

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 26, 2022 @ 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:**
Women Veterans Day
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk**
 - B. Request to Fly the Norwegian Flag City Clerk**
 - C. MERS 457 Supplemental Retirement Program Finance**
 - D. Health and Dental Care Renewal Finance**
 - E. Procure Contractors 2022 Community and Neighborhood Services**
 - F. Request for Proposal Approvals Community and Neighborhood Services**
 - G. Traffic Control Order #74 Traffic/Engineering**
 - H. Traffic Control Orders #75, #76, & #77 Traffic/Engineering**
 - I. Camp at Burning Foot Public Works**
 - J. Roberts Street Water Tower Painting Public Works**
 - K. Sale – 1065 James, 266 Meeking, 270 Meeking, 280 Meeking, and 290 Meeking Planning**
 - L. Musketawa Trail Project – Change Order #003 DPW/Engineering**
- ☐ **PUBLIC HEARINGS:**
- ☐ **UNFINISHED BUSINESS:**

A. **CSX Agreement** City Manager

B. **Amendment to the Ride Muskegon Agreement** City Manager

☐ **NEW BUSINESS:**

A. **Exspiravit Consumption Events** Public Works

B. **Downtown Muskegon Social District Plan and Map Amendments/Fee Restructure** Economic Development

☐ **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.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 26, 2022	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the March 22, 2022 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

MARCH 22, 2022 @ 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, Michigan at 5:30 p.m., Tuesday, March 22, 2022. Pastor Ryan Plantz, Evanston Avenue Baptist Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Ken Johnson, Vice Mayor Willie German, Jr., Commissioners, Teresa Emory, Rachel Gorman, Rebecca St.Clair, Eric Hood, and Michael Ramsey, Deputy City Manager LeighAnn Mikesell, City Attorney John Schrier, and City Clerk Ann Meisch.

HONORS, AWARDS, AND PRESENTATIONS:

Pulaski Lodge Recognition

Director Lewis and Police-Community Coordinator, Ryan Cummins, recognized Pulaski Lodge for creating a \$225,000 fund at the Muskegon Community Foundation to perpetually support the annual Public Safety Youth Fishing Derby. Mayor Johnson presented Pulaski Lodge President, Mike Cameron, with a plaque and resolution recognizing and thanking them for this donation.

PUBLIC COMMENT ON AGENDA ITEMS: Public comments were received.

2022-26 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the February 22, 2022 Regular Meeting and the February 28, 2022 Special Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Beukema Park Pavilion Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to contract with Muskegon Quality Builders for the construction of a new pavilion at Beukema Park.

Staff worked with the Marquette Neighborhood to develop an RFP for the

construction of a new pavilion at Beukema Park. Staff then solicited bids for the construction of the specified pavilion one(1) bid was received for the project from Muskegon Quality Builders.

- Muskegon Quality Builders - \$69,000.00

Staff reviewed the bid packet and consulted with a landscape architect to confirm that the bid pricing was appropriate given that only one bid was received. Staff is comfortable that the bid is complete and appropriately priced for the work scheduled to be completed.

Construction would be scheduled for this spring/summer with a target completion date to allow for use of the pavilion during the National Night out in August.

AMOUNT REQUESTED: \$69,900.00 AMOUNT BUDGETED: \$700,000
Less Reese Playground = \$364,600
Less Beukema Playground = \$220,568.25
Remaining = \$114,831.75

FUND OR ACCOUNT: 101-92126-5346

STAFF RECOMMENDATION: Authorize staff to contract with Muskegon Quality Builders in the amount of \$69,900.00 for the construction of a new pavilion at Beukema Park.

C. Pavement Markings Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to contract with Michigan Pavement Markings, LLC for pavement marking services throughout the City during the 2022 construction season.

The Muskegon County Road Commission regularly bids the installation of pavement markings for many municipalities in the County, including the City, and has done so again in 2022. The County received two bids; Michigan Pavement Markings, LLC was the low bidder and the County has awarded them a contract.

Traditionally, the City has had linear pavement markings refreshed throughout the entire City each spring, and this year requests \$25,525.00 to do so again, as detailed on the pricing sheet.

This year, the Laketon corridor from Lakeshore to Creston, also needs to have the “special” markings refreshed (left turn arrows, crosswalks, stop bars, etc.) at a cost of \$13,020.00 as detailed.

The City regularly has reason to perform miscellaneous marking to change problem areas, to remark areas destroyed by construction work, and to refresh fading markings late in the season. Staff requests a 25% contingency on the

contract (\$9,636.25) to cover these costs.

AMOUNT REQUESTED: \$48,181.25 AMOUNT BUDGETED: \$48,181.25 (FY22-23)

FUND OR ACCOUNT: 202-60440-5346 FUND OR ACCOUNT: 202-60440-5346

STAFF RECOMMENDATION: Authorize staff to contract with Michigan Pavement Markings, LLC in the amount of \$48,181.25 for pavement marking services throughout the City during the 2022 construction season.

D. Street Sweeping Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to contract with Tri-US Services, Inc. for street sweeping services throughout the City during the 2022 season.

Tri-US Services has been performing street sweeping services for the City for the last 4 years based on a 2018 bid, with the 2021 year contracted under an optional extension to the original 3-year contract. For 2022, due to staff turnover and with the support of Tri-US Services, staff proposes a special purchase by extending the contract an additional year. Tri-US Services has agreed to extend their pricing from the 2018 bid, adding a 1.58% Fuel Surcharge, for a total of \$255,000 for the City's major and local streets.

MDOT contracts with the City for sweeping of the trunklines within the City via reimbursement, and the City has historically used the same bid contract for trunkline sweeping. Due to the proposed contract extension/special purchase, MDOT requested that staff seek quotes for the trunkline portion of the contract. Staff solicited quotes from Tri-US Services, Sanisweep of Grand Rapids, and Curbco of Flint, the same companies that requested bid packages in 2018. Tri-US Services and Sanisweep submitted pricing, with Tri-US Services price of \$18,315 being the same as their 2018 bid price, and the lowest received. Staff recommends the trunkline portion be awarded to Tri-US Services at \$18,315 and MDOT will again reimburse the City for the trunkline portions.

The total street sweeping contract request is \$273,315 for the 2022 season, plus a charge of \$150.00 per hour for special requests, used for things like events and construction sweeping.

AMOUNT REQUESTED: \$273,315.00 AMOUNT BUDGETED: \$2,037,262

FUND OR ACCOUNT: 101-60523-5300

STAFF RECOMMENDATION: Authorize staff to contract with Tri-US Services, Inc. in the amount of \$273,315.00 for street sweeping throughout the City, including state trunklines, for the 2022 season.

E. Aggregates, Highway Maintenance Materials, and Ready-Mixed Concrete Public Works

SUMMARY OF REQUEST: Award supply of aggregates, highway maintenance

materials and ready-mixed concrete for 2022 to selected bidders.

Bids were solicited for aggregates, highway maintenance materials and ready-mixed concrete for purchase in 2022. Purchases will be made from the recommended bidders listed in yellow on the provided bid tabs. Purchases are contingent on product availability, timely deliveries, and prices as quoted.

No bids were received for liquid chloride items, which are an important part of the City's operations for snow removal and gravel road maintenance. Staff will be working to find sources for these items.

AMOUNT REQUESTED: Varies by Fund AMOUNT BUDGETED: Varies by Fund
FUND OR ACCOUNT 101, 202, 203, 590, 291

STAFF RECOMMENDATION: Authorize staff to award bids for aggregates, highway maintenance materials and ready-mixed concrete for purchase during the 2022 construction season as presented.

F. Social District Permit Recommendation Economic Development

SUMMARY OF REQUEST: The City must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Downtown Muskegon Social District.

With the establishment of the Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. You recommended the Mercy health Arena on January 26, 2021 on the arena's old license. With the new DDA license, the city needs to make a new social district permit application. City staff is seeking a Social District permit from the state and seeking City Commission recommended approval. There are new licensed establishments within the district that may file a Social District permit application in the future.

STAFF RECOMMENDATION: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permit in the Downtown Muskegon Social District and to direct the City Clerk to certify the City Commission action with the MLCC.

Motion by Vice Mayor German, second by Commissioner Gorman, to accept the consent agenda as presented.

ROLL VOTE: Ayes: Emory, St.Clair, Johnson, Hood, Ramsey, German, and Gorman

Nays: None

MOTION PASSES

2022-27 PUBLIC HEARINGS:

A. Recommendation for Annual Renewal of Liquor Licenses

City Clerk

REMOVED – All liquor license establishments are in compliance or are working with the appropriate department to become compliant.

B. MDNR Grant Applications

Public Works

SUMMARY OF REQUEST: Staff is seeking public/commission input and commission support for a formal resolution of support to submit two (2) grant applications to the Michigan Department of Natural Resources for Park Capital Projects by the April 1, 2022 deadline.

Staff is proposing two projects for application in MDNR programs at the April 1, 2022 application deadline, as a requirement of the grant application we are soliciting feedback on the conceptual designs and commission support for the grant applications.

Michigan Natural Resources Trust Fund

Under the NRTF Program staff is proposing to apply for construction of a second restroom/concession facility at Pere Marquette park. The facility would be located in the same location as the existing kite shack building. The conceptual layout would call for four (4) unisex family style restrooms, a concession area and a storage area. The conceptual site plan also identifies potential future additions of a pavilion, though that is not included in the grant request. The maximum grant amount is \$300,000 and requires a minimum 50/50 match. The project estimate is \$667,500.00 of which we are requesting the maximum grant amount with a \$367,500 local match.

Land and Water Conservation Fund

Under the LWCF Program staff is proposing to apply for multiple improvements to the Grand Trunk Launch Ramp facility. The improvements would include paved parking, additional launch space and dockage, storm water improvements, accessible kayak launch, and trailhead improvements. The conceptual plan also includes construction of a restroom/fish cleaning station at the site at a future date, those features are not included in this grant proposal. The maximum grant amount through LWCF is \$500,000 and requires a minimum 50/50 match. The project estimate is \$1,000,000 of which we are requesting the maximum grant amount with a \$500,000 local match.

If the projects are selected for grant award construction could begin as early as 2024.

STAFF RECOMMENDATION: To accept public comment and approve the resolution of support for the Natural Resources Trust Fund application and the resolution of support for the Land and Water Conservation Fund application and authorize the Mayor and Clerk to sign.

PUBLIC HEARING COMMENCED: Dr. Mark Poletti, 3244 Thompson –

suggested having some accessible way to pull up to shore in Lakeside to enable visits to restaurants.

Motion by Commissioner Gorman, second by Commissioner St.Clair, to accept public comment and approve the resolution of support for the Natural Resources Trust Fund application and the resolution of support for the Land and Water Conservation Fund application and authorize the Mayor and Clerk to sign.

ROLL VOTE: Ayes: St.Clair, Johnson, Hood, Ramsey, German, Gorman, and Emory

Nays: None

MOTION PASSES

C. Commercial Rehabilitation District – 2725 Olthoff Drive – Northern Biomedical Research Planning

SUMMARY OF REQUEST: Pursuant to Public Act 210 of 2005, as amended, staff has requested the establishment of a Commercial Rehabilitation District. The creation of the district will allow the future property owner to apply for a Commercial Rehabilitation Certificate, which will freeze the taxable value of the building and exempt the new real property investment from local taxes. The school operating tax and the State Education Tax (SET) are still levied on the new investment. Land and personal property cannot be abated under this act.

Northern Biomedical Research will be applying for a Commercial Rehabilitation Certificate after the district is passed. Another 10 acres will remain for development within this commercial rehabilitation district.

STAFF RECOMMENDATION: To close the public hearing and approve the request to establish a Commercial Rehabilitation District at 2725 Olthoff Drive.

PUBLIC HEARING COMMENCED:

Tim Updyke – 6005 Henry Street, Norton Shores – Opposed

Patricia Gomez – 1480 Benjamin, Laketon Twp – Opposed

Tracy Powers – 2073 Bourdon, Muskegon – Opposed

Brian McCarthy – 2089 Crozier, Muskegon – Opposed

Michael Haueisen – 903 Turner Ave, Muskegon – Opposed

Hannah Hilborn – 3320 Peck Street, Muskegon Heights – Opposed

Dr. Mark Poletti – 3244 Thompson, Muskegon – Opposed

Motion by Vice Mayor German, second by Commissioner Hood, to close public comment and approve the request to establish a Commercial Rehabilitation District at 2725 Olthoff Drive.

ROLL VOTE: Ayes: Johnson, Hood, Ramsey, German, Gorman, Emory, and

St.Clair

Nays: None

MOTION PASSES

2022-28 UNFINISHED BUSINESS:

A. Summer Concert Series, Social Sandbox Economic Development

SUMMARY OF REQUEST: Mr. Terry Puffer, through his non-profit organization Lakeshore Legacy Project, is proposing a recurring concert series to take place downtown at the Downtown Muskegon Development Corporation owned lot known as the Social Sandbox. The organization is requesting the City agree to match their fundraising efforts to put on the concerts.

Mr. Puffer is proposing a concert series that is detailed in the letter provided. He cites the city's Downtown Development Authority in the document but is asking for any eligible city funds to assist as match dollars. Staff is proposing that the commission determine willingness and limitation, if any, to assisting with this event.

STAFF RECOMMENDATION: To partner with the Lakeshore Legacy Project by matching fundraising for a summer concert series at the Social Sandbox, not to exceed _____.

Motion by Commissioner Ramsey, second by Commissioner Hood, to table this item indefinitely.

ROLL VOTE: Ayes: Hood, Ramsey, German, Gorman, Emory, St.Clair, and Johnson

Nays: None

MOTION PASSES

B. Rezoning 653 Yuba Street Planning – 2nd Reading

SUMMARY OF REQUEST: Staff initiated request to rezone a portion of the property at 653 Yuba Street from R-1, Low Density Single Family Residential to B-4, General Business.

The Planning Commission recommended approval of the rezoning by a 6-0 vote.

STAFF RECOMMENDATION: To approve the request to rezone a portion of the property at 653 Yuba Street from R-1, Low Density Single Family Residential to B-4, General Business.

Motion by Commissioner Emory, second by Commissioner Ramsey, to approve the request to rezone a portion of the property at 653 Yuba Street from R-1, Low Density Single Family Residential to B-4, General Business

ROLL VOTE: Ayes: Ramsey, Gorman, Emory, St.Clair, Johnson, and Hood

Nays: German

MOTION PASSES

C. Amendment to the Marihuana Facilities Overlay District – Temporary Marihuana Events at 1800 Peck Street Planning – 2nd Reading

SUMMARY OF REQUEST: Staff initiated request to amend Section 2331 of the zoning ordinance to allow temporary marihuana events at 1800 Peck Street.

The Planning Commission made two separate motions on the case. The first was to make a recommendation to the City Commission to approve the request at 470 W Western Ave, which passed by 6-1 vote. The second was to make a recommendation to the City Commission to approve the request at 1800 Peck Street, which passed by a 4-3 vote.

STAFF RECOMMENDATION: To approve the request to amend Section 2331 of the zoning ordinance to allow temporary marihuana events at 1800 Peck Street.

Motion by Commissioner Ramsey, second by Commissioner St.Clair, to approve the request to amend Section 2331 of the zoning ordinance to allow temporary marihuana events at 1800 Peck Street.

ROLL VOTE: Ayes: German, St.Clair, Johnson, and Ramsey

Nays: Gorman, Emory, and Hood

MOTION PASSES

ANY OTHER BUSINESS: Mayor Johnson raised the question of how to proceed on the hiring process for the Public Safety Director and the permanent City Manager. Due to the vacancy in the position of both the Public Safety Director and the City Manager, should the new, permanent City Manager be the one to make the appointment of a Public Safety Director. Also, does the Commission wish to transition to having a Police Chief and Fire Chief rather than a Public Safety Director. Discussion took place. A special meeting will be held regarding an RFP for a permanent City Manager.

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

ADJOURNMENT: The City Commission adjourned at 7:45 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 26, 2022	Title: Request to Fly the Norwegian Flag
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: Sons of Norway are requesting permission to fly the Norwegian Flag at City Hall on Constitution Day (Independence Day) which is Tuesday, May 17 th .	
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.	
For City Clerk Use Only: Commission Action:	

Sons of Norway
Sognefjord Lodge 523
PO Box 5147
Muskegon, MI 49445



April 8, 2022

Muskegon City Council,

I am requesting permission to have the Norwegian flag flown at city hall for Norway's Constitution Day (Independence Day) which is Tuesday, May 17th. The flag can be raised early on May 17th. The flag can be taken down the morning of Wednesday, May 18th.

The Sons of Norway will provide the flag on Monday, May 16th. We will pick the flag up on Wednesday, May 18th.

If there are any questions you can contact me at 744-9101. If for some reason you can't reach me please contact Jan Mjovig at 557-4205. Thank you very much.

Merle Hanson,
Sons of Norway
Sognefjord Lodge President.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 26, 2022	Title: MERS 457 Supplemental Retirement Program
Submitted By: Kenneth Grant	Department: Finance
Brief Summary: The City wants to offer employees an additional 457 supplement retirement plan through MERS.	
Detailed Summary: Municipal Employees' Retirement System (MERS) offers a supplemental 457 plan that encourages employee's additional savings towards retirement. The city offers two additional 457 plans this will be third option for employees.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s)
Recommended Motion: I recommend that we adopt the resolution from MERS to offer an additional 457 supplemental retirement plan to city employees.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

MERS Uniform 457 Supplemental Retirement Program Resolution



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This Resolution, together with the MERS 457(b) Supplemental Retirement Program Plan Document and the MERS 457 Supplemental Retirement Program Participation Agreement and any Addendum thereto, constitute the entire MERS 457 Deferred Compensation Plan Document.

WHEREAS, the Municipal Employees Retirement Act of 1984 (the “Act”), MCL 38.1536(2)(a) (MERS Plan Document (Section 71) authorizes the Municipal Employees’ Retirement Board (the “Board”) to “establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other postemployment benefit programs,” and on November 8, 2011, the Board adopted the MERS 457 Deferred Compensation Plan.

WHEREAS, this Uniform Resolution has been approved by the Board under the authority of Section 71, and the Board has authorized the MERS 457 Deferred Compensation Plan, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution.

WHEREAS, the Participating Employer, a participating “municipality” (as defined in the Act; MCL 38.1502b(2); Plan Document Section 2) or participating “court” (circuit, district or probate court as defined in the Act, MCL 38.1502a(4) – (6); Plan Document Section 2) within the State of Michigan has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees’ saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the MERS 457 Supplemental Retirement Program (“Plan”);

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, concurrent with this Resolution, and as a continuing obligation, this Governing Body has completed and approved, and submitted to MERS and the Board documents necessary for adoption and implementation of the Plan; and

WHEREAS, the Governing Body for and on behalf of the Participating Employer is authorized by law to adopt this Resolution approving the Participation Agreement on behalf of the Participating Employer. In the event any alteration of the terms or conditions stated in this Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to continue to administer (or to have administered) the MERS 457 Supplemental Retirement Program for the Participating Employer.

MERS Uniform 457 Supplemental Retirement Program Resolution

NOW, THEREFORE, BE IT RESOLVED that the Governing Body adopts the MERS 457 Supplemental Retirement Program as provided below.

