

CITY OF MUSKEGON

CITY COMMISSION MEETING

August 25, 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. PA 198 Industrial Facilities Exemption — American Fabricated Products, INC. — 331 W. Laketon Ave. Economic Development
- ☐ FEDERAL/STATE/COUNTY OFFICIALS UPDATE:
- ☐ PUBLIC COMMENT ON AGENDA ITEMS:
- ☐ CONSENT AGENDA:
 - A. Approval of Minutes City Clerk
 - B. Imprivata Purchase Public Safety
 - C. Sale of 213 Amity, 874 Scott, 881 Scott, 641 Glen, 216 Yuba, 252 Yuba, and 509 McLaren to CSM Properties of West MI. Planning
 - D. Third Street Wharf Consulting Services Public Works
 - E. OpenGov EAM Software Renewal Public Works
 - F. Amendment to the Planned Unit Development at Harbour Towne Condominium Association Planning
 - G. Fuel Services Contract Public Works
 - H. Architectural Firm Selection: Infill Housing Phase 4 Economic Development

I. Access Agreement for Pinnacle Construction at Froebel School
Economic Development

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Rescheduled Legislative Policy Committee Meeting Manager's Office

☐ **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: August 25, 2026	Title: PA 198 Industrial Facilities Exemption — American Fabricated Products, INC. — 331 W. Laketon Ave.
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: At the request of the Michigan Department of Treasury, the City of Muskegon is seeking re-approval of the Industrial Facilities Exemption (IFT) certificate for 331 W. Laketon Ave.	
Detailed Summary & Background: American Fabricated Products, INC. (American Fab) original Industrial Facilities Exemption (IFT) was approved on June 9, 2026 for a 9-year abatement for the proposed investment. After the application and supporting documents were submitted to the Michigan Department of Treasury, the City was notified that a Plant Rehabilitation District needed to be established instead of an Industrial Development District (IDD). American Fab is relocating its operations from Spring Lake to the City of Muskegon. Approximately 40% of the company's current workforce resides within the City of Muskegon, and the company anticipates creating 22 additional jobs as part of this expansion. American Fab is a West Michigan manufacturer specializing in advanced metal fabrication, precision machining, laser cutting, CNC machining, welding, robotic welding, metal forming, assembly, and prototype-to-production manufacturing services. The company serves a diverse customer base, including the defense, automotive, furniture, industrial, logistics and warehousing, agricultural, medical, and food service sectors, and supports both OEMs and their suppliers. American Fab is also a supplier to prime and sub-prime defense contractors and manufactures components for military defense vehicles. Following its review, the City's Internal Tax Committee recommends approval of a 9-year abatement term for the proposed investment.	
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Reduction of blighted commercial properties	
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission: The district needed to be corrected.	

Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">No</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">N/A</td> <td style="width: 16.6%;">X</td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">No</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">N/A</td> <td style="width: 16.6%;">X</td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Recommended Motion: I move to close the public hearing and approve the issuance of an Industrial Facilities Exemption certificate for a period of nine (9) years for the property located at 331 W. Laketon Ave. and to authorize the Mayor and City Clerk to sign the application and resolution.																
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> Public Act 198 of 1974, as amended
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review																

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit 5/26/26
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

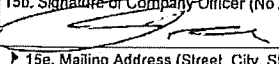
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) American Fabricated Products, Inc.		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 332710													
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 331 W Laketon Ave Muskegon, MI 49441		1d. City/Township/Village (Indicate which) City of Muskegon	1e. County Muskegon												
2. Type of Approval Requested ☐ New (Sec. 2(5)) ☐ Speculative Building (Sec. 3(8)) ☐ Research and Development (Sec. 2(10)) ☐ Transfer ☒ Rehabilitation (Sec. 3(6)) ☐ Increase/Amendment		3a. School District where facility is located Muskegon Public Schools 3b. School Code 61010													
4. Amount of years requested for exemption (1-12 Years) 12 Years After Completion															
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. American Fabricated Products is moving their operations from Spring Lake to the City of Muskegon. They are reconstructing a current facility to include general office remodel, new mechanical, plumbing and electrical. Job creation will occur incrementally and is directly tied to capital investment, equipment installation, and increased manufacturing throughput. Positions will include production operators, skilled trades, quality and technical roles, engineering support.															
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		665,996 Real Property Costs													
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total		0 Personal Property Costs													
6c. Total Project Costs * Round Costs to Nearest Dollar		665,996 Total of Real & Personal Costs													
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC. <table border="1"><thead><tr><th></th><th>Begin Date (M/D/Y)</th><th>End Date (M/D/Y)</th><th></th></tr></thead><tbody><tr><td>Real Property Improvements</td><td>04/15/2026</td><td>04/14/2028</td><td>☐ Owned ☒ Leased</td></tr><tr><td>Personal Property Improvements</td><td></td><td></td><td>☐ Owned ☐ Leased</td></tr></tbody></table>					Begin Date (M/D/Y)	End Date (M/D/Y)		Real Property Improvements	04/15/2026	04/14/2028	☐ Owned ☒ Leased	Personal Property Improvements			☐ Owned ☐ Leased
	Begin Date (M/D/Y)	End Date (M/D/Y)													
Real Property Improvements	04/15/2026	04/14/2028	☐ Owned ☒ Leased												
Personal Property Improvements			☐ Owned ☐ Leased												
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No															
9. No. of existing jobs at this facility that will be retained as a result of this project. 30		10. No. of new jobs at this facility expected to create within 2 years of completion. 22													
11. Rehabilitation applications only; Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation. <table border="1"><tbody><tr><td>a. TV of Real Property (excluding land)</td><td>345,531</td></tr><tr><td>b. TV of Personal Property (excluding inventory)</td><td>0</td></tr><tr><td>c. Total TV</td><td>345,531</td></tr></tbody></table>				a. TV of Real Property (excluding land)	345,531	b. TV of Personal Property (excluding inventory)	0	c. Total TV	345,531						
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b. TV of Personal Property (excluding inventory)	0														
c. Total TV	345,531														
12a. Check the type of District the facility is located in: ☐ Industrial Development District ☒ Plant Rehabilitation District															
12b. Date district was established by local government unit (contact local unit) 8/11/2024		12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No													

APPLICANT CERTIFICATION - complete all boxes.

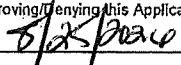
The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Emily Morgenstern	13b. Telephone Number (231) 724-3181	13c. Fax Number	13d. E-mail Address emily@developmuskegon.
14a. Name of Contact Person Russell Golemba	14b. Telephone Number (616) 607-8785	14c. Fax Number	14d. E-mail Address rsgolemba@american-fab.
15a. Name of Company Officer (No Authorized Agents) Russell Golemba, Vice President			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date 5/20/22
15e. Mailing Address (Street, City, State, ZIP Code) 16910 148th Ave Spring Lake, MI 49456		15f. Telephone Number (616) 607-8785	15g. E-mail Address sgolemba@american-fab.

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16a. Action taken by local government unit ☒ Abatement Approved for <u>9</u> Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.		
16c. School Code 61010		
17. Name of Local Government Body City of Muskegon		18. Date of Resolution Approving/Denying this Application 

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk Ann Marie Meisch	19c. E-mail Address ann.meisch@shorelinecity.com
19d. Clerk's Mailing Address (Street, City, State, ZIP Code) 933 Terrace St. Muskegon, MI 49440		
19e. Telephone Number 231-724-6705	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
1. LUCI Code	2. Begin Date Real	3. Begin Date Personal	4. End Date Real	5. End Date Personal

Affidavit of Functional Obsolescence

Project

American Fabricated Products
331 W Laketon Ave
Muskegon, MI 49441

Inspection

The subject property was inspected on Wednesday June 3, 2026, by Donna Vandervries, Wesley Dault and Justin George from the Muskegon County Equalization Department with Russ Golemba of American Fabricated Products.

The existing building consists primarily of concrete block construction and is located on an approximate 2.92 acre site at 331 W. Laketon Avenue, near the corner of W. Laketon Avenue and Business US 31, within the City of Muskegon, Muskegon County, Michigan. The building has been constructed in numerous phases, primarily between 1942 and 1963, and was originally constructed for a piston ring manufacturing use. Since its original construction, the building has been owned by various business entities including Michigan Piston Ring Company, IntraCity Dispatch, Federal Mogul Corp, SRS Fiberglass Products and Michigrown Cannabis.

The structure's façade consists of multiple coverings from steel to brick and block construction with minimal windows and a flat roof. Existing windows appear to be original to the structure and would necessitate replacement, along with exterior block replacement and repairs. Prior to the commencement of the current and proposed renovations, total HVAC replacement, electrical replacement, floor repairs, fire suppression expansion and repairs, lighting fixture replacement and total new office build-outs were required to allow the existing building to be considered to be in a usable condition. Additionally, the subject site reportedly suffered from subsoil environmental issues and no vapor barrier had ever been installed. Subsoil remediation and the installation of a new vapor barrier system is therefore also required to allow for occupancy of the subject building.

In addition to the above-described issues, the ceiling heights are considered low and inconsistent with current manufacturing market standards. This functional limitation will likely cause a need to remove existing floor sections to create recessed machinery pits to allow for installation of contemporary manufacturing equipment.

All of these conditions would need to be addressed in order to make the building viable for any proposed new use.

Certification of Functional Obsolescence

It is this assessor's expert opinion that this property is functionally obsolete and unable to adequately perform the function for which it is intended due to a substantial loss in value resulting from the following conditions: 1.) unserviceable electrical wiring and HVAC Systems requiring all new systems, 2.) the necessity to address subsoil contaminants and lacking a vapor barrier and 3) repairs to flooring and shipping/delivery ramps.

This opinion is made from consideration of the information contained in this report.

Disclaimer

This opinion is based upon the individual research and professional training and experience of the signer. It does not necessarily reflect the official opinion of the local assessor's office as used in the determination of value for the current and/or any future assessment roll.



Donna B. Vandervries, MMAO (4)
Director, Muskegon County Equalization Department

6/05/2026
Date

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING APPLICATION FOR ISSUANCE OF INDUSTRIAL
FACILITIES EXEMPTION CERTIFICATE *American Fabricated Products, Inc.***

WHEREAS, on or about May 20, 2026, American Fabricated Products petitioned the City of Muskegon for an “Industrial Facilities Tax Exemption Certificate”. At that point in time, construction, acquisition, alteration, and installation of a proposed facility had not commenced; and

WHEREAS, after notice to all affected property owners and taxing jurisdictions, and a public hearing on April 14, 2026, the City Commission for the City of Muskegon adopted a Resolution approving an Industrial Development District at 331 Laketon Ave., Muskegon, MI 49441; and

WHEREAS, after notice to all affected property owners and taxing jurisdictions, and a public hearing on June 9, 2026, the City Commission for the City of Muskegon adopted a Resolution approving Application for Issuance of Industrial Facilities Exemption Certification for American Fabricated Products, Inc.; and

WHEREAS, Michigan Department of Treasury has requested that the City of Muskegon create a “Plant Rehabilitation District” instead of an “Industrial Development District” for the Industrial Facilities Tax Exemption Certificate;

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed public hearing held on August 11, 2026, this Commission, by resolution, established a Plant Rehabilitation District as requested by American Fabricated Products, Inc., 331 W. Laketon Ave., Muskegon, Michigan 49441; and

WHEREAS, before acting on said application, the Muskegon City Commission held a public hearing on August 25, 2026 at the Muskegon City Hall in Muskegon, Michigan at 5:30 p.m., at which hearing the applicant, the assessor, and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, the rehabilitation of the facility is calculated to and will have the reasonable likelihood to retain, create, or prevent the loss of employment in Muskegon, Michigan; and

WHEREAS, the aggregate SEV of real property exempt from ad valorem taxes within the City of Muskegon will not exceed 5% of an amount equal to the sum of the SEV of the local government unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED by the Muskegon City Commission of the City of Muskegon, Michigan that:

1. The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Act of 1974 as amended shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.
2. The application of American Fabricated Products, INC, for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to the rehabilitation on the following described parcel of real property situated within the City of Muskegon to wit:

CITY OF MUSKEGON LOTS 5-7 & PART OF LOTS 2-4 & 8-9 INC BLK 1 & LOTS 4-7 & LOTS 14-17 & PART OF LOTS 8-9 INC & 13 BLK 2 DENNIS SMITH & CO'S 2ND ADDITION ALSO E 33 FT VAC FAIRVIEW ST AND PART OF VACATED MAY ST ALSO PART OF NW 1/4 OF NE 1/4 SEC 31 T10N R16W LYING ELY OF GTW R/R ROW DESC AS FOLLOWS BEG AT NE COR LOT 7 OF DENNIS SMITH & CO'S 2ND ADDITION BEING POB TH S 00D 14M 00S W ALG WLY ROW LN OF KEATING ST 150.28 FT TH N 89D 31M 05S E 329.11 FT TH S 00D 11M 47S E ALG WLY ROW LN OF 6TH ST 224.34 FT TH S 89D 09M 04S W 149.91 FT TH S 00D 14M 00S W 62.17 FT TH N 89D 21M 25S W 147.89 FT TH N 00D 14M 00S E 194.05 FT TH N 89D 46M 00S W 151.64 FT TH N 34D 34M 28S W 291.58 FT TH S 89D 58M 00S E ALG SLY ROW LN OF LAKETON AVE 285.08 FT TO POB TOGETHER WITH & SUBJ TO A 20 FT WIDE ESMT FOR ACCESS SUBJ TO ESMT L/P 4399/224

3. The Industrial Facilities Tax Exemption Certificate is issued and shall be and remain in force and effect for a period of nine (9) years on real property.

Adopted this 25th Day of August 2026.

Ayes:

Nays:

Absent:

BY: _____
Ken Johnson, Mayor

ATTESTED: _____
Ann Meisch, City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on August 25, 2026.

Ann Meisch, City Clerk

374.75

331

150

FAIRVIEW

131'

131

301

313

-0001-00

150'

150'

150

-0018-00

131'

328

-0001-10

DENNIS SMITH & CO'S S

1

-0001-00

2

CITY OF MUSKEGON

CONTRACT FOR TAX ABATEMENT

Act 198 Public Acts of 1974

AGREEMENT between CITY OF MUSKEGON, a municipal corporation of 933 Terrace Street, Muskegon, Michigan 49440, ("City") and AMERICAN FABRICATED PRODUCTS, INC ("Company").

Recitals:

- A. The Company has applied to City for the establishment of a plant rehabilitation district pursuant to the provisions of Act 198 of the Public Acts of 1974, as amended, which act requires a contract between the City and the Company to be agreed and submitted with the Company's subsequent anticipated application for an industrial facilities exemption certificate.
- B. That in addition to the statutory requirement, the City has determined that it is in the best interests of the taxpayers, property owners and residents of the City that this Agreement be approved and executed prior to the establishment of the requested district, and the City deems this Contract, together with the conditions set forth in the said Act to constitute a necessary element in the City's determination whether or not to create the district.
- C. The Company intends to install the project set forth in its application ("project") which it believes qualifies for the process of establishing the district and the application for industrial facilities exemption certificate.
- D. The City, provided this Agreement is executed, will determine whether to create the district based upon the potential for the production of permanent jobs, the continuation, stabilization or increase of economic activity, planning and zoning considerations and the City's general plan and intentions regarding economic development. In addition to the City policy considerations and predictions that the Company's proposed district and certificate benefit the community in those ways, the City has further determined that the contractual commitments made by the Company to thereby assist the community shall be binding on the Company and necessary to continue the tax exemption made possible by the certificate.
- E. This contract shall become effective upon the issuance of an Industrial Facilities Tax Exemption Certificate.

NOW THEREFORE THE PARTIES AGREE:

1. **COMPANY AGREEMENT.** The Company irrevocably commits to the investment, job retention and job creation promises made in its application, a copy of which is attached hereto and incorporated herein. In particular the Company agrees:

1.1 That 100% of the jobs shall be filled and in existence with full-time employees by a date no later than two (2) years from the date of the granting of the certificate by the State Tax Commission, subject to the provisions of section 3.4 of this agreement.

1.2 That the amount of jobs listed on the application, whether new or retained, will be maintained through the life of the abatement, subject to the provisions of section 3.4 of this agreement.

1.3 The Company shall meet the affirmative action goal included in the application or in any documents supplied by the City and utilized by the Company, including any additional representations made to the City Commission on or before the date two (2) years after the granting of the certificate by the State Tax Commission. It shall maintain the said levels of employment diversity during the period of the certificate, subject to the provisions of section 3.4 of this agreement.

1.4 The Company, by the end of two (2) years from the date of the grant of the certificate by the State Tax Commission shall have completed the investment of \$665,996 in improvements as shown in the application, subject to the provisions of section 3.4 of this agreement.

1.5 That the improvements and equipment to receive the tax abatement treatment shall be completed on or before the date two (2) years from the date of granting of the certificate by the State Tax Commission.

1.6 The Company shall pay its specific taxes required by the act in a timely manner, and shall not delay payments so as to incur any penalties or interest.

1.7 The Company shall fully cooperate with the City representatives in supplying all requested and required documentation regarding jobs, investment, the meeting of all goals and the timely installation and utilization of equipment and improvements. The City shall be entitled to inspect at reasonable hours the Company's premises where the said improvements and equipment have been installed and where the said jobs are performed.

1.8 The Company shall maintain, during the entire period for which the tax abatement is granted, the level of jobs, affirmative action goals, production and utilization of the improvements and equipment at the site where the district has been created and for which the tax exemption has been granted.

1.9 The Company shall not cause or fail to cure the release of any hazardous substance, or the violation of any environmental law on its premises in the City. It shall report any releases to the appropriate governmental authority in a timely and complete manner, and provide copies of said report documentation to the City. It shall comply with all orders and actions of any governmental agency having authority.

1.10 The Company shall maintain the equipment and improvements so as to minimize physical or functional obsolescence.

1.11 The Company shall continue to operate its business location in the City, containing the same number of and type of jobs, for the term of the certificate.

2. **AGREEMENT BY THE CITY.** Provided this contract has been executed and further provided all applications to create the district and achieve the industrial facility exemption certificate have been properly filed, the City shall, in a timely manner, determine in a public meeting to whether to create the district and whether to receive, process, and approve thereafter the Company's application for an industrial facilities exemption certificate. The City may consider this contract in a meeting separate from and prior to the meeting in which the City considers the approval of the application for certificate. Further, the City shall require the submission of this contract signed by the Company together with its applications, before creating the district.

3. **EVENTS OF DEFAULT.** The following actions or failures to comply shall be considered events of default by the Company:

3.1 Failure to meet any of the commitments set forth above.

3.2 The closing of the Company's facilities in the City. Closing shall mean for purpose of this Agreement, the removal, without transfer to another site within the City of substantially all of the production facilities, and the elimination of substantially all the jobs created or retained thereby, which are set forth in the Company's application.

3.3 Failure to afford to the City the documentation and reporting required.

3.4 The failure to create or retain jobs, meet affirmative action goals or expend the funds on equipment and improvements as represented in the application within the times required hereby, unless the company can show that there has been a loss of revenue and employment due to circumstances beyond the control of the company. In order to make that showing the company shall have the burden of supplying, to the City's satisfaction, complete and convincing documentation supporting and justifying reductions in investment, failures to

attain affirmative action goals or job losses, such as, without limitation, written evidence of lost contracts, accounting information showing reduced revenues due to the loss of business, (not due to diversion of production to affiliate companies or divisions of the company), production records showing reduced quantities over significant periods of time, and such other information required by the City to support the Company's claim that the failure to invest, failure to achieve affirmative action goals, or loss of jobs should not form the basis for a finding of default.

3.5 The bankruptcy or insolvency of the Company.

3.6 The failure to pay any and all taxes and assessments levied on the Company's property or any other taxes, local, state or federal, including but not limited to City income taxes and the withholding of said City income taxes from employees as required by the City Income Tax Ordinance.

3.7 The performance or omission of any act which would lead to revocation under MCLA 207.565, being §15 of the Act.

3.8 The violation of any provisions, promises, commitments, considerations or covenants of this Agreement.

4. **REMEDIES ON DEFAULT.** In the event of any of the above defaults the City shall have the following remedies which it may invoke without notice, except as may be reasonably required by the Company's rights to due process:

4.1 In the event of closing as determined after investigation of the facts and a public hearing, the Company shall be immediately liable for penalties to be paid forthwith to the city as determined as follows:

4.1.1 The Company shall pay to the City for prorata distribution to the taxing units experiencing the abatement, an amount equal to the difference between the industrial facilities tax which it has paid, and the total property taxes to the relevant taxing units which it would have paid, given its installations of improvements and equipment, during the years for which the certificate was in effect.

4.1.2 Immediate Revocation. The Company hereby consents to revocation to the IFT certificate before the State Tax Commission, without hearing, and the City shall submit a copy of this Agreement to the State Tax Commission in connection with its revocation procedure, giving notice that the default has occurred and immediate revocation should occur.

4.2 In the event the improvements and equipment have not been installed before the two (2) year period, in addition to the revocation procedures before the State

Tax Commission, the abatement should immediately be reduced by the City proportionately, and any installations which have not been finished at the end of said two (2) year period shall not be eligible for the abatement thereafter and shall be placed on the regular tax roll.

4.3 Failure to Expend the Funds Represented. In the event, (whether or not the installations have been completed), the Company has not expended the funds it has represented on its application that it would invest for the installation of equipment, the abatement shall be reduced prorata, and any remaining value of equipment shall be placed on the regular tax roll, unless the company can show, through receipts, etc. that the cost of the equipment was actually less than the amount estimated by the company (i.e., the same equipment was purchased as listed in the IFT application, but the bids came in less than expected).

4.4 Job Creation and Retention. In the event the promised number of jobs have not been created or retained at the end of the two (2) years after the grant of the certificate by the State Tax Commission, the abatement shall be proportionately reduced, unless the company can show that the loss of jobs, or inability to hire as many people as expected, is due to circumstances beyond the control of the company (such as an economic downturn).

4.5 Affirmative Action Goals. In the event, after one (1) year from the grant of the certificate by the State Tax Commission, the affirmative action goals of the City for additional jobs have not been met on a prorata basis, the abatement shall be revoked.

4.6 For other violations of this Agreement or for actions or omissions by the Company amounting to grounds for revocation by statute, the City shall recommend to the State Tax Commission immediate revocation of the certificate.

4.7 Special Assessment. For any amount due to be paid to the City, under this Section 4, the Company consents that the City shall have a personal action against the Company for the said amount, and in addition, cumulatively, and not by election, the City shall have a special assessment lien on all the property of the Company personal and real, located in the City, for the collection of the amounts due as and in the manner of property taxes and in such case the collection of the said special assessment shall be accomplished by addition by the City to the Company's property tax statement regularly rendered.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan.

6. Counterparts. This Agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same Agreement.

7. Benefit. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and personal representatives.

8. Effective Date. This Agreement shall be effective on the date the State of Michigan Tax Commission grants the company at Industrial Facilities Exemption Certificate.

CITY OF MUSKEGON

By _____
Ken Johnson, Mayor

and _____
Ann Meisch, Clerk

By _____
Russell Golemba, Vice President

and _____
Andrew Blankenship, Operations Manager

LEASE

THIS LEASE ("**Lease**") is entered as of October 6, 2025 ("**Effective Date**"), by and between AFP REAL ESTATE, LLC, a Michigan limited liability company, whose address is 331 W. Laketon Avenue, Muskegon, Michigan 49441 ("**Landlord**"), and AMERICAN FABRICATED PRODUCTS, INC., a Michigan corporation, whose address is 331 W. Laketon Avenue, Muskegon, Michigan 49441 ("**Tenant**").

1. Premises and Condition.

1.1. Premises. Landlord leases to Tenant and Tenant leases from Landlord real property located in Muskegon County, Michigan, commonly known as 331 W. Laketon Avenue, Muskegon, Michigan 49441, and legally described on **Exhibit A**, together with all buildings, structures and other improvements located thereon, and all easements and appurtenances thereto (collectively the "**Premises**").

1.2. Condition. Tenant accepts the Premises "as is" on the Commencement Date (as defined below), and Landlord makes no warranties or representations regarding the condition of the Premises as of the Commencement Date.

2. Term.

2.1. Initial Term. This Lease is for a term (the "**Initial Term**") commencing on the Effective Date (the "**Commencement Date**") and extending for fifteen (15) Lease Years. "**Lease Year**" means each period of twelve (12) consecutive calendar months, the first of which shall commence on the first day of the first calendar month after the Commencement Date, provided that if the Commencement Date is the first day of a calendar month, then the Commencement Date shall be the first day of the first Lease Year. "**Term**" means the Initial Term and, if the Extension Option is exercised, the Extension Term.

2.2. Extension Terms. Tenant is granted two (2) options ("**Extension Option**") to extend the Term for five (5) Lease Years (the "**Extension Term**"). An Extension Option shall be exercised in accordance with and subject to the following: (a) Tenant's right to exercise any Extension Option is conditioned upon Tenant not being in default beyond applicable notice and cure periods at the time of the exercise and/or on the commencement of the Extension Term; (b) the Extension Term shall be on the same terms and conditions of this Lease in effect immediately before such Extension Term except that the Base Rent will be determined in accordance with Section 2.3.

2.3. Exercise of Extension Options. If Tenant desires to exercise an Extension Option, it shall do so by giving Landlord written notice (a "**Initial Notice**") thereof not less than two hundred seventy (270) days before the end of the then-current Term. Within thirty (30) days after receipt of the Initial Notice, Landlord shall provide to Tenant a statement ("**Landlord's Statement**") of Landlord's determination of the Market Rent for the Premises during the Extension Term, which shall include the basis for same. "**Market Rate**" means the rent for the Premises, determined by reference to the market for space comparable to the Premises in the Muskegon, Michigan metropolitan area that a willing landlord would offer and a willing tenant would accept in an arm's length transaction for a lease commencing on the first day of the Extension Term and ending on the expiration of the Extension Term, providing (i) annual rent adjustments (or lack of adjustments) as provided in this Lease, (ii) for the tenant to pay toward the expenses of the comparable space in the same fashion as this Lease provides,

and (iii) otherwise on the same terms of this Lease. No consideration shall be given to the fact that Landlord is or is not required to pay real estate commissions in connection with this Lease. Tenant shall have thirty (30) days after receipt of Landlord's Statement to provide to Landlord a second notice ("**Second Notice**") pursuant to which Tenant has accepted Market Rent for the Extension Term. If Tenant delivers the Second Notice within the time required hereby, then Landlord and Tenant shall amend this Lease to document the Base Rent during the Extension Term (provided that such amendment shall not be required for the change in Base Rent to be effective). If Tenant fails to provide the Initial Notice or the Second Notice within the time and manner required hereby, the Lease shall expire on the last day of the then-current Term.

3. Rent.

3.1. Base Rent. Tenant will pay to Landlord as rent a fixed payment of \$168,000.00 annually which is payable in equal monthly installments of \$14,000.00 ("**Base Rent**"). Base Rent shall be adjusted on the first day of each Extension Term in accordance with Section 2.3.

3.2. Additional Rent. Base Rent shall be absolutely net to Landlord so that this Lease shall yield net to Landlord, the Base Rent provided herein. Tenant covenants and agrees to pay all Operating Expenses for the Premises incurred, assessed or levied against the Premises during any calendar year during the Term. "**Operating Expenses**" are defined as all costs and expenses incurred in owning, operating, managing, repairing, and replacing the Premises or any part thereof. Operating Expenses shall include, but not be limited to, those expenses for: (a) Real Estate Taxes (defined below), (b) insurance premiums, (c) utility charges, (d) maintenance, repair, and replacement expenses, (e) expenses relating to compliance with Laws, and (f) all other costs, fees, charges, expenses, reimbursements, and obligations of any kind relating to the Premises which may arise or become due during the Term. Tenant will furnish to Landlord, upon request, a proof of payment of all Operating Expenses. During the Term, all Operating Expenses shall constitute additional rent under this Lease ("**Additional Rent**"), even though not necessarily payable to Landlord. Tenant shall reimburse Landlord for any Operating Expenses incurred by Landlord within thirty (30) days after receipt of Landlord's statement therefor. Nothing contained in this Lease shall obligate Tenant for the payment of any income or franchise taxes payable by Landlord.

3.3. Time and Place of Payment. Base Rent, Additional Rent and other sums payable to Landlord under this Lease shall be considered as rent ("**Rent**"). Rent shall be due and payable to Landlord in advance, in equal monthly installments on the first day of each month, at the address set forth on page 1, or to such other person or entity or to such other address as Landlord may designate in writing. The covenants and obligations of Tenant to pay Rent shall be independent from any obligations, warranties, covenants, or representations, express or implied, if any, of Landlord herein contained and shall be paid without set-off, counterclaim, recoupment, abatement, suspension or deduction. Rent for any partial month during the Term shall be prorated.

3.4. Late Penalty and Interest. If Tenant fails to pay any Rent or other amount within five (5) days after due, Tenant shall pay, as additional Rent, an amount equal to five percent (5%) of such amount to Landlord immediately upon demand. Further, in the event Tenant fails to pay any Rent or other amount within ten (10) days after it becomes due, such amount will thereafter bear interest at the lower of (i) the highest rate permitted by applicable law, and (ii) twelve (12%) above the prime rate as published by the Wall Street Journal or such comparable publication designate by Landlord from time to time (the "**Default Interest Rate**"), until paid.

Similarly, any amounts paid by Landlord to cure any defaults of Tenant under this Lease, will, if not repaid by Tenant within ten (10) days of demand, shall thereafter bear interest at the Default Interest Rate until paid.

4. Use of Premises.

4.1. Permitted Use. Tenant shall use the Premises operation of its metal fabrication and machining business, and for other directly related ancillary uses thereto, and for no other purpose.

4.2. Restrictions on Use. Tenant shall not permit anything to be done in or about the Premises that will (i) conflict with or violate any law, statute, ordinance or governmental rule or regulation affecting the Premises ("**Law**") or any Environmental Encumbrances (defined below); or (ii) increase the rate of, or cause cancellation of any insurance policies covering the Premises. Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any Environmental Encumbrances or any Law or requirement of any public authority with respect to the Premises or the use or occupation thereof. Tenant shall not suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) cause or in Landlord's reasonable opinion be likely to cause physical damage to the Premises or any part thereof; (b) constitute a public or private nuisance; (c) impair, in the reasonable opinion of Landlord, the appearance, character or reputation of the Premises; or (d) constitute waste.

5. Alterations and Improvements.

5.1. Restrictions. Except for Cosmetic Improvements, no improvements, alterations, additions, or physical changes ("**Improvements**") shall be made upon or to the Premises by Tenant without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion. Tenant shall provide to Landlord in writing copies of plans and/or specifications for any proposed Improvements. Other than Tenant's Property (as defined below), all Improvements shall, upon the termination of this Lease, become the property of Landlord and shall be surrendered with the Premises as a part thereof without disturbance, molestation, or injury; provided, however, that Landlord may elect to have Tenant, at Tenant's expense, remove any or all of the Improvements upon termination of this Lease. If Tenant, without Landlord's authorization, removes any Improvements Landlord shall be entitled to damages in the amount of the fair market value of the Improvements so removed, the cost of repairing the Premises due to the removal of the Improvements and reasonable attorneys' fees. "**Cosmetic Improvements**" means redecoration items, such as carpeting, painting, and wall coverings, which (i) do not affect the structure of the Building or any plumbing, electrical, mechanical, fire protection, or life safety systems serving the Premises, (ii) are not visible from outside of the Building, and (iii) cost less than Fifteen Thousand Dollars (\$15,000) per project.

5.2. Permits and Approvals. All Improvements shall be done at Tenant's sole expense and shall be performed in a good and professional manner, by a reputable licensed contractor. Tenant shall obtain all required permits and approvals from all applicable governmental entities and shall provide copies of all such permits and approvals to Landlord before the commencement of construction. Upon completion of any Improvements (regardless of whether such Improvements required Landlord's approval), Tenant shall deliver to Landlord by CAD or other electronic media "as-built" drawings showing such Improvements. All movable partitions, machines and equipment which are installed in or on the Premises by or for the account of Tenant, without expense to Landlord, and can be removed without permanent structural damage to or defacement of the Premises, and all furniture, furnishings and other articles of personal property owned by Tenant and located in or

on the Premises (all of which are herein called "**Tenant's Property**"), shall be and remain the property of Tenant and may be removed by it at any time during the Term. However, if any of Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage resulting from such removal.

5.3. Insurance. Prior to the commencement of any such work, Tenant shall deliver to Landlord certificates issued by insurance companies qualified to do business in the State of Michigan evidencing that workers' compensation, commercial general liability insurance and property damage insurance, all in amounts, with companies and on forms reasonably satisfactory to Landlord, are in force and effect and maintained by all such contractors and subcontractors engaged by Tenant to perform such work. All such policies shall name Landlord as an additional insured. Each such certificate shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to Landlord.

5.4. Requirements of Law. Tenant, at its sole cost and expense, shall cause any permitted Improvements in or about the Premises to be performed in accordance with all applicable Laws and in compliance with all applicable requirements of insurance bodies having jurisdiction, and in such manner as not to interfere with, delay, or impose any additional expense upon Landlord in the construction, maintenance or operation of the Premises.

5.5. Liens. No work performed by or on behalf of Tenant shall be deemed to be for the immediate use or benefit of Landlord so that no construction or other lien shall be allowed against the Premises or the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay or cause to be paid all costs for work done by Tenant or caused to be done by Tenant on the Premises. Tenant will keep the Premises free and clear of all construction liens and other liens on account of work done for Tenant or persons claiming under it. Tenant agrees to indemnify, defend and save Landlord harmless from and against all costs, attorneys' fees, expenses and liabilities incurred on account of any claims of any nature whatsoever for work performed for, or materials or supplies furnished to that party, including lien claims of laborers, material supplier or others. Should any such liens be filed or recorded against the Premises with respect to any work done or for materials supplied to or on behalf of Tenant or any action affecting the title thereto be commenced, Tenant shall cause such liens to be removed of record within ten (10) days after notice from Landlord. If Tenant desires to contest any such claim of lien, it shall furnish Landlord with adequate security (in Landlord's sole opinion) of at least one hundred fifty percent (150%) of the amount of the claim, plus estimated costs and interest, and if a final judgment establishing the validity or existence of any lien for any amount is entered, Tenant shall pay and satisfy the same at once. If Tenant shall be in default in paying any charge for which such a contractor's lien or suit to foreclose such a lien has been recorded or filed and shall not have given Landlord security as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith and with interest thereon at the Default Interest Rate, shall be immediately due from Tenant to Landlord as additional Rent hereunder.

6. Maintenance and Repairs. Tenant, at its expense, shall throughout the Term: (a) take good care of the Premises; (b) keep the same in good order and condition; and (c) make and perform all necessary or customary maintenance, replacements, renewals, alterations, additions, and betterments made in the ordinary course of the operation of the Premises, both interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind, and description. Tenant, at its expense, shall throughout the Term: (i) maintain service contracts for the maintenance of the heating and air conditioning system in the Premises, boiler for any other necessary utility services or related utility service facilities; and (ii) be

responsible for janitorial services and security and protective services for the Premises. If Tenant fails to comply with its obligations under this paragraph, Landlord shall give Tenant written notice to do such acts as are reasonably required to so comply and a thirty (30) day opportunity to cure the same. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right, but not obligation, to do such acts and expend such funds as are reasonably required to perform such work and the cost thereof shall constitute additional rent immediately payable by Tenant and shall bear interest at the Default Interest Rate until paid. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

7. Utilities. Tenant shall be solely responsible for and shall pay before delinquency any and all charges for water, sewer, gas, heat, electricity, and other sources of power for heating, lighting, ventilating and air conditioning, telephone service, telecommunications and all other services of utilities, including meter installation charges therefor and security deposits required thereunder, used in, upon, or about the Premises during the Term. Other than as a result of Landlord's gross negligence or willful misconduct, Landlord shall not be liable for any interruption, failure, surge, or defect of any utility service, including, without limitation, water supply or electric current for injury to persons, including death, or damage to property including, without limitation, computers and electrical equipment, which results from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Premises or from any pipes, appliances or plumbing works from the street or subsurface or from any other place, or for interference with light.

8. Payment of Real Estate Taxes. Tenant shall pay directly to the authority charged with the collection (or at Landlord's option, reimburse Landlord for), all ad valorem taxes and assessments both general and special, levied, assessed, charged, or imposed upon the Premises for each tax or installment period included in the Term ("**Real Estate Taxes**"). If during the Term any capital levy, sales or use tax, gross receipts tax or other tax on the rents received therefrom is levied, assessed or imposed on Landlord, or on the Rent, or on the Premises or on the value of the Premises, or any portion thereof, the same shall be included in Real Estate Taxes. Notwithstanding anything herein to the contrary, Tenant shall not be required to pay any net income or excess profits taxes assessed against Landlord or any succession, inheritance taxes of Landlord, or franchise taxes imposed upon any corporate owner of the fee of the Premises. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days before the delinquency date of the payment. If Landlord's mortgagee requires an escrow fund for payment of real property taxes and special assessments, Landlord may require Tenant to deposit funds into an escrow account consistent with the requirements of the mortgagee.

9. Insurance and Indemnity.

9.1. Tenant's Insurance. Throughout the Term of the Lease, Tenant shall, at its expense, maintain the following:

(a) Commercial general liability insurance against claims for personal injury, death or property damage occurring in or about the Premises, with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury, including death, and personal injury for any one occurrence, Two Million Dollars (\$2,000,000) property damage insurance or combined single limit of Four Million Dollars (\$4,000,000). Such limits shall be subject to increase from time to time at the reasonable discretion of Landlord. The policy shall be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry.

(b) "All risk" property insurance including, but not limited to, fire and extended coverage covering the Premises in its full replacement cost with such deductibles and other provisions as Landlord shall reasonably deem prudent (and which shall name Landlord as loss payee), and with contents coverage covering Tenant's Property and all additions, improvements and alterations to the Premises installed by Tenant located in or on the Premises.

(c) Business interruption insurance with respect to Tenant's business operations on the Premises, in amounts and coverages sufficient to insure Tenant against any loss Tenant may suffer as a result of Tenant's inability to use the Premises during the Term.

(d) Worker's compensation insurance in amounts required by applicable Law.

9.2. General Insurance Requirements. All policies of insurance provided for in this Section 9 shall (i) be issued by insurance companies rated "A-/VII" or better by the then current edition of Best Insurance Reports published by Best Company, and licensed to do business in the State of Michigan; and (ii) name Landlord (and its property manager and mortgagees, in each case of whom Landlord gives notice to Tenant) as an additional insured to the extent of their interests hereunder and duplicate copies of all policies or certificates shall be delivered to Landlord on or before the Commencement Date; and (iii) contain a provision that the insurer will give the named insureds at least thirty (30) days' notice in advance of any material change, cancellation, termination or lapse or the effective date of any reduction in the amounts of insurance thereunder, except in the case of non-payment, in which case such notice shall be at least ten (10) days; and (iv) shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party, its officers, members, directors, agents and employees, with respect to losses payable under such policy (provided, further, that Landlord and Tenant agree and acknowledge that the waiver of subrogation herein contained shall expressly extend to and include any uninsured loss paid by the insured in the form of a deductible or self-funded retention cost).

9.3. Evidence of Insurance. Tenant shall deliver a certificate of insurance for each of the insurance policies Tenant is required to carry in compliance with its obligations under this Lease shall be delivered to Landlord, and any other party Landlord may designate, before the commencement of the Initial Term, and upon renewals of said insurance, not less than thirty (30) days before the expiration of any such policy. The certificate of insurance shall identify the insurance company, the term of the policy, the limits of the policy and list the Landlord as an additional insured, contain a primary liability endorsement and state that thirty (30) days' notice will be given to Landlord before the cancellation or modification. If Tenant fails to supply Landlord with evidence of the insurance coverage required hereunder, Landlord may, at its option, purchase such insurance for the account of Tenant and Tenant shall reimburse Landlord the cost thereof together with interest at the Default Interest Rate as Additional Rent.

9.4. Tenant Indemnification. Except to the extent arising from gross negligence or willful misconduct of Landlord or Landlord's agents, employees, or contractors (each, a "**Landlord Party**"), Tenant shall indemnify, hold harmless and defend Landlord, its officers, members, directors, agents and employees from any liability or expense (including, without limitation, reasonable attorney's fees) arising from or relating to any loss of life, damage or injury to person, property or business caused by or in connection with (i) any violation of this Lease by Tenant or Tenant's agents, employees, contractors, licensees or invitees (each, a "**Tenant Party**"), or (ii) the use of the Premises by Tenant or any Tenant Party, or (iii) the gross negligence or willful misconduct of Tenant or any Tenant Party. The obligations of Tenant in this paragraph shall be subject to any waiver of subrogation contained in any insurance policy to be obtained by Landlord hereunder. Tenant's indemnity obligations shall be

subject to the release and waiver of recovery in Section 10.1 and the waivers of subrogation in this Lease, and shall survive the expiration or sooner termination of this Lease.

10. Waivers and Release.

10.1. Waivers of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives all rights of recovery, claim, action or cause of action against the other (and the other's officers, members, directors, agents and employees) for any loss or damage that may occur to the Premises or any improvements thereto, or any personal property of Landlord or Tenant, arising from any cause that (a) would be insured under the terms of any insurance required to be carried hereunder; or (b) is insured against under the terms of any insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of Landlord, any Landlord Party, Tenant and/or any Tenant Party. Landlord and Tenant agree to have their respective insurance companies issuing property damage and loss of income and extra expense insurance waive, by special endorsement (if required by the terms of said policy), any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be. The provisions of the foregoing shall not apply in those instances in which waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible.

10.2. Release of Landlord. Landlord shall not be liable for any damage to property of Tenant or of others located on the Premises nor for the loss of or damage to any property of Tenant or of others by theft or otherwise, unless directly caused by Landlord's gross negligence or willful misconduct. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or from the pipes, appliances or plumbing work or from the roof, street or sub-surface, or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by owners or occupants of adjacent property or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premise shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same. Tenant shall carry such policies of insurance as it deems appropriate to insure its equipment and other assets and personal effects of its employees.

10.3. Limit on Landlord Liability. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Premises and out of rents or other income from the Premises receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Premises, and neither Landlord nor anyone claiming by, through or under Landlord, shall be liable for any deficiency. The damages to which Tenant may be entitled under this Lease shall not include lost profits or damages from loss of business, or any speculative, incidental, or consequential damages.

11. Destruction - Fire or Other Cause. If the Premises is damaged by fire or other casualty, then Tenant shall give immediate notice thereof to Landlord, and the following shall apply:

11.1. Adjustment. Any such loss that is covered by applicable policies of insurance required under this Lease shall be adjusted with the issuing insurance company or companies by Landlord and Tenant.

Except in the event that such insurable damage or loss was caused by the act or omission of Landlord or any Landlord Party, Tenant shall pay the deductible for such insurance. Subject to the rights of the holder of any mortgage to which this Lease is or shall be subject and subordinate, the proceeds of any such insurance shall be paid to Landlord who shall hold the proceeds in trust for payment of the costs of repair, re-building and restoration. If the proceeds of any insurance available to Tenant, less any sums expended in recovery thereof, are insufficient to fully pay all Restoration costs, then at Landlord's option, Tenant shall (a) deposit with Landlord an amount sufficient in Landlord's reasonable judgment to complete the Restoration (the "Deficiency"), or (b) or shall provide Landlord with evidence reasonably satisfactory to Landlord that Tenant has available the funds required to cover the Deficiency.

11.2. Restoration. Tenant shall, as soon as is reasonably possible, undertake, in its own name and account, the responsibility for the repair, re-building and restoration of the Premises (hereafter, "Restoration"), contracting for all necessary work and materials to the extent necessary to restore the Premises to substantially the condition, character and value existing immediately prior to the loss and damage. The plans for such Restoration shall be subject to the prior written approval of Landlord, such consent not to be unreasonably withheld or delayed. Tenant shall, from time to time, submit invoices for labor and material, along with properly executed waivers of mechanics' liens with respect to such invoices, to Landlord requesting payment. Landlord shall, if such lien waivers are in order (i.e., duly executed), promptly make payment of such invoices to the contractor, laborer or materialman. Tenant shall, at its own expense, replace and repair any of Tenant's trade fixtures and equipment in the Premises which may be damaged or destroyed by fire or any other cause.

11.3. Termination. If such loss or damage (i) occurs during the last year of the Term and, in the reasonable determination of Landlord's contractor, it will take more than forty-five (45) days to complete the Restoration, or (ii) is caused by a peril that is not insurable, then Tenant, at its option, may terminate this Lease by written notice given within sixty (60) days after such loss or damage in lieu of undertaking the Restoration of the Premises. In such event, (a) the entire proceeds of insurance provided for in Section 9 shall inure solely to the benefit of Landlord, and (b) before the termination of this Lease, (1) Tenant shall pay the deductible for such insurance, and (2) Tenant shall pay to Landlord an amount equal to any Deficiency. If this Lease is terminated pursuant to this section, then Rent shall be apportioned (based on the portion of the Premises which is usable or used after such damage or destruction) and paid to the earlier of the date of termination or the date Tenant completely vacates and abandons the Premises on account of such damage.

11.4. No Abatement. Neither Rent nor any other obligations of Tenant shall abate during any period of Restoration.

12. Eminent Domain. If the whole of the Premises are acquired or condemned by eminent domain for any public or quasi-public use or by private purchase in lieu thereof, then the Term of this Lease shall cease as of the date possession is taken and all Base Rent shall be paid and prorated up to that date. Tenant shall have no claim against Landlord for the value of any unexpired Term. If any part of the Premises is acquired or condemned by eminent domain for any public or quasi-public use or by private purchase in lieu thereof, and the remainder of the Premises cannot reasonably be operated by Tenant for its business in substantially the manner in which Tenant was operating its business from the Premises before such taking, then Landlord and Tenant shall each have the option to terminate this Lease by written notice to the other party within sixty (60) days after the date possession is taken in which case all Base Rent shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired Term. If neither Tenant nor Landlord elect to terminate this Lease, then Tenant shall promptly restore the remainder of the Premises to a complete architectural unit, including all

necessary changes and the installation of any systems so that the remainder of the Premises, when complete, shall be substantially the same in character as the Premises immediately before such partial taking. As of the date of such partial taking this Lease shall terminate as to the portion taken, the Base Rent under this Lease shall equitably abate according to the portion of the Premises taken. Tenant shall have no claim against Landlord for the value of any unexpired Term. All compensation awarded on account of such taking or condemnation shall belong to Landlord without any participation by Tenant; however, nothing shall preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceeding for loss or interruption of business or for relocation costs or the cost of removal of trade fixtures, furniture, and other personal property belonging to Tenant.

