CITY OF MUSKEGON

CITY COMMISSION WORKSESSION

March 10, 2025 @ 5:30 PM

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

- ☐ **CALL TO ORDER:**
- ☐ **NEW BUSINESS:**
  - **A.** **Social Media Use Policy and Guidelines** Community Engagement
  - **B.** **Act 425 Shared Jurisdiction Agreement with Fruitport Township** Economic Development
  - **C.** **Beach Shuttle Service Recommendation** Manager's Office
  - **D.** **Western Market Operations Update** Economic Development
  - **E.** **Definition of Family & Single Room Occupancy** Planning
  - **F.** **SeeClickFix** Community Engagement
- ☐ **PUBLIC COMMENT:**
- ☐ **ADJOURNMENT:**

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE CITY OF MUSKEGON AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

To give comment on a live-streamed meeting the city will provide a call-in telephone number to the public to be able to call and give comment. For a public meeting that is not live-streamed, and which a citizen would like to watch and give comment, they must contact the City Clerk's Office with at least a two-business day notice. The participant will then receive a zoom link which will allow them to watch live and give comment. Contact information is below. For more details, please visit: www.shorelinecity.com
The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following:

Ann Marie Meisch, MMC. City Clerk. 933 Terrace St. Muskegon, MI 49440. (231)724-6705.
clerk@shorelinecity.com

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2025	**Title:** Social Media Use Policy and Guidelines
Submitted by: Deborah Sweet, Community Engagement Manager	**Department:** Community Engagement

Brief Summary:

Detailed Summary & Background:
The City of Muskegon does not currently have a social media policy. This is a new policy to outline use and guidelines for city employees and officials.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:
2027 Goal 3: Community Connection

Amount Requested:
$0

Budgeted Item:

Yes		No	x	N/A		

Fund(s) or Account(s):
N/A

Budget Amendment Needed:

Yes		No	x	N/A		

Recommended Motion:
N/A

Approvals:

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

Guest(s) Invited / Presenting:

No

SOCIAL MEDIA USE POLICY AND GUIDELINES

DATE: 12/30/24

PURPOSE/OVERVIEW

This document defines the social networking and social media policy for the City of Muskegon, the "City." To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, municipalities may consider using social media tools to reach a broader audience.

The purpose of this Social Media Use Policy and Guidelines (the "Policy") is to establish protocols for the use of social media by City of Muskegon officials and employees**.** The objective is to ensure that communications made on behalf of the City are properly authorized, appropriately formatted, and comply with legal standards, particularly in light of legal rulings such as Lindke v. Freed, 601 U.S. 187 (2024).

SCOPE

This Policy applies to all social media use by or on behalf of the City of Muskegon, including but not limited to staff, public officials, committees, and departments. The Muskegon Police Department employees shall default to their approved policies regarding social media.

Official Social Media accounts (as defined below) that are created and/or maintained by individuals, committees, or departments of the City require prior approval from the City Manager or their designee and shall comply with this Policy.

Official City Business includes any activities related to policy development, delivery of public services, community engagement, compliance and enforcement of laws and regulations, and administrative tasks.

PERSONAL VS. PROFESSIONAL GUIDELINES

PERSONAL USE

All City employees may have personal social media sites. These sites shall remain personal in nature and be used to share personal opinions or non-work-related information. Following this principle helps ensure a distinction between sharing personal and City views. City employees shall not use their City e-mail account or password in conjunction with a personal social media site.

The following guidance is for City employees who decide to have a personal social media account and who decide to comment on or share posts about official City business:

1. Use a disclaimer such as: "This is the personal page of [official/employee]" or "the views expressed are strictly my own and do not reflect or represent the views of my employer."
2. Employees shall not use or disclose, any information, photographs, video, or other recording obtained or accessible as a result of employment or appointment with the City without the express authorization of the City Manager or their authorized designee.
3. Employees may share or repost official City information, such as updates on leaf pickup, City events, public meetings, emergency notices, and other relevant announcements, to help keep the community informed.
4. If a personal social media page is used for any official City related discussion, the entire personal social media page, regardless of any personal views, is subject to the oversight and enforcement outlined in this Policy including local, state, and federal laws, and may be subject to Michigan's Freedom of Information Act (FOIA).

PROFESSIONAL USE

All official City-related communication through social media shall remain professional in nature and should always be conducted in accordance with this Policy and the City's Community Engagement Handbook. Official City social media pages shall not be used for political purposes, to conduct private transactions, or to engage in private business activities. Inappropriate use of official City social media can be grounds for disciplinary action. Only individuals authorized by the City may publish content to a City website or City social media account.

