as reimbursable expenses and such expenses have been approved by the Client or its designee.

D. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated in the work; otherwise the Client will not be billed for such extra/additional services or work.

E. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address listed on the invoice, unless Consultant provides written notice of a change in the address to which such payments are to be sent, or by electronic means as provided for with Consultant invoices.

F. Upon successful completion of Services, Client agrees to allow its logo and/or name to be used on Consultant's website identifying past clients.

Article IV. Duration and Termination.

A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.

B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to provide Client with all of the plans and product(s) generated under this Contract through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.

C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Consultant may retain a copy of such materials for its files. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

Article V. Independent Contractor Relationship.

A. In the performance of this Contract, the relationship of Consultant to the Client shall be that of an independent contractor and not that of an employee or agent of Client. Consultant is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

B. Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client. Although Consultant is required under this Contract to advise, make recommendations to and to a limited extent represent the Client, all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Client or the Client's authorized official prior to

being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Client or an authorized Client official. Consultant may disseminate said materials held in the public realm as a part of Consultant's portfolio of work.

C. Consultant represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in the work in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in the work, Consultant shall perform all of the work under this Contract and no other person or entity shall be assigned or subcontracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees and attorneys, from and against any and any claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of: (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work; (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract; or (iii) civil damages and penalties, including without limitation damages and penalties resulting from claims of discrimination, civil rights violations, statutory violations or constitutional violations, which arise out of any or are in any way connected or associated with the actions or inactions of Consultant. Consultant also agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees and attorneys, from and against any and all claims, demands for payment, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for or relating to any patented or copyrighted material, process, or device that may be used in the course of performing the work or form a part of the work.

B. Consultant shall obtain and maintain during the term of this agreement, insurance coverage as outlined herein. This insurance shall not be interpreted to limit the liability of the Consultant, and all deductibles and SIR's are the responsibility of the Consultant. A certificate of insurance and endorsements shall be provided by Consultant prior to start of this agreement. (1) Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. (2) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include an endorsement stating the Client shall be named as additional insured and coverage shall be primary to any insurance carried by Client. Consultant shall give the Client immediate notice of any change in or cancellation of the coverage within five (5) days of such change or cancellation, shall provide a copy of any cancellation notice received from its insurer to the Client within five (5) days of such cancellation, and shall request that its insurer send such notice of cancellation to the Client. Consultant shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Client.

Article VII. Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits,

manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Consultant during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Consultant under this Contract or that are otherwise related or relevant to the work belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII. Accuracy.

Consultant promises that the information it provides in the work to be performed under this Contract will be accurate, excepting only inaccuracies resulting from incorrect information provided by the Client, other consultants, and/or other public sources. Consultant will not charge Client for necessary corrections to its work and will be responsible for any increased cost incurred by the Client as a result of any inaccuracies in the work excepting inaccuracies resulting from incorrect information provided by the Client other consultants and/or other public sources.

Article IX. General Provisions.

A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules, or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.

D. Assignment. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the dispute before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, nonbinding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons

and basis for an award or decision, a judgment of the Livingston County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.

F. Third Parties. It is the intention of the parties hereto that this Contract is not made for the benefit of any private third party. Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.

G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: Jonathan Seyferth, City Manager 933 Terrace Street, Muskegon 49440

Consultant: Nate Geinzer, Founder & CEO, Double Haul Solutions

H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.

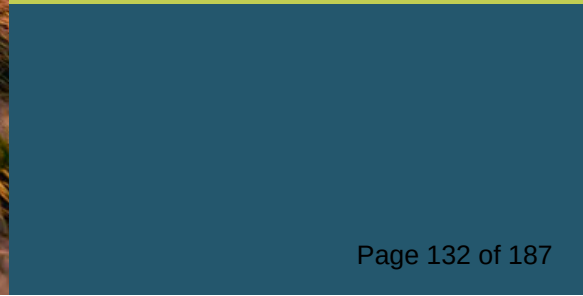
I. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

J. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in City/Township/Village of Brighton, Livingston County, Michigan.

K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and Scope of Professional Services, the provisions in the above text shall govern.

CONTACT US FOR FURTHER INQUIRIES

www.doublehaulsolutions.com
nate@doublehaulsolutions.com
248-207-5293





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: Contract Award: Material Testing - 215733 Lakeshore Dr							
Submitted by: Joel Brookens, Engineer, Dan VanderHeide, Public Works Director	Department: DPW- Engineering							
Brief Summary: Staff is requesting authorization to approve a contract with Material Testing Consultants in the amount of \$30,000 for material testing on the Lakeshore Drive road reconstruction project, as outlined within the RFP.								
Detailed Summary & Background: Bids were solicited for material testing for the Lakeshore Drive road reconstruction project, which is required by the state to ensure the contractor is meeting construction standards. Two bids were received:								
Material Testing Consultants	\$30,000.00							
Soils & Structures	\$67,287.00							
This work is budgeted for and included in the street funds associated with the project.								
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Improved transportation connections throughout the community								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: \$30,000.00	Budgeted Item: <table border="1"><tr><td>Yes</td><td>x</td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>	Yes	x	No		N/A		
Yes	x	No		N/A				
Fund(s) or Account(s): 202-901-801-92408	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>x</td><td>N/A</td><td></td><td></td></tr></table>	Yes		No	x	N/A		
Yes		No	x	N/A				
Recommended Motion: Move to authorize staff to enter into a contract with Material Testing Consultants in the amount of \$30,000.00 for material testing for the Lakeshore Drive road reconstruction project, as defined within the RFP.								

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Name the Policy/Ordinance Followed:

Purchasing Policy



MATERIALS TESTING CONSULTANTS

March 12, 2026
Proposal No. 20718

City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Attention: Ann Meisch – City Clerk

Reference: Proposal For Construction Materials Engineering and Testing Services
Lakeshore Drive from Beach Street to Sherin Street in Muskegon MDOT
STUL61000-215733A
Muskegon, Michigan

Dear Ms. Meisch:

We appreciate the opportunity to submit this proposal to provide construction materials engineering and testing services. The scope of the work has been established based on review of the project plans dated October 17, 2026 and MDOT proposal. We have provided herein a description of the scope of work and associated fees. Our general conditions and fee schedule are attached.

The proposed construction includes 1.16 miles of hot mix asphalt cold milling and resurfacing, concrete curb & gutter, water main, and pavement markings on Lakeshore Drive from Beach Street to west of Sherin Street in the city of Muskegon, Muskegon County. Construction is scheduled to take place during the 2026 construction season.

We offer a variety of engineering and testing services through our in-house staff, including:

- soil and aggregates testing,
- subgrade verification testing,
- concrete field and laboratory testing,
- masonry testing and inspection,
- structural steel fabrication and erection inspection,
- asphalt and pavement engineering and testing,
- roofing inspection or other testing as necessary.

The described services are available as scheduled through our Construction Materials Testing Division. We are able to provide services related to geotechnical engineering and environmental concerns with support from our other Divisions, as necessary.

Our in-house laboratory fully meets the requirements of ASTM C1077, D3666 and D3740, the standards that set minimum requirements for laboratories conducting tests on concrete and aggregates, bituminous paving materials, soil and rock. We are AASHTO accredited and



participate in AASHTO reference sample programs and independent reviews of our internal quality program.

Each year MTC provides service on hundreds of projects throughout Michigan. With an experienced staff, our test drilling support and in-house laboratory capabilities along with our successful completion of thousands of projects, we offer to our clients engineering consultation and testing services for almost any size and complexity project.

As evidenced by our Mission Statement, safety is our top priority. We, as a company, hold ourselves to high standards in this area and require adherence from our employees to our safety policies.

We have comprehensive forms of insurance, including workers compensation, automobile, general liability, contractors' pollution liability and professional liability.

APPLICABLE EXPERIENCE FROM 2025

- 32nd Avenue from Allen Road to New Holland Street, Hudsonville MDOT EMRP70000-222871A
 - Provided QA materials testing for the project as listed in Scope of Work section
- Burlingame Avenue from 52nd Street to 36th Street, Wyoming MDOT STU41000-215837A
 - Provided QA materials testing for the project as listed in Scope of Work section
- O'Brien Road from Covell Avenue to Butterworth Street, Grand Rapids MDOT STU41000-215831A
 - Provided QA materials testing for the project as listed in Scope of Work section
- Michigan Street from Maryland Avenue to Leffingwell Avenue, Grand Rapids MDOT STU41000-215829A
 - Provided QA materials testing for the project as listed in Scope of Work section
- 52nd Street and Kellogg Woods Drive, Kentwood MDOT STU41000-215835A
 - Provided QA materials testing for the project as listed in Scope of Work section



APPROACH TO THE PROJECT

- Being a materials testing firm our schedule is highly dependent on that of the construction crew.
- We are on an as-needed basis and require either the client, client representative, or project general contractor to call us at least 24 hours prior to needing testing on site to schedule work.
- For road work such as this, in general, we'd have a test schedule as follows:
 1. Sample and test aggregates from pit prior to start of construction to verify they meet requirements of project.
 2. Soil backfill density for any utilities going in under the roadway.
 3. Aggregate base density testing
 4. Concrete testing for curb & gutter
 5. Asphalt density testing and plant sampling for lab testing
 6. Asphalt lab testing
 7. Concrete pavement testing & coring if applicable (does not seem applicable based on review of project plans)
 8. Lane tie pull-out resistance testing if applicable (does not seem applicable based on review of project plans)
 9. Repeat steps 2 through 8 as needed throughout the project
- Reporting will be done via our online electronic distribution system within 48 hours of completing testing to those designated on the report distribution list.