13. Compliance with Hazardous Materials Laws.

13.1. Disclosure of Environmental Condition. Landlord discloses to Tenant that based upon the Baseline Environmental Site Assessment prepared by Lakeshore Environmental, Inc., Project Number: 25-3027-03, all or part of the Premises constitutes a "Facility" as defined in Part 201 of the Natural Resources and Environmental Protection Act, due to the presence of methylene chloride, trichlorethylene, chromium VI, and/or selenium in the Subject Property soil at concentrations exceeding EGLE Part 201 GRCC.

13.2. Disclosure of Agreements Relating to Environmental Condition. Landlord discloses to Tenant that the Premises is subject to certain agreements and restrictive covenants relating to the environmental condition of the Premises including the following (collectively, the "**Environmental Encumbrances**"), which, among other things, grant to others rights to enter upon and perform remediation activities on the Premises, and which place restrictions on the use of the Premises: (a) Site Access License Agreement dated April 7, 2004, between ICD Property Company, LLC and Federal-Mogul Piston Rings, Inc.; (b) Declaration of Restrictive Covenant dated May 12, 2004, and recorded in Liber 3606, page 287; and (c) Declaration of Easement dated May 12, 2004, and recorded in Liber 3606, page 288.

13.3. Hazardous Substances. Tenant shall not use, store, generate, treat, or dispose of any Hazardous Substance on the Premises or in, on or about the Premises, or cause, suffer, or permit the same to be done by any person, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Notwithstanding anything to the contrary contained in this Lease, Tenant may maintain paint, cleansers or solvents commonly used in Tenant's business in the premises so long and only so long as such paint, cleansers or solvents are and remain in compliance with all Environmental Encumbrances and applicable Laws that do not impose any clean up obligation or liability. "**Hazardous Substance**" means any substance, the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by any Law having as its object the protection of public health, natural resources, or the environment, including, by way of illustration only and not as a limitation, the following: The Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Toxic Substances Control Act; the Federal Water Pollution Control Act; the Michigan Water Resources Commission Act; and the Michigan Solid Waste Management Act, as each of such acts shall be amended, from time to time. If any Hazardous Substance is discovered to have been released by Tenant or its agents upon or from the Premises during the Term, whether such discovery is made during the Term or at any time thereafter, Tenant shall, at its sole cost and expense, take all steps necessary to remove and properly dispose of such Hazardous Substance and cleanup or repair any contamination or damage resulting therefrom, in full compliance with all Environmental Encumbrances and applicable Laws and to the reasonable satisfaction of Landlord. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any liabilities including judgments; court costs, and actual attorney fees claimed or asserted against or

sustained by Landlord resulting from Tenant's failure to fully comply with the provisions of this paragraph. Tenant's obligations under this section shall survive the expiration or other termination of this Lease.

14. Assignment and Subletting. Tenant shall not assign, sublease, or in any way encumber this Lease, nor any part, right, or interest thereof, unless Landlord shall consent thereto in writing in each and every case and instance, which consent Landlord may withhold in its sole discretion.

15. Default and Remedies.

15.1. Events of Default. Each of the following shall be deemed an "Event of Default" under this Lease: (i) if Tenant fails to pay any Rent or other amounts payable by Tenant hereunder when due, and such failure continues for five (5) days; or (ii) if Tenant fails to perform any of its other obligations or covenants under this Lease; provided, however, if such default is capable of cure, then Tenant shall not be in default unless Tenant fails to cure within thirty (30) days after written notice from Landlord (provided if such default is capable of cure, but cannot be cured within thirty (30) days then such cure period shall be extended for so long as Tenant is diligently pursuing cure, but in no event for more than sixty (60) days); or (iii) if Tenant makes a general assignment for the benefit of creditors or becomes bankrupt or insolvent, or filed or has filed against it in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee, which is either not dismissed within ninety (90) days of filing, or results in the issuance of an order for relief against the debtor; or (iv) if Tenant, without Landlord's written consent, assigns this Lease or subleases the Premises or any part thereof.

15.2. Remedies. Upon the occurrence of an event of default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law or in equity, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either:

(a) Terminate this Lease, in which event Tenant shall immediately pay Landlord a sum of money equal to the total of (1) the amount of the unpaid Rent accrued through the date of termination; (2) as agreed liquidated damages, an amount equal to the then present value of the amount of Rent which would have been paid in accordance with this Lease for the remainder of the Term minus the then present value of the aggregate fair market Rent payable for the Premises for the period beginning twelve (12) months after the termination and continuing for the remainder of the Term (if less than the rent and additional charges payable hereunder), estimated as of the date of the termination, provided that the Federal Reserve discount rate (or equivalent) shall be used in calculating present values; and (3) all of Landlord's costs reasonably incurred, or reasonably to be incurred, in connection with enforcing this Lease and reletting the Premises including necessary renovation and alterations of the Premises, reasonable attorneys' fees and real estate commissions; or

(b) Without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may reasonably deem advisable, and any monies received from such reletting shall be applied first to the reasonable expenses of such reletting and collection, including necessary renovation and alterations of the Premises, reasonable attorneys' fees and real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rent in excess of the rent stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise.

(c) No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

15.3. Mitigation of Damages. Notwithstanding anything herein to the contrary, upon the occurrence of any default by Tenant, Landlord shall have an affirmative obligation to take reasonable efforts to mitigate damages. Landlord shall be deemed to have taken reasonable efforts to mitigate its damages if Landlord lists the Premises for lease with a commercial real estate broker, and Landlord cooperates in good faith with the broker's efforts to lease the Premises, provided, however, that (i) if there shall then be other un-leased space in any comparable building owned by Landlord (or any entity owned or controlled by Landlord or any of its principles), Landlord shall have no obligation to lease the Premises with priority over such un-leased space, and (ii) Landlord shall be under no obligation to offer the Premises for lease upon terms that are less favorable than those for any vacant space owned by Landlord (or any entity owned or controlled by Landlord or any of its principals).

15.4. Litigation. LANDLORD AND TENANT DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER UPON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OR INJURY OR DAMAGE OR BOTH. It is further mutually agreed that if Landlord commences any summary proceeding for nonpayment of rent or other sums or charges payable hereunder, Tenant will not interpose any counterclaim whatsoever in any such proceeding; provided, however, that the foregoing shall not constitute a waiver of Tenant's right to bring a separate action for any claim Tenant may have.

15.5. Cure by Landlord. In the event of any event of default by Tenant, Landlord may at any time, cure the default for the account of and at the expense of Tenant. If Landlord pays any sum of money or does any act which will require the payment of money or incurs any expense, including reasonable attorney fee in instituting, prosecuting or defending any action to enforce Landlord's rights under this Lease, the sums reasonably paid by Landlord, with all interest, costs and damages shall be deemed to be additional rent and shall be due from Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

16. Surrender of Premises. Upon the expiration of the Term or earlier termination of this Lease, Tenant shall quit and surrender the Premises to Landlord broom clean and in good order and condition, ordinary wear and tear, casualty (but subject to Tenant's obligations under Article 11) and condemnation (subject to Tenant's obligations under Article 12) excepted; and Tenant, at its expense, shall remove all of its moveable personal property and shall repair any damage caused by such removal and remove any of its Improvements as Landlord directs. Any personal property of Tenant or of anyone claiming under Tenant which shall remain in or on the Premises after the expiration of the Term or earlier termination of this Lease shall be deemed to have been abandoned by Tenant. Landlord, at Tenant's expense, may dispose of any abandoned property in such manner as Landlord sees fit and Landlord shall not be responsible for the same.

17. Access to Premises. Landlord shall have the right to enter upon the Premises upon twenty-four (24) hours advance written notice (which notice may be given electronically) for the purpose of (i) inspecting the same, (ii) preventing waste, loss, or destruction (provided, that in an emergency, Landlord shall only be required to give such notice, if any, as is practicable), (iii) removing obstructions, (iv) making such repairs or alterations as

it is obligated to make under this Lease, (v) to enforce any of Landlord's rights under this Lease, (vi) show the Premises to prospective purchasers, or (vii) during the last six (6) months of the then-current Term show the Premises to prospective tenants, and Landlord shall not be liable nor responsible for any loss that may accrue to Tenant's business by reason thereof. Landlord shall use commercially reasonable efforts not to unreasonably interfere with Tenant's use of the Premises when exercising its rights under this Section 17.

18. Projections and Attachments. Tenant shall not attach or hang any curtains, blinds, shades, screens, awnings or other projections to the interior or exterior of any window of the Premises or on the outside wall of the Building (except in accordance with a standard reasonably approved by Landlord), nor shall Tenant attach or exhibit any sign, display, lettering or advertising matter of any kind on the exterior walls of the Building, or on any window or door of the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Any signage or other projection or attachment installed by Tenant without Landlord's prior written consent shall constitute a default by Tenant and shall be removed immediately upon notice from Landlord. In the event of such a default, Landlord shall have the right to remove such sign or other projection or attachment, repair any damage associated therewith and collect from Tenant the entire cost of such removal and repair. Any curtain, blind, shade, screen, awning, or other projection, and any sign, display, lettering, or advertising matter attached or exhibited in violation hereof may be removed by Landlord without liability for any damage arising therefrom, and Landlord shall have free access to the Premises to do so.

19. Signage. Subject to Tenant obtaining all necessary governmental approvals, Tenant may install, at its expense, signage on the Premises. The location and size and appearance of Tenant's signage shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.

20. Rules and Regulations. Landlord reserves the right to adopt from time to time reasonable Rules and Regulations for the operation of the Premises and with respect to the activities of all persons thereon as are customary for buildings of this character and are not inconsistent with the provisions of this Lease. Written notice of any such Rules and Regulations shall be given by Landlord to Tenant. Tenant and each Tenant Party shall comply with all such Rules and Regulations.

21. Holding Over. Should Tenant hold over after the termination of this Lease, Tenant shall become a Tenant from month to month only upon each and all of the terms herein provided as may be applicable to such month to month tenancy, except that monthly installments of Base Rent for each month shall be equal to one hundred fifty percent (150%) of the monthly Base Rent for the period immediately before the expiration of the Term. Any such holding over shall not constitute an extension of this Lease. Such tenancy shall continue until terminated by Landlord or Tenant by a written notice of its intention to terminate such tenancy given at least one month before the date of termination of such monthly tenancy.

22. Estoppel Certificate. Tenant shall, within ten (10) days after request by Landlord, execute and deliver to Landlord an estoppel certificate certifying (to the extent it believes the same to be true) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there have been no defaults thereunder by Landlord of which Tenant is aware (or if there have been defaults, setting forth the nature thereof), and the date to which the Rent and other charges have been paid. If Tenant fails to deliver the executed certificate to Landlord within the ten (10)-day period, the accuracy of any proposed certificate prepared by Landlord will be deemed conclusively confirmed.

23. Subordination. This Lease is and shall be subject and subordinate to the lien of any mortgage that now or hereafter affects the Premises, and to each advance made under and pursuant to any such mortgage. If Landlord's mortgagee becomes a mortgagee in possession or takes action to realize the security of such mortgage, Tenant will attorn to the mortgagee as landlord upon the terms of this Lease. Notwithstanding this paragraph and provided that Tenant is not in default beyond any applicable notice and cure period, Tenant shall be allowed to remain in occupancy of the remaining Term. Tenant shall, within ten (10) days after request by Landlord, execute a commercially reasonable subordination, non-disturbance and attornment agreement or such other instruments, in form reasonably acceptable to Landlord and its mortgagee, as may be reasonably required to carry out the intent of this paragraph, provided such document contains language that Tenant's occupancy of the Premises will not be disturbed so long as no default by Tenant exists beyond any applicable notice and cure period.

24. Force Majeure. Neither Landlord nor Tenant shall not be considered in default of its obligations under this Lease if performance of such obligations is delayed by Force Majeure (other than any financial obligation or obligation to pay any amounts due hereunder). "**Force Majeure**" means any event reasonably beyond the control of such party including but not limited to, wars (declared or undeclared), hostilities, revolutions, riots, civil commotion, pandemic, epidemic, national emergency, strikes and lockouts, epidemic, fire, flood, earthquake, force of nature, explosion, embargo, or any other act of God, or any Law, proclamation or other act of any governmental entity, or any cause, whether of the same or different nature, existing or future. If Landlord or Tenant is prevented from or delayed in performing any of its obligations hereunder by Force Majeure, it shall notify the other party of the circumstances constituting Force Majeure and of the obligation that is delayed or prevented, and shall thereupon be excused from performance of such obligation for as long as the circumstances of Force Majeure continue.

25. Miscellaneous.

25.1. No Waiver. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing.

25.2. Notices. Except as expressly provided herein, all notices, bills or statements required hereunder shall be in writing, and shall be delivered personally, by nationally recognized overnight courier, or by postage prepaid United States first class, certified (return receipt requested) mail, addressed to the party at the address set forth on page 1, or such other place as may be designated by notice given in accordance with this section. Notice shall be deemed to have been given on (i) the date when delivered, if delivered in person, (ii) one (1) business day after deposit for overnight delivery, if delivered by nationally recognized overnight courier, or (iii) three (3) business days after deposit with United States Postal Service, if delivered by U.S. Mail.

25.3. Amendment. No amendment or modification of this Lease shall be binding upon the parties unless made in writing and signed by both parties.

25.4. Brokerage. Landlord and Tenant represent and warrant to each other that they have not dealt with any real estate broker or real estate sales agent in connection with the negotiation, execution and delivery of this Lease. Landlord and Tenant each hereby agree to indemnify, defend and hold the other harmless of and from any and all loss, cost, damage or expense (including, without limitation, all counsel fees and

disbursements) by reason of any claim of or liability to any real estate broker or real estate sales agent claiming through it and arising out of or in connection with the negotiation or execution and delivery of this Lease.

25.5. Governing Law. The terms of this Lease shall be construed under the laws of the State of Michigan.

25.6. Captions. The captions in this Lease are for reference only and no section caption or heading shall be considered in the interpretation of the provisions of the section.

25.7. Cumulative Remedies. All rights, remedies and recourses under this agreement or otherwise are separate and cumulative and may be pursued separately, successively or concurrently, are non-exclusive and the exercise of any one or more of them shall in no way limit or prejudice any other legal or equitable right, remedy or recourse to which any party may be entitled.

25.8. Parties Bound. The covenants, agreements, terms, provisions and conditions of this agreement shall bind and benefit the several respective heirs, representatives, successors and assigns of the parties hereto.

25.9. No Third-Party Beneficiaries. No third party, except heirs, representatives, successors and assigns of parties, as provided in this agreement, shall be a beneficiary of any provision of this agreement.

25.10. Usage of Terms. The use of gender references in this agreement is not meant to be a limitation, and the use of a particular gender shall be interpreted to include the other of masculine, feminine and neuter as the context requires; similarly, the use of the singular shall be interpreted to include the plural as the context requires, and vice versa.

25.11. Entire Understanding. This Lease contains the entire understanding of the parties on the subject matter of this agreement and the parties hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

25.12. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant's paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Premises hereby leased.

25.13. Prior Agreement. This Lease supersedes any other agreements between Landlord and Tenant with respect to the Premises.

25.14. Counterparts. This Lease may be executed electronically and/or in counterparts, and all such executed counterparts, taken together, shall, for all purposes, constitute one (1) instrument and each executed counterpart shall be deemed an original of this Lease.

Signed by the parties as of the date and year first above written.

EXHIBIT A

THE LAND SITUATED IN THE CITY OF MUSKEGON, COUNTY OF MUSKEGON, STATE OF MICHIGAN, AND DESCRIBED AS FOLLOWS:

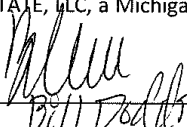
LOTS 5-7 AND PART OF LOTS 2, 3, 4, 8 AND 9 OF BLOCK 1 AND LOTS 4-7, 14-17 AND PART OF LOTS 8, 9 AND 13 OF BLOCK 2 OF DENNIS SMITH AND COMPANY'S SECOND ADDITION TO THE CITY OF MUSKEGON AS RECORDED IN LIBER 3 OF PLATS PAGE 10, MUSKEGON COUNTY RECORDS, ALSO THE EAST 33.00 FEET OF VACATED FAIRVIEW STREET, AND PART OF VACATED MAY STREET, AND ALSO PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 10 NORTH, RANGE 16 WEST, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, LYING EASTERLY OF THE GTW RAILROAD RIGHT-OF -WAY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF SAID DENNIS SMITH AND COMPANY'S ADDITION, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF KEATING STREET (FORMERLY FAIRVIEW STREET), A DISTANCE OF 150.28 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 05 SECONDS EAST, A DISTANCE OF 329.11 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 47 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SIXTH STREET, A DISTANCE OF 224.34 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 04 SECONDS WEST, A DISTANCE OF 149.91 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 62.17 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 25 SECONDS WEST, A DISTANCE OF 147.89 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 194.05 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS WEST, A DISTANCE OF 151.64 FEET; THENCE NORTH 34 DEGREES 34 MINUTES 28 SECONDS WEST, A DISTANCE OF 291.58 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKETON AVENUE, A DISTANCE OF 285.08 FEET TO THE POINT OF BEGINNING.

1009189_2

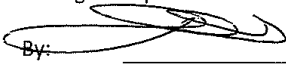
LANDLORD:

AFP REAL ESTATE, LLC, a Michigan limited liability company

By: 
Name: Bill Dodd
Its: DWR

TENANT:

AMERICAN FABRICATED PRODUCTS, INC., a Michigan corporation

By: 
Name: Russell Bologna
Its: CEO

COMPANY: AMERICAN FAB

DATE: 3-Jun

ADDRESS: 16910 148th Ave. Spring Lake, MI 49456

CONTACTS: Andrew Blankenship
Russ GolemboPHONE: 313-712-6600
PHONE: 616-485-8899EMAIL: ablankenship@american-fab.com
EMAIL: rsgolembo@american-fab.com

TOTAL EMPLOYEES: 27

JOB CLASSIFICATION	HISPANIC OR LATINO		MALE						FEMALE						TOTALS
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	ASIAN	NATIVE HAWAIIAN/ PACIFIC ISLANDER	AMERICAN INDIAN/ ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	ASIAN	NATIVE HAWAIIAN/ PACIFIC ISLANDER	AMERICAN INDIAN/ ALASKAN NATIVE	TWO OR MORE RACES	
Office Employee			6						1						7
Production Employee	1		19												20

Total # Total %

Total Caucasian	26	96%
Total Minorities	1	4%
Male	26	96%
Female	1	4%
Totals:		

Letter of Intent: Equal Employment Opportunity and Inclusive Workforce Development

AMERICAN FAB reaffirms its ongoing commitment to the principles of equal opportunity, diversity, equity, and inclusion. In alignment with the intent of applicable executive orders and the City of Muskegon's Equity and Inclusion goals, we will continue to partner with the City's Equal Employment Opportunity (EEO) Director and the Development Services Department to review, maintain, and strengthen our Equal Employment Opportunity policies and practices.

Our Commitment

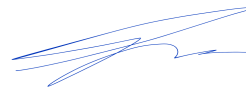
It remains the policy of AMERICAN FAB to provide equal employment opportunities based solely on merit, qualifications, and business need—without discrimination based on race, color, religion, sex, national origin, age, disability, weight, height, veteran status, marital status, sexual orientation, or gender identity.

We are committed to advancing workforce diversity and will continue to evaluate our internal metrics as we work toward the City's goals of achieving 14% minority and 6.9% female representation in our workforce.

AMERICAN FAB is dedicated to identifying and eliminating systemic barriers that may prevent underrepresented groups from fully participating in our employment processes. We will continue to source, recruit, and engage talent from the greater Muskegon community, and we will prioritize the intentional inclusion of minority and women candidates who meet the minimum qualifications for open positions.

As part of our ongoing efforts, AMERICAN FAB will follow up in one year to assess progress toward these goals and to identify areas of improvement, ensuring accountability and continued alignment with our commitments.

This policy and our commitment to it are hereby reaffirmed by:



Russell S Golemba, Vice President
American Fabricated Products
June 4, 2026



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 25, 2026	Title: Approval of Minutes																				
Submitted by: Ann Meisch, City Clerk	Department: City Clerk																				
Brief Summary: To approve minutes of the August 10, 2026, Commission Worksession Meeting and the August 11, 2026, City Commission Meeting.																					
Detailed Summary & Background:																					
Goal/Action Item:																					
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																					
Amount Requested:			Budgeted Item:																		
			Yes		No		N/A	X													
Fund(s) or Account(s):			Budget Amendment Needed:																		
			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			Name the Policy/Ordinance Followed:			
			Immediate Division Head																		
			Information Technology																		
			Other Division Heads																		
			Communication																		
			Legal Review																		

CITY OF MUSKEGON

CITY COMMISSION WORKSESSION

August 10, 2026 @ 5:30 PM

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

MINUTES

The Commission Worksession Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Monday, August 10, 2026.

Present: Mayor Ken Johnson, Commissioners Kiley Jackson, Jay Kilgo, and Rebecca St. Clair, City Manager Jonathan Seyferth, and Deputy City Clerk Linda Potter

Absent: Vice Mayor Destinee Keener, Commissioners Katrina Kochin, and Willie German, Jr.

2026-55 NEW BUSINESS

A. Muskegon Area Parks and Greenway Coalition Presentation
Manager's Office

Aaron Bodbyl-Mast gave an overview and answered questions.

B. Community Engagement Updates Community Engagement

Community Engagement Manager Deborah Santiago-Sweet gave an update on the Grocery Study Analysis, Recreation Survey, Western Ave. Phase Two, Strategic Community Plan, and Waterfront Community Park.

PUBLIC COMMENT

Public comments received.

ADJOURNMENT

The Commission Worksession Meeting adjourned at 6:40 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

August 11, 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, August 11, 2026. Mayor Johnson opened the meeting with a moment of silence, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

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

Absent: Commissioner Willie German, Jr.

2026-56 HONORS, AWARDS, AND PRESENTATIONS

A. HBCU Club of Muskegon Manager's Office

Tarra Carson, HBCU Club of Muskegon, updated Commission on the many college bound students. She thanked the City for their support.

B. New Employee Introduction Finance

Finance Director Ken Grant introduced Mark Mayo, the new Finance Manager.

2026-57 PUBLIC HEARINGS

A. Neighborhood Enterprise Certificate - 450 Orchard Ave Economic Development

Staff is requesting the approval of a Neighborhood Enterprise Zone (NEZ) certificate for 15 years for a new construction home at 450 Orchard Ave. Helms Group, LLC has submitted an application for a Neighborhood Enterprise Zone (NEZ) certificate for the construction of a new single-family home at 450 Orchard Avenue. The proposed one will feature three bedrooms and two bathrooms and is located within an existing NEZ District. The estimated project cost is \$165,000. Commissioners may recognize this address from a previous NEZ

application. In 2025, the property consisted of two separate parcels that were proposed for development by a different developer. Since that time, the parcels have been combined into a single parcel addressed as 450 Orchard Avenue. The previous proposal did not move forward, and no NEZ certificate was issued. This application is a new request for the current development proposal.

The NEZ act provides for the development and rehabilitation of residential housing located within eligible communities. Approval of this application would grant the future property owner a tax abatement that reduced property taxes by approximately 50% for up to 15 years.

STAFF RECOMMENDATION: I move to close the public hearing and approve a Neighborhood Enterprise Zone (NEZ) certificate for 15 years at 450 Orchard Avenue and authorize the City Clerk and Mayor to sign the application and resolution.

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

Motion by Commissioner Kochin, second by Commissioner Kilgo, to close the public hearing and approve a Neighborhood Enterprise Zone (NEZ) certificate for 15 years at 450 Orchard Avenue and authorize the City Clerk and Mayor to sign the application and resolution.

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

MOTION PASSES

B. Neighborhood Enterprise Certificate - 554 Agnes St. Economic Development

Staff is requesting the approval of a Neighborhood Enterprise Zone certificate for 15 years for a new construction home at 554 Agnes Street.

Stephens Homes and Investments has submitted an application for a Neighborhood Enterprise Zone certificate for the construction of a new single-family home at 554 Agnes Street. This home will feature two bedrooms and 2 bathrooms. The estimated project cost is \$195,000. The NEZ act provides for the development and rehabilitation of residential housing located within eligible communities. Approval of this application would grant the future property owner a tax abatement that reduces property taxes by approximately 50% for up to 15 years.

STAFF RECOMMENDATION: I move to close the public hearing and approve a Neighborhood Enterprise Zone (NEZ) certificate for 15 years at 554 Agnes Street and authorize the City Clerk and Mayor to sign the application and resolution. The Public Hearing opened to hear and consider any comments from the

public. No public comments were made.

Motion by Commissioner Kilgo, second by Vice Mayor Keener, to close the public hearing and approve a Neighborhood Enterprise Zone (NEZ) certificate for 15 years at 554 Agnes Street and authorize the City Clerk and Mayor to sign the application and resolution.

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

MOTION PASSES

C. Request to establish a Plant Rehabilitation District at 331 W. Laketon Ave. Economic Development

At the request of the Michigan Department of Treasury, the City of Muskegon is seeking to establish a Plant Rehabilitation District, rather than an Industrial Development District, for American Fabricated Products, Inc. located at 331 W. Laketon Avenue, in accordance with Public Act 198 of 1974, as amended. American Fabricated Products, currently located at 16910 148th Avenue, Spring Lake, MI, is relocating its operations to the City of Muskegon and is requesting the district designation to support its planned rehabilitation of the facility.

On April 14, 2026, the City Commission approved the establishment of an Industrial Development District (IDD) for American Fabricated Products, Inc. at 331 W. Laketon Avenue. Subsequently, on June 9, 2026, the City Commission approved an Industrial Facilities Exemption (IFT) Certificate for the project. After the application and supporting documentation were submitted to the Michigan Department of Treasury, the City was informed that a Plant Rehabilitation District (PRD) should have been established instead of an Industrial Development District. Because American Fab purchased an existing facility and is rehabilitating the building, the project qualifies as a rehabilitation project under Public Act 198 of 1974, as amended.

American Fab purchased the facility in 2025 and plans to relocate all of its business operations to 331 W. Laketon Avenue. The company is making significant capital investments to rehabilitate the existing facility and anticipates creating additional jobs as part of the expansion.

Under Public Act 198 of 1974, as amended, the establishment of a Plant Rehabilitation District is a required prerequisite to the issuance of an Industrial Facilities Exemption (IFT) Certificate for rehabilitation projects. Approval of the Plant Rehabilitation District will ensure the project complies with State statutory requirements. Following approval of the district, City staff will present an updated resolution for the Industrial Facilities Exemption Certificate at the August 25, 2026, City Commission meeting.

STAFF RECOMMENDATION: I move to close the public hearing and approve the

resolution establishing a Plant Rehabilitation District at 331 W. Laketon Ave., and authorize the Mayor and City Clerk to sign.

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

Motion by Vice Mayor Keener, second by Commissioner St.Clair, to close the public hearing and approve the resolution establishing a Plant Rehabilitation District at 331 W. Laketon Ave., and authorize the Mayor and City Clerk to sign.

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

MOTION PASSES

PUBLIC COMMENT ON AGENDA ITEMS

No public comments were made.

2026-58 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the July 14, 2026, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

C. Tax-Exempt Lease Purchase Financing Public Works

Staff requests authorization to enter into a 20-year Tax-Exempt Lease Purchase (TELP) financing arrangement with Capital One Public Funding, LLC in the amount of \$44,627,883.24 at a 4.73% interest rate with the first payment occurring in October 1, 2027, including adopting the authorizing resolution. With the assistance of Johnson Controls, Inc. (JCI), the City solicited TELP proposals and received 2 conforming proposals, from Capital One Public Funding (Capital One) and Huntington National Bank. After consulting with JCI and Capital One, the staff recommends Capital One's proposal. The financing will fund the Energy Performance Contract (EPC) approved by the Commission at its May 26, 2026, regular meeting.

Capital One's 20-year proposal includes a 4.73% annual interest rate, paid in two installments (April and October), with a first payment of October 1, 2027, (next fiscal year). The principal payments vary according to the expected savings levels in each year generated by the EPC. The financing documents have been reviewed by the City attorney. The loan closing is anticipated to occur on August 14th.

The payments on the TELP will come from multiple City funds, including the general fund, road fund(s), water and sewer funds, equipment fund, as well as small amounts from the engineering and marina funds. Each fund is responsible for the scope items in the EPC, and each fund's share of the TELP payments will be based on the amount of EPC scope items benefiting that fund

that were integral to the Commission's approval of the EPC. The payments will be budgeted in future fiscal years, beginning next fiscal year (FY 2027-28). The City is the only party to the financing. JCI will submit progress payment requests throughout the life of the EPC, and if approved by the City, the City will draw down TELP funds to pay the associated invoices to JCI. The financing is secured by the equipment the City will own associated with the EPC. This is the final step in the EPC process, and construction of various components - including the meter replacements - will begin in August if approved.

STAFF RECOMMENDATION: Move to authorize staff to enter into a 20-year Tax-Exempt Lease Purchase (TELP) financing arrangement with Capital One Public Funding, LLC in the amount of \$44,627,883.24 at a 4.73% interest rate with the first payment occurring on October 1, 2027, and to adopt the authorizing resolution.

D. Amendment to the Planned Unit Development at 1740 E. Sherman Blvd. - Dunkin Donuts Planning

Request to amend the Planned Unit Development (PUD) at 1740 E. Sherman Blvd. for a new drive-thru restaurant building.

This Planned Unit Development was originally approved for retail and restaurant uses. It initially contained only the strip mall, but eventually individual out-lots were approved through the PUD amendment process. The PUD was amended in 2022 to allow for a building (located in the same area of the development) that would contain a coffee shop and oil change businesses, but the development never came to fruition.

This request includes the addition of a 2,110 sf building that will host a Dunkin' Donuts, which will be placed within its own new, one-acre parcel with a separate address from the rest of the development.

The drive-thru will be located on the south side of the parcel. There is adequate space to stack cars in the drive-thru with enough room for nine vehicles. There are 23 parking spaces proposed onsite.

The plan includes a landscaping plan with a variety of trees and shrubs and a photometric plan with downward-facing, 100% cutoff lighting.

The Planning Commission unanimously (6-0, 3 members absent) recommended approval of the PUD amendment.

STAFF RECOMMENDATION: I move the request to amend the Planned Unit Development at 1740 E. Sherman Blvd. be approved.

E. Gaming License Request from Muskegon Junior Jacks Hockey Association Inc./Lakeshore Youth Hockey Organization City Clerk

Lakeshore Youth Hockey Organization 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.

STAFF RECOMMENDATION: To approve the resolution.

F. Certification of MERS Representative Finance

Assigning Delegates for MERS Conference. The MERS plan document provides that "the governing body for each municipality shall certify the names of (2) delegates to the Annual meeting. One delegate shall be a member who is an officer of the municipality appointed by the governing body of the municipality. The other delegate shall be a member who is not an officer of the municipality, elected by the municipal officers/employees of the municipality." The City's employee units previously agreed to a rotating system (based on the date of joining MERS) to select one official employee representative. This year, the official employee representative attending the MERS conference will be Andrea Robinson from the Clerical Union.

The Officer Delegate will be Kenneth Grant, Finance Director, this year.

STAFF RECOMMENDATION: To approve Kenneth Grant (Finance Director) as designated delegate to MERS Conference and to make Andrea Robinson employee representative.

G. Equipment Division: F-250 Purchase for Fire Department Public Works

Staff requests authorization to purchase a 2027 F-250 from Gorno Ford for \$52,161.00. The equipment division is requesting to replace the existing F-250 the Fire Department uses for the Battalion Chief vehicle. This pickup is used by the on-duty Battalion Chief, and it is also used for plowing snow at all fire stations. The current vehicle is a 2017 F-250 and will be 10 years old by the time this replacement is ready. Being the sole plow vehicle for the fire stations, reliability is very important. The F-250 is required to meet the needs of a plow vehicle. As of now, there is no hybrid or electric vehicle option available that meets the requirements for this vehicle. The F-250 would be purchased from Gorno Ford for a total cost of \$52,161.00. Gorno Ford has been awarded the MiDeal contract for purchasing Fords in the State of Michigan. MiDeal is the State of Michigan extended purchasing program that allows local governments, schools, and non-profits to buy goods and services using the State contract.

STAFF RECOMMENDATION: Move to authorize staff to purchase a 2027 F-250 from Gorno Ford for \$52,161.00

H. Gametime Grant - McGraft Park Playground DPW- Parks

Staff is seeking authorization to enter into a contract with Sinclair Recreation for the purchase of a new playground at McGraft Park for \$179,998.

McGrath Park was identified for a new playground as part of the City's 2024 Parks Master Plan update. The Master Plan process included extensive community engagement and identified more than 50 capital improvement projects for the City's parks system. As part of the playground selection process for McGrath Park, the Parks Department sought additional community input through an online survey and an in-person engagement opportunity this spring. The feedback indicated a strong preference for climbing and hanging play elements, while also emphasizing the importance of slides and inclusive play

opportunities. Staff worked with Sinclair Recreation through several playground designs to develop a layout that best reflected the community's preferences while adhering to the play elements required for the grant. The renderings illustrate the proposed playground and its various play features.

Staff applied for and was selected to participate in a statewide playground funding opportunity through a partnership between the Michigan Recreation and Park Association (mParks) and GameTime, represented locally by Sinclair Recreation. The program provides a 50% discount on eligible playground equipment and materials that incorporate certain play elements. The original cost of the proposed playground equipment and materials is \$268,055.22.

Through the GameTime/mParks funding opportunity, the City will receive approximately \$92,000 in discounts, reducing the total cost to \$179,998. This represents a significant cost savings to the City while allowing McGraft Park to receive a new, community-supported playground consistent with the priorities identified in the Parks Master Plan.

STAFF RECOMMENDATION: Move to authorize staff to enter into a contract with Sinclair Recreation for the purchase of a new playground at McGraft Park for \$179,998.

I. McGraft Park Pickleball / Tennis Courts Contract Amendment DPW-Parks

Staff requests approval to sign an amendment to Midwest Construction Group's contract in the amount of \$64,803 for the addition of fencing around the two renovated tennis courts at McGraft Park.

The McGraft Park Improvements project originally included the construction of eight new pickleball courts. During the project, staff identified an opportunity to also renovate the two existing tennis courts. That additional work was subsequently approved through a prior contract amendment and includes resurfacing and repainting the courts, as well as new tennis nets and posts.

With the tennis courts now being renovated as part of the project, staff identified an opportunity to also replace the existing fencing around the courts.

The proposed amendment will provide approximately 460 linear feet of new black vinyl-coated chain-link fencing, including approximately 350 feet of 10-foot-high fencing and 110 feet of 4-foot-high fencing. The work will also include a 4-foot walk gate and a 10-foot double drive gate. The fencing will be installed by Executive Fence & Gate through Midwest Construction Group.

The fencing was not included in the original project scope because the tennis court renovations were not originally part of the project. Now that the courts are being resurfaced, completing the fencing at the same time will allow the City to address the courts and surrounding infrastructure as one coordinated improvement rather than requiring a separate future construction project and associated mobilization costs. It will also provide a consistent, high-quality appearance throughout the renovated tennis and pickleball complex. The extra funding for this project is made possible by current park projects coming in under the estimated costs via the public bid.

STAFF RECOMMENDATION: Authorize staff to approve a contract amendment with Midwest Construction Group in the amount of \$64,803 for the addition of fencing around the two tennis courts at McGraft Park.

L. Contract for Housing Tax Exemption, Trinity Village Economic Development

The counsel for the affordable housing developer that is acquiring Trinity Village made a clerical error in previously approved documents, and a new PILOT must be passed to preserve affordability at the site.

In 2019, MSHDA foreclosed on Trinity Village Apartments on Valley Street due to nonpayment of various debts and liabilities, including two outstanding mortgages. MSHDA took possession of the properties and has managed them since, making several capital improvements. They have been seeking an investor since then, and we are pleased that Will Fox of Fox Property Group has acquired the site with the intent to continue it as an affordable housing complex. The units will all target 50-60% AMI tenants, and it is anticipated that there will be no displacement of the existing tenant base.

The documents have been reviewed by the City Attorney as well as Mr. Fox's counsel, they utilize the new language we recently added to the code of ordinances to make extensions of PILOT's easier under the workforce housing MSHDA Act amendment. However, these documents reflect a more traditional Contract for Housing Exemption rather than modeling after the workforce PILOT documents we have seen with scattered site projects. The PILOT rate is lower, but for a longer affordability period.

STAFF RECOMMENDATION: Motion to approve the Contract for Housing Tax Exemption and to authorize the Mayor and Clerk to sign.

M. Municipal Services Agreement - Trinity Village Economic Development

A Municipal Services Agreement is proposed for Trinity Village at 2% of shelter rents in order to defray the costs to the City for public services.

In 2019, MSHDA foreclosed on Trinity Village Apartments on Valley Street due to nonpayment of various debts and liabilities, including two outstanding mortgages. MSHDA took possession of the properties and has managed them since, making several capital improvements. They have been seeking an investor since then, and we are pleased that Will Fox of Fox Property Group has acquired the site with the intent to continue it as an affordable housing complex. The units will all target 50-60% AMI tenants, and it is anticipated that there will be no displacement of the existing tenant base.

The documents have been reviewed by the City Attorney as well as Mr. Fox's counsel, they utilize the new language we recently added to the code of ordinances to make extensions of PILOT's easier under the workforce housing MSHDA Act amendment. The 2% of shelter rents in the Municipal Services Agreement differs from the PILOT payment in that the total amount stays with the City to defray the cost of public service delivery to the development, as opposed to the PILOT payment which gets split between the taxing jurisdictions.

STAFF RECOMMENDATION: Motion to approve the Municipal Services Agreement as presented and to authorize the Mayor and Clerk to sign.

N. Approve Community Relations Committee Recommendations City Clerk

Approve the recommendations from the August 10, 2026, CRC Meeting.

STAFF RECOMMENDATION: Approve the CRC recommendations for board and committee appointments.

Motion by Commissioner St.Clair, second by Commissioner Kilgo, to adopt the Consent Agenda as presented minus Items B, J, and K.

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

MOTION PASSES

2026-59 ITEMS REMOVED FROM THE CONSENT AGENDA

B. Amendment to City Acquired Property Purchase Agreement - Third Street Parcel Manager's Office

Prior to the City closing on the fee simple ownership of 3.12 acres at 560 Mart St., revisions to the City Acquired Property Purchase Agreement are necessary to satisfy notice of property transfer requirements between the current property owner, West Michigan Dock & Market Corp (WMD), DTE and EGLE.

The City recently became aware of property transfer notice requirements in a Recorded Restrictive Covenant and Access Settlement Agreement by the property owner of 560 St. Mart St, West Michigan Dock & Market Corp.(WMD). The Access Settlement Agreement requires WMD to provide DTE with notice of any transfer of interest at least 14 days prior to finalizing an agreement to purchase. Additionally, the Access Settlement Agreement requires that the purchase agreement includes reference to and relies upon the Access Settlement Agreement. The Restrictive Covenant also requires WMD to provide EGLE with notice of its intent to transfer any interest in the Premises at least 14 days prior to closing on the property and requires that specific language be included in the Purchase Agreement. Amendments to the original Real Estate Purchase Agreement will satisfy this notice requirement, thereby allowing the City to close on the 3.12 acre parcel. Additional technical changes are also included in the Purchase Agreement.

STAFF RECOMMENDATION: I move to approve the amendment made to the City Acquired Property Purchase Agreement, and authorize the Mayor and Clerk to sign.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to approve the amendment made to the City Acquired Property Purchase Agreement, and authorize the Mayor and Clerk to sign.

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

Nays: None

MOTION PASSES

J. Kruse Park Boardwalk Contract Amendment DPW- Parks

This proposed contract amendment with Midwest Construction Group's project, Kruse Park ADA ramp restoration, would authorize an additional \$62,633 to replace the existing boardwalk approach at Kruse Park.

Earlier this year, the City awarded Midwest Construction Group, Inc. the contract to construct a new ADA-accessible beach ramp at Kruse Park as part of the City's ongoing efforts to improve accessibility to Lake Michigan.

As construction progressed, staff observed that the existing boardwalk sections connecting pedestrians to the new ADA ramp are frequently covered by migrating sand dunes. While the new ramp itself meets ADA standards, these existing approaches would continue to create accessibility barriers, limiting the effectiveness of the overall project.

Rather than constructing entirely new pathways, Midwest Construction Group proposed replacing the existing boardwalk approach sections while incorporating retaining walls and dune restoration measures to better protect the improvements from future sand movement. Completing this work concurrently with the existing project minimizes mobilization costs, maintains construction continuity, and provides a fully accessible route to the beach upon project completion.

The proposed contract amendment with Midwest Construction Group, Inc. would authorize an additional \$62,633 to replace the existing boardwalk approach leading to the new ADA beach access ramp currently under construction at Kruse Park. During construction, it was identified that the existing approach boardwalks have become partially buried by shifting sand dunes, creating barriers for wheelchair users attempting to access the new ADA-compliant beach ramp.

The proposed work includes excavating sand that has encroached onto the existing boardwalks, replacing deteriorated decking, posts, joists, and framing, constructing retaining walls to help stabilize the dunes and reduce future sand movement, and restoring disturbed dune grass following construction. This work was not included in the original contract but is recommended as the most cost-effective solution to provide a continuous accessible route from the parking area to the beach.

This part of the project is subject to additional EGLE permitting and will not proceed until approval is received.

Both Park change orders being addressed this Commission Meeting are feasible due to recent public bids being slightly below estimated project costs.

STAFF RECOMMENDATION: Authorize staff to approve the change order with Midwest Construction Group in the amount of \$62,633 for replacement of the existing boardwalk approach section related to Kruse Park beach access improvements, pending EGLE approval.

Motion by Commissioner Kochin, second by Vice Mayor Keener, to authorize staff to approve the change order with Midwest Construction Group in the amount of \$62,633 for replacement of the existing boardwalk approach section related to Kruse Park beach access improvements, pending EGLE approval.

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

Nays: None

MOTION PASSES

K. Polling Location Change of DPW City Clerk

The Department of Public Works will be under construction for the next year or so. For the comfort of our voters, we have spoken to First Wesleyan Church at 1040 E. Forest Avenue, Muskegon, MI. They graciously indicated they would host a precinct in their community building during the construction period. The church is located in the same ward as DPW. We would pay a \$500 fee for the use of the building for each Election - the same as we currently pay for the use of any church space for Elections. A new voter registration card and letter would be mailed to each voter in the affected area. This would take place beginning with the November General Election.

STAFF RECOMMENDATION: Approve the relocation of precinct 5 from DPW to Wesleyan Church.

Motion by Commissioner Kochin, second by Vice Mayor Keener, to approve the relocation of precinct 5 from DPW to Wesleyan Church.

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

Nays: None

MOTION PASSES

2026-60 NEW BUSINESS

A. Designation of Voting Delegates for the Michigan Municipal League Annual Business Meeting City Clerk

To designate, by action of the Commission, one of our officials who will be in attendance at the Convention as an official representative to cast the vote of

the municipality at the Annual Meeting; and, if possible, to designate one other official to serve as an alternate.

STAFF RECOMMENDATION: To appoint an official representative and alternate representative to be in attendance and to cast the vote of the municipality at the Annual Business Meeting of the Michigan Municipal League Convention.

Motion by Commissioner Kilgo, second by Commissioner Jackson, to appoint Mayor Johnson as the official representative and Vice Mayor Keener as the alternate representative to be in attendance and to cast the vote of the municipality at the Annual Business Meeting of the Michigan Municipal League Convention.

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

MOTION PASSES

ANY OTHER BUSINESS

Mayor Johnson thanked City Clerk Ann Marie Meisch and the Clerk's Office for running another successful election and for going above and beyond in service to our community.

Commissioner Kilgo reminded everyone that since Apple Avenue is closed from Creston to Getty and beyond to not speed down side streets.

City Manager Jonathan Seyferth thanked Officer Herrera for sitting in with us today. He is also our Middle School SRO.

GENERAL PUBLIC COMMENT

Public comments received.

ADJOURNMENT

The City Commission meeting adjourned at 6:25 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 25, 2026	Title: Imprivata Purchase									
Submitted by: Timothy Kozal, Public Safety Director	Department: Public Safety									
Brief Summary: Purchase Imprivata as required by CJIS for computer security										
Detailed Summary & Background: Imprivata is currently being utilized within Public Safety for security purposes for in-car laptops. All Public Safety LEIN (Law Enforcement Information Network) use/sign on and dissemination is governed by CJIS (Criminal Justice Information System). CJIS is requiring all users of any device that may contain CJIS information to implement a two-factor authentication system by the end of 2026. Every user within the Police Department will be required to use the two-factor authentication when accessing any computer within Public Safety.										
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: \$65,779.53	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;">X</td> <td style="width: 15%;">No</td> <td style="width: 10%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes	X	No		N/A				
Yes	X	No		N/A						
Fund(s) or Account(s): 101-301-980	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: 10%;"></td> <td style="width: 15%;">No</td> <td style="width: 10%;">X</td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes		No	X	N/A				
Yes		No	X	N/A						
Recommended Motion: Motion to approve the purchase of the Imprivata software										
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 style="text-align: center;">x</td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	x		Information Technology	x		Other Division Heads			Name the Policy/Ordinance Followed:
Immediate Division Head	x									
Information Technology	x									
Other Division Heads										

Communication			
Legal Review			



Imprivata

Budgetary Proposal # 029677

Prepared for:

City Of Muskegon

Jason Boes
jason.boes@shorelinecity.com

Prepared by:

Sentinel Technologies, Inc

Patrick Elkins
pelkins@sentinel.com

Appendix A

-

This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City Of Muskegon with principal offices at 933 Terrace St Muskegon, MI 49440-1348.