Official City Individual Professional Page: A social media account managed by an individual in a City leadership role (e.g., City Manager, Public Works Director), specifically for official communication related to their position and responsibilities within the City. The professional page represents the individual's role in a formal, City-affiliated capacity, and is distinct from their personal page. Content shared on this page should be professional in nature, non-partisan, adhere to public records and confidentiality regulations, and reflect City priorities and policies.

Eligible Individual Professional Pages Include:

- Mayor
- City Manager
- Division Heads (Public Works, Public Safety, Finance & Administration, and Development Services)
    - Division Heads are only authorized to speak on behalf of City functions that pertain to their division.

Official City-Controlled Page: An official social media account owned and managed by the City, representing the City as a whole, its departments, or specific initiatives. City-controlled pages are used to provide public information, promote community events, and communicate City services. All content must maintain neutrality, and comply with legal standards for public communication, including accessibility, records retention, and privacy policies.

REGISTERED PAGES

All official City social media sites including Official City Individual Professional Pages shall be listed on one page on the City's website. The link to that webpage is: https://muskegon-mi.gov/social-media-accounts/

The Official City Individual Professional pages listed on this website or their authorized designee may utilize social media on behalf of the City.

REGISTERING A NEW PAGE

All official City social media sites shall be (1) approved by the City Manager or designee, (2) published using approved social networking platforms and tools, and (3) be administered by the approved staff member(s).

The City Manager and/or their designee, and the IT department, will be granted administrative access to all City social media pages, including Official City Individual Professional pages.

DEREGISTERING AN EXISTING PAGE

If a social media page is no longer of use, (1) notify the City Manager or designee, (2) ensure records have been archived according to City guidelines, (3) set a timeline for deactivating the account (4) Develop a farewell message to post on the account that includes when the account will be closed and where followers can go for information in the future (5) Consult with the Community Engagement Manager to determine whether to protect the account name by keeping it active to prevent use of the City's name for improper purposes. If a decision is made to protect the account name, take all necessary action to do so (6) unpublish or delete the page, (7) update the list of official social media accounts listed online on https://muskegon-mi.gov/social-media-accounts/.

Considerations for Deregistering:

- Considerations for deciding whether to deregister a City social media account may include, but are not limited to:
- Merging an account into another City social media account.
- It is no longer needed to accomplish a department's goals.
- It does not align with the City's mission, vision, or values.
- It does not comply with these procedures.
- It is not currently being used or is being underutilized with no original posts for at least 60 days.
- It is not being monitored.

OVERSIGHT AND ENFORCEMENT

Employees and elected officials representing the City through social media outlets or participating in social media features on City websites shall maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in City social media sites or other social media features.

Information shall be presented following professional standards for good grammar, spelling, brevity, clarity and accuracy, and avoid jargon, obscure terminology, or acronyms. Official social media sites shall be clear and precise and follow industry best practices for posting updates. All content posted to City social media should be:

1. Relevant – Information that engages residents and pertains to their daily lives
2. Timely – Pertains to deadlines, upcoming events, or current news
3. Actionable – Prompts residents to take action
4. Informative – Posts should encourage residents to visit a specific City webpage for additional details, resources, or updates related to the content shared.

Content and messages City employees and elected officials post on social media websites are public and must be cited as official statements on behalf of the City. Social media shall not be used to circumvent other City communication policies, including news media policy requirements. City employees or elected officials shall not publish information on any social media sites that include:

1. Confidential information
2. Copyright violations
3. Profanity, racist, sexist, or derogatory content or comments
4. Partisan political views
5. Commercial endorsements or SPAM

Time of Use: City social media accounts are not monitored 24/7, and as such, posts and responses should not be immediately expected. Accounts are traditionally monitored during normal business hours, designated as Monday-Thursday from 7:30 a.m. to 5:30 p.m., excluding holidays.

COMMENT AND PRIVATE MESSAGE GUIDELINES

Official Social Media pages shall decide and be consistent with their commenting and private message guidelines. Whether comments or private messages are allowed or not, the pages shall remain consistent.

If comments are turned off on one post, they shall always be turned off on all posts when possible. Acknowledging that the "comment off function" is manual, and happens after the post is made, there is potential for a comment to be posted before the comment function is turned off. If that happens and one comment is made, continue to turn the comments off. If the comment function is accidently not turned off and many comments are made, leave the commenting feature on for that post.

Pages that allow comments may reply to comments or questions as long as it's following archiving rules and this policy. It's encouraged that comments link back to information on an official city website. Refer to the "Moderation of Third-Party Content" section for commenting removal guidelines.

SOCIAL MEDIA ACCOUNT AUDITS

Annual audits of account activity and the effectiveness of the content being posted will be performed by the Community Engagement Manager in collaboration with the staff managing the page(s).

