

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 10, 2021 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS, AWARDS, AND PRESENTATIONS:**
 - A. Presentation of Accreditation Award Public Safety**
 - B. Craig Person – Blue House Development – His Muskegon Story**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk**
 - B. Request to Fly Christian Flag City Clerk**
 - C. AutoPulse Resuscitation Purchase Using Grant Funds Public Safety**
 - D. Purchase Request for Two Fire Apparatuses Public Safety**
 - E. Lumberjacks Lease City Manager**
 - F. Sanitation Policy Development Services**
 - G. ARP Infill Housing Program City Manager**
 - H. 1095 Third Street Redevelopment RFP Economic Development**
 - I. Designation of Voting Delegates for the Michigan Municipal League Annual Meeting City Commission**
 - J. Community Relations Committee Recommendations City Clerk**
- ☐ **PUBLIC HEARINGS:**
- ☐ **UNFINISHED BUSINESS:**
- ☐ **NEW BUSINESS:**

A. Pedicab Ordinance City Clerk

B. Representation – Opioid Litigation City Manager

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC COMMENT ON NON-AGENDA ITEMS:**

- ▶ **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 7-1-1-22 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 10, 2021	Title: Presentation of Accreditation Award
Submitted By: Director Jeffrey Lewis	Department: Public Safety
Brief Summary: Bob Stevenson and Neal Rossow from MACP to present to the Police Department with Michigan Law Enforcement Accreditation Program (MLEAC) our accreditation award.	
Detailed Summary: Bob Stevenson and Neal Rossow from MACP will briefly speak and will be presenting the Police Department's, MLEAC award for accreditation.	
Amount Requested: NA	Amount Budgeted: NA
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion:	
Check if the following Departments need to approve the item first: Police Dept. ☒ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

MICHIGAN LAW ENFORCEMENT ACCREDITATION PROGRAM

Accreditation is a progressive and time-proven way of helping law enforcement agencies calculate and improve their overall performances. The foundation of Accreditation lies in the voluntary adoption of standards containing a clear statement of professional objectives. Participating agencies conduct a thorough self-analysis to determine which of their existing operations already meet some of the standards and/or how the procedures can be adapted to meet the standards and professional objectives. When the procedures are in place, a team of trained Commission assessors verifies that applicable standards have been successfully implemented and the agency is in compliance.

Accreditation status represents a significant professional achievement. Accreditation acknowledges the implementation of written directives, policies, and procedures that are conceptually sound and operationally effective.

The Michigan Association of Chiefs of Police (MACP) and the Michigan Sheriffs' Association (MSA) have pursued the concept and development of a voluntary statewide law enforcement accreditation program for Michigan. This effort has resulted in the formation of the Michigan Law Enforcement Accreditation Commission (MLEAC). The MLEAC consists of commissioners from law enforcement and other professions appointed by the MACP, the MSA and the Commission itself. Personnel from the MACP provide support services to the MLEAC and to applicant agencies.

The attitudes, training and actions of personnel of Michigan's law enforcement agencies best reflect compliance with the 108 standards contained in this program. Written Directives, policies and procedures based on Accreditation will not insure mistake-free policing or a crime-free environment for citizens. Nor will it insure an absence of litigation against law enforcement agencies and executives, but it will put the agency in a better position to defend their actions against law suits.

Effective and comprehensive leadership through professionally based written directive and policy development is directly influenced by a law enforcement program that is comprehensive, obtainable, and based on standards that reflect the delivery of professional police service.

The MACP and the MSA believe the Michigan Law Enforcement Accreditation Program will enhance the professionalism of police organizations in the state.

For more information, feel free to contact the Accreditation Program Director Neal Rossow, at the information listed below.

Neal A. Rossow

MACP Director of Professional Development

MLEAC Accreditation Program Director

Cell: 810.434.5920

3474 Alaiedon Parkway, Suite 600

Okemos, MI 48864

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 10, 2021	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the July 27, 2021 Regular Meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 27, 2021 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, July 27, 2021, Commissioner Willie German, Jr., opened the meeting with a 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 J. Gawron, Vice Mayor Eric Hood, Commissioners Ken Johnson, Dan Rinsema-Sybenga, Teresa Emory, Willie German, and Michael Ramsey, Deputy City Manager LeighAnn Mikesell, City Attorney John Schrier, and City Clerk Ann Meisch.

PUBLIC COMMENT ON AGENDA ITEMS: Public comments were received.

2021-69 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the July 12, 2021 Worksession and July 13, 2021 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. 2021 Justice Assistance Grant (JAG) Public Safety

SUMMARY OF REQUEST: Public Safety is seeking approval to enter into a Memorandum of Understanding with the County of Muskegon and Muskegon Heights and to apply for the allocated 2021 JAG grant funds.

Public Safety is seeking approval to enter into an MOU with the County of Muskegon and Muskegon Heights and to apply for the allocated 2021 JAG grant funds. This year's local JAG allocations to disparate jurisdictions in our county totals \$40,467. The City of Muskegon will continue to act as the fiduciary and receive \$21,901, the City of Muskegon Heights would be a subawardee and receive \$18,566 and the County of Muskegon would not receive funding. The County has approved the agreement. There is no match requirement for this

grant. Similar to past years, the City of Muskegon's portion of this grant will be used for this prosecution of city ordinance cases dealing primarily with neighborhood issues.

STAFF RECOMMENDATION: Approve the Memorandum of Understanding (MOU) and apply for the 2021 JAG grant funds.

D. Concession Agreement – So Ridiculously Delicious Public Works

SUMMARY OF REQUEST: Staff is asking permission to enter into a contractual agreement with Alisa Jordan of "So Ridiculously Delicious" at Reese Park.

Staff is asking permission to enter into a Concession Agreement for 2021 with Alisa Jordan of "So Ridiculously Delicious", at Reese Park. Commission from said Concession would be \$100.00 plus 5% of Gross Receipts.

STAFF RECOMMENDATION: Authorize staff to enter into a Concession Agreement with Alisa Jordan of "So Ridiculously Delicious" at Reese Park.

E. Public Works & Water Filtration Plant Roofing Public Works

SUMMARY OF REQUEST: Staff is seeking approval of a contract with Ostrander Roofing (Contracting) and Garland (Materials) in the amount of \$250,486.00 to repair one section of roofing at the Department of Public Works building and four sections of roofing at the Water Filtration Plant.

Staff solicited bids for roofing work at DPW and the Water Filtration Plant.

Included in the bids for DPW were a base bid of one (1) section (2A) and an alternate of two (2) sections (2A and 2B). Staff is recommending that we accept the base bid only at DPW due to the alternate being over our budget allotment. Staff will pursue the remaining needs at DPW in the next budget cycle. Amount requested for approval includes Base Bid for Section 2A, materials, freight, and replacement of wet insulation and edge metal.

Included in the bids for Water Filtration were a base bid for two (2) sections (#13 & #14) along with an alternate of four (4) sections (#1, #2, #13, & #14). Staff is recommending acceptance of the alternate bid as it provides the preferred option and within the allotted budget. Amount requested for approval includes Alternate Bid for Sections #1, #2, #13 and #14; materials, freight, and a miscellaneous dollar amount of \$15,000 to cover any of the identified line item work uncovered during the project.

AMOUNT REQUESTED: \$115,630.00 (642-60442-5700)

\$134,856.00 (591-92034-5700)

AMOUNT BUDGETED: \$120,000.00 (642-60442-5700)

\$150,000.00 (591-92034-5700)

FUND OR ACCOUNT: 642/591 As Noted.

STAFF RECOMMENDATION: Authorize staff to contract with Ostrander Roofing and Garland in the amount of \$250,486.00 for the roofing repairs at Water Filtration and DPW.

G. Michigrown – Consumption Event City Clerk

SUMMARY OF REQUEST: Michigrown is planning a first anniversary grand opening with music and entertainment at 331 W. Laketon from noon until 11 pm. The City Clerk's signature is required on the attestation for the event permit filed with the State of Michigan.

A detailed outline of the event is provided. This is an on-site cannabis consumption event. They do plan to provide live music at the event.

STAFF RECOMMENDATION: To authorize the Clerk to sign the attestation and approve live music at the event contingent upon a meeting and approve with the special event staff.

H. Assigning Delegates for MERS Conference Assistant Finance Director

SUMMARY OF REQUEST: The MERS plan document provides that "the governing body for each municipality shall certify the names of two delegates to the Annual Meeting. One delegate shall be a member who is an officer of the municipality appointed by the governing body of the municipality. The other delegate shall be a member who is not an officer of the municipality, elected by the member officer/employees of the municipality." The City's employee units previously agreed to a rotating system (based on date of joining MERS) to select one official employee representative. This year the official employee representative attending the MERS conference will be Maria Deephouse from the Clerical Unit.

AMOUNT REQUESTED: \$410 plus travel expenses

FUND OR ACCOUNT: 30202

STAFF RECOMMENDATION: To approve Jessica Rabe (Assistant Finance Director) as designated delegate to MERS Conference.

I. 1192 & 1194 Pine Lease Development City Manager

SUMMARY OF REQUEST: Staff is requesting approval to maintain ownership of the homes at 1194 Pine Street and develop lease agreements with new Muskegon Public School teachers seeking rental housing in the fall of 2021.

The city is in the midst of a renovation project on two houses 1192 and 1194 Pine Street which include one building with two three-bedroom units and one building with a single two-bedroom unit. Muskegon Public Schools has as many as 50 new teachers arriving this fall including 4 Spanish immersion teachers arriving from Spain. The expectation is that many of the new teachers will be looking for good rental options.

Staff prefer these new teachers live in the community where they are teaching. The city benefits by bringing young professionals into a core neighborhood, and the school district benefits by employing staff that understand the community where their students live.

The lead paint program could also use one or more of the units to house families while lead is abated in their homes. These families are currently placed in hotel rooms for weeks at a time with no access to a kitchen, laundry facilities, or places for their children to play.

Staff expects to earn \$3,750 in monthly rent from the three units. Staff intends to find a buyer for the property that will continue the established leases once we have proven the rental units are profitable.