Hardware/Software Only

-

Hardware/Software only purchase of items listed in the Pricing Summary. No installation or professional services provided.

Imprivata

Product Description	Qty	Price	Ext. Price
Initial Term: 36 Months Requested Start Date: 12/31/2025 Billing Model: Annual Renewal Term: Requote			
Payment Schedule Year 1: \$41,004.41 Year 2: \$12,387.56 Year 3: \$12,387.56			
<i>Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.</i>			
License: Imprivata Enterprise Access Management with multifactor authentication (MFA) Premium V Support	90	\$67.44	\$6,069.60
License: Imprivata Enterprise Access Management with single sign-on and authentication management Premium V Support	90	\$233.96	\$21,056.40
License: Imprivata Enterprise Access Management with self-service password reset Premium V Support	90	\$21.10	\$1,899.00
Imprivata Virtual Appliance (4th Generation)	2	\$4,068.84	\$8,137.68
Services: Services - Remote, Hourly	66	\$344.40	\$22,730.40
Hardware: Proximity USB Reader - HID	45	\$130.81	\$5,886.45
Subtotal:			\$65,779.53

Imprivata

Prepared by:

Sentinel Technologies, Inc

Patrick Elkins

pelkins@sentinel.com

Prepared for:

City Of Muskegon

933 Terrace St

Muskegon, MI 49440-1348

Jason Boes

+12317243345

jason.boes@shorelinecity.com

Contract Information:

Budgetary Proposal # 029677

Version: 3

Delivery Date: 07/22/2026

Expiration Date: 07/31/2026

Quote Summary

Description	Amount
Imprivata	\$65,779.53
Total: \$65,779.53	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

Terms and Conditions

By signing below, Customer agrees that the products and services being purchased through this contract are subject to the Sentinel Technologies Terms and Conditions, as applicable, located at <https://sentinel.com/Terms-and-Conditions> unless expressly provided herein or otherwise addressed in a separate Agreement between the parties.

Invoice Terms

Hardware: Upon Shipment



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 25, 2026	Title: Sale of 213 Amity, 874 Scott, 881 Scott, 641 Glen, 216 Yuba, 252 Yuba, and 509 McLaren to CSM Properties of West MI.							
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning							
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lots at 213 Amity, 874 Scott, 881 Scott, 641 Glen, 216 Yuba, 252 Yuba, and 509 McLaren to CSM PROPERTIES OF WEST MICHIGAN, LLC (Chris McAuley).								
Detailed Summary & Background: CSM PROPERTIES OF WEST MICHIGAN, LLC (Chris McAuley) would like to purchase the City-owned buildable lots at 213 Amity, 874 Scott, 881 Scott, 641 Glen, 216 Yuba, 252 Yuba, and 509 McLaren to build single family homes. 252 Yuba will be split into two buildable lots, 216 Yuba will be split into three buildable lots, and 509 McLaren will be split into six buildable lots for a total of 15 single-family homes. The purchase price will be \$34,875 (75% of the True Cash Value of \$46,500).								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 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): N/A	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 authorize the Code Coordinator to complete the sale of 213 Amity, 874 Scott, 881 Scott, 641 Glen, 216 Yuba, 252 Yuba, and 509 McLaren, as described in the attached purchase agreement and to have the Mayor and Clerk sign the purchase agreement.								
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 30%;"></td> </tr> </table>	Immediate Division Head	x		Name the Policy/Ordinance Followed: Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential Property				
Immediate Division Head	x							

Information Technology			
Other Division Heads	x		
Communication			
Legal Review			

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **August 25, 2026** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **CSM PROPERTIES OF WEST MICHIGAN, LLC**, a Michigan limited liability company, of P.O. BOX 1811, Holland, MI, 49422, (“Developer”), with reference to the following facts:

Background

A. City is the owner of seven (7) buildable lots, being 213 Amity, 874 Scott, 881 Scott, 641 Glen, 216 Yuba, 252 Yuba, and 509 McLaren, more specifically described in attached **Exhibit A**. Prior to closing, City shall split one or more of the lots into fifteen (15) lots, more specifically described in attached Exhibit B.

B. Developer proposes to purchase and develop the fifteen (15) vacant lots owned by City, which are all located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit B** (each property individually, a “Parcel” and collectively “Project Properties”).

C. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Properties. Developer intends to develop on each of the Project Properties a single-family house (the “Project”).

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

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

2. **Purchase Price.** The total purchase price for the Project Property shall be **\$34,875.00**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the \$1000 deposit that the Developer has paid to the City of Muskegon.

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

3. Construction and Development Requirements.

a. **Construction Dates.** The parties acknowledge and agree that Developer shall have a period of twenty-four (24) months from the date of Closing to complete the Project (“Construction Period”), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

b. **Construction Details; Purchase Price Reimbursement.** Developer’s construction and development of the Project Property, including single-family homes, duplexes, triplexes, and

accessory dwelling units, shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of 80% of the purchase price for the Project Property upon Developer's completion of construction for each single-family home, duplex, triplex, and accessory dwelling unit on the Project Property.

4. **Right of Reversion.** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a single-family house on each of the Project Properties, the quit claim deed conveying the Project Properties to Developer shall contain a right of reversion in all of the Project Properties ("City's Reversionary Right"), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

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

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

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to the Project Property, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to the Project Property, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

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

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

cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project Property (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

6. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to the Project Properties. If objection to the title is made, City shall have seven (7) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

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

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Property, and Buyer or its surveyor or other agents may enter any of the Project Property for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project Property and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option of affecting a remedy within seven (7) days after disclosure, or terminate this Agreement. Developer may elect to purchase the Project Property subject to said encroachment or variation.

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

10. **Condition of Project Property.** City and Developer acknowledge and agree that the Parcel in the Project Property is being sold and delivered "AS IS", "WHERE IS" in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value,

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

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

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

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

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

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

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

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

13. **Default.**

a. **By Developer.** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not

cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within ten (10) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

14. **Closing.**

a. **Date of Closing.** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than 60 days from the City Commission's approval of the sale ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

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

c. **Deliveries.** At Closing, City shall deliver a quit claim deed for the Project Properties and Developer shall pay the purchase price. The quit claim deed to be delivered by City at closing shall include the City Right of Reversion described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

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

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

Notices shall be sent to the parties as follows:

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

To Developer: **CSM PROPERTIES OF WEST MICHIGAN, LLC**
P.O. BOX 1811
Holland, MI, 49422
Email: chris@chrismcauley.com

17. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

DEVELOPER:

CITY OF MUSKEGON

CSM PROPERTIES OF WEST MICHIGAN, LLC

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

By: _____
Name: Chris McAuley
Dated: _____

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

Exhibit A

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 7 AND WEST 28 FEET LOT 5 BLK 209 EXC OLD CSX RR/RW
Address: 213 AMITY AVE, MUSKEGON, MI 49442
Parcel #: 61-24-205-209-0005-01
Price: \$6,750.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 50 FT OF W 110 FT LOT 19 BLK 49
Address: 874 SCOTT ST, MUSKEGON, MI 49442
Parcel #: 61-24-205-049-0019-70
Price: \$5,250.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 42 FT LOT 15 & S 1/2 LOT 16 BLK 47
Address: 881 SCOTT ST, MUSKEGON, MI 49442
Parcel #: 61-24-205-047-0015-00
Price: \$3,375.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SUB DIVISION OF PART OF BLK 34 LOT 11
Address: 641 GLEN CT, MUSKEGON, MI 49442
Parcel #: 61-24-767-000-0011-00
Price: \$3,750.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 1 & N 1/2 LOT 2 BLK 129
Address: 216 YUBA ST, MUSKEGON, MI 49442
Parcel #: 61-24-205-129-0001-00
Price: \$4,875.00
(TO BE SPLIT INTO THREE BUILD-ABLE LOTS)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 & S 1/2 LOT 2 BLK 129
Address: 252 YUBA ST, MUSKEGON, MI 49442
Parcel #: 61-24-205-129-0003-00
Price: \$4,875.00
(TO BE SPLIT INTO TWO BUILD-ABLE LOTS)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3, 4 & 5 BLK 20
Address: 509 MCLAREN ST, MUSKEGON, MI 49442
Parcel #: 61-24-205-020-0003-00
Price: \$6,000.00
(TO BE SPLIT INTO SIX BUILD-ABLE LOTS)

Exhibit B

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 7 AND WEST 28 FEET LOT 5 BLK 209 EXC OLD CSX RR/RW
Address: 213 AMITY AVE, MUSKEGON, MI 49442
Parcel #: 61-24-205-209-0005-01
Price: \$6,750.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 50 FT OF W 110 FT LOT 19 BLK 49
Address: 874 SCOTT ST, MUSKEGON, MI 49442
Parcel #: 61-24-205-049-0019-70
Price: \$5,250.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 42 FT LOT 15 & S 1/2 LOT 16 BLK 47
Address: 881 SCOTT ST, MUSKEGON, MI 49442
Parcel #: 61-24-205-047-0015-00
Price: \$3,375.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SUB DIVISION OF PART OF BLK 34 LOT 11
Address: 641 GLEN CT, MUSKEGON, MI 49442
Parcel #: 61-24-767-000-0011-00
Price: \$3,750.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 1 & N 1/2 LOT 2 BLK 129
Address: 216 YUBA ST, MUSKEGON, MI 49442
Parcel #: 61-24-205-129-0001-00 (ORIGINAL PARENT PARCEL# - WILL CHANGE AFTER SPLIT)
Price: \$1,625.00
(1ST OF 3 LOTS OF 216 YUBA AFTER SPLIT)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 1 & N 1/2 LOT 2 BLK 129
Address: 236 YUBA ST, MUSKEGON, MI 49442
Parcel #: TBD
Price: \$1,625.00
(2ND OF 3 LOTS OF 216 YUBA AFTER SPLIT)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 1 & N 1/2 LOT 2 BLK 129
Address: 239 BUTLER ST, MUSKEGON, MI 49442
Parcel #: TBD
Price: \$1,625.00
(3RD OF 3 LOTS OF 216 YUBA AFTER SPLIT)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 & S 1/2 LOT 2 BLK 129

Address: 252 YUBA ST, MUSKEGON, MI 49442

Parcel #: 61-24-205-129-0003-00 (ORIGINAL PARENT PARCEL# - WILL CHANGE AFTER SPLIT)

Price: \$2,437.50

(1ST OF 2 LOTS OF 252 YUBA AFTER SPLIT)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 & S 1/2 LOT 2 BLK 129

Address: 246 YUBA ST, MUSKEGON, MI 49442

Parcel #: TBD

Price: \$ 2,437.50

(1ST OF 2 LOTS OF 252 YUBA AFTER SPLIT)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3, 4 & 5 BLK 20

Address: 509 MCLAREN ST, MUSKEGON, MI 49442

Parcel #: 61-24-205-020-0003-00 (ORIGINAL PARENT PARCEL# - WILL CHANGE AFTER SPLIT)

Price: \$1,000.00

(1ST OF 6 LOTS OF 509 MCLAREN AFTER SPLIT)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3, 4 & 5 BLK 20

Address: 511 MCLAREN ST, MUSKEGON, MI 49442

Parcel #: TBD

Price: \$1,000.00

(2ND OF 6 LOTS OF 509 MCLAREN AFTER SPLIT)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3, 4 & 5 BLK 20

Address: 513 MCLAREN ST, MUSKEGON, MI 49442

Parcel #: TBD

Price: \$1,000.00

(3RD OF 6 LOTS OF 509 MCLAREN AFTER SPLIT)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3, 4 & 5 BLK 20

Address: 515 MCLAREN ST, MUSKEGON, MI 49442

Parcel #: TBD

Price: \$1,000.00

(4TH OF 6 LOTS OF 509 MCLAREN AFTER SPLIT)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3, 4 & 5 BLK 20

Address: 517 MCLAREN ST, MUSKEGON, MI 49442

Parcel #: TBD

Price: \$1,000.00

(5TH OF 6 LOTS OF 509 MCLAREN AFTER SPLIT)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3, 4 & 5 BLK 20

Address: 519 MCLAREN ST, MUSKEGON, MI 49442

Parcel #: TBD

Price: \$1,000.00

(6TH OF 6 LOTS OF 509 MCLAREN AFTER SPLIT)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 25, 2026	Title: Third Street Wharf Consulting Services																				
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works																				
Brief Summary: Staff seeks authorization to enter into a contract with Progressive Companies in the amount of \$96,621 for design services at Third Street Wharf.																					
Detailed Summary & Background: As contemplated under the Development Agreement between the City and West Michigan Dock & Market Corp. presented to the Commission on November 25, 2025, the City will take possession of property near Muskegon Lake approximately where the extension of Third Street would meet the lake, and has been referred to as Third Street Wharf. A map of the location is included for reference. After several carve-outs, the agreement does provide funding for park-like improvements to the property. Accordingly, staff solicited proposals from design firms to provide conceptual design, community engagement, engineering design and limited construction engineering services related to those improvements. Staff have scored the proposals as shown below, and recommend Progressive Companies. The scoring is a combination of qualifications, project understanding, price, and firm location. The project currently has funds in the City's accounts, but due to uncertain timing was not included in the presented budget, so a budget-neutral amendment (equal revenue and expense) will be made at the next opportunity.																					
<table border="1"><thead><tr><th>Firm</th><th>Score</th></tr></thead><tbody><tr><td>Progressive Companies</td><td>78</td></tr><tr><td>Abonmarche</td><td>76</td></tr><tr><td>Wade Trim</td><td>75</td></tr><tr><td>Fleis & Vandenbrink</td><td>74</td></tr><tr><td>Edgewater Resources</td><td>73</td></tr><tr><td>Ramboll</td><td>70</td></tr><tr><td>Williams & Works</td><td>68</td></tr><tr><td>TowerPinkster</td><td>63</td></tr><tr><td>Hubbell, Roth & Clark</td><td>59</td></tr></tbody></table>		Firm	Score	Progressive Companies	78	Abonmarche	76	Wade Trim	75	Fleis & Vandenbrink	74	Edgewater Resources	73	Ramboll	70	Williams & Works	68	TowerPinkster	63	Hubbell, Roth & Clark	59
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Hubbell, Roth & Clark	59																				

DLZ of Michigan	54
Monument Engineering Group	54
Land & Resource Engineering	51

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:

\$96,621

Budgeted Item:

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

482 (State Grants)

Budget Amendment Needed:

Yes	X	No		N/A		
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Recommended Motion:

Move to authorize staff to enter into a contract with Progressive Companies in the amount of \$96,621 for design services at Third Street Wharf.

Approvals:

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

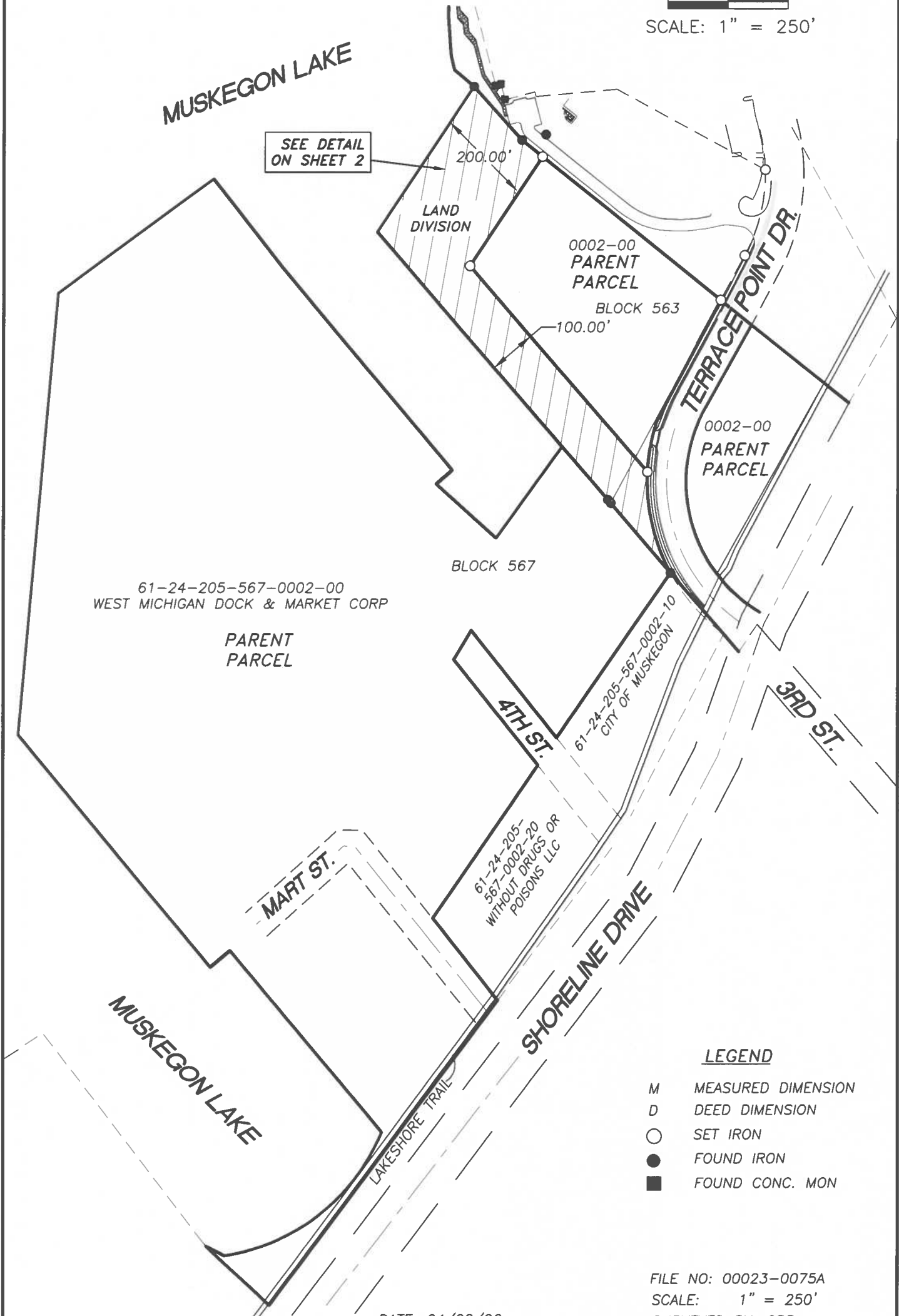
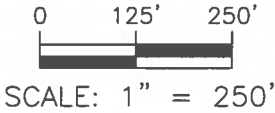
Name the Policy/Ordinance Followed:

Purchasing Policy



WESTSHORE
ENGINEERING & SURVEYING
ENVIRONMENTAL
CERTIFICATE OF SURVEY

FOR: CITY OF MUSKEGON
DESCRIPTIONS: SEE SHEETS 3 & 4



LEGEND

- M MEASURED DIMENSION
- D DEED DIMENSION
- SET IRON
- FOUND IRON
- FOUND CONC. MON

FILE NO: 00023-0075A
SCALE: 1" = 250'
SURVEYED BY: GPB
DRN BY: MMT

DATE: 04/28/26
SHEET 1 OF 4

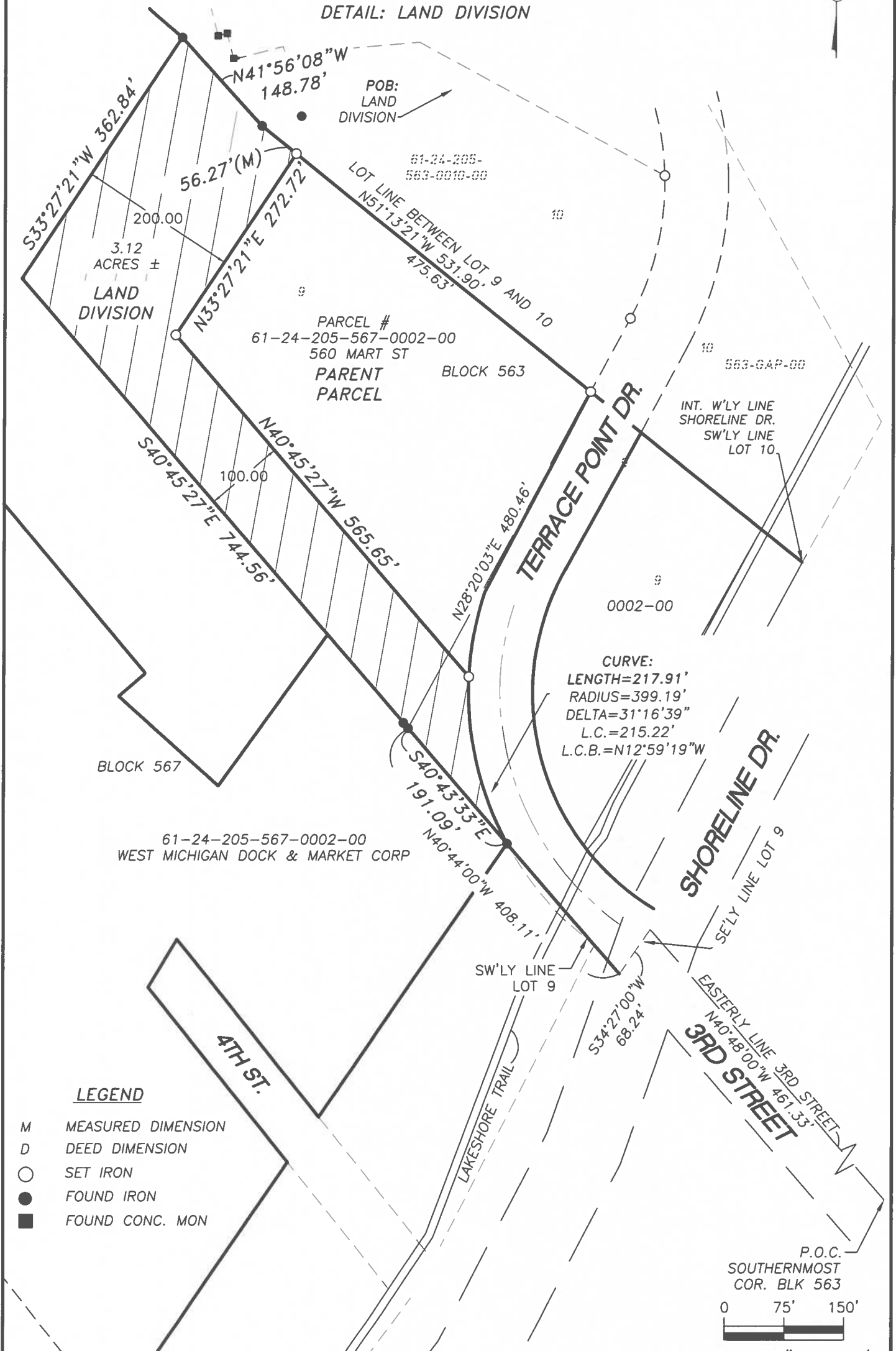


WESTSHORE
ENGINEERING & SURVEYING
ENVIRONMENTAL

FOR: CITY OF MUSKEGON

CERTIFICATE OF SURVEY

DETAIL: LAND DIVISION



LEGEND

- M MEASURED DIMENSION
- D DEED DIMENSION
- SET IRON
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DATE: 04/28/26
SHEET 2 OF 4

P.O.C.
SOUTHERNMOST
COR. BLK 563
0 75' 150'
SCALE: 1" = 150'
FILE NO: 00023-0075A

City of Muskegon

Third Street Wharf Comprehensive Design Services



A People-First Approach to
Developing Vibrant Communities



Passionately employing
community-centric
solutions through
active listening and
multidisciplinary
expertise.

July 30, 2026

City of Muskegon Department of Public Works
Attn: Dan VanderHeide, Director
Ref. Third Street Wharf
1350 E. Keating Ave.
Muskegon, MI 49442

RE: Proposal for the City of Muskegon Third Street Wharf Comprehensive Design Services

Dear Mr. VanderHeide and Selection Committee,

On behalf of Progressive Companies, we are pleased to submit our proposal to provide planning, design, engineering, permitting, and construction administration services for the Third Street Wharf project.

Third Street Wharf presents an exciting opportunity to transform a prominent waterfront property into a vibrant public destination that strengthens Muskegon’s connection to its shoreline while supporting continued investment in the downtown waterfront district. We commend the City’s vision for creating a resilient park that balances recreation, environmental stewardship, and community gathering, and we are excited to help bring that vision to life.

Our multidisciplinary team brings extensive experience delivering waterfront parks, civic spaces, trail systems, and public infrastructure throughout Michigan. By integrating landscape architecture, civil engineering, environmental engineering, surveying, public engagement, and construction administration, we provide a seamless process from project vision through construction. Our collaborative approach emphasizes thoughtful design, proactive communication, regulatory coordination, and disciplined project management to keep the project on schedule, within budget, and aligned with the City’s goals.

We understand that success will require more than exceptional design. Meaningful stakeholder engagement, efficient permitting, coordination with regulatory agencies and utility partners, and practical solutions that address environmental constraints while maximizing available funding will be essential. Our team has successfully delivered projects with these complexities and is well prepared to guide the City through every phase.

Thank you for considering our proposal. We appreciate the opportunity to partner with the City of Muskegon and look forward to creating a memorable waterfront destination that will serve residents and visitors for generations.

Sincerely,



Suzanne Schulz, FAICP
Urban Planning Practice Leader
616.822.1020



Bill Culhane (Jul 30, 2026 10:49:45 EDT)

Bill Culhane, RA
Principal, Director of Architecture
616.988.4857

Qualifications of Team Transforming Spaces. Empowering People.



Progressive Companies is a multidisciplinary national design firm that connects people, places, and communities through transformative spaces, structures, pathways, and environments. We believe innovation is more than leading with the best technologies and latest trends – it’s a creative process beginning with curiosity and diving deep into understanding your world. As problem-solvers, our team of designers, planners, architects, and engineers enthusiastically work alongside you to envision a bold, new future.

From modest beginnings of four original engineering partners in 1962, to over 350 employees serving clients across the nation today, Progressive Companies has always thrived on an entrepreneurial mindset. As an employee-owned business, individuals take personal accountability for representing the firm’s values of leadership, learning, trust, and diversity.

Our talented workforce brings decades of expertise in all facets of architecture, engineering construction, and planning – with a broad and deep portfolio representing 12 markets and projects in 49 states. Strategically located in Grand Rapids, MI; Detroit, MI; Asheville, NC; Charlotte, NC; Durham, NC; and Greenville, NC, our teams are poised to help you reach new heights from a strong foundation.

Expertise

- Architecture
- Civil Engineering
- Community Engagement
- Construction Management
- Controlled Environments
- Electrical Engineering
- Healthcare Planning
- Interior Design
- Landscape Architecture
- Lighting Design
- Logistics
- Master Planning
- Mechanical Engineering
- Program Design and Delivery

- Roads and Utilities
- Structural Engineering
- Sustainable Design
- Traffic Engineering
- Universal Design
- Workplace Strategy
- Zoning

Markets

- Automotive
- Civic
- Education
- Health and Wellness
- Mixed Use
- Science and Industry
- Transportation
- Urban Design and Planning
- Water Resources
- Workplace



Shaping Communities: Transforming Vision into Reality

Our urban design and planning team is a multi-talented group of experts specializing in all facets of planning, design, and development. With a dedicated focus on implementation, we leverage a wealth of expertise to create sustainable, inclusive, innovative, and community-focused solutions.

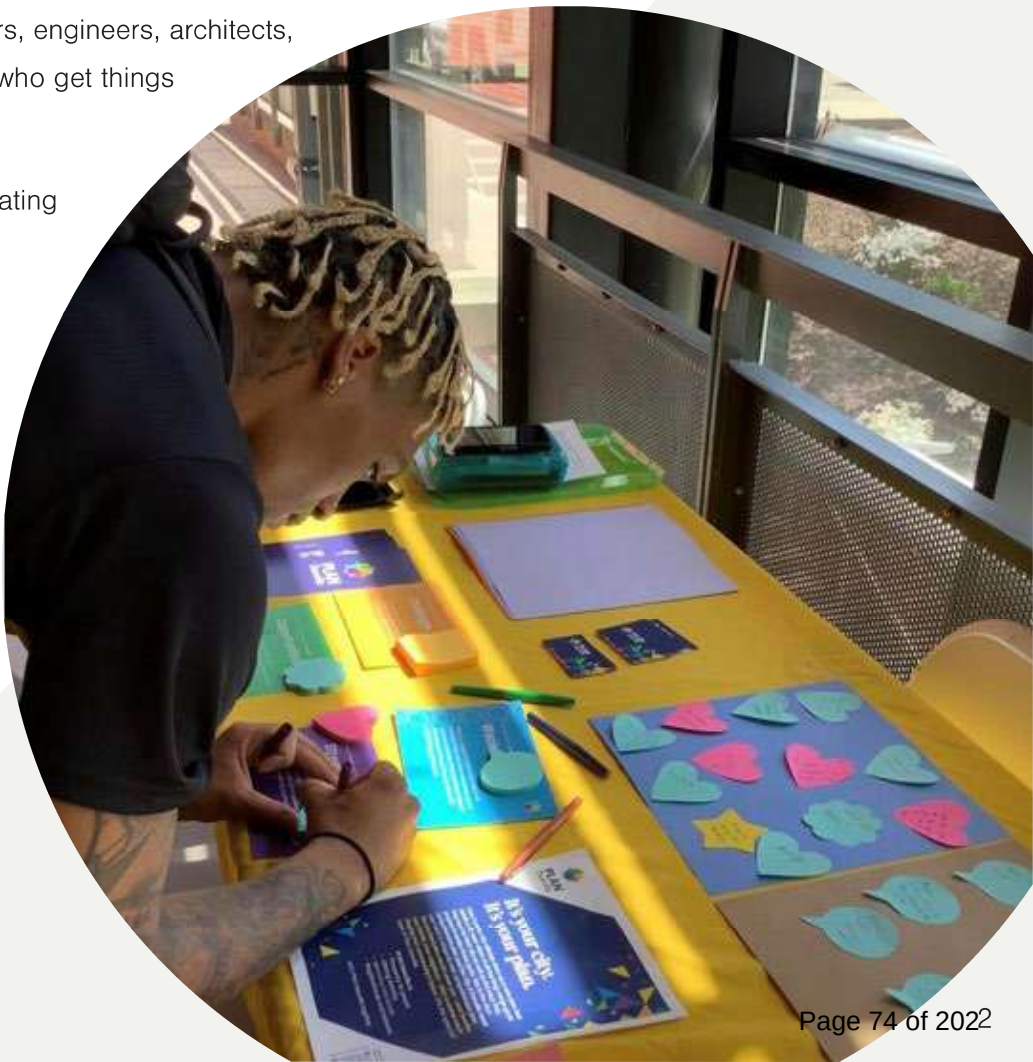
We adopt a holistic approach to planning – considering social, economic, environmental, and cultural factors in the process. Community input and active listening are cornerstones of our approach. Involving residents and local stakeholders in the planning process ensures that projects align with community needs and aspirations. We work on projects of all shapes and sizes, from smaller community initiatives to large-scale urban developments. We know how to get the most out of spaces through reuse and redevelopment, using available resources to activate your community.

We Get Results.

Our team’s strong technical capabilities mean we utilize the latest technologies and design tools to bring concepts to life. Our multidisciplinary firm includes planners, engineers, architects, landscape architects, and designers who get things done and validate our results.

Our planners are well-versed in navigating regulatory frameworks, zoning codes, and planning regulations, ensuring compliance while optimizing project outcomes. And if things aren’t working? We can help you shape your ordinances and policies to get the results you want.

Let’s partner together and create vibrant, livable, and resilient communities where everyone can thrive.



Urban Design and Planning

At Progressive Companies, we excel in the Urban Design and Planning market by helping our public sector clients assess existing conditions, facilitating meaningful stakeholder engagement, and establishing clear priorities for investment so that we collectively arrive at a clear road map of where and how growth and development should happen in the future.

We approach each project with curiosity and empathy. To us, design thinking means a holistic, people-first approach — boldly seeking the simplest and most cost-effective solutions, while also the right ones for the community. We walk alongside community leaders to face difficult and complicated challenges — and honestly, we have fun doing it! We are creative problem-solvers who use our expertise to make the world better.

Our goal? To create beautifully integrated, sustainable environments that are meaningful, measurable, and vital for generations to come.

Partners in Placemaking

We proudly serve communities throughout Michigan as their implementation partner. Our team would love the opportunity to bring your vision to life!



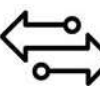
Sustainability & Innovation

Progressive Companies has long prioritized sustainability, and in recent years we've taken that commitment further by designing projects that meet the certification standards of the Sustainable SITES Initiative (SITES). SITES-certified landscapes help reduce water demand, manage and treat stormwater, improve air and water quality, enhance biodiversity, and create healthier, more resilient places for both people and wildlife. These spaces also provide important benefits such as pollinator and wildlife habitat, reduced energy consumption, and increased outdoor recreation opportunities.

Our team includes two professionals who have completed the National Green Infrastructure Certification Program (NGICP), reflecting our strong belief in managing water at its source through green infrastructure rather than traditional gray systems. While improved surface water quality has always been a key driver of green infrastructure, changing precipitation patterns over the past decade have highlighted another essential benefit: resiliency. Green infrastructure plays a vital role in creating communities that can better withstand climate variability and intense storm events.

Progressive Companies regularly provides recommendations for sustainable and energy-efficient materials, tailored to each project's needs and context. Our standard approach to Low Impact Development (LID) includes strategies such as native plantings, permeable pavements, bioswales, infiltration trenches, filter strips, and leaching catch basins, all of which are proven to reduce environmental impact while contributing to the beauty and function of a site. In this case, LID also means balancing/customizing infiltrative practices with prevention of leaching potential contaminants through the soils.

Commitment to Design Excellence

-  Design for **Well-being**
-  Design for **Change**
-  Design for **Energy and Resources**
-  Design for **Integration**

Holland Energy Park, Holland, MI

Trinity Health Muskegon Healing Garden

Design-Led Design-Build Differentiators

At Progressive Companies, our design-led design-build process is rooted in collaboration, creativity, and efficiency. We engage clients with expertise tailored to their goals, integrating design, engineering, and construction disciplines under one roof. This approach enables us to move seamlessly from concept to completion, ensuring that every decision is aligned with the project vision while maintaining focus on quality, schedule, and budget.

Our in-house architects, engineers, designers, and construction professionals work side by side every day, allowing us to respond quickly to challenges, make informed decisions in real time, and streamline communication throughout the project’s life cycle. This agility not only accelerates delivery but also enhances coordination and accountability, key elements that drive successful outcomes. We approach every project as a partnership, building relationships based on trust and transparency, and ensuring our clients remain engaged and informed from start to finish.

By combining the creativity of design with the precision of construction, we offer a process that reduces risk, maximizes efficiency, and delivers exceptional results. Clients no longer need to manage multiple vendors or navigate disjointed workflows; instead, our integrated team provides a single source of accountability, managing every detail from planning through occupancy.



At Progressive Companies, our design-led design-build process transforms complex ideas into cohesive, well-executed realities, on time and on budget.

Construction Management

Progressive Companies’ construction management services are built on the foundation of partnership, precision, and performance. We understand that every project is unique, requiring a tailored approach that balances design intent with constructability, budget control, and schedule management. Our construction management team brings together the right expertise at the right time, coordinating efforts between designers, engineers, contractors, and owners to deliver a seamless process from preconstruction to final turnover.

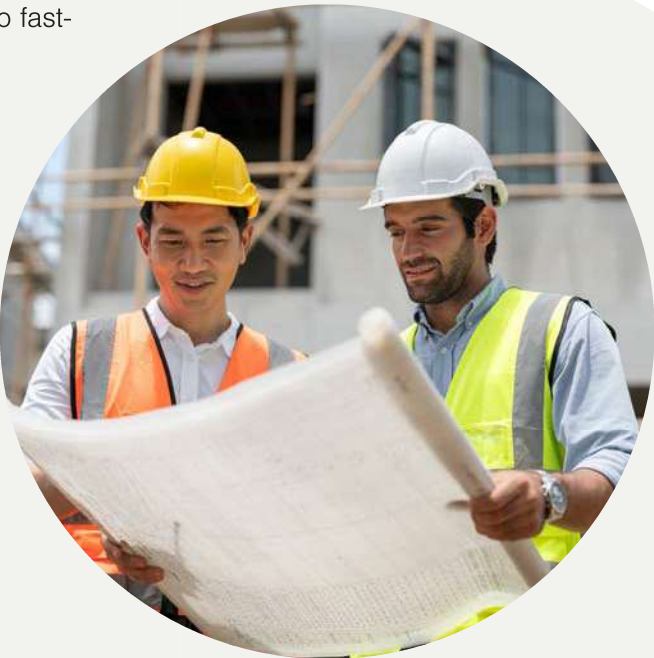
Our philosophy centers on proactive communication and transparency. We prioritize early engagement—collaborating closely with clients and project stakeholders to identify potential challenges, develop accurate cost models, and establish a clear roadmap for delivery. Through consistent planning and continuous monitoring, we ensure that project goals are met without compromising safety, quality, or value. By integrating our design and construction expertise, we eliminate gaps, enhance efficiency, and keep projects moving forward. Whether managing complex renovations or large-scale new construction, Progressive Companies provides trusted leadership and a results-driven process that turns vision into reality.

Advantages:

- A single point of responsibility ensures efficiency while maintaining professional responsibility and accountability
- Skilled expertise coupled with in-house services allows us to fast-track delivery
- Streamlined processes save overhead costs
- Competitive bids identify and prequalify trade contractors
- Transparent, open-book bidding helps us find the best contractors for the best prices

Construction Services Include:

- Cost estimating
- Competitive bidding
- Project scheduling and phasing
- Design Build
- Construction Management



Commitment to Community Engagement

To ensure clarity throughout the planning process, we work closely with you, key stakeholders, and your community. Adherence to our meticulous discovery process enables our team to gather feedback and make informed, creative decisions. **Community engagement sessions provide an opportunity for two-way discussion and active engagement in the planning process.**

Through the use of discussion panels, focus groups, design charrettes, interactive games, pop-up events, kids' activities, virtual presentations, social media, surveys, and other techniques, our team will help you develop an inspirational vision that leads to new investment.

We have a passion for community-based projects and have worked on projects for a variety of clients including:

- WMSRDC Shoreline Trails and Greenways Plan - 2025
- City of Muskegon Shoreline Drive - 2023
- City of Danville Comprehensive Plan - 2024
- Plainfield Charter Township Community Master Plan - 2024
- City of Houghton Placemaking Strategies for Businesses - 2023
- Traverse City TART Trails Expansion - 2023
- Plainfield Charter Township, Zoning Revisions - Ongoing
- Dwelling Place Community Land Trust, Burton Street Project - 2021
- Village of Ada, Envision Ada Master Plan - 2013
- Ada Township, Master Plan Update - 2022
- Ada Township, Connect Ada Plan - 2019
- City of Traverse City, East Front Street Redesign - 2021
- Delta Township Corridor Improvement Authority - 2021
- City of Grand Rapids, Aman, Butterworth, Burton Woods, Caulfield and Kensington Park Improvements - 2020
- Village of Lawton, Downtown Streetscape and Master Plan - 2020
- Village of Lawton, Community Master Plan - 2022
- East Grand Rapids, Mobility-Bike Action Plan - 2020
- Aquinas College, Campus Master Plan - 2020
- City of Grand Haven Master Plan Update - 2022
- City of Kentwood Housing Policy Discussion - 2022
- Downtown Grand Rapids, Inc. Wayfinding Project - 2021
- City of Traverse City Two-Way Street Conversion - 2022
- City of North Muskegon, Master Plan and Zoning Ordinance Update - 2024
- City of Kalamazoo, 2-Way Street Conversion - Ongoing
- City of Traverse City, Mobility Action Plan - 2022
- City of Marshall, Master Plan - Ongoing

To accomplish successful community engagement facilitation and implementation, we have found the following approaches to be critical:

Proximity & Trusted Advisors

Building authentic relationships within the community and collaborating with trusted neighborhood gatekeepers.

Education & Acknowledgment

We recognize that complex projects sometimes require education to achieve equitable outcomes. To co-create a shared vision, we educate participants about the past, inform them of current opportunities, and engage in ongoing dialogue about the future.

Collaboration & Curiosity

Working with the County and stakeholders, believing no one entity can lead a community alone.

Reporting & Feedback Loops

Continuously engaging with the community to confirm our understanding and improve the planning process. Feedback loops play a crucial role in understanding the needs of the neighborhood, boosting productivity in the planning process and fostering innovation.

Power Sharing & Transparency

Empowering neighbors through shared power to be a part of the process. We communicate with integrity and transparency emphasizing clear and accessible communication for diverse audiences.



Relevant Experience

Downtown Grand Rapids Lyon Square

Grand Rapids, MI

In the heart of Downtown Grand Rapids, along the city's evolving riverfront, Progressive Companies led the design of a dynamic, four-season public space that redefines how residents and visitors interact with the urban environment. This \$4.3 million transformation was focused on creating an inclusive, engaging, and flexible gathering space, seamlessly integrating pedestrian activity with business functions and vehicular access.

Set against the backdrop of the Grand River, the project was designed to enhance the city's "Downtown Promenade," strengthening its role as a central hub for community connection. Key features include expanded green infrastructure, inviting pedestrian spaces that encourage people to linger, and improved access to local businesses, including The Kitchen by Wolfgang Puck. A snowmelt system ensures year-round accessibility, making the space as welcoming in the depths of winter as it is in the height of summer.

One of the project's defining characteristics is its commitment to balancing urban functionality with high-quality public space. Progressive Companies has crafted a design that fosters equity, accessibility, and activation while maintaining the necessary operations for surrounding businesses and facilities. From strategic landscaping to adaptable event spaces, every element has been carefully considered to create an inviting, multi-use destination along the riverfront.

This transformative initiative redefines Downtown Grand Rapids' connection to the Grand River, reinforcing the city's vision for a vibrant, accessible, and engaging waterfront experience.



Lynne Sherwood Waterfront Stadium

Grand Haven, MI

In 2018, the City of Grand Haven, MI, underwent a transformation to revitalize its waterfront stadium. Situated on the picturesque shores of Lake Michigan and the Grand River, Grand Haven is a cherished vacation spot, attracting millions of visitors each year. The old stadium, characterized by imposing bleachers that obstructed river views, had the potential for increased regular use; before, it was primarily only active during concert events.

Recognizing the potential to reinvigorate this space, the city partnered with Progressive Companies to embark on a project to create a community-centric gathering place celebrating Grand Haven and offering visitors a reason to linger and enjoy the waterfront. The newly designed stadium features low-terraced retaining walls covered in grass, reducing the visual impact of the old bleachers and enhancing sight lines across the area and toward downtown.

It boasts a permanent 1,146-square-foot band shell for performances, a versatile sports surface, and the capacity to add portable bleachers. Additionally, the historic depot building received a 1,658-square-foot expansion, enhancing its versatility for events and daily use. This renovation breathed new life into the heart of Grand Haven, fostering community engagement and scenic enjoyment.



Shoreline Trails & Greenways Plan

West Michigan Shoreline Regional Development Commission

The planning process for the Shoreline Trails and Greenways (STAG) Plan began with the formation of a Steering Committee representing all areas of the WestPlan WMSRDC Metropolitan Planning Organization (MPO). Members included the City of Muskegon along with other regional municipal representatives, the Michigan Department of Transportation, and the Muskegon County Bicycling Coalition.

A broad engagement effort ensured diverse community input through focus groups, pop-up events, an interactive game, community meetings, and an online survey. In total, more than 700 residents and stakeholders contributed to shaping the vision for the Shoreline Trails and Greenways network.

Both quantitative data (demographics, amenities, existing conditions, and water access sites) and qualitative input (community feedback and survey responses) informed the network’s design. Key trail connections were identified and prioritized based on network connectivity, efficiency, safety, accessibility, and equity.

The final plan outlines a comprehensive implementation framework, including trail enhancement options, construction and signage standards, cost estimates, funding opportunities, a phased timeline, and performance measures for tracking success.



Frederik Meijer Gardens and Sculpture Park

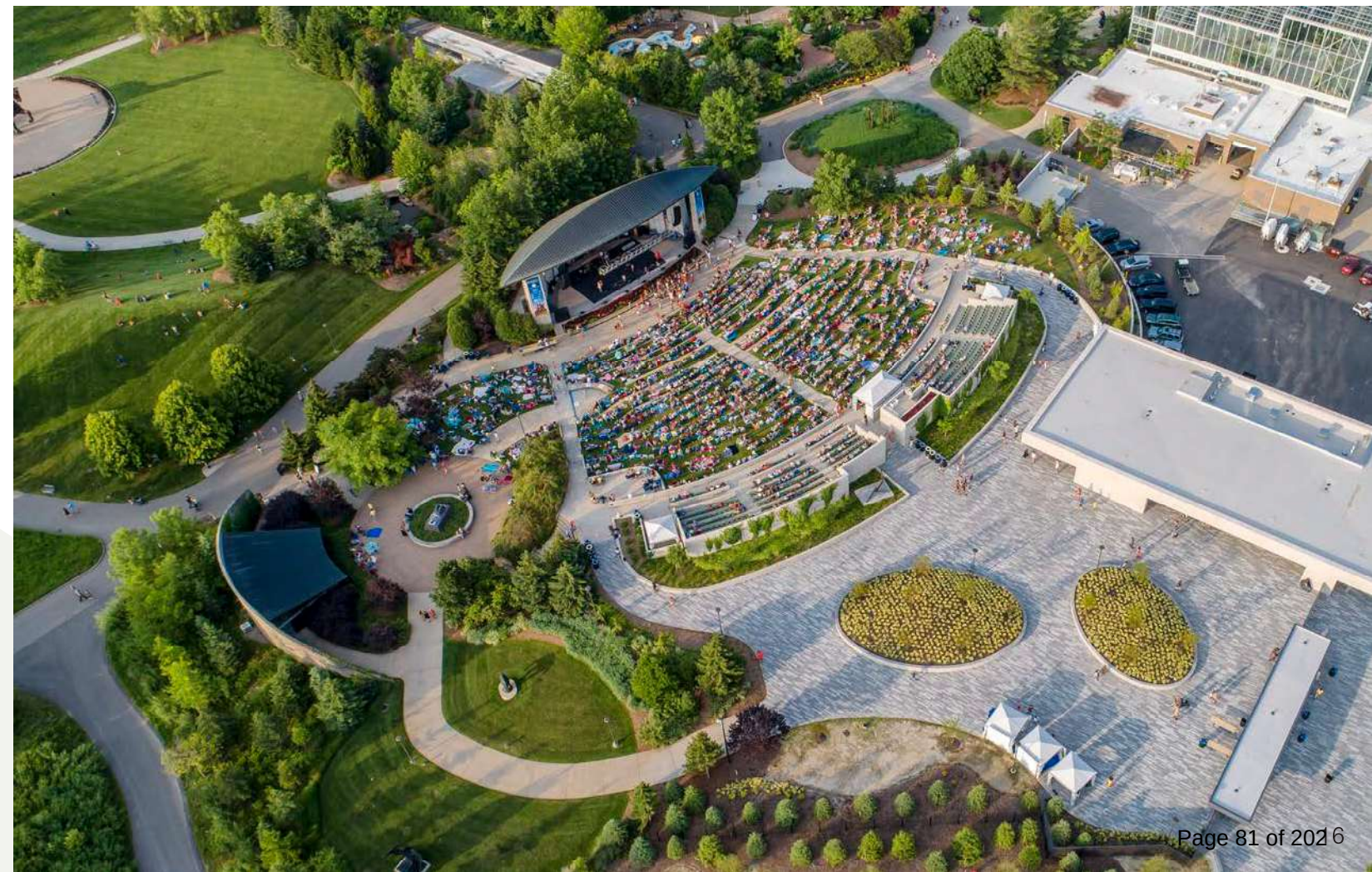
Grand Rapids, MI

Frederik Meijer Gardens & Sculpture Park isn't just a place—it's a living expression of a legacy. Through art, gardens, and design, it invites more than 750,000 visitors each year to fall in love with nature. That's the heart of its \$115 million capital campaign, Welcoming the World: Honoring a Legacy of Love—a title that speaks not only to the enduring partnership of Fred and Lena Meijer, but to the deeper truth that you only protect what you love.

