CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 13, 2018 @ 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 AND AWARDS:**
- □ **INTRODUCTIONS/PRESENTATION:**
- □ **CITY MANAGER'S REPORT:**
- □ **CONSENT AGENDA:**

A. **Approval of Minutes** City Clerk

B. **Fire – Hurst EDraulic Ram** Public Safety

C. **Approval of Building Contract for 1025 E Forest Avenue** Community and Neighborhood Services

D. **Purchase of the Home at 1188 4th Street** Planning & Economic Development

E. **One Year Janitorial Services Extension** Department of Municipal Services

F. **Mercy Health Easement** DPW

G. **State Revolving Fund, DEQ Loan Program, Engineering Costs** DPW/Water and Sewer

H. **Purchase Agreement – 241 and 255 West Western, 1251 8th Street** City Manager

I. **880 First Selective Demolition, Abatement, and Site Prep** City Manager

□ **PUBLIC HEARINGS:**

A. <u>Recommendation for Annual Renewal of Liquor Licenses</u> City Clerk

□ **COMMUNICATIONS:**

□ **UNFINISHED BUSINESS:**

□ **NEW BUSINESS:**

A. <u>Service Firearm Program</u> Public Safety

B. <u>Administrative Vehicle Replacement</u> DPW/Equipment

C. <u>Letter of Intent – 1000 West Western Avenue Sales Agreement</u> City Manager

□ **ANY OTHER BUSINESS:**

□ **PUBLIC PARTICIPATION:**

► **Reminder: Individuals who would like to address the City Commission shall do the following:**
► Fill out a request to speak form attached to the agenda or located in the back of the room.
► Submit the form to the City Clerk.
► Be recognized by the Chair.
► Step forward to the microphone.
► State name and address.
► Limit of 3 minutes to address the Commission.
► (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

□ **CLOSED SESSION:**

□ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: March 8, 2018

Here is a quick outline of the items on our agenda(s):

WORK SESSION

1. I would like to discuss the land purchase proposal we received on the city-owned parcels at 241 West Western, 255 West Western, and 1251 8th Street. City staff has been working with a housing developer that is interested in creating multifamily housing in Muskegon. After careful consideration, the developer has identified these two parcels to make his initial $6 Million investment in Muskegon. The developer has offered $75,000 for all three parcels.

   The first two parcels are 241-255 West Western. These two parcels currently contain 144 feet of buildable depth, however, city staff is limited to selling only 60 feet of that depth (45 feet of which will be buildable) because of a parking lot that is being constructed on the site. This leaves only a .23 acre development parcel. The parcel was originally provided to the City by Parkland Properties as part of the Highpoint Flats Development after Parkland decided not to fully-develop the site. Dusendang Custom Homes plans to build a three story mixed-use building on the site. $67,500 of the purchase price is allocated to this property - $293,478 per acre. This price is above the appraisal of the two parcels contained at 895 4th Street the city had appraised last year (those two sites were appraised at $120,000/acre and $140,000/acre, respectively). Additionally, the city sold a 1 acre parking lot on Western Ave for $300,000 in 2016, which is in line with this purchase price on a per-acre basis. From an assessing standpoint, this property carries an assessment of $64,700, however, we are only proposing to sell 60 feet.

   The second parcel is 1251 8th Street. Most of this 1.21 acre parcel has been in the city's ownership since 1960. The city recently procured a small section of the state right-of-way to complete this property and make it buildable ($7,500). Dusendang Custom Homes plans to build multi-unit housing on this site – likely row houses. Staff assigned $7,500 of the purchase price to this parcel to recoup the investment made earlier this year.

I am looking for permission to enter into purchase agreements with Dusendang Custom Homes, with a requirement that construction commence within 90 days on Western Ave and that construction be complete on both sites within 18 months.

2. We have received selective demolition bids from three local demolition contractors to prepare the Ameribank Building for redevelopment. In consultation with Port City Construction (the current option holder) and other interested development partners, we have identified the portions of the building that should be removed as well as those that should remain intact. We are recommending that staff be authorized to reimburse Port City Construction and Development Services up to $350,000 for selective demolition and site preparation of the 880 First Street property. All of these expenses will be eligible for brownfield reimbursement. Additionally, we anticipate the developer (currently Port City Group) to reimburse these costs to the city as part of the final purchase agreement. Staff feels that this is an important step in demonstrating positive action on the site and preparing it for redevelopment.

3. We will discuss the Police Department's move from employee-owned and maintained service firearms to city owned and maintained service firearms.