STAFF RECOMMENDATION: Direct staff to develop lease agreements for the city owned property located at 1192 and 1194 Pine Street with new Muskegon Public Schools teachers in need of rental housing.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to accept the consent agenda as presented, except items E and F.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, and Ramsey

Nays: None

MOTION PASSES

2021-70 REMOVED FROM CONSENT AGENDA:

C. Special Event Fee Waiver – Increase the Peace Public Works

SUMMARY OF REQUEST: Kingdom Citizenz is seeking a Special Event Fee Waiver for their Increase the Peace event on August 15th, 2021.

Kingdom Citizenz and 103.7 The Beat are holding an event at Smith Ryerson Park to promote unity amongst the recent gun violence. They are asking their City fees be waived for their 2021 event. The estimated cost of their event is \$400. (\$225 Smith Ryerson Community Building Rental, \$75 Smith Ryerson Pavilion Rental, and \$100 Application Fee.)

STAFF RECOMMENDATION: Approve the request from the Kingdom Citizenz to waive up to \$400 in special event fees for the Increase the Peace Event.

Motion by Commissioner German, second by Commissioner Johnson, to approve the request from the Kingdom Citizenz to waive up to \$400 in special event fees for the Increase the Peace Event.

ROLL VOTE: Ayes: Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, Ramsey, and German

Nays: None

MOTION PASSES

F. New Standard Park Place – Consumption Event City Clerk

SUMMARY OF REQUEST: New Standard Park Place is proposing a New Standard's Halloweed Party event at 1922 Park Street, Muskegon, MI 49441 on October 30, 2021 from 7 pm to 12 am. The City Clerk's signature is required on the attestation for the event permit filed with the State of Michigan.

A detailed outline of the event is provided. This is an on-site cannabis consumption event. They are planning to sell up to 350 tickets and will provide live music.

STAFF RECOMMENDATION: To authorize the Clerk to sign the attestation and approve the event and live music contingent upon a meeting and approval with the special event staff.

Motion by Commissioner Emory, second by Commissioner Johnson, to authorize the clerk to sign the attestation and approve the event and live music contingent upon a meeting and approval with the special event staff.

Amendment: Motion by Commissioner Emory, second by Commissioner Johnson, to allow music until 11:00 p.m. rather than midnight as requested.

ROLL VOTE: Ayes: Johnson, Gawron, Hood, Ramsey, German, Rinsema-Sybenga, and Emory

Nays: None

MOTION PASSES

ROLL VOTE ON ORIGINAL MOTION:

Ayes: Emory, Johnson, Gawron, Hood, Ramsey, German, and Rinsema-Sybenga

Nays: None

MOTION PASSES

2021-71 UNFINISHED BUSINESS:

A. Amendment to Harbour Towne PUD Planning

SUMMARY OF REQUEST: Request for an amendment to the Harbour Towne Planned Unit Development to allow for a storage container to be placed at 3505 Marina View Point (Dockers).

A motion to recommend denial of the request was passed by the Planning Commission by a 5-2 vote at their June meeting. The City Commission then requested that the case go back to the Planning Commission after the owner works closer with the Harbour Towne Association. At the July 15 meeting, Barb Vukits, President of Harbour Towne Condominium Association, said that Harbour Towne wants Dockers to be successful, but they also want the area to be

maintained and look nice, not only for residents of Harbour Towne, but for all of Muskegon. They would also appreciate that unused equipment be stored appropriately and not left out in and around the restaurant. And they as that the structure that gets put there be architecturally consistent, not necessarily match Harbour Towne Condos, but something that would blend in to the surrounding architecture.

The Planning Commission unanimously (8-0, 1 absent) voted to send the issue back to the City Commission with the original recommendation (against the proposal).

STAFF RECOMMENDATION: To approve or deny the request for an amendment to the Harbour Towne Planned Unit Development to allow for a storage container to be placed at 3505 Marina View Point.

Motion by Commissioner Johnson, second by Commissioner Emory, to deny the request for an amendment to the Harbour Towne Planned Unit Development to allow for a storage container to be placed at 3505 Marina View Point.

ROLL VOTE: Ayes: Gawron, Hood, Ramsey, German, Rinsema-Sybenga, Emory, and Johnson

Nays: None

MOTION PASSES

2021-72 NEW BUSINESS:

A. Rezoning of 1128 Roberts Street Planning

SUMMARY OF REQUEST: Request to rezone the property at 1128 Roberts Street from R-1 Single-Family Residential Low Density to MC Medical Care, by Fresh Coast Alliance.

The Planning Commission unanimously (8-0, one absent) recommended approval of the rezoning and also unanimously approved the special use permit, contingent upon the rezoning approval by the City Commission. Please see the comments received before the Planning Commission meeting was held. These were all in favor of the proposal, however, none of them came from neighbors that were noticed by mail. There were a few neighbors at the meeting that were not in favor of the request.

STAFF RECOMMENDATION: To approve/deny the request to rezone the property at 1128 Roberts Street from R-1 Single-Family Residential Low Density to MC Medical Care.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to approve the request to rezone the property at 1128 Roberts Street from R-1 single-Family Residential Low Density to MC Medical Care. (No vote)

Motion by Commissioner Johnson, second by Commissioner German to table

this item.

ROLL VOTE: Ayes: Ramsey, German, Rinsema-Sybenga, Emory, Johnson,
Gawron, and Hood

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commissioner Ramsey talked about the Community Survey that was conducted and there was some discussion on how to get more participation.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 7:17 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 10, 2021	Title: Request to Fly Christian Flag
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: Michael Hansen is seeking approval to fly the Christian Flag at Muskegon City Hall the first week of May 2022, during the week of the National Day of Prayer.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the request by Mr. Hansen to fly the Christian Flag the week of the National Day of Prayer, the first week of May, 2022.	
For City Clerk Use Only: Commission Action:	

Michael J. Hansen
11264 Pond Road
Montague, MI 49437

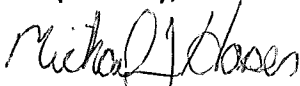
July 13th, 2021

City of Muskegon Commission,

I am writing this as a follow-up to the letter I sent to the attention of the Mayor, City Manager and the Commission on June 2nd, 2021. I have included the letter for your reference. As I did not receive a response to the first letter, I assume there is a protocol in place to request the use of the flagpole. As such, I would request the use of the flagpole to fly the Christian flag during the week of National Day of Prayer, the first week of May, 2022. I believe this will provide ample time for the Commission to approve the request. If there is a specific form that needs to be filled out to complete the request, please provide it using the enclosed self-addressed, stamped envelope. As stated in the first letter, I will provide the flag at no cost to the City.

I appreciate your time and your consideration in this matter and look forward to your response.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael J. Hansen", written in a cursive style.

Michael J. Hansen

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 10, 2021	Title: AutoPulse Resuscitation purchase using grant funds
Submitted By: Director Jeffrey Lewis	Department: Fire Department
Brief Summary: Fire Department has received a grant from the Firehouse Subs Public Safety Foundation to purchase an AutoPulse Resuscitation device.	
Detailed Summary: The Firehouse Subs Public Safety Foundation has awarded a grant for \$17,520.30 to purchase a Zoll AutoPulse Resuscitation System. The AutoPulse® Resuscitation System is a CPR machine that provides high-quality automated CPR to victims of sudden cardiac arrest. This is a no-match grant covering the total purchase price of one (1) Zoll AutoPulse and necessary accessories.	
Amount Requested: 0	Amount Budgeted: 0
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To authorize the fire department to accept the grant of \$17,520.30 from the Firehouse Subs Public Safety Foundation to purchase the Zoll AutoPulse device.	
For City Clerk Use Only:	
Commission Action:	

INTELLIGENT CPR

Customized compressions

The AutoPulse delivers compressions to the needs of each patient. Engineered to account for patient-to-patient variability, it automatically calculates the size, shape, and resistance of each patient's chest to achieve 20% anterior-posterior displacement.

Integrated care delivery

It's clear that the AutoPulse delivers high-quality CPR. And when ZOLL's ResQPOD® ITD (impedance threshold device) is used in combination with high-quality CPR, survival has been shown to increase by 25% or more, due to the reduction in intracranial pressure and increased blood flow to the brain.¹¹

Event data access

Through the AutoPulse board, event data is captured and can be downloaded to RescueNet® Code Review for debriefing of resuscitation events to improve future performance.

Designed to overcome the real-life challenges of delivering good CPR, the AutoPulse is made for resuscitation on the move.

The AutoPulse uses a load-distributing LifeBand® that squeezes the entire chest, so patients receive consistent, high-quality compressions that drive good blood flow.



WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 10, 2021	Title: Purchase request for (2) Fire Apparatuses to replace E23 & L41
Submitted By: Director Jeffrey Lewis	Department: Fire Department
Brief Summary: Purchase agreement with Halt Fire of Wixom to purchase (2) Fire Apparatuses to replace E23 & L41.	
Detailed Summary: Staff is requesting the Fire Department to enter into a purchase contract with Halt Fire of Wixom. E23 is a 2006 pumper with 128,758 miles & L41 is a 2006 75' aerial device with 100,074 miles. Buying two badly needed units gives us the ability to save the City \$45,000 with a dual apparatus purchase. Using the pre-payment option provided by the manufacture, Pierce Manufacturing of Wisconsin, the City will save an additional \$22,583.00. E23 and L41 will still be used as back up Fire Trucks when needed	
Amount Requested: \$2,063,361.00	Amount Budgeted:
Fund(s) or Account(s): TBD	Fund(s) or Account(s):
Recommended Motion: To approve staff to enter into a two-apparatus purchase agreement with Halt Fire of Wixom Michigan	
For City Clerk Use Only: Commission Action:	



PAYMENT METHOD INSTRUCTIONS

Electronic payment (Preferred option):

In order to avoid delays in the receipt and/or application of your remittance, we recommend you forward all payments electronically as follows:

PNC Bank of Wixom

Account name: Halt Fire, Inc.

49200 West Pontiac Trail

Routing number: 041000124

Wixom, MI 48393

Account number: 4252077774

Payment by check (Alternative option):

In the event that you wish to forward your remittance via check, please use the address below:

Please make checks payable to Halt Fire, Inc.