Progressive Companies has been a trusted partner to Meijer Gardens for more than 25 years. Across that time, we've helped bring to life wetlands for children to explore, boardwalks through fragile ecosystems, immersive gardens shaped by global artists, and world-class public gathering spaces. But in this latest chapter—delivered in collaboration with Tod Williams Billie Tsien Architects—we were asked to do something even more ambitious: expand the campus with a new 60,000-square-foot Welcome Center, a 20,000-square-foot Covenant Learning Center, and a fully reimagined arrival experience that could double attendance while deepening FMG's conservation impact.

As local design partner and Engineer of Record, we co-led a process that fused cultural storytelling with technical excellence. The project is LEED-certified, with certification led by our current sustainability lead, who, prior to joining Progressive, managed the LEED certification process. Together, we shaped an expansion grounded in daylighting, energy performance, material transparency, and long-term ecological stewardship. This work stands as one of our strongest demonstrations of delivering on a national stage: a \$100M+ conservation-forward project, rooted in biophilic experience, place-based story, and lasting emotional resonance.

Because Meijer Gardens isn't just building buildings—it's cultivating love. And love is the most powerful conservation strategy we have.



Detroit Zoo Floating Boardwalk

Detroit, MI

Progressive Companies partnered with the Detroit Zoological Society to design and implement the new Floating Boardwalk, a key element of the Zoo's master plan to create more immersive, educational, and accessible visitor experiences. The project transformed the existing Cotton Family Wetlands into an interactive environment that connects guests directly to the sights and sounds of a thriving Michigan wetland ecosystem.

The 7,200-square-foot boardwalk system includes three walkways, 50, 100, and 150 feet long, that converge on a 1,500-square-foot floating deck at the center of a 1.7-acre pond and wetlands area. Designed with universal accessibility and inclusive experiences in mind, the boardwalk features seating areas and observation points that bring visitors eye-level with native wildlife. The deck also serves as a flexible gathering space, accommodating up to 200 guests for educational programs and private events.

Constructed primarily from 95% recycled Trex material, the boardwalk included sustainable design and innovative materials. The floating structure was manufactured in Michigan's Upper Peninsula and assembled onsite, integrating seamlessly with the natural landscape. The project also set the stage for future habitat enhancements, including the Jane and Frank Warchol Beaver Habitat and the expanded Edward Mardigian Sr. River Otter Habitat, which will further connect guests to Michigan's aquatic species.



Tanglefoot Park

Spring Lake, MI

In June 2022, the Village of Spring Lake unveiled Tanglefoot park, a newly reimagined public space along the north bank of the Grand River. Master planned by Progressive Companies, the park transformed a key riverfront site just south of the Village center into a vibrant, multi-use destination that supports community gathering, recreation, and public access to the water.

The 1.8-acre site was designed through a collaborative, community-led process. Progressive Companies led a series of public engagement sessions to gather feedback and ideas from residents, ensuring the final design reflected local values and priorities. The Tanglefoot Park planning effort was part of a larger study encompassing Mill Point Park and the Grand River waterfront, which also included streetscape design and long-term visioning.

Progressive Companies provided comprehensive planning and design services, from conceptual layouts to materials recommendations for the new pavilion. The team supported the Village in preparing a successful application for a \$300,000 Michigan Natural Resources Trust Fund Grant, contributing to the park's total \$3.5 million construction budget. As part of the Facilities Advisory Committee (FAC) process, Progressive Companies also developed cost estimates and evaluated design alternatives to align scope and budget.

Tanglefoot Park has quickly become a cornerstone of community life in Spring Lake, hosting events, farmers markets, and seasonal activities, all while enhancing access to the Grand River and strengthening the local connection to place.



References

West Michigan Shoreline Regional Development Commission
(*Project: Shoreline Trails & Greenways Plan*)

316 Morris Ave., Suite 340

Muskegon, MI 49440

Joel Fitzpatrick, Transportation Planning Director

231.722.7878

jfitzpatrick@wmsrdc.org

Frey Foundation (*Project: Lynne Sherwood Waterfront Stadium*)

40 Pearl Street NW, Suite 1100

Grand Rapids, MI 49503

Holly Johnson, President

616.451.0303

johnson@freyfdn.org

Village of Spring Lake (*Project: Tanglefoot Park*)

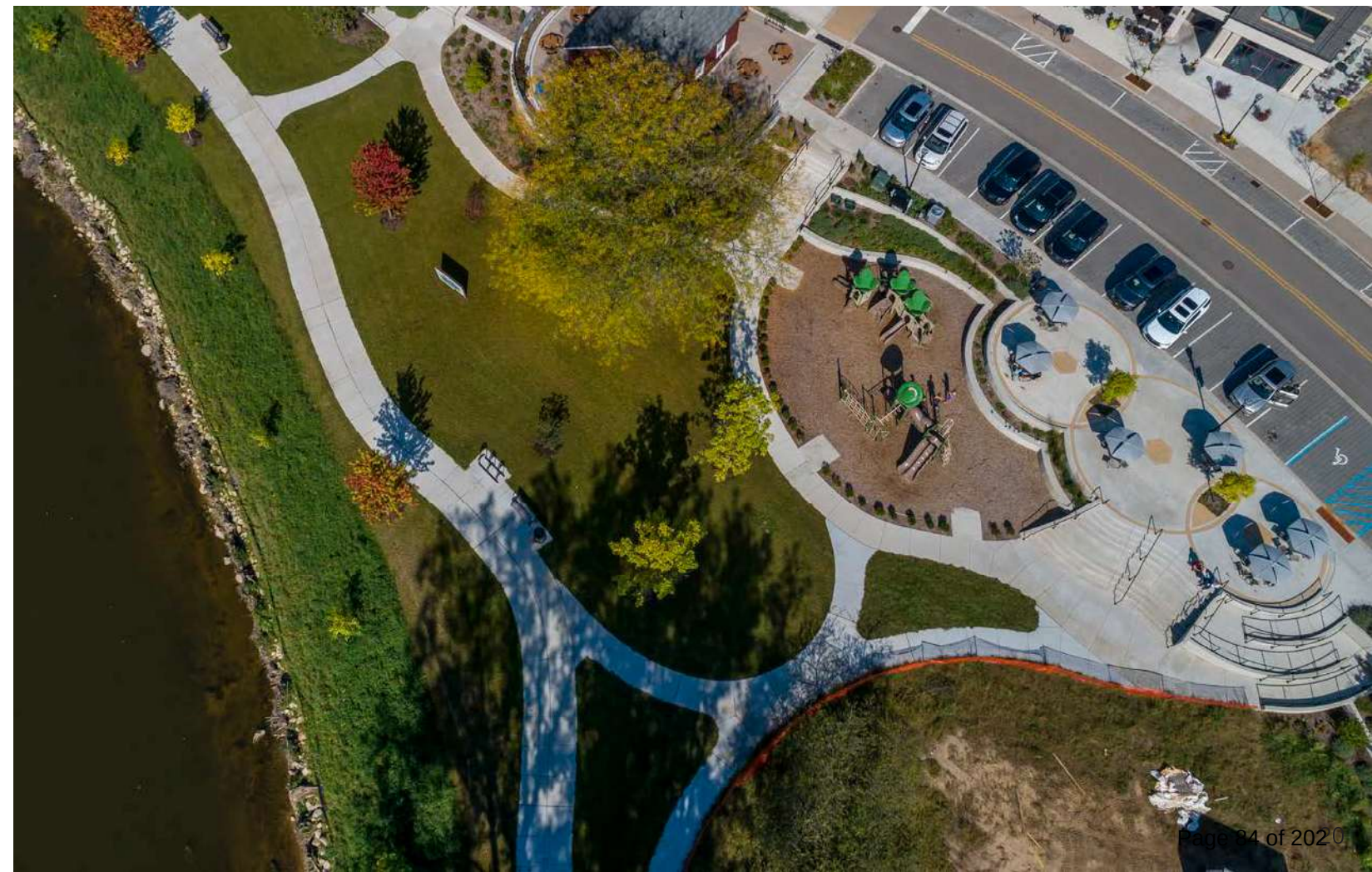
102 W. Savidge Street

Spring Lake, MI 49456

Brady Selner, Village Manager

616.842.1393

brady@springlakevillage.org



Project Team



Suzanne Schulz, FAICP
Urban Planning Practice
Leader, Project Executive



Damon Dickerson
Project Manager



Nolan Miller, PLA
Landscape Architect



Eric Kehoe, AICP
Senior Planner



Carrie Rivette, PE
Green Infrastructure/
Environmental



Brandon Simon, PE
Civil Engineer



Josué Centeno
Community
Engagement



Dave Herscher, PE
Electrical Engineer



Erica Flannery, PE
Structural Engineer



Damon Dickerson

PROJECT MANAGER



CONTACT

313.818.4448
ddickerson@weareprogressive.com

EDUCATION

University of Michigan
Master of Architecture

University of Michigan
Bachelor of Science in Architecture

With 15 years of experience in architecture, Damon blends design leadership with deep project coordination expertise across a wide range of building types. His work spans new construction, adaptive reuse, and large-scale planning efforts, with a particular focus on mixed-use, housing, and community-centered developments. Damon has partnered with mission-driven clients such as Building Community Value, Tribe Development, and Mission Properties to deliver impactful, well-considered projects that balance design excellence with real-world constraints.

Damon’s approach is rooted in strategic thinking and a commitment to inclusive, sustainable outcomes. He has played a central role in concept development, documentation, and stakeholder engagement, working with both private clients and public agencies. His experience guiding projects from early concept through construction has helped him cultivate a practice built on responsiveness, technical proficiency, and collaborative leadership. Damon also contributes regularly to firm-wide initiatives related to community engagement and equitable design practices.

RELATED PROJECT EXPERIENCE

- Project Manager | Philly House | Rescue Mission | Philadelphia PA – Renovation
- Project Manager | Redstone Phase II | Mixed Use | Lancaster County SC – New Construction
- Design Lead | Corktown Parcel | Detroit MI – Concept & Community Engagement
- Project Manager + Design Lead | Deco Building | Mixed Use | Detroit MI – Rehabilitation
- Design Lead | The Stoudamire (ECN) | Detroit MI – Concept & Community Engagement
- Project Manager + Design Lead | Sonic Park | Outdoor Recreation | Detroit MI – New Construction



Suzanne Schulz, FAICP
URBAN PLANNING
PRACTICE LEADER



CONTACT
616.988.4809
sschulz@weareprogressive.com

EDUCATION
Michigan State University
Bachelor of Science, Urban Planning

CREDENTIALS
Certified Planner

As an experienced change agent and community leader, Suzanne confidently listens, guides, and respectfully challenges the status quo. She has 30 years of experience in urban planning, transportation planning, and policy development. Whether working with institutions, developers, non-profits, schools, business owners, or neighborhoods, she believes everyone has a voice and diverse viewpoints improve development projects and communities.

Suzanne possesses extensive knowledge in local government and development, having served the City of Grand Rapids for 20 years as Planning Director and Managing Director of Design and Development, where she oversaw the City’s Development Center. She was instrumental in leading community-led processes for the 2002 Master Plan, Green Grand Rapids, Vital Streets Plan and Design Guidelines, Michigan Street Corridor Plan, and Zone Grand Rapids.

Her work at Progressive Companies has included being the principal author of the Zoning Reform Toolkit: 15 Tools to Expand Housing Choice + Supply for the Michigan Association of Planning, modifying zoning language to support development efforts, facilitating project entitlements for private sector clients, and creating place-based master plans and zoning ordinances.

Recognized as an expert in her field, Suzanne was appointed by Governor Gretchen Whitmer to join the State Transportation Commission in October 2023. She was inducted as a Fellow into the AICP College of Fellows in 2022, an honor bestowed upon only 1% of all AICP-certified planners in the country and a designation held by only six practicing planners in Michigan.



Nolan Miller, PLA
SENIOR LANDSCAPE
ARCHITECT



CONTACT
616.988.4851
nmiller@weareprogressive.com
Grand Rapids, MI

EDUCATION
Kansas State University
Bachelor of Landscape Architecture

University of Colorado Denver
Master of Urban Design

CREDENTIALS
National Green Infrastructure
Certification Program
American Society of Landscape
Architects
Professional Landscape Architect

Nolan brings 18 years of experience as a landscape architect, urban designer, and project manager. He brings a personal passion for urban development and green infrastructure to the team, forwarding inclusive designs that prioritize people, environment, and experience. Nolan’s work is grounded in the layered attributes of site and temporality of social life within the public realm. His work has involved campus planning, urban infill, corridor redevelopment, and project entitlement for large and small-scale developments. He has worked on prominent projects in downtown Grand Rapids, MI and serves on the Downtown Grand Rapids Inc.’s Goal 1 River Alliance.

At Frederik Meijer Gardens and Sculpture Park, Nolan contributed to various additions and renovations, overseeing the programming, design, documentation, and construction administration for educational and operational facilities. He also played a pivotal role in the Lyon Square Redevelopment project in downtown Grand Rapids, where he designed a flexible, four-season space that promotes engagement and inclusion. His work focused on creating a comfortable shared environment for both pedestrians and vehicles, helping establish Lyon Square as a memorable urban destination.

Nolan’s portfolio includes managing the West Michigan Sports Commission’s Art Van Sports Complex, a 12-field baseball/softball complex. As project manager, he oversaw every stage, from planning and design to construction. His design for Studio Park’s piazza and streetscape in Grand Rapids further highlights his expertise, transforming the area into a vibrant public space for residents and visitors.



Eric Kehoe, AICP
SENIOR PLANNER



CONTACT

616.447.3332
ekehoe@weareprogressive.com

EDUCATION

Wayne State University
Masters in Urban Planning

Grand Valley State University
Bachelor of Arts

AFFILIATIONS

Urban Land Institute Larson Center for Leadership

Urban Land Institute Local Product Council, Housing and Community Development

Peter H. Brink Leadership Fund Awardee, National Trust for Historic Preservation

Certified Planner

With nearly fifteen years of experience in planning and development, Eric brings a unique blend of technical, financial, and design expertise to complex public projects. His work focuses on transforming underutilized land into resilient, people-centered places that support housing, recreation, and long-term community health. Eric’s background spans both public and private sectors, from managing multimillion-dollar workforce housing developments to leading urban design, redevelopment, and resiliency planning efforts across Michigan. Before joining Progressive, Eric served as Real Estate Development Manager with Michigan Community Capital, where he advanced award-winning mixed-use housing projects totaling more than \$100 million statewide.

At Progressive Companies, Eric leads projects that connect community vision to funding and implementation. His approach blends data-driven analysis, authentic engagement, and strong understanding of policy and finance. He is skilled in leveraging tools such as tax increment financing, state incentives, and layered grant strategies to move plans from vision to reality.

RELATED PROJECT EXPERIENCE

City of Battle Creek – Lakeview Square Mall Redevelopment Plan

Led suburban retrofit plan integrating green infrastructure, creek daylighting, fiscal strategy, and adaptive reuse concepts.

City of Flint – Pre-Reviewed Plans and Market Study

Led creation of pre-reviewed infill housing plans and a HUD market study supporting the Choice Neighborhoods program.

City of Dearborn – Housing Analysis and Concept Plan

Directed housing market analysis and financial feasibility for a 50-acre traditional neighborhood plan.

Calhoun County – Master Plan and Resiliency Framework

Supported scenario and resiliency planning to guide sustainable growth and infrastructure investment.



Carrie Rivette, PE
SENIOR CIVIL ENGINEER



CONTACT

616.447.3440
crivette@weareprogressive.com

EDUCATION

Michigan Technological University
Bachelor of Science, Environmental Engineering

CREDENTIALS

Licensed Engineer

Carrie Rivette is a Senior Civil Engineer with over 30 years of civil and environmental engineering experience. For over 15 years she worked as an environmental consultant on Michigan Part 201 and Part 213 sites of environmental contamination, focusing on transport of contamination through the soils via groundwater. For 12 years, she managed Grand Rapids’ Municipal Separate Storm Sewer System (MS4) permit, playing a vital role in advancing the City’s Green Infrastructure initiatives.

Her unique experience will allow us to maximize LID while not exacerbating contamination at the site. In addition, she has worked throughout her career to bring together regulators, owners and other stakeholders to find optimal solutions for complicated sites.

RELATED PROJECT EXPERIENCE

WMSRDC Shoreline Trails and Greenways (2025)

Coordination of stakeholders to determine optimum connections along with providing a range of solutions for trails and trailheads ranging from basic to LID alternatives.

LGROW Stormwater Standards Manual (2014 - 2021)*

Key leader in forming the standards manual generally utilized by communities in the Lower Grand River Watershed, concentrating on green infrastructure standards and utilizing LID in areas of soil and groundwater contamination.

City of Grand Rapids Environmental Services - Environmental Specialist (2012 - 2023)*

Lead environmental investigations and remediations on City of Grand Rapids properties, overseeing consultants and directing management on next steps.

Numerous soil and groundwater investigations and remediation across Michigan, including the City of Muskegon. (1993 - 2011)*

**Experience prior to Progressive Companies*



**Brandon
Simon, PE**
LEAD CIVIL ENGINEER



CONTACT
616.361.2668
bsimon@weareprogressive.com

EDUCATION
Michigan State University
Bachelor of Science in Civil Engineering

CREDENTIALS
Licensed Engineer

Brandon brings 15 years of experience in civil engineering to Progressive Companies. His work has focused heavily on urban infill projects but also includes large scale residential developments, and numerous site plan projects. Brandon is a member of the Sustainability Green Team at Progressive Companies and brings a passion for sustainable design to his projects.

RELATED PROJECT EXPERIENCE

John Ball Zoo
Brandon led the civil engineering for an approximately 3 acre parking lot expansion. The expansion exceeded required stormwater standards and included, bioswales, underground infiltration, permeable pavement, solar panels. and over 300 native trees and pollinators.

Grand Rapids Acrisure Amphitheater
Civil engineer for this 12,000-seat amphitheater will host 54 annual events and anchor a transformative 31-acre redevelopment along the Grand River. The project includes 10 acres of green space, a riverfront trail, recreation, retail, and 1,700 housing units, creating a vibrant, inclusive destination for residents and visitors.

Eastern Michigan University 3-D Arts Complex
Civil Engineer for new building merging all art programs on Eastern Michigan’s campus into one central location, making it easier for students to navigate to classes.

Grand Rapids Studio Park
Led the civil engineering design efforts and coordination with landscape architecture group for Studio Park in downtown Grand Rapids. This project provides a unique open space in the city center and incorporates underground detention integrated into an outdoor piazza and movie theater.



**Josué
Centeno**
ENGAGEMENT
COORDINATOR



CONTACT
616.988.4867
jcenteno@weareprogressive.com

EDUCATION
University of Michigan
Bachelor of Science, Environmental Studies (Currently Underway)

Josué brings a strong passion for creating inclusive, community-driven spaces informed by his environmental studies at the University of Michigan and his deep curiosity about how people connect with their surroundings. Bilingual in English and Spanish, he excels at building trust, fostering collaboration, and engaging stakeholders across diverse communities.

Josué’s expertise centers on meaningful community engagement, equitable outreach, and participatory planning. He approaches engagement as an ongoing partnership—meeting people where they are and thoughtfully integrating community input throughout the planning and design process to ensure projects reflect shared values and aspirations.

Josué is a collaborative and dedicated team member whose inclusive approach and commitment to representation have made him a key contributor to projects across Michigan.

RELATED PROJECT EXPERIENCE

- Kalamazoo Avenue Two-Way Conversion (“Streets for All”), City of Kalamazoo, *Kalamazoo, MI*
- Shoreline Trails and Greenways Plan, West Michigan Shoreline Regional Development Commission, *West Michigan*
- Portage Road Corridor Study, City of Portage, *Portage, MI*
- Regional Transportation Study, City of Chelsea, *Chelsea, MI*
- Rotary Square Public Space Planning and Design, Traverse City Downtown Development Authority, *Traverse City, MI*
- Planning and Engagement Services, Oshtemo Charter Township, *Oshtemo Township, MI*
- Oxford Trails Improvements, City of Grand Rapids, *Grand Rapids, MI*
- Strategic Plan, Kent County, *Kent County, MI*



**Dave
Herscher, PE**
SENIOR ELECTRICAL
ENGINEER



CONTACT
616.447.3386
dherscher@weareprogressive.com

EDUCATION
Michigan State University
*Bachelor of Science, Electrical
Engineering*

Ferris State University
*Associate of Applied Science,
Architectural Technology*

CREDENTIALS
Licensed Engineer

Dave is a highly experienced electrical engineer who has been designing electrical distribution, lighting, fire alarm, and communication systems for almost 30 years. His love of engineering started early, as he always enjoyed playing with tinker toys, erector sets, and electronic circuit building kits. His design experience expands across markets, completing prominent projects for higher education, industrial, commercial, worship, and retail clients. Dave also acts as a leader within our electrical engineering discipline, mentoring the next generation of electrical engineers and ensuring quality is met across all projects.

- RELATED PROJECT EXPERIENCE**
- YMCA of Greater Grand Rapids Mary Freed Bed YMCA**
Electrical engineer of record for the Mary Free Bed YMCA, a 36-acre LEED-certified health and wellness facility built on Universal Design principles to ensure accessibility for all. The project features adaptive sports facilities, innovative wayfinding, and sensory-conscious design elements, resulting in significant growth in membership, programming, and energy efficiency since its 2015 opening.
- Ada Township Amy Van Andel Ada Township Library and Community Center**
Electrical Engineer for 24,000 square foot, 2-story structure in the heart of the Village of Ada, consisting of collection space for Adults, Young Adults and Children, meeting and gathering space for community events as well as administrative branch offices for the Kent District Library staff. Unique features of the project include a courtyard and outdoor space for program uses.
- Western Michigan University Amp Lab** The Advanced Manufacturing Partnership (AMP) lab is a collaboration between students, regional manufacturers, Grand Rapids Community College and Western Michigan University to identify strategic priorities and program elements for the advanced manufacturing trading program, which also addresses the talent shortage the region is experiencing.
- Western Michigan University Richmond Institute for Design**



**Erica
Flannery, PE**
SENIOR STRUCTURAL
ENGINEER



CONTACT
616.447.3320
eflannery@weareprogressive.com

EDUCATION
University of Michigan
*Bachelor of Science, Civil
Engineering*

CREDENTIALS
Professional Engineer
American Society of Civil Engineers
National Council of Examiners For
Eng and Survey, Registration No.
18-197-97
Structural Engineer Association of
MI

Erica is a passionate engineer with a diverse skill set in leading multi-phased and complex structural projects. She enjoys designing resilient spaces that stand the test of time and serve their inhabitants for generations to come. Her experience includes a multitude of project types and markets, including commercial, educational, worship, medical, industrial, mixed use, and multi-family residential. She has comprehensive experience in structural analysis, design, and detailing with a host of commercial materials including steel, concrete, masonry, light-framed wood, and heavy timber.

- RELATED PROJECT EXPERIENCE**
- Structural Engineer For Campus, Exhibit Spaces, Hangar, and Tarmac, Sullenberger Aviation Museum, *Charlotte, NC*
 - Structural Engineer For Grand Rapids Acrisure Amphitheater, Grand Action 2.0, *Grand Rapids, MI*
 - Structural Engineer For Bissel Tree House and Exhibits, John Ball Zoo, *Grand Rapids, MI*
 - New Valley Three Complex Programming Study, Western Michigan University, *Kalamazoo, MI*
 - De Witt Center for Science and Technology, Cornerstone University, *Grand Rapids, MI*
 - Recreation Center, Ferris State University, *Big Rapids, MI*
 - Structural Engineer For YMCA of Greater Grand Rapids, Mary Free Bed YMCA, *Grand Rapids, MI*
 - Structural Engineer For Amy Van Andel Ada Township Library and Community Center, Ada Township, *Ada, MI*

Understanding of Services

We will work with City staff to create a vision for the Third Street Wharf property and surrounding resources by creating a small number of concepts to help explain the vision.

Community Engagement

Work with the City’s Community Engagement team to engage with the public on their vision for the park. As a part of this effort, use the developed concepts to create reasonable expectations around budget limitations. Include key stakeholders and partner agencies in these efforts.



Property Investigation

Survey as needed to establish site features, topography and boundaries. This may include survey of near-shore lake bottom as necessary for any deck or dock foundations. Perform geotechnical and other investigations as needed to support design, environmental work, permitting, etc.



Environmental Conditions

Advise the City on its rights, responsibilities, and risks associated with the restrictive covenant(s) on the property, and provide a design that is consistent with the covenant(s). Lead coordination efforts with partner agencies and utilities, including with DTE regarding its remediation and monitoring efforts on the property.

Permitting

Prepare and obtain all necessary permits and easements for the project (excluding the base property described in the exhibit), including but not limited to Parts 301 and 303 as applicable, USACE permitting for any in-water structures, and any other applicable environmental permitting/ approvals. Assist the contractor in obtaining soil erosion permitting from Muskegon County Department of Public Works, any necessary building permits from SafeBuilt (the City’s building department), and any other permits that may be necessary.



Design

The City would like to explore a small restroom facility on the park property if budget allows, but recognizes that many factors may contribute to this decision.

For the purposes of this proposal, include services for investigation only, including a preliminary location within the concepts and associated budget. The final design of utilities and the architectural and MEP designs should not be included at this time.

An architectural subconsultant and any MEP subconsultant(s), if necessary due to a proposing firm’s capabilities, should be included with the project team in anticipation of a successful investigation.

Construction Administration

Development of complete plans, specifications and construction contract for the waterfront park development project. Assistance in solicitation of bids for the construction of the project.

Construction observation and administration services should be limited to the following items, as the City has staff that may be available for observation and administration:

1. Administer a preconstruction meeting
2. Provide staking as requested by the City and Contractor
3. Include 40 hours of technical assistance (project engineer level) for questions, submittal reviews, and possible revisions.



Detailed Scope of Work

Stage 1- Project Initiation & Existing Conditions

Understanding the Opportunity

This stage establishes a common vision, gathers existing information, identifies constraints and opportunities, and prepares the project team for community engagement and concept development.

TASK 1.1 ORIENTATION & KICK-OFF

Establish project expectations, communication protocols, schedule, and decision-making process.

- Kickoff meeting with City staff
- Confirm project goals and vision
- Review project schedule
- Confirm roles and responsibilities
- Establish communication protocols
- Identify required agencies and stakeholders

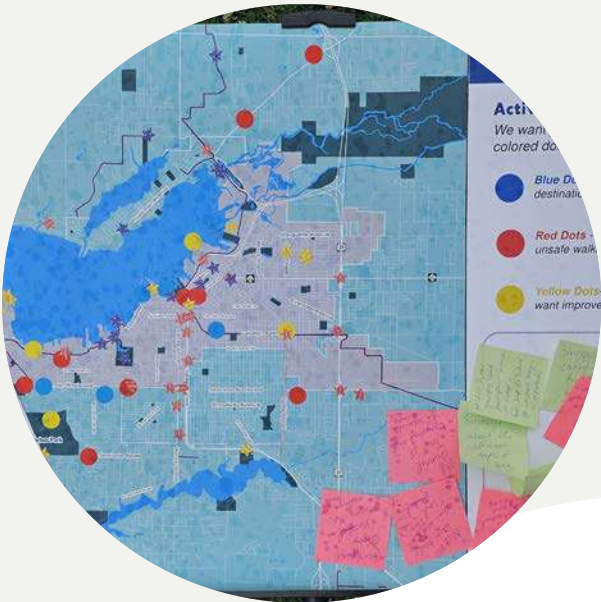
TASK 1.2 EXISTING INFORMATION REVIEW

Compile and evaluate all available background information to establish a thorough understanding of the project.

- Review parcel information
- Review restrictive covenants
- Review utility information
- Review previous studies
- Review available GIS information
- Review environmental information
 - It is assumed that all necessary information will be made available from the City and DTE within two (2) weeks
- Review applicable regulations
- Identify permitting requirements

1.1 PROPOSED DELIVERABLES

- Meeting agenda and minutes
- Project schedule
- Project management plan
- Action item log



1.2 PROPOSED DELIVERABLES

- Existing conditions summary
- Regulatory matrix
- Constraints and opportunities map

TASK 1.3 SITE ASSESSMENT

Conduct a multidisciplinary site investigation.

- Site visit
- Photo documentation
- Existing vegetation inventory
- Shoreline assessment
- Waterfront access assessment
- Existing circulation review
- Utility observations
- ADA assessment
- Existing infrastructure assessment
- Site assessment report

TASK 1.4 SURVEY & TECHNICAL INVESTIGATIONS

Complete all technical investigations necessary to support planning and design.

- Boundary survey
- Topographic survey
- Utility survey
- Near-shore bathymetric survey (if required)
- Geotechnical investigation
 - It is assumed that areas of the geotechnical investigation will not require additional Personal Protection Equipment or hazardous material disposal.
- Environmental investigations
 - It is assumed that the investigation will consist only of a records review.
- Foundation recommendations
- Existing utility coordination

1.3 PROPOSED DELIVERABLES

- Existing conditions photo log
- Site assessment memorandum



1.4 PROPOSED DELIVERABLES

- Survey base
- Geotechnical report
- Technical investigation summary



Stage 2 - Visioning & Community Engagement

Defining the Future Waterfront Experience

Develop a shared community vision for Third Street Wharf while educating stakeholders regarding project opportunities and budget realities.

TASK 2.1 VISION DEVELOPMENT

Develop an overall vision for the park.

- Vision workshop
- Goal setting
- Design principles
- Success metrics
- Project themes

2.1 PROPOSED DELIVERABLES

- *Vision statement*
- *Design principles*

TASK 2.2 STAKEHOLDER ENGAGEMENT

Develop an overall vision for the park.

- Stakeholder interviews
- Agency coordination
- Utility coordination
- DTE coordination
- Stakeholder comment summary report

2.2 PROPOSED DELIVERABLES

- *Meeting summaries*
- *Stakeholder comment summary report*

TASK 2.2 PUBLIC ENGAGEMENT

Facilitate public participation throughout concept development.

- Public open house
- Presentation materials
- Budget education
- Public comment summary report

2.2 PROPOSED DELIVERABLES

- *Public engagement materials*
- *Public comment summary report*



Stage 3 - Concept Development

Creating the Waterfront Vision

Develop and evaluate alternative concepts that balance public desires, technical feasibility, permitting, and budget.

TASK 3.1 PRELIMINARY CONCEPTS

Prepare multiple park concepts.

- Site programming
- Alternative layouts
- Waterfront activation concepts
- Circulation concepts
- Gathering spaces
- Landscape concepts
- Restroom investigation
- Preliminary dock/deck concepts
- Preliminary opinion of probable cost
- Design review

3.1 PROPOSED DELIVERABLES

- *Multiple concept plans*
- *Renderings*
- *Preliminary opinion of cost*



TASK 3.2 PREFERRED CONCEPT

Refine the preferred alternative.

- Incorporate public input
- Refine layout concept
- Preliminary grading
- Preliminary utilities
- Landscape concept
- Material palette
- Site furnishings
- Lighting concept
- Refine opinion of probable cost
- Design review

3.2 PROPOSED DELIVERABLES

- *Preferred concept plan*
- *Updated opinion of probable cost*



Stage 4 - Schematic Design

Advancing the Design.

TASK 4.1 SCHEMATIC DESIGN

Advance the preferred concept into preliminary technical design for coordination.

- Cover page
- Survey/Existing conditions
- Site Demolition
- Site Layout
- Site Grading and Drainage
- Utility Coordination
- Site Landscape
- Site Lighting
- Site Furnishings Palette
- Site Materials Palette
- 3D views, sections and/or elevations
- Refine opinion of probable cost
- Design review
- QC review
- Schematic Design Package Owner Review

4.1 PROPOSED DELIVERABLES

- *Schematic design documents*
- *Updated opinion of probable cost*



Stage 5 - Design Development & Permitting

Resolving Design Decisions.

Advance the preferred concept into a technically complete design suitable for permitting. Refine the approved schematic design into a fully coordinated and technically sound solution by resolving details, materials, systems, and interdisciplinary coordination necessary for constructibility.

TASK 5.1 DESIGN DEVELOPMENT

Advance engineering and landscape architecture design.

- Cover page
- Survey/Existing conditions
- Site Demolition
- Soil Erosion and Sediment Control
- Site Layout
- Site Grading and Drainage
- Site Utilities
- Site Landscape Layout
- Site Lighting Layout
- Site Furnishings Layout
- ADA compliance and universal design review
- Refine 3D views, sections and/or elevations
- Refine opinion of probable cost
- Design review
- QC review
- Design Development Package Owner Review

5.1 PROPOSED DELIVERABLES

- *Design development documents*
- *Updated opinion of probable cost*

TASK 5.2 PERMITTING & AGENCY COORDINATION

Prepare permit applications and coordinate agency approvals.

- EGLE coordination
- USACE coordination
- Environmental permitting/approvals
- Easement coordination
- Building permit coordination
- Soil erosion coordination
- Utility coordination
- Permit application preparation

5.2 PROPOSED DELIVERABLES

- *Permit applications*
- *Agency responses*
- *Permit tracking log*

Stage 6 - Construction Documents

Final Design Documentation

Translate the developed design into clear, comprehensive, and coordinated drawings and specifications that accurately communicate intent and requirements for bidding, permitting, and construction.

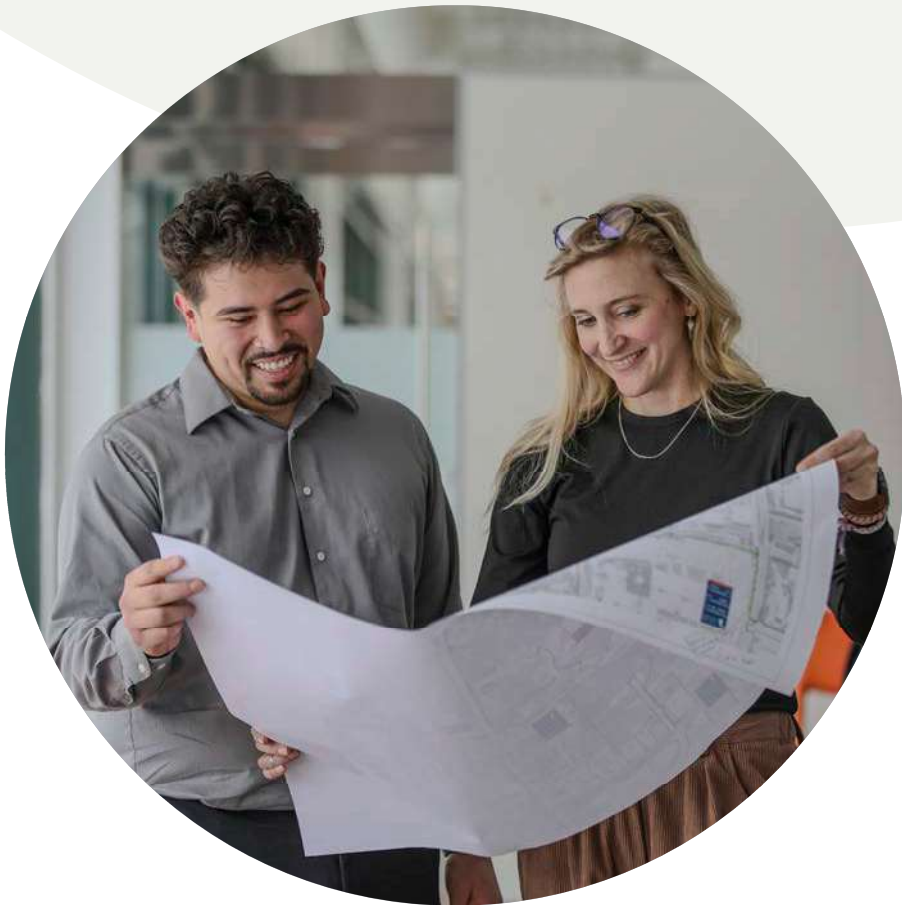
TASK 6.1 CONSTRUCTION DOCUMENTS

Develop complete contract documents.

- Cover page
- Survey/Existing conditions plan
- Site demolition plan
- Soil erosion and sediment control plan (SESC)
- Site layout plan
- Site grading and drainage plan
- Site utility plan
- Site details
- Landscape plan and planting schedule
- Landscape details
- Structural general notes and special instructions
- Structural concrete layout plan
- Structural concrete details
- Electrical notes and abbreviations
- Electrical site plan
- Electrical details
- Electrical schedule
- Specifications
- Construction cost estimate
- QC review

6.1 PROPOSED DELIVERABLES

- Construction drawings
- Specifications
- Engineer's Opinion of Probable Cost



Stage 7 - Bidding & Negotiation

Assist the City during procurement.

TASK 7.1 BIDDING ASSISTANCE

Support the City's bidding process.

- Respond to contractor questions
- Prepare addenda
- Attend pre-bid meeting
- Bid review
- Recommendation of award

7.1 PROPOSED DELIVERABLES

- Addenda
- Bid tabulation
- Recommendation letter

Stage 8 - Limited Construction Administration

Provide technical support during construction.

TASK 8.1 CONSTRUCTION ADMINISTRATION

Provide the limited services identified in the RFP.

- Preconstruction meeting
- Construction staking (as requested)
- Shop drawing review
- RFI responses
- Technical assistance (40 hours)
- Design clarifications
- Minor revisions

8.1 PROPOSED DELIVERABLES

- Meeting minutes
- Shop drawing reviews
- RFI responses
- Final project closeout support



Project Schedule

A rough timeline for the completion of the Third Street Wharf is shown below. This timeline is subject to change as we work with staff and the steering committee to design a robust community engagement process and lean into opportunities to be present at key community events and activities.

Duration (Months)	1	2	3	4	5
Stage 1: Project Initiation & Existing Conditions					
1.1 Project Kick-Off & Project Management					
1.2 Existing Information Review					
1.3 Site Assessment					
1.4 Survey & Technical Investigations					
Stage 2: Visioning & Community Engagement					
2.1 Vision Development					
2.2 Stakeholder Engagement					
2.3 Public Engagement					
Stage 3: Concept Development					
3.1 Concept Alternatives					
3.2 Preferred Concept Refinement					
3.3 Preliminary Cost Estimate					
Stage 4: Design Development & Permitting					
4.1 Design Development					
4.2 Agency Coordination					
4.3 Permit Preparation & Submittals					
Stage 5: Construction Documents					
5.1 Construction Documents					
5.2 QA/QC Review					
5.3 Final Opinion of Probable Cost					
Stage 6: Bidding & Construction Administration					
6.1 Bidding Assistance					
6.2 Limited Construction Administration*					

Milestones

Notice to Proceed

Existing Conditions Complete

Public Open House

Preferred Concept Approved

Design Development Complete

Permit Applications Submitted

100% Construction Documents

Bid Advertisement

Construction Begins (July 2027)

Fee

Based upon the above identified scope of services, Progressive Companies proposes the following compensation for professional services:

Task	Total Hours	Total Cost
Project Orientation & Kickoff	10	\$1,780
Existing Information Review	4	\$573
Site Assessment	12	\$1,860
Survey & Technical Investigation	24	\$2,878
Vision Development	4	\$533
Stakeholder Engagement	16	\$2,715
Public Engagement	40	\$5,675
Preliminary Concepts	48	\$7,040
Preferred Concept	24	\$3,530
Schematic Design	88	\$12,065
Design Development	128	\$17,305
Permitting & Agency Coordination	10	\$1,230
Construction Documents	168	\$22,960
Bidding Assistance	8	\$1,240
Construction Administration	40	\$6,200
TOTAL LABOR HOURS & COST	624	\$87,583
GEOTECHNICAL CONSULTANT		\$7,227
TOTAL PROFESSIONAL SERVICES		\$94,737
REIMBURSABLE EXPENSES		\$1,884
GRAND TOTAL		\$96,621

A breakdown of tasks/hours by employee is included on the next two pages.

Location of Firm

Our project team is located based out of Grand Rapids, Michigan. Progressive Companies also has offices in Detroit, MI; Asheville, NC; Charlotte, NC; Durham, NC; and Greenville, NC, our teams are poised to help you

SCOPE ITEM		EMPLOYEE CLASSIFICATION											
		Project Manager	Practice Leader	Civil Engineer	Civil Engineer Designer	Senior Landscape Architect	Landscape Designer	Senior Land Planner	Planner	Electrical Engineer	Senior Surveyor	Survey Technician	TOTAL
		\$195	\$215	\$155	\$115	\$155	\$115	\$180	\$155	\$155	\$180	\$115	
Task 1.1 - Project Orientation and Kickoff	Subtotal (hours)	3	1	2	0	2	0	2	0	0	0	0	10
	Subtotal (cost)	\$585	\$215	\$310	\$0	\$310	\$0	\$360	\$0	\$0	\$0	\$0	\$1,780
Task 1.2 - Existing Information Review	Subtotal (hours)	0	0	0.5	1.5	0.75	0	0.5	0.75	0	0	0	4
	Subtotal (cost)	\$0	\$0	\$78	\$173	\$116	\$0	\$90	\$116	\$0	\$0	\$0	\$573
Task 1.3 - Site Assessment	Subtotal (hours)	0	0	4	0	8	0	0	0	0	0	0	12
	Subtotal (cost)	\$0	\$0	\$620	\$0	\$1,240	\$0	\$0	\$0	\$0	\$0	\$0	\$1,860
Task 1.4 - Survey and Technical Investigations	Subtotal (hours)	0	0	0.25	0	0.25	0	0	0	0	1.5	22	24
	Subtotal (cost)	\$0	\$0	\$39	\$0	\$39	\$0	\$0	\$0	\$0	\$270	\$2,530	\$2,878
Task 2.1 - Vision Development	Subtotal (hours)	0	0	0.5	1.25	0.5	1.25	0.5	0	0	0	0	4
	Subtotal (cost)	\$0	\$0	\$78	\$144	\$78	\$144	\$90	\$0	\$0	\$0	\$0	\$533
Task 2.2 - Stakeholder Engagement	Subtotal (hours)	4	0	4	0	2	0	3	3	0	0	0	16
	Subtotal (cost)	\$780	\$0	\$620	\$0	\$310	\$0	\$540	\$465	\$0	\$0	\$0	\$2,715
Task 2.3 - Public Engagement	Subtotal (hours)	0	2	2	9	2	9	3	13	0	0	0	40
	Subtotal (cost)	\$0	\$430	\$310	\$1035	\$310	\$1035	\$540	\$2015	\$0	\$0	\$0	\$5,675
Task 3.1 - Preliminary Concepts	Subtotal (hours)	4	1	9	6	12	12	4	0	0	0	0	48
	Subtotal (cost)	\$780	\$215	\$1,395	\$690	\$1,860	\$1,380	\$720	\$0	\$0	\$0	\$0	\$7,040
Task 3.2 - Preferred Concept	Subtotal (hours)	2	0	5.5	3	6.5	5	2	0	0	0	0	24
	Subtotal (cost)	\$390	0	\$853	345	\$1,008	\$575	\$360	\$0	\$0	\$0	\$0	\$3,530
Task 4.1 - Schematic Design	Subtotal (hours)	3	0	16	24	20	19	1	0	5	0	0	88
	Subtotal (cost)	\$585	\$0	\$2480	\$2760	\$3,100	\$2,185	\$180	\$0	\$775	\$0	\$0	\$12,065
Task 5.1 - Design Development	Subtotal (hours)	3	0	22	35	24	32	1	0	11	0	0	128
	Subtotal (cost)	\$585	\$0	\$3410	\$4,025	\$3,720	\$3,680	\$180	\$0	\$1,705	\$0	\$0	\$17,305
Task 5.2 - Permitting & Agency Coordination	Subtotal (hours)	1	0	0	9	0	0	0	0	0	0	0	10
	Subtotal (cost)	\$195	\$0	\$0	\$1,035	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,230
Task 6.1 - Construction Documents	Subtotal (hours)	2	0	26.5	36	33.5	43	0	0	27	0	0	168
	Subtotal (cost)	\$390	\$0	\$4,108	\$4,140	\$5,193	\$4,945	\$0	\$0	\$4,185	\$0	\$0	\$22,960
Task 7.1 - Bid Assistance	Subtotal (hours)	0	0	4	0	4	0	0	0	0	0	0	8
	Subtotal (cost)	\$0	\$0	\$620	\$0	\$620	\$0	\$0	\$0	\$0	\$0	\$0	\$1,240
Task 8.1 - Construction Administration	Subtotal (hours)	0	0	20	0	20	0	0	0	0	0	0	40
	Subtotal (cost)	\$0	\$0	\$3,100	\$0	\$3,100	\$0	\$0	\$0	\$0	\$0	\$0	\$6,200
TOTAL LABOR HOURS													624
TOTAL LABOR COST													\$87,583
Geotechnical Consultant													\$7,227
TOTAL PROFESSIONAL SERVICES													\$94,737
Expenses													\$1,884
GRAND TOTAL													\$96,621

PROPOSAL & AWARD

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

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

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

Signature Bill Culhane Title Principal, Director of Architecture

Print Name Bill Culhane, RA Date 7/30/2026

Firm Name Progressive Companies

Address 1811 4 Mile Rd. NE
Grand Rapids, MI 49525

Telephone No. 616.361.2664

E-Mail bculhane@weareprogressive.com

Fax No. N/A



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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0019304-1

Hub International Midwest East
1591 Galbraith Ave SE
Grand Rapids, MI 49546

CONTACT NAME:

PHONE (A/C, No, Ext): (616) 233-4111

FAX (A/C, No): (616) 233-4110

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Hartford Fire Insurance Company

19682

INSURER B : Trumbull Insurance Company

27120

INSURER C : Hartford Casualty Insurance Company

29424

INSURER D : Hartford Insurance Group

914

INSURER E :

INSURER F :

COVERAGES		CERTIFICATE NUMBER:				REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒	COMMERCIAL GENERAL LIABILITY			81UUNAW5SE5	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 1,000,000
	☐	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☐							MED EXP (Any one person)	\$ 10,000
	☐							PERSONAL & ADV INJURY	\$ 1,000,000
	☐							GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		☐ POLICY ☒ PRO-JECT ☒ LOC							\$
		OTHER:							\$
B	☒	AUTOMOBILE LIABILITY			81UENGD5115	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐	ANY AUTO OWNED AUTOS ONLY	☐	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	☐	HIRED AUTOS ONLY	☐	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$
	☐							PROPERTY DAMAGE (Per accident)	\$
	☐								\$
C	☒	UMBRELLA LIAB	☒	OCCUR	81XHUAUW5U2M	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 10,000,000
	☐	EXCESS LIAB	☐	CLAIMS-MADE				AGGREGATE	\$ 10,000,000
	☐	DED	☐	RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				81WEAW5SDN	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☒ Y / ☒ N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Page 97 of 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: Certs@pciaonline.com	
	PHONE (A/C, No, Ext): (800) 969-4041	FAX (A/C, No): (800) 969-4081
	E-MAIL ADDRESS: Certs@pciaonline.com	
	INSURER(S) AFFORDING COVERAGE	
INSURER A: XL Specialty Insurance Company		NAIC # 37885
INSURED Progressive AE Inc., Progressive Companies, Progressive Architecture Engineering, P.C., Progressive Architecture Engineering & Planning I, LLC, 1811 Four Mile Road, N.E. Grand Rapids MI 49525-2442	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 25-26 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐	CLAIMS-MADE				AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR5043359	5/11/2025	5/11/2026	Per Claim \$ 5,000,000
							Aggregate \$ 7,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured Continued.: Progressive Architecture Engineering & Planning II, LLC
Progressive Architecture Engineering & Planning III, LLC.