- I. The Participating Employer adopts the Plan for its Employees.
- II. The Participating Employer hereby adopts the terms of the Participation Agreement, which is attached hereto and made a part of this Resolution. The Participation Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board.
- III. The Participating Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Board, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- IV. The Participating Employer acknowledges that the Board is only responsible for the Plan and any other plans of the Employer administered by MERS and that the Board has no responsibility for other employee benefit plans maintained by the Employer that are not part of MERS.
- V. The Participating Employer accepts the administrative services to be provided by MERS and any services provided by a Service Manager as delegated by the Board. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.
- VI. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.
- VII. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Board to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

MERS Uniform 457 Supplemental Retirement Program Resolution

VIII. This Resolution and the Participation Agreement shall be submitted to the Board for its approval. The Board shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Board may refuse to approve a Participation Agreement by an Employer that does not possess State statutory authority to participate in the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the Plan until a certified copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under the 457 Supplemental Retirement Program Plan and Trust, the Participation Agreement, and this Resolution have been met. All dates for implementation of the Plan shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred by this Governing Body and MERS (and a third-party administrator, if applicable and necessary). The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on

_____, 20____. _____
(Signature of authorized official)

Printed name: _____ Position title: _____
(Authorized Official - printed) (Authorized Official - position)

Municipality name: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ _____
(Authorized MERS signatory)

MERS 457 Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS 457 Program provided by the Municipal Employees' Retirement System of Michigan, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. **Employer Name:** _____
(Name of municipality or court)

Municipality Number: _____ **Division Number** (if amendment): _____

II. **Effective Date:** The MERS 457(b) Program will be effective as follows (choose one):

☐ **Original Adoption.** The MERS 457(b) Program will be effective _____,
(Month and year)

with respect to contributions upon approval by the Program Administrator.

☐ To establish a new plan or replace current 457 carrier with the MERS 457 Program.

☐ To add the MERS 457 Program in addition to: _____
(Other plan provider)

VERY IMPORTANT: All eligible programs of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible 457 (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single program, comply with the 457(b) requirements. In order to fulfill its responsibility for monitoring coordination of multiple programs, the Participating Employer must carefully review the Master Plan Document provisions.

☐ **Amendment and Restatement.** The amended and restated MERS 457(b) Program will be effective _____,
(Month and year)

with respect to contributions upon approval by the Program Administrator. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

III. **Eligible Employees:** Only Employees as defined in the Program may be covered by the Participation Agreement. Subject to other conditions in the Program, this Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Program:

IV. **Contributions will be submitted** (check one):

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

☐ Weekly

☐ Semi-Monthly (twice each month)

☐ Bi-Weekly (every other week)

☐ Monthly

MERS 457 Participation Agreement



1184 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

www.mersofmich.com

Definition of Compensation

The Definition of Compensation selected must be used when determining both employer and employee contributions. Employers may include wage information along with employee and employer contributions when submitting wage/contribution reports to MERS.

Select your Definition of Compensation:

- ☐ Base Wages ☐ Box 1 Wages of W-2 ☐ Gross Wages
☐ Custom Definition

Click here to view details
of Base, Box 1, and
Gross Wages

(To customize your definition, please complete the [Custom Definition of Compensation Addendum](#).)

V. Roth Deferral Contributions: ☐ shall be permitted ☐ shall not be permitted

If Roth Deferral Contributions are elected, the Program will allow Roth rollover contributions from other designated Roth 457(b), 401(k), or 403(b) Plans. Roth in-plan rollovers will also be allowed. Roth in-plan rollovers allow a participant who has reached 70½ or who has incurred a severance from employment to elect to have all or a portion of his or her pre-tax contribution account directly rolled into a designated Roth rollover account under the plan if the amount would otherwise be permitted to be distributed as an eligible rollover distribution. Any amounts that are rolled to the Roth rollover account are considered to be irrevocable and may not be rolled back to the pre-tax account.

MERS 457 Participation Agreement

VI. Loans: ☐ shall be permitted ☐ shall not be permitted

If Loans are elected, please refer to the [Defined Contribution & 457 Loan Addendum](#).

VII. Automatic Enrollment: ☐ shall be permitted ☐ shall not be permitted

If selected, please complete and attach the [457 Eligible Automatic Contribution Arrangement \(EACA\) Addendum](#).

VIII. Employer Contributions: ☐ shall be permitted ☐ shall not be permitted

If selected, please complete and attach the [457 Employer Contribution Addendum](#).

IX. Modification of the Terms of the Participation Agreement

If the employer desires to amend any of its elections contained in the Participation Agreement, including attachments/addendums, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Participation Agreement. The amendment of the new agreement is not effective until approved by MERS.

X. Enforcement

1. This Participation Agreement, including attachments/addendums may be terminated only in accordance with the Master Plan Document
2. The Employer hereby agrees to the provisions of the *MERS 457 Supplemental Retirement Program and Trust Master Plan Document*.
3. The employer hereby acknowledges it understands that failure to properly fill out this Participation Agreement may result in the ineligibility of the program.

XI. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Participation Agreement is hereby approved by _____
on the ____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 26, 2022	Title: Health and Dental Care Renewal
Submitted By: Kenneth Grant	Department: Finance

Brief Summary: To approve the renewal of Priority Health as the City's fully insured health care provider and the Third Party Administrator for City's self-funded health care plan. And to renewal Delta Dental as the City's dental insurance provider.

Detailed Summary: The City's health care coverage renews June 1, 2022, for the period June 1, 2022 to May 31, 2023. The following are changes effective June 1, 2022.

1. Renewal rates increased by 3.5%. Average US increases for 2022 are expected to be between 4.7 and 5.2%.

Demographic	2021	2022
Single	\$552.93	\$572.44
Double	\$1,244.09	\$1,287.99
Family	\$1,492.91	\$1,545.59
2. We are increasing our coinsurance out of pocket maximum as follows:

Demographic	2021	2022
Single	\$1,500	\$2,500
Double/Family	\$3,000	\$5,000
3. Our Health Reimbursement Arrangement (HRA) is running very well. Our annual projection for this current (2021/22) plan year payout will be around \$325,411.12.
4. Our Deductible needs to be met before the Coinsurance starts. We only had 8 people meet their deductible for 2021.
5. We are saving over \$36,000 in premium to increase the coinsurance out of pocket maximum.
6. The out of pocket maximum limit, which is set by the government increased as follows:

2021	2022
\$8,150/\$16,300	\$8,550/\$17,100
7. Our employer contribution will remain below the "hard cap limits" set by PA 152.

	2021	2022
Annual Employee	\$389,669.32	\$403,419.38
Annual HRA Employer	\$325,411.12	N/A
Annual Employer	\$2,045,763.92	\$2,117,951.74
Annual Hard Cap	\$2,552,575.15	\$2,647,020.05

8. We are implementing our Wellness plan again for 2022. The City will continue to pay the Deductible and Coinsurance for employee and spouses who have gotten a physical between 4/1/2020 and 3/31/2022. If an employee and spouse do not get their physicals they will be responsible for the first \$1,000 deductible for an individual and the first \$2,000 deductible for a double/family.
9. We are implementing a Hearing Rider. This is a new benefit offered by Priority Health. It is a piece of the healthcare services that has always been missing. We are very please to be able to add this rider as assistance for those who need this benefit. The rider gives the member one hearing test covered in full plus a \$1,000 allowance per hearing aid every 36 months.

For our self-funded contract, which includes 2 segments, those retirees under 65 and those over 65. We have had a few years of large claims in the self-funded plan. We are starting to see them go down.

	Enrolled	Current	Renewal	Increase/Decrease
Admin Fee	157	\$53.12	\$52.80	-0.6%
Aggregate Premium	157	\$13.76	\$14.72	7.0%

Delta Dental rates will be reduced by 6% for 2022-23. There are no plan changes. The city offers three benefit packages dependent on where you work.

	Single	Double	Family
Basic (Police & Fire)	\$26.80	\$50.40	\$101.28
Enhanced (Non-Union)	\$32.68	\$61.19	\$122.25
Union Enhanced (Union)	\$31.24	\$59.33	\$120.50

Vision rates will stay the same and there will be no changes in benefits

	Amount Budgeted: \$ 2,642,220.90
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To approval the Priority Health fully insured and self-funded renewal, and the Delta Dental renewal for 2022-23.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY

RACHAEL EUBANKS
STATE TREASURER

March 18, 2021

PUBLIC EMPLOYER CONTRIBUTIONS TO MEDICAL BENEFIT PLANS ANNUAL COST LIMITATIONS – CALENDAR YEAR 2022

For a medical benefit plan coverage year beginning on or after January 1, 2012, MCL 15.563, as last amended by 2018 Public Act 477, sets a limit on the amount that a public employer may contribute to a medical benefit plan.

For medical benefit plan coverage years beginning on or after January 1, 2013, MCL 15.563 provides that the dollar amounts that are multiplied by the number of employees with each coverage type be adjusted annually. Specifically, the dollar amounts shall be adjusted, by October 1 of each year after 2011 and before 2019, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available. By April 1 of each year after 2018, the dollar amounts shall be adjusted by the change in the medical care component of the U.S. consumer price index for the most recent 12-month period for which data are available. For calendar year 2021, the limit on the amount that a public employer may contribute to a medical benefit plan was set to the sum of the following:

- \$ 7,043.89 times the number of employees and elected public officials with single-person coverage
- \$14,730.96 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$19,210.66 times the number of employees and elected public officials with family coverage.

The limits for 2022 equal the 2021 limits increased by **3.7 percent**. The 3.7 percent is the percentage change in the medical care component from the period March 2019-February 2020 to the period March 2020-February 2021.

Thus, for medical benefit plan coverage years beginning on or after January 1, 2022, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:

- **\$ 7,304.51** times the number of employees and elected public officials with single-person coverage
- **\$ 15,276.01** times the number of employees and elected public officials with individual -and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- **\$ 19,921.45** times the number of employees and elected public officials with family coverage.

Rachael Eubanks

Rachael Eubanks
State Treasurer

March 18, 2021

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 26, 2022	Title: Procure Contractors 2022
Submitted By: Oneata Bailey	Department: Community and Neighborhood Service (CNS)
Brief Summary: Solicitation of Contractors for various programs to provide repair and replacement services for citizens of our city and county provide CNS with a list of multiple building trades. (List attached)	
Detailed Summary: CNS regularly requests Contractors to submit bids for housing rehabilitation projects to secure a list for future use for our rental unit(s). Ultimately, we are hopeful to attract new contractors throughout the county and outlying communities to provide necessary services of all construction trades and specialties for all of housing programs. (See 2022 list)	
Amount Requested :NA	Amount Budgeted: NA
Fund(s) or Account(s): NA	Fund(s) or Account(s): NA
Recommended Motion: To approve the procured list of contractors submitted for future CNS projects/programs.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

Commission Meeting Date: April 26th, 2022

Date: April 12, 2022

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of 2022 Procurement Contracts for CNS

SUMMARY OF REQUEST: To approve the following Trades-Services procured through sealed bid proposals producing the lowest responsible bidder *and* provide an extension* to four trades.

*Appraisal:	Great Lakes Residential Appraisers
Asbestos Assessment:	Analytical Testing & Consulting
Building:	Across the Board LLC
Electrical:	Belasco Electric
*House Building Spec Writer:	Badgerows Building and Remodeling
Property Maintenance:	Walker Handyman Enterprises
Lead Assessment & Clearance:	AAA Lead Inspections
*Mechanical:	Jewett Heating
Painting:	Pro Cleaners
Plumbing:	Noordhoff Plumbing
Realtor:	RE/MAX West
Roofing:	Sherriff-Gosling Roofing
*Structural Engineer/Surveyor:	Westshore Consulting
Vinyl Installer:	Mark N Tucker LLC
Vinyl Supplier:	Keene Lumber

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 26, 2022	Title: Request for Proposal Approvals
Submitted By: Oneata Bailey	Department: Community and Neighborhood Services
Brief Summary: We received requests of proposals from sub-recipients to provide academic enrichment and recreation activities; accessible ramps (new and repairs) for low-income households; outdoor childcare center and scholarships for low-income households (Applications attached).	
Detailed Summary: Love INC of Muskegon County - \$ 40,000.00* New ramps and repairs to existing ramps of city of Muskegon low-income residents Boys & Girls Club of the Muskegon Lakeshore - \$ 100,000.00* Continued youth recreation, academics, social enrichment and leadership for Muskegon youth Early Childhood Education Equity- Muskegon YMCA Y-Learning - \$ 50,000.00* Outdoor learning space along with scholarships for low-income households *Proposed	
Amount Requested: \$165,000.00* COVID-19: \$25,000.00	Amount Budgeted: \$165,000* COVID-19: \$25,000.00
Fund(s) or Account(s): CDBG FY2022 CDBG-CV	Fund(s) or Account(s):CDBG FY2022 CDBG-CV
Recommended Motion: To approve the Agreements with Love INC of Muskegon County, Boys and Girls Club of Muskegon Lakeshore, and Muskegon YMCA.	
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
COMMUNITY AND NEIGHBORHOOD SERVICERS
PROGRAM SUMMARY**

1. Agency Name: Love INC of Muskegon County
2. Service Headquarters: 2735 E. Apple Ave. Suite A Muskegon, MI 49442
3. Service Mix: Indicate the mix or type of services to be provided.
 1. New handicap ramps to be built for low income residents in the city of Muskegon.
 2. Repairs to existing handicap ramps owned by low income residents in the city of Muskegon.

-
4. Total Project Costs: \$60,000 for an estimated 10 handicap ramps

Community Development Block Grant Funds	\$55,000
Other Funds	\$5,000
Total Funds	\$ 60,000

5. Funding Sources: List below other funding sources and amounts of funds for this project.
 1. Senior Millage funds administered through an existing grant managed by Senior Resources of Muskegon County, with Love INC of Muskegon County as a sub-grantee
 2. Private donations solicited by Love INC of Muskegon County
 3. Additional grants as they become available
6. Project Service Area: List below the geographic areas (see map) the agency intends to serve through this project. In the event this project includes capital improvements, please indicate its location on the current City area map, estimated number of persons and indicate percent of service rendered and the area denoted by numbers on map.

Project Ramp, a service of Love INC of Muskegon County, builds handicap accessibility ramps throughout Muskegon County. Funds from the City of Muskegon Community Development Block Grant would be utilized only within the City of Muskegon. Low-income residents of all City of Muskegon neighborhoods would be served.

7. Estimate the number and percent of lower income persons served by this project. Please specify by income category and household size. Following provides income categories and household size. Income category: extremely low (0-30% MFI), very low (31-50% MFI), low (51-80% MFI), household size: elderly household, single household, small family 2-4, large family 5 or more. If this question is not applicable to your organization/agency please specify. (see attached income guidelines).

Project Ramp exclusively serves low-income residents. Recent ramp recipients in Muskegon County were 90% in the designated “Extremely Low Income” bracket, the remaining 10% were in the “Very Low Income” bracket.

8. Please provide your agency’s most recent annual budget and audit if applicable.

See Attached

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
BUDGET FOR COMMUNITY DEVELOPMENT ACTIVITY
 (Attach detail breakdown of project expenses. See example attached.)

PROJECT TITLE: Project Ramp – City of Muskegon		PROGRAM YEAR: 2022	
SUBCONTRACTOR: Love INC of Muskegon County		DATE: 2/4/2022	
CONTRACT PERIOD: 2022		Handicap ramps for low-income residents in the city of Muskegon	
ACCOUNT	CDBG SHARE	OTHER FUNDS	TOTAL PROJECT AMT
PERSONNEL	\$5,000		\$5,000
SUPPLIES & MATERIAL	\$40,000	\$5,000	\$45,000
CONTRACTUAL	\$10,000		\$10,000
OTHER (INCLUDING OVERHEAD)			
TOTAL	\$55,000	\$5,000	\$60,000

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
PROGRAM SUMMARY**

1. **Agency Name:** Boys & Girls Club of the Muskegon Lakeshore
2. **Service Headquarters:** 900 W. Western, Muskegon, MI 49441
3. **Service Mix: Indicate the mix or type of services to be provided.**
Boys & Girls Club of the Muskegon Lakeshore (BGCML) will provide academic enrichment, social-emotional learning, character and leadership, arts, and sports & recreation activities to Club members ages 6-18 years old

-
4. **Total Project Costs:** \$718,061.54

Community Development Block Grant Funds	\$ 175,000
Other Funds	\$ <u>543,061.54</u>
Total Funds	\$ <u>718,061.54</u>

5. **Funding Sources:** List below other funding sources and amounts of funds for this project.

Michigan Department of Education (\$57,500), Taco Bell Foundation (\$56,640), OJJDP (\$10,000), Community Benefit Board Initiative (\$15,000), City of Muskegon (\$80,000), United Way (\$20,000), Comcast Foundation (\$10,000), CACFP (\$53,931), Additional Income including individual and business donations, pending grants, etc (\$239,990.53)

6. **Project Service Area:** List below the geographic areas (see map) the agency intends to serve through this project. In the event this project includes capital improvements, please indicate its location on the current City area map, estimated number of persons and indicate percent of service rendered and the area denoted by numbers on map.

The agency intends to serve the City of Muskegon through 4 locations: Bob & Merle Sconlik Clubhouse (Nims), Seyferth Park (Lakeside), Reese Park (Oakview), Smith-Ryerson Park (Angell)

-
7. Estimate the number and percent of lower income persons served by this project. Please specify by income category and household size. Following provides income categories and household size. Income category: extremely low (0-30% MFI), very low (31-50% MFI), low (51-80% MFI), household size: elderly household, single household, small family 2-4, large family 5 or more. If this question is not applicable to your organization/agency please specify. (see attached income guidelines)

0-30% MFI: 65.76% of youth | 31-50% MFI: 14.13% of youth | 51-80% of MFI: 13.04% of youth
**This data assumes a household size of 3*

-
8. Please provide your agency's most recent annual budget and audit if applicable. ***see attached***

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
BUDGET FOR COMMUNITY DEVELOPMENT ACTIVITY
(See attached for a detailed breakdown of project expenses)

PROJECT TITLE: GREAT FUTURES 2022-2023		PROGRAM YEAR: JUNE 1, 2022 - MAY 30, 2023	
SUBCONTRACTOR: N/A		DATE: FEBRUARY 21, 2022	
CONTRACT PERIOD: JUNE 1, 2022 - MAY 30, 2023			
ACCOUNT	CDBG SHARE	OTHER FUNDS	TOTAL PROJECT AMT
PERSONNEL	\$155,788.54	\$428,246.23	\$739,823.32
SUPPLIES & MATERIALS	\$6,775.00	\$48,359	\$61,909.00
CONTRACTUAL	\$0.00	\$0.00	\$0.00
OTHER (INCLUDING OVERHEAD)	\$12,436.46	\$66,456.31	\$91,329.22
TOTAL:	\$175,000	\$543,061.54	\$718,061.54

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
PROGRAM SUMMARY**

1. Agency Name: Muskegon YMCA
2. Service Headquarters: 1115 Third Street, Muskegon, MI 49441
3. Service Mix: Indicate the mix or type of services to be provided.
The Y Learning Center (YLC) is focused on expanding economic opportunity principally for persons of low and moderate income through providing high quality, affordable childcare in the city of Muskegon in the wake of the COVID-19 pandemic. The mission of the YLC is to provide equitable early childhood care to children aged six weeks to five years, in a safe and encouraging environment that promotes social-emotional, cognitive and physical development, in partnership with families and the Muskegon community.
4. Total Project Costs: \$135,000

Community Development Block Grant Funds	<u>\$ 75,000</u>
Other Funds	<u>\$ 75,000</u>
Total Funds	<u>\$ 150,000</u>
5. Funding Sources: List below other funding sources and amounts of funds for this project.
Community Foundation for Muskegon County: \$20,000; CBBI Mercy Health Muskegon: \$5,000; Scholarship Campaign: \$5,000; Facility Campaign: \$35,000; Operations Budget: \$10,000
6. Project Service Area: List below the geographic areas (see map) the agency intends to serve through this project. In the event this project includes capital improvements, please indicate its location on the current City area map, estimated number of persons and indicate percent of service rendered and the area denoted by numbers on map.