USPS, Fed-Ex, UPS

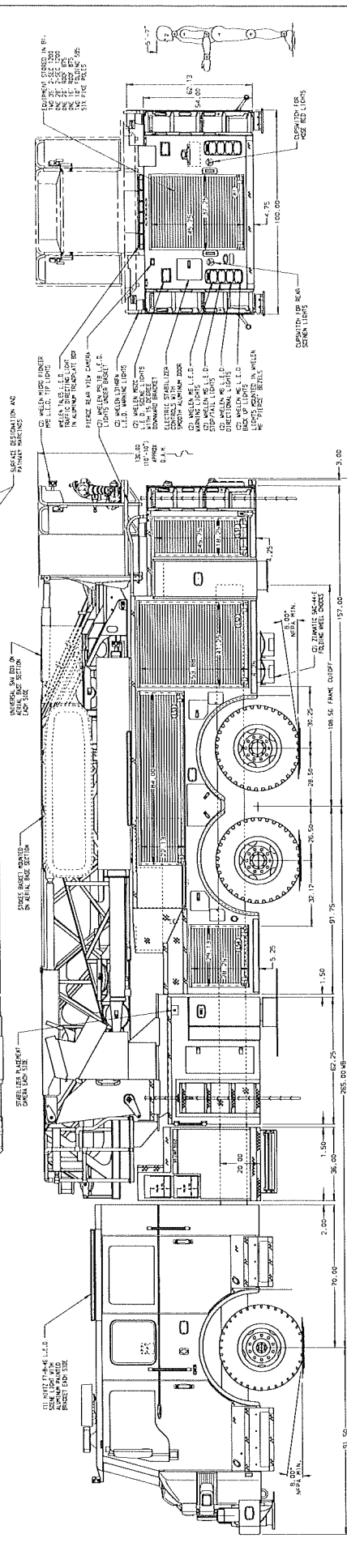
Halt Fire, Inc.

50168 West Pontiac Trail – Unit #5

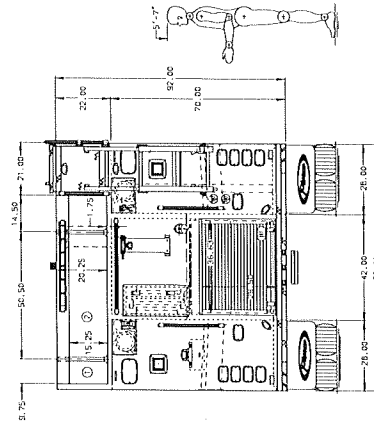
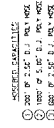
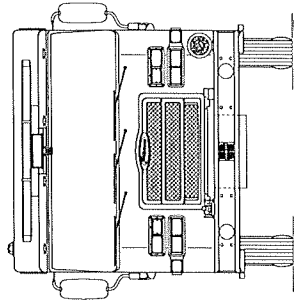
Wixom, MI 48393

50168 West Pontiac Trail – Unit #5
Wixom, MI 48393
Office: 248-669-0800 Fax: 248-669-8120



[illegible]





SIDE ROLL AND FRONTAL IMPACT PROTECTION



MANUFACTURING INC.



JOB NO.	PRELIM
SCALE	

NOTE
DIMENSIONS SHOWN ARE APPROXIMATE
AND ARE SUBJECT TO MINOR DEVIATIONS
AS MAY OCCUR OR BE NECESSARY IN
CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

[illegible]

From: Todd Russell [<mailto:russell@haltfire.net>]
Sent: Monday, August 02, 2021 3:47 PM
To: tcampanella@haltfire.net
Subject: Muskegon FD revised numbers for PO correction

Tom, here is the revised language for the Muskegon PO.

The fastest way would be for the City of Muskegon to issue a Purchase Order to Halt Fire, Inc. with the following numbers.

PO made out to Halt Fire, Inc. 50168 West Pontiac Trail, Unit #5 Wixom, MI 48393 If using the Prepayment option, Funds to be made out to Halt Fire, Inc.

Description:

One (1) Pierce Mfg. Ascendant 100' Mid Mount Tower, stock unit #35290	\$1,349,395.00
Tool Mounting Allowance for the 100' Mid Mount Tower	\$20,000
One (1) Pierce Mfg. Build to Order Enforcer Heavy Duty Rescue Pumper, Ref. Bid #1213	\$738,966.00
Pumper discount if both units are purchased at the same time	(\$45,000.00)
Total for both units.	\$2,063,361.00

Todd Russell
Sales Coordinator
Halt Fire
W 248-669-0800
F 248-669-8120
www.haltfire.net

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: January 14, 2020	Title: Lumberjacks Lease
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval of the fifth amendment to the lease agreement with WC Hockey. This amendment will add three additional five-year options for the team.	
Detailed Summary: We are proposing to provide WC Hockey with three additional five-year options.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s):	Fund(s) or Account(s): N/A
Recommended Motion: Approve the Agreement and authorize the City Manager and Clerk to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Fifth Amendment to Shared Use Agreement

This Fifth Amendment to Shared Use Agreement ("Amendment") dated effective July 1, 2021, is entered into between the **City of Muskegon**, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City") and **WC Hockey, LLC**, a Michigan limited liability company, of 13854 Simone Drive, Shelby Township, MI 48315 ("Lumberjacks") (collectively, the "Parties") with reference to the following facts:

Background

A. The Parties entered into a certain Shared Used Agreement dated effective July 1, 2019, as amended ("Agreement").

B. The parties desire to enter into this Amendment to extend the number of Option Terms the City grants the Lumberjacks.

Therefore, the Agreement is amended as follows:

1. **Paragraph 3. Term.** The initial term of the Agreement expired on June 30, 2021. The Lumberjacks have exercised their first of three five-year Option Terms. City grants Lumberjacks three additional five-year Option Terms following expiration of the third Option Term.

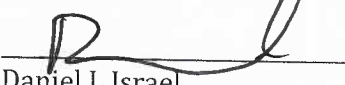
2. **Full Force and Effect.** Except as set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

3. **Counterparts/Electronic Signature.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same Amendment. Any signature delivered by a party by fax or email will be deemed to be an original signature.

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

The Parties hereto have executed this Amendment on the dates set forth below.

Lumberjacks - WC Hockey, LLC

By: 

Name: Daniel L Israel

Title: Manager

Effective Date: July 1, 2021

City - City of Muskegon

By: _____

Name: Franklin Peterson

Title: City Manager

Effective Date: July 1, 2021

By: _____

Name: Ann Meisch

Title: City Clerk

Effective Date: July 1, 2021

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 8/10/2021	Title: Sanitation Policy
Submitted By: LeighAnn Mikesell	Department: Development Services
Brief Summary: Staff is seeking approval of the included policy for establishing and reinforcing rules and regulations related to sanitation.	
Detailed Summary: Staff has developed a policy to govern the collection and disposal of residential refuse and ensure all neighborhoods within the city are maintained in a clean, orderly condition at all times for the health, safety, and welfare of the community.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: to approve the policy establishing rules and regulations related to sanitation.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



SANITATION RULES AND REGULATIONS

EFFECTIVE: DATE

PURPOSE

This policy is established to govern the collection and disposal of residential refuse and ensure all neighborhoods within the city are maintained in a clean, orderly condition at all times for the health, safety, and welfare of the community.

OPERATIONAL GUIDELINES FOR REFUSE

- All solid waste must be placed within sealed bags and deposited into a refuse collection cart provided by the city or its solid waste contractor. Fees for collection carts are set annually in the city's user fee schedule.
- Refuse collection carts shall be tightly sealed.
- Excess refuse that does not fit into the cart shall be bagged and requires a separate sticker. A maximum of 6 stickered items can be placed at the curb on collection day.
- Bulk items and household appliances require a sticker.
- Bags with stickers shall not exceed 30 pounds.
- Refuse can only be collected on a residential property for a period of 7 days.
- Scattered or uncontained refuse must be removed within 24 hours.
- Refuse collection carts shall be stored in a discreet location at least 10' behind the front face of the residence. If the property does not allow for the cart to be stored 10' behind the front face of the residence, the cart must be screened. Carts should not be visible from the street except when placed at the curb for collection.
- Refuse collection carts and additional sealed bags with collection stickers can be placed at the curb for pick up no earlier than 7:00 pm on the day before the designated collection day and not later than 6:00 am on the day of collection.
- All refuse collection carts must be returned to their discreet storage location by 7:00 am on the day after the designated collection day.
- No person shall place garbage in a refuse collection cart at an address other than their own.

OPERATIONAL GUIDELINES FOR RECYCLING

- All recyclable items must be deposited into a designated recyclable refuse collection cart provided by the city or its solid waste contractor.
- Follow current guidelines and be sure all items placed in the collection cart can be recycled and are accepted by the city or its contractor.
- Recyclable refuse collection carts shall be tightly sealed.
- Recyclable items can only be collected on a residential property for a period of 28 days. Additional carts can be issued for a fee.
- Scattered or uncontained recyclable items must be removed within 24 hours.
- Recyclable refuse collection carts shall be stored in a discreet location at least 10' behind the front face of the residence. If the property does not allow for the cart to be stored 10' behind the front face of the residence, the cart must be screened. Carts should not be visible from the street except when placed at the curb for collection.

- Recyclable refuse collection carts can be placed at the curb for pick up no earlier than 7:00 pm on the day before the designated collection day and not later than 6:00 am on the day of collection.
- All recyclable refuse collection carts must be returned to their discreet storage location by 7:00 am on the day after the designated collection day.
- No person shall place recyclable items in a refuse collection cart at an address other than their own.

AUTHORITY

Per article II, division 1, section 70-31, paragraph b of the city ordinance, the City Manager is authorized to make rules and regulations as deemed necessary to govern the collection and disposal of all refuse within the city so long as the rules do not conflict with the ordinance. These rules and regulations take effect upon approval by the City Commission.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 10, 2021	Title: ARP Infill Housing Program
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff has developed a Request for Qualifications and a draft Development Agreement for the ARP-funded portion of the in-fill housing program. Staff is seeking approval to release the RFQ broadly and begin discussions with respondents, with a goal of bringing development agreements to the City Commission for approval in September.	
Detailed Summary: Staff is recommending that the City Commission allocate \$5 Million from ARP stimulus revenue to accelerate the City's current infill housing program. Staff intends to use these dollars to leverage an additional \$5 Million in private investment by requiring each qualified developer to invest half the cost of construction. The proposed development agreement would include provisions to ensure affordability to buyers below 120% of the AMI by providing a more-robust down payment assistance program to income-qualified buyers. Note that the agreements specifically call out owner-occupied homes because we have the PILOT Infill Program currently focusing on rentals. Additionally, the agreements call out "single family" homes; this should be clarified to Commissioners that single-family homes can be either detached from other single family homes or attached to other single family homes (townhouses are an example of this).	
Amount Requested: \$5 Million	Amount Budgeted: \$0
Fund(s) or Account(s): State/Federal Grants	Fund(s) or Account(s): N/A
Recommended Motion: Allocate \$5 Million in ARP stimulus finds to the infill housing program and authorize the City Manager to broadly release the RFQ and identify qualified developers for the program.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

**REQUEST FOR QUALIFICATIONS
For
DEVELOPERS
TO CARRY OUT
SCATTERED-SITE SINGLE-FAMILY CONSTRUCTION ACTIVITIES**

DUE: 3:00 PM, August 31, 2021

I. INTRODUCTION

The City of Muskegon (“City”) invites qualified for-profit and/or nonprofit developers (“Developers”) with extensive experience in single-family real estate construction to submit their qualifications for the City’s Scattered-Site Housing Construction Program (“Program”).