CERTIFICATE HOLDER CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/SUNNY

Michael Cosgrove

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PROGRESSIVE
COMPANIES

weareprogressive.com

Progressive Companies Proposal - City of Muskegon Third Street Wharf

Final Audit Report

2026-07-30

Created:	2026-07-30
By:	Jolie Foor (jfoor@weareprogressive.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAano6pRC-0EJr5dWH_oKzQ-nEKqbATRGT

"Progressive Companies Proposal - City of Muskegon Third Street Wharf" History

-  Document created by Jolie Foor (jfoor@weareprogressive.com)
2026-07-30 - 1:39:22 PM GMT
-  Document emailed to Bill Culhane (bculhane@weareprogressive.com) for signature
2026-07-30 - 1:39:37 PM GMT
-  Email viewed by Bill Culhane (bculhane@weareprogressive.com)
2026-07-30 - 1:40:02 PM GMT
-  Document e-signed by Bill Culhane (bculhane@weareprogressive.com)
Signature Date: 2026-07-30 - 2:49:45 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-07-30 - 2:49:45 PM GMT



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 25, 2026	Title: OpenGov EAM Software Renewal							
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works							
Brief Summary: Staff seeks authorization to enter into an agreement with OpenGov, Inc. for Enterprise Asset Management software services in the amount of \$60,103.13.								
Detailed Summary & Background: The Public Works Department, together with many of its sub-departments, has been adopting OpenGov Enterprise Asset Management (EAM) software for a couple of years now (formerly known as Cartegraph). As sub-departments come onboard, OpenGov has been combining them into a single annual renewal agreement. Our highway department is currently onboarding under another agreement, so they are not included in this item (their agreement was previously approved by the Commission). As additional departments are onboarded, they will begin to appear on the annual renewal. The invoice includes the cost breakdown by department, with the "base subscription," shown as the <i>Asset Management</i> item, being assigned to the PSB (Public Service Building) Fund so all departments share in the cost. Despite multiple attempts to change it, OpenGov still refers to our treatment domain as wastewater, but the treatment component is the portion of the software we use for the Water Treatment Plant.								
Goal/Action Item: 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Reliable and efficient short and long term financial practices								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: \$60,103.13	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;">X</td> <td style="width: 15%;">No</td> <td style="width: 10%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Fund(s) or Account(s): 642 (Public Service Building): \$36,816.91 590 (Sewer): \$4,810.37 591 (Water): \$18,475.85	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: 10%;"></td> <td style="width: 15%;">No</td> <td style="width: 10%;">X</td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Recommended Motion: Move to authorize staff to enter into an agreement with OpenGov, Inc. for Enterprise Asset Management software services in the amount of \$60,103.13								

Approvals:

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

Name the Policy/Ordinance Followed:



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q-19446
Created On: 08/06/2026
Order Form Expiration: 11/26/2026
Subscription Start Date: 11/27/2026
Subscription End Date: 11/26/2027

Prepared By: Chloe Webb
Email: cwebb@opengov.com
Contract Term: 12 Months

Customer Information:

Customer: City of Muskegon, MI
Bill To/Ship To: PO Box 536 207
Muskegon, Michigan
49440
United States
Contact Name: Joe Buthker
Email: joe.buthker@shorelinecity.com
Phone: 231-724-4184

Order Details:

Billing Frequency: Prepaid
Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
811 Integration	11/27/2026	11/26/2027	\$542.43
Asset Management	11/27/2026	11/26/2027	\$36,816.91
Wastewater Collection	11/27/2026	11/26/2027	\$4,539.15
Wastewater Treatment Domain	11/27/2026	11/26/2027	\$13,665.49
Water Distribution Domain	11/27/2026	11/26/2027	\$4,539.15

Customer Billing/Service Periods:

Period: 11/27/2026
Total: \$60,103.13

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>. The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has been reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Muskegon, MI:

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 25, 2026	Title: Amendment to the Planned Unit Development at Harbour Towne Condominium Association
Submitted by: Mike Franzak, Planning Director	Department: Planning
Brief Summary: Request to amend the Planned Unit Development (PUD) at Harbour Towne Condominium Association (Parcel # 61-24-425-000-0000-00), to reduce the amount of sidewalk to be installed as required as part of their plans to construct additional housing.	
Detailed Summary & Background: In August 2024, Harbour Towne Condominium Association applied to amend the PUD to allow for an additional 10 buildings (28 units total) on vacant lots located on the west side of the development. The amendment was approved with the following conditions: 1. A turnaround must be incorporated at the end of Channel View Point. 2. An additional fire hydrant must be added along Channel View Point. (They have since worked with the Fire Marshal and determined this is not necessary). 3. A stormwater permit must be obtained from the Engineering Department before construction commences. 4. A landscaping plan is provided. (These will be reviewed by staff during the building permit phase). 5. Sidewalks through Harbour Towne Circle East and West are installed within two years from the commencement of construction. Harbour Towne Condominium Association has been unable to find a way to finance the installation of a new sidewalk throughout the entire development, so they are now proposing a scaled-back version of the sidewalk connection, which would include a new sidewalk from the Fulton St entrance to the Indiana St entrance, as depicted on the map that has been included. The Engineering Department has the following comments regarding the proposed site plan: 1. A crosswalk will be incorporated at Indiana St, including accessible ramps. The existing sidewalk on Indiana St that this will connect to is on the south side. 2. While the City's engineering group or a consultant, whichever ends up designing this, will be able to make the highlighted route work, several of the driveways on the east side of West Harbour Towne Circle will get quite a bit steeper near the roadway. Those residents may be unhappy with the result, as the steepness of their driveways may cause bottoming out or at the least a "lumpy" ride. 3. Grading easements will be needed outside the existing right-of-way, particularly along the east side of the street. If not obtainable, retaining walls may be necessary, driving up costs. Grading easements for the driveways will be absolutely required and are necessary for the project as proposed.	

4. Improved sidewalk ramps, requiring grading easements and possibly requiring permanent easements, will be needed at the Fulton entrance to make the sidewalks ADA-compliant, which is a requirement for public sidewalks when upgraded.

The Planning Commission unanimously (5-0, 3 absent, 1 abstain) recommended approval of the request with the following conditions:

1. A turnaround must be incorporated at the end of Channel View Point.
2. A stormwater permit must be obtained from the Engineering Department before construction commences.
3. A landscaping plan is provided.
4. A crosswalk will be installed at Indiana St.
5. Grading easements will be needed outside the existing right-of-way, particularly along the east side of the street. If not obtainable, retaining walls may be required.
6. Improved sidewalk ramps, requiring grading easements and possibly requiring permanent easements, will be required at the Fulton entrance to make the sidewalks ADA-compliant.
7. The additional fire hydrant will no longer be required.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Zoning Ordinance

Goal/Action Item:

2027 Goal 2: Economic Development Housing and Business

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	
-----	--	----	--	-----	---	--

Recommended Motion:

I move the request to amend the Planned Unit Development at Harbour Towne Condominium Association, to reduce the amount of sidewalk to be installed as required as part of their plans to construct additional housing, be approved with the following conditions:

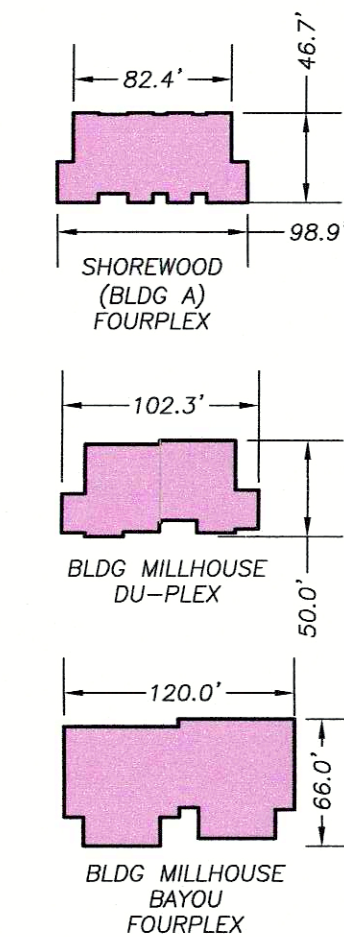
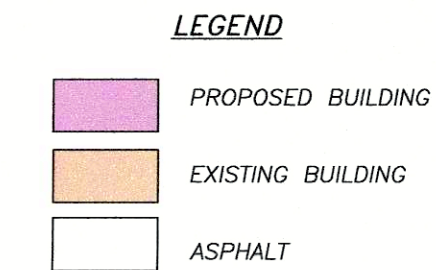
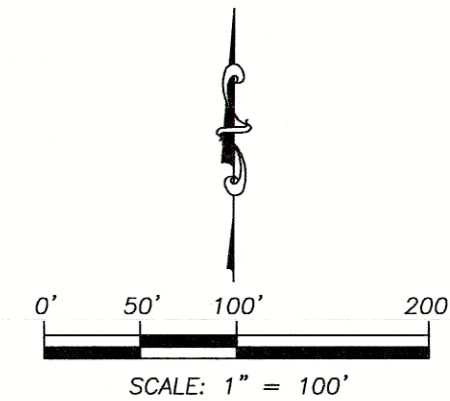
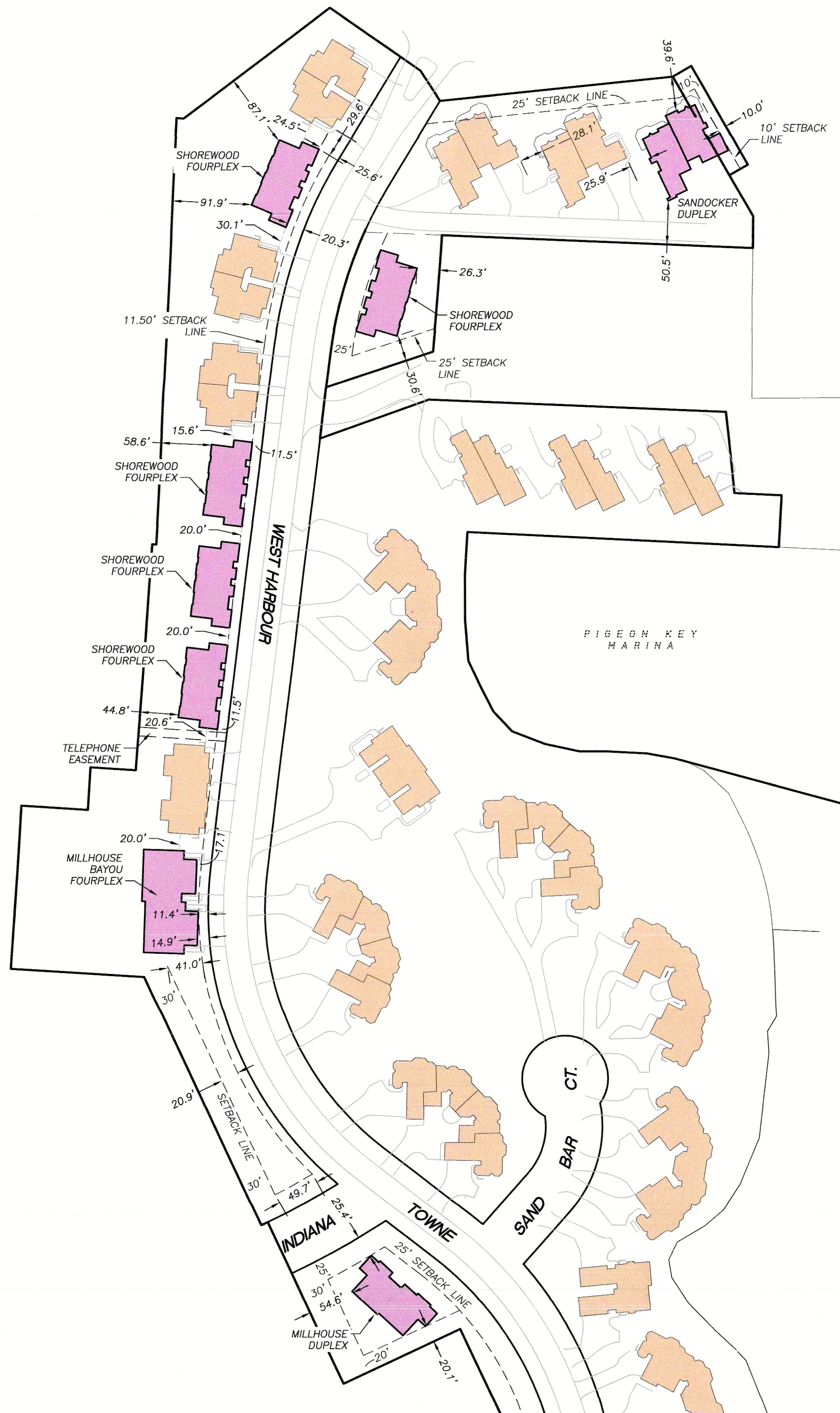
1. A turnaround must be incorporated at the end of Channel View Point.
2. A stormwater permit must be obtained from the Engineering Department before construction commences.
3. A landscaping plan is provided.
4. A crosswalk will be installed at Indiana St.
5. Grading easements will be needed outside the existing right-of-way, particularly along the east side of the street. If not obtainable, retaining walls may be required.
6. Improved sidewalk ramps, requiring grading easements and possibly requiring permanent easements, will be required at the Fulton entrance to make the sidewalks ADA-compliant.
7. The additional fire hydrant will no longer be required.

Approvals:

Guest(s) Invited / Presenting:

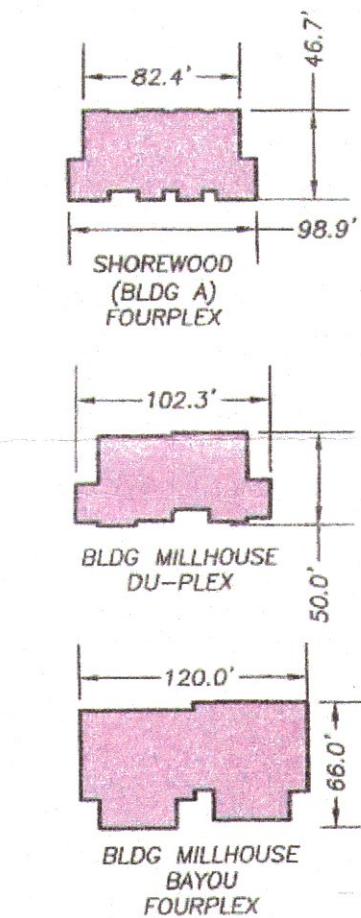
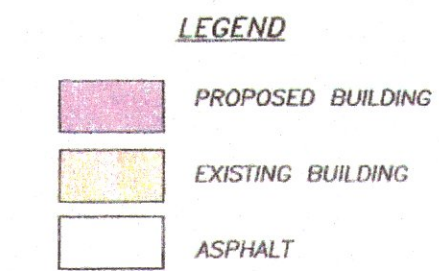
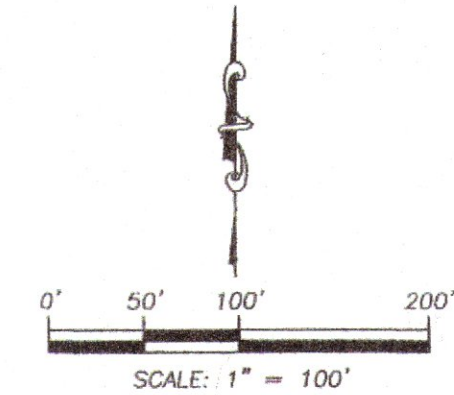
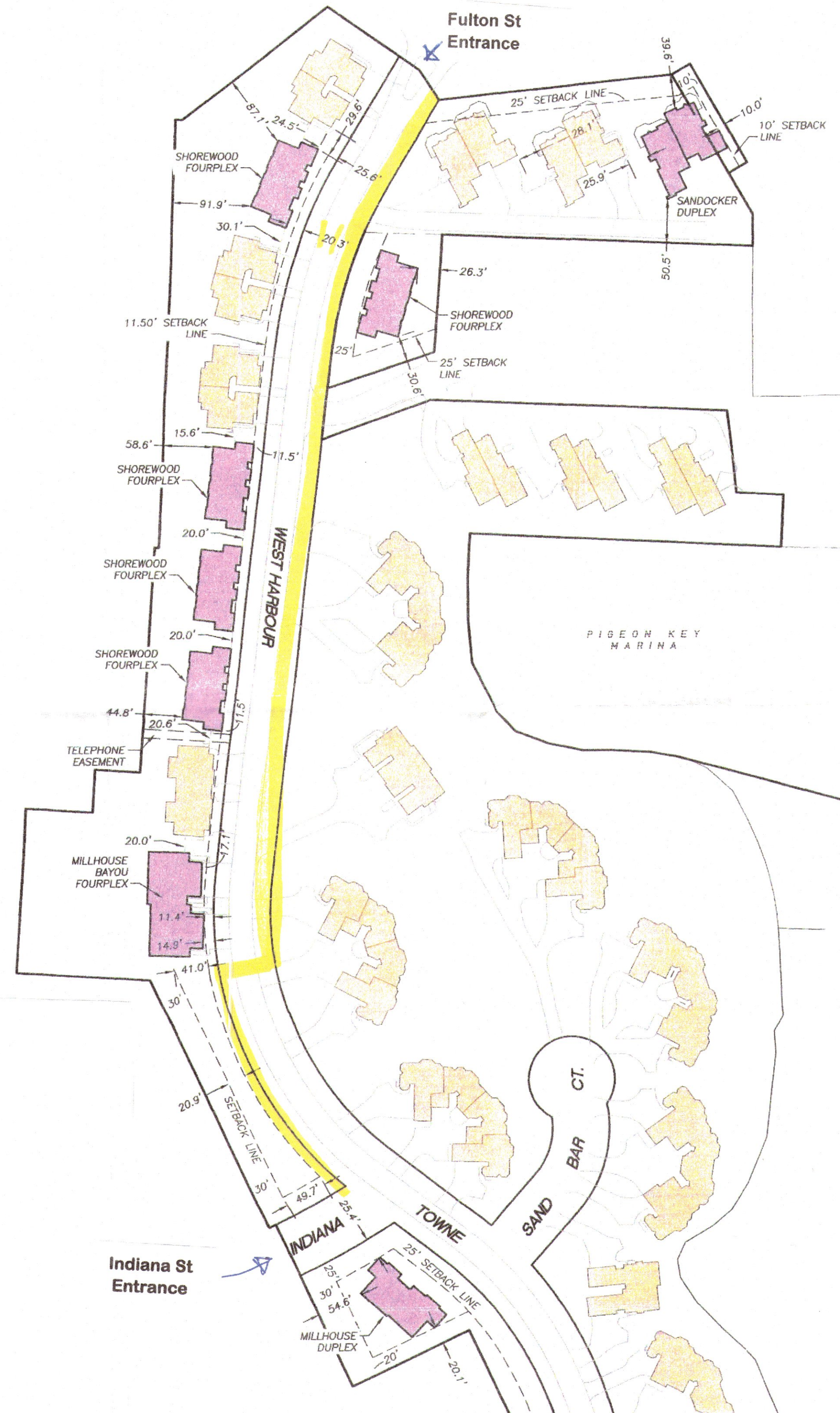
No

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



SCALE: 1" = 100'
ZONING: PUD

PROJECT NAME:		PROJECT #		DATE:													
SITE PLAN		03704-0002		8-08-24													
HARBOUR TOWNE, CITY OF MUSKEGON, MICHIGAN		(REF: 007-39D)		SURVEYED BY:													
				CHECKED BY:													
				DWG NAME:.		DESIGNED BY:											
				Westshore ESE													
				2534 Black Creek Road													
				Muskegon, MI 49444													
				Ph: (231) 777-3447													
				E-mail: Service@Westshore.net													



SCALE: 1" = 100'
ZONING: PUD

WESTSHORE ENGINEERING & SURVEYING ENVIRONMENTAL				PROJECT NAME: SITE PLAN HARBOUR TOWNE CITY OF MUSKEGON, MICHIGAN	
DRAWN BY:	NSS	CHECKED BY:	DATE:	DESIGNED BY:	DATE:
Westshore ESE 2534 Black Creek Road Muskegon, MI 49444 Ph: (231) 777-3447 E-mail: Service@Westshore.net		PROJECT # 03704-0002 (REF: 007-39D)			
				PAGE # 1 OF 1	

MUSKEGON CHANNEL

OSR

MUSKEGON LAKE/HARBOUR TOWNE MARINA

PUD

LR

WIGAN

OSR

R

LAWYER TEAM AVAILABLE

1992

REVISED

PLANTCHAMN





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 25, 2026	Title: Fuel Services Contract								
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works								
Brief Summary: Staff requests authorization to enter into a three-year contract with J&H Oil Co. for fuel, delivery, and fuel management services for \$0.025 over OPIS Rack (market) pricing.									
Detailed Summary & Background: During the design development phase of the DPW renovation, it became apparent that the City had no formal contract with a fuel provider. Accordingly, staff solicited bids for the fuel itself, delivery, management of our fueling equipment, and consulting services related to the DPW renovation. Only a single bid was received; however, that bid was from J&H Oil, the recent successor to our longtime provider, Van Mannen Petroleum (J&H recently purchased Van Mannen). We have had excellent service from their office, and we have been assured that it will continue under the new headline. Accordingly, staff recommends award to J&H Oil Co. at the prices and rates shown on the attached bid sheet, the most relevant of which is a markup of \$0.025 over the market rate known as "OPIS Rack" pricing. The amount requested below is an estimate based on past fuel purchases and is budgeted in the Equipment Fund and elsewhere, as appropriate. Actual fuel purchases will be made as needed by staff under this contract.									
Goal/Action Item: 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Reliable and efficient short and long term financial practices									
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:									
Amount Requested: \$100,000 (Estimated)	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): 661 (Equipment) and Variable	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 three-year contract with J&H Oil Co. for fuel, delivery, and fuel management services for \$0.025 over OPIS Rack pricing.									

Approvals:

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

Name the Policy/Ordinance Followed:

PRICING PROPOSAL FORM

The proposer certifies that all pricing provided is complete and inclusive of all costs required to perform the services described. Do not leave any line or space blank.

<u>Part 1 – Design Assistance and Technical Support</u>	
Not-to-Exceed Fee, Billed Time & Materials:	\$ <i>See Attached</i>
Project Manager Hourly Rate For Reference:	\$ <i>See Attached</i>
Engineer/Technical Specialist Hourly Rate For Reference:	\$ <i>See Attached</i>
Field Technician Hourly Rate For Reference:	\$ <i>90.00</i>
Will Part 1 fees be reduced or waived upon award of Part 2? If so, please describe.	

<u>Part 2 – Fuel Supply and Fuel Management</u>		
For the purposes of contractor comparison on this bid, the price per U.S. gallon is to be based on the OPIS Muskegon rack CONT AVG posted prices for Thursday, July 9, 2026. It is required to submit a copy of your OPIS pricing sheet for Thursday, July 9, 2026 as a reference. All per gallon prices must be calculated to four decimal places.		
	Unleaded 87	#2 Diesel
OPIS Muskegon Rack CONT AVG Price Per Gallon as of 7/9/26	\$ <i>2.9604</i>	\$ <i>3.4972</i>
Fixed Fee Markup (+) or Discount (-) Per Gallon	\$ <i>.025</i>	\$ <i>.025</i>
Diesel Winter Additive, Price Per Gallon added to tanks as needed		\$ <i>.02</i>
The following items apply to non-standard fuel management costs. Standard costs are included in the single fixed fee markup or discount per gallon listed above.		
Hourly Service Rate for Non-Covered Work:	\$ <i>175</i>	
Emergency Service Hourly Rate (No Fuel Available):	\$ <i>175</i>	
Critical System Failure (No Fuel Available) Response Time (Hours):	<i>2</i>	
Non-Critical Service Response Time (Hours):	<i>24</i>	

Company Name: <i>J+H OIL</i>	Signature: <i>[Signature]</i>
Date: <i>8/7/26</i>	Printed Name & Title: <i>Dean Hickend Sales</i>



8.12.26

City of Muskegon
1350 E. Keating Ave.
Muskegon, MI

Attention: Dan VanderHeide Fuel & Services 2026 (Bid)

Please use this document as our response to your recent bid for Fuel & Services

Part 1: Design Assistance and Technical Support

- Not-to-exceed Fee, Billed Time & Materials,
- Project Manager Hourly Rate
- Engineer/Technical Specialist Hourly Rate

For customers purchasing our products, we will assist in the design of the new fuel island at no charge. However, we are not an engineering company that could generate or sign off on blueprints if required. That cost would have to be determined. We can also assist with LARA and do work with them consistently with our fuel stations (approx. 98 stores), both new and those requiring recertification.

We also offer many different types of Fuel Management Services that could be integrated into your system, which you could manage, or we could manage for you. We installed a system at Muskegon County Resource Recovery Center that you could review on Swanson Ave,

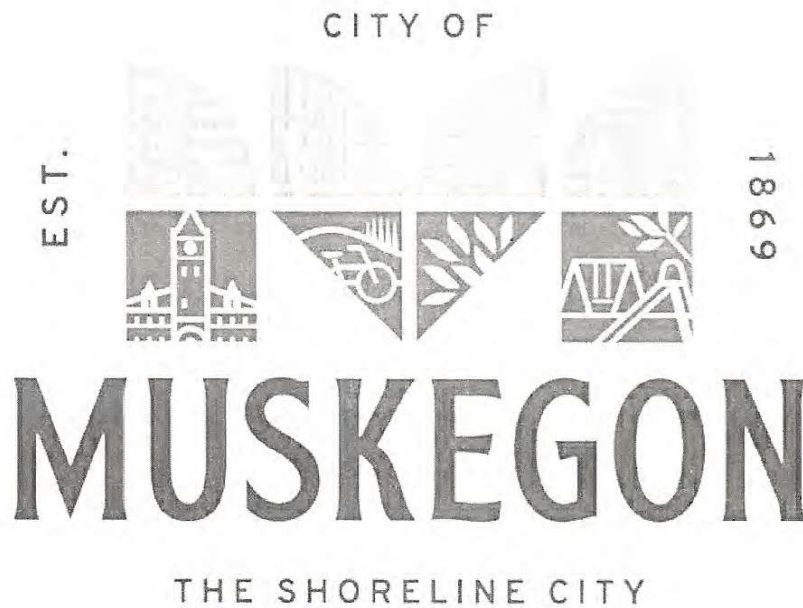
During your upcoming outage, we could provide temporary monitored tanks or fill the generators you own. Please note that our W-9 lists VMJH LLC; this is a temporary company set up for tax purposes following the merger with Van Manen Petroleum Group.

We are thankful for your current business and look forward to working with you in the future.

Thanks again for this opportunity. Feel free to contact me if you have any questions or need additional information.

Sincerely,

Dean Heidema
616.915.3675
dheidema@jhoil.com



REQUEST FOR PROPOSALS

PROJECT NAME: Fuel & Fuel Services 2026

DATE OF ISSUANCE: July 24, 2026

DATE PROPOSAL DUE: August 13, 2026

ISSUING OFFICE: City of Muskegon
Department of Public Works
Attn: Dan VanderHeide, Director
Ref. Fuel & Fuel Services 2026
1350 E. Keating Ave.
Muskegon, MI 49442
(231) 724-6993
dan.vanderheide@shorelinecity.com

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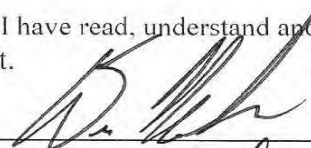
Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact Dan VanderHeide at the City of Muskegon via (231) 724-6993 or via E-mail at dan.vanderheide@muskegonmi.gov

PROPOSAL & AWARD

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

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

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

Signature  Title Sr. Asst

Print Name Dean Heidema Date 8/7/26

Firm Name JH Oil VMJH

Address 0-305 Lake Michigan Dr

Grand Rapids MI

Telephone No. 616 433 9620

E-Mail cheidema@JHOil.com

Fax No. 616 453 1130

INSTRUCTIONS TO BIDDERS

Terms and Conditions

All proposals must be submitted following the proposal format supplied by the City of Muskegon in this document and shall be subject to all requirements of this document.

Each bidder will include in their proposal a listing of any proposed sub-consultant/contractor and the name and address of each which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and experience of any proposed subconsultant for prior approval. Subconsultants, if any, shall be approved by the Project Manager prior to acceptance of a contract and shall bound by these terms and conditions. The submitting firm shall furnish any subconsultant's proof of insurance meeting city requirements upon request.

The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The bidder to whom the award is made will be notified at the earliest possible date. All bidders submitting proposals will be notified when the award is made.

Award will not be completed until confirmed and recommended by the City Commission.

Submittal of Proposals

Responder must submit bids on the forms included in or with this document. Bids may be submitted electronically through the Bidnet site. Bids may also be submitted in a physical package at the City Clerk's Office at 933 Terrace Street prior to the deadline and during business hours. Physical submittals shall be made in triplicate. The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular contract for which the proposal is offered.

For electronic submittal, bids may be submitted at the Bidnet site only. Bid offers sent by other electronic devices or formats (such as email) are NOT acceptable and will be rejected upon receipt. Responses submitted electronically will be submitted through the online Bidnet Portal at: <http://www.bidsdirect.com/mh/muskegon>. Submission materials should be prepared in the Contents of Proposal Submittal in this document.

The proposals shall be submitted no later than 2:00 PM, August 13, 2026.

Inquiries

The sole point of contact concerning the Request for Bids (RFP) is the identified contact at the Bidnet portal at: <http://www.bidsdirect.com/mh/muskegon>. Contacting any other personnel, agent, consultant or representative via any other method is Non-Binding and may result in disqualification.

To contact the City of Muskegon or ask questions in relation to this RFP, respondents must register

with the City of Muskegon public purchasing portal at <http://www.muskegonmi.com> (the "Portal") and initiate the communication electronically through the Opportunity Q&A. The Organization will not accept any respondent's communications by any other means, except as specifically stated in this RFP. Respondents needing assistance with registration should contact customer support at 1-800-835-4603 or e-mail at customer.support@muskegonmi.com.

Questions must be submitted no later than the time and date specified on the cover of this document. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted on <http://www.muskegonmi.com>.

City Responsibilities

The City of Muskegon will provide information as to the City's requirements for the project and make available pertinent information which may be useful in the project work.

The City will designate a person to act as the City's Project Manager (Dan VanderHeide) with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to elements pertinent to the project.

The City will examine all studies, reports, estimates, proposals, and other documents prepared by the bidder and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The City will direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the firm of the appropriateness of such action.

The City will direct the bidder in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the firm detailing as to cost, time schedule, and reason for such special service or extra work.

SCOPE OF SERVICES

The City is seeking proposals from qualified firms to provide fuel supply and fuel management, as well as fuel system consulting services in support of the relocation and modernization of its existing fueling facility. The selected firm is intended to serve as a long-term partner for both fuel procurement and fuel system operations. The City offers a three-year contract with extension options to be determined at a later date.

The project consists of two primary components:

- Design assistance and technical support for the relocation of the existing fueling system
- Long-term fuel supply and fuel management services.

Part 1 – Design Assistance and Technical Support

The selected bidder shall provide design-assist services to support the relocation and modernization of the City's fueling system. The City entered into an Energy Performance Contract (EPC) with Johnson Controls, Inc. (JCI) who has retained Progressive for architecture and engineering, and will retain contractors and subcontractors when appropriate. The selected firm shall coordinate with these parties.

Services shall include, at a minimum:

- Evaluation of existing underground storage tanks (USTs), including compatibility with proposed equipment, review of available inspection/testing records, and identification of regulatory compliance requirements.
- Written recommendations regarding continued use, required upgrades, and anticipated remaining service life of existing tanks and associated components.
- Recommendations for fuel system layout, dispenser configuration, and operational efficiency.
- Specification of fuel system components, including dispensers, fuel management systems, tank monitoring systems (ATG), and associated controls.
- Electrical and communications requirements for integration with City systems.
- Integration planning with the City's asset management system (OpenGov EAM, formerly known as Cartegraph) and potential telematics platforms (such as Samsara, etc.).
- Review of construction documents and coordination with the project team.
- Technical support during construction, including submittal review and commissioning assistance.

If the selected bidder intends to provide construction or installation services, such services shall be performed under contract with JCI and/or their contractors or subcontractors. Selection under this RFP for assistance, management and fuel delivery will not preclude a firm from providing construction services if successful in obtaining a contract from JCI or any of their contracted parties, but neither does it provide any assurance of a contract for construction or installation.

Part 2 – Fuel Supply and Fuel Management Services

The selected firm shall provide ongoing fuel supply and fuel system management services for the City's fleet operations. The City uses about 150,000 gallons of fuel per year. It is important to note that the City's existing fuel system, and/or a temporary system created under the EPC during

the construction period, must remain viable until the new system is in place and operational.

Fuel Supply (See *Fuel Requirements* section on the following page for more details).

- Supply and delivery of unleaded gasoline and on-road diesel fuel.
- Pricing based on a recognized fuel index plus a fixed markup or discount.
- A single fixed fee markup (+) or single fixed fee discount (-) including all fees and charges.
- Reliable delivery scheduling and emergency delivery capability.

Operations and Maintenance

- Preventative maintenance and repair of fueling equipment and control systems.
- Software updates and technical support.
- Defined service response times for system outages and maintenance needs.
- Act as the City's UST Class A and Class B Operator with regard to all compliance and regulatory issues, including filings, audits, inspections, etc.

Management Requirements

- Systems shall be non-proprietary or based on widely supported platforms.
- The City shall retain ownership of and access to all operational and transaction data.
- Proposers shall demonstrate experience with municipal or public fleet fueling systems of similar scale.
- Proposers shall clearly identify any optional services or enhancements.

The City reserves the right to award Phase 1 and Phase 2 services to a single firm or to separate firms, as determined to be in its best interest.

Note: The following scope items are provided only for information as they relate to other components of this RFP – all hardware, equipment and installation will be provided under the EPC by contractors of JCI.

Fuel Management System (By Others)

- Provision of a fuel management system, including card readers, vehicle/driver identification, and transaction tracking.
- Tank monitoring system (ATG) integration, including inventory tracking and leak detection compatibility.
- Reporting capabilities, including fuel usage by driver, vehicle, department, and fuel type.
- Integration with the City's asset management system (OpenGov EAM, formerly known as Cartegraph) and other future platforms (Samsara, etc.) via API or equivalent means.

FUEL REQUIREMENTS

The City of Muskegon purchases approximately 115,000 gallons of unleaded gasoline annually. Unleaded gasoline shall be refinery fuel 87 Octane or higher. Ethanol Blended (E10) fuel is acceptable.

The City purchases approximately 55,000 gallons of diesel fuel annually. Bidders shall supply number 2 ultra-low sulfur on-road dyed diesel fuel that meets the following specifications:

- Sulfur – 15 ppm maximum

- Flash Point minimum – 120-degree F to 190-degree F
- Flammable limits (% by volume in air) – 0.7 lower / 5.0 upper
- Cetane Index – 40 minimum
- Diesel fuel winterizer shall be added to the supplied diesel fuel for all sites as seasonally appropriate

Delivery Locations and Requirements

The City of Muskegon has three locations with the ability to receive bulk fuel deliveries and store the fuel in either an above ground or below ground fuel tank. Each of these locations operates independently and have unique requirements based on their site. It is the contractor's responsibility to understand the differences between the different sites and the requirements for each department as specified and make sure those requirements are met as necessary.

1. **Public Service Building, 1350 E. Keating Ave.** – Two underground storage tanks with standard fuel transport delivery capability. Diesel fuel is stored in a 7,000 gallon tank; unleaded fuel is stored in an 8,000 gallon tank. The tanks are remotely monitored by the fuel provider (see elsewhere in this RFP for more information) and fuel is delivered as needed with any communication with staff being for information only. Deliveries have historically been of a non-typical size due to the monitoring capability; fuel delivery has often been provided by “emptying the truck” at the provider's discretion. When delivery is required specifically for the City, it often arrives in amounts of 3,000 to 4,000 gallons. Use is relatively consistent year-round with slightly more diesel in the winter and slightly more unleaded in the summer.
2. **Cemetery Maintenance Facility, 600 Nims St.** – One 500-gallon above-ground storage tank holding unleaded fuel and requiring tankwagon delivery. The contractor will periodically receive a request from staff via phone or email to request delivery. Deliveries are made typically 2 or 3 times per year during the summer months.
3. **Water Filtration Plant, 1900 and 2375 Beach St.** – One 500-gallon above-ground storage tank holding diesel fuel and requiring tankwagon delivery. The contractor will periodically receive a request from staff via phone or email to request delivery. Deliveries are made typically 2 or 3 times per year during the summer months.

In addition to the tank on site, the plant uses two diesel generators during power outages, one with a 500-gallon tank and another with a 1,000-gallon tank. During power outages, the smaller generator tank requires filling as often as every 8 hours, including 24-hour operations (overnight). The larger generator tank needs fuel at a lower frequency and depends on system demand at the time of the outage. Delivery must be by tankwagon. No pricing is requested at this time, but **by submitting a bid under this RFP the provider agrees to provide this service when needed.** Pricing will be at the provider's standard emergency rates.

Fuel Pricing

The City requires a firm price for the entire contract period. Invoices will be reviewed to confirm compliance with bid pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract. The volatility of fuel prices is cause for soliciting bids on a basis that will compensate for the consistent change in prices. Therefore, it is the intent of this solicitation to bid

on the following basis:

- **Base Fuel Price:** The base fuel price will be set from the Oil Price Information Services Index Daily Rack "CONT AVG" rate. The daily OPIS Rack "CONT AVG" price for each fuel type (87 Octane Regular or Ultra-Low Sulfur Number 2 Diesel) will be charged on the date fuel is delivered.
- **Fixed Fee per Gallon:** Plus (+) or Minus (-): Bidders must submit on the Bid Form, a single fixed fee markup (+) or single fixed fee discount (-) to be added or subtracted from the base price, (as defined above), to arrive at the firm, fixed purchase price per gallon for each fuel type and/or grade listed for each gallon of fuel delivered to the City of Muskegon. This fixed fee markup or fixed fee discount will remain firm for the period of the contract. With the exception of taxes, the fixed fee will include any and all charges F.O.B. destination, plus any and all charges for standard monitoring and maintenance of the fuel system(s). (This includes delivery cost from the bidder's terminal to delivery locations within the City of Muskegon as defined above, including but not limited to handling cost and transportation to delivery locations, monitoring fees, software fees, standard fuel system maintenance costs, contractor's profit, overhead, and administrative cost incurred by the supplier.)
- **Diesel Winterizer** as applicable. Provide the total price per gallon of winterizer added to bulk tanks as may be needed seasonally.
- **Taxes and Fees Not Included in Base Fuel Price:** The City recognizes that outside of the fixed fee there will be additional taxes and fees that must be collected. These taxes and fees should be listed on the invoices as separate line items. These taxes and fees are not at the discretion of the provider; only taxes and fees the provider is obligated to charge by law or regulation may be shown as separate charges on the invoice and/or delivery documentation.

Fuel Spills

Successful bidder, upon award of a contract, shall provide the name and telephone of all employees in the provider's organization to be contacted in the event of a spill. Provider must report to City personnel all fuel spills that occur during, or resulting from, delivery of fuel. Spills must be cleaned up within twenty-four (24) hours. Provider shall be responsible for all costs associated with a fuel spill included but not limited to lab testing, waste disposal, fines, and monitoring.

CONTENTS OF SUBMITTAL

Providers should also include the following items to assist in the evaluation of Part 1.

Qualifications of Team

Include a brief narrative description of the key members of the team and the roles they will play in the successful implementation of this project. Highlight similar past experiences, and technical competence as it relates to the specific project details and previously completed projects. Include any key members of sub consultants within the narrative and description.

Understanding of Services

Include a narrative description of your plan for accomplishing Part 1. Identify critical areas of the project and your plan for addressing the critical needs.

Detailed Scope of Work and Fee

Include a document that details the specific staff involved in each scope item and their hourly rate(s), the number of hours required to complete each scope item, and any other direct expenses that cannot be accounted for in the hourly calculation

Additional Information

The firm may also include any additional information and/or comments believed to be pertinent but not specifically requested elsewhere in the document. Additional information not specifically requested in this RFP should be limited to no more than 5 pages.

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

1. Fuel Pricing (40 Points)
 - a. Competitiveness of markup over OPIS rack pricing
 - b. Clarity and transparency of pricing structure
2. Operations, Maintenance & Service (20 Points)
 - a. Preventative maintenance program
 - b. Service response times and support capabilities
 - c. Availability of local/regional support
3. Experience & Qualifications (15 Points)
 - a. Experience with municipal or public fleet fueling systems
 - b. Experience with similar system size and complexity
 - c. Qualifications of key personnel
4. Fuel Management System & Technology (15 Points)
 - a. Functionality and usability of system
 - b. Integration capability with City systems
 - c. Data ownership and accessibility

- d. System reliability and scalability
- 5. Technical Approach – Phase 1 (5 Points)
 - a. Understanding of project constraints and delivery method
 - b. Approach to UST evaluation and risk identification
 - c. Quality of design-assist methodology and coordination with project team
- 6. Implementation & Transition Plan (5 Points)
 - a. Approach to system commissioning
 - b. Coordination with construction team
 - c. Risk mitigation during transition

The City reserves the right to award to the proposer that provides the best overall value, not necessarily the lowest cost.

INSURANCE REQUIRMENTS

The Bidder will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

- a. Hold Harmless Agreements: To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.
- b. Consultant Insurance Requirements: Consultant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. Workers' Compensation Insurance: The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. General Liability Insurance: The Consultant shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. Motor Vehicle Liability: The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$500,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non- owned vehicles and all hired vehicles.