4. We will have a discussion on the opt-in related to MMFLA.

REGULAR MEETING

1. Under the Consent Agenda, we are asking the Commission to consider the following:
    a. Approval of meeting minutes from the most-recent City Commission meeting.
    b. Approval of the purchase of a Hurst EDraulic Ram for the Muskegon Fire Department.
    c. Approval of the building contract for 1025 East Forest. This is an income based affordable housing rehabilitation project being undertaken by CNS.
    d. Approval of the purchase of 1188 4th Street. This home has been an issue for the Nelson Neighborhood for a number of years. As we continue to make plans for the second phase of Mid Town Square, this home has stood out as a potential barrier to the success of the project. We have worked out a tentative purchase arrangement with the owner of this multi-unit rental property to sell the property to the city for $85,000 plus closing costs. This purchase price is in line with the 2018 SEV. Staff plans to undertake light renovation work to the property and likely convert is back to a single family home.
    e. Approval of a one-year janitorial contract service extension. This organization has been providing this service to the city in a satisfactory manner for a number of

years. The employees are very-much part of our team, and we would like to continue the relationship.

f. Approval of an easement along city property to accommodate access to Mercy Health's employee parking lot behind the new hospital. We are encouraging hospital staff to access the site via Laketon Ave to help alleviate traffic on Sherman – this easement will facilitate that effort.

g. DPW is seeking approval to incur up to $55,000 engineering costs associated with the State Revolving Loan Fund. These costs are related to the projects that were identified as part of the SAW Grant process.

h. Sale of 241 Western Ave, 255 Western Ave, and 1251 8th Street to Dusendang Custom Homes. This is the action item carried over from the work session. I plan to invite Mr. Dusendang to the meeting – he should have some conceptual drawings ready for the Western Ave parcels to share at the meeting.

i. 880 First Street Demolition and Site Prep. This item was on the work session agenda. We are seeking authorization to reimburse Port City Construction up to $350,000 in selective demolition and site preparation costs associated with preparing 880 First Street for redevelopment.

2. Under Public Hearings, we will be taking input on the following:
   a. Recommendation for annual renewal of liquor licenses. We are finalizing the list of renewals and non-renewals, but expect there to be very few license holders with issues significant enough to result in a local recommendation to not renew.
3. Under the New Business, we are asking the Commission to consider the following:
   a. Service Firearm Program. This is also a carryover from the work session. The goal is to transition all of our service arms to city-owned and maintained.

Let me know if you have any questions/comments/concerns

Date: March 7, 2018

To: Honorable Mayor and City Commissioners

From: Ann Marie Meisch, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the February 27, 2018 Regular Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 27, 2018 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, February 27, 2018. Mr. George Monroe from 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 Stephen J. Gawron, Commissioners Ken Johnson, Byron Turnquist, Debra Warren, Willie German, Jr., and Dan Rinsema-Sybenga, City Manager Frank Peterson, City Attorney John Schrier, and Deputy City Clerk Kimberly Young.

Absent: Vice Mayor Hood

2018-10 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the February 12, 2018 Worksession Meeting and the February 13, 2018 Regular Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

C. Sanitary Sewer Improvements Department of Public Works

SUMMARY OF REQUEST: Authorize staff to sign the Professional Service Agreement Amendment to the previously approved, Oak Grove and Clay Hill Sanitary Sewer Improvements Agreement. The $14,900 in additional costs are for survey, drafting, construction staking and property iron replacement. This work was not required in the original project scope.

FINANCIAL IMPACT: Total Cost $14,900

BUDGET ACTION REQUIRED: It has been included in the 2nd quarter reforecast.

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with Prein & Newhof pending Commission approval of the 2nd quarter reforecast.

D. 2018 Dozer Rental for Beach Leveling Department of Public Works

SUMMARY OF REQUEST: Staff is requesting permission to enter into a rental agreement with Contractors Rental Corporation out of Grand Rapids, Michigan, for a John Deere 850K WLT Dozer for leveling sand at Pere Marquette Beach.

FINANCIAL IMPACT: Estimated cost for the 2018 Dozer rental is $9,450 (which includes $450 for delivery and pickup).

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the request.

E. 2018, 2019 and 2020 Street Sweeping Contract Department of Public Works

SUMMARY OF REQUEST: To award a three-year contract to provide four annual street sweepings to Tri-Us Services, Inc. out of Kent City, Michigan.

FINANCIAL IMPACT: Cost will be $269,349 each year; $808,047 over the course of the contract. Excludes special requests charged at $150/hour.

BUDGET ACTION REQUIRED: None; monies appropriated in Highway and State Trunkline budgets.