PROJECT STAFFING (see *Attachment C: Key Personnel Resumes* at end of proposal for more information)

- Daniel Nevins, P.E. – Project Engineer
- Keith VanStrate – Laboratory Manager
- Curt Weaver – CMT Field Manager
- Various technicians with tech level one and above certifications for concrete testing, aggregate sampling, HMA sampling and testing.



SCOPE OF WORK

A proposed scope of work is outlined in this section. Scheduling of requested services is to be directed by our client. All test methods are in accord with ASTM or other indicated procedures. Standard Project Engineer review of reports will be provided.

Concrete – Field

- Sampling and testing of fresh plastic concrete
- Sampling and testing for slump, entrained air, concrete temperature and air temperature
- Sampling and molding compressive strength test cylinders
- Reinforcing steel placement documentation
- Concrete coring as requested by the city of either 4" or 6" diameter to verify thickness and rebar embedment (if applicable)
- Lane tie pull-out resistance testing as requested by the city, typically a minimum of 15 (if applicable)

Concrete – Laboratory

- Compressive strength testing of field-molded test cylinders

Asphalt Pavement

- Sampling and gradation testing of gravel base
- In-place density (compaction) testing of gravel base by nuclear method
- Asphalt laydown and density testing - thicknesses, temperatures, density by nuclear method
- Asphalt mix sampling and verification testing (extraction and gradation)



FEES AND COST ESTIMATE

Our fees are based on actual quantities and rates in the attached fee schedule. The actual quantity will largely be a function of the methods applied and as scheduled by Contractor or project representative on-site. Our fee estimate is based on regular work hours and no required additional visits for retesting of failing work. Based on the previously described scope of work, we are projecting the following technician trips for this project:

Proposed Testing Services

Testing Services		
Type of Service	Technician Trips	Technician Hours
Concrete Testing – Curb & Gutter	3	4 hrs. per trip
Concrete Testing – Sidewalk	3	4 hrs. per trip
Concrete Testing – Driveways	1	4 hrs. per trip
Density Testing – Aggregate Base	3	4 hrs. per trip
Density Testing – Asphalt Paving	8	8 hrs. per trip
HMA Plant Sampling and Lab Testing	8	8 hrs. per trip
Aggregate Pit Sampling and Lab Testing	2	4 hrs. per trip
Concrete Sample Pickups	4	2 hrs. per trip
Total	32	

Based on the projected technician trips and using rates in the attached fee schedule we have estimated a budget of **\$30,000**. This estimate includes all equipment, mileage, and travel with supporting laboratory testing and project engineering supervision.

We are not authorized to accept, revoke, alter, relax, enlarge or release any requirements of the project plans or contract documents. The Contractor's use of these quality assurance services for quality control is entirely at their risk and does not relieve the Contractor from controlling its own operation to fully meet project specifications. We shall not be responsible for any Contractor's failure to carry out the work and to provide materials in accordance with the project plans and contract documents. In no event shall we be held liable or responsible for the errors, acts, or omissions of any party involved with this project. The Contractor has sole responsibility for their means, methods, techniques, sequences, procedures, materials and safety precautions in connection with this project. We do not control the project schedule or site and need to be notified in advance of activities requiring testing.



City of Muskegon
Proposal No. 20718
March 12, 2026
Page 6

We appreciate this opportunity to provide this service to City of Muskegon. Please do not hesitate to call should you have any questions.

Sincerely,

MATERIALS TESTING CONSULTANTS, INC.

Daniel Nevins, PE
Project Engineer

Atts: Attachment A: Fee Schedule
Attachment B: General Conditions
Attachment C: Key Personnel Resumes
Attachment D: Proposal & Award Page 3
Attachment E: Bid Total Page 9

Attachment A: Fee Schedule



FEE SCHEDULE

PERSONNEL

Principal	\$275/hr	SST Technician III	\$150/hr
Sr. Project Manager	\$235/hr	SST Technician II	\$140/hr
Project Manager	\$210/hr	SST Technician I	\$130/hr
Sr. Proj Eng/Geol/Env Professional	\$200/hr	Technician IV	\$125/hr
Project Eng/Geol/Env Professional	\$185/hr	Technician III	\$105/hr
Asst Proj Eng/Geol/Env Professional	\$170/hr	Technician II	\$95/hr
Sr. Staff Eng/Geol/Env Professional	\$155/hr	Technician I	\$85/hr
Staff Eng/Geol/Env Professional	\$140/hr	Project Assistant	\$85/hr
Field/Lab/SST Manager	\$170/hr		

Minimum charge for field assignment is four hours per trip. Overtime is 1.5 times standard rate. Overtime is time worked prior to 8:00 a.m., after 4:30 p.m., more than eight hours per day or Saturdays, Sundays or holidays. Chargeable time includes travel (portal to portal), time on-site, and required office time. Review of field and laboratory reports is mandatory practice and is charged at the appropriate level required.

OTHER

Mileage	\$0.95/mile	Per diem - meals (overnight)	\$75/day
Vehicle (Local Use)	\$80/day	Direct reimbursable expenses	Cost+15%

EQUIPMENT (Daily Rates unless otherwise indicated)

Geo-Environmental

Bailer	\$38/ea
Earth Resistivity	\$500
Four Gas Monitor	\$125
GPS	\$175
Ground Penetrating Radar (GPR)	\$935
Electromagnetic Locating Tool	\$190
TEXAme Pressuremeter	\$4,320/wk
Low Flow Pump	\$585
Photo-Ionization Detector	\$250
Slope Inclinator	\$500
Turbidity Meter	\$90
Water Level Meter	\$80
Vane Shear Test Apparatus	\$175
Plate/Pile Load Test Equipment	\$745
Drone	\$245
Vapor Pin Kit (day rate + \$6/point)	\$245
Gas Vapor Probe Kit	\$63
Groundwater Sampling Filters	\$23
Infiltration Test Equipment	\$155
Probex Dilatometer	\$4,320/wk
Multi-channel Analysis of Surface Wave Equipment	\$3,500/wk

Industrial Hygiene

Occupational Exposure Air Sampling	\$115
Hazardous Material Bulk Sampling	\$95
Mold Sample Analysis	\$75
Toxic Characteristic Leachate Procedure Analysis	\$340

Safety

Traffic Sign	\$80
Arrowboard	\$230
Safety Cone	\$12

CMT

Anchor Bolt Pull Out Equipment	\$345
Avongard Crack Monitor	\$80/ea
Coring Machine	\$315
Concrete Surface Moisture Gauge	\$155
Concrete Floor Moisture Vapor Kit	\$75/ea
Concrete Relative Humidity Kit, F2170	\$165/plug
Floor Profiler	\$350
Load Cell	\$420
Maturity/Temperature Sensor	\$145
Nuclear Density Gauge	\$90
Pile Echo Tester	\$250
Portable Beam Flexural Test Frame	\$210
Positest Adhesion Tester	\$290
Adhesion Dolly	\$16/ea
Roughness	\$280
Slip Resistance	\$280
Windsor Probe or Schmidt Hammer	\$290
Windsor Probe Charge Set	\$115/set
Water Spray Testing Equipment, AAMA 501.2	\$155
Air Leakage Testing Equipment, ASTM E1186	\$475

SST

Infrared Camera	\$290
Magnetic Particle Equipment	\$105
SFRM Cohesion/Adhesion Kit	\$85/ea
Skidmore® Bolt Tension Calibrator	\$205
Torque Multiplier	\$180
Torque Wrench	\$140
Ultrasonic Equipment	\$210
UT Thickness Gauge	\$210
Positector Paint Thick (Metal Substrate)	\$115
Positector Paint Thick (Non-Metal Substrate)	\$290



FEE SCHEDULE

LABORATORY (Rate per sample unless otherwise indicated)