The City has allocated American Rescue Plan (ARP) funds totaling \$5,000,000 to address the need for new housing in our community. The City will utilize these funds to help finance developers to construct market-rate single-family housing throughout our city on a 1 to 1 basis, providing 50% of the construction costs to the developer. 50% of the properties must be sold to homeowners earning less than 125% of the Area Median Income (AMI), as calculated for Muskegon County by the Michigan State Housing Development Authority effective April 1, 2021.

Each Developer selected will be required to enter into a Development Agreement with the City. A sample agreement is included as Attachment A as background information; the final form may differ. The City is requesting potential Developers to provide the following services:

- Acquisition of vacant residential lots
- Surveying and grading of building sites
- Construction of new residential buildings
- Asset management of sites during the development period
- Sales of constructed homes to eligible households
- Other eligible activity, as approved by the City

Respondents should transmit their submissions in hard copy only by U.S. Mail, express delivery or hand delivery to the following address by 3:00 PM August 31, 2021:

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

The number of Developers selected to participate in the program will be based upon available funding, capacity and qualifications of Developers, and volume of available properties.

Respondents will be notified of the City’s action on proposals within approximately 10 days of the submission deadline.

II. PROGRAM DESCRIPTION

The City of Muskegon currently owns in excess of 350 vacant buildable residential lots throughout our community. Our goal is to partner with developers to construct a variety of

homes on these sites. The program anticipates that the City and the developer will jointly invest in the construction, with the city's funds serving as a back stop to help ensure salability and profitability for the builders.

III. SCOPE OF WORK

A. The City desires to contract with one or more Developers to identify, acquire, manage, rehabilitate, construct and rent foreclosed, abandoned and vacant single-family residential properties per program requirements. In addition to the City's financial assistance the selected Developers may be required to provide leverage financing for rehabilitation, construction and property management. The selected Developers will be required to provide the services as described below and in the attached Standard Developer Agreement. These descriptions of services are not inclusive of requirements based on unforeseeable program changes initiated by the City or The US Treasury Department. All work items will be carried out in conjunction with City staff direction, input, and review.

1. Acquisition:

The city holds title to a number of tax-reverted or foreclosed residential lots. All of these will be available for selected developers to use for construction at a cost of \$1.00. The selected Developers may identify and acquire privately-owned vacant residential properties suitable for new home construction. These private acquisitions will be considered on a case-by-case basis.

2. Surveying and Grading:

The Developers will be required to survey each building site to ensure proper ownership and adequate ability to construct the proposed homes. All sites must conform with current building and zone codes.

3. Construction:

The Developers will be required to design and construct housing that fits into the character of the surrounding neighborhood. At minimum, each home must include:

1. A basement with 9-foot ceilings and one egress window.
2. One garage stall (attached or detached).
3. Two stories of residential living space.
4. One or more zero-step entry points.
5. 32-inch minimum clear passage doors on the first floor, including the entry doors.
6. One main floor restroom.
7. One main floor bedroom.
8. Energy efficiency requirements:
 - a. Minimum 96% efficient furnace.
 - b. Minimum 20-SEER efficiency central air condition.

- c. super high efficiency tankless natural gas water heater capable of delivering a minimum of 10 gallons per minute of hot water.
 - d. Double pane windows.
 - e. Attic insulation of with an R60 rating or higher.
 - f. 2x4 exterior wall construction with an R15 value or higher.
 - g. Ability to pass a high efficiency blower door test.
9. Exterior finishes that include minimum of 30-year architectural asphalt shingles, engineered wood siding, and a minimum of three inches of low maintenance trim surrounding each exterior window or door opening.
 10. Building lots cleared of all existing brush, fencing, and overgrowth; saving all mature trees that do not interfere with construction.
 11. Exterior site improvements that include a minimum of a concrete driveway two feet wider than the garage door opening, concrete sidewalks, sod lawns, inground sprinkling systems, a shielded location for garbage and recycling infrastructure, and a minimum of three-foot landscaped planting strip around the building structure(s). In lieu of a sod lawn, the developer may propose a heavily landscaped yard with a mixture of low maintenance native plantings and landscape materials.

4. Construction Pace

Developers will be required to break ground on all homes within 30 days of the signing of the Development Agreement. All homes must be complete with a certificate of occupancy within 150 days from signing of the Development Agreement.

5. Financing Provided by the City:

The City will provide selected developers with development financing as described in the Sample Development Agreement attached as Attachment A. In general, the City will finance 50% of the agreed-upon construction cost, payable as part of a monthly draw system as the structures are completed. The City will also finance any necessary down payment assistance that would result in the project's net sales revenue to be less than the actual cost of construction.

IV. SUBMISSION REQUIREMENTS

A. The Proposal Contents (see next page) will be the basis and outline for your response to this RFQ. Responses should follow the sequence indicated. If you cannot respond to an item, please indicate the reason.

B. Five (5) copies of the proposal must be submitted (one of the copies shall be unbound and paper clipped, suitable for copying with an automatic feed).

C. Only complete responses to this RFQ will be considered.

D. Each proposal submitted should include a cover letter and must be signed by an authorized representative of the company or organization.

E. All proposals must be delivered (via mail or hand-delivery) in a sealed envelope to: The Muskegon City Clerk's Office, 933 Terrace Street, Muskegon, MI 49440

F. Each envelope must be clearly marked and numbered if more than one envelope: RFQ FOR THE MUSKEGON ARP INFILL HUSING PROGRAM (ex.: Number 1 of 2, Number 2 of 2)

G. Questions pertaining to this RFQ should be directed to: Frank Peterson, City Manager via email at frank.peterson@shorelinecity.com

H. The City requires each respondent to submit a proposal that clearly addresses all of the requirements outlined in this RFQ and listed in the "Proposal Contents". Responses should follow the sequence indicated.

I. The respondent's proposal should emphasize a clear understanding of the Program and the necessary resources to perform the intended services. Responsiveness to the RFQ will be the principal basis for evaluation of each proposing organization.

J. All companies participating with the City will be expected to adhere to the program guidelines as established by the City.

V. PROPOSAL CONTENTS

The City requires each respondent to submit a proposal that clearly addresses all of the requirements outlined in this RFQ and listed in the "Items for Response". The proposal shall be limited to 10 pages. Company brochures, data and resumes may be added to the proposal provided that this information is located in an Appendix at the back of the proposal. Should the prospective Developer have concerns about meeting any requirements of this RFQ, the Developer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

The submitted proposal must include the following:

A. A cover letter expressing interest in the program signed by a person who can legally bind the organization. Please include in your letter the legal name of the organization, the organization's address, and the contact information (including email address) of the executive official and the person responsible for preparing the proposal. In the cover letter, include an estimate of the numbers of single-family homes that you have the capacity to construct in the period beginning October 1, 2021 and ending December 31, 2022.

B. A statement of general qualifications showing past experience with the same or similar type(s) of program.

C. A description of organizational capacity to carry out the proposed scope of work including an organization chart and the resumes of key personnel that will be assigned to assist in implementing the program (include resumes in an Appendix at the back of the proposal). If the respondent proposes to use any sub-developers as part of the development team, provide the resumes of the sub-developers and their role in the program. Include a description of prior experience with providing services or administering programs for the City.

D. A description of the respondent's experience in constructing single-family properties. Describe the single-family properties developed in the past 5 years, their addresses, sales prices, and types of financing used. Describe your approach to constructing infill housing, including how you plan to ensure your designs fit into the neighborhoods and your construction team interacts with existing neighbors.

E. Your most recent audited financial statements for your organization.

F. A description of the respondent's experience in marketing single-family homes for sale during the past 5 years. Describe the numbers of single-family properties listed and sold in the past 12 months, their general locations (specific addresses are not required), and typical sales prices. This information can be combined in a list or chart with the information required under V.D, above. If the developer does not propose to market and sell the units internally, provide this information for the proposed broker, along with the name and address of the organization and resumes of key staff.

G. A copy of your Workers Compensation and Liability Insurance policy binders indicating the limits, carrier and expiration date. A minimum of \$1 million per occurrence is required.

H. A statement of the Developer's intent and ability to employ Muskegon County suppliers, subcontractors, and laborers, including any existing relationships with any such organizations or individuals.

VI. PROPOSAL EVALUATION

The following is an outline of the procedures the City will use in the selection process:

A. A Selection Committee ("Committee"), composed of City staff, will be assembled to evaluate the proposals submitted by the respondents. The Committee may select a reasonable number of top-ranked respondents to be invited to appear before it to discuss their proposals. Said interviews, if held, will take place on a date and time to be determined.

B. The Committee will rank the respondents and recommend one or more developers to the City Commission for selection and negotiation of developer agreements.

C. The City reserves the right, without qualification, to reject all proposals and/or exercise discretion and apply its judgment with respect to any proposals submitted.

VII. CITY DISCRETION, NON-LIABILITY WAIVERS AND HOLD HARMLESS PROVISIONS

This RFQ does not commit the City or the City to pay any costs incurred in the preparation of a response. The City reserves the right to accept or reject any proposal in part or in its entirety. The City reserves the right to reject any and all proposals, and to waive any technical errors, irregularities, or discrepancies, if to do so is deemed to serve the best interests of the City or City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Developer to whom it is proposed to make such award. The City reserves the right to choose any number of qualified finalists. In addition, the City reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should the City determine, at its sole and absolute discretion, that such changes are necessary. The proposing entity, by submitting a response to this RFQ, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. Any subsequent changes to the RFQ from the date of issuance to the date of submittal may result in an addendum by the issuing office.