The Department Director, or their designee, should confirm that City social media content moderation is regularly occurring to ensure that sites are active, that content is engaging, and that content posted in violation of this policy is handled appropriately.

For purposes of this policy, "active" refers to a page having been posted to at least once weekly; and "engaging" refers to views, reach, and interaction with the posts.

RETENTION

Social media sites are subject to local, state, and federal laws, including Michigan's Freedom of Information Act (FOIA). Any content produced or maintained on the City's social media sites, including communication posted by the City and communication received from citizens, is a public record.

The Information Technology Department shall preserve records under the relevant records retention schedule in a format that preserves the integrity of the original record and is easily producible. Furthermore, the retention of social media records shall fulfill the following requirements:

1. Social media records are captured in a continuous, automated fashion throughout the day to minimize the potential loss of data due to deletion and/or changes on the social networking site.
2. Social media records are maintained in an authentic format (i.e. ideally the native technical format provided by the social network, such as XML or JSON) along with complete metadata.
3. Social media records are archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.
4. Social media records are indexed based on specific criteria such as date, content type, and keywords to ensure that records can be quickly located and produced in an appropriate format for distribution (e.g. PDF).
5. Each employee who administers one or more social networking sites on behalf of the City has self-service, read-only access to search and produce relevant social media records to fulfill public information and legal discovery requests as needed.

The City utilizes an automated archiving solution provided to comply with applicable public records law and fulfill the above record retention requirements. The City's archive is available through the Information Technology Department.

EXTERNAL POLICY

The following guidelines shall be displayed to users on all social media sites or made available on the City's website and be linked on social media pages.

Time of Use: City social media accounts are not monitored 24/7, and as such, posts and responses should not be immediately expected. Accounts are traditionally monitored during normal business hours, designated as Monday-Thursday from 7:30 a.m. to 5:30 p.m., excluding holidays.

MODERATION OF THIRD-PARTY CONTENT

This City social media site serves as a limited public forum and all content published is subject to monitoring. The City's social media platforms are intended primarily for one-way communication of City information. Two-way communication should be discouraged where possible.

Social media is not to be used for emergency communications with the City, such as reporting crimes or hazardous conditions. Such reports shall be made through designated official channels such as 911.

Under no circumstance should users be blocked from City social media accounts. If suspicious activity is noted, staff should report it directly to the social media platform.

User-generated posts (comments) will be rejected or removed (if possible) when the content:

1. Contains obscenity or material that appeals to the prurient interest
2. Contains personal identifying information or sensitive personal information
3. Is threatening, harassing, defamatory, fraudulent, or discriminatory
4. Incites or promotes violence or illegal activities
5. Contains information that reasonably could compromise individual or public safety
6. False or misleading commercial speech or SPAM

PUBLIC RECORDS LAW

City social media sites are subject to applicable public records laws. Any content maintained in a social media format related to City business, including communication posted by the City and communication received from citizens, is a public record. The Department maintaining the site is responsible for responding completely and accurately to any public records request for social media content.

Document edit notes

Action	Person	Date	Change
New	Deborah Sweet	2/17/25	New policy

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2025	**Title:** Act 425 Shared Jurisdiction Agreement with Fruitport Township
Submitted by: Jake Eckholm, Development Services Director	**Department:** Economic Development

Brief Summary:
A portion of the former West Shore Correctional Facility site that we have been infilling as an addition to the Port City Industrial Park sits in Fruitport Township. We are proposing a legal agreement that is available for cities per Act 425 which will allow both parties to collect a portion of their millage rates, thereby making development of the site in the City's interest.

Detailed Summary & Background:
For several years we have focused on attracting businesses to the areas of the industrial park expansion that were already in our corporate limits. Now that we have programmed all of that property it is time to get the remaining 28 acres of the site under our jurisdictional control. The Act 425 Agreement is the most common avenue for two municipal bodies to work out a deal for shared taxes and jurisdictional authority without having to go through the expensive and often contentious annexation process.

The attached agreement sets the terms, which allows for Fruitport to collect 3.5 mills, and the City of Muskegon to collect the balance of our 12.85 mills less the Fruitport share. It also dictates that we split the burden of any tax abatement on the site, and allows the city to assess it's local income tax.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:
2027 Goal 2: Economic Development Housing and Business

Amount Requested: N/A	**Budgeted Item:** Yes ☐ No ☐ N/A ■
Fund(s) or Account(s): General Fund	**Budget Amendment Needed:** Yes ☐ No ☐ N/A ■

Recommended Motion:
Motion to approve the 425 Agreement as presented, and to authorize the mayor and clerk to sign.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