Geotechnical

Modified/Standard Proctor, D1557, D698	\$290
Proctor – method C, 6" mold, add	\$110
Relative Density (Max/Min Index Density), D4253, D4254	\$640
Sieve Analysis and LBW, D6913, D1140	\$240
Grain Size Distribution, Hydrometer, D422, D7928	\$305
Specific Gravity, D854	\$180
Atterberg Limits, D4318	\$155
Soil pH, D4972	\$105
Organic Content/Loss on Ignition, D2974	\$180
Total Porosity, D854, D2216, D7263	\$200
Density & Moisture, D2216, D7263	\$75
Moisture Content, D2216	\$37
Percent Solids	\$170
Shelby Tube - Visual Classification, D2488	\$120
Shelby Tube - Extrusion, D2488	\$75
California Bearing Ratio (per pt), D1883	\$560
Direct Shear (up to 3 pts), D3080	\$1,170
Unconfined Compression, D2166	\$120
Triaxial UU (1 point), D2850	\$465
Triaxial CU (up to 3 pts), D4767	\$2,220
Triaxial CD (up to 3 pts), D7181	\$2,690
Laboratory Vane Shear, D4648	\$175
Consolidation, D2435, Method B	\$935
Permeability – Constant Head, D2434	\$405
Permeability – Fall. Head, EM 1110-IV-1906	\$435
Permeability – Flex Wall, D5084	\$695
Permeant Interface Device, D7100	\$330
Remolding of Samples, add	\$115
Soil Resistivity, G187	\$405
Paint Filter Test, EPA 9095B	\$52
Thermal Resistivity, D5334	\$1,285

Rock Core

Hardness by Rebound Hammer, D5873	\$290
Unconfined Compression, D7012	\$315
Unconfined Compression w/ Strain, D7012	\$520
Unconfined Comp. w/ Poisson Ratio, D7012	\$820
Slake Durability Index, D4644	\$375
Point Load Strength, D5731	\$200
Indirect Tensile (per pt), D3967	\$125

Masonry

Grout Prism Compression, per prism, C1019	\$115
Hyd. Cement Cube Compression, per cube, C109	\$48
Comp. of Concrete Block Prisms, per block, C1314	\$465
Moisture, Absorption, Net Area of Concrete Block, per block, C140	\$285
Compression of Concrete Block, per block, C140	\$265
Brick Comp. Strength, Abs, Saturation, IRA, Efflorescence, set of 15, C67	\$1,285

Hourly rate for special testing \$275/hour

Aggregates

Sieve Analysis and LBW, C136, C117, MTM 108, 109	\$240
Deleterious Materials, MTM 110	\$155
Percent Crushed, MTM 117	\$105
Soundness, C88	\$1,170
L.A. Abrasion, C131	\$700
Specific Gravity + Absorption of Course Agg, C127	\$345
Specific Gravity + Absorption of Fine Agg, C128	\$385
Unit Weight, dry-rodded, C29	\$285
Organic Impurities in Fine Aggregate, C40	\$265
Sand Equivalent Value, D2419	\$640
Fine Aggregate Angularity, MTM 118	\$265
Angularity Index, C1252	\$265
Flat and Elongated Particles, D4791	\$205

Concrete

Concrete Compression, per cylinder, C39	\$27
Cylinder Molds (cyls. not molded by MTC)	\$8
Core Compression, C42	\$100
Shotcrete cores (cut/comp. or spare), C1140	\$125
Splitting Tensile Strength, C496	\$125
Beam Flexure, C293, C78	\$140
Shrinkage Test, C157 mod	\$700
Concrete Core Absorption, C642	\$135
Alkali Silica Reactivity (ASR), C1567, C1260	\$1,050

Bituminous Mixtures

Marshall Stability and Flow, per plug, D6927	\$290
Bulk Specific Gravity, per plug/core, D2726	\$180
Molding Marshall Plugs, per plug, D6926	\$125
Theoretical Maximum Density (Rice), D2041	\$315
Molding Gyratory Plugs, per plug, D6925	\$230
Moisture Content, D1461	\$125
Preparation of Bituminous Core	\$53
Mix Verification (extract, sieve, LBW, crush), MTM 325, 108, 109, 117	\$520
Core Thickness, per core, D3549	\$65

Steel

Fireproofing Density Test, AWCI Manual 12-A	\$115
Side Bends – Machine/bend, E190	\$280
Face/Root Bends – Machine/bend, E190	\$280
Tensile, Ultimate, A370	\$290
Yield with Deflective Curve	\$90
Elongation, Reduction in Area, A370	\$115
Jack Calibration	\$935

Pipe

ABS Truss Pipe Test, 8" – 15" dia., D2680	\$315
PVC Pipe Test, 6" – 8" dia., D3034	\$375

Attachment B: General Conditions

GENERAL CONDITIONS

1. The scope of work includes the specific geotechnical, testing or other services to be performed by Materials Testing Consultants, Inc. (MTC) as set forth in MTC's proposal, the client's acceptance thereof if accepted by MTC and these general conditions. "Client" refers to the person or business entity ordering the work to be performed by MTC. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing the work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. The ordering of work from MTC shall constitute acceptance of the terms of MTC's proposal and these General Conditions.
2. Client will arrange for and provide access to the site as is necessary for MTC to perform the work. MTC, unless specifically indicated otherwise in the proposal, has not included cost for restoration due to damage to the site that may occur during the work.
3. Test samples will be disposed immediately upon completion of the assigned tests unless prior written arrangements have been made to hold the samples for a longer period of time. Samples from drilling operations will be held for 60 days after submittal of MTC's report.
4. MTC's work shall not include supervising construction or determining the means, methods, techniques or sequences of construction. MTC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.
5. Client shall cause all tests and inspections of the site, materials and work performed by MTC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and MTC's recommendations. No claims for loss, damage or injury shall be brought against MTC by client or any third party unless all tests and inspections have been so performed and unless MTC's recommendations have been followed. Client agrees to indemnify, defend and hold MTC, its officers, employees and agent harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of MTC, subject to the limitation contained in paragraph 9.
6. Client represents and warrants that he has advised MTC of any known or suspected hazardous materials, utility lines and pollutants at any site at which MTC is to do work hereunder, and unless MTC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save MTC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to MTC's performance of its work and resulting to or caused by contact with such subsurface or latent objects where the actual or potential presence and location thereof were not adequately and clearly revealed to MTC.
7. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty days of its receipt. All credit card payments will be subject to a processing fee of three percent. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty-day period at the rate of eighteen percent per annum until paid. Client agrees to pay MTC's cost of collection of all amounts due and unpaid after sixty days, including court costs and reasonable attorney's fees. MTC shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein MTC waives any right to a mechanics' lien, or any provision conditioning MTC's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that MTC shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of MTC from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.
8. Nothing contained within this agreement shall be construed or interpreted as requiring MTC to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
9. Ground Penetrating Radar (GPR) and Remote Sensing Services (RSS). Client acknowledges that the use of GPR and other RSS are not always reliable and there are limitations on the use of GPR and RSS to locate buried or embedded objects in the ground or in structures (for example, field conditions, soil moisture content, material type, masking of deeper embodiments by shallow embodiments and thickness of the material to which the GPR and RSS Services are to be applied; and only center lines of embedded objects can be located) which may make GPR and RSS less precise than actual excavation or other embedded object location technologies. MTC may rely on statements and plans of Client's representatives (including on-site employees or employees or representatives of contractors or subcontractors working for Client) as to the characteristics of the structure or location to be tested using GPR and RSS. Client agrees that it shall have the sole responsibility for the use of any information obtained as a result of the GPR and RSS, including reliance on any data there from in order to determine the location of drilling operations or other penetration of the location, area of structure to which such services are applied. MTC has no responsibility or obligation other than to deliver the results obtained from application of GPR and RSS. How and when the work product from the GPR and RSS shall be used (or not used) shall be in the sole and exclusive discretion of Client, and MTC shall have no obligation or responsibility to Client after the required services are completed and the work product is delivered.
10. MTC's SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, MTC WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN MTC REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD MTC OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON MTC'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF MTC, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$50,000 OR THE TOTAL AMOUNT OF THE FEE PAID TO MTC FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER IS GREATER.
11. Subject to the foregoing limitations, MTC agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of MTC's negligence to the extent of MTC's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against MTC, the party initiating such action shall pay to MTC the costs and expenses incurred by MTC to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that MTC shall prevail in such suit.
12. MTC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay MTC's legal expenses, administrative costs and fees pursuant to MTC's then current fee schedule for MTC to respond to any subpoena.
13. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
14. Client agrees to not solicit, entice, or offer employment of any nature to any MTC personnel.
15. This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.
16. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, MTC shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place MTC's files in order and/or protect its professional reputation.

Attachment C:
Key Personnel Resumes



MATERIALS TESTING CONSULTANTS

DANIEL NEVINS, PE – CMET PROJECT ENGINEER

7 years with Materials Testing Consultants

EDUCATION

Michigan Technological University, BS in Geological Engineering

CERTIFICATES/CONTINUING EDUCATION

Professional Engineer: Michigan License 6201312291

OSHA 10-Hour Construction Safety 6745_1694713

ACI Concrete Field Testing Technician - Grade I

HAZMAT Certification

MCA Concrete Field Testing Technician Level 1

Nuclear Gauge Safety Certification

MDOT Aggregate Sampling No. 103702

MDOT Density No. 12177

MDOT HMA QC/QA Technician No. 0766

MDOT Asphalt Paving Operations

MDOT Superpave HMA Mix Design

MDOT HMA Sampling for Local Projects

EXPERIENCE

Mr. Nevins has experience in testing construction materials such as shallow foundations, compaction verification and inspection of subbase, aggregate base, engineered fill and backfill; quality control inspection and compaction testing of bituminous pavements and coring of HMA and concrete, HMA quality assurance and laboratory testing, and traveling mix inspections. Mr. Nevins is responsible for Traveling Mix Inspector duties, laboratory oversight, and laboratory testing.

