

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 11, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk
 - B. Designation of Voting Delegates for the Michigan Municipal League Annual Business Meeting City Clerk
 - C. Legal Services City Manager
 - D. Section – 10-531 (F) (3) Registration of Rental Dwellings Ordinance Amendment Public Safety
 - E. Bike Time – Rescind “Request for a 5-year commitment for Bike Time, 2015-2019” Planning and Economic Development
 - F. Rebel Road – Request for a 5-year commitment for Rebel Road, 2016-2020 Planning and Economic Development
 - G. Sale of Property at 1690 Creston Street Planning and Economic Development
 - H. Sale of Property at 881 Pine Street Planning and Economic Development
 - I. Amendment to the Janitorial Services Contract 2014-2017 Engineering
 - J. Approval of a Neighborhood Enterprise Zone Certificate Planning and Economic Development
- ☐ **PUBLIC HEARINGS:**

☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

▶ **Reminder: Individuals who would like to address the City Commission shall do the following:**

▶ Fill out a request to speak form attached to the agenda or located in the back of the room.

▶ Submit the form to the City Clerk.

▶ Be recognized by the Chair.

▶ Step forward to the microphone.

▶ State name and address.

▶ Limit of 3 minutes to address the Commission.

▶ (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: August 6, 2015

There are a number of items on the agenda that I thought you could use a little background on as you prepare for our meeting.

1. For the Work Session, we would like to talk about adopting the International Property Maintenance Code. You will be receiving an electronic copy of the code, and we'll put hard copies in your box. The IPMC is adopted by most communities in Michigan (much like we adopt the Building Code and the Fire Code). There are a number of reasons why we feel it's a smart move to adopt – Kirk and Jeff will be in attendance to talk about it – but the greatest reasons are continuity with other neighboring jurisdictions, ease of enforcement, and overall efficiency/effectiveness of the code vs. our current ordinance (Chapter 10 in the code of ordinances). If we are on the same page, this item will be added to the agenda on the second meeting of August.
2. For the work session, we will also discuss the proposed 5-year agreement with Parmenter O'Toole.
3. Under the consent agenda, we are asking the Commission to approve:
 - a. Last meeting's minutes.
 - b. Approval of a voting delegation for the MML Conference. We are sending three staff members (Ann, Frank, and Mohammed). We could potentially host some Commissioners if there is interest in attending. I will be serving as the Key Note speaker for Wednesday.
 - c. We are asking for approval of the Legal Services Agreement. The agreement was crafted to allow for a smooth transition from the Prosecutor's office - accordingly, there will be one month of overlap between the two services. Per Commissioner Johnson's request, there is language that would allow the city to terminate the agreement if we were unsatisfied with the performance.
 - d. We are asking for approval of an amendment to the rental ordinance that allows property owners who own 10 or more units to waive the fire-dwelling insurance requirements and replace them with a requirement to deposit \$15,000 in an escrow account with the city to accommodate any demolition costs that could arise as a result of a fire. We are asking to set the minimum level at 10 units in an effort to limit the total number of requests, as we feel that creating too many escrow arrangements could be burdensome on staff.

- e. We are asking the Commission to rescind its earlier motion to commit to a five year road closure plan for Bike Time. The event has moved to Fruitport Township.
- f. We are asking the Commission to commit to a five year road closure plan for Rebel Road – the event that replaced Bike Time in downtown. The agreement is essentially the same as the previous arrangement for Bike Time.
- g. We are seeking approval of the sale of a city owned property at 1690 Creston. The sale will allow the adjacent property owner to expand his business onto this property. There is currently a 911 tower on the site, which will remain with an easement.
- h. We are seeking approval of the sale of a city owned property at 881 Pine Street. The vacant lot will allow Burger King to add a second drive thru in conjunction with a 500,000 building renovation project. If the renovation project is not completed in 24 months, the property will be reverted to the City's ownership.
- i. We are seeking approval of an amendment to the Janitorial Contract for the water filtration plant.
- j. We are seeking approval of a NEZ Certificate for the first custom home being built at the Terrace Point Landing Development. Expect to see more of these, as all of the custom homes will likely be eligible for this designation, which is essentially a tax abatement for up to 12 years.

If there are questions on any agenda items, please try to let staff know in advance, and we will be sure to have the appropriate data/research available at the meeting.

A handwritten signature in black ink, appearing to read 'Frank Peterson', with a stylized flourish at the end.

Frank Peterson
City Manager

Date: August 11, 2015
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the July 28, 2015 City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 28, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, July 28, 2015.

Pastor Matt Sharp opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Vice Mayor Lawrence Spataro, Commissioners Hood, German, Rinsema-Sybenga, Turnquist, and Johnson, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

2015-52 CONSENT AGENDA:

A. Approval of Minutes CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the July 13, 2015 Worksession Meeting and the July 14, 2015 City Commission Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes

C. One Way Front Snow Plow DPW/Equipment

SUMMARY OF REQUEST: Authorize staff to purchase two (2) Henderson One Way Front Snow Plows as per our specification. This authorization is being sought for us to gain the approval to order two units for delivery in mid-January.

FINANCIAL IMPACT: These units have a net price of \$7,350.00 per unit, for a total of \$14,700.00 for this purchase.

BUDGET ACTION REQUIRED: None. Amount is what was budgeted.

STAFF RECOMMENDATION: Authorize staff to order/purchase two (2), One Way Front Snow Plows by Henderson Manufacturing, from Arista Truck Systems of Grand Rapids, Michigan, as a sole source area supplier for these units.

Motion by Commissioner Johnson, second by Commissioner German to accept the Consent Agenda as read.

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

Nays: None

MOTION PASSES

2015-53 ITEMS REMOVED FROM THE CONSENT AGENDA:

B. Police Cruisers DPW/Equipment

SUMMARY OF REQUEST: Authorize staff to proceed with the purchase of 3 Chevy Caprice cruisers from Berger Chevrolet, the Mi-Deal State contract holder. The Equipment Division is seeking permission to purchase 3 new with a total purchase price of \$84,993.

FINANCIAL IMPACT: A total of \$84,993

BUDGET ACTION REQUIRED: None. Amount is what was budgeted

STAFF RECOMMENDATION: Authorize staff to proceed with the purchase of 3 cruisers from Berger Chevrolet, the Mi-Deal State contract holder.

Motion by Commissioner Turnquist, second by Commissioner Rinsema-Sybenga to authorize staff to proceed with the purchase of three cruisers from Berger Chevrolet, the Mi-Deal State contract holder.

ROLL VOTE: Ayes: Spataro, German, Rinsema-Sybenga, Turnquist, Johnson, Gawron, and Hood.

Nays: None

MOTION PASSES

D. Resolution in support of Parking Strategy Planning & Economic Development

SUMMARY OF REQUEST: The Planning Department has recently completed its final draft of the Downtown Parking Strategy and would like to adopt it as part of the City's Master Plan. As part of the adoption process, the plan must be distributed for review to neighboring townships, cities, and regional entities, via resolution of the City Commission. These entities will have 42 days to review the plan, and then a public hearing will be held at the Planning Commission, where they will make a recommendation to the City Commission for final approval.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the resolution.

Motion by Vice Mayor Spataro, second by Commissioner Johnson to approve the Resolution in Support of Parking Strategy.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, and Spataro.

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: The Mayor was presented with a “D-day Certificate”.

2015-54 CLOSED SESSION:

A. City Manager’s Annual Performance Review

Motion by Commissioner Hood, second by Vice Mayor Spataro to go into closed session for the City Manager’s Annual Performance Review at 5:53 p.m.

ROLL VOTE: Ayes: Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, Spataro, and German.

Nays: None

MOTION PASSES

Motion by Vice Mayor Spataro, Second by Commissioner Johnson to come out of closed session.

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 6:53 p.m.

Respectfully submitted,

Ann Marie Meisch, MMC
City Clerk

Date: August 11, 2015
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
**RE: Designation of Voting Delegates for the Michigan
Municipal League Annual Business Meeting**

SUMMARY OF REQUEST: 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 alternate.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.



michigan municipal league

Better Communities. Better Michigan.

July 16, 2015

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, September 16-18, 2015. The League's "Annual Meeting" is scheduled for 12:00 pm on Thursday, September 17 in the West Bay Ballroom Dome at the Park Place Hotel. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).

2. Policy. A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Monica Druksis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **August 17, 2015.**

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> **no later than August 21, 2015.**

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus the deadline this year for the League to receive resolutions is August 17, 2015. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

Further, "Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof."

3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Wednesday, September 16 in the Corner Loft in downtown Traverse City for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Richard Bolen
President
Mayor Pro Tem of Wakefield



Daniel P. Gilmartin
Executive Director & CEO

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: August 5, 2015

RE: Legal Services

SUMMARY OF REQUEST:

The City Commission requested staff to negotiate a five year agreement for Legal Services with Parmenter O'Toole to provide both general legal and prosecution services. Staff is asking the Commission to approve the attached five year agreement.

FINANCIAL IMPACT:

\$300,000 annually

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To the Legal Services Agreement with Parmenter O'Toole and authorize the City Clerk and Mayor to sign.

COMMITTEE RECOMMENDATION:

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made between the CITY OF MUSKEGON, hereinafter called "the City," and PARMENTER O'TOOLE, LLC., hereinafter known as "the Law Firm," JOHN C. SCHRIER and MICHELLE R. LANDIS, the law firm and the said persons being sometimes referred to collectively as "the attorneys."

RECITALS:

1. The City of Muskegon is a home rule city, organized by charter, which provides for the office of City Attorney.
2. The City makes this agreement for the purpose of naming the City Attorney and the Assistant City Attorney, and further to provide for legal services to the City by the said Law Firm and John C. Schrier and Michelle R. Landis.
3. The City Attorney and the Assistant City Attorney are expected to be members of the Law Firm, and the City believes it necessary and advisable to contract with the Law Firm as well as the City Attorney and Assistant City Attorney because of the extent and scope of legal services necessary to be performed.

THE PARTIES THEREFORE AGREE:

1.0 APPOINTMENT OF CITY ATTORNEY, ASSISTANT CITY ATTORNEY AND RETENTION OF LAW FIRM.

1.1 The City appoints John C. Schrier, City Attorney, pursuant to charter, and Michelle R. Landis as Assistant City Attorney. The said attorneys accept the appointments, committing to perform their legal duties to the best of their ability and in accordance with the highest standards of the legal profession, both as to standards of law practice and its ethics and rules of professional conduct.

1.2 John C. Schrier and Michelle R. Landis shall exercise their appointments in connection with their practice as members of the Law Firm, and the City therefore retains the Law Firm for the performance of the legal services described herein. Members of the Law Firm are authorized to appear as Special Assistant City Attorneys.

2.0 COMPENSATION FOR SERVICES.

2.1 Compensation shall be a fixed monthly amount payable to the Law Firm. No additional compensation shall be due to the City Attorney or Assistant City Attorney or any other member of the Law Firm by virtue of their appointments made pursuant to this agreement.

2.2 The schedule of fees for services shall be:

- a) From July 1, 2015 through August 31, 2015 -- \$20,000 per month
- b) From September 1, 2015 through June 30, 2017 -- \$25,000 per month
- c) From July 1, 2017 through June 30, 2018 -- \$25,500 per month
- d) From July 1, 2018 through June 30, 2019 -- \$26,000 per month
- e) From July 1, 2019 through June 30, 2020 -- \$26,500 per month

3.0 **TERM AND TERMINATION.**

3.1 The term of this agreement is five (5) years, beginning July 1, 2015. Renewals may occur only on mutually agreeable terms.

3.2 Either party reserves the right to terminate this agreement on 30 days notice or in the event of a material breach of the terms and conditions hereof by the other. If City becomes dissatisfied with the level of services provided by Parmenter O'Toole, City shall provide written notice of such dissatisfaction and the reason for such dissatisfaction. Parmenter O'Toole shall have 30 days to rectify the situation. If Parmenter O'Toole fails or refuses to rectify the situation, City may terminate the contract.

3.3 Notwithstanding the above provisions, the City Charter concerning the appointment of the City Attorney shall prevail, and nothing herein is intended to abrogate those provisions.

4.0 **DESCRIPTION OF SERVICES.** The Services to be provided by Parmenter O'Toole are those specified in the City's Request for Proposals (Exhibit A) and Parmenter O'Toole's Quote for RFP: Legal Services (Exhibit B).

5.0 **GENERAL CONDITIONS.**

5.1 **COORDINATION.** The City Attorney shall coordinate the services of the Assistant City Attorney and members of the Law Firm on City matters.

5.2 **EXPENSES.** Expenses shall be separately charged and billed monthly.

5.3 **BILLINGS AND COMPENSATION.** Payment of compensation shall generally be made on a monthly basis as provided above. Billings for expenses shall also be rendered monthly. The attorneys shall maintain records of time and services, which shall be available for inspection by the City Manager at reasonable times.

5.4 **INDEPENDENT CONTRACTORS.** The City Attorney, the Assistant City Attorney and the Law Firm are not employees of the City. They are determined to be independent legal counsel and independent contractors.

5.5 **MALPRACTICE INSURANCE.** The attorneys commit to carry legal malpractice insurance through the policy or policies issued to the Law Firm.

5.6 **SUPPLIES.** Generally, the firm shall have its own supplies and office equipment. On occasion supplies will be required for City services and, with the approval of the City Manager and by his authority, the City will furnish same at its expense. By way of example, if City desires that a letter be sent on City stationery, the stationery will be supplied by the City.

5.7 **CONFLICTS OF INTEREST.** The attorneys agree to exercise their best efforts to avoid representation of any person, party or entity in any cause contrary to the interest of the City. The attorneys and firm shall absolutely desist from representing any private person or entity on any matter in which the City is or may become an opposing party.