VIII. MINIMUM PROPOSAL QUALIFICATIONS CRITERIA

The minimum qualifications for proposals to be considered are as noted below. These qualifications are applicable to the respondent and any and all sub-developers and/or property management companies described in a proposal.

A. Business license requirements.

B. Meeting liability insurance requirements with the City and City as added insureds.

C. Meeting Worker's Compensation insurance requirements.

D. Demonstrated ability to successfully carry out the scope of work.

E. Identification of personnel, contractors and subcontractors.

F. Completeness of proposal.

IX. SELECTION CRITERIA

Proposals received which meet the minimum qualifications criteria will be ranked and rated by the Selection Committee based on the following criteria:

- A.** Qualifications of the proposed personnel and contactors to carry out the proposed program.
- B.** Numbers of single-family units developed in the past five years.
- C.** Financial capacity of respondent to carry out the proposed scope of work.
- D.** Financial feasibility of respondent's current single-family construction operations.
- E.** Proposed approach to carrying out the program.

ARP INFILL HOUSING DEVELOPMENT AGREEMENT

THIS ARP INFILL HOUSING DEVELOPMENT AGREEMENT (the “**Agreement**”) is made on the _____ day of _____, 2021, by and between the CITY OF MUSKEGON, a Michigan municipal corporation, whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the “**City**”) and _____, a Michigan limited liability company, whose address is _____ (the “**Developer**”).

RECITALS

A. The City of Muskegon has title ownership of numerous vacant properties throughout the city limits, as specified on attached Exhibit A (the “**Property**”).

B. The City of Muskegon intends to assist the Developer in constructing owner-occupied homes on the Property by investing 50% of the construction costs as specified on attached Exhibit B (the “**Construction Cost**”).

C. The Developer intends to develop _____ units of owner-occupied housing units on the Property, where no less than 50% of the units are allocated to buyers with income levels under 125% of the Area Median Income (AMI), as defined by the Michigan State Housing Development Authority (the “**Project**”).

NOW, THEREFORE, the parties agree as follows:

1. Project Completion.

a. Developer agrees to purchase the Property described in attached Exhibit A.

i. The Developer will be responsible for all survey work associated with lot line adjustments, except that City shall be responsible for all costs associated with creating tax parcels.

ii. City will waive or pay for all water and sewer connection fees, including suspending or waiving any existing moratoriums against providing such fee waivers. Developer shall be responsible for all other fees, specifically including mechanical, plumbing, electrical, and any other construction and building permit fees.

b. Operating Incentive. In exchange for the Developer's commitment to allocate 50% of the units to be sold to individuals with income levels less than 125% of Area Median Income, as defined by the Michigan State Housing Development Authority, the City agrees to provide an operating incentive to ensure such affordability as provided in Paragraph 3.

2. Income Restrictions.

The Developer shall be responsible for verifying buyer income to ensure his/her qualifications for any income-restricted units.

3. Shared Sales Benefit.

a. As an incentive to assist moderate income buyers, the City and the Developer may from time to time mutually agree to provide down payment assistance to buyers. In the event any units are sold to income-qualified residents with down payment assistance, resulting in the net sales revenue being less than the cost of construction, the City and the Developer agree to share the costs and benefits as follows: If collective net sales income of the approved houses is

less than 100% of the contractual construction cost, minus all sales commissions, closing costs, and down payment assistance, the City shall reimburse the developer 100% of the difference between the net sales income and the construction cost; and

b. As an incentive to attract qualified market rate buyers, the City and the Developer may from time to time mutually agree to sell a unit for more than the cost of construction. If collective net sales income of the approved houses is more than 100% of the contractual construction cost, minus all sales commissions and closing costs, the City and the Developer shall share the difference between the net sales income and the construction cost, with 60% distributed to the Developer and 40% distributed to the City.

c. City shall establish the “ARP Infill Housing Fund”. The City shall deposit \$5,000,000 from the State and Federal Grant’s Fund, which was created in part by stimulus funding from the Federal Government as part of the American Rescue Plan Act. All monies owed to the Developer by City pursuant to Recital B and Paragraph 3(a) shall be paid from the ARP Infill Housing Fund and all monies owed by the Developer to the City pursuant to Paragraph 3(a) shall be credited to the ARP Infill Housing Fund. On a monthly basis, Developer shall provide documentation, to City’s satisfaction, as to the amount City owes Developer and/or Developer owes City pursuant to Paragraph 3(a). Upon termination of this Development Agreement, all monies left in the ARP Infill Housing Fund shall revert to the City of Muskegon State and Federal Grants Fund, and any amounts owed to the Developer shall be waived. City shall have no obligation to reimburse Developer for any reason from any other City fund.

4. Vacancy Assistance.

During the first 45 days after completion of a home with a certificate of occupancy, and a least 45 days listed on the MLS at a price not more than 120% of the cost to construct, the

Developer shall be responsible for any vacancy losses. After the 45-day holding period the City shall reimburse the Developer for 100% of the Developer's approved construction costs. Any monies owed by City shall be taken from the Fund established in Paragraph 3(b) and from no other source of City monies. If the provisions of this Paragraph are not exercised by Developer, then City shall have the right to terminate this Agreement as to any building not under construction at the time the City provided notice of its intent to terminate this Agreement pursuant to this Paragraph. Both parties agree that a building will be considered under construction only after the foundation and/or building slab is in place.

5. Developer Opportunity to Purchase.

With a 30-day written notice from the Developer, Developer shall have the option to purchase any unit from the city by reimbursing the City with 110% of its original investment in the unit.

6. Term of Agreement.

a. The Developer's and City's obligations under this Agreement for any individual parcel shall terminate 60 days from the issuance of the original certificate of occupancy or upon a sale of the parcel (the "**Term**").

b. The construction of the housing units shall be completed within 150 days of the signing of this Development Agreement.

c. If Developer is not constructing units on the Property within 60 days of the signing of this Development Agreement, as evidenced by the failure to pull permits and complete construction in a timely manner, the Development Agreement shall terminate, after Notice as required by Paragraph 8, as to Parcels where Developer is not pursuing construction.

d. Should any court of competent jurisdiction find any portion of the Development Agreement void and/or prohibits City from funding any obligation provided in this Pilot Development Agreement, either City or Developer may terminate this Development Agreement with no consequences from the other party.

8. Notices.

All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall also be sent via e-mail and to the respective addresses set forth below:

To Seller: THE CITY OF MUSKEGON

Attn: City Manager

933 Terrace St.

Muskegon, MI 49440

With copy to: Parmenter Law

P.O. Box 786

Muskegon, MI 49443-0786

To Purchaser:

9. Assignment.

Developer and City shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created entity, provided however, that no assignment shall operate as a release of that party without the written consent of the other, where consent may be withheld in such other party's sole discretion.

10. Arbitration.

Any and all disputes, controversies, or claims arising out of, or in connection with or relating to this Agreement, or any breach or alleged breach thereof, shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, within a reasonable time after the claim, dispute, or other matter in question that arose where the party asserting the claim should have been reasonably aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of his or her own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

11. Entire Agreement.

This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

12. Non-Waiver.

No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

13. Headings.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

14. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

15. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. Binding Effect.

The provisions of this Agreement shall be binding upon and inure to the benefit of all the parties and their respective heirs, legal representatives, successors and assigns.

The parties have executed this Agreement on the date set forth above.

CITY OF MUSKEGON

By: _____

Its: _____

DEVELOPER

By: _____

Its: _____

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 8/10/2021	Title: 1095 Third Street Redevelopment RFP
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: Catholic Charities is in the final stages of relocating from their former offices at 1095 Third Street to their new location. The department has prepared a request for proposals for qualified developers to submit redevelopment plans for the commission's consideration.	
Detailed Summary: Over the past eighteen months, the Economic Development department has worked with Catholic Charities during their efforts to construct their new offices and relocate. During that time, several interested parties, both local and regional, have expressed interest in the building for mixed use, federal office lease space, pure residential, nonprofit, and a variety of other uses. The attached document reflects a request for proposals for the future of the site. Staff have recommended a focus on mixed use, with additional requested emphasis on residential in multiple modes and price points, activation of the additional lots adjacent to the building, and an active commercial street front on Third. The document is presented tonight for review and endorsement to ensure it aligns with commission's goals for the site.	
Amount Requested: \$0	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: A motion to endorse the Request for Proposals for the 1095 Third Street Redevelopment RFP as presented.	
For City Clerk Use Only: Commission Action:	

Request for Proposals

City of Muskegon, Michigan

1095 Third Street Redevelopment Project



Publication Date:

Submittal Due Date:

All Submittals to:

**City of Muskegon, attn. Jake Eckholm, Director of Economic Development
933 Terrace Street, Muskegon MI 49440**

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I. INTRODUCTION

The City of Muskegon is seeking developers with experience and capability building and implementing high quality mixed used developments. The City's objective is to negotiate and enter into an agreement with the selected developer to redevelop and manage an existing commercial/residential building and connected lots at 1095 Third Street, a 2 story city owned building adjacent to the Midtown commercial corridor in the Nelson neighborhood. The total development area is negotiable, but can be as large as 40,000 square feet of developable space. There is a large parking lot on Houston that could potentially incorporate additional residential units such as townhomes, and a small paved lot fronting Muskegon Avenue that could accommodate an additional commercial or residential building. The ideal proposal will include one or more commercial bays with ingress/egress to Third Street, as well as a housing component of mixed modes and price points. Outdoor seating areas and shared greenspace are highly encouraged.

The objective of this RFP is to determine the level of interest and number of qualified available developers for the concept identified above. Responses to this RFP should provide general ideas and strategies for the development of the site including resumes and relevant qualifications for the development team. The City will review qualification packages to select experienced and qualified developers to advance to the final selection process which may include a more detailed proposal leading to the selection of a preferred developer, and the eventual disposition of the development site through sale or lease under mutually beneficial financial terms. The City will look favorably on respondents that possess the capacity and interest to carry their development from concept to implementation, including design/build capability, aesthetically pleasing design concepts, access to capital, and management strategy.