PROJECT PARTICIPATION

Project ID:	Grand Region MDOT Bituminous QC/QA & Traveling Mix Inspector
Years:	Current Contract 2021 to Present
Description:	Project includes performing laboratory testing, traveling mix inspector and other HMA quality assurance services on all projects in the MDOT Grand Region. Mr. Nevins' specific contribution to these projects included overseeing laboratory testing and troubleshooting issues, leading HMA preproduction meetings on behalf of MDOT Construction staff and providing other HMA related technical assistance.
Staff Role:	Traveling Mix Inspector
Consultant Role:	Prime
Service Cost:	Approximately \$333,000 to \$400,000 annually
Client:	MDOT-Grand Region
Client Contact:	Jim DeLaFuente, delafuentej@michigan.gov

Project ID:	I-196BL from US-31 east to 88th Avenue, JN 70023-210058
Years:	10/23 to 05/25
Description:	4.49 miles of hot mix asphalt pavement inlay, hot mix asphalt cold milling and resurfacing, full depth concrete joint repairs, aggregate base, signing, guardrail, signal work and pavement markings on I-196BL from US-31 east to 88th Avenue in the cities of Holland and Zeeland, Ottawa County. Mr. Nevins' specific contribution to this project included overseeing laboratory testing and troubleshooting issues, leading HMA preproduction meetings on behalf of MDOT



Staff Role: Construction staff and providing other HMA related technical assistance.
Traveling Mix Inspector
Consultant Role: Prime
Service Cost: \$91,000
Client: MDOT-Grand Region
Client Contact: Jim DeLaFuente, P.E., delafuentej@michigan.gov

Project ID: M-91 from Kendaville Road north to M-46, JN 59032-204218
Years: 12/23 to 08/24
Description: 4.52 miles of hot mix asphalt crushing, shaping, cold milling, and resurfacing, drainage improvements and pavement markings on M-91 from Kendaville Road north to M-46 in Montcalm County. Mr. Nevins' specific contribution to this project included overseeing laboratory testing and troubleshooting issues, leading HMA preproduction meetings on behalf of MDOT Construction staff and providing other HMA related technical assistance.
Staff Role: Traveling Mix Inspector
Consultant Role: Prime
Service Cost: \$52,000
Client: MDOT-Grand Region
Client Contact: Jim DeLaFuente, P.E., delafuentej@michigan.gov

Project ID: M-6 from CSX railroad to I-96, JN 41064-212945
Years: 01/24 to 06/25
Description: 2.34 mi of hot mix asphalt reconstruction, guardrail, signing and pavement markings and bridge rehabilitation of 6 bridges including epoxy overlay and approach work on M-6 from CSX railroad to I-96, Kent County. Mr. Nevins' specific contribution to this project included overseeing laboratory testing and troubleshooting issues, leading HMA preproduction meetings on behalf of MDOT Construction staff and providing other HMA related technical assistance.
Staff Role: Traveling Mix Inspector
Consultant Role: Prime
Service Cost: \$39,000
Client: MDOT-Grand Region
Client Contact: Jim DeLaFuente, P.E., delafuentej@michigan.gov



MATERIALS TESTING CONSULTANTS

KEITH VANSTRATE – LABORATORY MANAGER

9 years with Materials Testing Consultants, 9 years with other consultant/vendor

EDUCATION

Michigan State University, BS in Earth Science

CERTIFICATES/CONTINUING EDUCATION

ACI Concrete Strength Testing Technician

NICET Construction Materials Testing Asphalt Level III 126641

NICET Construction Materials Testing Concrete Level III 126641

NICET Construction Materials Testing Soils Level III 126641

MDOT Aggregate Technician Level 1 No. 103175

MDOT Aggregate Technician Level 2 No. 103175

MDOT HMA QC/QA No. 0637

EXPERIENCE

Responsibilities include training of laboratory personnel, supervision of laboratory equipment and procedures, project management, technical review of construction materials testing reports, preparation of engineering reports, client relations, and assistance in new business development. Materials tested in the laboratory include aggregate, asphalt, concrete, masonry and steel as well as evaluation of soils retrieved during geotechnical investigations. The laboratory manager is responsible for the oversight of testing and documentation of testing for CCRL, AASHTO, and MDOT soil, concrete, and asphalt reference samples.

PROJECT PARTICIPATION

Project ID:	2024 MDOT TMI/HMA I-196BL/US-31, JN 210058
Years:	10/2023 to 05/2025
Description:	HMA milling and resurfacing, full depth concrete joint repairs and aggregate base on I-196BL in the cities of Holland and Zeeland, Ottawa County
Staff Role:	Laboratory Manager
Consultant Role:	MTC provided asphalt mixture testing and Traveling Mix Inspector services for the MDOT Southwest Region.
Service Cost:	\$59,760
Client:	MDOT-Southwest Region
Client Contact:	Andy Stamm, stamma@michigan.gov , (269)-375-8673

Project ID:	2024 MDOT TMI/HMA M-91 Kendaville, JN 204218
Years:	12/2023 to 08/2024
Description:	4.52 miles of hot mix asphalt crushing, shaping, cold milling, and resurfacing, drainage improvements on M-91 from Kendaville Road north to M-46 in Montcalm County.
Staff Role:	Laboratory Manager
Consultant Role:	Laboratory management, training and supervision of technicians, review of reports and preparation of laboratory deliverables.
Service Cost:	\$15,880.47
Client:	MDOT-Grand Region
Client Contact:	Jim DeLaFuente, P.E., delafuentej@michigan.gov , (616)-451-3091



PROJECT PARTICIPATION

Project ID:	I-94 Michigan Paving, JN 127621
Years:	06/2023 to Present
Description:	12.72 miles of mainline and ramp alternate bid pavement reconstruction and hot mix asphalt overlay with alternate bid pavement reconstruction including drainage improvements, guardrail, signing, pavement marking, ITS, roundabout construction, lighting and bridge preventive maintenance on 10 structures on I-94 from the Jackson/Calhoun County Line easterly to M-60.
Staff Role:	Laboratory management and testing of HMA mixtures as part of special provision for Acceptance of HMA mixture on Local Agency Projects. Test parameters included binder content, crush content, and gradation.
Consultant Role:	MTC provided asphalt mixture testing for the MDOT Local Agency contract.
Service Cost:	\$22,200.05
Client:	MDOT-University Region
Client Contact:	Joe Cabla, cablaj@michigan.gov
Project ID:	Bretonfield Phase 6
Years:	2023-2024
Description:	Testing on this project included sampling and laboratory testing of aggregates, HMA, mainline truss pipe, lateral SDR pipe and concrete. Truss pipe and SDR pipe were sampled on site and tested by laboratory personnel for conformance to project documents. Concrete test cylinders molded on site were tested by certified laboratory for compressive strength.
Staff Role:	Laboratory management and testing of pipe, aggregates and concrete
Consultant Role:	Field and laboratory testing as directed by the client
Service Cost:	\$48,389
Client:	Spalding DeDecker
Client Contact:	John Fortunato, jfortunato@sda-eng.com, (616)610-9266
Project ID:	Lake Easbrook Blvd, JN 205519A
Years:	2022
Description:	This project consisted of reconstructing a three-lane roadway with modifications for pedestrian and motorist connectivity. Testing on this project included sampling and laboratory testing of aggregates and HMA materials. Concrete cylinders, aggregates and HMA materials were evaluated by certified laboratory personnel.
Staff Role:	Laboratory management, testing of aggregates and HMA mixtures as part of special provision for Acceptance of HMA mixture on Local Agency Projects. Test parameters included binder content, crush content, and gradation.
Consultant Role:	MTC provided asphalt mixture testing for the MDOT Local Agency contract.
Service Cost:	\$43,000
Client:	Spalding DeDecker
Client Contact:	Ariana Jeske, ajeske@sda-eng.com, (616)-893-6117



MATERIALS TESTING CONSULTANTS

CURTIS WEAVER – CMET Field Department Manager

20 years with Materials Testing Consultants, 3 years with other consultant/vendor

EDUCATION

Ferris State University, AS in Civil Engineering

CERTIFICATES/CONTINUING EDUCATION

HAZMAT Certification

MCA Concrete Field Testing Level I

Nuclear Gauge Safety Certification 23114

MDOT Aggregate Sampling 103208

MDOT Density 30835

Michigan Bituminous Paving Operator

ACEC Materials Acceptance Process Training

EXPERIENCE

Mr. Weaver has experience in the construction testing and inspection of roadways and structures on a wide variety of project conditions. Mr Weaver is experienced with in-place density testing of soils and HMA materials, sampling and testing of concrete during placement and the sampling of both aggregate and HMA materials. Maximum density determination methods used include MDOT one-point Michigan Cone, MDOT one-point T-99, and Michigan Modified T-180. Field testing of concrete includes slump, entrained air, temperature, calcium nitrite presence in plastic concrete, density and the molding of concrete cylinders and beams for compressive and flexural strength. Mr. Weaver is familiar with Field Book and preparation of IDR's. Inspection duties have included construction staking, grade checks, utility and structure placement, and precast bridge deck post tensioning operations.