The parties understand that the attorneys currently represent a number of clients, including businesses, private parties and municipalities. Where a potential conflict of interest because of such representation may occur, the parties shall proceed as follows:

5.7.1 In the event of a potential conflict of interest, the City Attorney shall identify the conflict and inform both parties in writing identifying the potential cause of conflict.

5.7.2 The City shall determine whether the conflict is material, and if it determines that it is not, instruct the City Attorney to continue representation of the City; provided, however, the City Attorney and the Law Firm may determine that the conflict cannot be overcome and advise the City accordingly, taking steps to assist in obtaining alternative representation of the City and of the other party.

5.7.3 In the event the City determines that the conflict is material, the City shall so inform the City Attorney and the City Attorney shall assist the City and the other party in obtaining alternative representation for that matter.

5.7.4 In the event the City authorizes the attorneys to continue representation of the City in the matter, the attorneys shall do so in a manner that avoids disclosure of confidential communications to any member of the Law Firm representing the other party and the City Attorney shall not represent the other party in connection with that matter.

5.7.5 The attorneys especially commit not to represent any party against the City in any matter of litigation.

5.7.6 Notwithstanding the above, the attorneys shall act in accordance with the letter and spirit of the Michigan Rules of Professional Conduct ("MRPC") as adopted by the Michigan Supreme Court as they apply to any matter involving a conflict of interest or potential conflict of interest. In case the MRPC conflict with this agreement, the MRPC shall prevail.

6.0 **COUNTERPARTS.** This agreement may be executed in multiple counterparts. Any copy of this agreement may be relied upon as the original. Amendments to this agreement must be in writing on documents of equal dignity with this agreement.

7.0 **CONTINUITY/BENEFIT.** In the event the Law Firm experiences the addition of personnel or there are changes in membership of the Law Firm, this agreement shall continue in effect unless such change adversely affects the representation of the City. The City Attorney and Assistant City Attorney shall be members of the Law Firm.

IN WITNESS WHEREOF, the parties execute this agreement this ____ day of _____, 2015.

CITY OF MUSKEGON

By _____
Stephen J. Gawron, Mayor

And _____
Ann Marie Meisch, Clerk

PARMENTER O'TOOLE

By 
John C. Schrier
City Attorney

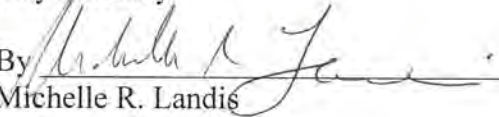
By 
Michelle R. Landis
Assistant City Attorney

EXHIBIT A
REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS

LEGAL SERVICES

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

May 20, 2015

INTRODUCTION TO MUSKEGON

The City of Muskegon is the county seat of Muskegon County. As of 2013, Muskegon has a population of approximately 37,213, with 13,985 households. Located at the intersection of Lake Michigan and Muskegon Lake, the residents and business that call Muskegon home have access to natural resources that are unrivaled in any other urban community in Michigan.

The city operates under the council-manager form of government. The City Manager, who has been with the city since 2013, reports to a seven-member City Commission. Outside of City Commission meetings, the City Attorney will generally communicate with the city manager and the following officials: Finance Director, Treasurer, Director of Public Safety, City Clerk, Planning and Economic Development Director, Director of Public Services, and the Mayor.

HISTORIC LEGAL WORKLOAD

The City of Muskegon offers a full range of services to its residents, businesses, and visitors. Accordingly, the demands on the City Attorney's time would be comparable to other similarly-sized cities. However, because the city is undertaking a number of redevelopment initiatives, there may be additional developmental issues requiring legal services.

Though legal needs could fluctuate from year to year, the City of Muskegon has experienced following average commitment over the past several years:

1. 900 local ordinance prosecutions
2. 1,492 hours of general legal services and 192 hours of paralegal services

GENERAL INSTRUCTIONS

Qualified legal firms are invited to submit proposals to the City of Muskegon for legal services. The City reserves the right to reject any or all proposals and to make any award which it considers to be in the best interest of the City.

To be considered, ten (10) copies of the complete proposal shall be received no later than 10:00 AM on Monday, June 15, 2015. Proposals should be addressed to:

City of Muskegon
Frank Peterson, City Manager
933 Terrace Street
PO Box 536
Muskegon, MI 49443

All proposals should be clearly marked "RFP: LEGAL SERVICES"

Copies become the property of the City of Muskegon and shall not be returned. Any proposal received by the City of Muskegon after the specified time and date will not be considered. Questions concerning this RFP should be directed to Frank Peterson, City Manager at 231-724-6724.

Proposal Format – The following outline shall be followed by all proposals:

1. Name of the firm and firm principals, business address, telephone, fax, and email addresses. The name and title of the principal authorized to sign an agreement shall be identified.
2. Name and qualifications of the principal staff to be assigned to the City of Muskegon. This is the individual attorney that will be available to provide regular legal services to the City. Names and qualifications of all supporting staff should also be provided. Please describe the relationship between the principals assigned to the City and support staff as it relates to providing legal services to the City.
3. Experience and Qualifications: Past experience and qualifications of the firm should be described. Experience should include but not be limited to:
 - a. Drafting and revising ordinances
 - b. Election Law
 - c. Freedom of Information Act
 - d. General Counsel
 - e. Historic District Law
 - f. Interpretation of regulations and statutes
 - g. Legal Agreements
 - h. Intergovernmental Agreements
 - i. Matters before the Michigan Tax Tribunal
 - j. Planning and Zoning Issues
 - k. Purchase and Sale of Real and Personal Property
 - l. Open Meetings Act
 - m. Prosecution
 - n. Labor Relations
4. References: Please provide the names and addresses of three governmental clients.
5. Provide any other information you feel is necessary to fully describe the services and qualifications of the firm. Please make this section of the proposal as brief as possible.

COST PROPOSAL

The City's legal needs will be divided into two service categories: GENERAL LEGAL SERVICES and PROSECUTION SERVICES. Firms are invited to provide proposals for one or both of the service categories.

Service Category 1: General Legal Services

Please provide a cost proposal, which sets forth a fixed monthly fee for retainer services for GENERAL LEGAL SERVICES. Also identify an hourly rate for additional services specifically excluded by the monthly retainer and more specifically set forth in #10 below. The monthly retainer shall include the following in your proposal:

1. Prepare for work sessions, regular meetings, and special meetings of the City Commission, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Brownfield Redevelopment Authority, and Historic District Commission. Meetings requiring legal representation are estimated at thirty (30) per year.
2. Prepare for attendance at the above meetings, including any required meetings with staff, and review all agendas, packets, and meeting notices.
3. Consult with the City Manager or staff members regarding agenda wording and preparation.
4. Follow up on all such meetings, including transmitting information to City Staff as may be requested.
5. Prepare legal opinions on issues as they arise in the day-to-day business of the City as requested.
6. Prepare codes, ordinances, amendments, resolutions, agreements, and other documents and reports as requested by the City Commission, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Brownfield Redevelopment Authority, Historic District Commission, and city staff.
7. Be available by telephone or in person to act as legal advisor to the City Commission, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Brownfield Redevelopment Authority, and Historic District Commission, and city staff when necessary and appropriate.
8. Labor-related issues, including contract development/negotiation, contract disputes/grievances, contract interpretation, and arbitrations.
9. Litigation and hearings before administrative boards and tribunals
10. The following shall be the only legal services which will be excluded from the General Legal Services monthly retainer agreement and subject to the hourly rate:
 - a. Legal representation necessary for the preparation and/or sale of Municipal Bonds or related city borrowing.
 - b. Prosecution of Codes and Ordinances.
 - c. Cable Television Franchise related representation.

For the above-referenced items excluded from the monthly retainer, please provide hourly rates of members of the firm who will be requested to represent the City when necessary. Any other projected fees and costs should be noted.

Service Category 2: Prosecution Services

Please provide a cost proposal, which sets forth a fixed monthly fee for retainer services for each PROSECUTION SERVICES. Also identify an hourly rate for additional services not included in the monthly retainer. The monthly retainer shall include the following in your proposal:

1. Prosecute all local ordinance violations, including all civil infractions and City misdemeanor cases from all city departments.
2. Prosecute all traffic misdemeanors.

INTERVIEWS

A small number of firms will be invited to make brief presentations to the City Commission and answer questions. The Principal assigned to provide the majority of the services to the City of Muskegon shall be the person leading the firm's presentation.

REVIEW AND SELECTION PROCESS

The City of Muskegon will select the firm, which it believes represents the best interests of the City. Selection will be based on a number of factors, including qualifications, experience, familiarity with City issues, compatibility with elected and appointed officials, and cost. Upon selection, the firm shall negotiate an Agreement with the City Manager, which will require formal approval of the City Commission. The initial agreement shall be for five (5) years.

The City of Muskegon will not be responsible for any cost associated with the preparation of a response to this request for proposals and interviews.

Thank you for your consideration and interest.

EXHIBIT B

PARMENTER O'TOOLE'S QUOTE FOR RFP: LEGAL SERVICES

Parmenter O'Toole

Quote
For
RFP: Legal Services

to

City of Muskegon

Submitted by:
Parmenter O'Toole
601 Terrace Street
Muskegon, Michigan 49440

Submitted to:
City of Muskegon
Frank Peterson, City Manager
933 Terrace Street
PO Box 536
Muskegon, MI 49443

Contact Person:
John C. Schrier
(231) 722-5401
jcs@parmenterlaw.com
Date: June 10, 2015

PROPOSAL

1. Name of Firm and Firm Principals

Parmenter O'Toole has one location – 601 Terrace Street, Suite 200, Muskegon, Michigan. We are and have since inception in the 1940's been located in Downtown Muskegon. Parmenter O'Toole is a limited liability company (LLC). Its members, with telephone numbers and e-mail addresses, are:

Michael Rolf	(231) 722-5416	mlr@parmenterlaw.com
George Johnson	(231) 722-5408	gwj@parmenterlaw.com
John Schrier	(231) 722-5401	ics@parmenterlaw.com
Chris Kelly	(231) 722-5414	clk@parmenterlaw.com
William Meier	(231) 722-5409	wjm@parmenterlaw.com
Anna Duggins	(231) 722-5415	aud@parmenterlaw.com
Nancy Hornacek	(231) 722-5406	nah@parmenterlaw.com

Normally, the legal services contract with the City has been signed by the designated City Attorney and designated Assistant City Attorney, which would be John Schrier and Michelle Landis.

2. Name and Qualifications of Proposed Staff

The seven members and five associates at Parmenter O'Toole are available to provide services to the City of Muskegon. Having the expertise in a variety of practice areas has allowed the City of Muskegon to benefit from having an expert assist the City without having to pay a higher hourly rate.

John Schrier would be the lead attorney and Michelle Landis would be the primary assistant.

John Schrier has over 30 years of experience dealing with public sector issues. John's educational background is Hope College (B.A., 1978), Wayne State University (Masters in Public Administration, 1980), and University of Detroit Law School (J.D., 1984). Prior to Parmenter O'Toole, John dealt with public sector issues at Citizens Research Council of Michigan and then public sector retirement issues at the Michigan House of Representatives. John has been a city attorney for more than twenty years (Montague – 1993, North Muskegon – 1995, Muskegon – 2002, Village of Shelby – 2006, and Roosevelt Park - 2012). In addition, John has advised clients or been the chief negotiator for more than 100 collective bargaining agreements and handled numerous arbitrations, both discipline and discharge cases, as well as Act 312 Arbitrations. John Schrier serves on the Board of Directors of the Michigan Association of Municipal Attorneys and the Board of Directors of the Michigan Municipal League Legal Defense Fund. John Schrier has also been designated "Super Lawyer/Michigan" in the area of Government/Cities/Municipalities.

Michelle Landis has been with Parmenter O'Toole since 2007 working almost exclusively on municipal and employment issues with the firm's clients. Michelle's education background is University of Illinois

at Champaign/Urbana (B.A., 1990), Indiana University (Masters in Literature and Linguistics, 1995), Arizona State University, (J.D., 1999). Michelle has handled arbitrations for the firm's public sector clients, including grievance arbitration (discipline and discharge) and Act 312 Arbitrations. Prior to joining Parmenter O'Toole, Michelle began practicing law in 1999, in Phoenix, Arizona, where she specialized in employment and labor law matters. Michelle conducted numerous arbitrations in a state-wide public sector class action lawsuit and represented management of both local and national companies in various employment litigation matters. Her practice while in Arizona included handling matters in both Arizona federal and state courts, as well as other administrative court venues, including trial work in the Chicago area. Michelle Landis is a member of the Michigan Association of Municipal Attorneys.

While all of the attorneys are available to the City and, in fact, have done work for the City, the attorneys most likely to provide legal services are:

Chris Kelly:	University of Michigan (B.A., 1982); California Western School of Law, (J.D., 1985)
William Meier:	Tufts University (B.A., 1987); Boston University (M.B.A., 1991); John Marshall Law School (J.D., 1994)
Brian Leibrandt:	Michigan State University (B.A., 2007); Michigan State University College of Law (J.D., 2010)
Matthew Mills:	Western Michigan University (B.A., 2012); University of Mississippi (J.D., 2015)

In addition to attorneys, paralegals who have performed and would perform work for the City primarily include Lisa Spyke (general litigation, tax appeals, and bankruptcy), Kina Billips (general litigation and prosecution), and Janet Sabourin (real estate).

The work performed by attorneys and staff is under the direction of John Schrier. The level of supervision is dependent upon the expertise of the attorney and staff and the nature of the project. For instance, William Meier, an experienced real estate attorney with over 20 years of experience has performed real estate transactions for the City, with minimal or no oversight. Less experienced attorneys and staff would have far greater supervision by John Schrier or Michelle Landis.