The City of Muskegon has experienced significant growth and development in all sectors, including its traditional downtown corridors. The selected development team will successfully demonstrate how their concept will bring new and valuable offerings to this environment and what benefit their development will bring to the further redevelopment of the Muskegon community. The City will favorably review developments which satisfy the listed Areas of Interest, which are described in detail in the following section.

Depending on the number and quality of responses received, the City reserves the right to request additional information from some or all respondents, or to issue additional requests to advance the review process. This process does not obligate the City of Muskegon or any of its agents, assigns, or employees to select or negotiate with any development team or to accept offers which the City, in its sole judgment, determines not to be in the best interest of the City and its residents. Thank you for your interest in this development opportunity.

II. OVERVIEW OF DEVELOPMENT OPPORTUNITY

A. Site Description

The site is located on the corner of Muskegon Avenue and Third Street in the Midtown district of downtown Muskegon, Michigan. The building was formerly owned and operated as an office space for Catholic Charities, but is now publicly owned and has been vacant for several months as they transitioned to a new construction office space. The site has been extensively remodeled over the course of years, and features many non-load bearing interior walls that have carved up the building into several suites. The 2 floors and basement make up roughly 30,000 square feet, an engineered analysis has not been completed to determine a firm layout size. This redevelopment opportunity is adjacent and within walking distance to many key features and attractions in the downtown area, such as the Muskegon Farmers Market, Mercy Health Arena, Hackley Park, and the key shopping and dining district on Third Street and Western Avenue.

B. Zoning & Development Standards

The development site is within the City's "Main Street" Form Based Code District. Form based code focuses more on the aesthetic and design of the structure in question rather than the use, so as to create a more diverse, unique, and vibrant built environment. The Main Street FBC District is characterized by residential, commercial, and mixed use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. These buildings contain street level retail and restaurant uses with residential and office uses on the upper floors. This area also has a high level of transit service that can help off-set the need for off-street parking and promote walkability.

The following are generally appropriate form elements in this district:

- Attached buildings
- Small to Medium building footprint
- Building at the Right-of-Way
- No side setbacks under certain conditions
- Storefront frontages with transparency between the interior and public realm

C. Redevelopment Objectives

This RFP seeks and favors a creative developer of urban commercial and housing projects to construct a development that meets the following goals and objectives. The City's desired development of the site includes a diverse set of commercial bays that will serve as a further catalyst for gains in the consumer market share for the downtown corridor. It is also a goal of the City to create more ownership and rental housing opportunities in the downtown space, and so a residential development component for this site will be crucial to consideration and selection

of any proposal. The successful development proposal will incorporate forward-thinking approaches to urban design, architecture, and the public realm. Given the impacts of Covid-19 on the commercial real estate and financing markets, the city will consider residential-only proposals for the space. The City values a development that will bring additional amenities and opportunities for working, living, and recreating downtown, and as such the development should attempt to:

- Create either owner-occupied or rental housing opportunities at a variety of price points to encourage Midtown living.
- Create a dynamic urban destination that encourages commercial investments and takes into account the importance of the pedestrian environment.
- Create unique signing, merchandizing, and branding for the development.
- Create substantial positive economic value for the City by increasing the consumer attraction potential for the site and the Midtown district generally.
- Provide a source of permanent jobs for area residents through leasable or site condo commercial spaces.
- Interacts well with existing businesses, institutions and events.

D. Specific Areas of Interest

The City is specifically interested in a development which is capable of activating this important corner in the Midtown corridor. Currently there are several smaller commercial and residential areas in the downtown that do not organically connect to one another due to blank spaces in the street grid such as this site. The selected development should incorporate spaces and amenities that will liven up this section of the Midtown area with activated frontage and additional residents.

III. DESIRED DEVELOPER QUALIFICATIONS

The City is seeking responses from developers who are interested in undertaking the development concept described in this RFP. In this context, the terms “Developer” and “Developer Qualifications” apply to the development entity itself and the proposer’s professional team assembled to execute and manage the project. It is the City’s expectation that the site be repurposed and developed into a destination commercial/residential location immediately adjacent to the main downtown corridor. Although we reserve the right to select a development group with less experience, or non-traditional experience, the City is seeking a developer and supporting professional team that possesses a strong combination of the following qualifications and experience:

- Experience building, developing, and managing multi-story mixed use buildings, preferably in the West Michigan area.

- Experience in the adaptive reuse of a commercial space in a downtown or key commercial corridor.
- Experience operating and managing properties in an urban downtown setting including functions and services on land under easement or owned by a local municipality.
- Experience working with municipal government in business, community events, or other public/private collaborative ventures.
- Clearly defined qualifications regarding the design and buildout of unique commercial spaces, particularly in the retail, office, food service, and housing sectors.
- A concept offering spaces that will attract a diverse customer/resident base into the area.

IV. SUBMISSION FORMAT AND CONTENTS

Submittals must include one (1) original of the response, two (2) unbound hard copies and one (1) electronic copy (PDF) of the response. Every effort should be made to make proposals as concise as possible. Submissions must address the following sections in order to be considered complete and ensure consideration.

Section I – Qualifications and Experience - Cover Letter

RFP responses should include a cover letter providing an introduction to the company and resumes of the respondent's professional team and the firm's areas of expertise. The letter should clearly show how the development team meets the minimum qualifications as outlined in SECTION III of the RFP.

Section II – Proposed Development Vision and Program

Responses should describe the overall vision and a recommended development program to bring the concept to fruition. This section should include introductory plans regarding design, scope, buildout, theme, and other relevant details related to the proposed development. This section should also illustrate the desired timeline requested by the developer to implement the proposed project.

Section III – Conceptual Financial Structure/ Financial Stability

Provide a conceptual financial structure, including private sources of funding and a proposed structure for providing compensation for the City owned real estate (e.g., real property purchase, ground lease, other proposed site control agreement etc.) The City has significant flexibility with respect to disposition options and methods for compensation and as a result encourages and welcomes financial proposals which maximize the value of the resulting developments and their positive economic and community impacts to the downtown corridor. Justification for the use

of public fund contributions and proposed repayment mechanisms should be provided if public financing is included as part of the proposal.

Provide evidence of the developer's financial capability to undertake the project. Evidence should cover the last (5) years. If your proposal is being submitted by a partnership of two or more entities, provide evidence for each firm or individual that would be a part to the project. Suitable documentation includes audited or reviewed financial statements, partnership or corporation tax returns, bank or financial institution commitments, or other verifiable information demonstrating financial stability necessary to support a project of this scope. Submission of this RFP provides consent to the City or its assigns to confirm the information provided in response to this question.

All respondents will be required to allow the City to inspect and examine their company operating information and financial statements during the selection process. Each firm shall submit its legal firm name or names, headquarters address, local office addresses, state of incorporation, and key firm contact names.

V. EVALUATION CRITERIA

The City of Muskegon supports the further creation of a vibrant downtown and commercial/housing district to complement current and future downtown business enterprises. Accordingly, City staff will evaluate responses based on the criteria stated within this document. Given the uniqueness of the anticipated development, developer qualifications and experience will be assigned the greatest value including but not limited to the following;

- Developer qualifications and experience (as identified in Section of this RFP)
- Creativity and unique concepts in proposed development vision and program (as identified in Section IV of this RFP)
- Conceptual financial structure (as identified in Section IV of this RFP)
- Financial history/stability (as identified in Section IV of this RFP)
- Ability to attract a diverse clientele representative of the Muskegon community.

VI. RESPONSE DEADLINE

Responses to this Request for Proposals must be submitted (one original, two unbound copies, and one electronic copy) by no later than 5:00pm on Friday, October 22nd, 2021. Responses received after this date and time will not be considered. Please address responses to:

City of Muskegon

Attention: Ann Meisch, City Clerk (Ann.Meisch@shorelinecity.com)
933 Terrace Street
Muskegon, MI 49440

VII. INQUIRIES

Any inquiries regarding this Request for Proposals or the desired project generally, including site walkthroughs, must be submitted in writing via email. All such written inquiries must be submitted by 5:00pm on October 13th, no further inquiries will be accepted after this date and time. Inquiries should be submitted to:

Jake Eckholm
Economic Development Director
City of Muskegon, Michigan
Jake.Eckholm@shorelinecity.com

VIII. SELECTION PROCEDURE AND TIMELINE

After the submission deadline, responses to this RFP will be reviewed by city staff. Those shortlisted for further consideration will be invited to answer any requests for additional information or clarification of their submittal. A preferred developer will then be selected and recommended to the City Commission. Pending approval, all respondents will be notified of the outcome of the selection process. From this point the preferred developer will be asked to enter negotiations for more specific terms and obligations on behalf of both parties, the developer and the City. Upon successfully completion of these terms, the City and the developer will enter into a binding Development Agreement following final review and approval by the City Commission of the City of Muskegon.

The following is a preliminary schedule and general timeframe for the RFP response and selection process. Any and all of these dates are subject to change at the discretion of the City.

_____ RFP Issued

_____ Inquiries on RFP due by 5:00pm

_____ Responses to RFP due by 5:00pm

_____ Preferred Developer recommended to City Commission

_____ Negotiations between Preferred Developer and the City

_____ Development Agreement presented to City Commission for final approval

IX. EXHIBITS

A. Existing External Condition









B. Original Exterior Condition and Rendering of Potential Remodel





WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 10, 2021	Title: Designation of Voting Delegates for the Michigan Municipal League Annual Meeting
Submitted By: Ann Marie Meisch, City Clerk	Department: City Commission
Brief Summary: To designate, by action of the Commission, one of our officials who will be in attendance at the Convention as an official representative to cast the vote of the municipality at the Annual Meeting; and, if possible, to designate one other official to serve as an alternate.	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To appoint an official representative, Mayor Stephen J. Gawron, and alternate representative, City Clerk Ann Marie Meisch, to be in attendance and to cast the vote of the municipality at the Annual Business Meeting of the Michigan Municipal League Convention.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

July 2, 2021

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 Grand Rapids, September 22-24, 2021. The League's "Annual Meeting" is scheduled for 4:15 pm on Wednesday, September 22 in Ambassador Ballroom East at the Amway Grand 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 Drukis 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 20, 2021.

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 20, 2021.

We love where you live.



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 20, 2021**. 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.”

We love where you live.