PROJECT PARTICIPATION

Project ID:	I-94 Bridge Rehabilitation, JN 210073
Years:	04/2024 to Present
Description:	8.45 miles of hot mix asphalt roadway reconstruction, cold milling and resurfacing, reconstruction of 4 bridges, rehabilitation of 9 bridges and pavement markings on I-94 from Puetz Road to Britain Avenue, Berrien County
Staff Role:	Providing project testing on site
Consultant Role:	Field and Laboratory Testing
Service Cost:	\$2,313
Client:	MDOT-Southwest Region
Client Contact:	Christopher Diamond, diemondc@michigan.gov, 269-375-8673

Project ID:	Ellis Rd from Storey Rd to Lincoln St, JN 34000-215691
Years:	07/2024 to Present
Description:	0.78 miles of hot mix asphalt cold milling, hot mix asphalt resurfacing, guardrail and pavement markings on Ellis Road from Storey Road (M-91) easterly to Lincoln Street in City of Belding, Ionia County
Staff Role:	Providing project testing on site
Consultant Role:	Field and Laboratory Testing
Service Cost:	\$10,000
Client:	Fleis & VandenBrink
Client Contact:	Larry Hummel, P.E., lhummel@fveng.com, 616-977-1000

Project ID:	M-51 and US-12 Pull Testing, JN 202003
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Years:	08/2024
Description:	3.90 mile of rehabilitation and reconstruction including hot mix asphalt cold milling and resurfacing, hot mix asphalt inlay, hot mix asphalt reconstruction, concrete pavement repairs, sidewalk, bridge and embankment removal, traffic signals, permanent signing and pavement markings on M-51 from Chestnut Lane northerly to M-60BR and US-12 from west of 3 rd St easterly to east of M-51 in the city of Niles, Berrien County
Staff Role:	Providing materials testing on site
Consultant Role:	Field and Laboratory Testing
Service Cost:	\$1,000
Client:	MDOT-Southwest Region
Client Contact:	Christopher Diemond, diemondc@michigan.gov, 269-375-8673
Project ID:	Cedar Springs Main Street Resurfacing, JN 41000-205589
Years:	04/2023 to 08/2023
Description:	0.76 mile of hot mix asphalt cold milling and resurfacing, concrete pavement repair, curb ramps and pavement markings on Main St from Church St northerly to 18 Mile Rd in the city of Cedar Springs, A Local Agency Project
Staff Role:	Providing project testing on site
Consultant Role:	Field and Laboratory Testing
Service Cost:	\$22,940
Client:	Fishbeck
Client Contact:	Kara Stein, kstein@fishbeck.com, 616-942-9600
Project ID:	MDOT College Avenue, JN 41000-205518
Years:	04/2023 to 08/2023
Description:	0.50 mile of hot mix asphalt reconstruction, concrete curb, gutter, sidewalk and ramps, storm sewer, water main and pavement markings on College Avenue from Leonard Street northerly to Sweet Street in the city of Grand Rapids, Kent County.
Staff Role:	Providing project testing on site
Consultant Role:	Field and Laboratory Testing
Service Cost:	\$8,486
Client:	Moore & Bruggink Inc
Client Contact:	Alan Pennington, P.E., apennington@mbce.com, 616-363-9801

Attachment D:
Proposal & Award Page 3

PROPOSAL & AWARD

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

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

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

Firm Name Materials Testing Consultants, Inc.

Address 693 Plymouth Ave NE, Grand Rapids, MI 49505

Telephone No. 616.608.1547

E-Mail dnevins@mtc-test.com

Signature *Daniel Nevins* Title Project Engineer

Print Name Daniel Nevins, PE Date 3/12/26

Attachment E:
Bid Total Page 9

EVALUATION

All proposals received shall be subject to an evaluation by representatives of the City. The following factors will be considered in making the selection:

EXPERIENCE

Evaluation will include the firm's applicable experience and the assigned team's experience on similar projects within the last 5-years.

STAFFING

Evaluations will be assessed on the experience, qualifications and skills of personnel that will be available for the project work. Indicate which of the individual managers and technicians you consider key to the success of the project and include their resumes.

BID PROPOSAL UNIT COST PRICES

Cost will play a large part in choosing the firm the City of Muskegon selects to enter an agreement with for services. Provide a hourly rate sheet for services provided.

TENTATIVE SCHEDULE FOR AWARD

Issue RFP	February 20, 2026
Pre-Proposal Inquiry Due Date	March 4, 2026 (4:00 PM)
Pre-Proposal Inquiry Response Date:	March 9, 2026
Proposal Due Date	March 12, 2026 (2:00 PM)
Notice of Award (day after commission)	March 25, 2026
Notice to Proceed (after signed contracts back)	April 17, 2026

BID TOTAL

LUMP SUM BID TOTAL (not to exceed): \$ 30,000.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: Mobile Food Vending Ordinance Update
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office
Brief Summary: This action would update Article VIII. Mobile Food Vending Ordinance Section 50-304 Regulations by adding a subsection (p) creating an additional exception to the 1,000 ft exclusion zone for mobile food vending that events can enforce.	
Detailed Summary & Background: Per the direction of the City Commission at our December 2025 LPC meeting, the staff is presenting an ordinance update related to mobile food vending on private property within 1,000 feet of an approved event. Under our current ordinance, no mobile food vending may exist within 1,000 feet of an approved event unless the event has given permission or it's part of a brick and mortar's ongoing general operations. This update will create an additional exception and is outlined below. (p) Subsection (j) shall not apply to a mobile food vendor operating on private property when all of the following conditions are met: 1. The property shall not be used as a commercial kitchen permitted for the preparation of food, where such use constitutes more than fifty percent (50%) of the gross revenue generated on the property. 2. Any water supply or electrical service utilized by a mobile food vendor shall be provided only through utility connections that have been installed for use by a mobile food vendor and lawfully installed and maintained in compliance with all applicable building, plumbing, electrical, health, and safety codes. 3. The property owner or occupant in lawful possession of the property has allowed mobile food vendors to operate on the property for no fewer than ten (10) days during the thirty (30) day period immediately preceding the date the vendor operates on the property pursuant to this subsection; and 4. The vendor operates on the property with the express written permission of the property owner or occupant in lawful possession of the property. For your reference, the whole of Article VIII follows this memo and a redline version of Section 50-304 with the update follows the Article.	

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:

Yes		No		N/A	X	
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Fund(s) or Account(s):

n/a

Budget Amendment Needed:

Yes		No		N/A	X	
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Recommended Motion:

I move to update Article VIII, Mobile Food Vending Ordinance, Section 50-304 Regulations, by adding Subsection P as presented.

Approvals:

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

Name the Policy/Ordinance Followed:

(b) All such required reports shall be submitted electronically using the services of an electronic reporting service company selected by the city. All such filings shall comply with all requirements regarding the specific information to be supplied and time frame for doing so, as outlined within the applicable state statute. Each transaction report shall include a digital photograph of the article attached to the electronic transfer. (Ord. No. 2311, § 50-202, 5-14-2013)

Sec. 50-203. Penalty.

If a pawn broker, secondhand or junk dealer, or a precious metal/gem dealer does not comply with this article and/or any applicable state law, their license may be revoked for a period of up to one year. In addition, violation of this article shall result in the imposition of a civil fine, pursuant to section 46-204. (Ord. No. 2311, § 50-203, 5-14-2013)

Secs. 50-204—50-300. Reserved.

ARTICLE VIII. MOBILE FOOD VENDING ORDINANCE

Sec. 50-301. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Mobile food stand means a stand which may upon issuance of a license by the city clerk and conformance with the regulations established by this article may temporarily park and engage in the service, sale, or distribution of ready to eat food for individual portion service to the general public directly from the stand.

Mobile food trailer means a vehicle which may upon issuance of a license by the city clerk and conformance with the regulations established by this article may temporarily park and engage in the service, sale, or distribution of ready to eat food for individual portion service to the general public directly from the trailer.

Mobile food vehicle means a motorized vehicle which may upon issuance of a license by the city

clerk and conformance with the regulations established by this article may temporarily park and engage in the service, sale, or distribution of ready to eat food for individual portion service to the general public directly from the vehicle.

Mobile food vehicle vendor means the registered owner of a mobile food vehicle or the owner's agent or employee; and referred to in this article as "vendor". (Ord. No. 2321, § 50-301, 4-22-2014)

Sec. 50-302. Scope.

The provisions of this article apply to mobile food vehicles/trailers/stands engaged in the business of cooking, preparing and distributing food or beverage with or without charge upon or in public and private restricted spaces. This article does not apply to vehicles which dispense food and that move from place to place and are station in the same location for no more than 15 minutes at a time, such as ice cream trucks. (Ord. No. 2321, § 50-302, 4-22-2014)

Sec. 50-303. License required.