3. Experience and Qualifications

For over 60 years, Parmenter O'Toole has been a legal cornerstone in West Michigan. We know that some of the brightest and most experienced attorneys in Michigan practice law with us. Each of our Michigan licensed attorneys knows that our broad range of practice areas and our industry expertise set us apart from other firms. At Parmenter O'Toole we take a personal, professional and practical approach that defines our client relationships as true partnerships.

Parmenter O'Toole was formed by the merger of two firms whose roots in Muskegon County date back to the 1940s. The firm of Parmenter, Forsythe, Rude, Van Epps, Briggs & Fauri was founded in 1949 when George A. Parmenter and Robert L. Forsythe began practicing under the name of Parmenter & Forsythe. The firm concentrated in real estate, probate, and general business law. The firm of O'Toole, Johnson, Potter, Rolf & Eklund was originally formed in 1948 when Harold M. Street and Paul T. Sorenson became associated under the name of Street & Sorenson. Over the years, the firm concentrated in the areas of business, estate planning, real estate and municipal law.

In 1992, the shareholders of both firms determined that a merger of the two would enable them to provide a greater array of specialized legal services to their clients. The result was Parmenter O'Toole, a law firm that provides quality legal representation and advice to businesses, municipalities, and individuals throughout West Michigan and beyond.

Parmenter O'Toole and its attorneys have performed work for over 30 years for our municipal clients and, especially, the City of Muskegon. More specifically, we advise as to the following:

- a. Drafting and revising ordinances -- Cities of Muskegon, Montague, North Muskegon and Roosevelt Park, Village of Shelby and Otto Township;
- b. Election Law -- Cities of Muskegon, Montague, North Muskegon and Roosevelt Park and Muskegon Central Dispatch;
- c. Freedom of Information Act -- Cities of Muskegon, Montague, North Muskegon and Roosevelt Park, Village of Shelby, Otto Township and Muskegon Central Dispatch;
- d. General Counsel -- Cities of Muskegon, Montague, North Muskegon and Roosevelt Park, Village of Shelby, Otto Township, and Muskegon Central Dispatch;
- e. Historic District Law -- City of Muskegon;
- f. Interpretation of regulations and statutes -- Cities of Muskegon, Montague, North Muskegon and Roosevelt Park, Village of Shelby, Otto Township, Muskegon Central Dispatch and multiple private sector clients;
- g. Legal Agreements -- Cities of Muskegon, Montague, North Muskegon and Roosevelt Park, Village of Shelby, Otto Township, Muskegon Central Dispatch, and multiple private sector clients;
- h. Intergovernmental Agreements -- Cities of Muskegon, Montague, North Muskegon and Roosevelt Park and Muskegon Central Dispatch;
- i. Matters before the Michigan Tax Tribunal -- Cities of Muskegon, Montague, North Muskegon and Roosevelt Park and limited private sector clients;
- j. Planning and Zoning Issues -- Cities of Muskegon, Montague, North Muskegon and Roosevelt Park, Village of Shelby, Otto Township, and multiple private sector clients;
- k. Purchase and Sale of Real and Personal Property -- Cities of Muskegon, Montague, North Muskegon and Roosevelt Park, Village of Shelby, and multiple private sector clients;
- l. Open Meetings Act -- Cities of Muskegon, Montague, North Muskegon and Roosevelt Park, Village of Shelby, Otto Township, and Muskegon Central Dispatch;
- m. Prosecution -- All local ordinance violations for the Cities of Montague, North Muskegon and Roosevelt Park, Village of Shelby, and Otto Township. We provided prosecution services for the Muskegon Police Department to the City of Muskegon for over 50 years and recently stopped performing such services. We provide prosecution services for the City of Muskegon, excluding the Muskegon Police Department, i.e., SafeBuilt, inspections, zoning violations;
- n. Labor Relations -- Cities of Muskegon, Montague, North Muskegon and Roosevelt Park, Village of Shelby, and multiple private sector clients.

The law firm currently employs in excess of 30 individuals, many of whom have worked here for decades. For many of us, it has been our only job since graduating from college and law school. The firm has always been on solid financial ground. The law firm carries commercial general liability, professional liability worker's compensation and automobile insurance coverage.

Martindale-Hubbell Peer Review Ratings

Parmenter O'Toole is an AV rated law firm by Martindale-Hubbell. Martindale-Hubbell Peer Review Ratings reflect a combination of achieving a Very High General Ethical Standards rating and a Legal Ability numerical rating.

Our firm represents a variety of individuals, businesses and municipalities. As demonstrated by the firm's and attorneys AV ranking, our firm has an outstanding reputation with both our peers and clients.

Representative Client Contact Information

Contact information for representative clients of various size and issues are as follows:

Client	Contact Person	Phone
City of Montague 8778 Ferry Street Montague, MI 49437	John French	231.893.1155
City of North Muskegon 1502 Ruddiman Drive North Muskegon, MI 49445	Sam Janson	231.744.1621
City of Roosevelt Park 900 Oak Ridge Road Muskegon, MI 49441	Anthony Chandler	231.755.3721

Our firm has performed general legal services for municipal entities including real estate, contracts, employment law, public finance issues, litigation, open meetings act, freedom of information act, and construction matters.

Location and Accessibility

We have one location. We are located in Downtown Muskegon. We can assure proper attention will be given to the needs of Muskegon by making sure we are accessible at all times. We will give you direct dial phone numbers and personal email addresses for all of our attorneys and staff.

In addition we have committed to have either John Schrier or Michelle Landis in City Hall every Tuesday. If our presence is of benefit to the City, we would continue that practice.

COST PROPOSAL

Our firm is well prepared to provide the City of Muskegon General Legal Services and Prosecution Services. We believe that having a single firm provide both General Legal Services and Prosecution Services will provide greater legal representation and legal services to the City.

As such, Parmenter O'Toole is prepared to provide the following options:

- 1) **General Legal Services only**. Parmenter O'Toole is prepared and able to provide the full range of services as outlined in the Request for Proposals. We currently provide those services for public sector clients. Parmenter O'Toole would provide the General Legal Services only as follows:

DATES	FIXED MONTHLY FEE
7/1/15 to 6/30/16	\$20,000
7/1/16 to 6/30/17	\$20,000
7/1/17 to 6/30/18	\$20,500
7/1/18 to 6/30/19	\$21,000
7/1/19 to 6/30/20	\$21,500

As to legal services excluded from the Fixed Monthly Fee, Parmenter O'Toole would charge \$145 per hour, regardless of the attorney involved, from July 1, 2015 through June 30, 2017 and \$150 for July 1, 2017 through June 30, 2020 and paralegals at one half the hourly rate of attorneys. We would not expect there to be much, if any, work outside of the Fixed Monthly Fee because:

- a. Bond Counsel – City retains bond counsel to prepare and sell municipal bonds and related borrowing. We recommend and the City has retained Miller Canfield Paddock and Stone as bond counsel;
 - b. Prosecution of Codes and Ordinances – The Fixed Monthly Fee for Prosecutions is for the prosecution of “all local ordinance violations”; and
 - c. Parmenter O'Toole has not and would not act as counsel relating to Cable Television Franchises. The City has used and we continue to recommend use of Varnum, LLC for such advice.
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- 2) **General Legal Services and Prosecution Services**. Parmenter O'Toole is prepared and able to provide the full range of services as outlined in the Request for Proposals for both General Legal Services and Prosecution Services. We currently provide those services for other public sector clients. With the exception of the last couple of years, we have prosecuted all local ordinances for the City of Muskegon since the 1950's. We continue to prosecute local ordinance violations relating to inspections and zoning. Parmenter O'Toole would provide the General Legal Services and Prosecution Services as follows:

DATES	FIXED MONTHLY FEE
7/1/15 to 6/30/16	\$25,000
7/1/16 to 6/30/17	\$25,000
7/1/17 to 6/30/18	\$25,500
7/1/18 to 6/30/19	\$26,000
7/1/19 to 6/30/20	\$26,500

Please see above as to General Legal Services excluded from the Fixed Monthly Fee.

Contact Information

Our contact information is as follows:

Name	Direct Dial Phone	Email Address
John Schrier	231.722.5401	jcs@parmenterlaw.com
Michelle Landis	231.722.5403	mrl@parmenterlaw.com

Date: August 5th, 2015

To: Honorable Mayor and City Commissioners

From: Director of Public Safety Jeffrey Lewis

**RE: Section - 10-351 (F) (3) Registration of Rental
Dwellings Ordinance Amendment**

SUMMARY OF REQUEST:

The Director of Public Safety requests that the City Commission review and authorize the proposed amendment to Chapter 10 Buildings, Article VI, Division 2, subdivision III "Rental Property", of the City of Muskegon

This ordinance amendment focuses on sub-section (F) (3) which would allow an "***Alternative Escrow Option***"; in lieu of dwelling fire insurance. The sub-section and associated bullet points (1-7) explain the escrow option for landlords who cannot obtain insurance or opt not to acquire dwelling insurance to repair or demolish a property after a catastrophic fire event.

FINANCIAL IMPACT:

Relieve the City of Muskegon from bearing the expense to demolish uninsured rental properties that are damaged during a working fire.

BUDGET ACTION REQUIRED:

N/A

STAFF RECOMMENDATION:

Staff recommends approving this ordinance amendment as written.

**City of Muskegon
Muskegon County, Michigan
Ordinance Amendment No. _____**

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 10 “Buildings and Building Regulations,” Article VI “Property Maintenance Code,” Division 2, Subdivision III. “Rental Property” of the Code of Ordinances of the City of Muskegon is amended as follows:

Subdivision III. Rental Property

Sec. 10-351. Registration of rental dwellings.

- (a) *Required.* All rental dwellings shall be registered with the city. If the owner does not reside within 30 miles of the city, he shall designate a responsible local agent who shall be responsible for operating such dwelling in compliance with the law, including this article. All official notices may be served on the responsible agent, and any notice so served shall be deemed to have been served upon the owner of record. Each owner or responsible local agent shall maintain a current list of the number of occupants of each rental dwelling for which he is responsible. A rental unit certificate of compliance shall not be issued if the registration provisions of this article are not complied with.
- (b) *Deadline for registration; failure to comply.* All rental dwellings existing as of the effective date of the ordinance from which this article is derived shall be registered no later than six months after the effective date of this article. The city shall order registration prior to that date for any dwelling cited in a notice required by this article. Failure to comply with such an order is a violation of this article.
- (c) *Registry of new rental dwellings.* The owner of a new rental dwelling or of any dwelling newly converted to a rental dwelling shall register the rental dwelling prior to allowing occupancy of any new rental units.
- (d) *Change in register information.* The owner of rental dwellings already registered with the city or his responsible local agent shall register within 60 days after any change occurs in register information. A new owner of a registered dwelling shall register the dwelling within 60 days of assuming ownership.
- (e) *Application; contents.* Application for registration shall be made in such form and in accordance with such instructions as may be provided by the administrator and shall include:
 - (1) The address of the rental dwelling.
 - (2) The number of dwelling units, the number of rooming units and the number of hotel units in the dwelling.

- (3) The name, residence address, business address, business phone number and personal phone number of the owner.
 - (4) The name, residence address, business address, business phone number and personal phone number of the manager and responsible local agent designated by the owner.
 - (5) The address where the owner or responsible local agent will accept notices or orders from the city.
 - (6) The driver's license or state identification number of the owner or responsible local agent and the state in which the license or ID was issued.
- (f) *Dwelling fire insurance.* In order to protect the health, safety and welfare of the residents of the city, it is hereby declared that the city shall require dwelling fire insurance for all property owners who let for occupancy premises in the city in the amount and for the purposes provided below.
- (1) *Minimum coverage; use of insurance proceeds.* All property owners owning property in the city shall be required to obtain a minimum of \$10,000 in dwelling fire insurance. Further, in the event of any fire or loss covered by such insurance, it shall be the obligation of the property owner to use such insurance proceeds to cause the restoration or demolition or other repair of the property in adherence to the city code and all applicable ordinances.
 - (2) *Property owners to provide city with insurance information.* All property owners shall be required to place their insurance company name, policy number and policy expiration date on their rental unit registration form, or in the alternative, to provide the city with a copy of their actual dwelling fire insurance policy. A registration certificate shall not be issued to any person unless the aforementioned information has been provided. Violation of this section shall result in suspension of a registration certificate. The city shall be informed of any change in policies for a particular rental unit or cancellation of a policy for said property within 10 days of said change or cancellation.
 - (3) *Alternative Escrow Option.* In lieu of obtaining dwelling fire insurance as outlined in this section, landlords who own ten (10) or more single family dwelling units may put into escrow with the City funds sufficient to cover the cost of potential future fire demolition, as follows:
 - i. For a landlord who owns 10-20 rental homes in the City, a minimum escrow amount of \$15,000 is required.
 - ii. For a landlord who owns 21 or more rental homes in the City, a minimum escrow amount of \$20,000 is required.

- iii. The funds in escrow can be withdrawn for the sole purpose of demolition or restoration of a home that has been damaged by fire.
- iv. If, after a fire, the home is declared a dangerous building, and the landlord fails to repair or demolish the home as required, the City may use the escrow funds to perform the demolition, pursuant to the process as outlined in Chapter 10, Article III “Dangerous Buildings” of the City Code. In addition to the cost of demolition, the City shall deduct from the escrow funds all fees and fines associated with the dangerous building proceedings.
- v. Landlord must replenish the full escrow amount within 10 business days after withdrawal by the landlord or the City.
- vi. The City shall retain any interest accrued/earned on the funds in escrow to compensate for its administrative costs.
- vii. The City shall return the escrow funds upon sale of all rental properties or proof of dwelling fire insurance on all properties, as required pursuant to Section (f)(2) above.