- f. Professional Liability Insurance: The Consultant shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim.
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.
- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:
- Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance.
 - Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance.
 - Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance.
 - Two (2) copies of Certificate of Insurance for Professional Liability Insurance.
 - If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 25, 2026	Title: Architectural Firm Selection: Infill Housing Phase 4										
Submitted by: Jonathan Seyferth, City Manager	Department: Economic Development										
Brief Summary: The city has received two qualified responses to our Infill Housing Design RFP for the neighborhood homes, and staff is recommending Trellis Architecture of Muskegon, Michigan as the preferred firm.											
Detailed Summary & Background: The Development Services Division authored and released a Request for Proposals to retain an architecture firm for the design of construction ready plans for our next round of infill housing in city neighborhoods. We asked for the design of 3 separate house plans at various sizes to vary our products we sell, that submissions consider the character of existing neighborhoods, and that they consider cost efficiency in the design from a construction standpoint. The submissions include one from PLY+ from Ann Arbor, Michigan at an all-in price of \$94,400 with potential allowances up to an additional \$21,160. The firm included reference projects which were very well received by their developers, though DS staff noted that they tend to have much more modernist design features in their submitted samples than what is present in our neighborhoods currently. The second submission is Trellis Architecture of Muskegon, a new firm formed by local architect Andrea Riegler. Ms. Riegler has experience with various local projects, including two new construction builds for the Community and Neighborhood Services department here in the city. She proposes to use Westshore Engineering as one of her partner subcontractors with whom the City also has extensive work experience. Additionally, Trellis represents a locally owned and operated, woman-owned firm and therefore has consideration in our local preference policy. They are also the low bidder by a considerable amount, coming in with a bid of \$47,530 and some optional additional service allowances of up to \$8,140. Due to the local familiarity, previous work experience with the City, and the considerable bid difference, staff are recommending that the City Commission vote to designate Trellis Architecture as the preferred contractor, and to authorize city staff to enter a contract for services with Trellis in an amount not to exceed \$55,670.											
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: \$55,670		Budgeted Item: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td><td></td><td>N/A</td><td></td></tr></table>				Yes	X	No		N/A	
Yes	X	No		N/A							

Fund(s) or Account(s): Housing Fund (447)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 16.6%;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">No</td> <td style="width: 16.6%;">X</td> <td style="width: 16.6%;">N/A</td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No	X	N/A										
Yes		No	X	N/A												
Recommended Motion: Motion to select Trellis Architecture as the preferred contractor for the Infill Housing Phase 4 neighborhood home design project, and to authorize staff to enter into a service contract with Trellis Architecture not to exceed \$55,670.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 60%;"></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> Procurement Policy
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review																



RESPONSE: REQUEST FOR PROPOSAL

ARCHITECTURAL DESIGN OF RESIDENTIAL INFILL HOMES

SUBMITTED BY:

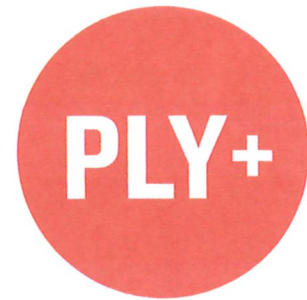
PLY+

409 1/2 N 4TH AVE

ANN ARBOR, MI 48104

AUGUST 13 2026

PLY+ Architecture
409 1/2 N 4th Ave
Ann Arbor, MI. 48104
734 827 2238
info@plyarch.com
plyplus.com



Dear Jake Eckholm and Members of the Selection Committee,

On behalf of PLY+, Inc., thank you for the opportunity to submit our proposal for the Architectural Design of Residential Infill Homes for the City of Muskegon. We appreciate the opportunity to support the Development Services Division in producing construction-ready house plans that can be replicated across the City's vacant infill lots. We understand this effort is intended to give the City a set of designs and a cost benchmark that make it possible to deliver owner-occupied homes at prices the private market cannot reach.

PLY+ is an Ann Arbor-based architecture and interior design practice whose current work includes a range of residential projects designed for constrained sites and disciplined budgets. We help clients translate goals into actionable decisions through site and zoning analysis, careful attention to construction cost, and clear documentation that supports implementation. That approach maps directly onto what this project asks for: three distinct house types sized to the City's targets, ranging from a compact two-bedroom under 800 square feet to a three-bedroom under 1,600, along with a version that begins as two bedrooms above a basement that can grow into three as a household changes. Each type will be developed with an accessible variant, and a framework for varying exteriors across repeated builds.

Our focus will be to work closely with Development Services staff to confirm priorities, evaluate opportunities, and establish a clear direction that is thoughtful, practical, and achievable. The design problem here is a specific one: Muskegon's older neighborhoods were platted at a width that most contemporary house plans simply do not fit, and the City's recent code changes have opened room for more homes on that same land. Working within those dimensions while holding construction cost down is what determines whether these houses reach the buyers the program is meant to serve. It also matters that a plan built a dozen times over does not announce itself as such, and we will give the City the means to let each house sit as an individual building on its street.

On behalf of our entire team, I would like to reaffirm our commitment to providing services to the City of Muskegon. The key personnel listed in this proposal are prepared to carry out the work as scheduled. We appreciate your consideration and welcome the opportunity to discuss our proposal further. Please feel free to contact me at (734) 657-0439 or borum@plyarch.com with any questions.

This proposal shall remain valid for ninety (90) days from the date of submission, and thereafter until it is withdrawn, a contract is executed, or the procurement is terminated by the City of Muskegon, whichever occurs first.

Sincerely,

Craig Borum, FAIA
Principal

Proposal Index

- 00. Cover Letter**
- 01. Project Understanding**
- 02. Design Approach & Experience**
- 03. Project Team**
- 04. Work Plan**
- 05. Schedule**
- 06. Cost Proposal**
- 07. Equity Outreach Statement**
- 08. Insurance & Regulatory Acknowledgment**

01

Project Understanding



Vacant lots are the defining condition of America's older industrial cities. In Muskegon, they are also an opportunity: land already served by streets, sewers, and neighborhoods, waiting for houses that the private market has not found a way to build. The City has spent nearly a decade proving that publicly initiated infill can work, and this project continues that effort by producing a set of house designs that can be built repeatedly, affordably, and well across the City's inventory of vacant parcels.

This project is not simply about producing three sets of drawings. It is about understanding how lot geometry, construction cost, zoning, and neighborhood character work together — and how a decision in one register shows up immediately in another. A plan that gains a few feet of width may no longer fit the lot. A detail that simplifies framing may lower the sale price enough to reach a different buyer. The City's own experience has shown how quickly rising construction costs can erode the affordability targets a program was built around. The designs delivered here need to hold up against that pressure, which means treating cost not as a constraint applied at the end but as a design driver from the first sketch.

A successful outcome will balance immediate buildability with long-range flexibility. The three required house types address different households and different lots: a compact two-bedroom, a larger three-bedroom, and a two-bedroom over a basement that can be finished into a three-bedroom as a family grows — a design that lets a buyer stay in place rather than move up and out of the neighborhood. Each type needs an accessible version so the City can offer homes to mobility-limited buyers in every location it builds, and each needs to sit comfortably on the narrow parcels that characterize Muskegon's older plats, where recent code changes have opened room for more homes on the same land.

Repetition is what makes this program affordable, and it is also its central design risk. A dozen identical houses read as a project rather than a neighborhood. Our work will deliver not only construction-ready documents but a clear framework of exterior variation — massing, roof form, porch, material, and color treated as a set of coordinated choices — so that the City and its contractors can build the same plan many times while each house presents itself as an individual building on its street.

With hundreds of new homes built since 2018 and more in development, the City has established the financing mechanisms, the partnerships, and the political support that most communities are still trying to assemble. Our team brings directly relevant work to that task, including a competition-winning small-lot infill proposal that organizes four ownership units around a shared courtyard while preserving the scale and character of a conventional single-family street, and an ongoing community development in Lansing that integrates single-family homes, row houses, apartments, and shared community space with urban agriculture, forestry, and mass timber reuse on an ecologically sensitive site. Behind those projects stands more than twenty-five years of Michigan residential practice, in new construction and renovation alike, and the considerations that follow set out how we intend to bring that experience to Muskegon's lots.



From lot analysis through construction documents, PLY+ brings careful planning, cost discipline, and buildable detail. Delivering affordable, durable, and well-designed homes is our commitment.

Fit to the Lot

Muskegon's older neighborhoods were platted at widths that most contemporary house plans cannot accommodate without variances or awkward compromise. We will begin by studying the proposed infill lots and working backward from their dimensions, testing each house type against setbacks, buildable width, and the density allowances opened by the City's recent code changes. Plans that fit the land the City already owns are the foundation of everything else in this project.

Variation Without Redesign

Repetition is what makes this program affordable; it also risks producing a subdivision scattered across a city. We will develop a framework of coordinated exterior choices — massing, roof form, porch, entry, material, and color — that lets the same plan be built many times while each house reads as an individual building. The framework will be documented so staff and contractors can apply it without returning for new drawings.

Neighborhood Character

These houses will be built across several different areas of the community, each with its own scale, rhythm, and materials. New construction should take cues from the porches, setbacks, roof pitches, and window proportions already present on the street rather than importing a suburban model onto an urban lot. We will study the target neighborhoods directly and calibrate each type to sit comfortably among its neighbors.

One System, Three Types

The three house types are not three separate designs. We will develop them around a common service core carrying the kitchen, bathroom, and mechanical runs, with a shared structural module and a single set of details, openings, and component sizes running across all three. This makes the design process faster and less prone to error, and it means contractors price and build familiar assemblies no matter which type they are bidding.

Accessibility as a Standard Option

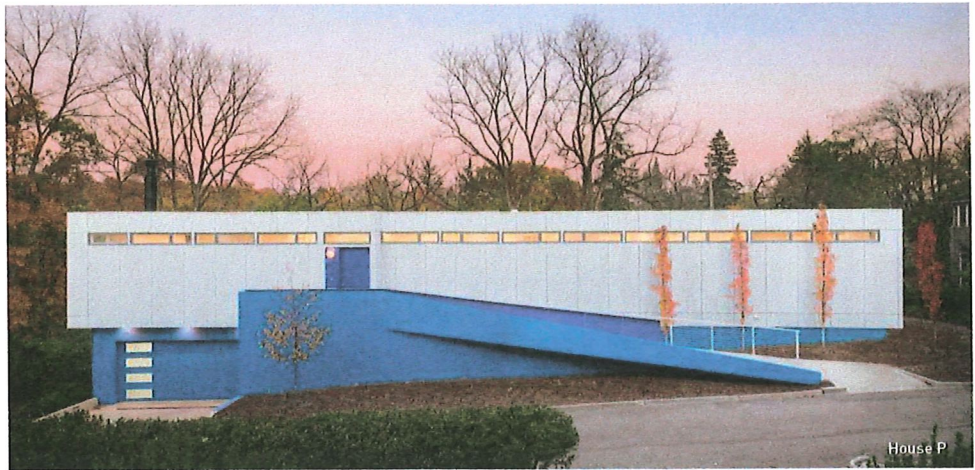
Accessible homes should be available on any lot, not only where a site happens to allow it. We will develop an accessible version of each house type, coordinated with the standard plan so the two share structure, systems, and detailing wherever possible. Beyond code compliance, we will study door widths, thresholds, turning space, and bathroom layouts that make a home usable for visitors and workable as residents age.

Room to Grow

The convertible type asks one house to serve two different households over time. We will design the basement-supported unit so that adding bedrooms and a second bathroom later is a straightforward permitted operation rather than a renovation, with stair, plumbing, egress, and mechanical capacity located and sized in the original construction. This lets an owner add space as their family changes instead of leaving the neighborhood.

02

Design Approach & Experience



Company Information

Company Name:	PLY PLUS, INC
Entity type:	Registered S Corporation
Qualification:	Licensed in Michigan
Address:	409 1/2 N 4th Ave, Ann Arbor, MI 48104
Website:	plyplus.com
Primary Contact Person:	Craig Borum, FAIA, Principal
Phone Number:	(734) 657-0439
Email:	borum@plyarch.com

Design Excellence through Professional Expertise



+10

International Awards in design excellence
(Forbes America's Top 200 Residential Architects | 2025, AN Interior's Top 50 Architects and Designers | 2023, Emerging Voices Award | 2021)

+15

Michigan AIA Awards
(The School at Marygrove | 2023, Michigan Animal Rescue League | 2022, St Mary Chapel | 2019, Eastside Recreation Center w/ MAdE Studio | 2013)

+25

Years in Business
(as PLY Architecture prior to 2018; as PLY+ for the past 8 years)

PLY+
architecture, urbanism, design



PLY+ is an architecture practice dedicated to design excellence. Founded in 1999 as PLY and reimaged under the new partnership in 2018, PLY+ emphasizes the integral roles of design research and collaboration in supporting communities to enhance their built environment through design.

Churchill Gardens

Shaping materials and space through digital tools marked the origins of our practice in 1999. Over the past two decades, our work has expanded in both scale and scope, developing deep expertise in helping public and nonprofit clients align their community impact through design excellence. This commitment is reflected in a range of completed projects, including the renovation of the former Dexter-Elmhurst Community Center in Detroit, transforming a long-neglected recreation facility and vacant lot into a flexible, accessible community hub; the design and construction of a new nonprofit animal shelter serving the often-overlooked city of Pontiac; and work on two historic college buildings in Detroit's Marygrove campus to support a visionary new P-20 educational model for the surrounding community.

Residential design is where our practice began, and houses have remained core to our work as larger civic and institutional commissions joined it. In recent years we have taken up housing at the neighborhood scale, working on community-scale projects and design concepts that test how new homes can be added to existing neighborhoods. These include a competition-winning small-lot infill proposal that fits four ownership units and a shared courtyard onto a single conventional parcel while preserving the character of the street, and an ongoing community development in Lansing that integrates single-family homes, row houses, apartments, and shared community space with urban agriculture, forestry, and mass timber reuse on an ecologically sensitive site. This work addresses a demand shared by cities across Michigan: housing that is affordable to build

PLY+
architecture, urbanism, design

and to own, that adds density without disrupting neighborhood character, and that gives residents a durable stake in where they live.

All of these projects reflect our ongoing commitment to social infrastructure: places that strengthen community connection, support public learning and wellness, and embody long-term resilience. Housing is the most fundamental of these. A well-designed house on a long-vacant lot does more than shelter a household; it repairs a gap in the street, returns a parcel to the tax roll, and signals that a neighborhood is worth investing in.

We understand what publicly initiated infill housing asks of design. For the City of Muskegon, we see this commission as an opportunity to connect lot analysis, code compliance, cost estimating, and design quality into a set of house plans the City can build with confidence, repeatedly, across its inventory of vacant parcels.

Across more than 100 completed projects of varying

scale and complexity, our work has been recognized for experiential richness, thoughtful material use, and a disciplined approach to budget and performance. PLY+ has received numerous awards, including the Architectural League of New York's Emerging Voices Award, which recognizes practices with the potential to meaningfully shape the built environment. Additional recognition includes a P/A Awards citation, an R+D Award from Architect Magazine, a Best of Design Award from The Architect's Newspaper, an American Architecture Award from the Chicago Athenaeum, sixteen AIA Honor Awards, a Masonry Design Award, and a Wood Design Award. Our projects have been featured in national and international publications, including a recent spotlight in the September 2023 issue of The Architect's Newspaper.

These accomplishments reflect our long-standing commitment to design excellence in civic and community environments, and our ability to deliver housing that is thoughtfully planned, carefully documented, and grounded in clarity, collaboration, and long-term value.



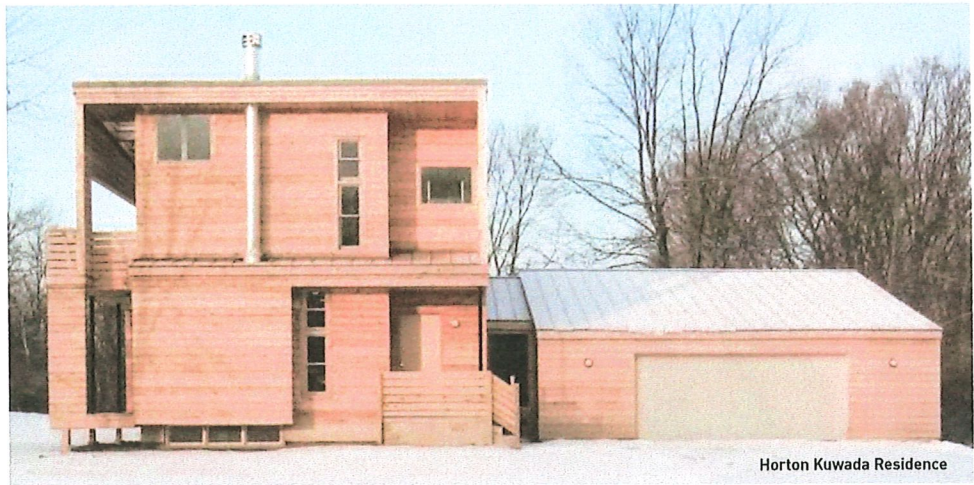
“Collaborative practice PLY+ combines rigorous research and creative invention to produce work recognized for its experiential complexity, geometric experimentation, and discipline. It is guided by three inputs: collaboration, research, and implementation.”

AN Interior's Top 50 Architects and Designers of 2023, AN Interior, Editor's Picks

PLY+
architecture, urbanism, design

02

Design Approach & Experience



Horton Kuwada Residence

Featured Projects

Churchill Garden | Lansing, MI
Twin Court | Los Angeles, CA
Devon Brook Ct | Bloomfield Hills, MI

Other Projects

House L | Ann Arbor, MI
House P | Ann Arbor, MI
The Canopy | Ann Arbor, MI
Four Room House | Beulah, MI
Dexter Residence | Dexter, MI
Huget (Forsythe) House | Ann Arbor, MI
Glass Canopy Porch | Ann Arbor, MI
Horton Kuwada Residence | Ann Arbor, MI
Parkridge House | Ann Arbor, MI
Horton Kuwada Residence | Ann Arbor, MI
Woodlea Dr | Scio Township, MI
Huron River Dr | Ann Arbor, MI
Liberty Loft | Ann Arbor, MI
Ardmoor Ave | Ann Arbor, MI
Case Study House | Cleveland, OH
Ostafin-Smillie Residence | Ann Arbor, MI
Lamb Residence | Dexter, MI
Mountain Retreat | Wears Valley, TN





- A community center where neighbors gather, with a farm shop offering produce grown on site.



- A trail through the preserved wetland connects buildings across the campus while giving the public access to the landscape.

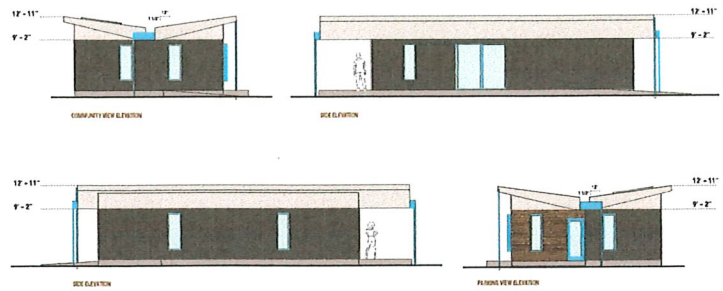
The design proceeded under a set of architectural guidelines written for the development, with the working farm treated as the organizing idea rather than a landscape feature added at the end. Rather than drawing each building type independently, we developed them from a shared plan: a central service core containing the kitchen and bathroom, held constant across types and detailed so that it could be fabricated off site by a building partner, with the remaining rooms configured around it on site. A single repeated element carries the cost and coordination advantages of standardization, while the buildings around it take different forms. Variety in the community comes from that variation rather than from redrawing each house.



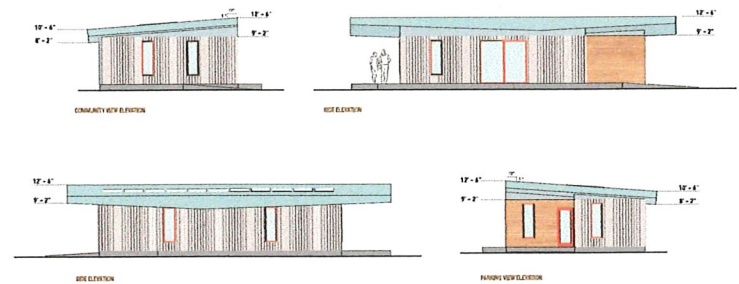
- The urban farm at Churchill Gardens brings a working agricultural lifestyle onto the site and anchors daily life in the community around it.



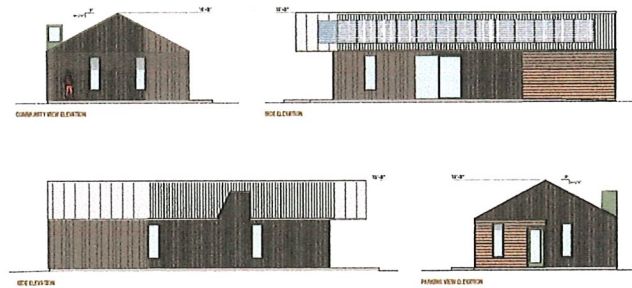
- Single story 2-bedroom design option: Butterfly Roof.



- Single story 2-bedroom design option: Wing Shed

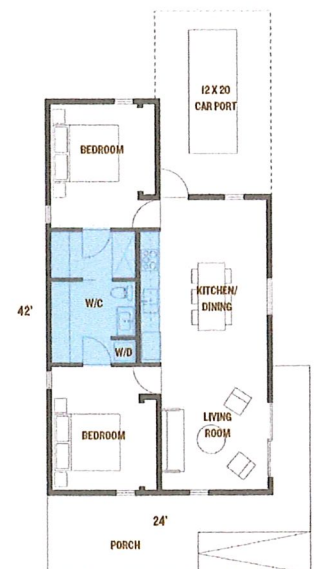


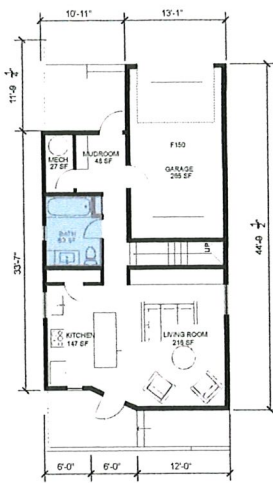
- Single story 2-bedroom design option: Garden Gable



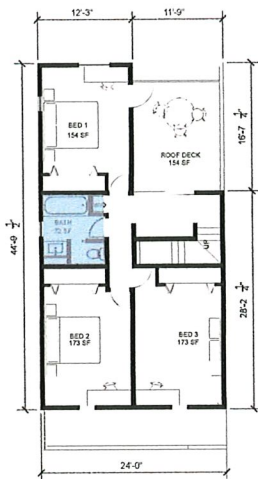
The massing began with the ranch house, the type most familiar in the surrounding neighborhood, and was reworked at the client's initiative into something more dynamic. The result is original and contemporary in form without becoming unrecognizable to the people who live around it. Frontages push and pull along the street, and the recesses that result become garden plots and shared ground between neighbors. The effect is a medium-density fabric rather than the suburban pattern that usually arrives with new detached housing.

Color was developed the same way, choreographed closely against the standards set out through the PUD review process. A coordinated palette was calibrated to complement the neutral tones of the existing structures nearby, so that new construction reads as part of its surroundings rather than announcing itself against them.

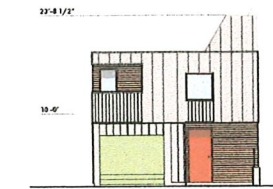




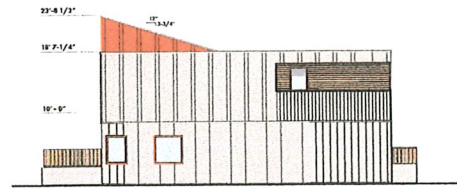
- Two-story 3-bedroom design option: Flat-top



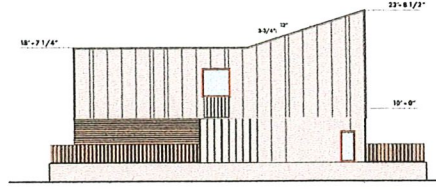
- Two-story 3-bedroom design option: Asymmetric Gable



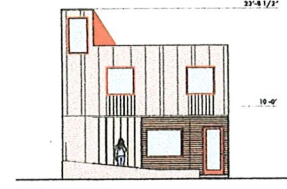
PARKING VIEW ELEVATION



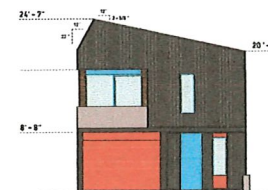
SIDE ELEVATION



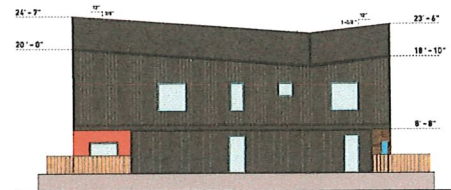
SIDE ELEVATION



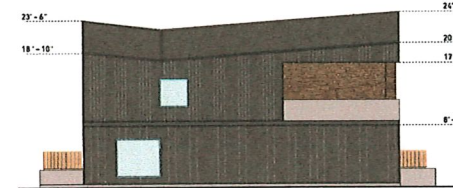
COMMUNITY VIEW ELEVATION



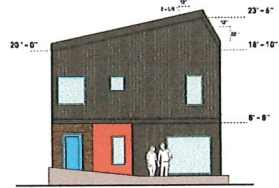
PARKING VIEW ELEVATION



SIDE ELEVATION



SIDE ELEVATION



COMMUNITY VIEW ELEVATION



- Ranches and two story units stand side by side, a mixed income community with units of different sizes tied together through shared color and material choices and a consistent treatment of roof form and openings.



- Row houses built from a shared floor plan, where the orientation of the central core drives variation across the row. Push and pull along the frontage creates outdoor space in front of each unit.



- Facade variation across a row of townhomes built from a shared floor plan, each unit reading as its own house along the street.



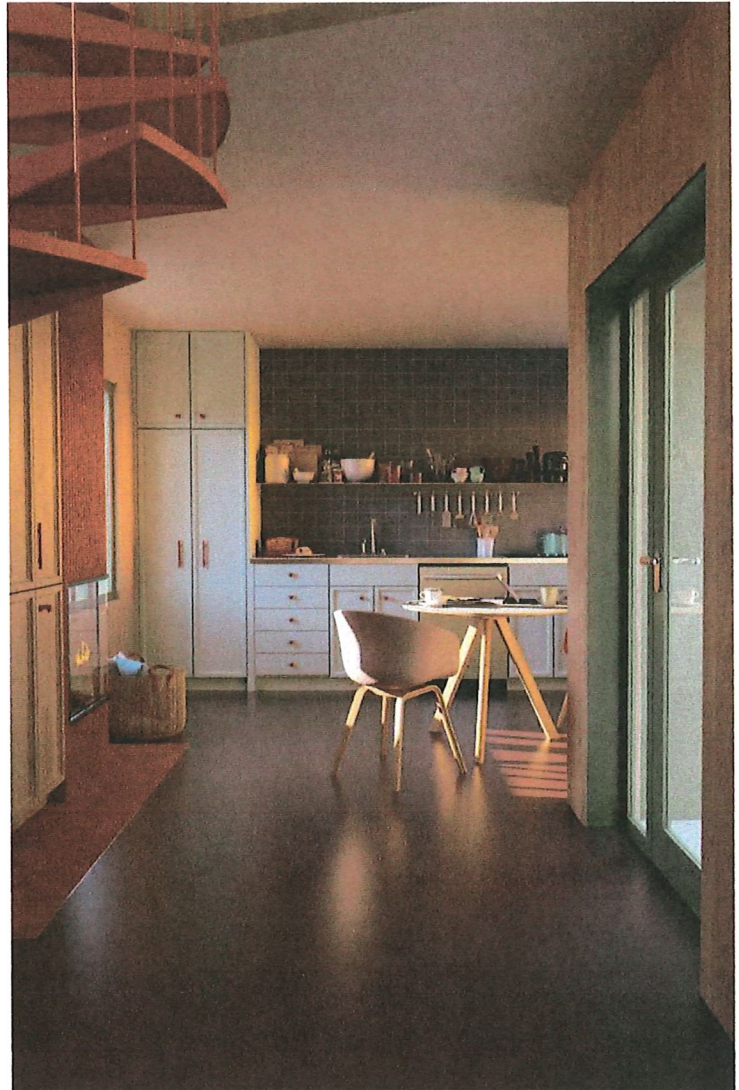
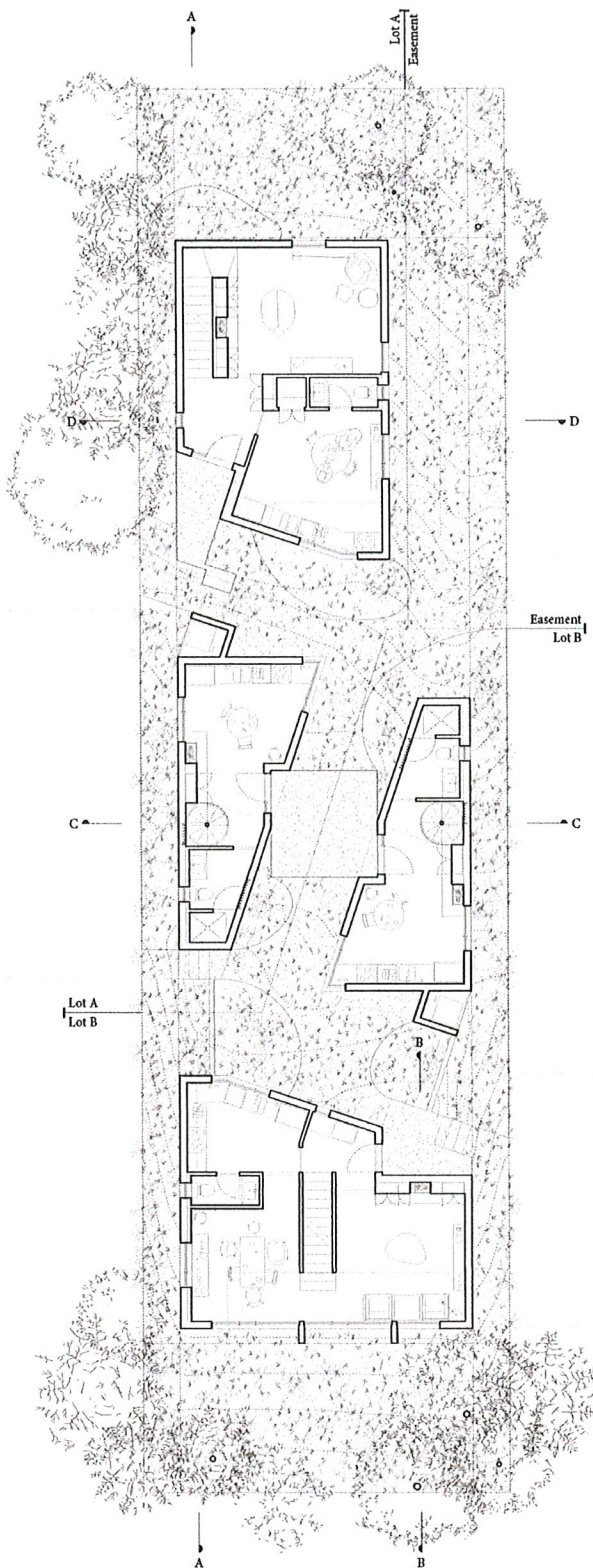
Twin Court

Los Angeles , CA | 2025



- Twin court viewed from a neighboring property toward the main house and detached ADU on one of the two split parcels.

CLIENT:	None
CONTACT PERSON:	cityLAB UCLA, competition organizer
SERVICES PROVIDED:	Design Competition, unbuilt
ESTIMATED PROJECT COSTS:	N/A
ACTUAL PROJECT COSTS:	N/A
ESTIMATED PROJECT COMPLETION SCHEDULE:	N/A
ACTUAL COMPLETION SCHEDULE:	N/A
INVOLVEMENT OF KEY PERSONNEL:	Yibo Jiao, Yusi Zha

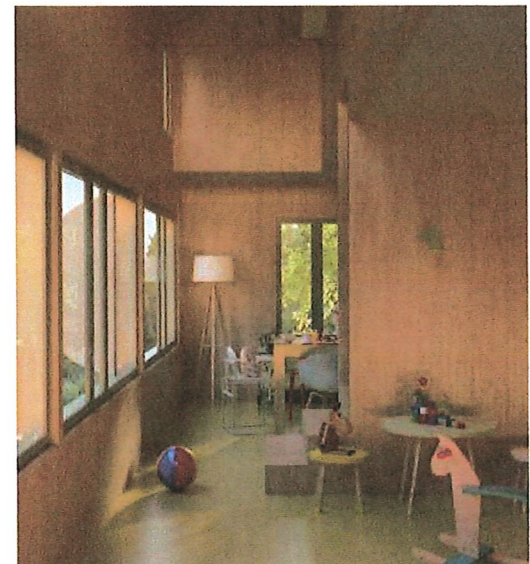
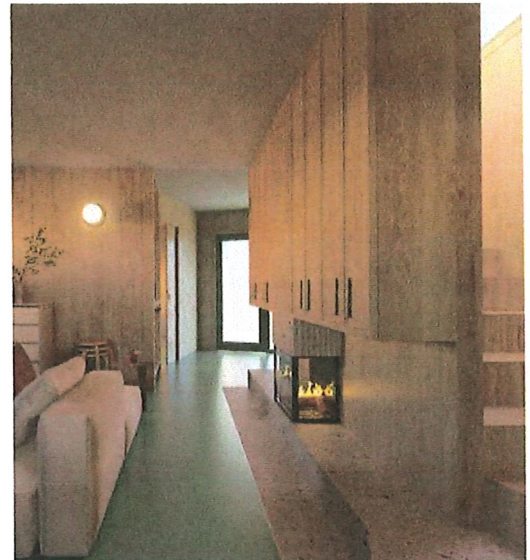


- The kitchen and living space of one of Twin Court's detached ADUs, compact but complete, giving the second household its own full home rather than a converted accessory space.

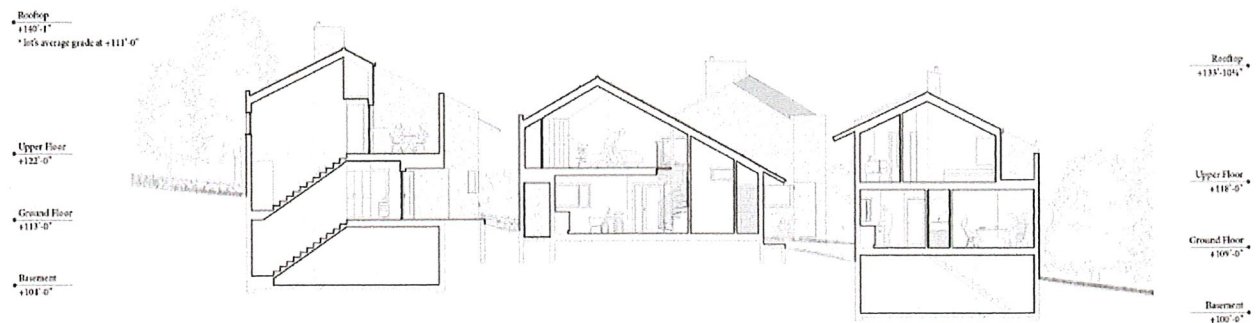
Twin Court divides a single narrow lot into two separate parcels, each holding a vernacular bungalow paired with a detached accessory dwelling. Two distinct homeowners occupy the site, with a tenant living close by, giving each household a form of ownership that reads as conventional rather than shared. The four kitchens are pushed toward a central courtyard at the heart of the plan, turning the space between the buildings into the anchor for daily life and shared meals across the small community.



- The remaining easement between the two street facing houses gives access to the shared courtyard beyond the house on street side, angled so the courtyard stays screened from direct view from the street.



- The living room of one of Twin Court's two main houses, sized and finished to feel like a conventional single family home.



From the street, Twin Court presents as two houses in a historic bungalow style, keeping the scale and character of the neighborhood around it. The section across the site tells the denser story underneath, four units and a shared courtyard held within a single narrow lot. Generous open space and landscaped ground work against the constraints of the site, resisting the monotonous pattern that narrow lot infill often produces elsewhere in the city.



Devon Brook Ct

Bloomfield Hills, MI | 2007



- Exterior view of the building featuring architectural cement board siding and aluminum window frames.

CLIENT:

Private Owner

CONTACT PERSON:

Joe Vaughn, (248)-980-9066

SERVICES PROVIDED:

Design through Construction

ESTIMATED PROJECT COSTS:

\$750,000

ACTUAL PROJECT COSTS:

\$750,000

ESTIMATED PROJECT COMPLETION SCHEDULE:

Spring 2007 - Spring 2008

ACTUAL COMPLETION SCHEDULE:

Spring 2007 - Spring 2008

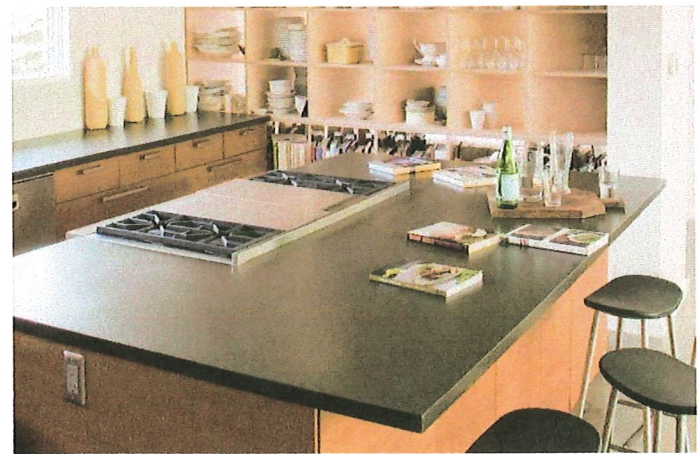
INVOLVEMENT OF KEY PERSONNEL:

Craig Borum

PLY+
architecture, urbanism, design



- The loft window at the second floor projects beyond the wall below, turning a functional element into a feature from street.



- Interior cabinetry and millwork built from plywood panels, keeping cost down while giving the interior a consistent, finished character.



- The double height living room window faces north, bringing daylight deep into the space while avoiding direct sun.



03

Project Team



Craig Borum, FAIA | Founding Principal | Principal-in-Charge

Mr. Borum is from Portsmouth, Virginia and received his architectural training from the University of Virginia. He is a Professor at the University of Michigan where he has taught design and construction since 1996.

Andrew Wolking, AIA | Studio Director | Project Manager

Mr. Wolking is originally from Detroit, MI. and is a licensed architect in the State of Michigan. He holds a Master of Architecture from the University of Michigan as well as a Bachelor of Science in Architecture from the University of Michigan.

Yusi Zha | Senior Associate | Architect

Yibo Jiao | Senior Associate | Architect

Emma Powers | Design Professional

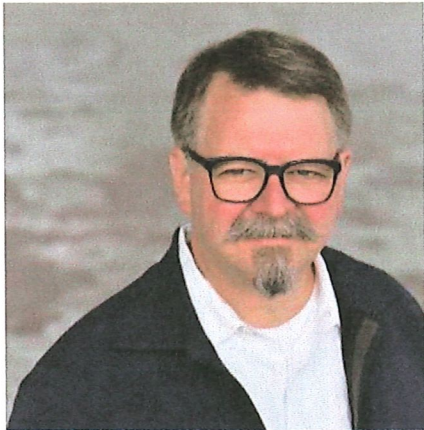
Elliot Smithberger | Design Professional

Available Work Load							
Personnel			Phase				
Name	Title	Hourly Rate	Pre-design	SD	DD	CD	Final
Craig Borum	Principal in Charge	\$200.00	20.0%	20.0%	20.0%	20.0%	20.0%
Andrew Wolking	Project Manager	\$160.00	30.0%	30.0%	30.0%	30.0%	30.0%
Yusi Zha	Architect	\$115.00	25.0%	25.0%	25.0%	25.0%	25.0%
Yibo Jiao	Architect	\$115.00	40.0%	40.0%	40.0%	40.0%	40.0%
Emma Powers	Designer	\$95.00	60.0%	60.0%	60.0%	60.0%	60.0%
Elliot Smithberger	Designer	\$95.00	45.0%	45.0%	45.0%	45.0%	45.0%

Planned Work Load							
Personnel			Phase				
Name	Title	Hourly Rate	Pre-design	SD	DD	CD	Final
Craig Borum	Principal in Charge	\$200.00	5.0%	2.5%	2.5%	2.5%	10.0%
Andrew Wolking	Project Manager	\$160.00	10.0%	10.0%	10.0%	10.0%	15.0%
Yusi Zha	Architect	\$115.00	0.0%	0.0%	0.0%	10.0%	0.0%
Yibo Jiao	Architect	\$115.00	0.0%	0.0%	10.0%	15.0%	5.0%
Emma Powers	Designer	\$95.00	25.0%	25.0%	25.0%	25.0%	5.0%
Elliot Smithberger	Designer	\$95.00	12.5%	25.0%	25.0%	25.0%	0.0%

Craig Borum, FAIA

Principal | Principal in Charge, Overall Team Lead | PLY+ architecture



Mr. Borum is from Portsmouth, Virginia and received his architectural training from the University of Virginia. He is a Professor at the University of Michigan where he has taught design and construction since 1996.

borum@plyarch.com
734 827 2238

EDUCATION:

Master of Architecture
University of Virginia

Bachelor of Science in Architecture
University of Virginia

PROFESSIONAL CERTIFICATIONS:

Registered Architect in the State of Michigan
National Council of Architectural Registration Board Certified

AFFILIATIONS:

American Institute of Architects
AIA College of Fellows

RECENT SELECTED PROJECTS:

Warren Branch Library | Warren, MI
St Clair Shores Public Library | St Clair Shores, MI
Dexter Elmhurst Community Center | Detroit, MI
Monroe County Museum Expansion and Renovation | Monroe, MI
Museum of Contemporary Art Detroit | Detroit, MI
Marygrove Teaching School | Detroit, MI
U of M School of Nursing Classroom & Interior Renovation | Ann Arbor, MI
U of M Taubman reImagine | Ann Arbor, MI
LTU's College of Health Sciences Renovation and Expansion | Southfield, MI

PAST PROJECTS:

Michigan Animal Rescue League | Pontiac, MI
St. Mary's Chapel | Livonia, MI
Mies van der Rohe Plaza | Detroit, MI
Eastside Recreation Center | Ypsilanti, MI
Veridian Canopy | Ann Arbor, MI

AWARDS | RECOGNITION:

2021 Architectural League of New York, Emerging Voices
American Collegiate Schools of Architecture Faculty Design Award
Boston Society of Architects Award
Michigan AIA Award (3)

Andrew Wolking, AIA

Studio Director | Project Manager | PLY+ architecture



Mr. Wolking is originally from Detroit, MI, and is a licensed architect in the State of Michigan. He holds a Master of Architecture from the University of Michigan as well as a Bachelor of Science in Architecture from the University of Michigan.

wolking@plyarch.com
734 751 4590

EDUCATION:

Master of Architecture
University of Michigan

Bachelor of Science in Architecture
University of Michigan

PROFESSIONAL CERTIFICATIONS:

Registered Architect in the State of Michigan
National Council of Architectural Registration Board Certified

AFFILIATIONS:

American Institute of Architects
American Institute of Architects Huron Valley, Membership Director

RECENT SELECTED PROJECTS:

Warren Branch Library | Warren, MI
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Monroe County Museum Expansion and Renovation | Monroe, MI
Museum of Contemporary Art Detroit | Detroit, MI
Marygrove Teaching School | Detroit, MI
U of M School of Nursing Classroom & Interior Renovation | Ann Arbor, MI
U of M Taubman reImagined | Ann Arbor, MI
LTU's College of Health Sciences Renovation and Expansion | Southfield, MI

PAST PROJECTS:

Michigan Animal Rescue League | Pontiac, MI
St. Mary's Chapel | Livonia, MI
Eastside Recreation Center | Ypsilanti, MI
Veridian Canopy | Ann Arbor, MI
Zola Bistro | Ann Arbor, MI
The Common Table, Broad Museum Exhibit | East Lansing, MI
Yellow Mountain Cultural Exchange Center | Anhui, China
Miss Kim Restaurant | Ann Arbor, MI

Yusi Zha, RA

Senior Associate | Project Architect | PLY+ architecture



Yusi is a senior associate at PLY+ architecture, urbanism, design, where she has worked on educational, institutional, and residential projects. She earned her Master of Architecture from the University of Michigan, and is a licensed architect in the State of Michigan.

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734 827 2238

EDUCATION:

Master of Architecture
University of Michigan

Bachelor of Architecture
Beijing Jiaotong University

PROFESSIONAL CERTIFICATIONS:

Registered Architect in the State of Michigan

RECENT SELECTED PROJECTS:

Twin Court | Los Angeles, CA
St Clair Shores Public Library | St Clair Shores, MI
Dexter Elmhurst Community Center | Detroit, MI
Monroe County Museum Expansion and Renovation | Monroe, MI
Marygrove Teaching School | Detroit, MI
U of M Taubman reImagine | Ann Arbor, MI
LTU's College of Health Sciences Renovation and Expansion | Southfield, MI
Ox Creek Trail and Hall Park Restoration | Benton Harbor, MI

PAST PROJECTS:

Michigan Animal Rescue League | Pontiac, MI
St. Mary's Chapel | Livonia, MI
Sharetea Ann Arbor | Ann Arbor, MI
House P | Ann Arbor, MI
Four Room House | Beulah, MI

AWARDS | RECOGNITION:

2021 Architectural League of New York, Emerging Voices
AIA Michigan Design Honor Award
AIA Detroit Architectural Honor Award/Interiors
SARA NY Design Awards, Design Awards of Excellence
SARA National Design Awards, Honor Awards

Yibo Jiao, RA

Senior Associate | Project Architect | PLY+ architecture



Yibo is a project architect at PLY+ Architecture, Urbanism, Design, and a licensed architect in the state of Michigan. He earned a Master of Architecture from the University of Michigan and a Bachelor of Science in Architecture from the University at Buffalo. He is an adjunct professor at Lawrence Technological University.

yibo.jiao@plyarch.com
716 866 6827

EDUCATION:

Master of Architecture
University of Michigan

Bachelor of Science in Architecture
University at Buffalo

PROFESSIONAL CERTIFICATIONS:

Registered Architect in the State of Michigan

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The Canopy | Ann Arbor, MI
St. Mary's Chapel | Livonia, MI
House P | Ann Arbor, MI
Four Room House | Beulah, MI

Emma Powers

Design Professional | PLY+ architecture



Emma is a Design Professional at PLY+ architecture, where she has worked on, institutional, landscape, and residential projects. She earned her Master of Architecture from the University of Michigan. She is also an Adjunct Professor at Lawrence Technological University, CoAD.

epowers@plyarch.com
734 827 2238

EDUCATION:

Master of Architecture
University of Michigan

Bachelor of Science in Architecture
The Ohio State University

RECENT SELECTED PROJECTS:

St Clair Shores Public Library | St Clair Shores, MI
Warren Branch Library | Warren, MI
Dexter Elmhurst Community Center | Detroit, MI
Howell Carnegie Library Lot Feasibility Study | Howell, MI
Ox Creek Trail and Hall Park Restoration | Benton Harbor, MI
Monroe County Museum Expansion and Renovation | Monroe, MI
U of M Taubman reimagine | Ann Arbor, MI
LTU's College of Health Sciences Renovation and Expansion | Southfield, MI
Churchill Gardens | Lansing, MI

PAST PROJECTS:

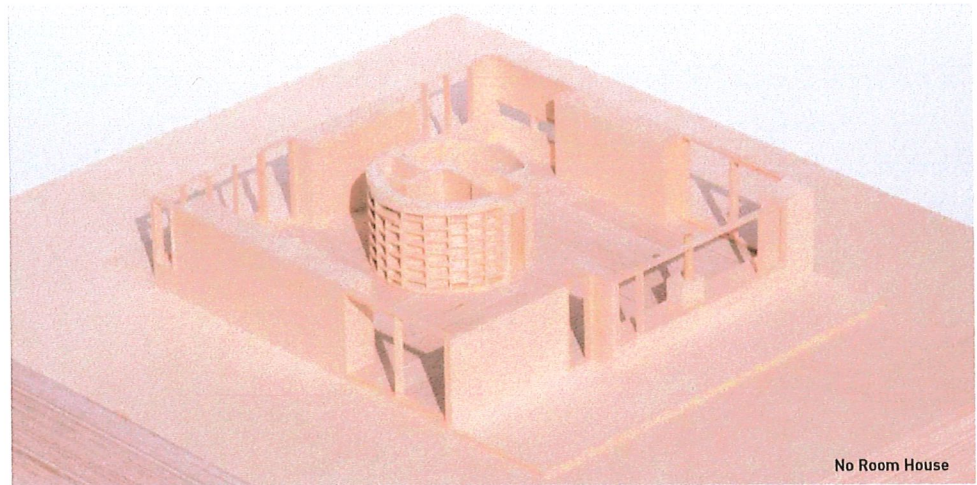
Trinity Muslim Prayer Space | Ann Arbor, MI
Regent Dr. | Ann Arbor, MI
Spring Rd. House | Beulah, MI
Huget (Forsythe) House | Ann Arbor, MI

AWARDS | RECOGNITION:

Michigan Mass Timber Catalyst Program Grant

04

Work Plan



The work is organized into five tasks totaling 29 active working weeks, with City review periods scheduled between them. Overall duration is contingent on the timing of City review and approval, and on the Commission meeting date. Review periods are shown in the accompanying schedule.