(a) It shall be unlawful for any person, including any religious, charitable or nonprofit organization, to operate within the city a mobile food vehicle/trailer/stand without having obtained from the city clerk a license for that purpose.

(b) A person desiring to operate a mobile food vehicle/trailer/stand shall make written application for such license to the city clerk. The application for a license shall be on forms provided by the city clerk.

(c) Proof of insurance in the amount of \$1,000,000.00 naming the city as additional insured must be provided.

(d) All vendors receiving a license under this article shall pay the monthly fee as set by the fee resolution.

(e) A license is valid for one vehicle/trailer/stand only and shall not be transferred between vehicles. (Ord. No. 2321, § 50-303, 4-22-2014)

Sec. 50-304. Regulations.

(a) No operator of a mobile food vehicle/trailer/stand shall park, stand or move a vehicle and conduct business within areas of the city where the license holder has not been authorized to operate. The city commission shall by resolution identify those streets and public areas where parking by mobile food vehicles/trailers/stands is permitted.

(b) The customer service area for mobile food vehicles/trailers/stands shall be on the side of the truck that faces a curb, lawn or sidewalk when parked on a street or right-of-way. No food service shall be provided on the driving lane side of the vehicle/trailer/stand when parked on a street or right-of-way. No food shall be prepared, sold, or displayed outside of mobile food vehicles/trailers/stands when located on a city street or right-of-way.

(c) No mobile food stand may be larger than ten feet by ten feet nor more than 75 square feet in size. A five foot clearance must be maintained on all sides of the stand within the maximum space allotted.

(d) Customers shall be provided with single service articles such as plastic utensils and paper plates and a waste container for their disposal. All mobile food vehicle vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles/trailers/stands shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed.

(e) No mobile food vehicle/trailer/stand shall make or cause to be made any unreasonable or excessive noise. The operation of all mobile food vehicles/trailers/stands shall meet the city noise ordinance, including generators. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.

(f) Signage is only allowed when placed on mobile food vehicles/trailers/stands. No separate freestanding signs are permitted on city streets, right-of-ways, or city-owned property.

(g) No flashing or blinking lights, or strobe lights are allowed on mobile food vehicles/trailers/stands or related signage when the vehicle/trailer/stand is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque, hood shields to direct the illumination downward.

(h) Mobile food vehicles/trailers/stands when parked on public streets shall be parked in conformance with all applicable parking restrictions, and shall not hinder the lawful parking or operation of other vehicles.

(i) A mobile food vehicle/trailer/stand shall not be parked on the street between the hours of 3:00 a.m. and 6:00 a.m. or left unattended and unsecured at any time. Any mobile food vehicle/trailer/stand found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.

(j) A vendor shall not operate within 1,000 feet of any city approved special event or leased park, unless the vendor has obtained permission from the event sponsor and or lessee. This license also does not allow for the sale of goods or services at any city-owned park/facility or farmer's market without a permit from the city.

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

(l) A vendor shall not operate on private property without first obtaining written consent to operate from the affected private property owner. A private property owner shall not permit parking by a mobile food vehicle/trailer/stand until a license has been obtained to allow for such use.

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

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

(o) Mobile food vehicles/trailers/stands shall not be parked within 150 feet of an existing brick and mortar restaurant during the hours when such restaurant is open to the public for business, or closer than 50 feet from another approved mobile food vehicle/trailer/stand unless the vendor has obtained permission from the restaurant. (Ord. No. 2321, § 50-304, 4-22-2014)

Sec. 50-304. Regulations.

- (a) No operator of a mobile food vehicle/trailer/ stand shall park, stand or move a vehicle and conduct business within areas of the city where the license holder has not been authorized to operate. The city commission shall by resolution identify those streets and public areas where parking by mobile food vehicles/trailers/stands is permitted.
- (b) The customer service area for mobile food vehicles/trailers/stands shall be on the side of the truck that faces a curb, lawn or sidewalk when parked on a street or right-of-way. No food service shall be provided on the driving lane side of the vehicle/trailer/stand when parked on a street or right-of-way. No food shall be prepared, sold, or displayed outside of mobile food vehicles/trailers/ stands when located on a city street or right-of-way.
- (c) No mobile food stand may be larger than ten feet by ten feet nor more than 75 square feet in size. A five foot clearance must be maintained on all sides of the stand within the maximum space allotted.
- (d) Customers shall be provided with single service articles such as plastic utensils and paper plates and a waste container for their disposal. All mobile food vehicle vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles/trailers/stands shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed.
- (e) No mobile food vehicle/trailer/stand shall make or cause to be made any unreasonable or excessive noise. The operation of all mobile food vehicles/trailers/stands shall meet the city noise ordinance, including generators. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.
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- (j) A vendor shall not operate within 1,000 feet of any city-approved special event or leased park, unless the vendor has obtained permission from the event sponsor and or lessee. This license also does not allow for the sale of goods or services at any city-owned park/facility or farmer's market without a permit from the city.
- (k) The issuance of a mobile food vehicle/trailer/ stand license does not grant or entitle the vendor to the exclusive use of any service route or parking space to the license holder.
- (1) A vendor shall not operate on private property without first obtaining written consent to operate from the affected private property owner. A private property owner shall not permit parking by a mobile food vehicle/trailer/stand until a license has been obtained to allow for such use.
- (m) No mobile food vehicle/trailer/stand shall use external signage, bollards, seating or other equipment not contained within the vehicle when parked on city streets or right-of-ways. When extended, awnings for mobile food vehicles/trailer/ stand shall have a minimum clearance of seven feet between the ground level and the lowest point of the awning or support structure.

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(0) Mobile food vehicles/trailers/stands shall not be parked within 150 feet of an existing brick and mortar restaurant during the hours when such restaurant is open to the public for business, or closer than 50 feet from another approved mobile food vehicle/trailer/stand unless the vendor has obtained permission from the restaurant. (Ord. No. 2321, § 50-304, 4-22-2014)

(p) Subsection (j) shall not apply to a mobile food vendor operating on private property when all of the following conditions are met:

1. The property shall not be used as a commercial kitchen permitted for the preparation of food, where such use constitutes more than fifty percent (50%) of the gross revenue generated on the property.
2. Any water supply or electrical service utilized by a mobile food vendor shall be provided only through utility connections that have been installed for use by a

mobile food vendor and lawfully installed and maintained in compliance with all applicable building, plumbing, electrical, health, and safety codes.

3. The property owner or occupant in lawful possession of the property has allowed mobile food vendors to operate on the property for no fewer than ten (10) days during the thirty (30) day period immediately preceding the date the vendor operates on the property pursuant to this subsection; and
4. The vendor operates on the property with the express written permission of the property owner or occupant in lawful possession of the property.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: Street Sweeping Contract
Submitted by: Joe Buthker, DPW Superintendent	Department: Public Works

Brief Summary:
Staff seeks authorization to enter into a three-year agreement with Tri-Us Services, Inc. to provide street sweeping services in the amount of \$450,645 per year for 2026, 2027, and 2028.

Detailed Summary & Background:
Street sweeping is funded through the City's sanitation budget. Street sweeping is a critical component of street maintenance, drainage best practices, and environmental protection. By collecting and properly disposing of sediment, leaves, chemicals and other debris that collect on our roadways, the City prevents those items from entering the storm sewer system. This reduces drainage problems, helps limit clogs, and prevents the items from ending up polluting our water ways. Sanitation revenues are derived from several sources, including property taxes, the sanitation fee on our utility bills, and various service fees. The portion of the contract expenses related to state trunkline sweeping on Apple Avenue and Seaway Drive are reimbursed by MDOT.

The City's previous contract expired after last season. On February 16, 2026, staff issued an invitation for bids for street sweeping services for 2026, 2027, and 2028. Two sealed bids were received, and the costs are summarized in the attached bid tabulation. Bids were submitted by Tri-Us Services, Inc. and SCA of MI, the same two companies that submitted bids for the 2023-2025 contract.

Tri-Us Services, Inc. has been contracted by the City for over two decades to perform street sweeping services. During that time, the company has consistently performed high-quality work, met required deadlines, and maintained strong communication with City staff. Their familiarity with the City's streets and operational needs has allowed them to efficiently complete sweeping operations while working closely with City staff to address potential issues and accommodate special sweeping requests.

SCA of MI submitted the lowest bid. Of note, the company's 2026 bid is \$173,120.44 per year lower than the company's own 2023 bid. Due to this drastic reduction in their bid amid fuel price increases, labor cost increases, and other cost indicators, staff contacted two large, adjacent local government agencies with prior experience working with SCA of MI as references. Based on those discussions, along with the long-standing and reliable performance of Tri-Us Services, Inc. in providing street sweeping services to the City, staff recommends awarding the contract to Tri-Us Services, Inc. for the 2026-2028 contract period. Notably, both of the references we contacted have since returned to Tri-US for their street sweeping services.