The Y Learning Center is located in the McLaughlin area. We serve between 50 – 80 families annually. Enrollment is spread evenly across the geographic areas with service rendered at ~6.25% in each. There is a slight decrease in use in the Jackson Hill and East Muskegon areas, closer to 4.375% each and we serve 10% outside the city of Muskegon.
7. Estimate the number and percent of lower income persons served by this project. Please specify by income category and household size. Following provides income categories and household size. Income category: extremely low (0-30% MFI), very low (31-50% MFI), low (51-80% MFI), household size: elderly household, single household, small family 2-4, large family 5 or more. If this question is not applicable to your organization/agency please specify. (see attached income guidelines)
The following information is based on current enrollment and estimates for incoming students at the Y Learning Center approximately 68 children. We approximately 67% of our enrolled children are from lower income families in Muskegon. Extremely Low (0-30% AMI) = 12.5-16.5% (9-12 children); Very Low (31-50% AMI) = 12.5-16.5% (9-12 children); Low (51-80% AMI) = 25-33% (18-24 children) *Remaining 33% do not fall within lower income levels. Small Family 2-4 = 50% (36 children); Large Family 5 or more = 50% (36 children)
8. Please provide your agency's most recent annual budget and audit if applicable.

See Attached

-CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
BUDGET FOR COMMUNITY DEVELOPMENT ACTIVITY
(Attach detail breakdown of project expenses. See example attached.)

PROJECT TITLE: Y Learning Center – Early Childhood Education Equity (Outdoor Classroom & ALICE Scholarships)		PROGRAM YEAR: 2022	
SUBCONTRACTOR: Muskegon YMCA – Y Learning Center		DATE: February 16, 2022	
CONTRACT PERIOD: May 1 – November 30, 2022		Creating a sustainable outdoor classroom and providing ALICE population scholarships to improve educational equity in the City of Muskegon.	
ACCOUNT	CDBG SHARE	OTHER FUNDS	TOTAL PROJECT AMT
PERSONNEL	0	10,000	10,000
SUPPLIES & MATERIAL Outdoor Classroom Space	15,000	20,000	35,000
CONTRACTUAL	10,000	15,000	25,000
OTHER (INCLUDING OVERHEAD) ALICE Scholarships	50,000	30,000	80,000
TOTAL	\$75,000	\$75,000	\$150,000



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 26, 2022	Title: Traffic Control Order #74
Submitted By: Dan VanderHeide	Department: Traffic/Engineering
Brief Summary: Staff is requesting approval of Traffic Control Order #74-(2022).	
Detailed Summary: The Michigan Manual of Uniform Traffic Control Devices (MMUTCD), the document that provides guidance for installation of traffic controls, includes provisions for stop-controlled intersections such as: • An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection. While the City is not required to install stop-controls in all situations that meet the guidance in the MMUTCD, in the case of the intersection at Wesley Avenue and Roberts Street, DPW and Public Safety staff, together with MAISD staff at the Wesley School and Lakeshore Learning Center, believe stop-control at this intersection will improve safety and compliance in the neighborhood. Staff is requesting approval of Traffic Control Order #74-(2022) for the installation of a four-way stop at Wesley and Roberts.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve Traffic Control Order #74-(2022).	
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

Traffic Control Order

No. 74-(2022)

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Removal of "Yield" signs on north- and south-bound Roberts Street at Wesley Avenue, followed by installation of "Stop Signs" on east- and west-bound Wesley Avenue at Roberts Street, and installation of "Stop" signs on north- and south-bound Roberts Street at Wesley Avenue (creation of a four-way stop).*

Location: *Wesley Avenue at Roberts Street.*

Recommendation:

Director of Public Works

Date: ____/____/____

Police Chief

Date: ____/____/____

City Manager

Date: ____/____/____

Commission Approval (required for Permanent TCO only):

Commission Action #

Date: ____/____/____

Installation/removal

Date assigned: ____/____/____

By: _____
Traffic Supervisor

Date completed: ____/____/____

By: _____
Traffic Department Employee

☐ **Temporary;** does not require Commission Action, good for 90-days from Installation/Removal Date.

☐ **Permanent;** requires Commission Action

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 26, 2022	Title: Traffic Control Orders #75, #76, & #77
Submitted By: Dan VanderHeide	Department: Traffic/Engineering
Brief Summary: Staff is requesting approval of Traffic Control Orders #75-(2022), #76-(2022) & #77-(2022).	
Detailed Summary: The Michigan Manual of Uniform Traffic Control Devices (MMUTCD), the document that provides guidance for installation of traffic controls, includes provisions for stop-controlled intersections such as: • The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day, and • An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection. While the City is not required to install stop-controls in all situations that meet the guidance in the MMUTCD, in the case of the intersections at Western Ave and Franklin St, Franklin St and Michigan Ave, and Lakeshore Dr and Southern Ave, DPW and Public Safety staff believe stop-controls at these intersections will improve safety and compliance on the lakefront corridor from Downtown to the Lakeside district. Staff is requesting approval of Traffic Control Orders #75-(2022) for the installation of a four-way stop at Western and Franklin, #76-(2022) for the installation of a four-way stop at Michigan and Franklin, and #77-(2022) for the installation of an all-way stop at Southern and Lakeshore.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve Traffic Control Orders #75-(2022), #76-(2022) and #77-(2022).	
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

Traffic Control Order

No. 75-(2022)

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Installation of "Stop Signs" on east- and west-bound Western Avenue at Franklin Street, and installation of "Stop" signs on north- and south-bound Franklin Street at Western Avenue (creation of a four-way stop).*

Location: *Western Avenue at Franklin Street.*

Recommendation:

Director of Public Works Date: ____/____/____

Police Chief Date: ____/____/____

City Manager Date: ____/____/____

Commission Approval (required for Permanent TCO only):

Commission Action # Date: ____/____/____

Installation/removal

Date assigned: ____/____/____

By: _____
Traffic Supervisor

Date completed: ____/____/____

By: _____
Traffic Department Employee

☐ **Temporary**; does not require Commission Action, good for 90-days from Installation/Removal Date.

☐ **Permanent**; requires Commission Action

City of Muskegon

Traffic Control Order

No. 76-(2022)

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Installation of "Stop Signs" on east- and west-bound Michigan Avenue at Franklin Street, and installation of "Stop" signs on north- and south-bound Franklin Street at Michigan Avenue (creation of a four-way stop).*

Location: *Michigan Avenue at Franklin Street.*

Recommendation:

Director of Public Works Date: ____/____/____

Police Chief Date: ____/____/____

City Manager Date: ____/____/____

Commission Approval (required for Permanent TCO only):

Commission Action # Date: ____/____/____

Installation/removal

Date assigned: ____/____/____

By: _____
Traffic Supervisor

Date completed: ____/____/____

By: _____
Traffic Department Employee

☐ **Temporary**; does not require Commission Action, good for 90-days from Installation/Removal Date.

☐ **Permanent**; requires Commission Action

City of Muskegon

Traffic Control Order

No. 77-(2022)

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Installation of "Stop Signs" on west-bound Southern Avenue at Lakeshore Drive, and installation of "Stop" signs on north- and south-bound Lakeshore Drive at Southern Avenue (creation of an all-way stop).*

Location: *Southern Avenue at Lakeshore Drive.*

Recommendation:

Director of Public Works Date: ____/____/____

Police Chief Date: ____/____/____

City Manager Date: ____/____/____

Commission Approval (required for Permanent TCO only):

Commission Action # Date: ____/____/____

Installation/removal

Date assigned: ____/____/____ By: _____
Traffic Supervisor

Date completed: ____/____/____ By: _____
Traffic Department Employee

☐ **Temporary**; does not require Commission Action, good for 90-days from Installation/Removal Date.

☐ **Permanent**; requires Commission Action

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 4/26/2022	Title: Camping at Burning Foot
Submitted By: Jacqui Erny	Department: Public Works
Brief Summary: The organizers of Burning Foot are requesting to allow camping at their event on August 27, 2022 and authorize staff to charge a fee equal to 10% of their camping revenue.	
Detailed Summary: Burning Foot has offered camping at their event each year and has been authorize in the past to pay 10% of their camping revenue. Policy indicates the Commission may choose to charge 10% of the camping revenue or \$20 per campsite.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To authorize Burning Foot to provide camping at Pere Marquette Park on August 27, 2022 and pay a fee of 10% of their camping revenue as a fee to the City.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	



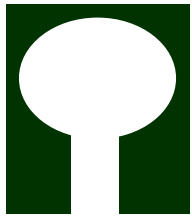
Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 04/26/2022	Title: Roberts Street Water Tower Painting
Submitted By: Joe Buthker	Department: Public Works - Filtration
Brief Summary: Staff is requesting authorization to contract with Fedewa, Inc. for painting and modifying the Roberts Street water tower.	
Detailed Summary: The Roberts Street water tower is located at the corner of Roberts and Lawrence in the Marquette neighborhood. The tower's exterior and interior coatings are beyond their expected lifetimes, and a 2019 inspection found the coatings to be deteriorating and delaminating. The exterior tower coating continues to chalk, fade, and lose its gloss. The project to improve this water tower will involve a complete overcoat of the tower exterior and also includes repairs to the interior coating. Other modifications will take place to bring the tower into compliance with current safety standards and drinking water regulations. The artwork on the tower will be changed to the Watch Muskegon logo. The Commission approved a contract with Dixon Engineering for the professional services portion of this project at the February 8, 2022 meeting. The construction portion of this project was posted publicly in March, and sealed bids were accepted until April 5, 2022. Two bids were received for painting and modifying the water tower. Dixon has evaluated the bids and recommends the lowest bid of 269,799.00 from Fedewa, Inc. This project is budgeted as part of the FY 21-22 budget.	
Amount Requested: \$269,799.00	Amount Budgeted: \$400,000.00
Fund(s) or Account(s): 591-92035	Fund(s) or Account(s): 591-92035
Recommended Motion: Authorize staff to contract with Fedewa, Inc. in the amount of \$269,799.00 to paint and modify the Roberts Street water tower.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐	

For City Clerk Use Only:

Commission Action:



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

April 8, 2022

Mr. Joe Buthker
City of Muskegon
1900 Beach St.
Muskegon, MI 49441

Subject: Roberts Street Tank Exterior, Dry Interior, and Wet Interior Painting WFP-22-001-
Recommendation for Award

Dear Joe:

Dixon Engineering has reviewed the bids submitted for the exterior overcoat, dry interior repaint, wet interior spot repaint, and miscellaneous repairs of the City's 1,000,000-gallon Roberts Street tank and recommends award to the low bidder, Fedewa, Inc., of Hastings, MI, for the bid amount of \$269,799. This includes all line items bid and is below our inflation adjusted project estimate for this scope of work of \$337,000 from our 2019 report. Bidding was competitive and the first and second low bidders separated by only 9%. Fedewa, Inc., is a prequalified contractor with Dixon and has successfully completed many similar projects. Their recent projects include the City's Marshall St. tank project completed last year. Fedewa, Inc has also completed recent tank projects in the Village of Martin, Plainfield Twp, and is currently working on two tanks for the City of Grand Rapids.

Enclosed for your review and action is the Notice of Award. After City approval, please sign and forward three copies to the contractor for signature. Instruct the contractor to return one copy to the city, forward a copy to our office, and retain a copy for his files. Also, please notify the contractor he is to forward to our office the required bonds and certificate(s) of insurance for inclusion in the contract documents.

If you have any questions regarding our recommendation, please contact me at (616) 374-3221, Ext. 309 or (616) 292-1288.

FOR DIXON ENGINEERING INC.,

Eric Binkowski
Project Manager

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**

Muskegon, Michigan - 1,000,000 Gallon Radial Arm (Roberts)
2021 Water Tower Painting Project -April 5, 2022 - 2:00 P.M.

	LC United	Fedewa				
	Sterling Hgts,	Hastings,				
	MI	MI				
Section 03 00 00						
Foundation Spall Repair (1)	1,000	799				
Section 05 00 00						
Roof Hatch Hasp (1)	500	1,000				
Overflow Pipe Discharge Mod. (2)	3,500	6,000				
Painter's Railing Stand-Offs (3)	4,000	8,000				
Wet Interior Platform Patch Plate (4)	1,500	1,000				
Overflow Pipe Pen Patch Plate (5)	2,000	2,000				
Total Section 05 (1-5)	11,500	18,000				
Section 09 00 00						
Exterior Overcoat (1)	192,000	200,000				
Wet Interior Spot Repaint (2)	28,000	10,000				
Dry Interior Repaint (3)	26,000	15,000				
Lettering (4)	8,000	6,000				
Total Section 09 (1-4)	254,000	231,000				
Section 13 00 00						
Mixer (1)	24,000	18,000				
Section 16 00 00						
Light Fixture Replacement (1)	3,500	2,000				
Project Total	294,000	269,799				
Antennas & Cables	500	1,000				

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 26, 2022	Title: Sale – 1065 James, 266 Meeking, 270 Meeking, 280 Meeking, 290 Meeking
Submitted By: Hope Griffith	Department: Planning Department
Brief Summary: City staff is seeking authorization to sell five of the City owned vacant lots to James Williams.	
Detailed Summary: James Williams will be constructing four single family homes on the lots owned by the City of Muskegon. The properties are zoned R-1 (Single Family Residential). The four lots on Meeking will be combined and split into three buildable parcels. They will be sold for 75% of the True Cash Value (TCV) per policy. The four properties on Meeking will be combined and re-split into three buildable single-family lots. The total selling price will be \$21,075. All of the properties are located in the Brownfield Development area. The homes will be constructed within eighteen (18) months.	
Amount Requested: None.	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the Code Coordinator to work with the developer and complete the sale of the five City owned buildable lots as described and to have the Mayor and Clerk sign the deed.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Agreement") is made _____, 2022 ("Effective Date"), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **James Williams**, a married man, of 1482 Morgan Avenue, Muskegon, Michigan 49442 ("Developer"), with reference to the following facts:

Background

A. Developer proposes to purchase and develop four (4) vacant properties owned by City, which are all located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit A** (each property individually, a "Parcel" and collectively "Project Properties").

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

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

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

2. **Purchase Price.** The total purchase price for the Project Properties shall be \$21,075.00, which shall be paid in cash or other immediately available funds at Closing (defined below). The total purchase price for the Project Properties shall be allocated to each Parcel as provided on Exhibit A.

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

3. **Construction and Development Requirements.**

a. **Construction Dates.** The parties acknowledge and agree that Developer shall have a period of eighteen (18) months from the date of Closing to complete the Project ("Construction Period"), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

b. **Construction Details; Purchase Price Reimbursement.** Developer's construction and development of the Project Properties shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for each of the Project Properties upon Developer's satisfaction of the following design standards for each single-family home it constructs on the Project Properties:

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	25%
Picture or bay window	25%
Shutter or other acceptable window treatments	25%
Underground Sprinkling	25%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 1065 James Avenue, Developer would be reimbursed \$3,656.25, which is 75% of the \$4,875 purchase price for this Parcel. If Developer completes all four design standards, Developer would be reimbursed the entire purchase price for this Parcel.)

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

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

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

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

In addition, if any or all of the Project Properties revert to City, City may retain the purchase price for such Project Properties free and clear of any claim of Developer or its assigns. In the event of reversion of title of any or all of the Project Properties, improvements made on such Project Properties shall become the property of City. In no event shall the Project Properties be in a worse condition than upon the date of

Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

5. **Waiver of Water/Sewer Connection Fee.** Upon the condition that all Project Properties are completed no later than the Construction Completion Date, City agrees to waive the water/sewer connection fee for all Project Properties.

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

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

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

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

10. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Properties within thirty (30) days after the Effective

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

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

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

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

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

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

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

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

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

14. **Default.**

a. **By Developer.** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

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

15. **Closing.**

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

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

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

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

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

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: LeighAnn Mikesell, Deputy City Manager
933 Terrace Street
Muskegon, MI 49440

w/ copy to: Parmenter Law
Attn.: John C. Schrier
601 Terrace Street, Suite 200
Muskegon, MI 49440
Email: john@parmenterlaw.com

To Developer: James Williams
1482 Morgan Avenue
Muskegon, MI 49442
Email: arlandis@comcast.net

18. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

DEVELOPER:

CITY OF MUSKEGON

JAMES WILLIAMS

By: _____

By: _____

Name: Ken Johnson

Title: Mayor

Dated: _____

Dated: _____

By: _____

Name: Ann Marie Meisch

Title: Deputy City Manager

Dated: _____

Exhibit A

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

- 1) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 531.
1065 James – Parcel # 61-24-612-000-0531-00
Price: \$4,875.00
- 2) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 683 EXCLUDING SOUTH 21 FEET THEREOF.
266 Meeking – Parcel # 61-24-613-000-0683-00
- 3) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 684 EXCLUDING SOUTH 31 FEET THEREOF & SOUTH 21 FEET LOT 683.
270 Meeking – Parcel # 61-24-613-000-0684-00
- 4) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 NORTH 19 FEET OF LOT 685 & SOUTH 31 FEET LOT 684.
280 Meeking – Parcel # 61-24-613-000-0684-10
- 5) CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 685 EXCLUDING NORTH 19 FEET THEREOF.
290 Meeking – Parcel # 61-24-613-000-0685-00

The four Meeking addresses above will be combined and split into three parcels at a price of \$5,400 each for a total of \$16,200.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/26/2022	Title: Musketawa Trail project – Change Order #003
Submitted By: Joel Brookens	Department: DPW, Engineering
Brief Summary: Staff is requesting approval of Change Order #003 on the Musketawa Trail Connector project as the overall project has exceeded staff approval levels for change orders.	
Detailed Summary: The majority of Change Order #003 represents a design error. Sand fill is needed to bring the grade up to sub-grade from milling the pavement. Also, some driveways are required to be poured on a Saturday and needed to be opened by Monday, which requires a different mix design. Change Order #003 requests a net increase to the project of \$ 9,019.50 above the previously approved requests. This change order will result in the following final values for the project: As-Bid Cost = \$ 518,602.35 Current Cost = \$ 561,874.26 Net Change = \$ 43,271.91 (8.34% Increase)	
Amount Requested: \$ 9,019.50	Amount Budgeted: \$650,000.00
Fund(s) or Account(s): 202-99118	Fund(s) or Account(s): 202-99118
Recommended Motion: Authorize staff to approve Change Orders #003 to Project 99118 in the amount of \$9,019.50 for the additional work as noted.	
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 Department of Transportation

Contract Modification

4/14/2022 2:12 PM

FieldManager 5.3c

Contract: 61000-208592, Hot mix asphalt shared use path.