- (g) *Inaccurate or incomplete register information.* It shall be a violation of this article for an owner or a responsible local agent to provide inaccurate information for the register of rental dwellings or to fail to provide information required by the city under subsection (e) of this section. In those cases in which the owner or responsible local agent is not a natural person, the information required for the register shall be provided for the organization owning the rental dwelling and for the president, general manager or other chief executive officer of the organization. Where more than one natural person has an ownership interest, the required information shall be provided for each owner.
- (h) *Exemption from registration requirement.* Dwellings that are not owner-occupied, but are occupied by a grandparent, parent, child or current spouse of the owner are exempt from the rental registration requirements outlined in this section. This exemption is limited to single family residential dwellings. It is the responsibility of the owner asking to be exempted from the rental dwelling registration requirement to provide satisfactory proof to the city of the existence of the familial relationship between owner and resident of the dwelling.

(Code 1975, § 4-82; Or. No. 2304, 2-28-12)

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the _____ day of _____, 2015, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2015

Ann Meisch, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2015, the City Commission of the City of Muskegon adopted an amendment to Chapter 10 "Buildings and Building Regulations," Article VI "Property Maintenance Code," Division 2, Subdivision III. "Rental Property," Section 10-351 of the Code of Ordinances of the City of Muskegon, whereby the following changes were made:

Section (f)(3) was added to provide an alternative of placing funds in an escrow account with the City to be used to demolish the home in the event of fire, in lieu of the requirement to obtain dwelling fire insurance, for those landlords who own ten or more single family rental homes in the City.

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

This ordinance amendment is effective ten (10) days from the date of this publication.

CITY OF MUSKEGON

Published: _____, 2015 By: _____
Ann Meisch, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

CITY COMMISSION MEETING DATE
August 11, 2015

Date: July 27, 2015
To: Honorable Mayor and City Commissioners
From: Cathy Brubaker-Clarke, Planning and Economic Development
RE: Bike Time – Rescind “Request for a 5-year commitment for Bike Time, 2015-2019”

SUMMARY OF REQUEST: To terminate and rescind the “Request for a 5-year commitment for Bike Time, 2015-2019” granted by the City Commission on October 14, 2014.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: It is recommended that the October 14, 2014 City Commission’s motion granting a 5-year commitment for Bike Time, 2015-2019 be rescinded.

Commissioners,

Prior to October 14, 2014, Muskegon Bike Time submitted a request for a five year commitment from the City to host Bike Time downtown, with no major changes from prior years. In December of 2014, Bike Time announced a planned expansion to Fruitport. City staff was informed that downtown would remain as it had in the past, and that only the events that normally took place at Hot Rod Harley would actually be moved to Fruitport. In January of 2015, City staff received a letter from Bike Time outlining their plan for the event – with vendors, etc. being downtown. In February of 2015, City staff was informed that Bike Time was unsure as to whether it would want the streets closed or vendors located in the downtown. In March of 2015, Bike Time submitted an event application that called for road closures along Western Avenue to create Steel Horse Alley, with no provision for other entertainment, food, restrooms, on-site management, etc. The application was approved. On April 15, 2015, Bike Time notified staff that they would not be present in downtown Muskegon.

CITY COMMISSION MEETING DATE

August 11, 2015

Date: August 5, 2015

To: Honorable Mayor and City Commissioners

From: Cathy Brubaker-Clarke, Director of Community & Economic Development

Re: Rebel Road – Request for a 5-year commitment for Rebel Road, 2016 - 2020

SUMMARY OF REQUEST: Rebel Road has requested a five-year commitment from the City to host Rebel Road downtown. There are no major changes from the way Rebel Road was run in 2015, and the streets affected are the same as past years (see page 2 and attached map). This year, 2015, was the first year that Rebel Road replaced Bike Time and was organized by the Child Abuse Council in coordination with a number of downtown business owners. They are asking for the 5-year agreement to make planning the event easier. Knowing their plans well in advance should also help City staff with their planning.

Items requiring City Commission approval are the same as in previous years: that the City waive DPW equipment rental costs, that Rebel Road be able to use their own labor pool when possible rather than using City staff, and some deviation from street closure times listed in the City's special event policy.

FINANCIAL IMPACT: Request for the waiver of equipment rental fees.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: It is recommended that staff be allowed to make the final decision regarding actual street closures, rental fees and costs to be coordinated through the City Manager. In addition, staff recommends that if Rebel Road picks up items such as picnic tables, bleachers, and trash cans for distribution at the proper locations, there will be no equipment rental charge to Rebel Road. This must first be approved by and coordinated through City staff. It is also recommended that City staff review staffing levels for City personnel with the Rebel Road staff, with the City making the final decision on the number of City staff needed for the event.

Regarding street closures, staff recommends approval with the condition that Rebel Road notify affected downtown businesses of the dates and times of street closures and the date and time that No Parking restrictions go into effect on those streets.

COMMITTEE RECOMMENDATION: N/A

Requests requiring Commission approval

► **Equipment rental fees and labor costs –**

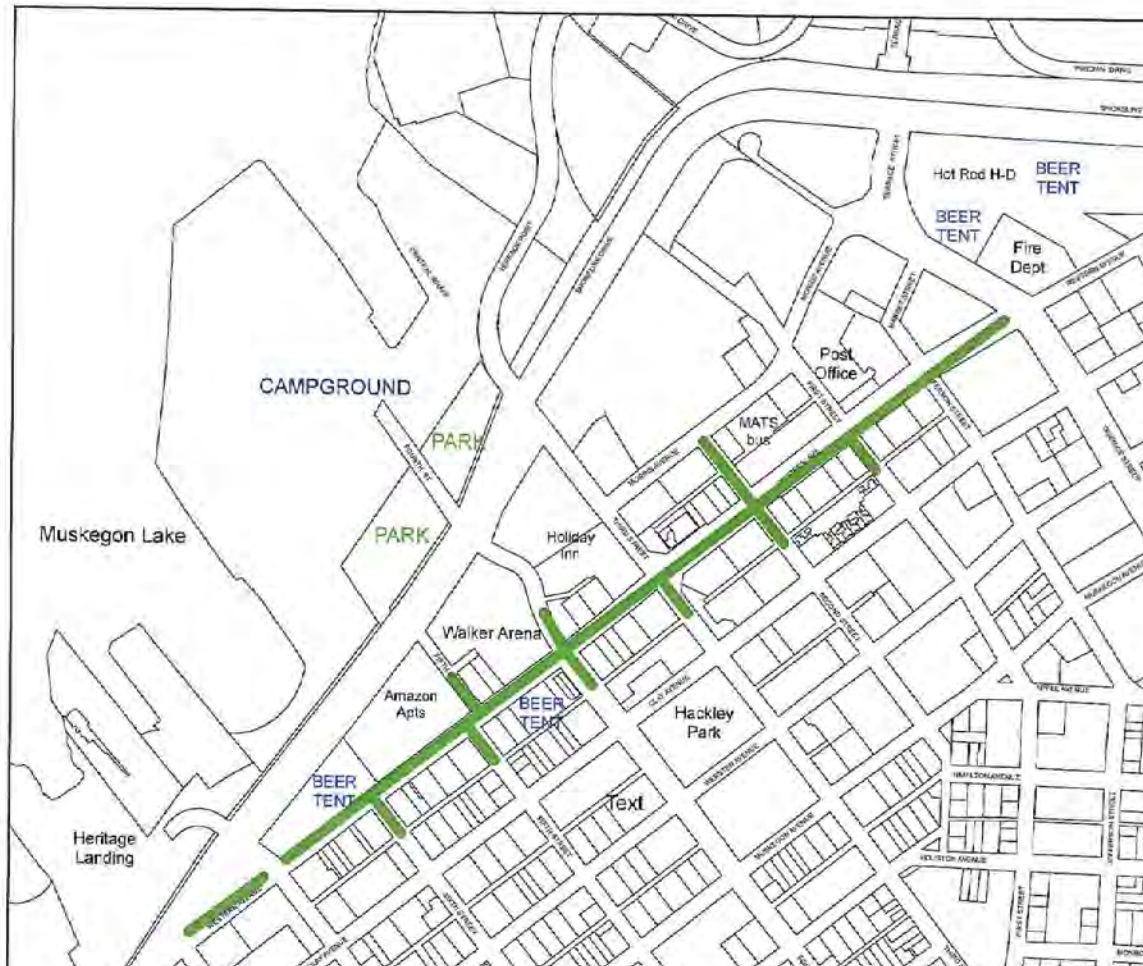
Rebel Road has requested the waiver of some City equipment rental fees. They have also requested to use their own labor pool rather than City employees whenever possible. (see staff recommendation on page 1)

► **Street closures –** The Special Event Policy allows street closures to begin at 6:00 p.m. the day before the event. Rebel Road requests the following deviations from that policy, since some of their tents are very large and take additional time to set up, and due to the large number of tents/booths/equipment they have:

- Rebel Road requests to close Fifth St. from Western Ave. to the alley between Western & Clay (approx. ½ block) on Wednesday morning of the event week, in order to place a large tent in the parking lot at 4th & Western (the lot entrance is off 5th St.)
- Rebel Road requests permission to close Western Avenue and the side streets at midnight on Wednesday night of the event week, so set-up can begin first thing Thursday morning. In order to minimize disruption to downtown businesses, Bike Time will keep Western Avenue open on Thursday for limited business traffic, as in previous years. They will also leave the alley open off the side streets south of Western Avenue.

Streets to be reserved for the event (with staff approval) -

- Western Avenue from 8th Street to Terrace Street with the condition that the intersection of 7th Street & Western Avenue remain open.
- Side streets -- 6th, 5th, 4th, 3rd, 2nd, and 1st Streets from Western Avenue south to the alley running between Western Ave and Clay Avenue. The alley must remain open and unimpeded for emergency vehicles.
- Fifth Street from Western Avenue north to the rear entrance to the Walker Arena Annex, with the condition that the parking lots for the Amazon and the Annex remain accessible.
- Fourth Street from Western Avenue north to the entrance to Racquets rear parking lot. The entrance to Racquets rear lot must remain accessible at all times.
- Second Street from Western Avenue north to Morris Street was also requested. However, the use of this portion of 2nd Street will need to be reviewed annually, with approval contingent on accessibility to the MATS Bus/Transit Terminal located on Morris at 2nd St. The terminal will be undergoing extensive renovations soon, and safety and accessibility for the public and the buses must be taken into consideration.



Commission Meeting Date: August 11, 2015

Date: August 5, 2015
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Sale of the property at 1690 Creston St

SUMMARY OF REQUEST:

Staff is seeking approval to sell the buildable, industrial zoned lot at 1690 Creston St to the adjacent business, Production Fabricators, Inc at 1608 Creston St, which is located in Muskegon Township. They are seeking to expand their business onto this lot with a building addition. A dispatch tower is located on the site and the city will retain a maintenance easement after the sale. The lot measures 2.45 acres, but much of it is undevelopable because of the tower. The applicant has offered \$30,000 for the lot.

FINANCIAL IMPACT:

Staff recommends a sale price of \$30,000.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval and signature of the attached purchase agreement, easement agreement and resolution.

COMMITTEE RECOMMENDATION:

None

1690 Creston St (Red) / 1608 Creston St (Blue)



Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT AT 1690 CRESTON ST FOR \$30,000.

WHEREAS, Production Fabricators, Inc will be allowed to purchase the parcel designated as number 24-128-400-0019-00, located at 1690 Creston St for \$30,000; and

WHEREAS, Production Fabricators will construct a building addition on the property within 24 months of closing; and

WHEREAS, the sale would generate additional tax revenue for the City and relieve the City of further maintenance costs; and

NOW THEREFORE BE IT RESOLVED, that parcel number 24-128-400-0019-00, located at 1690 Creston St be sold to Production Fabricators, Inc for \$30,000.

CITY OF MUSKEGON SEC 28 T10N R16W S 250 FT OF N 610 FT OF W 495 FT SE 1/4 SE 1/4 LYING S OF S LN FOREST AVE EXTD ELY SBJT TO EASEMENT L3816 P825

Adopted this 11th day of August, 2015

Ayes:

Nays:

Absent

By: _____
Stephen J. Gawron
Mayor

Attest: _____
Ann Meisch, MMC
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on August 11, 2015.

By: _____
Ann Meisch, MMC
City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made _____, 2015 ("Effective Date"), by and between the **City of Muskegon**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **Production Fabricators, Inc.**, of 1608 Creston Street, Muskegon Township, MI 49422 ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, the real estate, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

CITY OF MUSKEGON SEC 28 T10N R16W S 250 FT OF N 610 FT OF W 495 FT SE 1/4 SE
1/4 LYING S OF S LN FOREST AVE EXT D ELY SBJT TO EASEMENT L3816 P825

2. **Reservation of Easement.** Seller reserves the easement described in the Easement Agreement and attached hereto as "Attachment A," which shall be duly recorded. The City reserves the right to access said easement at any time for any purpose in connection with the existing antenna or need for additional antennas or other equipment within the existing easement area, or other purposes as outlined in the Easement Agreement.

3. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Thirty Thousand and no/100 Dollars (\$30,000), payable in cash at the closing. The parties acknowledge that Buyer has already given a \$500 earnest money deposit to the Seller ("Deposit"). The Deposit shall be applied to the purchase price at closing. If the Closing, as defined in paragraph 9, does not occur as scheduled due to default by the Buyer, the Deposit shall be forfeited to the Seller and will not be refunded.

4. **Taxes and Assessments.** All taxes and assessments that are due and payable at the time of Closing shall be paid by Seller prior to or at Closing. All taxes and special assessments that become due and payable after Closing shall be the responsibility of Buyer.