The increased cost of the contract will be incorporated into the sanitation budget for the upcoming fiscal year. It is estimated that an additional \$78,000 will be required this fiscal year, and the sanitation budget will be adjusted accordingly. During upcoming FY26-27 budget discussions, DPW and

Finance staff will work together to determine if a sanitation fee increase will be necessary and bring a recommendation to the Commission later this spring if so.

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:

\$450,645 per year

Budgeted Item:

Yes	X	No		N/A		
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Fund(s) or Account(s):

Sanitation (101-521)

Budget Amendment Needed:

Yes	X	No		N/A		
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Recommended Motion:

Move to authorize staff to enter into a three-year agreement with Tri-Us Services, Inc. to provide street sweeping services in the amount of \$450,645 per year for 2026, 2027, and 2028.

Approvals:

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

Name the Policy/Ordinance Followed:

Purchasing Policy

Bid Tabulation
Street Sweeping Contract (2026, 2027, and 2028)
March 5, 2026

	SCA OF MI, LLC 4141 Rockside Rd, #100 Seven Hills, OH 44131					TRI-US SERVICES, INC. PO Box 123 Kent City, MI 49330				
Description	1st Sweep	2nd Sweep	3rd Sweep	4th Sweep	Total	1st Sweep	2nd Sweep	3rd Sweep	4th Sweep	Total
Regular Sweeps	\$141,805	\$46,670	\$46,670	\$46,670	\$281,815	\$182,225	\$95,645	\$76,220	\$72,705	\$426,795
Trunkline Sweeps	\$9,600	\$2,600	\$2,600	\$2,600	\$17,400	\$11,925	\$4,275	\$4,050	\$3,600	\$23,850
Annual Total Bid					\$299,215					\$450,645
Special Events	\$225 per hour					\$250 per hour				



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: Invoice for Maintenance of Voting Equipment - REMOVE PER STAFF REQUEST															
Submitted by: Ann Meisch, City Clerk	Department: City Clerk															
Brief Summary: An invoice (attached) for maintenance of our current voting equipment has been received for \$37,876 effective June 1, 2026 through May 31, 2027.																
Detailed Summary & Background: It was originally believed that new election equipment would be received this fiscal year and maintenance was not budgeted. Normally, a certain number of years of maintenance is included with new equipment. The State had a delay and a Request For Proposals was requested in early 2026. It is anticipated that we will have new Election equipment in early 2027.																
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: \$37,876	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%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;">☒</td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>	Yes		No	☒	N/A										
Yes		No	☒	N/A												
Fund(s) or Account(s): 101-215-729.	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%;">☒</td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>	Yes	☒	No		N/A										
Yes	☒	No		N/A												
Recommended Motion: To approve a request to pay the invoice of \$37,876 for maintenance of the Election equipment.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">☒</td> <td style="width: 30%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td style="text-align: center;">☒</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			Name the Policy/Ordinance Followed:
Immediate Division Head	☒															
Information Technology																
Other Division Heads	☒															
Communication																
Legal Review																



Phone: (800) 223-4278
AccountsReceivable@hartic.com

INVOICE

DATE: 3/3/2026
INVOICE #: INV005737

BILL TO

City of Muskegon, MI
933 Terrace St
Muskegon MI 49440-1348
United States

SHIP TO

City of Muskegon, MI
933 Terrace St
Muskegon MI 49440-1348
United States

Memo	PO #	SHIPPING METHOD	DUE DATE	TERMS
Invoice is due on or before beginning term date.		FedEx Ground	6/1/2026	Special

ITEM	DESCRIPTION	Start Date	End Date	QTY	RATE	AMOUNT
License and Support	License and Support	06/01/2026	05/31/2027	1	\$0.0000	\$4,663.09
Extended Hardware Warranty	Extended Hardware Warranty	06/01/2026	05/31/2027	1	\$0.0000	\$6,744.44
Preventative Maintenance	Preventative Maintenance			1	\$0.0000	\$740.47
License and Support	License and Support	06/01/2026	05/31/2027	1	\$0.0000	\$311.24
Extended Hardware Warranty	Extended Hardware Warranty	06/01/2026	05/31/2027	1	\$0.0000	\$224.28
Preventative Maintenance	Preventative Maintenance			1	\$0.0000	\$28.48
License and Support	License and Support	06/01/2026	05/31/2027	1	\$0.0000	\$311.24
Extended Hardware Warranty	Extended Hardware Warranty	06/01/2026	05/31/2027	1	\$0.0000	\$224.28

Check Remit Address:
Hart InterCivic, Inc.
PO Box 674836
Dallas, TX 75267-4836
accountsreceivable@hartic.com

ACH should be sent to:
Hart InterCivic, Inc.
Texas Capital Bank
ABA: 111017979
Account: 2400000506

Federal Tax ID#: 95-3248916



INVOICE

Phone: (800) 223-4278
AccountsReceivable@hartic.com

DATE: 3/3/2026
INVOICE #: INV005737

ITEM	DESCRIPTION	Start Date	End Date	QTY	RATE	AMOUNT
Preventative Maintenance	Preventative Maintenance			1	\$0.0000	\$28.48
License and Support	License and Support	06/01/2026	05/31/2027	1	\$0.0000	\$16,490.00
License and Support	License and Support	06/01/2026	05/31/2027	1	\$0.0000	\$8,110.00

SUBTOTAL	\$37,876.00
SPECIAL DISCOUNT	
SHIPPING & HANDLING	\$0.00
TAX TOTAL	\$0.00
TOTAL	\$37,876.00
AMOUNT PAID	\$0.00
AMOUNT DUE	\$37,876.00

Check Remit Address:
Hart InterCivic, Inc.
PO Box 674836
Dallas, TX 75267-4836
accountsreceivable@hartic.com

ACH should be sent to:
Hart InterCivic, Inc.
Texas Capital Bank
ABA: 111017979
Account: 2400000506

Federal Tax ID#: 95-3248916



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: Resolution for Charitable Gaming License - Watch Us Go Boating - Muskegon															
Submitted by: Ann Meisch, City Clerk	Department: City Clerk															
Brief Summary: Watch Us Go Boating - Muskegon is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a gaming license. They have been recognized as a 501(c)(3) organization by the State.																
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;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 5%;"></td> <td style="width: 25%;">No</td> <td style="width: 5%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 5%;"></td> <td style="width: 10%;">X</td> <td style="width: 5%;"></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: 5%;"></td> <td style="width: 25%;">No</td> <td style="width: 5%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 5%;"></td> <td style="width: 10%;">X</td> <td style="width: 5%;"></td> </tr> </table>	Yes		No		N/A		X								
Yes		No		N/A		X										
Recommended Motion: Approval of the resolution for a Charitable Gaming License.																
Approvals: <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			<u>Name the Policy/Ordinance Followed:</u>
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

WATCH US GO BOATING – MUSKEGON

430 White Ave

Muskegon, MI 49442

231-220-5039

donate@watchusgoboatingmuskegon.com

Date: 3/4/24

City of Muskegon

Office of the City Clerk

933 Terrace Street

Muskegon, MI 49440

RE: Request for Local Governing Body Resolution – Charitable Gaming

Dear City Clerk,

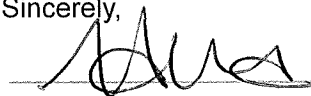
Watch Us Go Boating – Muskegon respectfully requests consideration by the City of Muskegon for a resolution recognizing our organization as a nonprofit operating within the community for the purpose of obtaining charitable gaming licenses through the Michigan Gaming Control Board.

Watch Us Go Boating – Muskegon is a nonprofit organization dedicated to providing Muskegon youth with safe access to outdoor recreation, kayaking education, environmental stewardship opportunities, and mentorship through structured community programming. Our mission focuses on strengthening youth engagement, promoting water safety, and encouraging environmental responsibility throughout the Muskegon community.

The Michigan Gaming Control Board requires a resolution from the local governing body recognizing nonprofit organizations that wish to apply for charitable gaming licenses. Approval of this resolution will allow our organization to host regulated fundraising events to support youth programming, equipment, and community initiatives.

We appreciate your time and consideration and would be happy to provide any additional documentation or attend a meeting if needed.

Sincerely,



Jennifer Evans

Director of Finance

Watch Us Go Boating – Muskegon



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

WATCH US GO BOATING - MUSKEGON
430 WHITE AVE
MUSKEGON, MI 49442

Date:
02/20/2026
Employer ID number:
33-4025335
Person to contact:
Name: Mr. Rice
ID number: 5508830
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
April 3, 2025
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053435003806

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P



State of Michigan
Michigan Gaming Control Board
Millionaire Party Licensing
3062 W. Grand Blvd, Suite L-700
Detroit, MI 48202-6062
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103a(i)(ii))

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

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

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

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

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be
considered for _____
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

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

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

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: _____
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE

PHONE NUMBER



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: Resolution for Charitable Gaming License - Route 31 Foundation																				
Submitted by: Ann Meisch, City Clerk	Department: City Clerk																				
Brief Summary: Route 31 Foundation is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a gaming license. They have been recognized as a 501(c)(3) organization by the State.																					
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"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>				Yes		No		N/A	X									
Yes		No		N/A	X																
Fund(s) or Account(s):			Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>				Yes		No		N/A	X									
Yes		No		N/A	X																
Recommended Motion: Approval of the resolution for a Charitable Gaming License.																					
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>			Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			<u>Name the Policy/Ordinance Followed:</u>			
Immediate Division Head																					
Information Technology																					
Other Division Heads																					
Communication																					
Legal Review																					



715 Terrace St, Ste 101
Muskegon, MI 49440
231.726.4871
www.route31foundation.com

March 10, 2026

Muskegon City Clerk's Office
Attention: City Clerk Ann Meisch
933 Terrace St.
Muskegon, MI 49440

Dear City Clerk of Muskegon,

Route 31 Foundation was established in 2025 and beginning fundraising and community outreach efforts in 2026. The Foundation is guided by three core values: Economic Education, Community Involvement, and Support & Empowerment. Our board and volunteers are committed to enriching the financial well-being of the communities we serve, including Muskegon County.