CONTRACT FOR CONDITIONAL TRANSFER OF JURISDICTION

Fruitport Charter Township

City of Muskegon

THIS CONTRACT, effective January 1, 2025, between the FRUITPORT CHARTER TOWNSHIP, located at 5685 Airline Road, Fruitport, Michigan ("Fruitport") and the CITY OF MUSKEGON, 933 Terrace Street, Muskegon, Michigan ("Muskegon") (collectively the "parties"), is entered into by the parties on the following terms:

Recitals:

A. An economic development project, as defined in Act 425 of the Public Acts of 1984 of the State of Michigan ("the Act"), being MCL Section 124.21 et., seq., has commenced on property in Muskegon and additional development is proposed on certain property located in Fruitport and Muskegon and containing the corporate boundary between the parties. The property to be transferred into the corporate boundaries of Muskegon is presently in Fruitport and owned by Muskegon (the "Transferred Area").

B. The parties have considered in formulating this Contract the following factors which they deem relevant to the economic development project and their decision to enter into this Contract:

(1) Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; and the past and probable future growth, including population increase and business, commercial and industrial development in the area to be transferred. Comparative data for the

transferring local unit and the portion of the local unit remaining after transfer of the property shall be considered.

(2) The need for organized community services; the present cost and adequacy of governmental services in the area to be transferred; the probable future needs for services; the practicability of supplying such services in the area to be transferred; the probable effect of the proposed transfer and of alternative courses of action on the cost and adequacy of services in the area to be transferred and on the remaining portion of the local unit from which the area will be transferred; the probable change in taxes and tax rates in the area to be transferred in relation to the benefits expected to accrue from the transfer; and the financial ability of the local unit responsible for services in the area to provide and maintain those services.

(3) The general effect upon the local units of the proposed action; and the relationship of the proposed action to any established city, village, township, county, or regional land use plan.

C. The parties have determined that the economic development project qualifies under the Act as the type of project, which is eligible for the conditional transfer contemplated by this Contract.

THEREFORE, THE PARTIES AGREE:

1. **Transferred Area**. The Transferred Area, which is the subject of this conditional transfer Contract, is described in Exhibit A.

2. **Transfer Of Jurisdiction**. Fruitport hereby transfers and Muskegon consents to the transfer of governmental jurisdiction from Fruitport to Muskegon of the Transferred Area for

the term of this Contract. The Transferred Area shall, for all purposes, be within the jurisdiction of Muskegon.

3. **Services**. The said transfer of jurisdiction shall include the transfer of all governmental powers. Muskegon shall provide all public services to the Transferred Area in connection with its exercise of jurisdiction, except any existing mutual aid or automatic aid agreements. Muskegon and Fruitport emphasize the following:

3.1 The Transferred Area is zoned _____. Muskegon shall have jurisdiction over zoning of and shall have the authority to rezone the Transferred Area.

3.2 The Transferred Area shall receive services on the same basis and for the same fees and to the same extent as Muskegon provides within its legal limits. The rates, fees and charges, if any, for all such services shall be as established by Muskegon.

3.3 Muskegon will provide water and sanitary sewer services on the same basis and for the same fees and to the same extent as other property located within Muskegon.

3.4 The Transferred Area shall be within the legal limits and jurisdiction of Muskegon for purposes of special assessments.

3.5 Any natural persons residing within the Transferred Area shall be entitled to vote on the same basis as all other natural persons residing within Muskegon.

4. **Term**. This Contract shall terminate at 11:59 p.m. on December 31, 2074. However, no later than January 1, 2074Muskegon and Fruitport shall commence negotiating, in good faith, an extension of this Contract for an additional 50 years. Termination prior to the conclusion of the term shall occur only for cause as set forth below. Upon expiration of the said

term, including any extension, or termination of this Contract for cause pursuant to Paragraph 9.1, jurisdiction over the transferred area shall revert to Fruitport.

5. Approval of Contract. Each legislative body shall hold a public hearing pursuant to Section 4 of the Act. In the event either legislative body adopts a resolution calling for a referendum on the transfer, pursuant to Section 5 of the Act, the other party may immediately rescind its offer to enter into the Contract by written notice. In the event petitions are filed under Section 5 of the Act, for referendum, the parties shall each have the same right of rescission.

Upon execution of this Contract, Muskegon shall provide an original of this Contract to the County Clerk of Muskegon County and to the Michigan Secretary of State. This Contract shall become effective January 1, 2025.

Muskegon and Fruitport understand and agree that there may be the need to file additional documents to give full effect and to fully implement this Contract. If requested by one party, the other party shall cooperate in the preparation and execution of any requested documents.

6. Sharing of Taxes and Revenues. In connection with the levying of taxes, regardless of the type of tax, the City shall pay to Fruitport a payment in lieu of taxes as follows:

6.1. Real and Personal Property Tax. To the extent that any property within the Transferred Area is tax exempt from ad valorem real or personal property taxes, as opposed to having an abatement, Fruitport shall receive no monies for that property.