5. **Title Insurance.** Seller agrees to deliver to Buyer, on or before the closing date, a commitment for title insurance, issued by Land America Transnation Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, Seller shall have forty-five (45) days from the date Seller is notified in writing of such unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If Buyer closes on the Premises, any

objections to the title are deemed waived. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Seller.

6. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the premises an addition to the existing building at 1608 Creston Street, within twenty-four (24) months of the closing of this transaction. The addition shall be approximately 10,000 square feet in size and built in accordance with the site plan attached hereto as "Attachment B." Construction shall be substantially completed within twenty-four (24) months and, in the event said substantial completion has not occurred, in the sole judgment of the City, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer, and free of all liens. The covenants in this paragraph shall survive the closing and run with the land.

7. **Survey.** Buyer at its own expense may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to Closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to any representations that may have been made by Seller 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, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or tendering Buyer's deposit in full termination of this Purchase Agreement, and paying the cost of such survey. Buyer may elect to purchase the Premises subject to said encroachment or variation.

8. **Condition of Premises and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT HE HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER. SELLER KNOWS OF NO HAZARDOUS SUBSTANCES OR CONTAMINATION, AND BUYER WAIVES ANY CLAIM AGAINST SELLER IN THE EVENT SUCH SUBSTANCES ARE FOUND.

9. **Closing.** The closing date of this sale shall be on or before 90 days after the Effective Date ("Closing"). The Closing shall be conducted at Land America Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the

parties shall execute an IRS closing report at the Closing. The closing costs shall be shared equally by the Parties.

10. **Delivery of Deed.** Seller shall execute and deliver a quitclaim deed to Buyer at Closing for the Premises.

11. **Affidavit of Title.** At the Closing, Seller shall deliver to Buyer an executed Affidavit of Title.

12. **Date of Possession.** Possession of Premises is to be delivered to Buyer by Seller on the date of Closing.

13. **Costs.** Seller shall be responsible to pay the Michigan transfer tax, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement. Buyer shall pay for the cost of recording the deed to be delivered at Closing.

14. **General Provisions.**

a. **Paragraph Headings.** The paragraph headings are inserted in this Agreement only for convenience.

b. **Pronouns.** When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

c. **Merger.** It is understood and agreed that all understandings and agreements previously made between Buyer and Seller are merged into this Agreement, which alone fully and completely expresses the agreement of the parties.

d. **Governing Law.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Michigan.

e. **Successors.** All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns.

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

g. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale.

h. **Modification of the Agreement.** This Agreement shall not be amended except by a writing signed by Seller and Buyer.

i. **Counterparts/Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties. Electronic signatures shall have the same binding effect as original signatures.

The parties have executed this Real Estate Purchase Agreement on the date written below their names, to be effective as of the day and year first above written.

WITNESSES:

SELLER: City of Muskegon

By _____
Stephen J. Gawron, Mayor
Date: _____

Ann Meisch, MMC, Clerk
Date: _____

BUYER: Production Fabricators, Inc.

Mark Hoofman
President
EIN#: _____
Date: _____

ATTACHMENT A
EASEMENT AGREEMENT

Easement Agreement

This Agreement ("Agreement") is made effective on _____, 2015 ("Effective Date") between the City of Muskegon, a municipal corporation with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and Production Fabricators, Inc. of 1608 Creston Street, Muskegon Township, MI 49442 ("Buyer"). Seller and Buyer may each be referred to as a "Party" or collectively as "Parties".

Background

A. Production Fabricators, Inc. intends to purchase ("Land Purchase") and the City of Muskegon intends to sell pursuant to the purchase agreement signed _____, 2015, a parcel of real estate located at 1690 Creston Street within the City of Muskegon ("the Parcel") and legally described as:

CITY OF MUSKEGON SEC 28 T10N R16W S 250 FT OF N 610 FT OF W 495 FT SE 1/4 SE 1/4 LYING S OF S LN FOREST AVE EXT'D ELY SBJT TO EASEMENT L3816 P825

B. A survey of the Parcel is attached hereto as **Exhibit A** (the "Survey").

C. Buyer owns the adjacent property to the Parcel, located at 1608 Creston Street, in Muskegon Township, which has an existing structure located on it, the location of which is depicted on the Survey. Buyer intends to construct an addition on the existing building, which will be built in part or wholly on the acquired Parcel.

D. In consideration of the Land Purchase and covenants contained in this Agreement, Buyer agrees to grant Seller a perpetual exclusive easement (the "City Easement") as depicted on the Survey and as described as the "Proposed Easement Description" on the Survey.

Therefore, in consideration of mutual promises contained in this Agreement, the Parties agree as follows:

1. Grant of Easement. Seller reserves and Buyer grants the "City Easement" to the City, its agents, employees, customers, tenants, vendors, successors and assigns for pedestrian and vehicular ingress, egress and access, to be used for any and all purposes, including but not limited to maintenance, repair, and replacement of the existing antenna, the addition of antennae, additional utilities either above or below ground, or other equipment or uses necessary to the City. Seller reserves the right to exclude Buyer and Buyer's agents and their vehicles and equipment from the Proposed Easement Area as depicted on the Survey. The legal description of the City Easement is attached hereto as **Exhibit B**.

2. Conveyance of Easement. Seller shall have the right to lease or transfer its interest in the City Easement.
3. Runs with the Land. The City Easement burdens Buyer's Parcel and shall run with the land.
4. Construction Use; Indemnity. No construction vehicles shall enter onto the City Easement without the express prior written consent of the City. In the event that such consent is given, said vehicles shall not block access for ingress and egress on the existing gravel driveway within the City Easement area.

Buyer shall repair, restore, indemnify, defend and hold harmless the City any damage to the improvements within the City Easement caused by Buyer or Buyer's agents, including but not limited to damage caused during construction on the Parcel by Buyer.

5. Damage. Regardless of availability of insurance proceeds, Buyer shall promptly repair any damage to the improvements within the City Easement caused by Buyer or Buyer's employees, contractors, tenants, subtenants, invitees, agents or representatives. In the event that Buyer fails to make the repairs within 30 days of the damage event, Seller may make such repairs and Buyer shall reimburse Seller for the cost thereof within 30 days of the invoice.
6. Insurance. Buyer and Seller shall maintain commercial general liability insurance and property insurance against claims for personal injury (including contractual liability arising under the indemnity clause) death or property damage occurring on their respective properties subject to this Agreement.
7. 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 if such fax number or email address is provided below (the sender shall also send a hard copy following the fax or email; however, the notice shall be effective upon the transmission of the fax or email); (iii) one day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) five days after posting in the United States Mail first-class, postage prepaid. Notices shall be sent to the Parties as follows:

To Seller:

City Manager
City of Muskegon
933 Terrace St.
Muskegon, MI 49440

To Buyer:

President
Production Fabricator, Inc.
1608 Creston St.
Muskegon Township, MI 49422

8. General Provisions.

- a. *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.
- b. *Entire Agreement.* This Agreement shall constitute the entire agreement, and shall supersede any other agreements, written or oral, that may have been made or entered into, by and between the Parties with respect to the subject matter hereof.
- c. *Binding Effect.* This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the Parties and all of their respective affiliated companies, partnerships, joint ventures, etc., and their successors and assigns.
- d. *Full Execution.* This Agreement requires the signature of the 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.
- e. *Non-Waiver.* No waiver by any Party of any provision of this Agreement shall constitute a waiver by such Party of such provision on any other occasion or a waiver by such Party of any other provision of this Agreement. No failure to insist upon or to enforce any provision of this Agreement shall constitute or be interpreted as a waiver thereof.
- f. *Duration.* This Agreement and the Easement shall commence on the Effective Date, continue in perpetuity and shall not be changed, amended, modified, canceled or terminated except by a written instrument executed by the Parties.
- g. *Assignment or Delegation.* This Agreement may not be assigned or delegated without the express written agreement of the Parties.
- h. *No Partnership.* This Agreement shall not create an association, partnership, joint venture or any relationship among any of the Parties or any other person or entity.
- i. *No Public Dedication.* Nothing contained herein shall be deemed to be a public gift or dedication of all or any part of the Easement, it being the intent of the Parties that this Agreement is private and strictly limited to the purposes expressed herein.
- j. *Recording.* This Agreement will be recorded with the Muskegon County, Michigan, Register of Deeds.

k. *Amendment.* This Agreement may not be modified or amended without the prior written consent of the Parties.

WITNESSES:

SELLER: City of Muskegon

By _____
Stephen J. Gawron, Mayor
Date: _____

Ann Meisch, MMC, Clerk
Date: _____

BUYER: Production Fabricators, Inc.

Mark Hoofman
President
EIN#: _____
Date: _____

This instrument prepared by and
When recorded return to:

PARMENTER O'TOOLE
Attn: Michelle Landis
601 Terrace Street, Ste. 200
P. O. Box 786
Muskegon, Michigan 49443-0786

EXHIBIT A

SURVEY OF THE PARCEL AND PROPOSED EASEMENT AREA

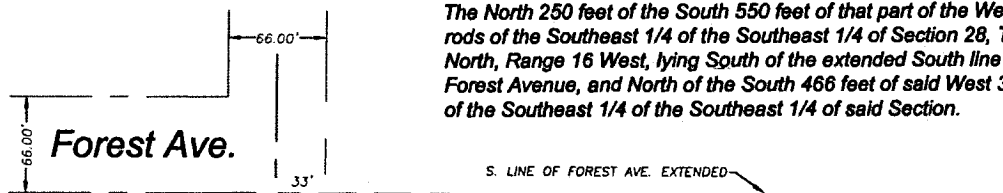
SKOCELAS LAND SURVEYING, INC.

CERTIFICATE OF SURVEY

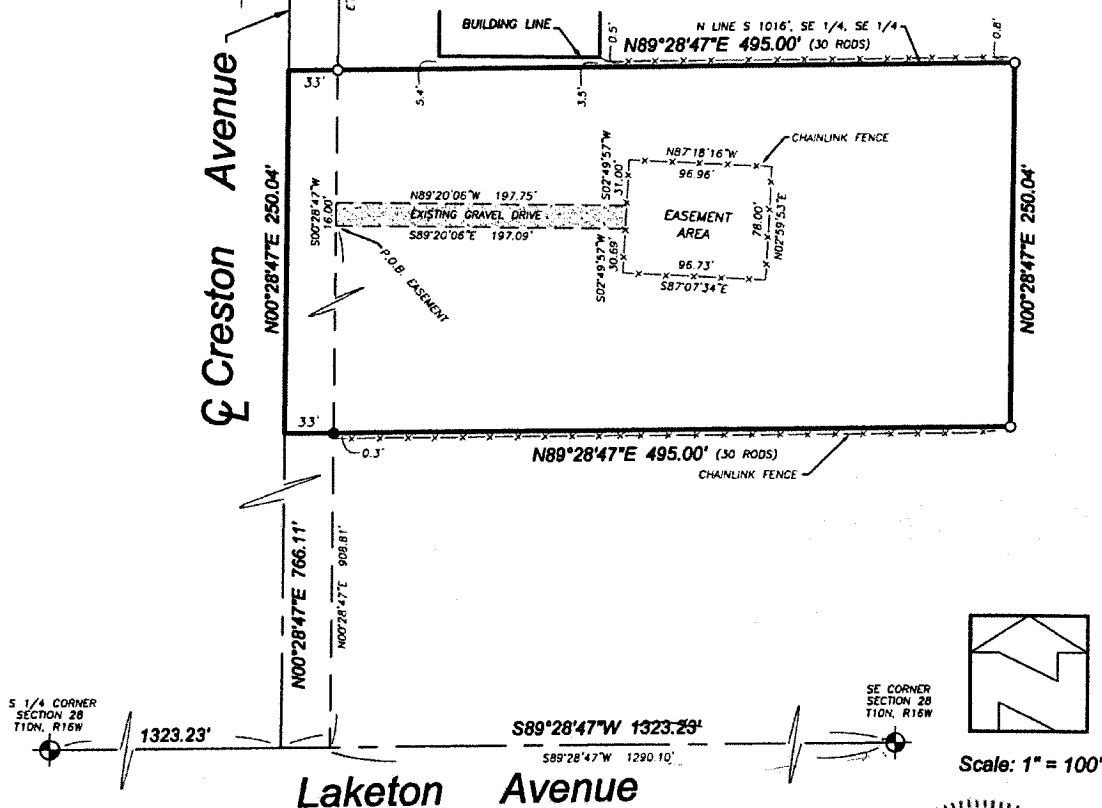
SURVEY FOR: Production Fabricators, Inc.
1608 Creston Avenue
Muskegon, MI 49442

This parcel is located in the City of Muskegon, Muskegon County,
State of Michigan, described as follows:

The North 250 feet of the South 550 feet of that part of the West 30 rods of the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 10 North, Range 16 West, lying South of the extended South line of East Forest Avenue, and North of the South 466 feet of said West 30 rods of the Southeast 1/4 of the Southeast 1/4 of said Section.

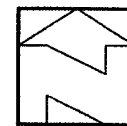


PROPOSED EASEMENT DESCRIPTION: Commence at the Southeast corner of Section 28, Town 10 North, Range 16 West; thence S89°28'47"W 1290.10 feet along the South line of said Section; thence N00°28'47"E 908.81 feet along the Easterly line of Creston Avenue to the Point of Beginning of said easement; thence S89°20'06"E 197.09 feet; thence S02°49'57"W 30.69 feet; thence S87°07'34"E 96.73 feet; thence N02°59'53"E 78.00 feet; thence N87°18'16"W 96.96 feet; thence S02°49'57"W 31.00 feet; thence N89°20'06"W 197.75 feet; thence S00°28'47"W 16.00 feet to the Point of Beginning.