The goal is to establish a strategy across all unit types. A floor plan of a shared service core will be developed early in SD and implemented in all three types for conceptual lineage and efficiency. Cost is tested against real design at the end of DD, and the value engineering decision is placed at the midpoint of CD.

Pre-Design

3 weeks

Lot analysis, neighborhood survey, and zoning and code review establish what the parcels and the code will allow before any plan is drawn. The task closes with a field report consolidating the governing lot dimensions, neighborhood conditions, and code constraints that all three house types must satisfy.

Schematic Design

4 weeks

The shared service core carrying kitchen, bathroom, and mechanical runs is fixed across all three types, with massing developed against the lot conditions and a conversion strategy established for Type C. The task delivers a schematic package with the shared core plan diagram and a first material palette confirming City requirements, and closes with a direction on whether the design requires structural consultant input.

Design Development

8 weeks

Plans are refined and dimensions resolved, including accessible units, and the framework of exterior variation is developed for each type. The task delivers a design development package in which accessible versions of each type are shown to be achievable without replanning the shared core, together with a documented façade variation framework and the first cost estimate prepared against resolved design.

Construction Documents

12 weeks

Permit ready documentation is produced for all three types and their accessible variants, drawn for repeatability by contractors who will build from the sets without further consultation. A 50% package opens preliminary review with the City building official and carries the cost estimate against which value engineering is selected. The task delivers a 90% package for permit submission and a 100% package with a final cost estimate for evaluating contractor bids.

Final Delivery and Presentation

2 weeks

Completed plans are presented to the Muskegon City Commission alongside City staff. Final adjustments will be made as required. The task delivers four plan review ready hard copies of each plan set together with digital copies.

04

Work Plan



Task 1, Pre-design

Pre-design is where the constraints get established. Everything drawn later is only as good as the understanding of the lots, the code, and the neighborhoods formed in these three weeks, so this task is treated as research rather than preamble.

1.1 Kickoff meeting with Development Services

A virtual or in-person meeting to confirm program targets, establish how square footage is to be measured against the stated limits, agree on the review and approval protocol, and identify points of contact. This meeting also resolves outstanding questions carried from the proposal, including the treatment of below grade area and the copy counts expected at final delivery.

1.2 Lot analysis

Working from the City's exhibit of proposed infill lots, we document width, depth, frontage, orientation, grade, and adjacent conditions across the range of parcels represented. The objective is to identify the governing dimensions that every house type must satisfy, and to establish which lot conditions are typical and which are exceptional.

1.3 Neighborhood survey

Conducted on the same trip as the kickoff meeting. We photograph and document prevailing setbacks, porch conditions, roof pitches, window proportions, and materials in the target neighborhoods. New houses across several areas of the city should take cues from what is already on the street, and that requires seeing the streets rather than reading about them.

1.4 Zoning and code review

A review of City residential zoning, including the recent reforms expanding housing choice and density, alongside the building codes that affect the determination of the building footprint. Conditions requiring variance or interpretation are identified here so they can be resolved in design rather than discovered at permit.

Deliverables: Field report. Findings from the lot analysis, neighborhood survey, and code review, consolidated into a single document establishing the design constraints for the tasks that follow.

04

Work Plan



Case Study House, Cleveland

Task 2, Schematic Design

Schematic Design establishes the organizing decision on which the entire project depends: a service core shared across all three house types. Getting that right first is what allows the three types to be developed efficiently and built economically.

2.1 Design meetings

Two (2) meetings with Development Services during this task, structured around the emerging plan diagram and massing rather than around finished presentation material.

2.2 Shared core plan diagram

We establish the common service core carrying the kitchen, bathroom, and mechanical runs, held constant across all three types, together with the shared structural module and component sizes that follow from it. The three types are not developed as three separate designs. They are variations on a single set of shared parts, which reduces design effort and means contractors price and build familiar assemblies regardless of which type they are bidding.

2.3 Massing studies

Massing developed for all three types against the lot conditions established in Task 1. Actual footprints are determined in Task 1 once lot dimensions and setbacks are confirmed, and are sized to remain within the limits stated in the RFP.

2.4 Type C conversion strategy

Type C must serve two different households across its life. We locate and size the stair, plumbing, egress, and mechanical capacity in the original construction so that the later addition of a third bedroom and second bathroom is a permitted operation rather than a renovation.

2.5 Preliminary material palette

An initial palette developed to establish and confirm City requirements and expectations, and calibrated to complement the materials already present in the target neighborhoods.

2.6 Structural determination*

At the conclusion of this task we confirm whether the approved design requires structural consultant input. If it does, the structural allowance is engaged for a narrative during Design Development and sealed permit drawings during Construction Documents. If it does not, foundations proceed as conventional walls and footings sized to prescriptive code requirements.

2.7 City review

Deliverables: SD package. Plans, elevations, and material palette for all three types, with renderings if required.

04

Work Plan



Task 3, Design Development

Design Development resolves the questions that schematic work leaves open: exact dimensions, accessibility, how facades vary across repeated builds, and what the houses will actually cost to construct.

3.1 Design meetings

Three (3) meetings with Development Services across this task, spaced to align with plan refinement, accessibility resolution, and the façade variation work.

3.2 Plan refinement

Plans across all three types are refined in a building information model to incorporate City review comments from Schematic Design and to accommodate appliance requirements and equipment clearances.

3.3 Key dimensions, including accessibility

Dimensions are resolved to the level required for documentation, with accessibility worked through at this stage. Door widths, thresholds, turning space, and bathroom layouts are established so that an accessible version of each type is achievable without replanning the shared core. Accessible homes should be available on any lot the City builds on, not only where a site happens to accommodate one.

3.4 Structural narrative*

Prepared if the structural consultant is engaged under Task 2.6, establishing the structural approach for coordination into the construction documents.

3.5 Facade variation development

We develop a framework of coordinated exterior variables, massing, roof form, porch, entry, material, and color, so that the same plan can be built many times while each house reads as an individual building on its street. The framework is developed for each type and documented so that City staff and contractors can apply it without returning for new drawings.

3.6 Cost estimate

A cost estimate prepared on an RSMeans basis at the conclusion of this task, developed against resolved design rather than assumption. This establishes the baseline against which the value engineering work in Task 4 is measured.

3.7 City review

Deliverables: DD package. Plans, elevations, diagrams, and renderings for all three types, with the façade variation framework and cost estimate.

04

Work Plan



W Huron River Dr

Task 4, Construction Documents

Construction Documents produces the permit ready sets the City will build from. Because these plans will be built repeatedly by contractors we will never meet, the documents are drawn for clarity and repeatability rather than for a single builder walked through the work.

4.1 Design meetings

Two (2) meetings with Development Services across this task.

4.2 Drawing Production

Building plans, elevations, sections, wall sections, detail plans, detail sections, and door and window schedules for all three types and their accessible variants.

4.3 Residential mechanical, electrical, and plumbing scope

A basic electrical plan and plumbing plan, with wall and ceiling adjustments made as needed to accommodate mechanical routing, at the level required for building permit submission.

4.4 Sheet specifications

Material grades, performance requirements, and assemblies documented on the drawings themselves.

4.5 Structural permit drawings*

Sealed structural drawings prepared if the consultant is engaged under Task 2.6.

4.6 50% CD package with cost estimate

Engagement with the City building official begins for preliminary drawing review. A cost estimate is prepared against the package.

4.7 Value engineering incorporation

Value engineering strategies or bid alternates are determined for inclusion in the construction documentation. City selections carried into the remaining construction document production.

4.8 90% CD package

Issued for permit submission.

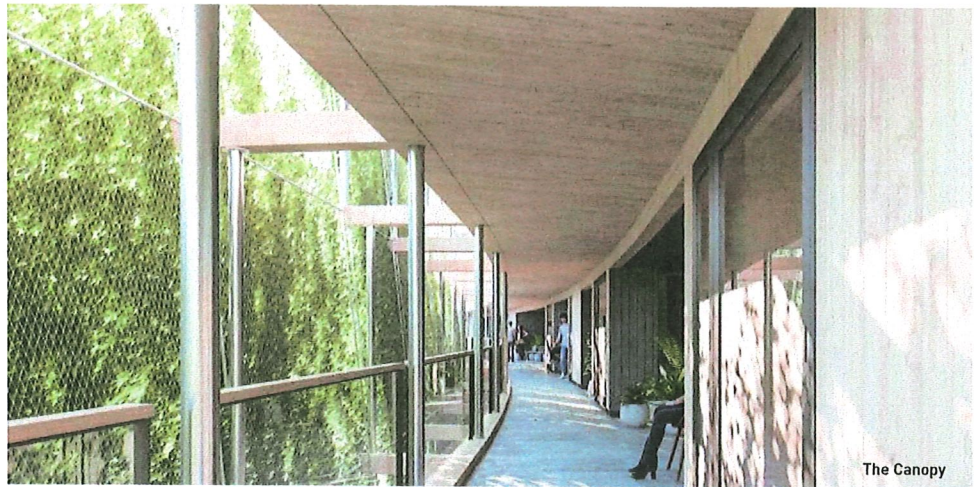
4.9 100% CD package

4.10 City review

Deliverables: 50% CD package. Cost package and value engineering options. 90% CD package/permit submission set. 100% CD package with final cost estimate.

04

Work Plan



Task 5, Final Delivery and Presentation

Completed plans are presented to the Muskegon City Commission alongside City staff. Any final minor adjustments arising from the presentation are incorporated, provided they do not alter the approved design. Such adjustments are expected to be procedural and limited in scope. Requests beyond that are handled as an Additional Service Request. The plan sets are produced and transmitted, four plan review ready hard copies of each set together with digital copies.

5.1 City Commission presentation

We attend a meeting of the Muskegon City Commission and present the completed plans alongside Development Services staff, satisfying the deliverable stated in the RFP. Presentation materials are prepared in coordination with staff, and a printed plan set is provided for Commission reference.

5.2 Final plots and transmittal

Four plan review ready hard copies of each plan set, together with digital copies, produced and delivered to the City.

Deliverables: Commission presentation. Final plan sets, hard copy and digital.

Additional Recommended Items

Offered per the RFP's invitation to present items deemed appropriate to the work plan even where not specifically mentioned. Each is scoped and priced separately from the base fee.

A. Structural Consultant Allowance*

Engaged only if the approved design requires structural input, determined at the conclusion of Task 2. Covers the structural narrative during DD and sealed structural permit drawings during CD.

B. First House Bid Support and Construction Administration

Support during bidding of the first units, including responses to contractor questions on the plan sets. Construction administration is currently assumed to be limited to responding to requests for information during construction of the first unit of each type. Site visits, submittal review, and owner architect contractor meetings are not included. The City may wish to add a single observation visit per type, since the first build of each plan becomes the template for every build that follows.

05

Schedule

* Structural scope is engaged only if the determination at the conclusion of Task 2 requires structural input. Covered by the structural consultant allowance.

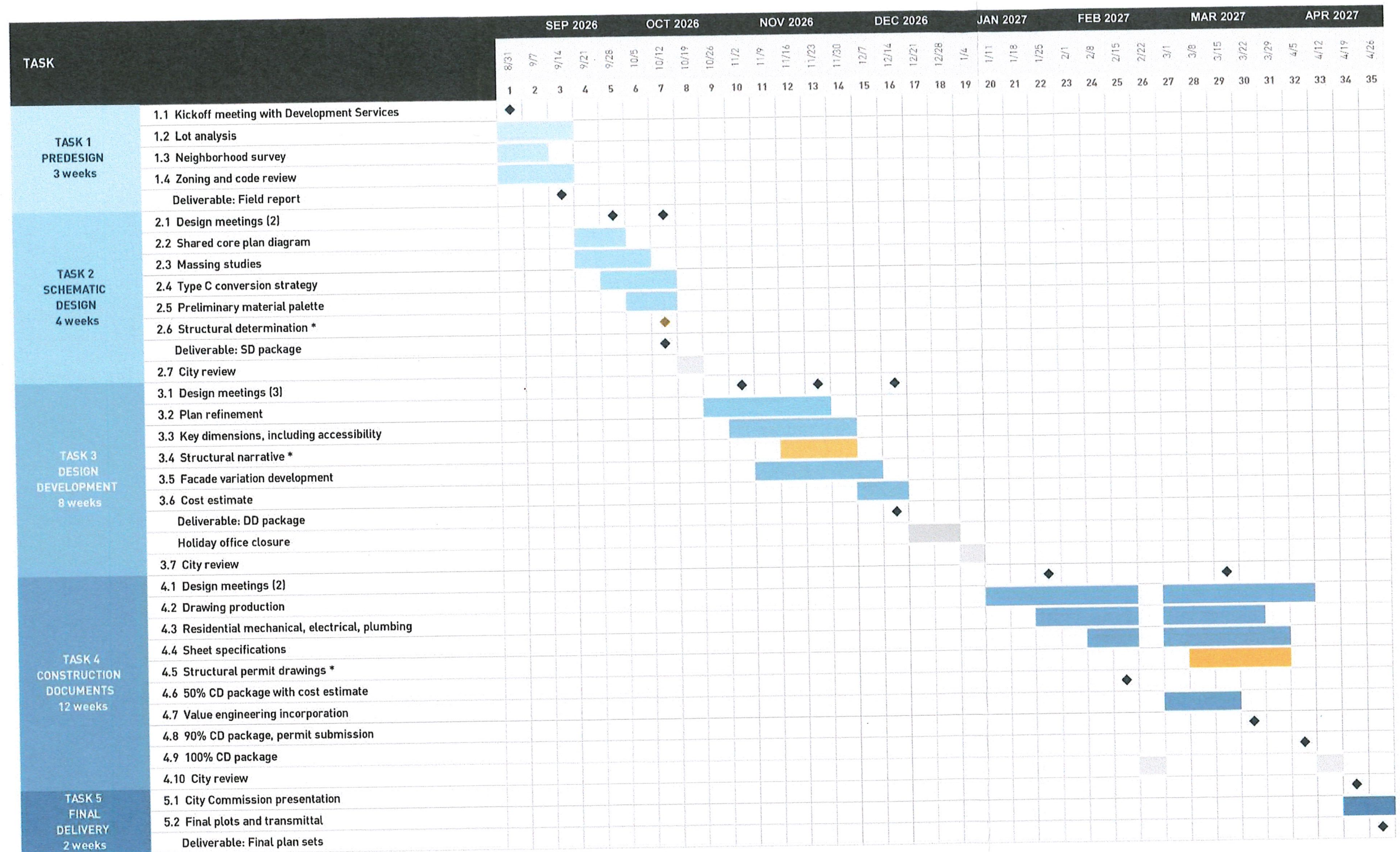
Permit application is lot specific. The timing of the 90% permit submission is determined by the City's decision on whether to begin construction of a first phase, and the date shown is indicative. Deferring construction defers the submission without affecting the balance of the schedule.

29 active working weeks. Overall duration is contingent on the timing of City review and approval, and on the Commission meeting date.

Three (3) meetings are held in person: the kickoff meeting, one DD/CD meeting, and the City Commission presentation. All others are conducted virtually.

Week 1 begins August 31, 2026, per the start date stated in the Request for Proposals. Dates shown are the Monday of each week.

City review periods are assumed at one week each. Faster City turnaround compresses the schedule accordingly.



06

Cost Proposal



PLY+ proposes a lump-sum fee of **\$94,400** to complete the architectural design services described in the RFP and outlined in our work plan. See Assumptions, Clarifications, and Exclusions for the basis of this fee proposal.

FEE PROPOSAL

Pre-design	\$6,600
Schematic Design	\$14,150
Design Development	\$24,550
Construction Documents	\$39,650
Final Delivery and Presentation	\$9,450
Total	\$94,400

ALLOWANCE

Structural Consultant Allowance ¹	\$5,000
Travel Reimbursement Allowance ²	\$1,500
Printing Reimbursement, estimated ³	\$660
First House Bid Support and Construction Administration ⁴	\$9,000

- 1. Structural consultant allowance.** Engaged only if the determination at the conclusion of Task 2 establishes that the approved design requires structural input. If the design proceeds on conventional foundations sized to prescriptive code requirements, the allowance is not drawn and is not billed.
- 2. Travel.** Travel is reimbursed at the IRS standard mileage rate, which at the time of this proposal is \$0.725 per mile. Because this RFP requires a lump sum, travel is carried as an estimated allowance covering three in person meetings at two persons per meeting: the Task 1 kickoff and lot walk, one design meeting, and the City Commission presentation. All remaining meetings are conducted virtually.
- 3. Printing and plotting.** Printing is normally billed at cost, at \$0.41 per square foot, with presentation boards and physical models billed at actual cost if requested. Here it is carried as an estimated allowance covering the four hard copies of each plan set required by the RFP at final delivery. Review sets issued during the work are delivered digitally. Physical printing of review sets, if requested by the City, is reimbursed at cost as an additional expense.
- 4. First House Bid Support and Construction Administration.** Billed hourly at the rates listed in 03 Project Team. The not-to-exceed amount shown is preliminary and may be adjusted to match the level of support the City determines it needs once construction of the first units is scheduled. Effort beyond the agreed amount is provided as an additional service.

06

Cost Proposal



Assumptions, Clarifications, and Exclusions

In preparing this proposal, the following assumptions, clarifications, and exclusions apply:

- **Communication graphics.** This scope includes communication graphics such as diagrams, precedent imagery, massing strategies, and 3D renderings to communicate design direction, materiality, and spatial relationships.
- **Design options.** One preferred design direction will be developed per house type for final documentation unless otherwise directed. The facade variation framework described in Task 3.5 provides coordinated exterior variables applied to that direction, and is not a set of alternate design schemes.
- **Schedule deviations.** Delays related to Owner decision-making, information availability, or scope changes may require schedule adjustments and may necessitate Additional Services. Any changes to milestones will be addressed through mutual agreement prior to proceeding with any work.
- **City review.** Review periods are assumed at one week each. Faster City turnaround compresses the overall schedule accordingly.
- **Lot information.** Task 1 assumes the exhibit of proposed infill lots is provided at kickoff.
- **Foundations.** Designed as conventional walls and footings sized to prescriptive code requirements unless the determination at Task 2.6 establishes otherwise.
- **Specifications.** Provided as sheet specifications. A separate specification manual is not included.
- **Mechanical, electrical, and plumbing.** Documentation is limited to the residential scope described in Task 4.3, comprising a basic electrical plan, plumbing plan, and mechanical route planning with shafts and ceiling room carried in the drawings, at the level required for building permit submission. Final system design, sizing, and trade permits are delegated to the licensed trade contractors, consistent with standard practice for single family residential construction in Michigan. Engineered and sealed drawings for these systems are not included.
- **Civil and site engineering.** Excluded, including survey, grading, drainage, and utility connection design, and assumed to be provided by the City or a separate consultant on a lot by lot basis.
- **Geotechnical.** Site specific soil and geotechnical investigation is excluded.
- **Permit fees.** Application, review, and permit fees payable to the City or any other authority are excluded.

07

Equity Outreach Statement



PLY+ supports the City of Muskegon’s stated goals for accessible and equitable employment and contracting practices. PLY+ has been a Small Business Association of Michigan (SBAM) certified small business since 2023. PLY+ is not currently certified as a minority or women-owned business enterprise. PLY+ maintains a fair, non-discriminatory hiring and employment practice across its staff.

Subconsultant selection for this project, including structural engineering, is based on relevant experience and demonstrated ability to support the project’s scope and schedule. PLY+ remains open to engaging qualified minority and/or women-owned businesses for this or future subconsultant roles as opportunities arise.

08

Insurance & Regulatory Acknowledgment



PLY+ acknowledges and accepts the insurance and indemnity requirements set forth in this RFP and currently maintains coverage meeting or exceeding each of the specified limits. Official Certificates of Insurance, naming the City of Muskegon as Additional Insured on the General Liability and Motor Vehicle Liability policies and reflecting the required cancellation notice to the City of Muskegon Engineering Department, will be provided at the time of contract execution. The following page includes a sample Certificate of Insurance.

PLY+ accepts the hold harmless and indemnification terms outlined in this RFP. PLY+ acknowledges the City's need to use the completed plans across the infill housing program, including replication on multiple lots and use by contractors selected through the City's bidding process. Final terms will be confirmed at contract execution.



A3COLLA-01

KUSKYRE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Hylant - Ann Arbor
201 Depot Street
Ann Arbor, MI 48104

CONTACT NAME:

PHONE (A/C, No, Ext): (734) 741-0044

FAX (A/C, No): (734) 741-1850

E-MAIL ADDRESS: AnnArbor-office@hylant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :Hartford Underwriters Ins Co

30104

INSURER B :Nutmeg Insurance Company

39608

INSURER C :Lloyd's

INSURER D :

INSURER E :

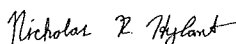
INSURER F :

INSURED

PLY PLUS INC., PLY Architecture
219 N. Main Street
Ann Arbor, MI 48104

COVERAGES				CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY				35SBAAP5X4G	12/22/2024	12/22/2025	EACH OCCURRENCE \$ 1,000,000
		CLAIMS-MADE	X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
									MED EXP (Any one person) \$ 10,000
									PERSONAL & ADV INJURY \$ 1,000,000
									GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								PRODUCTS - COMP/OP AGG \$ 2,000,000
		POLICY	X PRO-JECT		LOC				\$
	OTHER:								\$
A	AUTOMOBILE LIABILITY					35SBAAP5X4G	12/22/2024	12/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		ANY AUTO OWNED AUTOS ONLY		SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	X	HIRED AUTOS ONLY	X	NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
									PROPERTY DAMAGE (Per accident) \$
									\$
		UMBRELLA LIAB		OCCUR					EACH OCCURRENCE \$
		EXCESS LIAB		CLAIMS-MADE					AGGREGATE \$
		DED		RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					35WECAP5X7L	12/22/2024	12/22/2025	X PER STATUTE OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y / N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
									E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
									E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS below								
C	Errors and Omissions					PLC-03816-00	12/22/2024	12/22/2025	Per Claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
To Whom It May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

trellis architecture

1061 2nd Street, Muskegon, MI 49440 | 231-557-0325 | architect.ajr@gmail.com

August 13, 2026

Jake Eckholm, Director of Development Services
City of Muskegon
Muskegon City Clerk's Office
933 Terrace Street
Muskegon, MI 49440

RE: Request for Proposals — Architectural Design of Residential Infill Homes

Dear Mr. Eckholm,

Trellis Architecture is pleased to submit this proposal to provide architectural design services for the City of Muskegon's Residential Infill Housing Program. I am Andrea J. Riegler, a Michigan-licensed architect and downtown Muskegon resident. The majority of my 27 years of experience in the field of architecture has gone into designing buildings — new construction, renovations, and additions - right here in the City of Muskegon, including two recent single-family infill homes built for the City. Living downtown, I see firsthand the effect a shortage of affordable housing has on our residents, housed and unhoused alike.

I understand the challenges this RFP is meant to address: Muskegon's narrow traditional grid-block lots, a lower-than-average AMI and housing values that lag the broader market, and a large cohort of housing-cost-burdened households — a shortage that recent downtown revitalization and renewed interest from incoming residents is only making more acute. The City's use of Brownfield Tax Increment Financing to recover construction and utility-connection costs is what makes it possible to sell these homes below market rate to buyers who could not otherwise become homeowners. My approach is to design a coordinated set of buildable, code-compliant house plans — with a facade menu that gives each home built from the same footprint its own street presence, and ADA-accessible alternate layouts to expand the pool of eligible buyers — so that the City can move quickly and confidently from finished plans to contractor bids across the lots in the Infill Housing Program.

Community connections built this practice, and I'm glad for the chance to keep building on them here — bringing my full experience to a program that's shaping what comes next for Muskegon's neighborhoods.

I appreciate the opportunity to build on my recent work with the City and look forward to discussing my approach in more detail.

Sincerely,

Andrea J Riegler, AIA | NCARB

Principal, Trellis Architecture

1. Organizational Information

Firm name: Trellis Architecture PLLC

Address: 1061 2nd Street, Muskegon, MI 49440

Entity type: Professional Limited Liability Company (PLLC), organized in the State of Michigan.

Branch offices: None. Trellis Architecture operates from a single office location.

Joint venture: None contemplated for this proposal.

Subcontractors: I have long-standing working relationships with three Muskegon-based subconsultants who will round out my team: Ingalls Engineering Concepts (Brian Ingalls, PE) for mechanical and electrical engineering, NordickA Engineering (Allen Abrahams, PE), for structural engineering, and Westshore Consulting for surveying and civil/site engineering (see Section 3, Project Team for detail). Subcontract agreements and certificates of insurance will be submitted to the City of Muskegon Development Services Division for review and approval prior to execution.

I formed Trellis Architecture in 2026 as the successor practice to Andrea J. Riegler, Architect PLLC. My work and body of experience carry forward without interruption — I returned to independent practice after several years with a large corporate architecture firm, and Trellis Architecture is the continuation of that solo practice under a new name. The Statement of Experience below reflects work I performed under Andrea J. Riegler, Architect PLLC prior to the name change to Trellis Architecture.

2. Statement of Experience

The following projects were completed by Andrea J. Riegler, Architect PLLC — now continuing as Trellis Architecture — and represent directly relevant single-family and infill residential design experience, including two prior single-family infill homes built for the City of Muskegon.

2112 Sampson Street, Muskegon, MI — Single-Family Infill Home

Client	City of Muskegon, Community & Neighborhood Services
Contact	Oneata Bailey, Former Director — 231-206-7273
Services provided	Site feasibility analysis, budgeting assistance, architectural design, bidding & negotiation, and construction administration.
Original est. / actual cost	\$198,200 original estimate / \$169,217 final cost (final cost reflects scope added by the City during construction).
Original / actual schedule	4-month original construction schedule / 5-month actual schedule (due to added scope and utility connection delays caused by DTE Energy).

1477 Nolan Avenue, Muskegon, MI — Single-Family Infill Home

Client	City of Muskegon, Community & Neighborhood Services
Contact	Oneata Bailey, Former Director — 231-206-7273

Services provided	Site feasibility analysis, budgeting assistance, architectural design, bidding & negotiation, and construction administration.
Original est. / actual cost	\$156,088 original estimate / \$141,366 final cost.
Original / actual schedule	6-month original construction schedule / approximately 12-month actual schedule, due to circumstances outside the architect's control.

17059 Lavinia Street, Spring Lake, MI — Residential Renovation & Addition (2,300 SF)

Client	Ron and Stephanie Howard (private residence)
Contact	231-780-7521 — westcoastrentalsron@gmail.com
Services provided	Design, budgeting, and construction administration for a major renovation and addition to a home on Smith's Bayou.
Original est. / actual cost	Budget confidential at owner's request; the target budget was not exceeded.
Original / actual schedule	Construction schedule was met as planned.

3380 Wilcox Avenue, Muskegon, MI — Residential Renovation & Addition (2,400 SF)

Client	Gerri and Mark Buyre (private residence)
Contact	231-855-2444 — markbuyre@me.com
Services provided	Schematic design, construction/permit documentation, and construction administration for a renovation and addition on a sloped dune site.
Original est. / actual cost	Budget confidential at owner's request; the target budget was not exceeded.
Original / actual schedule	Construction schedule was met as planned.

2052 Bourdon Street, Muskegon, MI — Church Conversion to Single-Family Residence

Client	Ann and John Rennells (private residence)
Contact	Available upon request
Services provided	Schematic design, construction/permit documentation, and construction administration for the conversion of a church built in 1800 into a single-family residence.
Original est. / actual cost	Budget not disclosed; the project was completed within the client's stated budget.
Original / actual schedule	Construction schedule was met as planned.

3. Project Team

Andrea J. Riegler, Architect — Principal & Project Manager

Licensure: Licensed Architect, State of Michigan — License No. 1301061639

- Founder and Principal of Trellis Architecture; I will serve as Project Manager and lead designer for all plan sets produced under this contract, and as the City's single point of contact throughout the engagement.

- Prior to founding Trellis Architecture, I spent five years with a large corporate engineering & architecture firm, serving as a Project Manager and Office Manager — experience that informs how I structure schedules, staffing, and client communication on this engagement.
- Direct, recent experience serving as architect of record for two City of Muskegon infill single-family homes (2112 Sampson Street and 1477 Nolan Avenue) for the City's Community & Neighborhood Services Division, giving me practical, hands-on experience with Muskegon's municipal design review, permitting, and construction process.
- Deep, firsthand familiarity with the City of Muskegon's form-based code, developed through years of design work — new construction, renovations, and additions — concentrated in the city's neighborhoods, and an intimate understanding of how the code has evolved since its adoption.

Subconsultants

Trellis Architecture is a solo practice and will round out the team with three Muskegon-based subconsultants with whom I have long-standing working relationships:

- Mechanical & Electrical Engineering — Ingalls Engineering Concepts - Brian Ingalls, PE. Brian and his team have extensive experience on residential projects in the City of Muskegon and will serve as MEP engineers for this contract.
- Structural Engineering — NordickA Engineering - Allen Abrahams, PE. I have worked with Allen on several local projects, including a structurally challenging adaptive-reuse project at 441 W Western Avenue (Socibowl); he will provide structural calculations and detailing for each plan type.
- Surveying / Civil-Site Engineering — Westshore Consulting, also based in Muskegon, will provide boundary, topographic, and civil/site engineering services as needed across the range of infill lots.

Subcontract agreements and certificates of insurance for each will be submitted to the City of Muskegon Development Services Division for review and approval prior to contract execution.

I will prepare the required opinion of probable cost in-house, drawing on recent, directly comparable local construction costs from the Sampson Street, Nolan Avenue, and Bourdon Street projects.

4. Work Plan

Understanding of the Project Area

Muskegon sits on Michigan's western Lake Michigan shoreline in Muskegon County — a county of roughly 173,000 residents surrounding a city of about 39,000 — and has just finalized a Master Plan update aimed in part at facilitating more owner-occupied housing. Muskegon already carries the county's largest concentration of subsidized affordable units and has seen a wave of new multi-family LIHTC development around its traditional downtown, yet the City's own experience, together with reports from single-family rental partners, nonprofit housing organizations, and the Michigan State Housing Development Authority, shows that the need for affordable housing continues to grow. Muskegon's narrow, traditional grid-block lots, a lower-than-average AMI, and housing values that lag the broader market all make it difficult to deliver housing at any price point, and a large cohort of housing-cost-burdened low- and moderate-income households — combined with growing interest from incoming residents drawn by downtown revitalization — is making that shortage worse rather than better. This RFP is aimed squarely at that gap: delivering owner-occupied homes at sale prices the private

market cannot reach, using Brownfield Tax Increment Financing to recover the difference between construction and utility-connection costs and below-market sale prices, so households who could not otherwise become homeowners have a path to ownership.

I bring more than an outside consultant's read of that context. Most of the buildings I've designed over my career — new construction, renovations, and additions alike — sit within Muskegon's neighborhoods, and I've watched the City's form-based code evolve from its early adoption through how it's applied lot by lot today. That firsthand fluency with Muskegon's codes, lot patterns, and permitting process — not just familiarity with this RFP's background — is what I bring to this engagement.

Design Approach

My approach builds on that depth of local experience, including two single-family infill homes I designed and delivered for the City's Community & Neighborhood Services Division. I already understand Muskegon's narrow traditional grid-block lot pattern, its form-based code, and the City's affordability and cost-recovery framework — which lets me move efficiently through design and permitting rather than spending early weeks on process learning.

I will develop the three required plan types as a coordinated "kit of parts": each plan engineered for buildable efficiency and cost control, paired with a shared facade menu — varied siding materials, roof forms, porch/entry treatments, and color palettes — so that homes built from the same footprint read as distinct houses along the street. Two of the three plan types will include ADA-accessible alternate layouts, expanding the pool of eligible buyers as called for in the RFP. Every plan will be reviewed against current City of Muskegon zoning requirements and the Michigan Residential Code before being finalized as a construction-ready set, and each will carry an opinion of probable construction cost so the City has a reliable benchmark for evaluating contractor bids.

Major & Minor Work Tasks

#	Task	Work Product
1	Project kickoff; review of Proposed Infill Lots exhibit, City zoning ordinance, and Michigan Residential Code	Kickoff meeting notes; site/zoning constraints summary
2	Schematic design — Plan A: 2-bedroom, 1-bath, under 800 SF	Schematic floor plan & elevations
3	Schematic design — Plan B: 3-bedroom, 2-bath, under 1,600 SF	Schematic floor plan & elevations
4	Schematic design — Plan C: 2-bedroom, 1-bath over basement, convertible to 3-bedroom, 2-bath	Schematic floor plan, elevations & basement conversion layout
5	Facade diversity design criteria — shared menu of exterior material, roof form, and porch/entry options	Facade design criteria package (applies across Plans A–C)
6	ADA-accessible alternate layouts for Plans A and B	Two ADA-accessible alternate floor plans
7	"First drafts" review with City staff	Draft plan set submittal (Deliverable per RFP)

8	Opinion of probable construction cost — all plan types and ADA alternates	Cost opinion memo, by plan type
9	Construction documents / permit set — Plans A, B, and C	Construction-ready drawing sets (site, floor, elevations, sections, details, schedules)
10	Construction documents — ADA alternate sets (A and B)	Construction-ready ADA alternate drawing sets
11	Code & zoning compliance review and coordination with City staff	Compliance checklist per plan type
12	City staff review rounds and revisions	Revised/final drawing sets
13	Final plan production and delivery — 4 plan-review-ready hard copies per set, plus digital files	Final construction-ready plan sets (hard copy + digital)
14	Presentation to City Commission	Meeting attendance and presentation materials

Additional Recommended Items

The following are not required by the RFP but are offered as optional, separately priced items (see Section 6, Cost Proposal) that I believe would add value to the City's Infill Housing Program:

- **Lot-Fit Compatibility Matrix** — a simple reference tool matching each plan type to specific lots in the Proposed Infill Lots exhibit by dimension and setback, so City and development staff can quickly identify which plan fits which lot without re-checking zoning each time.
- **Materials & Finish Standards Guide** — a short specification standard so that contractors bidding on different lots price the same plan consistently, making City review of contractor bids more of an apples-to-apples comparison.
- **Energy & Affordability Package** — optional higher-performance envelope and mechanical options for each plan type, aimed at reducing long-term utility costs for income-qualified buyers.
- **On-Call Construction Administration Support** — after plans are finalized, available on a time-and-materials basis to respond to contractor questions as homes are built from these plans on different lots over time — a service beyond the base scope, which concludes at plan delivery and the Commission presentation.

5. Schedule

Assuming a notice to proceed on August 31, 2026 (per the RFP timeline), I propose the following schedule for the core scope of work. Because so much of my design career has played out in Muskegon's neighborhoods, I expect to move through the early coordination steps faster than a practice starting from a standing start.

Task	Timeframe	Notes
Kickoff, site & zoning review	Week 1	Aug 31 – Sep 4
Schematic design (Plans A, B, C) & facade criteria	Weeks 2–5	Includes ADA alternates in parallel
"First drafts" delivered to City	Mid-Week 6	Deliverable per RFP
City review of first drafts	Weeks 6–7	Coordination with Development Services staff

Construction documents — all sets	Weeks 8–12	Plans A, B, C plus ADA alternates
Opinion of probable cost	Week 13	By plan type
City review & revisions	Weeks 14–15	
Final plan production & delivery	Week 16	4 hard copies + digital, per set
City Commission presentation	TBD	To be scheduled per City Commission calendar

Total duration: approximately 16 weeks (4 months) from notice to proceed to final plan delivery; the Commission presentation will follow once a date is confirmed on the City Commission's calendar. If selected, Additional Recommended Items (Section 4) would be scheduled concurrently where possible, or immediately following final delivery, on a timeline coordinated with the City.

6. Cost Proposal

Hourly Rate

Position	Hourly Rate
Andrea J. Riegler, Principal Architect / Project Manager	\$185.00

Estimated Hours by Task — Core Scope

Task	Hours	Rate	Subtotal
Kickoff, site & zoning review	6	\$185	\$1,110
Schematic design — Plan A	4	\$185	\$740
Schematic design — Plan B	6	\$185	\$1,110
Schematic design — Plan C (basement/convertible)	8	\$185	\$1,480
Facade diversity design criteria	8	\$185	\$1,480
ADA-accessible alternate — Plan A	3	\$185	\$555
ADA-accessible alternate — Plan B	3	\$185	\$555
Opinion of probable cost (all plan types)	8	\$185	\$1,480
Construction documents — Plan A	24	\$185	\$4,440
Construction documents — Plan B	20	\$185	\$3,700
Construction documents — Plan C	18	\$185	\$3,330
Construction documents — ADA alternate A	14	\$185	\$2,590
Construction documents — ADA alternate B	14	\$185	\$2,590
Code & zoning compliance review	6	\$185	\$1,110
City staff review meetings	4	\$185	\$740
City Commission meeting & prep	4	\$185	\$740

Final plan production, QC & delivery	8	\$185	\$1,480
Subtotal — Principal labor (158 hrs)			\$29,230
Subconsultant — Mechanical & Electrical Engineering (Ingalls Engineering Concepts, flat fee for all three homes)	—	Flat fee	\$7,500
Subconsultant — Structural Engineering (Allen Abrahams, PE, hourly, not-to-exceed)	—	\$200/hr	\$4,800
Subconsultant — Surveying / Civil-Site Engineering (Westshore Consulting, estimated)	—	\$110–150/hr	\$5,500 (est.)
Reimbursable expenses (printing, plotting, mileage)	—	—	\$500
NOT-TO-EXCEED TOTAL — All-In Estimate (architectural labor + MEP flat fee + structural NTE + Westshore estimate + reimbursables)			\$47,530

Westshore Consulting's surveying/civil-site engineering fee of \$5,500 is a preliminary estimate at an hourly rate of \$110–150/hour, pending final siting of the three homes and determination of existing site conditions; the figure will be confirmed once those are known. Mechanical/electrical engineering (Ingalls Engineering Concepts) is included above as a fixed flat fee of \$7,500, and structural engineering (Allen Abrahams, PE) is included as a not-to-exceed allowance of \$4,800 at his hourly rate of \$200/hour — both covering all three homes.

Additional Recommended Items — Optional, Priced Separately

Item	Hours	Rate	Subtotal
Lot-Fit Compatibility Matrix	8	\$185	\$1,480
Materials & Finish Standards Guide	12	\$185	\$2,220
Energy & Affordability Package (all 3 plans)	24	\$185	\$4,440
On-Call Construction Administration Support	As needed	\$185	T&M, no NTE

This Cost Proposal is submitted as an all-in, not-to-exceed proposal for the Core Scope of work described in Section 4. Additional Recommended Items are optional and would only be performed, and billed, if authorized by the City.

7. Minority and Women Business Enterprise Statement

Trellis Architecture is a woman-owned architecture practice. I, Andrea J. Riegler, am the founder, principal, and sole owner.

As described in Section 3, my project team includes three Muskegon-based subconsultants — Ingalls Engineering Concepts (mechanical/electrical), Allen Abrahams, PE (structural), and Westshore Consulting (surveying/civil-site) — each selected on the basis of long-standing working relationships and direct, relevant local experience. Should the scope of this engagement require additional subconsultant services beyond this team, I will make a good-faith effort to include qualified minority- and women-owned firms among those considered, consistent with the City's stated commitment to equitable contracting practices. All subconsultants, current and any added,

will be submitted to the City of Muskegon Development Services Division for review and approval prior to contract execution.

Insurance & Regulatory Compliance Acknowledgment

Trellis Architecture acknowledges the City of Muskegon's insurance and indemnification requirements, including Workers' Compensation Insurance, Commercial General Liability Insurance (\$1,000,000 per occurrence), Motor Vehicle Liability Insurance (\$1,000,000 per occurrence), and Professional Liability Insurance (\$500,000 per claim, claims-made, with a six-month tail following completion of services). I will provide certificates of insurance, additional insured endorsements, and 30-day cancellation notice provisions as required prior to execution of any agreement with the City.

ANDREA J RIEGLER, AIA NCARB

PRINCIPAL ARCHITECT

Architect with 27 years' experience delivering pragmatic, design-forward, and thoughtfully crafted buildings for nonprofits, small businesses, and municipalities. People-first, client-focused leader who builds trust with teams and stakeholders, translating constrained budgets and complex needs into durable, maintainable projects.

LEADERSHIP

Collaborative, people-first leader who listens actively, builds consensus among diverse stakeholders, and solves complex problems to drive client service and business growth.

SKILLS

Team leadership & mentorship
Design-led problem solving
Historic Preservation Specialist

CONTACT

231.557.0325
Architect.ajr@gmail.com

EXPERIENCE

PRINCIPAL / OWNER | TRELLIS ARCHITECTURE PLLC 2026-Present
Founded Trellis Architecture as the successor to my sole-proprietor practice, delivering pragmatic, design-forward buildings for municipalities, nonprofits, and residential clients across West Michigan, building on nearly three decades of relationships across the region.

SENIOR PROJECT ARCHITECT | SEH INC. 2021-2026
Established a Michigan office for a national interdisciplinary engineering firm: wrote the business plan, hired and onboarded staff, secured office space, and built a client base—resulting in a fully operational regional office that generated sustained project revenue and expanded the firm's market presence in Michigan.

OWNER | ANDREA J RIEGLER, ARCHITECT PLLC 2014-2021
Grew a sole-proprietor architecture practice from a few small-business clients into a diverse portfolio of residential, municipal, and nonprofit projects; delivered design and project management that built client trust and repeat work, leading to recruitment as Senior Project Architect by a nationally recognized engineering firm.

PROJECT MANAGER | AMDG ARCHITECTS 2013-2014
ARCHITECTURAL ASSOCIATE | HOOKER DEJONG A & E 2006-2013
ARCHITECTURAL ASSISTANT | AR7 HOOVER DESMOND 1999-2002

EDUCATION

MASTERS IN ARCHITECTURE | UNIVERSITY OF COLORADO 1999
BS IN ARCHITECTURE | UNIVERSITY OF MICHIGAN 1996
Martin Luther King Leadership Award – College of Architecture & Urban Planning

ACTIVITIES

Passionate about giving back to the lakeshore community, I serve as Co-Chair of the Environmental & Sustainability Committee with the Rotary Club of Muskegon, where I help lead initiatives that protect and preserve our local environment. Outside of work, you'll often find me soaking up live performances at one of our beautiful historic downtown venues — a reminder of why community and culture matter so much to me.

BRIAN INGALLS P.E.

Fruitport, MI 49415 | 231.670.5539 | brian@iec.pe

SUMMARY

Dynamic energy management professional with extensive experience in HVAC and plumbing design, notably as Owner at Ingalls Engineering Concepts, LLC. Proven track record in LEED consulting and project management, fostering technical collaboration to achieve optimal system designs that meet client needs and budgets. Skilled in energy modeling and team leadership.

SKILLS

- Energy modeling
- HVAC design
- Plumbing design
- LEED consulting
- Project management
- Technical collaboration

EXPERIENCE

05/2009 - Current

Owner

Ingalls Engineering Concepts, LLC - Fruitport, MI

- Energy modeling
- HVAC and Plumbing design for a variety of buildings
- LEED Mechanical/ HVAC reviewer
- LEED Mechanical/ HVAC consultant
- Collaborate with contractors, architects, and owners to design systems to best fit their needs and budgets.

07/2010 - 09/2015

Energy Manager- Energy/ HVAC Department

Us Green Building Council - Washington , DC

- LEED Mechanical/ HVAC reviewer
- Guide direct reports to best maintain our team quality and timing goals.
- Collaborate with non-Mechanical/ HVAC teammates for timing goals and discussions with LEED project teams.
- Guide owners, architects, and LEED design teams related to current or future LEED projects.