Muskegon shall levy and collect ad valorem taxes on the Transferred Area and issue tax bills to that effect. Muskegon shall return to Fruitport an amount equal to 3.5

mills times the taxable value of the Transferred Area. Payments shall be made on or about March 31, 2025~~5~~6 and March 31 in all subsequent Tax Years.

If after the March 31 payment from Muskegon to Fruitport is made and Muskegon is for any reason required to refund all or a portion of those taxes to the property owner, the County of Muskegon, or others, Fruitport shall promptly repay to Muskegon Fruitport's pro rata share of any such tax refund and interest due on the tax refund or Muskegon may deduct the amount from future payments by Muskegon to Fruitport, in Muskegon's sole discretion.

Muskegon shall be entitled to retain any other ad valorem real or personal property, any industrial facilities taxes, payment in lieu of taxes, and any other taxes or fees from and against the Transferred Area, above the 3.5 mills to be paid by Muskegon to Fruitport.

6.2 Tax Abatements. Muskegon may, in its sole discretion, grant tax abatements to any development in the Transferred Area. To the extent that Muskegon grants one or more tax abatements, the tax abatement shall be shared by Muskegon and Fruitport equally (i.e. the percentage reduction granted by Muskegon shall apply equally to the tax receipts of both Muskegon and Fruitport and from the Transferred Area).

6.3 Local Income Tax. Muskegon shall impose and collect a local income tax on businesses located in the Transferred Area, natural persons working in the Transferred Area, and residents of the Transferred Area. Muskegon shall retain all revenue generated by the Muskegon income tax.

6.4 Revenue. All other revenues of whatever nature, State shared revenues from taxation of any kind, special assessments, fees, charges, or other monies attributable to the Transferred Area shall inure to the benefit of Muskegon.

7. Muskegon Commitments. Muskegon shall cooperate with Fruitport to seek and secure available funding, from whatever source, to defray the cost associated with the improvement in the Transferred Area.

8. Commitments and Representations by Fruitport.

8.1 Representations Concerning Transferred Property. Fruitport covenants and represents that it has not pledged any revenue from or anticipates any revenue from the Transferred Area to meet any Fruitport obligations or any obligations of any entity that it created or controls, other than as provided in this Contract. Fruitport represents and covenants that there are no special assessments that have been levied against the Transferred Area. Fruitport represents that no entity is collecting any tax increment revenues from the Transferred Area.

8.2 Fruitport agrees to provide to Muskegon copies of all its records as to property taxation, planning and zoning, and all other municipal matters which pertain to the Transferred Area.

8.3 Fruitport certifies to Muskegon that there are no Fruitport employees whose employment terms are or will be affected by this Contract, and no provision need be made for such employees.

9. Termination for Cause; Annexation; Detachment.

9.1 Prior to the conclusion of the term of this Contract, termination may occur for failure of either party to perform as required by this Contract. In the event either party determines to invoke its right to terminate the Contract, it shall serve, by first class mail, a notice

of intent to terminate, setting forth the reasons therefor. Upon receipt of the said notice, the other party shall have a period of one hundred eighty (180) days to cure any claimed violation of the Contract and thereby avoid termination. In the event of termination before the conclusion of the term of this Contract, the Transferred Area shall be returned to Fruitport and its jurisdiction.

9.2 Prior to the conclusion of the term of this Contract, including any extension, Muskegon and its employees acting in their official capacities shall not, without prior written consent of Fruitport following action by its Township Board, initiate, maintain, encourage, sponsor or otherwise participate in any efforts to annex the Transferred Area . If a property owner initiates any such action, Muskegon and its officers and employees acting in their official capacities shall maintain a neutral stance with regard to any such actions.

9.3 Prior to the conclusion of the term of this Contract, including any extension, neither Fruitport, nor any employees acting in their official capacities shall, without Muskegon's prior written consent following action by its City Commission, initiate, maintain, encourage, sponsor or otherwise participate in any efforts to detach property from Muskegon's jurisdiction. If a property owner initiates any such action, Fruitport and its officers and employees acting in their official capacities shall maintain a neutral stance with regard to any such actions.

10. **Liability**. Fruitport shall be responsible for any claims relating to municipal jurisdiction and operations in the Transferred Area occurring prior to the effective date of this Contract, regardless of when the claim is made. Muskegon shall assume all liabilities for municipal jurisdiction and operations in the Transferred Area occurring on or after the effective date of this Contract.

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

13. **No Third Party Beneficiary**. This Contract shall benefit only the parties to this Contract, and not any third party.

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

(remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Contract.