STAFF RECOMMENDATION: Approval of this request.

G. Fleet Replacement Vehicle Department of Public Works/Equipment

SUMMARY OF REQUEST: The Equipment Division is requesting permission to purchase one Chevy Pickup Truck from Betten Chevrolet, the lowest qualified bidder. The price of this purchase is $33,975.00 coming from the Equipment budget.

FINANCIAL IMPACT: $33,975.00

BUDGET ACTION REQUIRED: None. This is the amount budgeted for.

STAFF RECOMMENDATION: Authorize staff to purchase one Chevy Pickup Truck from Betten Chevrolet.

H. Approval of a Neighborhood Enterprise Zone Certificate – 339 Terrace Point Circle Planning & Economic Development

SUMMARY OF REQUEST: An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Amy and William Hosford for the new construction of a home at 339 Terrace Point Circle. The estimated cost for construction is $518,978. The applicant has met local and state requirements for the issuance of the NEZ certificate.

FINANCIAL IMPACT: Taxation will be applied as one-half of the previous year's state average principal residence millage rate to the value of the facility.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the NEZ Certificate.

I. **Approval of a Neighborhood Enterprise Zone Certificate – 329 Terrace Point Circle** Planning & Economic Development

SUMMARY OF REQUEST: An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Andrew Maciejewski for the new construction of a home at 329 Terrace Point Circle. The estimated cost for construction is $395,000. The applicant has met local and state requirements for the issuance of the NEZ certificate.

FINANCIAL IMPACT: Taxation will be applied as one-half of the previous year's state average principal residence millage rate to the value of the facility.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the NEZ Certificate.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to approve the consent agenda as presented, except Item B, F, and J.

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

Nays: None

MOTION PASSES

ITEMS REMOVED FROM CONSENT AGENDA:

B. **Approve Changes to Priority Home Repair and Vinyl Siding Program Rules** Community and Neighborhood Services

SUMMARY OF REQUEST: To authorize Community and Neighborhood Services to change Priority Home Repair and Vinyl Siding Programs. Changes are to raise the income limits to the 80 percent AMI, remove the depreciation of the five year lien and lower the service limitation from ten years to six years.

PRIORITY HOME REPAIR PROGRAM

Current Program	Proposed Changes
Application Fee – None	$60 for 51-80% AMI

PRIORITY HOME REPAIR PROGRAM *AND* VINYL SIDING PROGRAM

Current Program	Proposed Changes
Liens Placed on Property - $3500+	$1500+

FINANCIAL IMPACT: This allows us to help more home owners with CDBG funds.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the request.

COMMITTEE RECOMMENDATION: The proposal has already been approved by the Citizen's District Council at their February 6, 2018 meeting.

Motion by Commissioner Warren, second by Commissioner German, to approve changes to the priority home repair and vinyl siding program rules.

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

Nays: None

MOTION PASSES

F. <u>Tahoe Police Cruiser</u> Department of Public Works/Equipment

SUMMARY OF REQUEST: The Equipment Division is requesting permission to purchase one Chevy Tahoe from Berger Chevrolet the State Mi-Deal Contract holder. The price of this purchase is $35,246.00 coming from the Equipment budget.

FINANCIAL IMPACT: $35,246.00

BUDGET ACTION REQUIRED: None. This is the amount budgeted for.

STAFF RECOMMENDATION: Authorize staff to purchase one Chevy Tahoe from Berger Chevrolet.

Motion by Commissioner German, second by Commissioner Warren, to authorize staff to purchase one Chevy Tahoe from Berger Chevrolet.

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

Nays: None

MOTION PASSES

J. <u>Vacation of Market Street Between Western Avenue and Terrace Street</u>
Planning & Economic Development

SUMMARY OF REQUEST: Staff is requesting to vacate Market Street between Western Avenue and Terrace Street.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends vacation of the street.

COMMITTEE RECOMMENDATION: The Planning Commission recommended in favor to vacate the street by a 6-0 vote, with three members absent.

Motion by Commissioner German, second by Commissioner Johnson, to vacate Market Street between Western Avenue and Terrace Street.

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

Nays: None

MOTION PASSES

2018-12 PUBLIC HEARINGS:

A. <u>Request for the Establishment of an Industrial Development District at 895 4th Street</u> Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, Pigeon Hill Brewing Company, LLC, has requested the establishment of an Industrial Development District at 895 4th Street. The establishment of the district will allow the company to become eligible for Industrial Facilities Tax Abatements.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the establishment of the Industrial Development District.

PUBLIC HEARING COMMENCED: No public comments.