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Electronic File Created	Net Change	Awarded Contract Amount
3		4/11/2022	Yes	\$9,019.50	\$518,602.35
Route		Managing Office		District	Entered By
		City of Muskegon		03027	Joel Brokens
Contract Location					
Port City Boulevard/Latimer Drive/Black Creek Road from Keat					

Short Description

Adding additional items due to plan errors.

Description of Changes

- A. Original Contract Amount: \$518,602.35
 B. Current Contract Value (including this revision): \$ 561,874.26
 C. Net Total Change (B-A): \$ 43,271.91
 D. Net Percent Change (C/A*100): 8.34%
 E. MDOT Oversight Project: Yes
 F. Revision Summary: This Contract Modification requires Tier II approval.

There will be no extension of time. There will be no Traffic Control Adjustment allowed for this Contract Modification.

In addition, authorization is requested to add the following extra pay items to the contract:

Subbase, CIP 350 CYD at \$20.52 per CYD = \$7,182.00

Cement 7 Tons at \$262.50 per ton = \$ 1,837.50

Total \$ 9,019.50

By mutual agreement, these listed unit price costs are full compensation for all labor, equipment and materials necessary to construct these items of work in accordance with the 2012 MDOT Standard Specifications for Construction, contract Special provisions, MDOT Standard Plans and/or as directed by the Engineer.

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg. ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
Cement	6030005	0720	0720	208592A	0001 Modified	7.000	Ton	262.50000	\$1,837.50

Reason: The concrete driveway for businesses with one driveway will have to be placed on a Saturday and open to traffic by Monday. This requires a different mix design with more cement in the mix. The unit cost of \$262.50 per ton was deemed reasonable since the MDOT 2021 Weighted Average Price report, reported an averager low 3 bidders price of \$337.91 per ton.

Subbase, CIP	3010002	0715	0715	208592A	0001 Extra	350.000	Cyd	20.52000	\$7,182.00
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Reason: Item was inadvertently left off plans. Unit cost price of \$20.52 per CYD was deemed reasonable since the MDOT Weighted Average Price report for 2021 has an average award unit cost price for this item from \$ 0.41 to \$ 65.00 per CYD.

Total Dollar Value: \$9,019.50



Michigan Department of Transportation

Contract Modification

4/14/2022 2:12 PM

FieldManager 5.3c

Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
208592A	Hot mix asphalt shared use path and timber boardwalk.	21A0562	MDOT Oversight	NRT	61000	
0001	Road Work Federal 88%/City of Muskegon 12%					\$9,019.50
Total:						\$9,019.50
Total Net Change Amount:						\$9,019.50

**Contract Modification**

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.

Prime Contractor: Kamminga & Roodvoets, Inc.		Recommended by Construction Engineer: Gregg Zack - Muskegon TSC	
_____	_____	_____	_____
Signature	Date	Signature	Date
Prepared by Project Engineer: Leo Evans		Authorized by Managing Office Manager:	
_____	_____	_____	_____
Signature	Date	Signature	Date
Prepared by Consultant Project Manager:		Authorized by Region Construction Engineer:	
_____	_____	_____	_____
Signature	Date	Signature	Date
Recommended by Local Agency:		Authorized by Bureau of Field Services:	
_____	_____	_____	_____
Signature	Date	Signature	Date
Authorized by Airport Sponsor:		Authorized by Airports Division:	
_____	_____	_____	_____
Signature	Date	Signature	Date
FEDERAL PARTICIPATION - ACTION BY F.H.W.A.			
___ Approved ___ Not Eligible		_____	
___ See Letter Dated _____		(Signature)	(Date)
FEDERAL PARTICIPATION - ACTION BY F.A.A.			
___ Approved ___ Not Eligible		_____	
___ See Letter Dated _____		(Signature)	(Date)

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 26, 2022	Title: CSX Agreement
Submitted By: LeighAnn Mikesell	Department: City Manager
Brief Summary: Staff is seeking approval to proceed with the CSXT agreement following our due diligence period.	
Detailed Summary: In December of 2021, the City Commission approved the agreement with CSXT for the purchase and removal of the CSXT railroad line from the Jaycees Launch Ramp to the Boys and Girls Clubhouse. During the due diligence period, we have obtained a survey of the entire line, have reviewed all of the crossing agreements and encroachments, and are obtaining a title commitment. A consulting firm has been hired through a State of Michigan grant to complete the environmental review which can take place outside of the due diligence period. As noted in the attorney's memo, there are no concerns with continuing forward through the process.	
Amount Requested: \$1.688 million	Amount Budgeted: \$2 million
Fund(s) or Account(s): State/Federal Grants	Fund(s) or Account(s): N/A
Recommended Motion: to authorize staff to proceed with the CSXT agreement.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



Date: April 15, 2022

To: Mayor and City Commission

From: John Schrier

Re: CSX Railroad Track Property Acquisition

As you will recall, the City Commission authorized the acquisition of railroad track from CSX from just west of Heritage Landing to the westerly end of the line on the former Sappi site. As part of the purchase agreement, CSX agreed to sell additional track on the former Sappi site and two small parcels on the former Muskegon Country Club site to Pure Muskegon, and a related party, for no "additional consideration". The City and Pure Muskegon retained a law firm which specializes railroad matters to negotiate the purchase agreement. City and Pure Muskegon shared the expense of that representation.

That effort culminated in the execution of a purchase agreement dated January 6, 2022. The purchase price is \$1,648,000, of which \$164,800 has been deposited with a title company. The City has 120 days from January 6, 2022 to undertake its due diligence. We can, but are NOT recommending to, terminate the agreement and obtain the deposit back. Rather, staff is recommending to proceed. Five days after the due diligence period ends, i.e., May 6, 2022, the City will owe an additional \$40,000 to be used by CSX to file pleadings necessary to receive consent from an administrative agency of the federal government to sell the railroad track. Once the administrative order is entered with the appropriate federal agency, closing will occur and the remainder of the purchase price will be owed. CSX will then have a limited period of time to actually remove the track.

The only use, and only practical use, of the property which the City will acquire is for a trail, e.g., bike, walking, cross country skiing, snowshoe, etc. Generally, the property we are acquiring is several miles long and 32 feet wide. There will be a provision that if the federal regulatory body believes it is necessary to place the line back in service (not likely), CSX can re-acquire it. The City would then be paid the then fair market value of the line.

The City has undertaken no due diligence as to the former Sappi site. That has been left to Pure Muskegon at its sole expense. At closing, the former Sappi site and two isolated portions of track on the former Muskegon Country Club, will be transferred directly to Pure Muskegon and its affiliate.

As to the track which the City will acquire, the following has been undertaken:

- 1) We have reviewed approximately 100 encroachments. The majority are either private crossings of the railroad track or permits to place pipe under or lines over the track. There is also permission to construct additional spurs between no longer existing foundry sites. In addition, the City has the right to have public crossings. The encumbrances have been reviewed. Many of the agreements are between corporate entities which no longer exist and are for the benefit of business which are longer present. None of the encumbrances give me concern.
- 2) A survey was ordered as to the property the City is acquiring and was delivered earlier this month. There is nothing showing on the survey which gives me concern.
- 3) Upon receipt of the survey, it was forwarded to me, and a title insurance policy has been ordered. I expect to have the title commitment prior to the City Commission meeting on April 26, 2022. Given the previous disclosure by CSX of the 100+ encroachments, I do not expect to have any concerns with the title commitment.
- 4) City staff retained an environmental consultant. There has been a substantial amount of previous testing of the land the City is acquiring. Discussions between the City's consultant and state regulators have not raised any concerns about our acquisition. The City will need to undertake additional environmental work, but no remediation, to ensure that the City does not become liable for any pollution or remediation costs. The City's consultant is working with state regulators to obtain a grant to cover future environmental reporting and work plan requirements. There is nothing that gives me concern.

The recommendation is to proceed.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 26, 2022	Title: Amendment to the Ride Muskegon Agreement
Submitted By: LeighAnn Mikesell	Department: City Manager's Office
Brief Summary: City staff is seeking approval of the final exhibits in the operating agreement with Ride Muskegon, LLC.	
Detailed Summary: When the operating agreement was approved by the commission, a motion was made to return to the commission with the proposed final attachments for adoption. The final attachments are provided for consideration as is the executed agreement.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the final exhibits in the operating agreement with Ride Muskegon, LLC.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

**ATTACHMENT A
NOTICE TO PROCEED
CITY OF MUSKEGON**

To: Ride Muskegon, LLC

Date: _____, 2022

Contract: Operating Agreement for Shared-Mobility Service in the City of Muskegon

Project: Shared-Mobility Service Project

Authorization:

You are notified that, in accordance with the Operating Agreement dated March ____, 2022, incorporated herein by reference, you are authorized by the City of Muskegon, State of Michigan, to establish and commence a Shared-Mobility Service program in the City of Muskegon, State of Michigan, for an initial term of five years (5), with the option to enter into renewal terms, in accordance with Article II of the Operating Agreement entered into between the parties dated March ____, 2022, incorporated herein by reference.

Program Start Date: April _____, 2022

Initial Program Renewal Date: April _____, 2027

By: _____

Frank Peterson
Its: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

OPERATOR:

RIDE MUSKEGON, LLC

a Michigan limited liability company

By: Stephen Parent
Its: Member

By: Terry Puffer
Its: Member

ATTACHMENT B

KEY PERFORMANCE INDICATORS

Performance Indicator	Description	Measure Period	Measured Unit	Threshold
System Reporting	Monthly reports and limited Administration access provided.	Monthly/Annually	See below	See below
Device Availability	Number of Shared Mobility Devices available for use in a day, relative to the number of Shared Mobility Devices in possession of Operator	Average monthly	E-scooter; E-bicycle (if implemented)	100% N/A
Device Maintenance and Inspection	Number of Shared Mobility Devices receiving a maintenance inspection	Monthly	% of Shared Mobility Devices in service	80%
Station Maintenance and Inspection	Stations receiving a cleaning and inspection	At least two (2) times per month, not to exceed twenty-one (21) days between cleaning and inspections	% of stations	10%
Device Response Time	Time to respond to reported deficient, damaged, or unclean station components of devices.	Per occurrence, as necessary or during regularly scheduled maintenance monthly	Complaint response time	Between 30 minutes to 12 hours
Website/Mobile App in Service	Percentage of time that the website and mobile app are in service	As needed during the term of the Agreement	% of total minutes per month	99%
Customer Service Availability	Live Response – Operator will maintain a toll-free customer service number from 9am – 9 pm; Message (after hours) – 24/7 after - hours to address customer concerns and inquires	As needed during the term of the Agreement	Minutes/Hours	95%
Customer Service Response Time	Response time between customer inquiry and complaint resolution	Any given point in time during the term of the Agreement	Complaint acknowledgement and Operation resolution/response time. Measured in minutes/hours.	Reasonable amount of time, with goal of 24 hours or less
Device Distribution	See below	See below	See below	See Redistribution (below)

Redistribution. The City of Muskegon will continuously work with Ride Muskegon, LLC to identify High Priority Areas based on usage in the designated Operating Areas. Once High Priority Areas are identified, Ride Muskegon, LLC, will use its best efforts to distribute a reasonable number of Shared-Mobility Devices to areas to satisfy the demands of said areas in an effort to increase the number of Shared-Mobility Devices available to the public.

ATTACHMENT C

City of Muskegon Location Specific Conditions

None provided as of date of Operating Agreement.

ATTACHMENT D

USER FEES FOR INITIAL LAUNCH

The following fee schedule is reflective of the initial fees to charge Users decided by the parties and are subject to change from time to time.

Pay as You Go	\$1.25 to unlock; \$.20 per minute
Non-Parking Zone Fee:	\$5.00 (Free 1 st Occurrence)
Idle Fee (Shared Mobility Device Remains Active, but Parked)	\$0.35 Per Minute
Surcharge	\$0.25 per use

ATTACHMENT E

CERTIFICATE OF INSURANCE

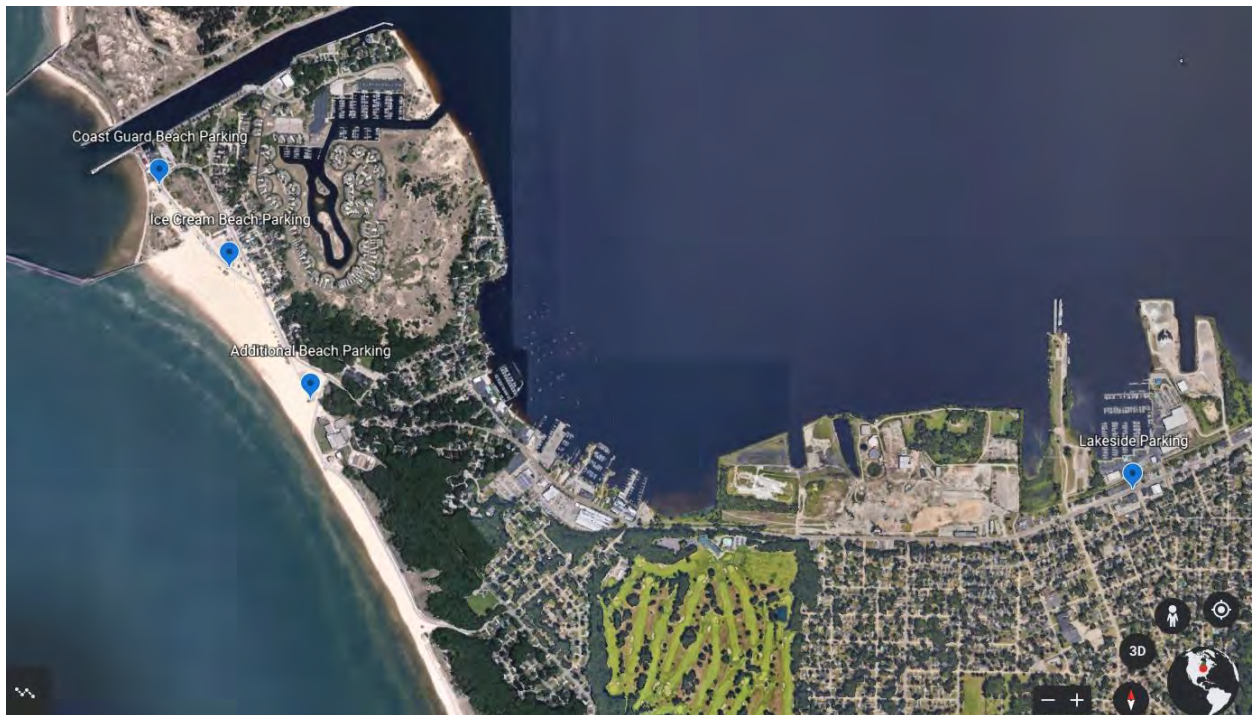
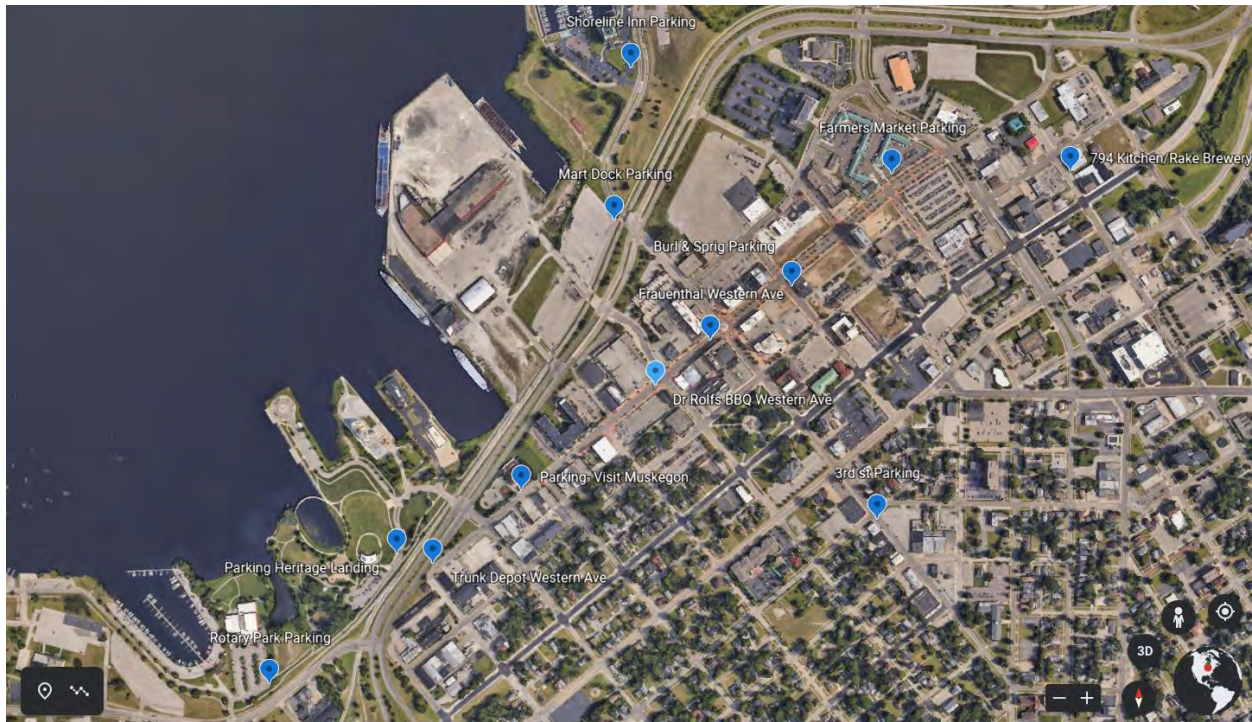
Operator will provide Certificate of Insurance from Hanover Insurance authorizing issuance such certifications and insurance subsequent to the successful implementation of the Operating Agreement and provisioning of Shared Mobility Devices.

ATTACHMENT F

APPROVED LOCATIONS FOR SHARED-MOBILITY DEVICES AND SERVICES

LINK to interactive map of locations:

https://earth.google.com/earth/d/1v4fab3brssz5OBwVxGDGf1q_h7MWSE0h?usp=sharing



16 CITY LOCATIONS:

- 1. 794 Kitchen/Rake Brewery**
- 2. Lakeside Parking**
- 3. Additional Beach Parking**
- 4. Coast Guard Beach Parking**
- 5. Ice Cream Beach Parking**
- 6. Dr Rolfs BBQ Western**
- 7. Trunk Depot Western**
- 8. Shoreline Inn**
- 9. Mart Dock**
- 10. Heritage Landing – TBD**
- 11. Farmers Market Western**
- 12. Frauenthal Western**
- 13. Burl and Sprig**
- 14. 3rd St**
- 15. Visit Muskegon Western**
- 16. Rotary Park**

1. 794 Kitchen/Rake Brewery:



2. Lakeside Parking:



3. Additional Beach Parking:



4. Coast Guard Parking:



5. Ice Cream Beach Parking:



6. Dr Rolfs BBQ Western



7. Trunk Depot Western



8. Shoreline Inn



9. Mart Dock



10. Heritage Landing

TBD

11. Farmers Market Western



12. Frauenthal Western



13. Burl and Sprig





14. 3rd St



15. Visit Muskegon Western



16. Rotary Park



ATTACHMENT G

Map of Furnished Facilities and Scope of Facility Use

Not Applicable.