Signed in the presence of:

CITY OF MUSKEGON

_____ By_____
Ken Johnson, Its Mayor

_____ and_____
Ann Marie Meisch, Its Clerk

Dated:_____

TOWNSHIP OF FRUITPORT

_____ By_____
Todd Dunham, Its Supervisor

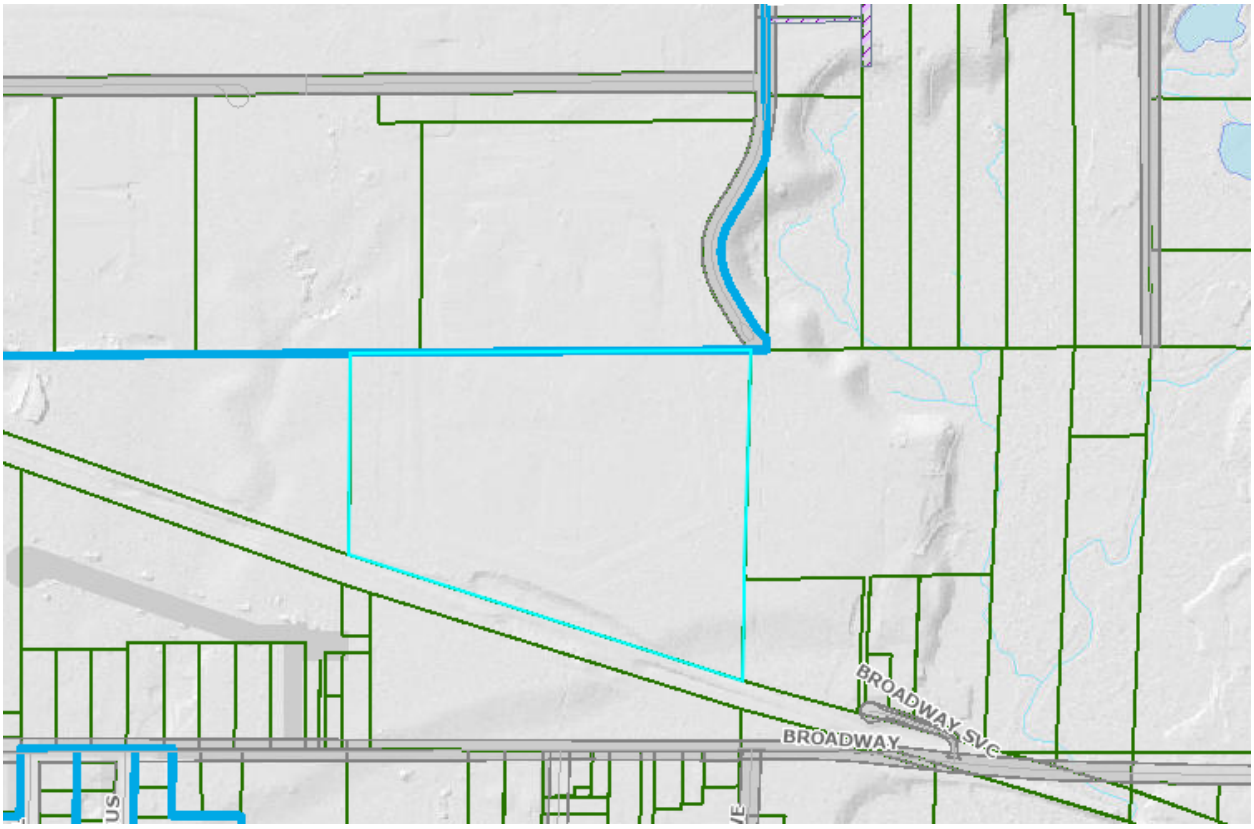
_____ and_____
Andrea Anderson, Its Clerk

Dated:_____

4892-6466-0687 v3 [60864-232]

EXHIBIT A

TRANSFERRED AREA



Property Tax Description:

Property exempt from Ad Valorem taxes and assessed on the Special Act Roll pursuant to PA 261 of 2003 expiring 12/30/2024. FRUITPORT CHARTER TOWNSHIP SEC 2 T9N R16W THAT PART OF NW 1/4 OF NE 1/4 LYING NELY OF RR ROW 26.76 AC (STATE PRISON)

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2025	**Title:** Beach Shuttle Service Recommendation
Submitted by: LeighAnn Mikesell, Deputy City Manager	**Department:** Manager's Office

Brief Summary:
Staff will share their recommendation for the proposed beach shuttle service.

Detailed Summary & Background:
Staff has investigated options for transit service to and among our beaches. Proposals were made by Muskegon Area Transit and Pioneer Resources. Details can be found in the packet.