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 Tuesday, September 21 at Amway Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



William Wild
President
Mayor, City of Westland



Daniel P. Gilmartin
Executive Director & CEO



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 10, 2021	Title: Community Relations Committee Recommendations
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: To appoint Virginia Taylor to the Zoning Board of Appeals and to concur with the District Library Board on the reappointment of three members.	
Detailed Summary: The CRC recommends appointing Virginia Taylor to the vacant position on the Zoning Board of Appeals – Term expiring 01/31/2023. Oneata Bailey, Kevin Huss, and Greg Borgman – Terms expiring 6/30/2025, will be reappointment to the District Library Board as recommended by the board.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To concur with the recommendation of the CRC and District Library Board on the appointment and reappointments.	
For City Clerk Use Only:	
Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 10, 2021	Title: Pedicab Ordinance
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: City Commission is being asked to consider an ordinance to allow and regulate Pedicabs. City Commission is also being asked to consider an amendment to allow consumption or possession of alcoholic liquors in parks and playgrounds while participating in a pedicab.	
Detailed Summary: The city has been approached by a person wishing to operate a party bike. Staff has worked with the city attorney and is proposing the Pedicab ordinance presented as well as an amendment to Chapter 58 Article I to allow consumption or possession of alcoholic liquors in parks and playgrounds while participating in a pedicab.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To adopt a new ordinance allowing and regulating Pedicabs and to amend Chapter 58 Article I of the City Code of Ordinances to allow consumption or possession of alcoholic liquors in parks and playgrounds while participating in a pedicab	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. ____

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 58 Article I of the Code of Ordinances of the City of Muskegon, Michigan, Section 58-1 is amended to read as follows:

Sec. 58-1 Consumption or possession of alcoholic liquors in parks and playgrounds.

- (a) Except within premises licensed pursuant to state law, the Greater Muskegon Jaycee's Launch Ramp, Grand Trunk Launch, Hartshorn Marina, Fisherman's Landing, or while participating in a pedicab, as licensed pursuant to Section ____, no person shall consume any alcoholic liquor or have in his possession an open receptacle containing any alcoholic liquor in any park or playground owned, operated or supervised by the city.
- (b) Any person who violates any provision of this section shall be responsible for a municipal civil infraction.

2. This Ordinance is to become effective ten (10) days after adoption.

Ayes:

Nays:

First Reading:

Second Reading:

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 _____, 2021, at which meeting a quorum was present and remained throughout, and 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.

Date: _____, 2021

Ann Marie Meisch, MMC
City Clerk

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 _____, 2021, the City Commission of the City of Muskegon 3a adopted Chapter 58, Article I, Section 58-1 of the Muskegon City Code, summarized as follows:

1. TO BE COMPLETED IN THE FUTURE

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.

Published: _____, 2021

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

DRAFT

07/2/21

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. ____

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter ____ Article ____ of the Code of Ordinances of the City of Muskegon, Michigan, Section ____ is adopted to read as follows:

Sec. ____ - Purpose.

The transportation of persons by means of pedicabs is a matter closely affecting the public interest. The public interest requires that pedicabs be fit for their intended purpose and that safety and welfare of passengers be protected in the operation of pedicabs and pedicab companies.

Sec. ____ - Definitions.

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

- (1) *Pedicab* means a multi-wheeled passenger vehicle that is moved by human power that is pulled, pushed or otherwise propelled by a person, which is used in the movement of passenger(s) on public right-of-way and shall include, but not be limited to, cycle-rickshaws, cyclos, velotaxis, trishaws, pedal pubs, biketaxis and any other pushcart or rickshaw-type vehicle or non-motorized passenger vehicle.
- (2) *Pedicab Owner* means any person who operates a pedicab.
- (3) *Pedicab Operator* means any person who operates a pedicab.

Sec. ____.- Operating Regulations.

No person shall drive or operate a pedicab for hire upon the streets, highways or thoroughfares of the City of Muskegon, and no person who owns or controls a pedicab shall permit it to be so driven or operated unless the pedicab company holds a valid and unrevoked Pedicab Company license issued under authority of this Chapter and operates in compliance with all of the requirements of this Section.

- (1) No person under the age of 18 shall operate a pedicab.
- (2) No person shall drive or operate a pedicab unless that person has a current valid Michigan driver's license.
 - (a) It shall be unlawful for any pedicab operator whose driver's license is currently suspended, revoked or denied or who has not been issued a valid, current Michigan driver's license to operate a pedicab. Each pedicab owner shall obtain a photocopy of each pedicab operator's driver's license prior to allowing the pedicab operator to operate the pedicab.
 - (b) Each pedicab owner shall maintain a continuously updated list of the names and residence addresses, dates of birth and current driver's license numbers of all its pedicab operators and shall be exhibited on demand of any police officer or other properly identified City employee who requests it.
- (3) No person shall operate, or cause to be operated, a pedicab in an unsafe condition.
- (4) All pedicab operators are subject to all applicable traffic safety laws, rules, and regulations.
- (5) Pedicabs are not permitted to park on public property except as follows:
 - (a) The City Manager may designate a portion of a public street, alley, plaza, park or similar public place as "pedicab stand" for the parking of pedicabs.
 - (b) A single pedicab may park temporarily at the curb only as long as necessary for passengers to board and exit the vehicle.
 - (c) In all cases, pedicabs shall be parked in a location that does not impeded pedestrian or vehicular traffic.
 - (d) Pedicab operators shall not stop to load or unload passengers or their belongings in the intersection of any street, crosswalks or in any manner or other location that would be considered unsafe. No pedicab shall load or unload in any such manner that will in any way impede or interfere with the orderly flow of traffic on the streets.
- (6) Fares must be agreed upon at the beginning of each trip.
- (7) No person shall use or permit or allow any pedicab to be used in, or to aid or abet, any illegal act.
- (8) No person shall operate or knowingly permit any other person to operate any pedicab under the influence of intoxicating liquor, any controlled, exhilarating or stupefying substance or of any combination of substances mentioned herein.
- (9) No person shall operate a pedicab when the number of passengers exceeds the number of available seats. No person shall operate a pedicab unless all passengers are seated in a seat designed for that purpose and using the seatbelt provided for in the seat.
- (10) Each pedicab owner shall adopt and operate a system for the collection, storage and return of personal property left in a pedicab.

Sec. ____ - Vehicle Regulations.

No person shall drive or operate a pedicab for hire upon the streets, highways or thoroughfares of the City of Muskegon, and no person who owns or controls a pedicab shall permit it to be so driven or operated unless the pedicab vehicle is in compliance with all of the requirements of this section.

(1) All pedicab owners must have each pedicab vehicle inspected by a bike mechanic prior to operation. All pedicab vehicles must be constructed for and have the structural integrity to support pedicab operations. Each pedicab vehicle must be equipped with the following:

- (a) *Tires.* Tires shall be of a size appropriate for the pedicab with no mismatched tires. There shall be no cuts to the tire, localized worn spots that expose the ply, or visible tread wear indicators.
- (b) *Operation bell or horn.* The pedicab shall be equipped with a fully operational bell or horn
- (c) *Brakes.* It shall be unlawful for a licensee to operate, or cause to be operated, a pedicab that is not equipped with front and rear braking system capable of being manipulated by the licensee or pedicab operator from his normal position of operation and is capable of causing a pedicab with full complement of permitted passengers to come to a complete stop within a distance of fifteen (15) feet from a speed of ten (10) miles per hour in a linear path of motion when each wheel of the pedicab is in contact with the ground on dry, level, clean pavement. The braking system controlling the rear wheels shall be hydraulic or mechanical disc or drum brakes which are unaffected by rain or wet conditions.
- (d) *Headlights, tail lights, mirrors, turn signals and other requirements.* Every pedicab shall be equipped with the operational equipment set forth in the subsections below:
 - i. A headlight capable of projecting a beam of white light for a distance at a minimum of three hundred (300) feet which shall be clearly visible during darkness and must be illuminated at all times during darkness.
 - ii. A side mounted mirror affixed to the pedicab to reflect to the pedicab operator a view of the street for a distance of at least two hundred (200) feet from the rear of the pedicab.
 - iii. A red tail light and brake light affixed to the rear of the pedicab which must be visible for a distance of at least five hundred (500) feet from the rear of the pedicab and must be illuminated at all times during darkness. Turn signals must be affixed to the front and rear of the vehicle.
 - iv. Reflectors placed on each wheel and at each corner of the body of the pedicab.

- v. Any other equipment required to comply with all applicable federal and state laws.
 - vi. A pedicab must not have any crack, broken or missing parts, or other visible damage. All wheels must be firmly attached to the hub of the vehicle and all springs, axels, and supporting structures of each pedicab vehicle must me in tact.
- (2) Each pedicab owner shall, at all times, keep each pedicab vehicle clean and free of refuse and in safe operating condition. Prior to the operation of any pedicab and at the beginning of each shift or each day of operation, the pedicab owner shall thoroughly inspect the pedicab for safe operating conditions. For any condition found then or at any other time that will prevent the safe operation of the pedicab, the owner shall immediately remove the pedicab from service and correct the condition before the pedicab is returned to service.
- (3) Each pedicab owner shall at all times maintain a policy of liability insurance in the minimum amount of two million dollars (\$2,000,000.00) for personal injuries, and property damage arising out of permitted operations. The policy shall directly protect the City of Muskegon, its officers and employees and agents as additional named insureds, and shall provide that the insurance be primary insurance and that no other insurance purchased by the City will be called on to contribute to a loss covered by said policy. The policy shall further provide ten (10) days' notice of cancellation or material change to the City's designated agent. Each owner and operator shall further agree to hold the City harmless for any liability or claim arising out of his or her operation that is not covered by the required insurance. Any deviation from the listed insurance coverage is subject to the approval of the City of Muskegon.
- (4) If a pedicab is involved in a crash, the pedicab operator shall immediately notify the pedicab owner and the police department and remain at the scene until the crash is investigated by the police. The pedicab owner shall submit a full written report on the condition of the pedicab vehicle to the City Clerk's office within 72 hours after the occurrence. Before operating the pedicab vehicle again, the pedicab owner shall have the vehicle re-inspected by a bike mechanic.

Sec. ____.- Application For Operating Permit.

- (1) The operating permit application form shall be prescribed by the City.
- (2) Any application that does not include all information requested by the application form or is not supported by the materials required by this Chapter shall be denied.
- (3) The application form shall require the following information:
 - (a) The applicant's full name and residence address;
 - (b) The applicant's date of birth;
 - (c) The applicant's Michigan driver's license number; and
 - (d) Such other information as the City may require.