OPERATING AGREEMENT

RIDE MUSKEGON & CITY OF MUSKEGON

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OPERATING AGREEMENT

This Operating Agreement (“Agreement”) is made by and between Ride Muskegon, LLC, a Michigan limited liability company (“Operator”), and the City of Muskegon, Michigan (“Muskegon” and together with Operator, collectively, “Parties,” or each a “Party”). The Parties agree to the terms and conditions of this Agreement.

RECITALS

WHEREAS, the Parties agree to the following:

A. That authority to enter into this Agreement and, each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations, have been duly authorized.

B. The Parties acknowledge that the mutual promises and covenants contained herein, and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Muskegon is a municipality incorporated under the laws of Michigan and has jurisdiction over the operations conducted within its municipal boundaries.

D. A goal of Muskegon is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility;

E. Scooter share and other Shared-Mobility devices, products, and services are a component to help Muskegon achieve its transportation goals and Muskegon’s desires to make scooter share and related Shared-Mobility services available to residents and employees;

F. Operator is a qualified provider of electronic scooters (“e-scooters”) and other shared electronic mobility devices, products, and services and proposes to operate a scooter share and Shared-Mobility program within Muskegon;

G. Operator requests the non-exclusive use of Muskegon streets, sidewalks, and public ways to provide e-scooter and other electronic Shared-Mobility services efficiently and effectively; and

H. The use of Muskegon streets, sidewalks, and public ways for e-scooter share and other Shared-Mobility Devices is a benefit to the residents and businesses of Muskegon.

I. That the purpose of this Agreement is to establish the terms and conditions relating to Operator’s operation of e-scooter and other electronic Shared-Mobility services (“Shared-Mobility Services”) in the jurisdictions that make up Muskegon.

THEREFORE, in consideration of the foregoing and the acceptance of all response, verbal and written, submitted by Operator, hereby incorporated by reference, and intending to be legally bound, the Parties enter into an Agreement for Shared-Mobility Services as follows:

I. DEFINITIONS

The following terms will be construed and interpreted as follows:

A. “Effective Date” means the date on which this Agreement is fully approved and executed, as shown by the final signature on the signature page of this Agreement.

B. “Intellectual Property” means Operator’s Shared-Mobility Devices and other equipment, all materials and Marks prepared by Operator or its Affiliates in connection with this Agreement, copyrights, software, patents, patent applications and patent disclosures and inventions (whether patentable or not), all know-how, show-how and confidential information related to any of the foregoing, and together with all of the moral rights in and goodwill associated therewith, derivative works, corrections, enhancements, updates, modifications, tangible or intangible proprietary information, rights to apply for registration, except for any confidential information of Muskegon.

C. “Marks” means trademarks, service marks, trade secrets, trade dress, trade names, logos, taglines, corporate names and domain names, insignia, and symbols or decorative signs.

D. “Operating Area” means the designated jurisdictional boundaries of Muskegon where Shared-Mobility Devices are authorized to be operated by users.

E. “City Property” means property owned, leased, or controlled by the City of Muskegon, including but not limited to public right of way, easements, city and regional parkland, and green space surrounding City-owned Buildings.

F. “Shared-Mobility Devices” means e-bikes, e-scooters, and additional related products provided by Operator to Muskegon approved and agreed to by the Parties in this Agreement.

G. “Shared-Mobility Services” means all e-scooter and other electronic Shared-Mobility services provided by Operator to Muskegon approved and agreed to by the Parties in this Agreement.

H. “Designated Parking Zone” is a space located in the public right-of-way specifically identified by City of Muskegon for parking Shared-Mobility Devices between trips, which will not be used by any other company or Competitor, except for Operator, during this Agreement. Muskegon reserves the right to change the “Designated Parking Zone” on sixty (60) days’ written notice, or as otherwise mutually agreed upon between the Parties in writing.

I. “Term” means collectively the Initial Term, and any potential Renewal Terms.

J. “Service Area” means the area within Muskegon’s municipal boundaries.

K. “E-Scooter” is defined as an electric skateboard, which includes a stand-on scooter with an electric motor per Michigan Vehicle Code Act 300, 257.660 (MCL 257-660).

L. “Electric Assist Bicycle” is defined as a bicycle equipped with an electric motor that provides assistance only when the rider is pedaling and disengages or ceases to function when the bicycle reaches a speed of twenty (20) miles per hour per Michigan Vehicle Code, Act 300, 257-13e (MCL 257-13e).

M. “Transit Zone” means any portion of a street, sidewalk, or other area intended for use of transit vehicles or patrons, including bus stops, bus platforms, transit shelters, passenger waiting areas, and bus layover and staging zones.

N. “Competitor” is defined as any person or entity that engages in any business, trade, or similar operation to the type of business conducted by Operator within the Operating Area and also competes with Operator in the Operating Area. Notwithstanding the foregoing, Lake Effect Sport, LLC, a Michigan limited liability company (“Lake Effect”), will not be classified as a Competitor regarding any current or future agreement between Lake Effect and Muskegon concerning mobility devices owned by Lake Effect and offered for rent to and usage by their customers. Accordingly, in the event Lake Effect and Muskegon enter into an agreement similar to this Operating Agreement, Lake Effect’s use of designated parking zones specifically identified under such prospective agreement that are located on City Property within the Service Area will not be subject to the restrictions and terms and conditions as contained in Article XI during the term or any renewal term of this Agreement.

II. TERM AND RENEWAL

A. Initial Term. This Agreement and the Parties respective performance will commence on the Effective Date and continue for a period of five (5) years from the Effective Date (“Initial Term”), unless sooner terminated as provided herein. Upon expiration of the Initial Term, this Agreement will automatically renew for up to four (4) additional five (5) year periods (each five (5) year period is a “Renewal Term”) unless either Party provides written notice to the other Party of its election not to renew no later than one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

III. USE OF PREMISES

Subject to the conditions of this Agreement, Muskegon hereby grants Operator a license to operate and provide the services and products described herein within its jurisdiction and to access designated locations approved by Muskegon for the purpose of installing, establishing, and maintaining docking stations, Shared-Mobility Devices and Services. This license is subject to the following conditions:

A. Approvals. Operator will obtain all required federal, state, and local licenses and permits necessary to perform the services. Operator will maintain good standing and comply with all required federal, state, municipal and local laws, regulations, rules, and ordinances. If any governmental restrictions are imposed on Operator that would necessitate alteration of the performance of the services offered by Operator under this Agreement, Operator will immediately

notify Muskegon and will work with Muskegon in good faith to modify the services in a way to comply with such restriction but also maintains the essence of this Agreement.

B. Municipal Authorization. Operator acknowledges that it may be required to obtain additional approvals from Muskegon to conduct certain aspects of its services, including establishing docking stations in the public right of way. Muskegon agrees to assist Operator, as appropriate, with navigating its approval procedures to obtain required licenses, permits, authorizations, approvals, licenses, or consents. Notwithstanding this commitment, Muskegon cannot guarantee approval of any application or request of Operator and nothing in this Section will be interpreted to do so. Furthermore, if such authorization cannot be obtained, the Agreement will not become binding on Operator and neither Party will be held liable for such failure.

C. State Law. The Parties acknowledge that use of the Shared-Mobility Devices is subject to the laws of the State of Michigan. To the extent legislative efforts are needed at the state level, Operator will be solely responsible for all such efforts that may be necessary.

IV. SERVICES

A. Establishing Goals. Fleet size and service areas will be based on reasonable goals. Parties will work together to create and update goals based on data and usage. Operator will comply with all reasonable requests to deploy, establish, and maintain Shared-Mobility Devices and Services, throughout the jurisdiction of Muskegon, based on the goals set by the Parties subject to the conditions contained in this Agreement. Both Parties acknowledge that during a global pandemic which has created great uncertainty in the production and movement of products throughout the world. It is acknowledged that the project goals above are subject to change. Therefore, Parties will provide written notice if a goal will not be achieved and such failure to achieve a goal will not be considered a breach of this Agreement.

B. Location of Fleet. Operator will decide how to distribute Shared-Mobility Devices and docking stations within the service area after consultation with Muskegon and its appropriate municipal departments to ensure reasonable distribution. Operator will only locate Shared-Mobility Devices and docking stations once written approval has been given by Muskegon's appropriate departments (which will be identified and disclosed by Muskegon to Operator contemporaneously with executing this Agreement, or within a reasonable amount of time thereafter). Once a location has been approved in writing it will be attached to this Agreement as Attachment F and updated as needed.

C. Hours. Operator will provide a safe, clean, and accessible system that allows public access and use of Shared-Mobility Devices and docking stations twenty-four (24) hours per day, seven (7) days a week, unless weather inhibits use of Operator's system for any period of time, in accordance with Attachment B, "Key Performance Indicators."

D. Tracking. Operator and Muskegon's appropriate department(s) (which will be identified and disclosed by Muskegon to Operator contemporaneously with executing this Agreement, or within a reasonable amount of time thereafter) will communicate data and work together to designate operating areas and regulate and track electric assist functions for Shared-Mobility Devices through geo-fencing or other available means, as agreed upon by the Parties and

otherwise described in the specific conditions found in this Agreement as Attachment C, “City of Muskegon Specific Area Conditions.”

V. EQUIPMENT

Operator will provide the following equipment on or before the date on which the Shared-Mobility Devices are deployed as required by this Agreement:

A. Installation of Shared-Mobility Devices. Operator will supply, install, deploy, establish, and maintain the quantity of e-bikes, e-scooters, and docking stations as needed by Muskegon.

B. Application and Web Page. Operator will establish a downloadable mobile application where users can order services and obtain information. Operator will make the mobile application available for download in Apple iOS and Android so that customers may download the mobile application to their mobile devices and register for an account, subject to their acceptance of the end user license agreement and other legal notices related to the mobile application. Operator will make the mobile application available for use in connection with use of the Shared-Mobility Devices, including unlocking a Shared-Mobility Device from a docking station.

C. Usage. Operator will have all necessary software and technology to be able to monitor customer usage of Operators equipment and to make adjustment to quantities of Shared-Mobility Devices at applicable docking stations.

D. Maintenance by Operator. Operator will maintain its Shared-Mobility Devices, docking stations, mobile application, web page, and all software and technology in good working order in accordance with the key performance indicators set forth in Attachment B, including routine and necessary maintenance and repairs.

E. Facilities. Muskegon agrees to furnish, without charge, mutually agreeable locations and adequate municipal space for use by Operator and Operator’s personnel for storage and for performing services as maybe reasonably necessary under this Agreement and found in this Agreement as Attachment G, “Map of Furnished Facilities and Scope of Facility Use.” Muskegon reserves the right to alter the “Facilities” upon sixty (60) days’ written notice.

F. Removal by Muskegon. If an area in proximity to a docking station or other property owned by Operator requires maintenance, is the location of an event, or otherwise requires access by an agent of Muskegon, Muskegon may, with seven (7) day’s advance written notice to Operator, require the Operator to move its property. Such relocation may be temporary or permanent; if permanent, Muskegon will work in good faith with the Operator to find a replacement location. Such relocation will be at the Operator’s expense. If Muskegon is forced to move Operator’s property, Muskegon will not be liable for any resulting damage to this property.

G. Standards. All Shared-Mobility Devices and docking stations will comply with all safety standards established by the United States Consumer Product Safety Commission and any other standard established under federal, state, and local law.

H. Equipment Specifications, Maintenance, and Security. Operator will ensure that:

- (1) All scooters must meet the requirements for lighting equipment set forth in Michigan Vehicle Code 257.662.
- (2) All bicycles and scooters must be powered by electric motor (internal combustion engines are not permitted).
- (3) Each bicycle and scooter must have a unique identifier, such as a number visible to the user of the bicycle and scooter.
- (4) All bicycles and scooters must include on-board GPS capabilities to ensure Operator's ability to locate and retrieve bicycles and scooters at any time as needed.
- (5) Each bicycle and scooter must be maintained in a safe and operable condition, and any bicycles or scooters deemed to be inoperable or unsafe must be immediately made unavailable for use and removed from city property.
- (6) Operator will have the ability to remotely lock or disable any Shared-Mobility Device deemed unsafe by either Party. Operator will remotely lock or disable any unsafe Shared-Mobility Device upon request by Muskegon.
- (7) Operator must provide customers and city staff with a twenty-four (24) hour customer service phone number and electronic communication method(s) for reporting safety or maintenance issues with Shared-Mobility Devices, or to ask questions or register complaints.
- (8) All Shared-Mobility Devices, docking stations, and equipment used by Operator in connection with this Agreement, unless otherwise expressly set forth in this Agreement, will remain the property of Operator, and will at no time be deemed a fixture or property belonging to Muskegon or any other party. Any equipment belonging to Muskegon used in connection with this Agreement, unless otherwise expressly set forth in this Agreement, will remain the property of Muskegon. The Parties will not directly or indirectly cause or create any mortgage, pledge, lien, charge, security interest, claim or other encumbrance on or with respect to such equipment.
- (9) Operator will require its users to acknowledge and accept the applicable laws for operation of bicycles and scooters in the city of Muskegon and as required in MCL Article 257, Sections 642(1), 648, 656, 662, 676, 679, 69, and 79 and any applicable City of Muskegon Ordinance and require that users comply with these laws prior to use.
- (10) Operator must require its users to acknowledge and accept that the customer will not use the bicycles or scooters in a manner that is illegal, reckless, or in a manner that endangers others.

VI. OPERATIONS

A. Support. Operator will provide ongoing support, training, parts, and other agreed upon services and actions for its local operational personnel to ensure continued access and enjoyment by users without interruption.

B. Business Operation. Operator will be solely and exclusively responsible for system operations, maintenance, collection of fees and revenues, and promotion of products. Muskegon acknowledges and agrees that Operator may, at its sole discretion, use subcontractors and consultants to perform some or all of the services or provide devices under this Agreement. In the event Operator utilizes subcontractors or consultants to perform any services or provide any of the devices, Operator will remain responsible under this Agreement.

C. Customer Service. Operator will maintain a call center that can be accessed by the public by phone or electronically. Operator will sufficiently staff such facilities and provide all tools, parts, training, supplies, and equipment to ensure the highest level of customer service with minimum response time waits.

D. Staffing. Operator will maintain qualified personnel and ensure adequate staffing to respond to customer demands, including staffing for expected large-scale community and college events. Operator will employ sufficient staff, contractors, and vendors in number and skill to be capable of providing the services.

E. Public Outreach. At the request of Muskegon, Operator may have a designated representative attend Muskegon-led public events and meetings as decided at the sole discretion of Operator.

F. Non-discrimination. Operator, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin, veteran status, gender, sexual orientation, disability, or any other protected class will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any of its services.

G. Advertising Policies. If Operator desires to advertise on its equipment, any advertisements must be pre-approved by Muskegon, and meet local and state advertising regulations before they are installed or otherwise displayed. Such requests to Muskegon must either be approved or denied in writing within twenty-one (21) business days of any written request by Operator and, if Muskegon does not timely provide its decision, the advertisement will be deemed approved for use. Operator agrees to abide by Muskegon's advertising restrictions related to advertisements and understands that Muskegon will have a right to review in advance, monitor and or disallow all advertising that Operator proposes to install or display, in its sole discretion. Muskegon will have the right to request, in writing, the removal of any advertising and Operator will have twenty-one (21) business days to comply with the written request. Muskegon will not be entitled to any revenue generated from advertising under this Agreement.

VII. USER FEES

In addition to any other fees required under this Agreement, Operator may establish, charge, and collect user fees from customers for the use of Operator's e-bikes and e-scooters ("User Fees"), subject to the following conditions:

A. Responsibility. Operator will be solely responsible for processing and handling all payments, fees, penalties, or other monetary transactions by users of the system.

B. Payment Methods. Operator's system will be designed to automatically complete financial transactions entered with data input at its mobile application.

VIII. GENERAL OPERATIONAL CONDITIONS ON USE

A. Safety. Operator will require any user renting its Shared-Mobility Devices to have read and acknowledged reading safety requirements and conditions of use. Operator and Muskegon will work together to identify such safety requirements and conditions of use, but at a minimum, such conditions will include informing the user that a helmet should be used for the operation of Shared-Mobility Devices, speed limitations for such devices, and location restrictions for such devices. User's injury or violation of any applicable law or sanctions for any illegal or improper use of bicycles or scooters including, but not limited to, parking violations, will not constitute Operator's failure to notify users of all applicable laws, codes, ordinances, and safety guidelines as required under this Agreement.

B. Protocols. Operator will develop and maintain protocols that can be utilized for handling extreme weather events, emergency situations, extraordinary events, and maintenance activities. These protocols will be made available to Muskegon upon request.

C. Training. Operator will develop and provide at least one training/educational class at a location, to be determined by Muskegon, demonstrating how to access and use Shared-Mobility Devices and Shared-Mobility Services. Operator will report back to Muskegon on attendance and engagement for the training upon completion. Operator will work with Muskegon to develop and implement a marketing and outreach plan for the training class.

D. Speeds. Subject to further restrictions under this agreement, Operator will ensure that the maximum operating speed for the electric function of Shared-Mobility Devices does not exceed twenty (20) miles per hour for e-bikes and fifteen (15) miles per hour for e-scooters and will work with Muskegon to implement speed restriction zones where necessary.

E. Bicycle and Scooter Parking. Muskegon, at its own discretion, may support the Shared-Mobility Services and Shared-Mobility Devices with the installation of racks and or Designated Parking Zones in Muskegon to assist with the orderly parking of Shared-Mobility Devices throughout the service area. The decision to undertake such action, and the decision as to where such racks or parking areas will be located will be the sole discretion of Muskegon.

IX. LOCATIONAL RESTRICTIONS

A. Out of Hub Fee. Operator will charge a user a minimum fee of _____ (\$____) dollars for failing to dock a Shared-Mobility Device to an approved designated structural or virtual docking station under this agreement.

B. Out of Area Fee. Operator will charge a user an Operator-determined fee for leaving a Shared-Mobility Device in a location outside the Operating Area.

C. Restricted Usage. Operator will ensure that the electronic assist function of any Shared-Mobility Device that operates outside the Operating Area is automatically disabled once the Shared-Mobility Device leaves the Operating Area.

D. Operator's Response. Operator will include contact information on each Shared-Mobility Device where complaints can be received. Operator will also include information about how complaints can be reported to Operator when Shared-Mobility Devices are accessed. If Operator receives a complaint that any Shared-Mobility Device has been improperly parked or not docked to a designated structural or virtual docking station, Operator will respond to the complaint, remove the Shared-Mobility Device from its current location, and return the Shared-Mobility Devices to an appropriate structural or virtual docking station within a reasonable amount of time.