S 1/4 CORNER
SECTION 28
T10N, R16W

SE CORNER
SECTION 28
T10N, R16W



Scale: 1" = 100'

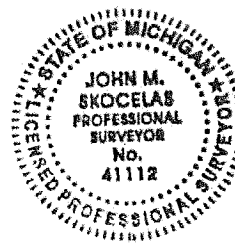
This survey was prepared based upon the furnished legal description shown above.
The description should be compared with the Abstract of Title or Title Policy for
accuracy, easements and exceptions of record.

John M. Skocelas
JOHN M. SKOCELAS P.S. #41112

Skocelas Land Surveying, Inc.

6318 Red Rock Court
Norton Shores, MI. 49444
Phone: (231) 799-0290
Fax: (231) 799-0292

- = Concrete Monument
- D = Deed Dimension
- R = Recorded Dimension
- M = Measured Dimension
- = Set Iron Stake
- = Found Iron Stake
- = Concrete



File No: SLS15229

Date: 06/25/15

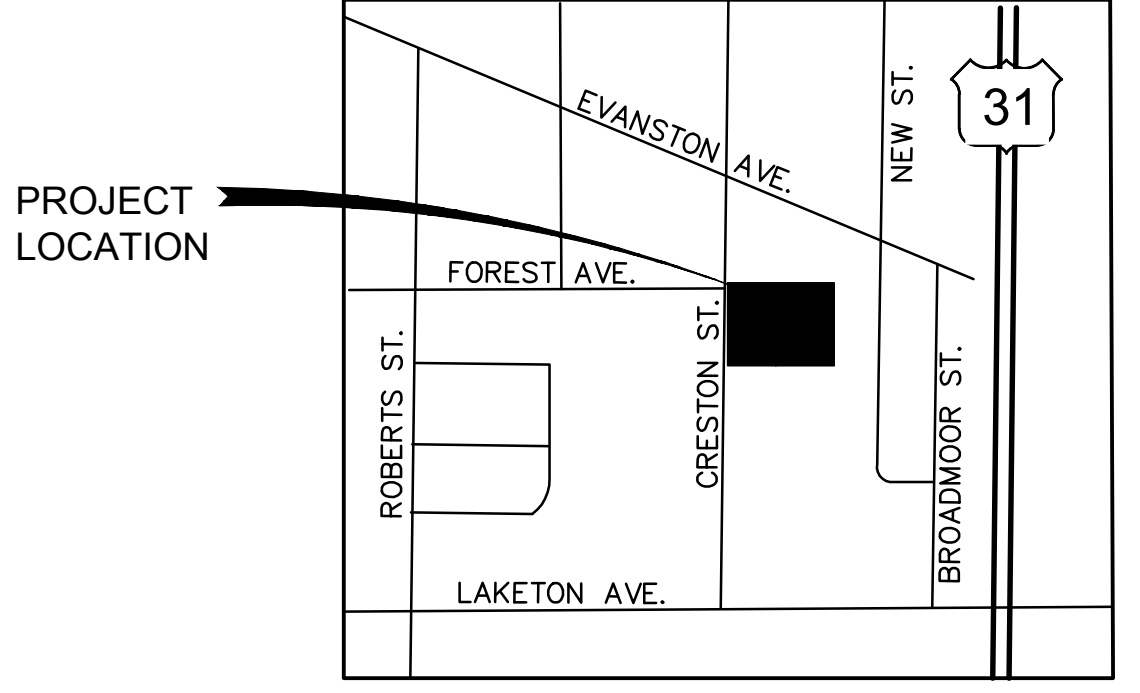
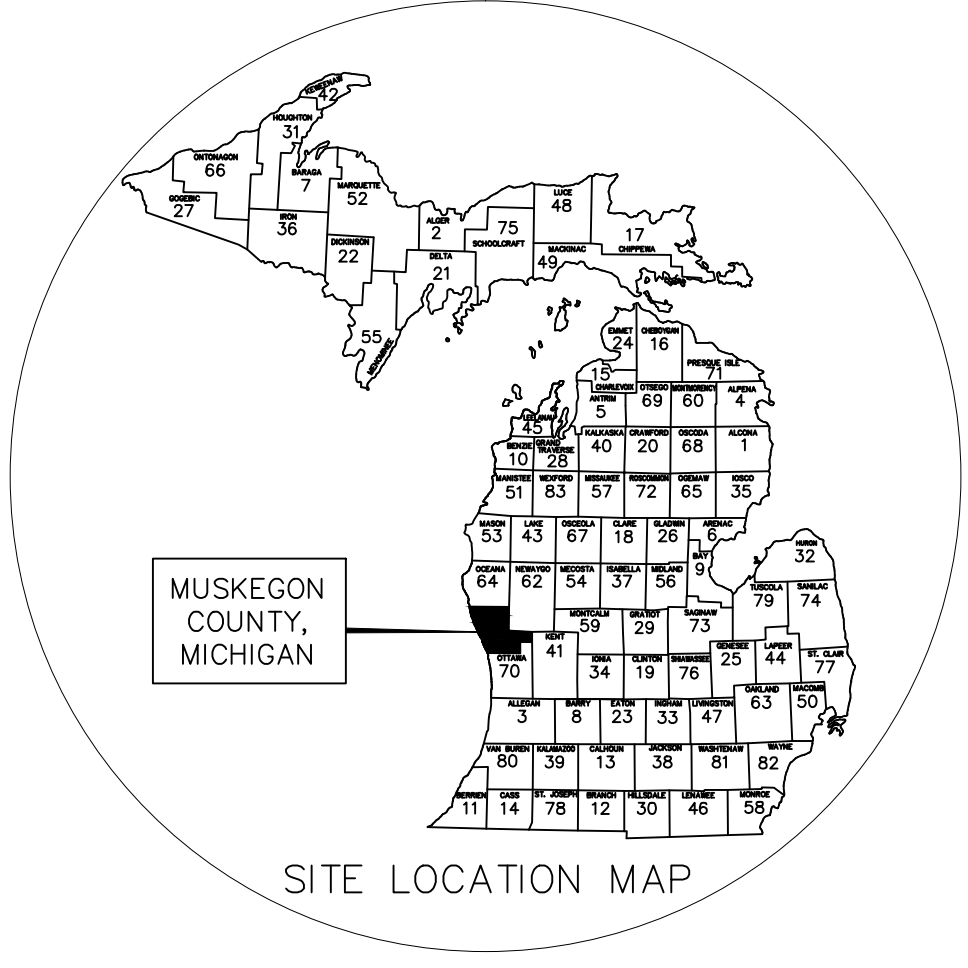
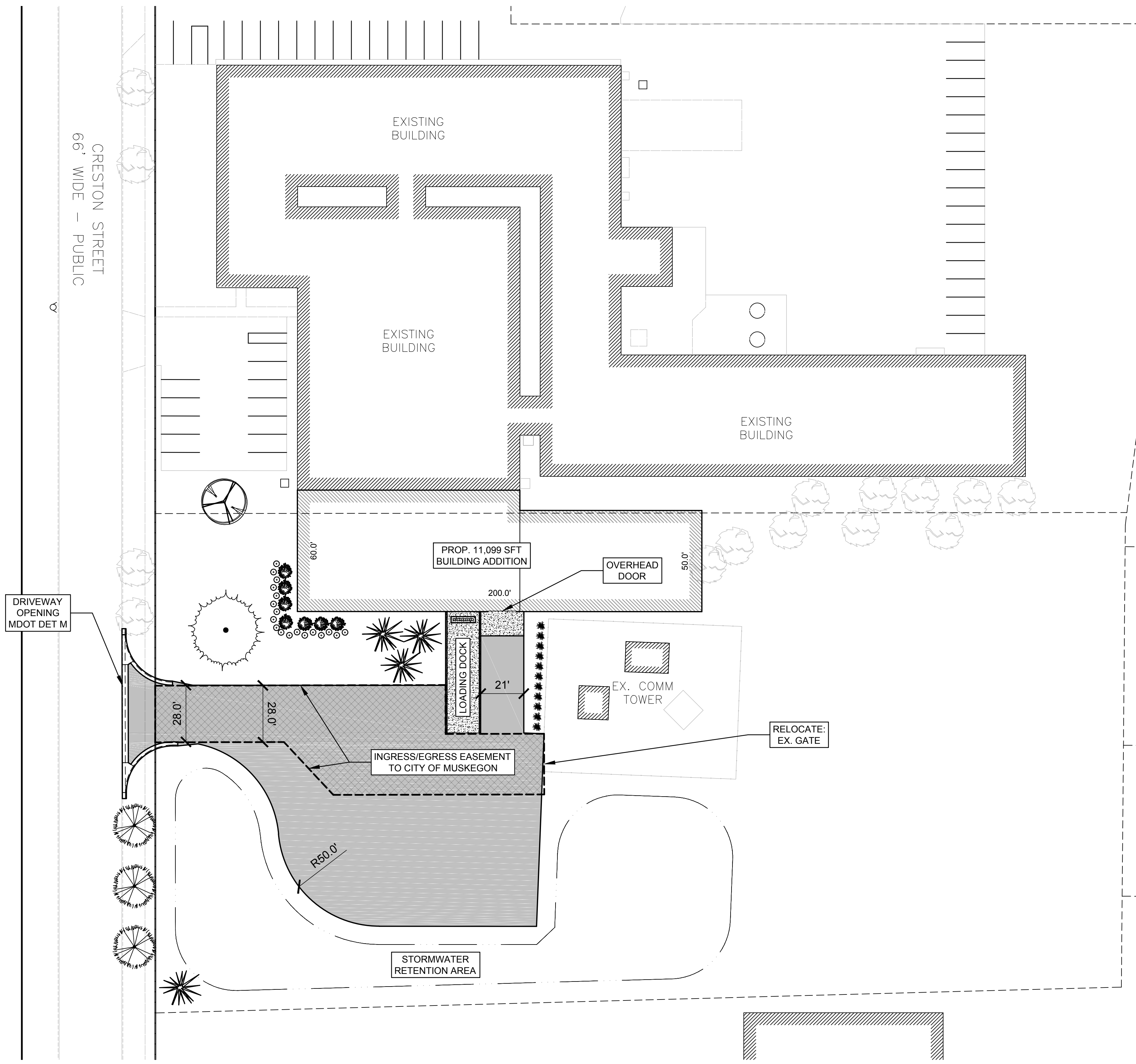
EXHIBIT B

LEGAL DESCRIPTION OF CITY EASEMENT

Commence at the Southeast corner of Section 28, Town 10 North, Range 16 West; thence S89°28'47"W 1290.10 feet along the South line of said Section; thence N00°28'47"E 908.81 feet along the Easterly line of Creston Street to the Point of Beginning of said easement; thence S89°20'06"E 197.09 feet; thence S02°49'57"W 30.69 feet; thence S87°07'34"E 96.73 feet; thence N02°59'53"E 78.00 feet; thence N87°18'16"W 96.96; thence S02°49'57"W 31.00 feet; thence N89°20'06"W 197.75 feet; thence S00°28'47"W 16.00 feet to the Point of Beginning.

ATTACHMENT B

SITE PLAN



Property Address: 1608 S. Creston St.
Muskegon, Michigan 49442

Parcel Number: 61-10-028-400-0064-00

Property Description:

Property Owner: Excalibur Co LLC
1608 S Creston St.
Muskegon, MI 49442

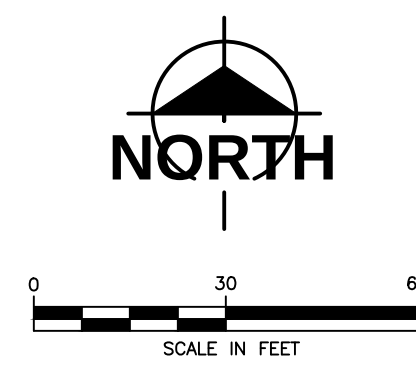
Total Acreage:

Property Zoning:

Setbacks: Front Yard: ft
Side Yard: ft
Rear Yard: ft

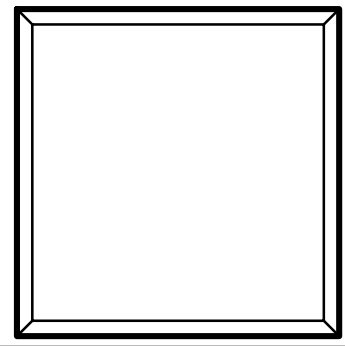
Maximum Allowable Building Height:

Maximum lot coverage: ___%
Proposed lot coverage: ___%



- PROPOSED FEATURES LEGEND
- NEW HEAVY DUTY HMA PAVEMENT AREA
 - NEW 6" CONCRETE PAVEMENT AREA
 - NEW CONCRETE SIDEWALK AREA

PRELIMINARY: NOT FOR CONSTRUCTION



Plan Prepared By:
Bruce A. Callen, P.E.
Callen Engineering, Inc.
15172 Carriage Way
Spring Lake, Michigan 49456
Tel: 616-240-9080
Email: bcallen@callenengineering.com

For protection of underground utilities, the CONTRACTOR shall dial 811 or 1-800-482-7171 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.

Know what's below.
Call before you dig.

DATE OF PLAN: 08-05-15

Callen Engineering, Inc.
municipal - commercial - residential
113 W. Saubee Street, Suite B
Spring Lake, Michigan 49446
Tel: 616-240-9080 Web: callenengineering.com

Tridonn Construction Co.

TRIDONN CONSTRUCTION CO.
1461 EVANSTON AVENUE
MUSKEGON, MI 49442
231-777-2681

NO.	DATE	BY	REVISIONS

PRODUCTION FABRICATORS, INC
1608 S. CRESTON ST
MUSKEGON TOWNSHIP
MUSKEGON COUNTY, MICHIGAN
SITE PLAN

DRAWN BY A.J.B.	DATE AUG '15
ENGINEER B.A.C.	DATE AUG '15
EDIT	DATE
SCALE DRAWING	PLOT SCALE
AS NOTED	1:1
PROJECT 015 TRIDONN - PRO FAB	C1.0
SHEET NO.	