To make fundraising engaging and accessible, the Foundation is applying to the Michigan Charitable Gaming Division for raffle licenses to conduct both small and large raffles. Our first raffle will take place during our Family Fun Day, an event open to the entire community, not just credit union members where activities and refreshments are provided at no cost. This will be a large raffle featuring several 50/50 drawings throughout the event. A second raffle, classified as a small raffle, will be held in June and will also include a 50/50 drawings weekly.

Before the Route 31 Foundation can apply for the required raffle licenses, a qualification application must be submitted. This application must include a resolution from the local governing body authorizing charitable gaming licenses. I am submitting this letter, along with the Foundation's 501(c)(3) documentation and a \$100 check, for inclusion on the agenda for the March 24th meeting to complete the resolution.

Thank you for adding the Route 31 Foundation to your agenda.

Sincerely,

Melissa Adams
Secretary



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

ROUTE 31 FOUNDATION
C/O JOHN RUPERT
715 TERRACE STREET SUITE 101
MUSKEGON, MI 49440

Date:
08/27/2025
Employer ID number:
39-3615656
Person to contact:
Name: Dustee Fritz
ID number: 2082051
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
August 06, 2025
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053623004025

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



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

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103a(i)(ii))

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

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

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

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

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

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

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

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

meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R4/24)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: Muskegon Farmers Market Vendor Rates															
Submitted by: Ann Meisch, City Clerk	Department: City Clerk															
Brief Summary: To approve the proposed rates for vendors at the Farmers Market in 2026.																
Detailed Summary & Background: It is recommended that the city increase rates for seasonal vendors by approximately 3% in 2026. The remaining rates will remain the same. Staff reviewed rates of other farmers market and we are comparable. The Muskegon Farmers Market Advisory Board also reviewed the proposed increase.																
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:	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%;"></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;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%;"></td> </tr> </table>	Yes	No	N/A												
Yes	No	N/A														
Recommended Motion: To approve the rate increases for the Farmers Market as proposed.																
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>
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review																



2026 Summer Rates (May 2 - November 28) (Closed Thanksgiving 11/26) Starting Date: Saturday May 2

per stall/per day

Corner	7 - Months	\$800.00	\$8.79	Plus \$28.00 Advertising Fee	\$828.00
Regular	7 - Months	\$750.00	\$8.24	Plus \$28.00 Advertising Fee	\$778.00
No Parking	7 - Months	\$620.00	\$6.81	Plus \$28.00 Advertising Fee	\$648.00
Tuesday	May - June	\$25.00		Winter Mkt Nov/Inside/Door	TBD
Tuesday	July - Sept	\$35.00		Winter Mkt Nov/Inside/Table	TBD
Tuesday	Oct - Nov	\$25.00			
Thursday	May - Nov	\$20.00		Winter Mkt (Dec-Apr)/Door/Daily	TBD
				Winter Mkt (Dec-Apr)/Table/Daily	TBD
Saturday	May - Nov	\$50.00		Winter Mkt (Dec-Apr) Outside	TBD



2025 Summer Rates (May 3 - November 29) (Closed Thanksgiving 11/27) Starting Date: Thursday May 1

per stall/per day

Tier 1 - Corner	7 - Months	\$775.00	\$8.61	Plus \$28.00 Advertising Fee	\$803.00
Tier 1 - Regular	7 - Months	\$725.00	\$8.05	Plus \$28.00 Advertising Fee	\$753.00
Tier 2 - Regular	7 - Months/NO PARK	\$600.00	\$6.67	Plus \$28.00 Advertising Fee	\$628.00
Tuesday	May - June	\$25.00		Winter Mkt Nov/Inside/Door	TBD
Tuesday	July - Sept	\$35.00		Winter Mkt Nov/Inside/Table	TBD
Tuesday	Oct - Nov	\$25.00			
Thursday	May - Nov	\$20.00		Winter Mkt (Dec-Apr)/Door/Daily	TBD
				Winter Mkt (Dec-Apr)/Table/Daily	TBD
Saturday	May - Nov	\$50.00		Winter Mkt (Dec-Apr) Outside	TBD



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 24, 2026	Title: MDNR Natural Resources Trust Fund grant application Resolution							
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office							
Brief Summary: The city is seeking to exercise the purchase option in the Sappi site PUD to acquire (10) lakefront parcels at 2400 and 2850 Lakeshore Drive. The parcels would be acquired through application to the MDNR Natural Resources Trust Fund grant program. The property would be used as a new public parklet with increased Muskegon Lake waterfront access at the end of the Lincoln Street extension into the development.								
Detailed Summary & Background: The city is seeking to exercise the purchase option in the Sappi site PUD to acquire (10) lakefront parcels at 2400 and 2850 Lakeshore Drive. The parcels would be acquired through application to the MDNR Natural Resources Trust Fund grant program. The MDNR requires a resolution of support from the local unit of government to be included as part of the application. Acquisition of the lakefront parcels will secure public ownership and permanent public access to Muskegon Lake and support long-term redevelopment consistent with adopted City plans. The total estimated MNRTF-eligible project cost is \$1,580,500, and the City intends to request \$1,106,300 in MNRTF assistance with a local match in the amount of \$474,200 from City funds, representing approximately 30% of the total project cost.								
<u>Goal/Action Item:</u> 2027 Goal 1: Destination Community & Quality of Life - Improved access to waterways								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: \$474,200	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">No</td> <td style="width: 15%; text-align: center;">X</td> <td style="width: 15%; text-align: center;">N/A</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Yes</td> <td style="width: 15%; text-align: center;">X</td> <td style="width: 15%; text-align: center;">No</td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">N/A</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Recommended Motion: To approve the Resolution of support as presented and authorize the Mayor and Clerk to sign.								
Approvals:	Name the Policy/Ordinance Followed: Part 19 of P.A. 451 of 1994, as amended.							

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

Current Opportunity

Sappi Property

City has first right to purchase 10 lots as shown

- Expands a new waterfront park
- Adds 240 ft of frontage and 0.83 acres of land
- Deeded City property
- No amenities planned
- Total Cost: \$1,580,500*
 - Grant: \$1,106,300
 - City Match: \$474,200

*Based on estimated market value plus expenses



City of Muskegon

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SUBMISSION OF A MICHIGAN NATURAL RESOURCES TRUST FUND
(MNRTF) GRANT APPLICATION FOR LAND ACQUISITION AT THE FORMER SAPPI SITE

WHEREAS, the City of Muskegon desires to acquire 10 parcels located at the former Sappi paper mill site along Lake Muskegon, commonly referred to as the Sappi Site or Sappi/Windward Pointe parcels, for public outdoor recreation purposes; and

WHEREAS, the proposed acquisition will secure public ownership and permanent public access to lakefront property and support long-term redevelopment consistent with adopted City plans; and

WHEREAS, the proposed acquisition is consistent with the goals and objectives of the City of Muskegon's adopted 2022 Community Parks and Recreation Plan; and

WHEREAS, property acquired with MNRTF assistance shall be dedicated to public outdoor recreation use in perpetuity in accordance with Part 19 of Public Act 451 of 1994, as amended; and

WHEREAS, the total estimated MNRTF-eligible project cost is \$1,580,500, and the City of Muskegon intends to request \$1,106,300 in MNRTF assistance with a local match in the amount of \$474,200 from City funds, representing approximately 30% of the total project cost; and

WHEREAS, a public hearing was held on March 24, 2026, at a regular City Commission meeting, providing an opportunity for public input regarding the proposed MNRTF application;

NOW, THEREFORE, BE IT RESOLVED that the Muskegon City Commission hereby authorizes submission of a Michigan Natural Resources Trust Fund application in the amount of \$1,106,300 for acquisition of the Sappi Site parcels.

BE IT FURTHER RESOLVED that the City of Muskegon commits to providing the required local match of \$474,200 and authorizes the City Manager to execute all documents necessary to submit the application and, if awarded, to accept and administer the grant in accordance with MNRTF program requirements.

AYES:

NAYES:

ABSENT:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Muskegon City Commission at a regular meeting held on March 24, 2026, at which a quorum was present.

Dated: _____

City Clerk

Mayor

City of Muskegon