E. Geofencing. Muskegon reserves the right to mandate Operator use geofencing or other in-app methods to prohibit parking, using, or locking scooters in specified areas, and or to direct users to specified parking areas, to make such request, Muskegon must document in writing how such geofencing measures are necessary for the public health, safety, and welfare of Muskegon. Operator will also use geofencing or other in-app methods to limit speed of bicycles and scooters in designated areas. Operator will comply with any geofencing requirements within five (5) business days of a written request made by Muskegon or any of its respective municipal departments.

X. DATA

A. Collection. Operator will collect data related to the use of its Shared-Mobility Devices. Such data will include number of users, number of trips, trip origin/destination and routes, trip time, trip mileage, docking station usage, devices in service, operable devices, and other data related to the key performance indicators set forth in Attachment B. Such data may also include carbon impacts, calories burned, and money saved. Operator will also collect real time data on the location of Shared-Mobility Devices, maintenance status, customer complaints, response times, aggregate system use, crashes, damaged/lost vehicles, fee collection/revenue. All data collected, including GPS tracking, will be based upon information collected from the Shared-Mobility Devices and not from a user's phone. Operator may provide users with user surveys only if surveys are opt-in and all survey questions are approved by Muskegon prior to use.

B. Sharing. Within seven (7) days of receipt of a written request by Muskegon or any of this respective municipal departments, Operator will provide Muskegon with data collected pursuant to this Section during the term of this Agreement. Operator will also supply data on request for special projects, as part of transportation and infrastructure planning, and any other reasonable requests. Data will be provided in MDS format to the Muskegon and any other third

party approved by Muskegon. Muskegon retains the right to request aggregated reports on system use, compliance, and operations in other available formats (.csv, .excel, or similar), if such request are deemed reasonable. Shared data will be anonymized to be available to the public for use in applications not affiliated with Operator or Muskegon.

C. Privacy. Operator will keep all data collected anonymous and not collect personally identifiable information so that such data may be disseminated to the public and not for use in third-party applications. Operator will provide each user with a clear and upfront description of data collected to users to ensure that the user fully understands and agrees to data collection. This will include a clear identification of data collected while using Operator's website and or mobile application. To protect the user's privacy interest, Operator will not include any provision requiring a user to agree that personally identifiable information may be shared with third parties. Operator will not include any provision requiring a user to agree to data sharing from a user's personal device to use Operator's services. Rather, Operator will include an opt-in function for access and data collection from a user's personal device.

XI. COOPERATION AND DESIGNATED PARKING ZONE RESTRICTIONS

A. Good Faith Dealings. Muskegon agrees that Operator will provide Shared-Mobility Services and Shared-Mobility Devices within the Service Area or Operating Area during the term of this Agreement. Muskegon will make all reasonable and good faith efforts, and to the best and fullest extent of Muskegon's ability, to coordinate with Operator to ensure that all required resources are made available to Operator.

B. Designated Parking Zone Usage Restrictions. During the term of this Agreement, Muskegon agrees not authorize any other person, company, Competitor, or any similarly defined individual or entity, to use any Designated Parking Zone, or similarly defined parking space, located on City Property and within the Operating Area, within five hundred (500) feet of a Designated Parking Zone used by Operator.

XII. TERMINATION

A. Breach by Operator. Muskegon may terminate its participation in this Agreement due to a material breach of Operator by providing written notice to Operator and giving Operator thirty (30) days to correct the breach. If Operator fails to correct the breach to the satisfaction of Muskegon within thirty (30) days of Operator's receipt of the notice, Muskegon may terminate its participation in this Agreement immediately.

B. Breach by Muskegon. If Muskegon commits a material breach of this Agreement, Operator may terminate its responsibilities to Muskegon under this Agreement by providing notice to Muskegon and give Muskegon sixty (60) days to correct the breach. If Muskegon fails to correct the breach to the satisfaction of Operator within sixty (60) days, Operator may immediately terminate its obligations to Muskegon.

C. Voluntary by Operator or Muskegon. Operator may voluntarily terminate this Agreement by providing Muskegon ninety (90) days' written notice prior to the desired termination date. After December 31, 2023, Muskegon may voluntarily terminate this Agreement by providing Operator ninety (90) days' written notice prior to the desired termination date.

XIII. CONDITION ON TERMINATION

Upon expiration or termination of this Agreement, Operator will remove all Shared-Mobility Devices, docking stations, and any other equipment within thirty (30) days and return the applicable premises to the same condition as it existed prior to this Agreement, unless otherwise agreed to in writing with Muskegon.

XIV. INTELLECTUAL PROPERTY

All rights in Operator's Intellectual Property related to the services provided under this Agreement, are and will be owned by Operator (or, in certain instances, by its Affiliates), and not by Muskegon. Operator hereby grants Muskegon a limited license to use all such Intellectual Property rights solely in connection with the services during the term, free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sub licensable, fully paid-up, and royalty-free basis, to the extent necessary to enable Muskegon to make reasonable use of the services. Muskegon acknowledges and agrees that other than as expressly provided herein, nothing in this Agreement will be construed as Operator directly or indirectly, selling, leasing, licensing, pledging, sublicensing, lending, encumbering or otherwise transferring any of the foregoing Intellectual Property rights other than in connection with the services.

XV. MARKS

No Party grants to the other Party any right in or license to use such Party's Marks, other than as expressly set forth in this Agreement. Any signage or communication containing a Party's Marks must be approved by that Party, in advance.

XVI. REPRESENTATIONS AND WARRANTIES

A. Operator. Operator represents and warrants that (a) it is duly authorized to do business by the State of Michigan; (b) it has the lawful power to engage in the business it presently conducts and contemplates conducting, and is not party to any investigation, proceeding or action by any governmental authority which may materially affect its ability to effectuate its obligations under this Agreement and, in the event that it becomes such a party, will immediately notify Muskegon of such investigation, proceeding or action; (c) it has the authority to execute and carry out this Agreement and to perform its obligations hereunder, and has obtained all necessary authorizations in connection therewith; (d) it has obtained and will obtain from time to time any and all licenses, permits or other approvals required under applicable law, which license, permits or other approvals will be kept current at all times throughout the Term; (e) the execution, delivery and performance of under this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by its constituent documents or internal regulations, any applicable law or any material covenant, agreement, understanding, decree, judgment, indenture, instrument or order to which it is a party or by which it or any of its properties

or assets is bound or affected; and (f) it will comply with all applicable law related to this Agreement and will cooperate fully with Muskegon in complying with such applicable law.

B. Muskegon. Muskegon represents and warrants that they are the governmental authority with jurisdiction over its respective premises, that they have obtained all necessary approval and possess the legal authority to enter into this Agreement, and have taken all actions required by its procedures, by-laws, or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind themselves to its terms.

XVII. INSURANCE

Prior to the Effective Date of this Agreement, Operator will obtain insurance coverage meeting each requirement and condition set forth herein.

A. Carrier. Operator will obtain insurance coverage from an insurance company registered and licensed to do business in the State of Michigan and having an A.M. Best insurance rating of at least A- financial size category VIII or better by the latest *Best Insurance Report* or has an analogous rating from a comparable rating service approved by Muskegon.

B. Certificate of Insurance. Proof of insurance and compliance with all requirements in this section should be evidenced on a certificate of insurance acceptable to Muskegon. The certificate will, at a minimum, contain the following: (1) authorized agent information; (2) insured information; (3) insurance company information; (4) description of policies, including coverage types and amounts; (5) policy number(s) and period(s); (6) limits of liability; (7) Muskegon's information as additional insured and certificate holder; and (8) cancellation information. The certificate of insurance must be received by Muskegon prior to the Effective Date of this Agreement.

C. Additional Insured. Each required insurance policy (except for workers' compensation) will name Muskegon as an additional insured and loss payee.

D. Cancellation. All certificates will contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed, or not renewed without at least thirty (30) days written prior notice to Muskegon, or fifteen (15) days for non-payment. The policies will not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents, or other representatives, and will contain a clause to the effect that such policies and the coverage evidenced thereby will be primary with respect to any policies carried by Muskegon, and that any coverage carried by Muskegon will be excess insurance.

E. Insurance Coverages. During the term of this Agreement, Operator agrees to purchase and maintain the following types of insurance coverages, consistent with the policies and requirements of Muskegon and provide evidence of continuing coverage to Muskegon:

(1) Commercial General Liability Insurance. Operator will procure Commercial General Liability Insurance, on an occurrence form, providing all major divisions of coverage, including but not limited to: (1) Premises Operations; (2) Products and Completed Operations; (3) Personal Injury and Advertising liability; (4) Fire legal

liability. The Commercial General Liability Insurance will provide the following minimum limits:

General Aggregate:	\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$250,000
Med. Expense (Any one person)	\$5,000

(2) **Workers Compensation.** Operator will provide Workers' Compensation coverage in accordance with the statutory limits as established by the State of Michigan and with a minimum limit for employer's liability no lower than the following: Bodily Injury by Accident – \$500,000 each accident; Bodily Injury by Disease – \$500,000 each employee. Operator will require all contractors and subcontractors performing work on its behalf under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Operator will require that all subcontractors submit certificates of such insurance to Muskegon prior to performing.

(3) **Employers' Liability Insurance.** Operator will also maintain Employers' Liability Insurance Coverage with limits of at least:

Bodily Injury by Accident:	\$500,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
	\$500,000 each employee

(4) **Commercial Business Automobile Liability Insurance.** Operator will provide Commercial Business Automobile Liability Insurance, which will include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy will provide not less than \$1,000,000 Combined Single Limits for each accident.

(5) **Commercial Umbrella Liability Insurance.** Operator will provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability, and Employers' Liability on a follow form basis in addition to the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above will be \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

(6) **Application to Others.** Operator will require all contractors, subcontractors, agents, or workers performing work or services on its behalf in furtherance of this Agreement to obtain an insurance coverage meeting the requirements of this Section as evidence on a certificate of insurance. Operator will require that all such persons submit certificates of such insurance to Muskegon prior to performing work or services.

(7) **Maintaining Coverage.** Muskegon may require copies of any insurance policies entered into by Operator, and Operator is responsible for annually verifying and confirming in writing to Muskegon that all sub-contractors, agents, operators or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement will meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Operator.

(8) **Continuing Obligation.** Unless otherwise expressly provided herein, the obligation to insure as provided herein continues throughout term of this Agreement and will not terminate until this Agreement has expired or been terminated, and the right to occupy the premises is returned to Muskegon.

XVIII. INDEMNIFICATION

Operator will—at its sole cost and expense—indemnify, defend, and hold harmless Muskegon, its officers, agents, and employees, its successors and assigns, individually or collectively, from and against all liability and any claims, suits, expenses, losses, judgments, proceedings, damages, expenses, demands, suits, costs (including costs of defense, reasonable attorney fees, and reasonable professional fees incurred in defense or incurred in enforcement of this indemnity), and causes of action of every kind or character whatsoever, directly or indirectly arising from, related to, or connected with, in whole or in part, Operator's services under this Agreement, including but not limited to claims directly or indirectly arising from, related to or connected with, in whole or in part: any act, omission, fraud, wrongful or reckless conduct, fault or negligence by Operator, or its officers, directors, agents, employees, subcontractors or suppliers of any tier, or by any of its employees, agents, or persons under its direction or control.

XIX. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted under applicable law, no Party will be liable to the other Party for any indirect, special, consequential, moral, exemplary, or punitive damages, or for any loss of use, loss of production, loss of revenue or profits, cost of capital, loss of goodwill, or loss of opportunity, arising out of or in connection with, this Agreement, whether based in contract, tort, or any other theory at law or in equity, regardless of whether such damage was foreseeable and each Party expressly releases the other Party from any such liability. The limitations on liability in this Section will not apply to: (1) a Party's criminal or fraudulent conduct; (2) Operator's obligations of indemnification; (3) any applicable insurance proceeds; or (4) anything prohibited by applicable law governing the Parties.

Each Party assumes all risks of personal injury and property damage attributable to the acts or omissions of such Party or any of its affiliates, to the degree that such damage is attributable to such Party or its affiliate. Operator makes no warrant whatsoever with respect to the services (including, for clarification, the deliverables, and the services), including any: (i) warranty of merchantability, (ii) warranty of fitness for a particular purpose, or (iii) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

XX. DAMAGE TO PROPERTY

Operator will only be responsible held responsible for damage to property belonging to Muskegon only to the extent caused by an act or omission of the Operator, its agents, or employees. Operator will be responsible for repairing any damaged property and will pay the costs, therefore.

XXI. TAXES

The Parties will be solely responsible for their respective taxes, if any, and related interest or penalties, incurred by such Party in respect of this Agreement including, without limitation, any federal, state, or local income tax, and any withholding or employment taxes imposed upon such Party, including in respect of any advertising revenue to such Party. To the extent that Muskegon owned real property becomes taxable due to this Operating Agreement, Operator will reimburse Muskegon for such taxes.

XXII. FORCE MAJEURE

Neither Party will be deemed to have breached this Agreement if it is prevented from performing any of its obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control, and the Party experiencing force majeure gives written notice to the other Party identifying the nature of such force majeure, and when it began. The Party experiencing force majeure will take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Agreement will be resumed immediately after such cause has been removed, provided that neither Party will be required to settle any labor dispute except upon terms that the Party deems acceptable. The suspension of any obligations under this Section will not cause the term of this Agreement to be extended and will not affect any rights accrued under this Agreement prior to the occurrence of the force majeure. The Party giving notice of the force majeure will also give notice of its cessation.

XXIII. DEFAULT

A. Default. If Muskegon enters into any agreement with a Competitor authorizing Competitor to provide Competitor's shared mobility devices and services within the Operating Area that conflicts with this Agreement, including but not limited to the Designated Parking Zone Restrictions set forth in Article XI, Operator may have a court of competent jurisdiction issue an injunction against Competitor and Muskegon in favor of Operator, declare this Agreement breached by Muskegon, and order that the agreement between Muskegon and Competitor be voided. This provision will not be construed to prevent specific performance of this Agreement or of any of its conditions by either Party.

XXIV. SURCHARGES

A. Surcharge for Unlocking a Shared-Mobility Device. During the term of this Agreement, in addition to the User Fees charged by Operator to users of Shared-Mobility Devices, Operator agrees to include an additional surcharge of \$.25 to each user for each time a user unlocks a Shared-Mobility Device (“Surcharge”). The Surcharge will be paid by users and collected by Operator in similar manner as all other User Fees paid for their use of Operator’s Shared-Mobility Device. The Surcharges will initially be retained by Operator for the benefit of Muskegon and then will be remitted to Muskegon in accordance with Section (B), below.

B. Payment of Surcharges; Accounting. On the fifteenth (15th) day of each month during the term of this Agreement, Operator will remit to Muskegon the total dollar amount of Surcharges paid by users to Operator during the preceding month (“Monthly Surcharge Payment”). In addition to the Monthly Surcharge Payment, Operator will make a reasonable, good faith effort to simultaneously provide Muskegon with financial reports or accountings detailing the number and dollar amount of Surcharges paid by users in order for Muskegon to calculate the total Surcharge Payment owed to Muskegon by Operator.

XXV. NOTICES AND REPRESENTATIVES

All notices and communications related to this Agreement should be made to the following representatives for each Party. Each such notice, request, or other communication will be effective five (5) business days after depositing in the mail or forty-eight (48) hours after the date on which an e-mail notice is verified as received.

Ride Muskegon, LLC

Attn: Stephen Parent
Title: Member
Email: stephen@ridemuskegon.com
Phone #: 231-557-6446
Address: 10574 Robert F Ln.
West Olive, MI 49460

City of Muskegon

Attn: Frank Peterson
Title: City Manager
Email: frank.peterson@shorelinecity.com
Phone #:
Address: City of Muskegon
933 Terrace St.
Muskegon, MI 49440

XXVI. GENERAL PROVISIONS

A. Assignment. Neither Muskegon nor Operator will assign this Agreement, transfer, or otherwise sublet any part of the Services without the expressed written consent of the other, and such consent will not be unreasonably withheld.

B. Binding Effect. All provisions of this Agreement, including the benefits and burdens, will extend to and be binding upon the Parties respective heirs, legal representatives, successors, and assigns.

C. Caption. The captions and headings in this Agreement are for convenience of reference only and will not be used to interpret, define, or limit its provisions.

D. Counterparts. This Agreement may be executed in multiple identical counterparts, all of which will constitute one agreement.

E. Entire Understanding. This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings—oral or written—are merged herein. Prior or contemporaneous additions, deletions, or other changes will not have any force or affect whatsoever, unless embodied herein.

F. Extinguishment and Replacement. This Agreement extinguishes and replaces any prior agreements between the Parties related to the services described herein upon the Effective Date.

G. Modification. Modifications of this Agreement will not be effective unless agreed to in writing by the Parties in a formal written amendment to this Agreement, properly executed and approved by all the Parties.

H. Independent Counsel—Costs. The Parties acknowledge and agree that the terms and conditions of this Agreement have been freely and fairly negotiated. Each Party acknowledges that in executing this Agreement it has relied solely on its own judgment, belief and knowledge, and such advice as it may have received from its own counsel, and that it has not been influenced by any representation or statement made by the other Party or such Party's Affiliates, including its counsel. Each Party will pay its own fees and expenses incurred in connection with the negotiation, drafting and execution of this Agreement, and in respect of the transactions contemplated by this Agreement (including, without limitation, attorney's fees, and costs).

I. Interpretation. The language in all parts of this Agreement will in all cases be construed simply according to its fair meaning and not strictly construed against any Party. This Agreement will be construed, and performance thereof will be determined in accordance with the laws of the State of Michigan.

J. Waiver. No waiver of any provision of this Agreement will be effective unless the same will be in writing and signed by the Party making such waiver, and any such waiver will apply only to the specific occasion which is the subject of such waiver or consent and will not apply to the occurrence of the same or any similar event on any future occasion. No delay express waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision whether or not similar, and no waiver will constitute a continuing waiver. Any delay in enforcement of any provision hereof will not constitute a waiver thereof.

K. Registration. During the term of this Agreement, Operator will be registered as a business in good standing with the State of Michigan and be a recognized business entity authorized to transact business in the State.

L. Severability. The invalidity or unenforceability of any provision of this Agreement or the agreement documents will not affect the validity or enforceability of any other provision, which will remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Terms. Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after expiration or termination will survive such expiration or termination and will be enforceable by Muskegon if Operator fails to perform or comply as required.

N. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive because of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Public Records. All information in this Agreement, or related to this Agreement, is subject to the provisions of the Freedom of Information Act 1976 no. 442, as amended, MCL 15.321, or latest revision thereof.

P. Attorney's Fees. Each Party will be responsible for their legal fees resulting from the enforcement of this Agreement or any rights under this Agreement.

XXVII. RELATIONSHIP

The Parties agree that the Operator is an independent contractor. To that end, the Operator will determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Operator will provide its own tools, materials, or equipment. The Parties agree that neither the Operator nor its principal is an employee of Muskegon or any of its departments, agencies, or related entities. The Parties also agree that neither the Operator nor its principal is entitled to any employee benefits from Muskegon. Operator understands and agrees that it and its members have no right to claim any benefits under Muskegon's employee retirement system, Muskegon's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by Muskegon.