- (4) The applicant shall provide the following material to complete the application;
- (a) Valid Michigan driver's license;
 - (b) Two recent color passport-sized photographs;
 - (c) Such other material as the City may require.

Sec. ____ - Pedicab Identification Number and Decal.

- (1) It is unlawful for any owner to lease, rent or allow a pedicab to be operated for hire without first having obtained a decal issued by the City. The decal shall be affixed on the lower left rear side of the pedicab.

Sec. ____ - Fees.

The annual license fee shall be _____.

Sec. _____. – Grounds For Denial, Suspension or Revocation of License.

Any license issued under this Chapter shall be subject to suspension or revocation by the City Clerk for violation of, or for committing, causing or permitting another to commit or cause a violation of any provision of federal or state law or this Code or for any grounds that would warrant the denial of such licenses in the first instance. Pedicab owners shall be jointly and severally responsible with the pedicab operators for any violation or any provision of federal or state law or this Code.

Prior to revocation of any license issued under this Chapter, the licensee shall be intitled to a hearing as provided for in Section 50-43 and 50-44 of this Code.

Sec. ____ - Preliminary Breath Test.

A peace officer who has reasonable cause to believe that a person is or was operating a pedicab upon a public highway or other place open to the public or generally accessible to a pedicab, including an area designated for the parking of vehicles, and that the person by the consumption of alcoholic liquor may have affected his or her ability to operate a pedicab may require the person to submit to a preliminary chemical breath analysis. A pedicab operator who refuses to take or fails to properly take a preliminary chemical breath analysis as required by this Section is a violation of this Code. In this instance, the pedicab operator will cease operations and coordinate with the pedicab company owner to retrieve the vehicle or replace the operator.

Sec. ____ - Penalty. (Need to decide which)

A violation of any provision of this Chapter shall constitute a Municipal Civil Infraction, which upon an admission or finding of responsibility shall result in a fine of \$_____.

OR

A violation of any provision of this Chapter shall be a misdemeanor punishable by a fine of up to \$500.00, or imprisonment for up to ninety (90) days, or both such fines and imprisonment.

2. This Ordinance is to become effective ten (10) days after adoption.

Ayes:

Nays:

First Reading:

Second Reading:

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 _____, 2021, at which meeting a quorum was present and remained throughout, and 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.

Date: _____, 2021

Ann Marie Meisch, MMC
City Clerk

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 _____, 2021, the City Commission of the City of Muskegon 3a adopted Chapter 58, Article I, Section 58-1 of the Muskegon City Code, summarized as follows:

1. TO BE COMPLETED IN THE FUTURE

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.

Published: _____, 2021 CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 10, 2021	Title: Representation – Opioid Litigation
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff is seeking authorization to enter into an agreement with Grabhorn Law Office and Haney Law Office to represent the city's interest in opioid litigation in the State of Michigan.	
Detailed Summary: There have been a series of litigation events related to the dispensing of opioids across the county. The result has been a number of class-action lawsuits and related settlements, with additional action likely to come in the near future. Staff is seeking permission to engage Grabhorn Law Office and Haney Law Office to represent our interests in the litigation as well as the settlement disbursements. There will be no direct cost to the city, as the fees will come from the settlements. Additionally, our actual settlements will not be reduced by the legal fees because a separate fund has already been established to cover all related attorney fees for all interested parties.	
Amount Requested: None at this time	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Manager to enter into the representation agreement as presented.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



LEGAL REPRESENTATION & ENGAGEMENT AGREEMENT

I. Attorney. Attorney means **Grabhorn Law Office, PLLC** and **Haney Law Office, P.C.**

II. Scope of Legal Representation. Client as indicated herein retains Attorney to perform legal services for claims related to and/or arising from the manufacture, marketing, distribution, sale, and dispensing of opioid medication in the State of Michigan (the “**Opioid Litigation**”). Except as provided below, Representation is limited to legal services performed to resolve Client’s claims.

The scope of this Agreement shall not include any judicial appeal on the merits where Client would be the Appellant (the losing party), unless subsequently agreed to in writing by Client and by Attorney, with Attorney having the first right of refusal with respect to representation. Attorney shall not be obligated to present Client as Appellant absent a mutually agreeable fee arrangement.

In the event of an appeal on the merits where Client is the Appellee (the prevailing party), the Section IV. Attorney Fee shall continue to apply, *see infra*.

III. Costs. Attorney shall advance Costs incurred on behalf of Client. Costs may include but are not limited to court fees, service of process, depositions, expert testimony, research, travel, printing, copying, scanning and postage. Costs shall be deducted from Client’s portion of any recovery after deduction of Attorney Fees. Subject to the additional terms of this Agreement, in the event a recovery is not obtained on behalf of Client, Client shall not be responsible for Costs incurred by Attorney.

IV. Attorney Fee.

(A) Contingent Fee. Client acknowledges and declines the option of paying Attorney Fees at an hourly rate. Client instead elects a Contingent Fee equal to **30.00% (thirty percent)** of all amounts paid or awarded to Client or on Client’s behalf (“Recovery”). Client agrees the Contingent Fee is reasonable and appropriate. Recovery includes but is not limited to lump sum payments, monthly payments, or a combination thereof. The Attorney Fee shall be calculated on the gross amount of any Recovery.

(B) Payment Terms. Client agrees to pay the Attorney Fee within fifteen (15) days after receipt by Client of any Recovery, whether receipt is actual or constructive over which the Client has control and/or access, with the Attorney Fee paid prior to any Recovery expenditure. Client agrees to execute all documents necessary to direct any Recovery be payable through Attorney's escrow account for apportionment between Attorney and Client.

(C) Attorney Lien & Assignment. The Attorney Fee, as well as the Costs advanced, shall constitute a contractual and a statutory lien upon any Recovery. Client irrevocably assigns to Attorney a portion of the Recovery equal to the Attorney Fee and Costs. Client hereby directs the party responsible for payment of the Recovery to pay Attorney Fee and Costs as set forth in this Agreement directly to Attorney.

Client Initials

(D) Court Ordered or Negotiated Attorney Fees and Costs. Client irrevocably assigns to Attorney any Court Ordered or Negotiated Attorney Fees and Costs. The entire amount of any such Court Ordered or Negotiated Attorney Fees and Costs shall be paid directly to Attorney, and the entire amount thereof shall be regarded as earned by Attorney. The Contingent Fee and Costs provided in Section III and Section IV(A) herein shall be reduced by an equal amount. In the event Court Ordered or Negotiated Attorney Fees and Costs exceed the Contingent Fee and Costs, the difference shall be deemed fully earned by Attorney.

V. Legal Authority. Client understands and agrees Attorney will exercise legal judgment and shall have full authority to determine legal strategy. Attorney has exclusive responsibility for all professional services. Client grants Attorney a limited power of attorney to execute all pleadings, filings, or documents necessary to advance and to protect Client's legal interest in the Opioid Litigation.

VI. Settlement Authority. Client understands and agrees any decision to settle its claim(s) in the Opioid Litigation shall be made by Client and Attorney in joint consultation. Attorney shall have the exclusive right to conduct all negotiations for settlement or compromise. However, no settlement shall be binding without Client's express approval and consent.

VII. Client Conduct. Client understands and agrees its active participation is critical to obtaining a favorable result and is a requirement of this Agreement. Client understands and agrees to cooperate with Attorney in: (a) providing documentation and other necessary information; (b) attending and completing any scheduled deposition, meeting, hearing, mediation, trial, or other event requiring Client's attendance; (c) keeping Attorney apprised of any changes in Client's status; and (d) completing documents or assisting Attorney as reasonably requested. Client understands and agrees to maintain contact with Attorney. If Client is out of contact with Attorney or fails to respond to attempts by Attorney to contact Client within a reasonable time (which is normally 5 days but may be less if a deadline is approaching), Client expressly authorizes Attorney to take such action as Attorney deems necessary and appropriate.

VIII. Termination of Representation. Representation shall terminate upon a final resolution of Client's claim(s) in the Opioid Litigation, subject to Article II herein. Representation may also be terminated by either party at any time and for any reason, subject to Sections III and IV herein. Attorney may withdraw from representing Client if the withdrawal can be accomplished without material adverse effect on Client's interests, or otherwise consistent with the Michigan Rules of Professional Conduct.

IX. Files and Documents. Client understands and agrees to Attorney's record retention policy as further defined herein. Attorney shall scan all documents into electronic format. Original documents in Client's possession and provided to Attorney for review shall be scanned and returned to Client. No paper files will be retained by Attorney. Upon written request from Client, after scanning into electronic format, Attorney shall forward to Client documents received on Client's behalf.

X. Client Warranties & Understanding. Client warrants, understands, and agrees to the following:

- Attorney represents other parties in the Opioid Litigation. Client knowingly waives any conflict of interest.
- Attorney has not made any representations, guarantees, or warranties

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concerning any potential outcome of the Opioid Litigation. Client has further been advised of the risks of litigation.

- Attorney is permitted to associate additional legal counsel in Attorney's discretion to assist in pursuing Client's claims in the Opioid Litigation. Any such association shall not affect Client's obligations under this Agreement.

XI. Construction and Severability: This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language and all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Client or Attorney. Should any part, term, or provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original, but which together shall constitute one and the same agreement. A copy of this Agreement, or any counterpart, shall be valid as an original.

XII. Enforcement: In any action by Attorney to enforce this Agreement, Attorney shall be entitled to recover actual damages incurred, reasonable attorneys' fees, expenses and costs.

XIII. Entire Agreement: This Agreement constitutes the entire agreement between Client and Attorney. Client represents and certifies Client has carefully read and fully understands all provisions and effects of this Agreement, Client is voluntarily entering this Agreement, and Client acknowledges Attorney (including Attorney's employees, agents or representatives) has not made any promise or representation other than as expressly set forth in this Agreement. This Agreement may be modified only by a written instrument signed by both Client and Attorney.

XIV. Receipt of Agreement: Client hereby acknowledges receiving an executed copy of this Agreement.

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On behalf of Client: _____ Frank Peterson, City Manager City of Muskegon, Michigan _____ Date Signed	On behalf of Attorney: _____ Michael D. Grabhorn, Managing Member Grabhorn Law Office, PLLC _____ Date Signed
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Client Initials