01/2009 - 06/2010

Energy/ HVAC Reviewer

Intertek Testing Services - Grand Rapids, MI

- LEED Mechanical/ HVAC reviewer

04/1995 - 12/2008

Mechanical Manager

Rhoades Engineering - Muskegon, MI

- Energy modeling
- HVAC and Plumbing design
- Maintain computer systems and networks for two offices
- Scheduling for two small offices of HVAC, Plumbing, and Electrical teams
- Collaborate with architects and owners to design systems to best meet their needs and budgets

EDUCATION AND TRAINING

04/1992

Mechanical Engineering **Michigan Technological University** - Houghton, MI

Allen Abrahams, PE

400 Maple St
Spring Lake, MI 49456
Phone: (312) 804-6073
allen.abrahams@gmail.com

EXPERIENCE

Nordika Engineering, Spring Lake, MI, 2021 - Present

Owner/Principal Structural Engineer: Structural design, inspection, and construction support for new and existing residential construction, renovations, and real estate transactions. Structural design of shallow and deep foundations with reinforced concrete, drilled piers, and helical piers. Reinforcement design of existing structures for renovation, building code compliance, and structural integrity after damage and forensic analysis.

SEH of Michigan, Muskegon, MI, March 2022 - April 2026

Structural Engineer: Structural Engineer Designer of Record for major municipal infrastructure projects including public safety facilities, dispatch centers, fire and police stations, and parks and entertainment facilities. Engineer of Record for the Muskegon Township Hall addition and improvements, Red River Regional Dispatch Center in Fargo, North Dakota, including full structure tornado shelter certification, Nassau Park performance amphitheater and field house in Lowell, Indiana, including architectural exposed timber trusses and architectural exposed structural steel. Provided license and stamped contract documents using Tekla Tedds and Autodesk Revit structural design and drafting software.

Soils and Structures, Muskegon, MI, August 2019 - March 2022

Assistant Manager, Structural Engineering: Structural design of Dublin General Store, including pre-engineered metal building foundations, steel moment frames for lateral resistance, and office space over a drive under canopy with architectural engineered timber. Helical pier foundation design for multiple new residential, commercial, and industrial structures in order to bypass poor bearing soil conditions at traditional shallow footing depths. Helical pier foundation design for existing residential and commercial structures in order to stabilize foundation settlement issues. Supervision of seven junior engineers and drafters in Muskegon and Traverse City offices, including staff scheduling, project management, quality assurance, quality control, design review, and budget management.

Soils and Structures, Muskegon, MI, August 2019 - March 2022

Assistant Manager, Structural Engineering: Structural design of Dublin General Store, including pre-engineered metal building foundations, steel moment frames for lateral resistance, and office space over a drive under canopy with architectural engineered timber. Helical pier foundation design for multiple new residential, commercial, and industrial structures in order to bypass poor bearing soil conditions at traditional shallow footing depths. Helical pier foundation design for existing residential and commercial structures in order to stabilize foundation settlement issues. Supervision of seven junior engineers and drafters in Muskegon and Traverse City offices, including staff scheduling, project management, quality assurance, quality control, design review, and budget management.

Chicago Transit Authority, Chicago, IL, May 2006 - May 2008, June 2015 - Aug 2019

Manager, Structure Engineering: Effectively managed 8 junior structural engineers in the Structure Engineering Section, through the design, construction, and maintenance inspections of all structures for the CTA Infrastructure Department. Carefully review staff and consultant design drawings, specifications, and calculations for conformance to relevant building codes, design criteria, and material codes. Served as a structural technical panel expert for the development of the base case design-bid contract documents for the \$2.1 billion Red-Purple Modernization project. Served as a structural technical panel expert for evaluating potential general engineering contract consultants and designer of record firms. Proficient in using AutoCAD to accurately create structural drawings, sketches, and design documents. Accurately completed structural drawings, specifications, and calculations for the design and rehabilitation of new and existing CTA

stations, commercial rental spaces, maintenance facilities, customer boarding platforms, retaining walls, and steel elevated track structures.

Metropolitan Water Reclamation District, Chicago, IL, May 2008 – June 2015

Associate Structural Engineer: Efficiently designed and drafted concrete and steel earth retention structures for containment and processing of storm water runoff and municipal waste. Comprehensively reviewed manufacturer and contractor submittals and RFI's on Constructware for conformity to project documents, and maintained a positive working relationship with consultants and contractors. Accurately calculated structural cost estimates on projects over \$10 million with RSMeans estimating software. Recent project examples include a combined masonry shear wall and steel braced frame warehouse building expansion including the efficient design of a deep foundation system in order to bypass unsuitable soil conditions at grade level, and the successful design of steel platforms to support electrical and mechanical equipment above ground away from potential flood hazards.

Samartano & Company, Chicago, IL, May 2002 - May 2006

Project Structural Engineer: Performed the structural design and consulting for diverse building projects including new and rehabilitated buildings from initial feasibility stage to detailed design through the permit and construction process. Tasks performed typically included the structural design and analysis of steel, concrete, masonry and timber construction of residential and commercial mid-rise and high-rise buildings, including foundations and superstructures. Managed and coordinated design efforts with other disciplines for moderate scope projects (buildings up to 200 feet) and for portions of major projects (buildings greater than 200 feet in height). Prepared construction drawings, documents, design reports, and design memoranda. Became proficient in using engineering design software such as STAAD, RISA, and ETABS for fast and accurate structural calculations for review and permit submittals.

Chicago Department of Transportation, Chicago, IL, September 2002 - March 2003

Engineering Intern: Inspected CDOT bridges for the safety condition of grated surfaces and the feasibility of applying a surface material for safer riding conditions for bicyclists without interfering with automobile or pedestrian traffic. Field checked over 30 miles of city streets for the installation of new bike lanes, prepared design proposals for submission to IDOT, inspected new bike lane signage and lane striping for quality and accuracy in accordance with the design plans.

United States Navy, USS Ticonderoga CG-47, July 1995 - July 1999

Cryptologic Communications Supervisor: Supervised the operation of all secure communications in the Ship's Signal Exploitation Space. Protected and inventoried sensitive cryptographic equipment and documents with 100% accountability while maintaining a Top Secret security clearance. Awarded the Sailor of the Quarter award among 200 possible candidates.

LICENSES

Michigan Licensed Professional Engineer - 2017
Colorado Licensed Professional Engineer - 2020
Pennsylvania Licensed Professional Engineer – 2021
Ohio Licensed Professional Engineer – 2021
Texas Licensed Professional Engineer – 2021
North Dakota Licensed Professional Engineer - 2021
Indiana Licensed Professional Engineer – 2023
Wisconsin Licensed Professional Engineer – 2023
Minnesota Licensed Professional Engineer - 2023

EDUCATION

University of Illinois at Chicago (UIC)
Bachelor of Science in Civil Engineering - May 2004
Structural Focus

TRAINING

Federal Highway Administration-National Highway Institute
Safety Inspection of In-Service Bridges, Chicago Transit Authority, 2016
Fracture Critical Inspection Techniques on Steel Bridges, 2016

Timothy W. DeMumbrum, P.S.

Senior Surveyor / President

Montague Public Schools, City of Montague, Michigan

Performed construction staking, design recertification, and elevation/grade correction.

Muskegon Solar Project, Moorland Township, Michigan

Establishment of large area control network, and completed both topographical and as-built surveys.

City of Muskegon, 2725 Olthoff Drive, Muskegon, Michigan

Divided and reconfigured City of Muskegon-owned parcels for redevelopment. Created new legal descriptions and prepared ALTA surveys and As-built drawings for newly created parcels.

Muskegon County Airport, City of Norton Shores, Michigan

Established the boundary and prepared new legal descriptions for parcel divisions.

Pere Marquette Park, City of Muskegon, Michigan.

Improvements for this project included a universally-accessible bathhouse and playground. Westshore provided grant application assistance, project management, surveying, site plan and civil engineering design construction document preparation along with MDNR Trust Fund Grant assistance.

Muskegon Luge Adventure Sports Park, Laketon Township, Michigan.

Assisted in planning the future parking and entrance relocation to the complex. Previous work included rerouting of luge track, topographic survey and layout of archery range and yurt structure, assisting with Critical Dunes permit for a zipline expansion, ADA accessibility, and environmental assessments. Created the site design of the rock-climbing wall, including ADA accessibility facility management of the site and parking areas.

Little Black Lake Park Expansion, City of Norton Shores, Michigan

Civil Engineering Design and permitting of kayak launch, parking lot, and restroom facilities. Topographical survey of two-acre park, soil borings, and soundings for park expansion and launch facilities. Subconsultant to Cornelisse Design Association, Inc.

Wintony Woods, White River Township, Michigan

Conversion of a multiple-owner entity into a Site Condominium. The site was encumbered by critical dunes requirements and other limiting factors.

Nugent Sand, Muskegon, Michigan

Monthly volume calculations and construction services.

Winnetaska Park Replat, Twin Lake, Michigan

Replat of multiple blocks, including street vacating and title transfers.

Cheryl C. Scales, P.E.

Senior Engineer

O: (231) 777-3447, Ext. 153
C: (616) 485-5422

CherylS@Westshore.net
www.Westshore.net

2534 Black Creek Road
Muskegon, MI 49444

Specialization

Facility & Campus Site Evaluation for Pavements, Walkways & Infrastructure
Master Plan for Sites & Associated Cost Estimates
ADA Compliance Evaluation & Design of Site Parking & Walkways
Studies & Investigations for Site Pavement Conditions & Infrastructure Capacity
Planning & Zoning Site Plans
Engineering Site Plans
Public Meeting Management & Attendance
Grant Assistance, including Preliminary Design
Preparation of Bidding & Construction Documents, Specifications & Drawings
Cost Estimating
Construction Administration
Project Management
Municipal Sanitary Sewer System Design
Municipal Water Distribution System Design
Stormwater Collection & Grading Plans
Pavement Maintenance & Design of Streets & Roads
Soil Erosion & Sedimentation Control Permitting
State of Michigan EGLE Permitting, including Part 301 Alteration of Waters of the
State & Wetlands
Sustainable Green Design
Park Design, Permitting & Construction Administration

Qualifications

B.S., Civil Engineering, Michigan State University 1984

Registrations

State of Michigan – Registered Professional Engineer License No. 6201034552

Experience

1984 – Present, 39 years
Gourdie, Fraser & Assoc. Traverse City, MI 1984 - 1987
The WBDC Group, Grand Rapids, MI 1987 – 1992
Westshore Engineering, Muskegon, MI 1992 - 1996
Progressive AE, Grand Rapids, MI 1996 – 2021 Retired
Westshore Engineering, Muskegon, MI -2023 - Present

Affiliations

Michigan Society of Professional Engineers
City of Rockford City Council Member
City of Rockford Sustainability Committee Member
City of Rockford Zoning Board of Appeals past member for 10 years
North Kent Connect Board Chair

Certifications & Training

LEED Sustainability Certified provider

Cheryl C. Scales, P.E.

Senior Engineer

Project Experience

Lake Michigan College Facility Conditions Analysis for Three Campuses, Benton Harbor, Niles and South Haven, MI, 2020 Progressive AE Experience *Facility Conditions Study*

Analysis of existing parking, drives and walkway pavement conditions, and site features of buildings to develop a 10-year facility improvement plan that included recommendations for improvements, maintenance issues and cost estimates. Study included evaluating ADA access to buildings, pavement conditions, stormwater and erosion review, and mapping of infrastructure locations. Three campuses were included in the study.

Lake Michigan College, Benton Harbor, Niles and South Haven, MI, 2020 Progressive AE Experience

Civil Engineering Design & Construction Management

Engineering design, estimating, and construction management for two parking lot, entry road and driveways. Projects were identified in a pavement management study provided by Progressive AE. Cheryl was the Project Manager and design engineer on the replacement of over 600 parking spaces. Services included design, cost estimating, project management, and construction observation, including review of payment applications following the Davis Bacon Act requirements. In addition to the parking areas, a green space with walkways and rain gardens were added to filter the stormwater runoff from the parking lots.

Trinity Mercy Hospital, Muskegon, MI 2013 – 2017 Misc. Site Engineering & Master Planning, Progressive AE Experience

Site Plan & Civil Construction Documents, Permitting

Site work including parking lots and stormwater design for building expansions and helipad relocation. Preliminary design and Master Plan for new Hospital addition. Work included working with City of Muskegon for Zoning and Site Plan approval.

Trinity Hospital Various Sites Facility Conditions Analysis, 28 Medical Office Sites in Kent, Ottawa, Muskegon, & Mason Counties, 2019 – 2020 Progressive AE Experience

Facility Conditions Study

Analysis of existing parking and drive pavement conditions, development of a 20-year facility improvement plan that included recommendations for improvements, maintenance and associated cost estimates.

Odeno Phase III 99-lot Subdivision, Fruitport Township, MI 2023 – Present Westshore Experience

Civil Engineering Design, ADA Compliance, Wetland & Stream Crossing Permits, Muskegon County Water Resource Stormwater Design and Permit, Public Sanitary Sewer and Water Design and Permit, Improvements to Sheriden Road and Permitting with Muskegon County Road Commission

Civil Engineering Design and Permitting for 40-acre, 99-lot subdivision in Fruitport Township, MI. Services included Project Management, public water and sanitary sewer design and permitting, Inland Lakes & Streams EGLE Permit,

Cheryl C. Scales, P.E.

Senior Engineer

Muskegon County Water Resource Stormwater design and permitting, and Muskegon County Road Commission Expansion of Sheridan Road Permit. Project Estimating, Construction Management, and Construction Observation services were provided.

Various City of Grand Rapids Parks Improvements under City of Grand Rapids Master Agreement, Grand Rapids, MI 2012 – 2021 Progressive AE Experience

Project Management, Site Plan & Civil Construction Documents, Permitting, Cost Estimating

Design and construction management for improvements to 12 parks in the City of Grand Rapids. Work included evaluation of existing facility conditions, ADA survey, building and pool removals, new splash pads and associated utilities, walkways, playground equipment, new restroom buildings, parking lots and signage improvements.

Fredrick Meijer Garden Various Projects, Grand Rapids, MI 2005 – 2021 Progressive AE Experience

Project Management, Site Plan & Civil Construction Documents, Permitting

Long-term relationship as the Civil Engineer of Record for numerous improvements and expansions, including the Japanese Gardens, the Volunteer Gardens, the Maintenance Center, the Amphitheater, and the recent five-year improvements that included the Welcome Center building expansion, parking lot and plaza renovation, and numerous garden areas. Work included project planning, cost estimation, working with Grand Rapids Township on planning and zoning issues, stormwater management, utility master plan and extension, parking lot and roadway design, walks and plazas, and permitting with EGLE for Wetland and Inland Lakes & Streams to create new ponds and wetlands.

West Michigan Sports Commission Art Van (now Meijer) Sports Complex, Plainfield Township, MI 2012 – 2014 Progressive AE Experience

Project Management, Civil Engineering Design, Cost Estimating, Construction Administration

Planning, design and construction of total complex, including eight baseball and softball fields, a Miracle field (for players with disabilities), stadium and restroom facilities, parking lots and walkways. Design included a public road to access the site and the Plainfield Township Premier Park, public water and sanitary sewer extension, and extensive stormwater management system. Permitting included EGLE Wetland and Inland Lakes and Streams. Project included Public Meeting attendance at numerous Plainfield Township meetings, coordination with Plainfield Township, West Michigan Archery, and West Michigan Mountain Bike association on master planning the entire complex. Cost estimates were prepared to fund raise prior to the construction documents.

Cheryl C. Scales, P.E.

Senior Engineer

Epworth Assembly Facility Conditions Analysis, Ludington, MI, 2022, Westshore Experience

Facility Conditions Study

Epworth Center is a 267-acre, 129-year-old residential community with 228 private cottages, serviced with 2.5 miles of roadways, thousands of feet of walkways and retaining walls; a private water and sanitary sewer system; and public facilities including a hotel, community center, church, daycare and golf facilities. Westshore was hired to complete a 5-year Master Plan that evaluated all the pavements for condition, tested the water system for fire flows, tested the pump stations for conditions and capacity, evaluated the retaining walls, walkways, roofs, flooring, and HVAC systems for all of the buildings. This plan resulted in a 5-year Maintenance Plan with associated costs to budget for each over the next 5 years.

Duck Creek Park, Fruitland Township, MI 2023 – Present, Westshore Experience

Grant Assistance, Cost Estimation, Wetland & Stream Crossing Permits, Civil Engineering Design, ADA Compliance

Grant application for improvements to Duck Creek Natural Area Park. Work includes final design for Grant Application and construction documents, cost estimating and associated surveying work, EGLE permit for stream crossing of three pedestrian bridges and a boardwalk

REQUEST FOR PROPOSALS

Architectural Design of Residential Infill Homes

CITY OF MUSKEGON, MICHIGAN

INTRODUCTION

The City of Muskegon, Michigan, through its Development Services Division, invites proposals from qualified firms for the preparation and submission of several designs for residential single-family homes meant to be placed on existing vacant lots as part of the City's Infill Housing Program. This project will support the City's current Comprehensive Economic Development Strategy, Consolidated Plan for CDBG and HOME, as well as City of Muskegon initiatives to ensure an adequate supply of both affordable and market rate housing. This RFP is available to the public online at: www.shorelinecity.com.

PROJECT DESCRIPTION

The City of Muskegon Development Services Division will contract with a qualified architectural firm for the design of several sets of construction ready house plans. The city will act as the developer in the proposed project, requesting bids for construction of the designed houses on several city owned lots within the community. The Development Services Division is the portion of the Muskegon government organization that administers various housing-focused economic development programs, the city's Community Development Block Grant programming as well as federal HOME funds, both of which can be used for affordable housing investments. The City of Muskegon directly funds affordable housing development and rehabilitation through its CDBG and HOME programming. The Development Services Division also negotiates, initiates, and finalizes all housing related tax incentives available to housing developers in Michigan. The finished products the city seeks from a selected qualified firm should:

1. Provide construction ready plans for a two-bedroom, one-bathroom home that is under 800 square feet
2. Provide construction ready plans for a three-bedroom, two-bathroom home that is under 1600 square feet
3. Provide construction ready plans for a two-bedroom, one-bathroom home that can be placed on a basement and converted to a three-bedroom, two-bathroom unit.
4. Produce house plans that can be replicated and fit on lots proposed in the attached Exhibit "proposed infill lots"
5. Include house plans that are compliant with existing zoning and construction codes in the City of Muskegon and State of Michigan
6. Provide design criteria guidance to ensure diversity of exterior facades among constructed units
7. Produce house plans that can be constructed with cost efficiency in mind to maximize affordability for prospective buyers



8. Produce house designs that have ADA-Accessible alternatives so that a number of units for mobility challenged buyers can be built during the project

BACKGROUND

The City of Muskegon is located in the western region of the State of Michigan, and incorporated along Lake Michigan's Eastern shoreline. The city's population is about 39,000, located in Muskegon County with a population of 173,000. The city has recently finalized its Master Plan update, and is soliciting proposals to assist in the facilitation of owner-occupied housing. Increasing the city's population and tax base through the provision of housing at multiple price points is

The City of Muskegon is currently the community in Muskegon County with the most subsidized affordable units, and has recently seen infill of several new multi-family LIHTC developments in and around our traditional downtown. However, reports and data from our partners in the single family rental industry, nonprofit housing organizations, and the Michigan State Housing Development Authority also indicates that the affordable housing need in our community continues to be significant. Many challenges make the provision of housing of any price point in Muskegon difficult, its narrow traditional grid block lots, lower than average AMI, and lower housing market values among them. Many households in Muskegon are housing cost burdened due to our large cohort of low/mod income families, and with a shortage of units and increased interest from incoming residents due to revitalization this issue seems to be worsening.

The project in question will focus on delivering owner occupied units to the community at sale prices that cannot be achieved in the private market. The city of Muskegon uses Brownfield Tax Increment Financing to recover costs from sales that include losses against construction and connection to public utilities, which allows for the sale of homes below market rate to buyers who would otherwise not be able become homeowners.

SCOPE OF WORK

The architectural firm selected shall provide complete sets of plans for a minimum of three (3) formats of single-family housing units as described in the PROJECT DESCRIPTION section. These homes should fit into the existing character of the neighborhoods to the extent possible, with some adaptability of façade as the city plans to construct homes in several different areas of the community.

Additionally, the selected firm will need a knowledge of the zoning for residential neighborhoods in the city of Muskegon, including recent reforms focused on maximizing housing choice and density.

Finally, the architectural firm shall submit an opinion of cost on each designed unit so that the city can have a benchmark by which to assess bids from residential contractors.

DELIVERABLES

- Completion of first drafts



- Completion of final plans (4 plan-review ready hard copies per plan set, digital copies included)
- Attendance of firm for at least one meeting of the Muskegon City Commission to present the completed plans with city staff.

PROPOSAL SUBMISSION REQUIREMENTS

1. Organizational Information

A proposal must include the full name and address of your firm or organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the scope of work outlined in this proposal. The proposal submission must also indicate whether you operate as an individual or partnership or corporation and include the state in which your firm or organization is incorporated. If a joint venture is contemplated, name the firms involved. Also, subcontractors to be used for completion of the project must be identified in a similar manner.

2. Statement of Experience

A proposal must evidence your firm's experience in completing residential home designs and construction-ready plans. Please provide examples of project experience involving staff members who will work on the city of Muskegon project using the following format:

- Client name
- Contact person and phone number
- Services provided
- Original estimate or project costs and actual project costs
- Original estimated Project completion schedule and actual completion schedule

3. Project team

The proposal must include the names, qualifications, and background information (resumes) of your Project Team, including Project Manager, and other professional staff who will be assigned to complete the project, including subcontractors, if any.

4. Work Plan

Present in detail your proposed work plan for this project, including all major and minor work tasks to be achieved and related work products. Also, present in detail any "Additional Recommended Items" that you deem appropriate to be included as part of the work plan, even if not specifically mentioned.

5. Schedule

Please provide a work schedule outlining the time frame to complete the work including "Additional Recommended Items" and the estimated time required for the completion of each major and minor task.



6. Cost proposal

Provide the not to exceed cost for delivery of the project as described in this RFP. Demonstrate the level of effort for the project by listing, by position, the number of hours necessary to complete the project based on the work plan, including a detailed outline of professional personnel (including subcontractors, if any) and the hourly labor rate for each person working on the project. Include a schedule of all other direct and indirect costs. This Cost proposal will be considered an “all-in” proposal for the completion of all work detailed herein.

7. Minority and Women Business Enterprises

The City of Muskegon has stated goals and organizational vision statement that emphasizes accessible and equitable government practices. One purpose of these stated goals and vision statement is to increase the focus of equitable practices in employment and contracting for city services. Bidders are hereby notified that this RFP is subject to these priorities.

Please provide a statement documenting your outreach efforts and indicate any utilized minority and/or women-owned firms. This statement should be included in your proposal submission for staff review.

EVALUATION CRITERIA

Proposals will be evaluated by City of Muskegon Development Services staff. The proposals will be evaluated on the firm’s ability to meet the requirements of this RFP. Specific evaluation criteria, among other factors, will include:

Qualification and experience of the proposed team:

- History of the firm and its experience in similar projects
- Proposal of a qualified project manager with relevant previous experience
- Quality and availability of staff assigned to the project
- Knowledge of technical requirements
- Creativity and relevance of past work
- Understanding and knowledge about the project area
- Proposed approach to the project:
- Responsiveness to project description
- Proposed distribution of work and time between team members
- Proposed time frame for the project
- Knowledge of technical requirements
- Proposed scope of work and deliverables

Quality of proposal:

- Concise description of tasks, staff and process proposed
- Clarity of roles and responsibilities of key team members
- Responsiveness to other city requirements



- Statement on Equity Outreach Response
- Understanding and acceptance of federal, state, and City regulations and policies
- Competitiveness and Completeness of Cost Proposal
- Reasonable allocation of human resources to project
- Cost Competitive within range of proposals submitted
- Sufficient detail to facilitate final cost negotiations to enable project to be completed within budget

Depending on the analysis of all submittals, personal interviews may be scheduled.

FINAL SELECTION AND REQUIREMENTS

- All proposals become the property of the City of Muskegon upon submission.
- The cost of preparing, submitting and presenting a proposal is the sole expense of the consultant.
- The City of Muskegon reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel the RFP in part or in its entirety if it is in the best interest of the City of Muskegon. This solicitation of proposals in no way obligates the City of Muskegon to award a contract.
- All data, analysis and final report and recommendations will become the property of the City of Muskegon in perpetuity and may not be used by the consultant for any other set of studies without prior written approval.
- The contract for the completion of the project will be awarded in accordance with all appropriate City of Muskegon procurement requirements.
- The consultant shall submit and maintain a schedule with specified milestone dates for the project. The schedules must allow for necessary review periods for all parties involved with the project.
- The consultant shall submit invoices with a written, status report on each project to the City of Muskegon Development Services Director, who reserves the right to request supplemental information to ensure appropriate project progress.
- The Bidder will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:
 - a. Hold Harmless Agreements: To the fullest extent permitted by law, Vendor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of



toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.

- b. Vendor Insurance Requirements: Vendor shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. Workers' Compensation Insurance: The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. General Liability Insurance: The Vendor shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. Motor Vehicle Liability: The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- f. Professional Liability Insurance: The Vendor shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim. This section is only applicable for RFP's requesting professional services (Architect, Engineer, etc...)
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction



and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.

- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:
 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance
 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance
 5. If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

Timeline

- Request for Proposal issued: July 27, 2026
- RFP submittals due: 2:00pm, August 13, 2026
- Preferred Firm recommendations to City Commission: August 25, 2026
- Begin project: August 31, 2026
- Final deliverables due: Based upon contract

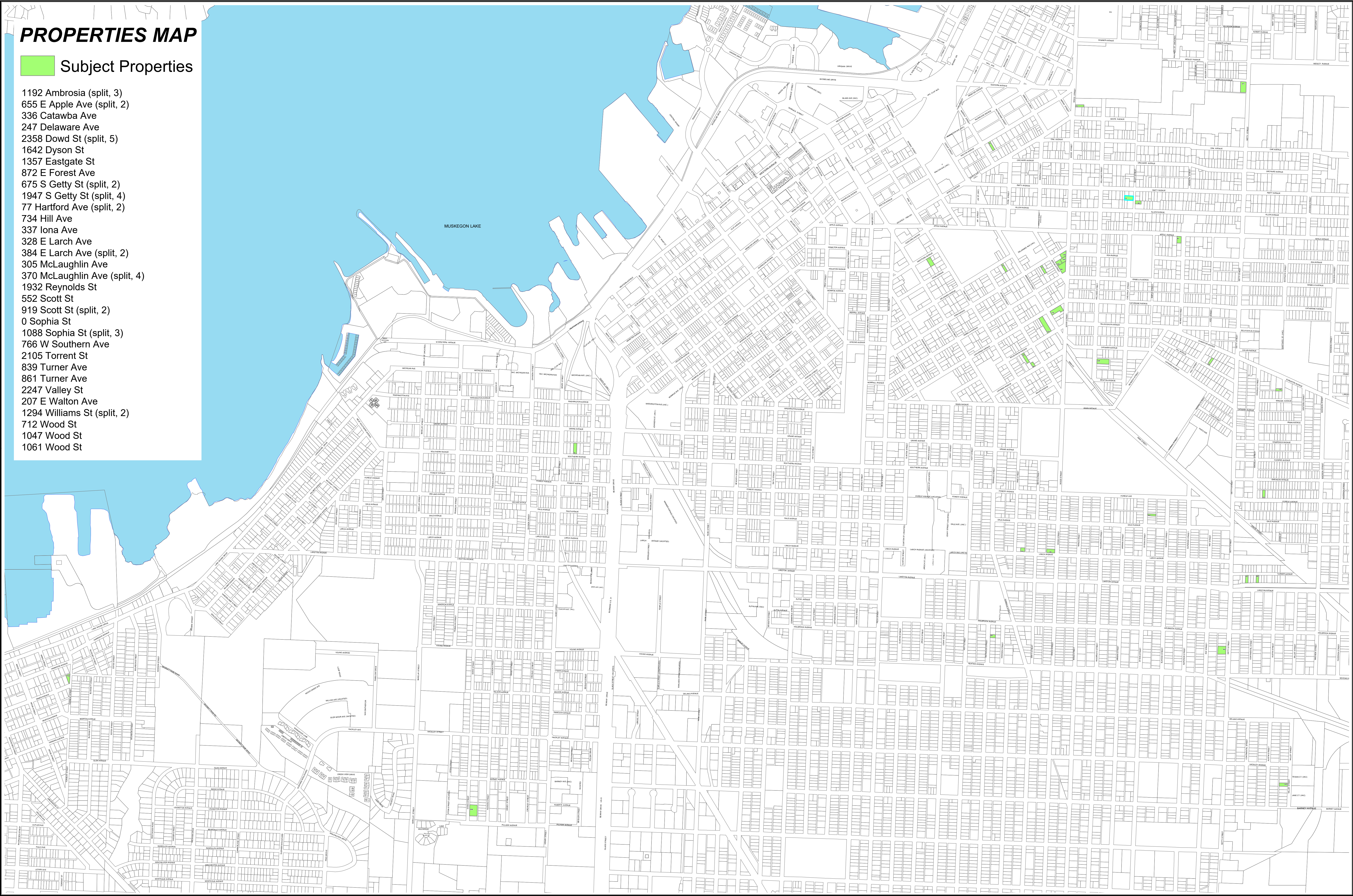
Submit by August 13 at 2:00pm EST to:

Muskegon City Clerk's Office
Attn: Jake Eckholm, Director of Development Services
Muskegon City Hall
933 Terrace
Muskegon, Michigan
49440

PROPERTIES MAP

 Subject Properties

- 1192 Ambrosia (split, 3)
- 655 E Apple Ave (split, 2)
- 336 Catawba Ave
- 247 Delaware Ave
- 2358 Dowd St (split, 5)
- 1642 Dyson St
- 1357 Eastgate St
- 872 E Forest Ave
- 675 S Getty St (split, 2)
- 1947 S Getty St (split, 4)
- 77 Hartford Ave (split, 2)
- 734 Hill Ave
- 337 Iona Ave
- 328 E Larch Ave
- 384 E Larch Ave (split, 2)
- 305 McLaughlin Ave
- 370 McLaughlin Ave (split, 4)
- 1932 Reynolds St
- 552 Scott St
- 919 Scott St (split, 2)
- 0 Sophia St
- 1088 Sophia St (split, 3)
- 766 W Southern Ave
- 2105 Torrent St
- 839 Turner Ave
- 861 Turner Ave
- 2247 Valley St
- 207 E Walton Ave
- 1294 Williams St (split, 2)
- 712 Wood St
- 1047 Wood St
- 1061 Wood St





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 25, 2026	Title: Access Agreement for Pinnacle Construction at Froebel School							
Submitted by: Jake Eckholm, Development Services Director	Department: Economic Development							
Brief Summary: Grant funded work from the State Land Bank is wrapping up, and Samaritas would like to continue some pre-closing targeted project work on the site and require written permission to access and impact the building.								
Detailed Summary & Background: We have successfully implemented the \$1.2 million State Land Bank grant and completed the grant-funded projects at Froebel School. These activities included a complete roof replacement, exterior terracotta tile conditioning, repair, and replacement, new storm drainage systems, and extensive internal abatement of environmentally sensitive materials. Samaritas is geared up to close on the property at the end of September with us, aligning with their lender and investor timelines. To keep the construction project for the 46-family apartment units and community auditorium space on schedule, they would need to get contractors on site in roughly the first week of September. This gap creates challenges, as some bids may need to be resubmitted, which could cause longer delays and cost overruns. Samaritas has asked for the City's consideration of an access agreement similar to the one we completed for the Muskegon County Land Bank to implement the grant-funded construction activities. This document was authored and reviewed by the City Attorney to limit liability during that period between construction start and property closing. It requires written permission from city staff to commence the submitted scope of work, and requires that the city be listed as an additional insured party on the liability policy for the project. Staff recommends approval in consideration of Samaritas' continued good-faith partnership and in the interest of keeping the project on track.								
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>N/A</td><td></td></tr></table>	Yes		No		N/A	N/A	
Yes		No		N/A	N/A			
Fund(s) or Account(s):	Budget Amendment Needed:							

N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%; text-align: center; padding: 2px;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%; text-align: center; padding: 2px;">No</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%; text-align: center; padding: 2px;">N/A</td> <td style="width: 16.6%; text-align: center; padding: 2px;">N/A</td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No		N/A	N/A									
Yes		No		N/A	N/A											
Recommended Motion: Motion to approve the Froebel School Access Agreement for Pinnacle Construction, and to authorize the Mayor and Clerk to sign.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Immediate Division Head</td> <td style="width: 10%; text-align: center; padding: 2px;">X</td> <td style="width: 60%;"></td> </tr> <tr> <td style="padding: 2px;">Information Technology</td> <td style="text-align: center; padding: 2px;"></td> <td></td> </tr> <tr> <td style="padding: 2px;">Other Division Heads</td> <td style="text-align: center; padding: 2px;"></td> <td></td> </tr> <tr> <td style="padding: 2px;">Communication</td> <td style="text-align: center; padding: 2px;"></td> <td></td> </tr> <tr> <td style="padding: 2px;">Legal Review</td> <td style="text-align: center; padding: 2px;">X</td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			Other Division Heads			Communication			Legal Review	X		<u>Name the Policy/Ordinance Followed:</u>
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review	X															

SITE ACCESS AGREEMENT

This Site Access Agreement (“Agreement”) is made by and between the **City of Muskegon**, a Municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”) and **Pinnacle**, a Michigan corporation, of 1000 Front Street, Grand Rapids, MI 49504 (“Pinnacle”) (together the “Parties”) with reference to the following facts:

Background

A. City owns the real property commonly known as 417 Jackson Ave., Muskegon, Michigan 49442, Parcel No. 24-205-024-0001-00 (“Site”). The Site includes two (2) buildings (“Buildings”).

B. Pinnacle requests permission to enter the Site for the exclusive purposes of preparing the Site for redevelopment, demo, remodeling, remediation, site prep, and general construction (the “Scope of Work”).

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

1. **Access.** City gives permission to Pinnacle or its agents, contractors, or other authorized representatives (collectively, “Authorized Parties”) to enter upon the Site to perform the Scope of Work. Pinnacle shall be responsible for the conduct and actions of all Authorized Parties and shall ensure that each Authorized Party complies with all terms and conditions of this Agreement. This permission is effective immediately upon the execution of this Agreement by City and Pinnacle. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the City. The access granted under this Agreement is a limited, revocable license to enter the Site solely for the purposes authorized by this Agreement. Nothing contained in this Agreement shall be construed to create or grant a lease, easement, tenancy, possessory interest, license coupled with an interest, or any other property interest in the Site in favor of Pinnacle or any Authorized Party. City reserves the right to establish reasonable rules and procedures governing access to the Site, to limit access to particular portions of the Site, to require City personnel to accompany Authorized Parties, and to suspend or restrict access whenever City reasonably determines that such action is necessary to protect persons, property, the environment, or the interests of the City.

2. **Scope of Work.** The permission granted by City under this Agreement is contemplated to be used solely for the purposes of redevelopment, demolition, remodeling, remediation, site preparation, and general construction (the “Scope of Work”). Notwithstanding the foregoing, no demolition, excavation, drilling, boring, removal or disturbance of soil or groundwater, removal of hazardous materials, alteration of utilities, structural alteration, installation or removal of monitoring wells, or other intrusive activity shall be performed without the prior written consent of City if such activity is not specifically described in a written Scope of Work approved by City. No actions outside of the Scope of Work may be taken by the Authorized Parties without the express prior written consent of the City. Pinnacle agrees that the structural integrity of the Buildings or their foundations will be maintained during the course of the investigation and upon completion of the Scope of Work. City shall have the right at any time during the term of this Agreement to inspect the Site.

Pinnacle shall be solely responsible for ensuring that all work is performed in a manner that protects the structural integrity of the Buildings, foundations, improvements, utilities, sidewalks, streets, landscaping, and other property located on or adjacent to the Site. Pinnacle shall be solely responsible for the means, methods, techniques, procedures, and safety of the Scope of Work and for compliance with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, permits, licenses, and governmental requirements.

Pinnacle shall obtain, at its sole cost and expense, all permits, approvals, licenses, authorizations, inspections, and governmental approvals required for the Scope of Work. City's execution of this Agreement or granting of access shall not constitute approval of any plans, permits, development proposal, construction activity, demolition activity, remediation plan, or other governmental approval.

3. **Costs; Liens.** Authorized Parties will perform the Scope of Work and any other activity related to this Agreement at their sole cost and expense. Authorized Parties will not allow any mechanics or other lien to be placed on the Site. Should any such lien arise due to the acts or omissions of Authorized Parties or subcontractors working on behalf of Authorized Parties, Pinnacle will, no later than 20 days from the claim of such lien, fully discharge the lien at their expense. City is not required to perform any activity or incur any expense for any purpose under this Agreement.

To the extent permitted by applicable law, Pinnacle shall promptly cause any lien, claim of lien, or other encumbrance arising from the Scope of Work to be discharged, bonded, or otherwise legally resolved to City's satisfaction. Pinnacle shall immediately notify City in writing of any lien or claim of lien and shall reimburse City for all reasonable costs and attorneys' fees incurred in responding to or resolving such lien or claim. Nothing in this Agreement shall be construed as an advance waiver of any construction lien in violation of applicable law.

If City incurs any cost or expense as a result of Pinnacle' or an Authorized Party's failure to comply with this Agreement, Pinnacle shall reimburse City for such costs and expenses, including reasonable attorneys' fees, within ten (10) business days after written demand.

4. **Default; Suspension of Access.** If Authorized Parties fails to perform any of its respective obligations, or Pinnacle fails to perform their obligations set forth in this Agreement, City may terminate and cancel Authorized Parties' right of access to the Site, cure the default, and/or pursue all or any other remedies available under law or in equity, including, without limit, pursuit of equitable remedies such as enforcement of obligations by specific performance and/or pursuit of a temporary and/or permanent injunction. If City cures a default, then Pinnacle shall reimburse City for the costs thereof within ten (10) business days of written request for reimbursement. A default by Authorized Parties shall be deemed a default by Pinnacle.

In addition to the foregoing, City may immediately suspend or terminate access to the Site, without providing Pinnacle an opportunity to cure, if City reasonably determines that continued access or work presents an imminent or material risk to persons, property, the environment, City infrastructure, or public health or safety, or if Pinnacle or any Authorized Party:

- a. performs work outside the approved Scope of Work;
- b. fails to maintain required insurance;
- c. violates applicable law or governmental requirements;

- d. causes or threatens to cause environmental contamination or a release of hazardous substances;
- e. materially damages the Site or any City property;
- f. fails to maintain the Site in a safe and secure condition; or (g) otherwise materially breaches this Agreement.

Suspension or termination of access shall not relieve Pinnacle of any obligation or liability that accrued before the date of suspension or termination.

5. **No Admission.** The granting of this permission by the City is not intended, nor should it be construed, as an admission of liability on the part of the City or the City's successors and assigns for any contamination discovered on the Site. City makes no representation or warranty, express or implied, concerning the physical, structural, environmental, geotechnical, subsurface, or other condition of the Site or any improvement located on the Site. Pinnacle acknowledges that it is entering the Site based upon its own investigation and due diligence and not in reliance upon any representation by City concerning the condition of the Site.

6. **Environmental.** Pinnacle shall perform all environmental investigation, remediation, demolition, excavation, construction, and related activities in compliance with all applicable federal, state, and local environmental laws, regulations, permits, orders, and requirements. Pinnacle shall not cause, permit, or exacerbate any release, discharge, migration, disposal, spilling, leaking, or threatened release of hazardous substances, pollutants, contaminants, petroleum products, asbestos, lead, mold, or other regulated materials at, on, under, or from the Site. Pinnacle shall immediately notify City, and in no event later than twenty-four (24) hours after discovery, of any spill, release, discharge, migration, or threatened release of any hazardous substance or regulated material arising from or related to the Scope of Work.

7. **Restoration of Site.** Pinnacle shall maintain the Site in a clean, safe, secure, and orderly condition throughout the term of this Agreement. Upon completion or termination of the Scope of Work, or upon termination of this Agreement, whichever occurs sooner, Pinnacle shall, at its sole cost and expense, promptly restore the Site to the condition existing immediately prior to or better than Pinnacle's entry, except for changes approved in writing by City.

8. **Indemnification.** Pinnacle shall require that any of its agents, contractors, representatives, or consultants indemnify and hold City and its elected and appointed officials, officers, employees, agents, representatives, and successors harmless from any and all liabilities, claims, losses, suits, actions, judgments, damages, costs, expenses, fines, liens (including reasonable attorneys' fees), or penalties arising out of an Authorized Party's exercise of the right to access the Site, acts or omissions of Pinnacle or any Authorized Party, any violation of law, ordinance, rule, regulation, permit, or governmental requirement by Pinnacle or any Authorized Party, any lien or claim of lien arising from the Scope of Work, and performance of the Scope of Work. Pinnacle's obligations under this Section shall not be limited by the amount or availability of insurance and shall survive expiration or termination of this Agreement.

9. **Insurance.** Prior to Authorized Parties entering the Site to conduct the Scope of Work, Pinnacle shall, and shall cause Authorized Parties to, obtain, maintain, and deliver to City evidence thereof, at no cost or expense to City:

- a. Professional liability errors and omissions coverage in an amount of not less than \$2,000,000.00;
- b. Commercial general liability coverage including personal injury, products, and completed operations liability, with bodily injury and property damage limits of not less than \$2,000,000.00 per occurrence, and contractual liability, advertising, and personal injury limits of \$1,000,000.00 per person or organization;
- c. Worker's compensation coverage with statutory limits; and
- d. Commercial automobile liability coverage, including owned, non-owned, and hired vehicles with coverages of not less than \$1,000,000.00 for bodily injury and property damage for each accident. This insurance must be in the form of an "occurrence" policy.

Such policies to name City as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by the Authorized Parties or their employees, agents, representatives, or consultants in connection with the Scope of Work. Pinnacle shall provide City with certificates of insurance and, upon request, copies of applicable endorsements evidencing the required coverage before any Authorized Party enters the Site. No Authorized Party shall enter the Site while any required insurance coverage is expired, cancelled, suspended, or otherwise unavailable. The insurance requirements of this Agreement shall not be construed to limit Developer's liability or indemnification obligations under this Agreement.

10. **Waiver of Claims; Safety.** Pinnacle acknowledges that it enters onto the Site and performs the Scope of Work at its own risk. Pinnacle, for themselves and their respective officers, directors, shareholders, members, affiliates, agents, employees, and subcontractors, waive any and all Claims against City arising out of, in connection with, resulting from, or incidental to, directly or indirectly, the conditions of the Property or any improvements on the Property. Pinnacle further acknowledges that City shall not be responsible for any loss of or damage to Pinnacle' or any Authorized Party's equipment, materials, vehicles, personal property, or other property located at the Site.

Developer shall be solely responsible for maintaining safe conditions at the Site during all periods of access and shall comply with all applicable federal, state, and local health and safety requirements.

11. **Term.** The term is this Agreement shall commence immediately upon the execution of this Agreement by the Parties and end on December 31, 2026 or the date on which Licensor conveys the Property to Licensee (the "Expiration Date"). Any party to this Agreement may terminate this Agreement by giving 30 days advanced written notice, or all Parties may terminate the Agreement at any time by written agreement.

12. **Notices.** Any notices required to be made under this Agreement shall be made in writing to the address of the appropriate party as set forth below. All such notices shall be deemed to have been duly given and received upon the transmission of an e-mail when sent by e-mail to the other party; three (3) business days after mailing by certified mail return receipt requested; or upon delivery by courier or personal delivery service. Parties may alter or modify their notice address by delivery of written notice pursuant to the terms of this Agreement.

To City: City of Muskegon
Attn: City Manager
933 Terrace Street
Muskegon, MI 49440

With a copy to: Parmenter Law
601 Terrace Street, Suite 200
Muskegon, Michigan 49440
Attention: Brennen Gorman
E-mail: brennen@parmenterlaw.com

To Pinnacle: Pinnacle
1000 Front Street
Grand Rapids, MI 49504
Attention: Brent Bowen
E-mail: bb@askourclients.com

13. General Provisions.

a. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (a) on the same date as the date on which such notice is delivered personally; (b) on the date that is three (3) business days after the date on which such notice is deposited in the United States registered or certified mail, postage prepaid, return receipt requested; or (c) on the date that is one (1) business day after the date on which such notice is sent by overnight courier services (such as Federal Express or any other nationally-recognized courier service) for next business day delivery, and, in each case, sent to the address set forth above, or to such other address as either party may from time to time specify in a written notice to the other in accordance with the terms hereof.

b. **Assignment.** Pinnacle shall not assign this Agreement without City's prior consent, which consent may be withheld or granted in City's sole and absolute discretion.

c. **Successors and Assigns.** Subject to Section 11(c), this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

d. **Amendments.** This Agreement may be amended or modified only by a written instrument duly authorized and executed by the party or parties intended to be bound thereby.

e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the application of choice of law principles.

f. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

g. **Severability.** In the event that any provision of this Agreement is held to be invalid or unenforceable by a Court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the other provisions hereof so that this Agreement is valid and enforceable to the fullest extent permitted by law.

h. **Non-Business Days.** If a Party is required to perform an act or give a notice on a date that is a Saturday, Sunday, or national holiday, the date such performance or notice is due shall be deemed to be the next business day.

CITY:
CITY OF MUSKEGON

PINNACLE

By:

Name: Ken Johnson
Title: Its Mayor
Date: _____

By:

Name: Brent Bowen _____
Title: _VP, Construction_____
Date: _____

By: _____
Name: Ann Meisch
Title: City Clerk
Date: _____



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 25, 2026	Title: Rescheduled Legislative Policy Committee Meeting															
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office															
Brief Summary: Due to scheduling conflicts, the August 26, 2026, Legislative Policy Committee (LPC) meeting needs to be rescheduled.																
Detailed Summary & Background: We're looking to find a date for our third-quarter LPC meeting. In the past, if the meeting was rescheduled, it was pushed back one month. In this case, that would be Wednesday, Sept. 23. However, the meeting date is up to the Commission.																
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: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <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%;">X</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <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%;">X</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Recommended Motion: At the discretion of the commission																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Immediate Division Head</td> <td style="width: 10%;"></td> <td style="width: 30%;"></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			Name the Policy/Ordinance Followed:
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																