XXVIII. ATTACHMENTS

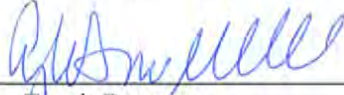
The following attachments are in draft form and upon signing this Agreement, the parties will work in good faith to finalize, adopted, and make part of this Agreement:

Attachment A:	Notice to Proceed with E-scooters and E-bikes
Attachment B:	Key Performance Indicators
Attachment C:	City of Muskegon Specific Area Conditions
Attachment D:	User Fees
Attachment E:	Certificate of Insurance
Attachment F:	Approved locations for Shared-Mobility Devices and Shared-Mobility Services
Attachment G:	Map of Furnished Facilities and Scope of Facility Use

The Parties have signed this Agreement as of the Effective Date.

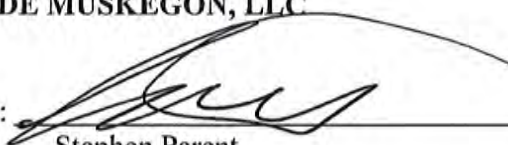
CITY OF MUSKEGON

Dated: April 18, 2022

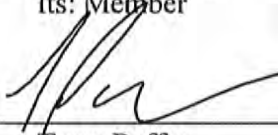
By: 
Frank Peterson
Its: City Manager

RIDE MUSKEGON, LLC

Dated: March 04, 2022

By: 
Stephen Parent
Its: Member

Dated: March 04, 2022

By: 
Perry Puffer
Its: Member

ATTACHMENT A

Notice to Proceed with Program

SAMPLE

NOTICE TO PROCEED

City of Muskegon

To: Ride Muskegon, LLC **Date:** _

Contract: Operating Agreement for electric bikes and scooters in the City of Muskegon

Project: Shared-Micro Mobility Project

Authorization: You are notified that, in accordance with the Operating Agreement dated _____, 2022, you are authorized by the City of Muskegon, State of Michigan, to establish and commence an electric scooter program in the City of Muskegon, State of Michigan, for an initial term of five years (5), with the option to enter into renewal terms, in accordance with the Operating Agreement entered into between the parties dated _____, 2022.

Program Start Date: __

Program End Date: __

By: _____

Name:

Its:

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Ride Muskegon, LLC
a Michigan limited liability company

By: Stephen Parent

Its: Member

ATTACHMENT B

Key Performance Indicators

Key Performance Indicators *(EXAMPLE)*

Performance Indicator	Description	Measure Period	Measured Unit	Threshold
System Reporting	Monthly reports and limited Admin access provided.	Monthly/Annual	See below	See below
Device Availability	Number of devices available for use in a day relative to the number of bicycles in the system	Average monthly	E-bicycle	200
			E-scooter (if implemented)	200
Device Maintenance and Inspection	Number of devices receiving a weekly maintenance inspection	Monthly	% of devices in service	80%
Station Maintenance and Inspection	Stations receiving a cleaning and inspection	Twice per month, no more than 21 days between inspections	% of stations	80%
Device Response Time	Time to respond to reported deficient, damaged, or unclean station components of devices.	Any given point in time/monthly	Complaint response time.	12 hours
Website/Mobile App in Service	Percentage of time that the website and mobile app are in service	Any given point in time/ monthly	% of total minutes per month	99%
Customer Service Availability	Contractor will maintain a toll free customer service number from 8a-8p (live response), and a 24/7 after- hours service (message). Customer complaint and resolutions should be tracked through a system.	Any given point in time/monthly	Hours	95%
Customer Service Response Time	Response time between customer inquiry and complaint resolution plan	Any given point in time/monthly	Complaint acknowledgement response time. Resolution plan response time. Measured in hours.	24 hours or less
Device Distribution	See below	See below	See below	See below

Redistribution. CATMA will work with Gotcha to identify High Priority Areas based on station usage per day and peak times of usage. Distribution will be critically timed to increase the probability that each High Priority Area has sufficient bicycles available. Prior to the full launch, Respondent and the CATMA will agree to designate High Priority Areas. Additionally, Gotcha and the CATMA will agree to allocate a set minimum of the total bicycle fleet to the various priority areas specified at peak days and hours.

***THIS IS AN EXAMPLE**

ATTACHMENT C

City of Muskegon Location Specific Conditions

City of Muskegon Specific Conditions Use and Operation *(EXAMPLE)*

Waterfront and Greenway. Operator will ensure that the speed limit for the electronic assistance function of all Shared-Mobility Devices supplied under this Agreement will be limited to no more than the (10) miles per hour when a Shared-Mobility Device is being used within the Burlington Waterfront or on the Burlington Greenway.

Church Street Marketplace. Operator will ensure that the electronic assist function of any Shared-Mobility Device operating on the Church Street Marketplace is automatically disabled once the Shared-Mobility Device enters the Church Street Marketplace.

Operator will provide signs at the Waterfront Greenway docking stations that say, at a minimum, “The motor on these bikes will cease to operate outside of the bike-share system limits, and therefore will not be operational on the Causeway.

Prior to expiration of the initial term and 60 days prior to possible renewal, Operator will provide the City a statement detailing its efforts to integrate escalated pricing into its fee structure, including whether or when escalated pricing will be included as a feature. The City reiterates to Operator that this is an important feature and will be evaluated as one condition of renewal.

THIS IS AN EXAMPLE

ATTACHMENT D

User Fees for Initial Launch

User Fees for Initial Launch *(EXAMPLE)*

The following fee schedule is reflective of the initial fees to charge Users decided by the parties and are subject to change from time to time upon mutual agreement of the Parties.

Pay as You Go	\$2 to unlock, \$.10/min
Monthly Ride Muskegon-Pass:	\$9.99 (20 minutes per unlock, \$.10/min after)
Annual Ride Muskegon-Pass:	\$79.99 (20 minutes per unlock, \$.10/min after)
Annual Subsidized-Pass:	\$5 monthly (30 min per unlock, then \$.05/min after) Payable w/o need of mobile device

*All pricing reflects use of e-bicycles only

**Free ride time is the first 20 minutes per unlock

THIS IS AN EXAMPLE

ATTACHMENT E

Certificate of Insurance

ATTACHMENT F

Approved Locations for Shared-Mobility Devices and Services

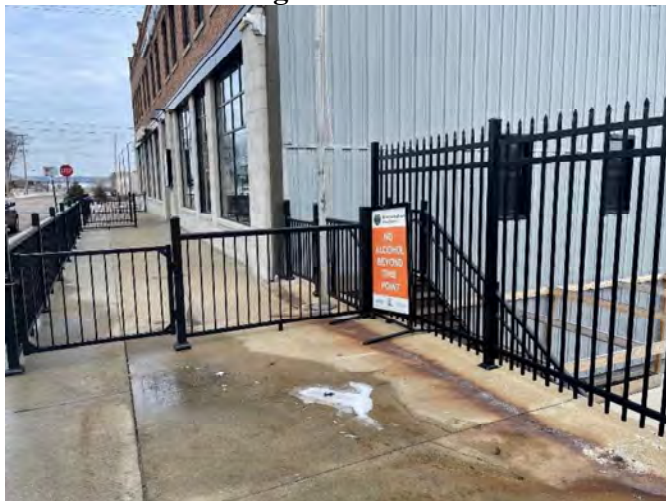
LINK to interactive map of locations:

<https://earth.google.com/web/@43.22839577,-86.28662279,175.1186634a,14831.79158191d,35y,0h,0t,0r/data=MicKJQojCiExdjRmYWlzMzYzYnJzc3o1T0J3VnhHREdmMXFfaDdNV1NFMGg6AwoBMA?authuser=0>

16 City Locations:

Dr Rolfs BBQ Western
Trunk Depot Western
Shoreline Inn
Mart Dock
Heritage Landing
Farmers Market Western
Frauenthal Western
Burl and Sprig
3rd St
Visit Muskegon Western
Rotary Park
Coast Guard Beach Parking
Ice Cream Beach Parking
Additional Beach Parking
Lakeside Parking
794 Kitchen/Rake Brewery

794 Kitchen Parking:



Lakeside Parking:



Coast Guard Parking:



Ice Cream Parking:



Additional Beach Parking:



ATTACHMENT G

Map of Furnished Facilities and Scope of Facility Use



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/26/2022	Title: Exspiravit Consumption Events
Submitted By: Jacqui Erny	Department: Public Works
Brief Summary: Exspiravit has applied to host two events in the City of Muskegon. The Incredible Edible Event at Mercy Health Arena on August 20, 2022 and The Falling Leaves Festival at Marsh Field on September 24, 2022.	
Detailed Summary: A detailed event proposal is attached.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To authorize the Clerk to sign both attestations and approve the events contingent upon a meeting and approval with special event staff.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

EXSPIRAVIT

EXSPIRAVIT LLC TEMPORARY MARIJUANA EVENT PROPOSAL

APRIL 9, 2022



A DATA-DRIVEN CANNABIS COMPANY

Exspiravit

April 9, 2022

Dear Mr. Mayor and esteemed Commissioners,

Exspiravit LLC welcomes this opportunity to demonstrate our viability and worth as a potential Temporary Marijuana Event Permit awardee. We have enjoyed learning about Muskegon's rapidly expanding regulated cannabis market, and given the opportunity, we look forward to joining your ecosystem. We are excited about your consideration of our applications for an August 20, 2022, event at the Mercy Health Arena, and a September 24-25, 2022, event at Marsh Field. We are confident that our petition will highlight our worthiness.

Our goal at Exspiravit is to partner with the City of Muskegon in offering a full spectrum of cannabis entertainment event services. We stand with Muskegon in our strong belief that safe, regulated adult-use cannabis can and should enjoy comparable normalization as that of alcohol. Our strategy is to establish a new category of event services – a complete range of curated experiential and immersive experiences centered around safe cannabis consumption.

Exspiravit's business model is bolstered by our strategic eco-partnerships. Our ability to harness the power of industry influencers and leverage those relationships toward revenue generation, will allow a municipality like Muskegon to invest and partner in an exploding Michigan cannabis event market.

Exspiravit is providing this proposal to illustrate our worthiness of partnership.

Sincerely,

Michael Webster

Founder & Managing Member

Exspiravit LLC

(248) 600-3460

michael@exspiravit.com

www.exspiravit.com

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VISION

Exspiravit exists to ensure that the future of event entertainment in America includes safe, regulated cannabis consumption.

MISSION

Exspiravit's mission is to redefine the public's understanding of safe cannabis-based entertainment events, and in doing, so, remove the stigma of cannabis consumption while strengthening and expanding the regulated cannabis market.

VALUES

Exspiravit's core values are built around ensuring complete safety and security of our patrons, total compliance with local and state regulations, with an abiding commitment to diversity, equity, inclusion, and environmental sustainability.

EXECUTIVE SUMMARY

Exspiravit appreciates the opportunity to provide The City of Muskegon with this proposal detailing our vision for regulated cannabis events at the Mercy Health Arena, Marsh Field, and beyond. We believe our business model complements and is strongly aligned with Muskegon's cannabis revenue goals. We offer a vision of a triple bottom line of people, planet, and profits. We are huge proponents of social justice, and with a founder who was himself justice impacted by archaic cannabis policies and policing, we look forward to supporting the community and helping the people of Michigan move forward under the newer, progressive cannabis laws.

As a licensed, black-owned social equity startup, Exspiravit has spent the past year strengthening its core competency – cannabis event production. Absorbing the impact of the global pandemic, we have structured our organization to grow in the absence of opportunity. We have sustained ourselves on the resources dedicated to social equity licensees as part of the redress for the harm caused by the US war on drugs. As such, we have been able to expand our knowledge base, find nurturing positions in both the state and national social equity ecosystems, and prepare for operation as a leading cannabis event organizing company.

In this document, Exspiravit presents our vision and strategies for The City of Muskegon to assess when evaluating the potential of awarding a Temporary Marijuana Event for the Mercy Health Arena and Marsh Field. With Muskegon's support and resource sharing, Exspiravit intends to deliver a safe, well regulated, revenue driving event for both the municipality and its cannabis enthusiasts.

Exspiravit presents Muskegon with a unique opportunity. Michigan now boasts the third largest regulated cannabis market in the US, trailing only California and Colorado. Leapfrogging such states as Oregon, Washington, and Nevada, represents significant strength for such an immature market as Michigan's. With its forward-thinking embrace of cannabis, Muskegon is poised to leverage its venue-rich, waterfront location toward becoming a natural hub for cannabis recreation and entertainment. Its proximity to the Wisconsin, Illinois, and Indiana markets will attract significant tourism revenue to Muskegon. Muskegon has the chance to cement itself as a prime destination for cannabis-friendly travelers.

ABOUT EXSPIRAVIT

Exspiravit LLC was formed in May of 2020, during the worldwide pandemic lockdown. From the mind of founder, Michael Webster, came a post-pandemic vision of harnessing the power of the recently deemed essential cannabis market, and a roaring twenties-like explosion of disposable income and entertainment opportunities. While others were transfixed on the idea of a brick-and-mortar cannabis consumption lounges, Webster envisioned a mobile version that could meet customers and guests where they were, and bring safe, regulated consumption to their cannabis-friendly venue. Exspiravit's cannabis consumption event organizer license was ultimately awarded in July of 2021.

While the pandemic raged on, delaying launch strategies, Exspiravit exploited the delays by further immersing itself in Michigan's regulated cannabis market, and beyond. Memberships with the National Cannabis Industry Association, Minority Cannabis Business Association, and Detroit Cannabis Project were secured. Webster began to develop an emerging voice in the social equity space, being featured as spotlight minority member and featured guest on both the NCIA's and the People's Ecosystem national podcasts, respectively. Out of these experiences have come eco-partnerships that Exspiravit has leveraged to gain commitments of support for future cannabis events.

WHY PARTNER WITH EXSPIRAVIT

Exspiravit is an emerging force among the few operational, licensed cannabis event organizers in Michigan. Currently in our operational phase, our team of strategic partners have shown us the way. With advisors from the state, regional, and national cannabis consumption event space, we have developed a clear vision for successful operation. With the support our friends and allies from the regulated cannabis space like the Michigan's Cannabis Regulatory Agency, Michigo, The Michigan Cannabis Trail, Alliant Insurance, and HUSH Chicago, Exspiravit has been provided with industry-proven methodologies, processes, tools, and techniques for successful operation. But these influences represent only the introduction of an Exspiravit cannabis event presence, and not the extent.

We plan to activate current cannabis event data to create a case study. And we will use this case study to inform how, when, and in what direction we expand our offerings. Exspiravit will eventually stand apart, even from its allies and strategic partners, through innovation, ingenuity, and the leveraging of data. As a compliance company that produces cannabis events, data is our north star. And data-driven guidance is the only true risk mitigator.

Exspiravit can return more than just revenue to its partners like Muskegon. We are creating an event platform where showcase and launch capabilities are featured. Exspiravit has the potential to deploy our events in support of worthy causes, like charities and legislative efforts. These capabilities will grant us, and our partners, the ultimate asset in the burgeoning regulated cannabis industry – influence. Together we can help decide how our cannabis industry develops and expands.

WHAT THE DATA TELLS US

In October of 2021, The Michigan Cannabis Hospitality Industry Growth Organization (MICHIGO) published the findings of the John W. Lipford, J.D. Michigan Cannabis Traveler Survey in its [annual report](#). Among the key findings are as follows:

- 46.5% of respondents indicated prior participation in a cannabis event
- 76.3% of respondents expressed a desire to attend a future cannabis event
- 72.7% of women respondents expressed a desire to attend a future cannabis event
- 82.6% of men respondents expressed a desire to attend a future cannabis event
- 47.2% of respondents aged 30-45 indicated prior participation in a cannabis event
- 47.5% of respondents aged 46-65 indicated prior participation in a cannabis event
- 80.3% of respondents aged 30-45 expressed a desire to attend a future cannabis event
- 71.9% of respondents aged 46-65 expressed a desire to attend a future cannabis event
- 62.5% of respondents aged 65 and over expressed a desire to attend a future cannabis event

The takeaway is obvious. Michiganders, Muskegonites included, are overwhelmingly enthusiastic - in many cases represented by a supermajority – about their cannabis consumption and their desire to participate in safely regulated cannabis consumption events. Together, Muskegon and Exspiravit can respond to these desires with safe, secure, revenue-driving solutions that will benefit all stakeholders, both cannabis and non-cannabis.

ENVISIONING A CANNABIS EVENT BY EXSPIRAVIT

We applaud the City of Muskegon's recent vote authorizing the issuance of temporary marijuana permits for both the Mercy Health Arena and Marsh Field. This kind of forward-leaning decision champions the goal of cannabis normalization.

Exspiravit is positioned to deploy its Cannabis Event Organizer license, and its Cannabis Event brand, *Cannvas Events*, to produce a regulated, compliant, public cannabis event that features on-site cannabis consumption and authorized retail cannabis sales at Mercy Health Arena and Marsh Field.

Exspiravit's goal remains redefining what a cannabis event is. We believe corralling five thousand people into an outdoor space, where a cannabis-friendly artist performs on a makeshift stage and guests combust and consume cannabis, represents the old order. As cannabis enjoys greater normalization and moves out of the shadows, we have the opportunity to inject innovation and ingenuity into a cannabis event. An Exspiravit produced cannabis event will be defined by impact.

THE MERCY HEALTH ARENA OPPORTUNITY

Our plans for Mercy Health Arena begin with responsible stewardship of the opportunity. And to that point, out of an abundance of preparedness, we have preemptively engaged with City of Muskegon Administrative Supervisor of Special Events, Jacqui Erny, as well as Mercy Health Arena Manager, Jake Laime. Both our Founder, Michael Webster, and our Chief of Logistics, former Detroit Deputy Police Chief James Tolbert, met with them to begin operational discussions. Our team left those discussions confident that, granted approval, we would be able to execute a regulated consumption event safely and securely at this venue.

Our theme for the proposed August 20 event is the Canna Carnival. Exspiravit's carnival cannabis event features a theme of nostalgia. Guests will enjoy various methods of consumption while being treated to a time-travel worthy return to some of the 80s & 90s most iconic entertainment. Classic carnival games – prizes included – complemented by full-size video arcade games such as Ms. Pacman, Donkey Kong, Frogger, and others, define this theme. Face painting and other low-tech interactivities are also featured at the Canna Carnival event. A live

DJ set and traditional carnival-themed snacks, such as cannabis infused popcorn and cotton candy, help round out the experience. We are currently in discussions with Mercy Health Arena Management on the feasibility of limited carnival rides.

THE MARSH FIELD OPPORTUNITY

Already assuming the success of a Mercy Health Arena consumption event, we are looking to the fall for use of Marsh Field. Our plans include a two-day outdoor fall festival, *The Falling Leaves Festival*, for September 24th & 25th. Our proposed theme will celebrate the ushering in of the fall season and borrow from the many elements of fall festivals that adults traditionally enjoy. From adult hayrides to cider and donuts, from arts and crafts to scavenger hunts, from tug of war to sack races and other Games People Play, we plan to deliver the ultimate cannabis fall experience. Local musical artists and artisans featuring their wares will round out the event. We will continue to work with Jacqui Erny and Marsh Field Management on placement decision for designated consumption tents. Careful planning, with input from all stakeholders, will inform our layout and design decisions.