The first is a beach circulator option where transit service will circulate among Harbour Towne, Margaret Drake Eliot, Pere Marquette, Beachwood, and Kruse Parks.

The second option is a downtown to beach connector providing connection from Downtown and Lakeside to Pere Marquette Park. Each end of the route is further serviced by transit through the beach circulator and regular MATS operations/routes.

Staff recommends contracting with MATS for the beach circulator and with Pioneer Resources for the downtown to beach connector. Costs for the service will be borne by beach parking revenue. Staff also recommends conducting surveys during the summer service to understand how it is received and what changes should be considered for the future.

During the buy one, get one beach pass sale, 2071 passes were sold, and 2061 were provided free of charge.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:
2027 Goal 1: Destination Community & Quality of Life - Improved transportation connections throughout the community

Amount Requested: $39,500 to be budgeted in FY 25/26	**Budgeted Item:** Yes ☐ No X N/A ☐
Fund(s) or Account(s): 101-772-801	**Budget Amendment Needed:** Yes ☐ No X N/A ☐

Recommended Motion:
Presentation Only

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

Beach Shuttle Service Recommendation

February 2025

Service Dates:	May 23 to August 31
Service Hours:	Fridays and Saturdays, 11 am to 8 pm
	Sundays, 11 am to 6 pm
Vehicle Type:	Small bus that accommodates 16 seats or 3 wheelchairs and 6 seats
Customer fare:	$0

Beach Circulator Option

MATS Proposal Details

Stops:	Harbour Towne Beach
	Silversides Museum
	Margaret Drake Eliot Park
	Oval Parking Lot
	Kite Shack Parking Lot
	south of Filtration Plant
	Beachwood Park
	Kruse Park entrance
	Kruse Picnic Area
Frequency:	2-3 times per hour at each stop, not timed
Flex Zone:	Alternate pickup/drop off with request by 4 pm Fridays
Restrictions:	No unaccompanied minors under 12 years of age, no pets
Cost:	$14,400

Pioneer Resources Proposal Details

Stops:	Harbour Towne Beach
	Silversides Museum
	Margaret Drake Eliot Park
	Oval Parking Lot
	Kite Shack Parking Lot
	south of Filtration Plant
	Beachwood Park
	Kruse Park entrance
	Kruse Picnic Area
Frequency:	2-3 times per hour at each stop, not timed
Restrictions:	None unless challenges arise
Cost:	$25,100

Recommendation

Contract with MATS for a cost of $14,400

The service proposed by MATS and Pioneer Resources is essentially identical, and the cost for MATS is much less.

Downtown to Beach Connector Option

MATS Proposal Details

Stops:	Herman Ivory Terminal
	Delta Hotel
	Shoreline Inn
	Samaritas Apartments (Spring and Clay)
	Bayview Towers
	Hartford Terrace
	Jefferson Towers / Ten21
	Berkshire Muskegon
	Muskegon Museum of Art
	Hackley Public Library
	Nelson Place
	Hackley Hume Site
	Convention and Visitors Bureau
	Lakeside
	Lakeshore Drive near Sherin St.
	Beach Street Parking Area (on two-way road segment)
	Margaret Drake Elliot Park Area (on two-way road segment)
	Silversides Museum Parking Area
Frequency:	2 times per hour at each stop, timed, brief layover at Herman Ivory Terminal
Flex Zone:	Alternate pickup/drop off with request 2 hours in advance
	Downtown flex zone bounded by
	Muskegon Lake, Spring St., Hartford/Houston Ave., 7th St.
	Lakeshore flex zone bounded by
	Muskegon Lake, Southern Ave., Montgomery Ave., Ruddiman Creek
	Lakeside flex zone bounded by
	Muskegon Lake, Ruddiman Creek, Harrison Ave., Sherin St.
Restrictions:	No unaccompanied minors under 12 years of age, no pets
Cost:	$45,000

Pioneer Resources Proposal Details

Stops:	Downtown Transit Center
	Lakeside
	Pere Marquette Beach
Frequency:	2-3 times per hour at each stop, not timed
Restrictions:	None unless challenges arise
Cost:	$25,100

Recommendation

Contract with Pioneer Resources for a cost of $25,100

The Pioneer Resources proposal provides a more efficient route for a lower cost. By locating the downtown stop at the terminal, access is provided to transit users from points further east and south. The location is also near public parking lots that visitors can use. The simpler route gives a chance to test the need for a downtown to beach connector. Modifications to the route can be contemplated after data is collected from users.

Total expected cost for 2025: **$39,500**
Projected revenue increase for 2025: **$460,000**

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2025	**Title:** Western Market Operations Update
Submitted by: Jocelyn Hines, Development Analyst, Contessa Alexander, Development Analyst	**Department:** Economic Development

Brief Summary:
As of 2025, the Economic Development Department has taken over operations of the Western Market.