Commission Meeting Date: August 11, 2015

Date: August 5, 2015
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Sale of the property at 881 Pine St

SUMMARY OF REQUEST:

Staff is seeking approval to sell the buildable, commercially zoned lot at 881 Pine St to the adjacent business, B.K. Muskegon Properties, LLC, at 928 Terrace St. They will be remodeling the store and will use the new lot to add an additional drive thru lane. The lot measures roughly 8,700 sf and the applicant has offered \$40,000 for the parcel.

FINANCIAL IMPACT:

Staff recommends a sale price of \$40,000.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval and signature of the attached purchase agreement and resolution.

COMMITTEE RECOMMENDATION:

None

881 Pine St (Red) / 928 Terrace St (Blue)



Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT AT 881 PINE ST FOR \$40,000.

WHEREAS, B.K. Muskegon Properties, LLC will be allowed to purchase the parcel designated as number 24-205-188-0001-00, located at 881 Pine St for \$40,000; and

WHEREAS, B.K. Muskegon Properties, LLC will spend at least \$400,000 in building upgrades at their current facility within 24 months of closing; and

WHEREAS, the sale would generate additional tax revenue for the City and relieve the City of further maintenance costs; and

NOW THEREFORE BE IT RESOLVED, that parcel number 24-205-188-0001-00, located at 881 Pine St to B.K. Muskegon Properties, LLC for \$40,000.

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 1-2 & NLY 19 FT LOT 3 BLK 188 ALSO ELY 1/2 OF VAC ALLEY ADJ

Adopted this 11th day of August, 2015

Ayes:

Nays:

Absent

By: _____
Stephen J. Gawron
Mayor

Attest: _____
Ann Meisch, MMC
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on August 11, 2015.

By: _____
Ann Meisch, MMC
City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of _____, 2015 ("Effective Date"), by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **B. K. MUSKEGON PROPERTIES, L.L.C.**, of 4220 Edison Lakes Parkway, Mishawaka, Indiana 46545 and its successors and assigns ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, the real estate, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

SEE ATTACHMENT A

Subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are acceptable to Buyer upon disclosure and review of the same, and subject to any governmental inspections required by law.

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Forty Thousand and no/100 Dollars (\$40,000) (the "Purchase Price"), payable in cash at the closing. The parties acknowledge that within five (5) days after the Effective Date, Buyer will deposit Five Thousand and no/100 Dollars (\$5,000) as earnest money with the Title Company, as hereinafter defined ("Deposit"). The Deposit shall be applied to the purchase price at closing. If the Closing, as defined in paragraph 8, does not occur as scheduled due to default by the Buyer, the Deposit shall be forfeited to the Seller as liquidated damages and will not be refunded. In the event of a default by Seller, Buyer will be entitled to receive the Deposit or pursue specific performance of this Agreement.

3. **Taxes and Assessments.** All taxes and assessments that are due and payable at the time of Closing shall be paid by Seller prior to or at Closing. All taxes and special assessments that become due and payable after Closing shall be the responsibility of Buyer.

4. **Title Insurance.** Seller agrees to deliver to Buyer, within ten (10) days after the Effective Date, a commitment for title insurance, issued by Land America Transnation Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, unacceptable to Buyer, Seller shall have forty-five (45) days from the date Seller is notified in writing of any such unacceptable restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided within the time period set forth herein for closing or within ten (10) days of written notification thereof. If Buyer closes on the Premises, any objections to the title are

deemed waived. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Seller.

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to remodel the Burger King restaurant adjacent to the Premises in similar fashion to the remodeled Burger King restaurant located at 1436 Apple Avenue, Muskegon, Michigan, and similar to the elevations shown on Attachment B by spending approximately Four Hundred Thousand Dollars (\$400,000) on construction, furniture, fixtures and equipment, signage and site work, within twenty four (24) months after the closing of this transaction. In the event Buyer has not remodeled its Burger King restaurant within such twenty four (24) months, then Seller shall give Buyer written notice of such failure. In the event Buyer does not remodel the Burger King restaurant within sixty (60) days after receipt of such notice, the Premises shall revert to Seller, free of all liens paid by Seller at closing, upon Seller's return of the Purchase Price to Buyer, less any closing costs actually paid by Seller at closing. The covenants in this paragraph shall survive the closing and run with the land.

6. **Survey.** Buyer at its own expense may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to Closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to any representations that may have been made by Seller 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, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or tendering Buyer's deposit in full termination of this Purchase Agreement, and paying the cost of such survey. Buyer may elect to purchase the Premises subject to said encroachment or variation.

7. **Condition of Premises and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT HE WILL PERSONALLY INSPECT THE PREMISES AND WILL BE SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON PRIOR TO CLOSING, AND THAT THE PROPERTY WILL BE PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER. SELLER KNOWS OF NO HAZARDOUS SUBSTANCES OR CONTAMINATION ON OR UNDER THE PREMISES.

8. **Closing.** The closing date of this sale shall be on or before 90 days after the Effective Date ("Closing"). The Closing shall be conducted at Land America Transnation Title

Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444 (the "Title Company"). If necessary, the parties shall execute an IRS closing report at the Closing.

9. **Delivery of Deed.** Seller shall execute and deliver a covenant deed to Buyer at Closing for the Premises.

10. **Affidavit of Title.** At the Closing, Seller shall deliver to Buyer an executed Affidavit of Title and any other customary documents required by the Title Company.

11. **Date of Possession.** Possession of Premises is to be delivered to Buyer by Seller on the date of Closing.

12. **Costs.** Seller shall be responsible to pay the state and county transfer tax, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement. Buyer shall pay for the cost of recording the deed to be delivered at Closing. Any closing costs not otherwise addressed herein shall be divided equally between the parties.

13. **General Provisions.**

a. **Paragraph Headings.** The paragraph headings are inserted in this Agreement only for convenience.

b. **Pronouns.** When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

c. **Merger.** It is understood and agreed that all understandings and agreements previously made between Buyer and Seller are merged into this Agreement, which alone fully and completely expresses the agreement of the parties.

d. **Governing Law.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Michigan.

e. **Successors.** All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns.

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

g. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale.

h. **Modification of the Agreement.** This Agreement shall not be amended except by a writing signed by Seller and Buyer.

14. **Due Diligence Period.**

Buyer shall have the right, during the period commencing on the Effective Date and expiring thirty (30) days after the Effective Date (the "Due Diligence Period"), to inspect all aspects of the Premises, including the environmental condition and the condition of the title (the "Conditions"). Notwithstanding any other provision herein, provided Buyer is diligently pursuing satisfaction of the Conditions, Buyer shall have the right to extend the Due Diligence Period for an additional thirty (30) days upon written notice to Seller given on or prior to the expiration of the Due Diligence Period. Additionally, in the event the improvements Buyer intends to make on the Premises and the adjacent Burger King property require one or more public hearings, Buyer shall have the right to extend the Due Diligence Period for an additional sixty (60) days upon written notice to Seller given on or prior to the expiration of the Due Diligence Period. Buyer shall have the right for any reason or no reason to terminate this Agreement on notice to Seller given within the Due Diligence Period, as extended. Upon such termination, the Deposit shall be returned to Buyer, and except as expressly provided herein, this Agreement and all rights and obligations of the respective parties hereunder shall be null and void. If Buyer does not elect to terminate pursuant to this Section 14 within the Due Diligence Period, as extended, Buyer shall be deemed to have waived its right to terminate pursuant to this Section 14.

After the Effective Date and prior to the expiration of the Due Diligence Period, Buyer and its agents, contractors, employees and consultants shall have access to the Premises for the purpose of inspecting the Premises and undertaking tests and studies, provided Buyer (a) promptly repairs any damage to the Premises caused by such entry, (b) restores the Premises to the condition that existed prior to such entry, and (c) complies with all applicable laws, statutes, codes and ordinances.

15. **Notices.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or sent to the address first set forth above by certified mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service, and shall be deemed received (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed three (3) business days after the date of posting by U.S. Mail, or (iii) if given by Federal Express, Airborne Express or a similar overnight delivery service, the following business day.

The parties have executed this Real Estate Purchase Agreement on the date written below their names, to be effective as of the day and year first above written.

WITNESSES:

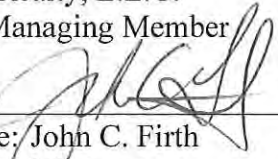
SELLER: **CITY OF MUSKEGON**

By _____
Stephen J. Gawron, Mayor
Date: _____

Ann Meish, MMC, Clerk
Date: _____

BUYER: **B. K. MUSKEGON PROPERTIES,
L.L.C.**

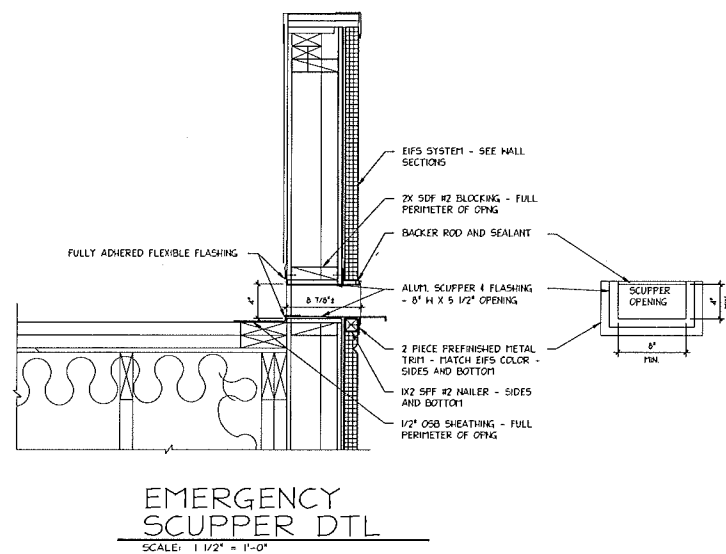
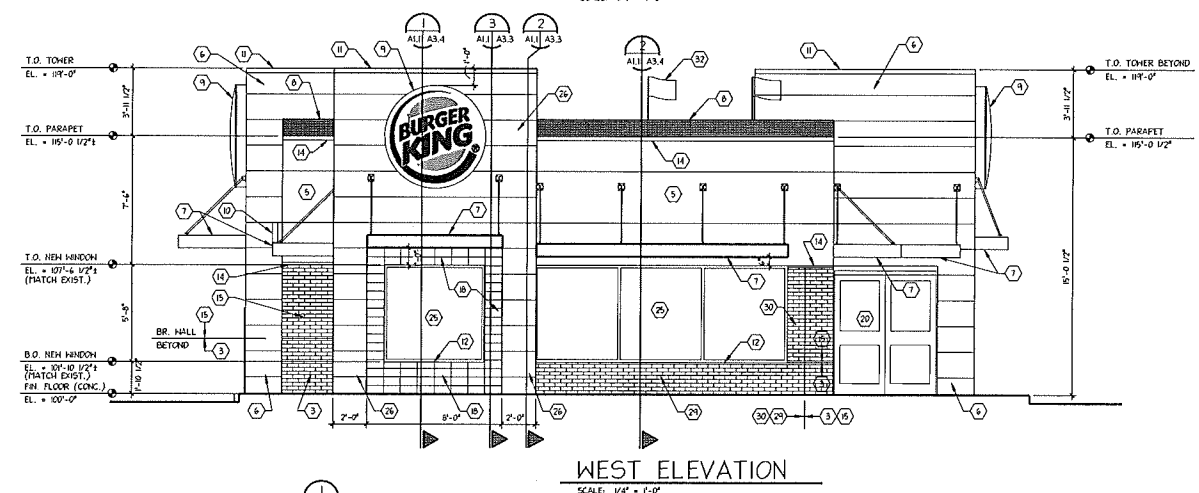
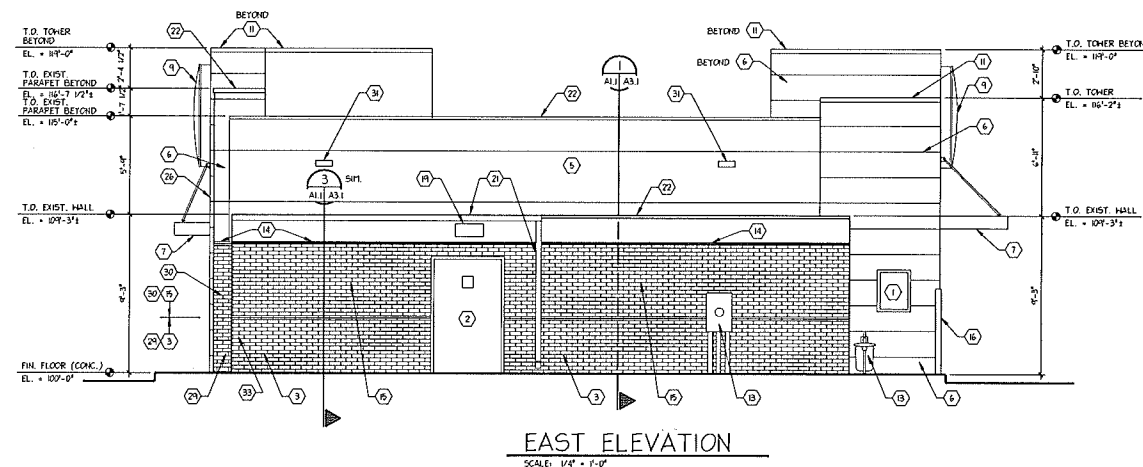
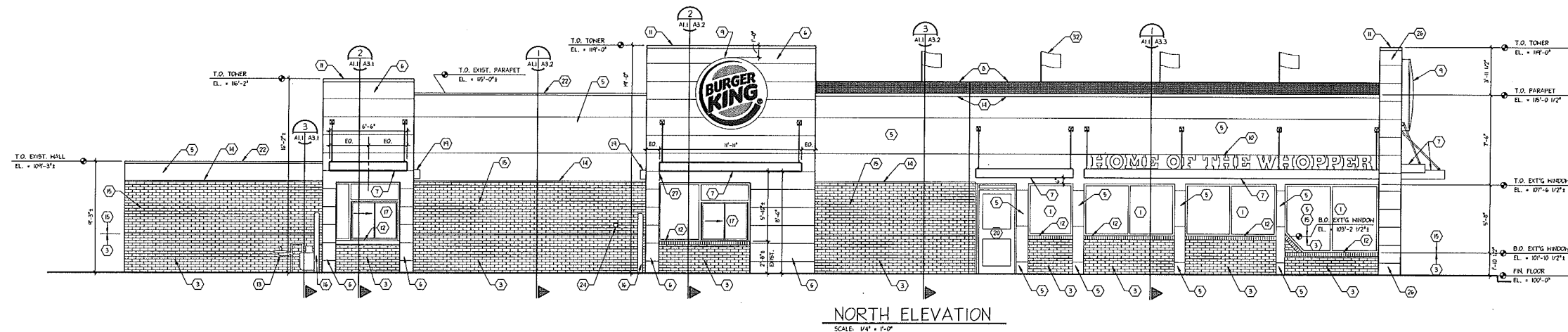