As per state regulations, these proposed events will feature strictly regulated designated cannabis consumption areas. We have discussed options with facility management and are confident in our capability to adhere not only to the letter of both the City of Muskegon and MRA regulations, but the spirit as well. Plans include expansion of existing arena smoking sections to be dedicated to cannabis consumption. We believe this adoption of existing smoking infrastructure will provide intuitive, user-friendly containment strategies for on-site cannabis consumption. Our security team, led by Chief James Tolbert, will not only partner with arena management, but will locally source Muskegon security subcontractors to partner with on our proposed efforts. We have prioritized local hiring and other resourcing. We believe Chief Tolbert's close personal and professional relationships with Chief Sain of the Muskegon Heights Police Department will be an invaluable resource in realizing that goal.

THE VALUE PROPOSITION

In addition to our proposed attendee experience, our event holds a tremendous value proposition for both Muskegon and its local business community. The allowable arena and field spaces will provide significant vendor opportunities, and not just for cannabis retailers. Our proposed event includes inviting the non-cannabis vendors that have traditionally operated at the arena to participate. The regional draw of this proposed event will drive revenue throughout the non-cannabis sectors as well, from lodging and hospitality to restaurants and convenience stores. We believe a Muskegon sanctioned event, at a Muskegon owned venue, should benefit Muskegon at large.

Every consumption opportunity is a teachable moment. Normalizing and de-stigmatizing safe cannabis consumption begins and ends with education. With the support of Muskegon, an Exspiravit cannabis entertainment event will provide guests with data and recommendations for successful outcomes via complementary media. Exspiravit's strategy is to meet cannabis event attendees at the edge of their imagination. Our ability to supplant, or complement, alcohol consumption, enables us to meet the needs of a plethora of cannabis event themes and penetrate traditional leisure and entertainment markets.

The vision for a City of Muskegon powered Exspiravit Cannabis Event will be limited only by resource and imagination. We recognize consumers can enjoy cannabis in the safety of their own homes. Presenting the otherwise unattainable and unachievable will be why they choose to leave that safety and comfort and instead enjoy their cannabis consumption with us.

OPERATIONAL STRATEGIES

Our primary operational strategy includes redundancy – overstaffing our events – which will increase the normal cost of event execution. The effectiveness of this strategy, both long and short-term, reside in its data collection feature. Employing redundancy at each staffing position enables us to collect significant data and use that data to inform our best practices.

We are currently in talks to partner with industry leader Headset for cannabis data and analytics solutions. We recognize the value of data collected from our events, to both ourselves and the cannabis event market. As such, we will seek a symbiotic relationship with Headset, or other data analysis solution provider, in which there is a one for one exchange of analysis for first party data. Such cost-effective data analysis will enable us to focus on better understanding the disassociation between the event client, event attendee, event sponsor, and event municipal authority, and on temporarily aligning their interests.

Our marketing strategies are designed to address two key goals. First and foremost, we are raising awareness that we exist, not simply as a marketing partner, but as a means for forward-thinking cannabis brands in Michigan to safely and legally stage the sort of engaging and exciting events that people have always dreamed about seeing in the cannabis space. Equally important, though, is our work helping our partners envision what is possible in the space and how their own ideas can be brought to life in a fully immersive setting. We are currently engaging existing Muskegon cannabis operators, consultatively, to provide activation, showcase, launch solutions, and on the prospects of partnering for events and sponsorship opportunities.

Again, the vacuum that is the Michigan Cannabis Event space needs to be filled with agile, data-driven leadership and we intend to be that leader. We understand that setting ourselves apart from any potential competitor begins and ends with credibility. We seek to be recognized as the adult in the room for cannabis events. Consistent quality execution, born of well-researched, data-driven SOPs and best practices, is the pathway to a healthy cannabis event market. We believe a revenue model built on brand credibility will steer opportunity to us and position us as the go-to cannabis event solution provider in Michigan and beyond.

We have invested heavily in our Safety and Security SOPs. Our Chief of Logistics, Chief James Tolbert's decades of law enforcement leadership have strategically positioned us to access and procure some of the most advanced, cutting-edge security solutions, including those employing artificial intelligence and other proactive measures.

CORPORATE SOCIAL RESPONSIBILITY

Diversity, equity, and inclusion are values Exspiravit holds dear. As a company founded by an individual who was justice-impacted, we not only understand the ravages of the US War on Drugs, but what is required to overcome those ravages and build anew. Drawing on more than two years of social equity initiative data published by states, we see the flaws. We see what social equity overtures look like without the benefit of substance and commitment. We know firsthand what it is like to try and break through institutional barriers without the requisite capital and relationships.

Our social equity plans are born of recent lived experiences, from unjust arrest and prosecution to competition with large, well-capitalized brands. Our social equity strategies are living and breathing. They will continue to evolve based on the market forces that impact traditionally marginalized groups. While commitments to local hiring from amongst these groups remains the low-hanging fruit, we aspire to reach higher. An unhealthy tree requires attention at the root, and that is where Exspiravit concentrates its efforts.

We are currently engaged, and have enjoyed substantive conversations, with Mayor Johnson, Commissioner St. Clair, and The Grassy Knoll Dispensary on the topic of expungement. We are working closely with City officials to launch an expungement campaign for affected Muskegon residents. Where this differs from traditional expungement fairs or clinics is that it will function as an ongoing effort. Many fairs and clinics can deliver on-site services but lack sustainability. Mayor Johnson's idea of a protracted expungement campaign, featuring dedicated follow up and wrap-around services for participants, is what we believe meets this moment. Beyond that, for those who hold interest, we would like to assist participants in pursuing their cannabis career goals.

LOOKING TO THE FUTURE

At Exspiravit, we believe we are on the cusp of a cannabis awakening, and that progressive leadership, like that of Mayor Johnson and the City of Muskegon Commission, is strategically positioning their municipality out ahead of this awakening. As cannabis retail markets grow and regulated public cannabis consumption is normalized, infrastructure growth is required to meet this demand. Just as a newly zoned grocery store or mall require roads to facilitate access and drive revenue, such is the same for cannabis. The local and state cannabis infrastructure must be grown to accommodate expansion and growth. And Exspiravit represents a key piece of that infrastructure. Our events drive local tax revenue, allow local cannabis retailers to add mobility to their operations, and allow cannabis cultivators, cannabis manufacturers, and secure cannabis transporters to use sponsorship opportunities to raise their respective brand awareness.

Our events also serve the interests of local lodging and hospitality operators, local eateries, local fuel stations, local ride-share operators, and countless other non-cannabis businesses. Not simply building or allowing, but partnering with and supporting safe, regulated public cannabis consumption events, as the City of Muskegon has clearly leaned in to, represents a win-win situation for all Muskegonites and their neighboring municipalities.

We thank you for the opportunity to share Exspiravit's proposed vision for safe, regulated cannabis consumption events in Muskegon, and look forward to answering any questions you might have.

OUR TEAM



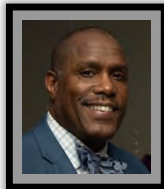
MICHAEL WEBSTER, FOUNDER & MANAGING MEMBER

Following a corporate career in technical content development, Webster made the transition to the burgeoning medical cannabis industry. With more than a decade of cannabis experience in both the legacy and regulated markets, he has emerged as an influential voice in the social equity space. He is an ascending force in the area of advocacy and was most recently featured on the National Cannabis Industry Association's Cannabis Minority Report Podcast.



Lisa Altschuler, Chief Strategist

Prior to her entrepreneurial journey, Altschuler blazed a rising trail from copy editor to Vice President at one of the largest financial institutions in the world. Today, she helps Exspiravit link cannabis enthusiasts with friendly lodging, meals, events, and classes. She also serves as the Chair and Co-Founder of MiCHIGO, a nonprofit in formation that advocates for cannabis travel and hospitality professionals in Michigan.



James Tolbert, Chief Logistics Officer

Tolbert is a 30+ year law enforcement executive and has led the Flint, Michigan Police Department as chief, as well as the Detroit and Highland Park Police Departments as a Deputy Chief. He is also an investigator with the Wayne County Indigent Services, providing expert and investigative services to Wayne County Defense Attorneys.



Greg Hill, Chief Marketing Officer

Hill is known as one of the preeminent cannabis brand strategists working today. His work for brands including Weedmaps, Moxie Extracts, Origin House, and Bear Humboldt have not only propelled each to a leadership role but have collectively ensured that the industry's leading brands are working to raise up the entire industry and chart a positive path forward.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 4-26-2022	Title: Downtown Muskegon Social District plan and map amendments/fee restructure
Submitted By: Dave Alexander	Department: Economic Development
Brief Summary: Requesting approval of an updated Muskegon Downtown plan and map, adding Hackley Park, along Clay Avenue from Second to Fourth and the CIO Hall at 490 W. Western into the district.	
Detailed Summary: The city commission approved the Downtown Muskegon Social District in August 2020 and amended it in April 2021 to remove the Port City CIO Building Association to allow the owners to have special event licenses. The enactment of Public Act 27 of 2022 allows a social district to continue operations even when an LCC special event license is operating within the district as long as the district and the event are separated. Staff has met with a group of the current and potentially future establishments within the Social District and are responding to longstanding downtown special event requests to operate within the Downtown Social District. Staff recommendation is to expand the Downtown Social District to include Hackley Park, along Clay Avenue from Second to Fourth and put 490 W. Western (CIO Hall) back into the district. Special event licenses are now available in the park and at CIO Hall and allows Social District patrons to enjoy Hackley Park when events are not scheduled in the park. An amended Downtown Social District plan, revised Downtown Social District map-list of establishments, and accompanying resolution are attached for commission consideration. In addition, after meeting with the establishments concerned about the cost of the 75-cent 2022 social district stickers the commission approved in December, staff is requesting a modification reducing the cost to 25-cents a sticker for the first 1,000 stickers for establishments northeast of Terrace Street and in the separate Lakeside Social District.	
Amount Requested:	Amount Budgeted: Minimal revenue reduction
Fund(s) or Account(s):	Fund(s) or Account(s): Social District (101-80400-5231)
Recommended Motion: I move to approve an amended Muskegon Downtown Social District plan and map, a resolution of the same and adjust fees for the Lakeside Social District and the Downtown District northeast of Terrace Street.	
Check if the following Departments need to approve the item first: Police Dept. ☐	

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action

Downtown Muskegon Social District Establishments:

1. Muskegon Aerie No. 664 of the Fraternal Order of Eagles, 625 W. Western
2. Muskegon Brewing Co. LLC, dba No Name Saloon, 629 W. Western
3. Ingalls Business Acquisition, dba Mike's Bar, 555 W. Western
4. Pigeon Hill Brewing Co., dba to be determined, 441 W. Western
5. West Michigan Rum Co. LLC, dba Burl & Sprig, 500 W. Western
6. JPN III LLC, dba Top Shelf Pizza, 500 W. Western
7. City of Muskegon, dba Mercy Health Arena/Rad Dads/Carlisle's, 470 W. Western
8. Rolf's Barbeque LLC, 477 W. Western
9. Legends Bar and Grille LLC, 446 W. Western
10. PKT Twelve LLC, dba Frauenthal Center, 446 W. Western
11. Parkland Acquisition Two LLC, dba Walker's, 460 W. Western
12. Baker College of Muskegon, dba The Culinary Institute of Michigan, 336 W. Clay
13. Unruly Brewing Co., 360 W. Western
14. West Michigan Symphony Orchestra, dba The Block, 360 W. Western
15. 18th Amendment LLC, dba 18th Amendment Spirits Co., 350 W. Western
16. City of Muskegon, dba Muskegon Farmers Market, 242 W. Western
17. Nipotes LLC, 98 W. Clay
18. Jim and Gary's LLC, dba Redmonds/Kitchen 794, 794 Pine
19. JPN IV LLC, dba Capone's Speakeasy & Pizzeria, 794 Pine
20. Rake's Beer Project, 794 Pine
21. Pines Bar LLC, dba Hot Rod Harley Davidson, 149 Shoreline Dr. Ste B

Muskegon Social District Plan

Adopted Aug. 25, 2020

Amended April 27, 2021

Amended April 26, 2022

Introduction:

The City of Muskegon seeks to take advantage of Michigan Public Act 124 of 2020 signed in to law on July 1, 2020 as amended by Public Act 27 of 2022. This is enabling legislation that allows Michigan municipalities to establish Social Districts that would allow for “common areas” where two or more contiguous licensed establishments (bars, distilleries, breweries, restaurants and tasting rooms) could sell alcoholic beverages in special cups to be taken into the area for consumption. Muskegon city administration through a collaboration of all City Hall departments is designing a Muskegon Social District and the policies, parameters and management of this new community development tool. This Muskegon Social District Plan is being shared with potential license holder users for refinement of the plan, a final draft will be presented to the Muskegon City Commission for approval and sent on to the Michigan Liquor Control Commission for state concurrence. The Muskegon City Commission approved the plan Aug. 25, 2020 and it has been accepted by the MLCC. The district began operations the third weekend in September, 2020 and has been operating continually since. The plan was amended by the City Commission April 27, 2021 and now again April 26, 2022.

Management:

The Muskegon Social District would be created and managed by the city through its economic development department and downtown manager. The district management and operations would be assisted by the city’s public safety, public works, clerk and finance departments.

District boundaries:

The Muskegon Social District would have a common area south of Shoreline Drive with the potential of expanding to the north in the future.

The initial Muskegon Social District would be mainly along West Western Avenue from Eighth Street to Pine Street, including portions of Clay Avenue, Morris Avenue, Third Street and Jefferson Street. Specifically, the plan amended by the Muskegon City Commission April 26, 2022 adds Hackley Park. areas along Clay Avenue from Second to Fourth Streets and the property at 490 W. Western Ave., owned by Port City CIO Building Association. (map attached)

Streets in the Social Districts would remain open to traffic and for parking, unless parking spaces are given to outdoor dining. The district is being proposed with the expectation of certain properties being developed that would include future businesses with liquor licenses that might expand the common area.

Potential participating license holders as of April 2022:

Muskegon Social District -- The Eagles, No Name Saloon, Mike's Bar, Pigeon Hill, Burl & Sprig, Top Shelf, Mercy Health Area/Rad-Dads/Carlisle's, Dr. Rolf's, Legends, Frauenthal Center, Walker's, the CIM's Courses, Unruly, 18th Amendment, WMSO/The Block, Muskegon Farmers Market, Hennessy's, Hot Rod Harley Davidson, Nipotes, 794 Kitchen, Capone's, and Rake Beer Project.

Participating license holders would be asked to sign a Social District agreement with the city, which must recommend approve of the social district permits issued by the MLCC. This allows a license holder to sell alcoholic beverages in special district cups in its service area to be taken into the common area for consumption.

Non-alcohol businesses within the district:

There are businesses which could be in the common area and allow for Social District beverages to be brought into those places of business if they do not have a MLCC liquor license. Examples would be retail outlets such as Vintage Redefined, Harris and Willow, Western Market and the Poka Dot Paisley.

Operations:

The Muskegon Social Districts would operate year-round but the district's potential seasonal road closures along with outdoor services and amenities would be from May 1 to Oct. 31. Operations would be seven days a week. The common areas would be open from 11 a.m. until 11 p.m. Before 11 a.m. and after 11 p.m., Social District beverages would not be able to be possessed nor consumed in the common areas. After hours, consumption of alcoholic beverages would have to be contained within the license holders' service areas.

It was the intent of city administration to begin implementing the Muskegon Social Districts in 2020. After an initial roll out, the district was fully activated in the spring of 2021 with the entire Muskegon Social District plan implemented.

District designation and marking:

The boundaries of the Muskegon Social Districts would be clearly designated and marked with signs along streets and sidewalks. The signs could be accompanied by a trash receptacle for customers to dispose of used district cups as they exit the district.

Social District financing:

The Muskegon Social District established, implemented and managed by the City of Muskegon must generate enough revenue to cover its costs. A number of funding models could pay for the Muskegon Social District. The option going forward is a fee for a district sticker purchased by the establishments from the city needed on beverages purchased for possession and consumption in the common areas. Participating establishments could handle the surcharge however they choose within their product price structure. The cup could contain a sponsor logo or message that could generate dollars for the district. Revenues would pay for initial implementation such as signs and trash receptacles and ongoing costs such as the stickers, security-enforcement, sanitation, marketing-promotion and entertainment.

Social District logo and beverage containers:

The Muskegon Social Districts should have a name for branding and marketing purposes but must have a special logo for use on the non-glass district beverage cups of no more than 16 ounces. The establishment cups need to be branded to differentiate among license holders with a logo or name identifying the establishment. Muskegon Social District cups may not be reused, must remain in the establishment where they were purchased or in the common area and may not be taken into an establishment that did not sell the beverage.

Muskegon Social District will explore the use of cups that can be recycled or composted.

Security-enforcement:

Security and enforcement in the Muskegon Social Districts would be provided by the Muskegon Police Department. The Muskegon Social District may hire certified private security personnel to assist within the district.

Insurance:

The city would insure its management and operation of the Muskegon Social District through its municipal umbrella insurance policy. Participating license holders would be left to secure their own liability insurance as they deem necessary.

Sanitation:

The Muskegon Public Works Department with heavy assistance from participating establishments would provide sanitation within the district including trash removal, litter pick up on a daily basis and deployment of portable toilets, if needed. Each participating license holder would be required to have a city provided trash receptacle outside of its entrances for the disposal of district cups and empty those receptacles when needed. The city would maintain its current downtown trash receptacles and could expand the number in areas where establishments are not available to assist.

Marketing and promotion:

The Muskegon Social District is the branded name for marketing purposes and a distinctive logo. Marketing is to be done through traditional free media and paid advertising along with extensive social media. The district needs its own Facebook page, other social media accounts and website.

Entertainment/food trucks:

The Muskegon Social District has the opportunity to provide entertainment on a regular basis and food trucks when warranted. The district includes three small stages to provide various musical acts, including Olthoff Stage, Alcoa Square and the Farmers Market. The district could also coordinate and promote individual establishments wanting to feature musical entertainment. Finally, food trucks could be introduced to drive visitors into the district and create a street-fair atmosphere when deemed necessary.

Festivals/special events:

The state's Social District law now allows special event liquor licenses to operate in a Social District. Such special licenses are the backbone of several large festival events historically within Muskegon's Social District. Going forward, the Muskegon Social District, its participating license holders and event organizers will work with the City of Muskegon to make sure that events with alcoholic beverage will not allow its beverages to enter the Social District nor Social District beverages to enter the special event area. Ongoing coordination and collaboration with downtown events and festivals will be needed.

Muskegon Social District

- 1 The Eagles
- 2 No Name Saloon
- 3 Mike's Inn
- 4 Pigeon Hill Brewing
- 5 Burl and Sprig
- 6 Top Shelf
- 7 Arena/Rad Dads/Carlisle's
- 8 Dr. Rolf's BBQ
- 9 Legends
- 10 Frauenthal Center
- 11 Walker's The Foundation
- 12 The CIM's Courses
- 13 Unruly Brewing
- 14 The Block
- 15 18th Amendment
- 16 Farmers Market
- 17 Nipote's
- 18 794 Kitchen & Bar
- 19 Capone's Speakeasy
- 20 Rake Beer Project
- 21 Hot Rod Harley Davidson



■ = Consumption Area