Detailed Summary & Background:
The Economic Development Department has assumed responsibility for operating the Western Market Chalets. We extend our appreciation to the City Clerk's Office for their previous efforts in making the Market a success.

As of February 27, 2025, we have received applications from eight (8) returning vendors and seven (7) new vendors. The Market will continue to serve as a business incubator space, and we are implementing new initiatives to support vendor success.

Key Updates & Initiatives:

- **Business Development Support:**
  - Partnering with Northern Initiatives to provide a business skills assessment for each vendor.
  - Engaging a consultant to facilitate three (3) business workshops to enhance vendor success.

- **2025 Market Season Schedule**
  - May 24 – August 30: Thursdays 11am-5pm, Fridays 11am-5pm, and Saturdays 10am-4pm
  - June 1, 8, 15, & 22: Sundays 11am-4pm
  - August 31 – September 30: Fridays 11am-5pm, and Saturdays 10am-4pm
  - October 1 – October 31: Saturdays 10am-4pm

- **Vendor Rental Fees for 2025:**
  - **90 sq. ft.** – $1,450 (3+ years: $1,750)
  - **120 sq. ft.** – $1,925 (3+ years: $2,325)
  - **150 sq. ft.** – $2,350 (3+ years: $2,825)

Fee Structure Updates:

In 2024, we introduced common area maintenance (CAM) fees to offset the increasing costs of maintaining public spaces, utilities, and restroom facilities. At the March 11, 2025 Commission meeting, we will request an update to the Western Market user fees to:

- Include CAM fees
- Eliminate air conditioning and additional electricity fees

This presentation serves as an informational update to keep the City Commission informed of the operational transition, vendor support initiatives, and proposed fee adjustments. No immediate action is required, but we welcome any questions or feedback from the Commission.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:
2027 Goal 2: Economic Development Housing and Business - Improved customer service and streamlined business development processes

Amount Requested:
N/A

Budgeted Item:

Yes	X	No		N/A		

Fund(s) or Account(s):
N/A

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:
N/A

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2025	**Title:** Definition of Family & Single Room Occupancy
Submitted by: Mike Franzak, Planning Director	**Department:** Planning

Brief Summary:
The zoning ordinance defines a family as anyone related by blood or marriage plus two other unrelated people. This definition has remained largely unchanged for nearly 100 years and has created many non-conforming situations, most of which go unnoticed. Staff would like to discuss amending this definition to align more with today's evolving living situations. This would also be a good time to discuss a Single-Room Occupancy ordinance, which allows multiple people to rent single rooms within a house and share amenities within the home.

Detailed Summary & Background:

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:
2027 Goal 2: Economic Development Housing and Business

Amount Requested:
N/A

Budgeted Item:

Yes		No		N/A	X	

Fund(s) or Account(s):
N/A

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		

Guest(s) Invited / Presenting:

No

Legal Review			

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 10, 2025	**Title:** SeeClickFix
Submitted by: Deborah Sweet, Community Engagement Manager	**Department:** Community Engagement

Brief Summary:
Staff have implemented SeeClickFix, a 311 tool by CivicPlus, and after months of data preparation, system integration, and staff training, we are now reviewing progress and planning a multi-year contract proposal between now and May.

Detailed Summary & Background:
What is SeeClickFix?
A 311 solution by CivicPlus® that enables residents to report issues, request services, share feedback, and engage with local government.
Helps local governments streamline workflows, increase transparency, and enhance accountability.
Encourages collaboration between residents and government to maintain a clean, safe, and well-functioning community.

Background & Implementation Progress:

- CivicPlus is an existing vendor for the City, providing tools like agenda management for City Commission and Municode.
- The City Manager signed a one-year contract in June 2024 for just under $25,000 to implement SeeClickFix.
- A cross-departmental team has worked to:
    - Compile and categorize service request data.
    - Identify request types and integrate GIS files.
    - Develop a marketing campaign and public engagement strategy.
    - Align the system with other workflow management tools.
    - Train managers and frontline staff.
    - Finalize a launch plan to ensure a smooth rollout.

Today's Purpose:

- Demonstrate the work completed so far.
- Showcase key features and functionality of SeeClickFix.
- Provide an updated launch timeline.

Next Steps:

- Staff will return with a formal proposal for a multi-year contract to continue using the tool later

this month.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:
2027 Goal 3: Community Connection

Amount Requested:	**Budgeted Item:**
	Yes ☐ No ☐ N/A ☐
Fund(s) or Account(s):	**Budget Amendment Needed:**
	Yes ☐ No ☐ N/A ☐

Recommended Motion:

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

Yes