James Meyer

By: QDI Realty, L.L.C.
Its: Managing Member
By: 
Name: John C. Firth
Title: Manager
EIN#: 35-1608545
Date: July 28, 2015



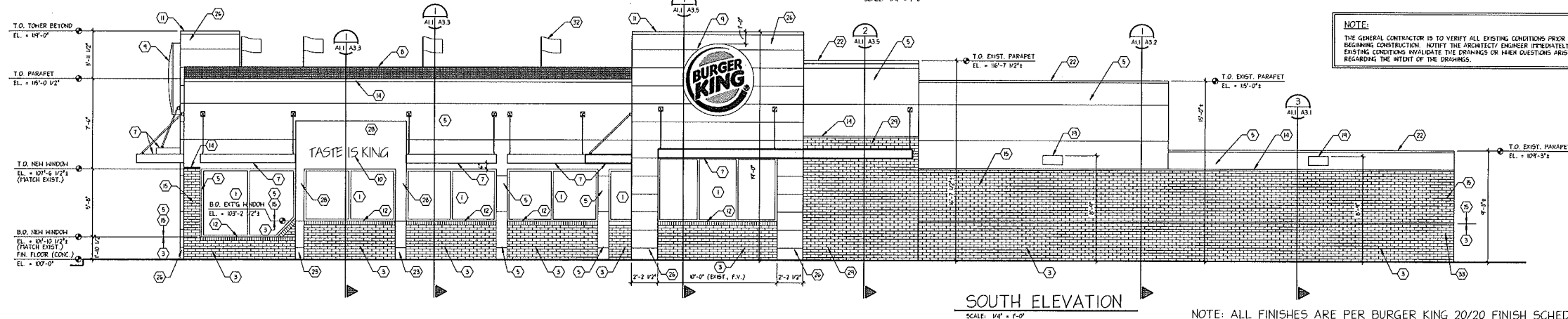
ATTACHMENT A

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 1, 2 AND THE NORTHERLY 19 FEET OF LOT 3 BLOCK 188 ALSO THE EASTERLY ½ OF VACATED ALLEY ADJ, SUCH LEGAL DESCRIPTION TO BE CONFIRMED BY SURVEY.



- KEYNOTES - THIS SHEET**
- EXISTING HINDON SYSTEM - SEE SHEET A-2.1 FOR ADDITIONAL INFORMATION.
 - SERVICE DOOR SYSTEM - PAINT (EP-4) - SEE SHEET A-2.1 FOR ADDITIONAL INFORMATION.
 - PAINT EXISTING / NEW MASONRY (EP-4).
 - NOT USED.
 - EIFS ON 1 1/2" RIGID INSULATION W/ HORIZ. REVEALS @ 3'-0" O.C. (EP-1).
 - EIFS ON 1 1/2" RIGID INSULATION W/ HORIZ. REVEALS @ 18" O.C. (EP-2).
 - METAL CANOPY SYSTEM (TP-3).
 - RED LED LIGHT BAND SUPPLIED BY OWNER, INSTALLED BY G.C. WITH ELECTRICAL LIGHTING CONNECTION BY ELECTRICAL CONTRACTOR.
 - 6'-0" DIAMETER BRAND LOGO SIGNAGE (S-1) SUPPLIED BY OWNER, INSTALLED BY G.C. WITH ELECTRICAL LIGHTING CONNECTION BY ELECTRICAL CONTRACTOR.
 - BRAND LETTERING SIGNAGE (COLOR = RED), SUPPLIED BY OWNER, INSTALLED BY G.C. WITH ELECTRICAL LIGHTING CONNECTION BY ELECTRICAL CONTRACTOR.
 - METAL CORING (TC-3).
 - METAL FLASHING (MATCH EP-4).
 - EXISTING UTILITIES - PAINT (WHERE ALLOWED) TO MATCH ADJACENT WALL.
 - METAL CORING (TC-2).
 - PAINT EXISTING BRICK (EP-2).
 - NEW DOLLARD - PAINT.
 - NEW DRIVE-UP HINDON AND FRAMING (SEE OWNER FOR SPECIFICATIONS).
 - EXTERIOR GRADE TILE (ECT-1, ECT-2) 8" X 12" STACKED BAND PATTERN ON 1/2" CEMENT BOARD BACKING.
 - ELECTRICAL CONTRACTOR TO INSTALL EXTERIOR HALL MOUNTED LIGHT FIXTURE - FIXTURES PROVIDED BY OWNER.
 - REPLACE EXISTING ALUMINUM EXTERIOR ENTRY DOOR SYSTEM - SEE SHEET A-2.1 FOR SCOPE OF WORK.
 - REPLACE EXISTING GUTTER AND DOWNSPOUT - COLOR TO MATCH ROOF TRIM OR ADJACENT WALLS.
 - METAL CORING (TC-1).
 - EIFS ON 4" RIGID INSULATION (BOTTOM CONDITION - SEE SHEET A-3.6) (EP-4).
 - GENERAL CONTRACTOR'S PASON TO INSTALL OWNER SUPPLIED LOCK BOX - VERIFY LOCATION AND INSTALLATION HEIGHT WITH LOCAL CITY DEPARTMENT HAVING JURISDICTION.
 - NEW HINDON - 1" INSULATED GLASS IN THERMALLY BROKEN PREFINISHED ALUMINUM FRAME - MATCH EXISTING GLASS AND FRAMING COLORS.
 - EIFS ON 4" RIGID INSULATION W/ HORIZ. REVEALS @ 18" O.C. (EP-2).
 - ALIGN EDGE OF CANOPY TO EDGE OF HINDON OPENING.
 - EIFS ON 4" RIGID INSULATION (NO REVEALS) (EP-2).
 - THIN BRICK SYSTEM (EB-1) - PAINT EP-4.
 - THIN BRICK SYSTEM (EB-1) - PAINT EP-2.
 - EXISTING SCUPPER OPENING TO REMAIN - RE-LINE OPENING - SEE DETAIL, THIS SHEET.
 - FLAG POLE BRACKETS (SUPPLIED BY OWNER) TO BE INSTALLED BY GENERAL CONTRACTOR (SEE ROOF PLAN, TYPICAL OF (8) - AMERICAN FLAGS INSTALLED BY OWNER).
 - REPAIR DAMAGED FACE BRICK - FIELD VERIFY EXTENT OF WORK.

NOTE:
THE GENERAL CONTRACTOR IS TO VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. NOTIFY THE ARCHITECT/ ENGINEER IMMEDIATELY IF EXISTING CONDITIONS INVALIDATE THE DRAWINGS OR WHEN QUESTIONS ARISE REGARDING THE INTENT OF THE DRAWINGS.



NOTE: ALL FINISHES ARE PER BURGER KING 20/20 FINISH SCHEDULE

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PROPOSED REMODEL FOR:
BURGER KING
-
STORE #5188

926 TERRACE STREET
MUSKEGON, MICHIGAN

ISSUED FOR:
05/09/15 PRELIMINARY
06/22/15 BURGER KING
07/14/15 APPROVAL
OWNER REVIEW

DRAWN BY: D.J.A.

ELEVATIONS

SHEET NUMBER
A-1.1

JOB NUMBER
15-010

30x42 FORMAT

Date: August 11, 2015
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Amendment to the:
Janitorial Services Contract 2014-2017

SUMMARY OF REQUEST:

Amend the current janitorial services contract with Reliant Professional Cleaning Services to include the cleaning of the filtration plant facilities at an additional cost of \$1,189.00 per month, starting September 2015 thru April 2017.

FINANCIAL IMPACT:

A total of \$23,780 over the life of the contract.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Amend the current contract to include the cleaning of the filtration plant facilities as outlined in the attached for a monthly cost of \$1,189.00

COMMITTEE RECOMMENDATION:

RELIANT PROFESSIONAL CLEANING CONTRACTORS, INC.

P.O. Box #216, Spring Lake, MI 49456
Phone: 616 846-5296 FAX: 616 846-0595
e-mail: Reliantinc21@aol.com

DATE: 7-22-15 # OF PAGES: 3 (+ COVER)

TO: Terry

FAX #: 231-724-6028

FROM: Peter Murdoch

MESSAGE: _____

contact information attached



Professional Cleaning Contractors, Inc.

Commercial • Industrial • Educational • Municipal

(616) 846-5235
Fax (616) 846-0595P.O. Box 216
Grand Haven, MI 49436210 W. Seventh
Grand Haven, MI 49437

July 22, 2015

To: Mr. Mohammed Al-Shatel
City Engineer/Director of Public Works

Dear Mr. Al-Shatel:

Thank you for the opportunity to provide this information regarding custodial service to the Filtration Plant. This quote would cover the monthly cost from August 3, 2015 through April 31, 2017.

The monthly cost would be : \$1,189.00

2015 Annualized Cost: \$5,945.00 (5 months)

2016 Annualized Cost: \$14,268.00 (12 months)

2017 Annualized Cost: \$4,756.00 (4 months)

Total: \$26,158.00

Optional 4th year monthly rate; \$1,240.00

Pending your approval we could begin service Monday, August 3, 2015. Please contact me with any questions. Many thanks for your consideration!

Sincerely,

Peter Murdoch, President
Reliant Professional Cleaning Contractors, Inc.AMERICAN
BUILDING
SERVICES
CORPORATION
GRAND HAVEN

WATER FILTRATION PLANT

HOUSEKEEPING MAINTENANCE DESCRIPTION

HOUSEKEEPING SERVICES Two (2) times per week (Monday & Thursday)

Empty all waste receptacles as specified.

Dust all appropriate flat surfaces in a rotation pattern so as to do everything once/week to include chair legs and conference areas

Spot clean entrance glass doors and partition glass.

Vacuum all carpeted surfaces to include rotational detail crevice vacuuming of all carpet edges and fabric chairs.

Clean coffee station areas, microwave, rinse pots and scour sink and surroundings in a clean and orderly fashion.

Remove dirt and handprints from walls, buttons/switches, etc.

Clean and sanitize drinking fountains.

Sweep stairs

Administration Building

- Meeting room and kitchen area
- Main hall and foyer
- Office areas
- Locker room
- Upper/lower restrooms

Multipurpose Building

- Clean restroom

Empty all waste receptacles.

Clean, disinfect and refill all dispensers.

Clean, disinfect all fixtures, mirrors and partitions.

Sweep and damp mop floors with disinfectant cleaner

Once (1) per week

- Filter Galleries(2) (Sweep and mop)

Twice (2) per month

- Sweep and mop the 3 VCT hallway passages

Once (1) per month

- Auxiliary Pumphouse
- High service
- Classifier
- Intake Well
- MPB Halls

Floor Refinishing Service**Quarterly**

- Offices
- Lab/control room
- Kitchen

*Add stripped annually or when
required. ML*

Quarterly Quarry Tile

- Locker Room
- Main vestibule and adjoining halls, stairway and lower vestibule
- Upper and lower restrooms

Semi Annual Flooring

- Three (3) passages

Window Cleaning (interior/Exterior)

Windows will be cleaned in a rotation pattern so that all interior/exterior glass is completely cleaned twice per year

Commission Meeting Date: August 11, 2015

Date: August 6, 2015
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval of a Neighborhood Enterprise Zone Certificate

SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Bruce Lindstrom for the new construction of a home 331 Terrace Point Circle. The property is located in a Neighborhood Enterprise Zone for new construction. The application states that the estimated cost for construction will be \$382,446 in materials. The applicant has met local and state requirements for the issuance of the NEZ certificate. Approval or denial by the City Commission is required within 60 days of the application date and must be forwarded to the State Tax Commission.

FINANCIAL IMPACT:

Taxation will be 50% of the State average for the next 12 years.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

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

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the Acting City Clerk by Bruce R. Lindstrom to construct a home at 331 Terrace Point Circle in the Terrace Point Condominium neighborhood, and;

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

WHEREAS, the Neighborhood Enterprise Zone Certificate will be good for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Bruce R. Lindstrom be approved.

Adopted this 11th day of August, 2015.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on August 11, 2015.

By: _____
Ann Meisch
City Clerk