Motion by Commissioner Warren, second by Commissioner Johnson, to Close the Public Hearing and Establish the Industrial Development District at 895 4th Street.

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

Nays: None

MOTION PASSES

B. <u>Request for an Industrial Facilities Exemption Certificate – Pigeon Hill Brewing Company, LLC</u> Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, Pigeon Hill Brewing Company, LLC, has requested the issuance of an Industrial Facilities Tax Exemption Certificate. The company will be investing $1,250,000 in real property at their new location at 895 4th Street. The investment is expected to create up to 10 jobs.

FINANCIAL IMPACT: The City will capture certain additional property taxes generated by the expansion.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the resolution granting an Industrial Facilities Exemption Certificate for a term of 10 years for real property.

PUBLIC HEARING COMMENCED: Darrell Todd, who works on countywide economic development for Muskegon Area First told the commission that they are in support of this project.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Warren, to Close the Public Hearing and approve the resolution granting an Industrial Facilities Exemption Certificate for a term of 10 years for real property for Pigeon Hill Brewing Company, LLC.

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

Nays: None

MOTION PASSES

2018-13 NEW BUSINESS:

A. Second Quarter 2017-18 Budget Reforecast Finance Director

ITEM REMOVED PER STAFF REQUEST

B. Transition to GLOCK Service Firearm (9mm) Public Safety

ITEM REMOVED PER STAFF REQUEST

C. Concurrence with the Housing Board of Appeals Notice and Order to Demolish Public Safety

496 Octavius Street (Garage Only)

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure is unsafe, substandard, a public nuisance and that it be demolished within 30 days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

FINANCIAL IMPACT: General Funds

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish the garage structure only on the property.

Motion by Commissioner Johnson, second by Commissioner German, to concur with the Housing Board of Appeals decision to demolish the garage structure only on the property.

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

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commissioner Johnson addressed the release of the winter parking ban and, with commission support, suggested a one week grace period for issuing citations.

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 6:35 p.m.

Respectfully Submitted,

Kimberly Young, Deputy City Clerk

COMMISSION MEETING DATE: March 13th, 2018

Date: **March 6th, 2018**

To: **Honorable Mayor and City Commissioners**

From: **Director of Public Safety Jeffrey Lewis**

RE: **Fire – Hurst EDraulic Ram**

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the amount of **$17,130.00**; for the purchase of two (2) Hurst EDraulic (R421E2) Ram tool with 4 EXL lion batteries and charging units. The Muskegon Fire Department antiquated hydraulic "Ram" tool is in disrepair and outside the scope of service life. The two (2) Ram tools will be utilized in critical lifesaving situations for efficient extrications, and to compliment our battery operated Hurst "Spreader", and "Cutting" Tools (*see attached bid form*)

FINANCIAL IMPACT:

Negative Impact on Fire Budgeted

BUDGET ACTION REQUIRED:

No action at this time (*to be reviewed in the third quarter forecast*)

STAFF RECOMMENDATION:

Staff recommends approval of Two (2) Hurst EDraulic Ram Tools

MUSKEGON FIRE DEPARTMENT
CITY OF MUSKEGON
TELEPHONE BID TABULATION FORM

Date: 2/4/18 Employee: McMillan

	Bidder #1	Bidder #2	Bidder #3
Vendor	Apollo Fire Equipment	MES Fire	Botach
Address	12584 Lakeshore Dr Romeo, MI 48065	6975 Hillsdale Court Indianapolis, IN 46250	4775 Harmon Ave. Las Vegas, NV 89103
Telephone Number	(734)765-0135	1-877-711-5557	1-888-344-5145
Fax Number	(586)752-6907		
Accept Mastercard	Yes	Yes	Yes
Quoted By	Carl Hein	Online	Online

Description & Quantity	Unit Price Total	Unit Price Total	Unit Price Total
(2) Hurst E Draulic R421E2 Ram, 4EXL lion batteries, Charger	9,065X2-1,000 Multi tool discount. Total= $17,130	8,850X2 Total= $17,700	8,850X2 Total= $17,700
	Price includes delivery and training.	Does not include delivery or training.	Does not include delivery or training.

Bidder #1 approved by

2/19/18

Commission Meeting Date: March 13, 2018

Date: March 6, 2018

To : Honorable Mayor and City Commission

From: Community and Neighborhood Services Department

RE : Approval of Building Contract for 1025 E Forest Ave

SUMMARY OF REQUEST: To award the Building Contract for the rehabilitation of 1025 E Forest Ave to Custom Exteriors, for the City of Muskegon's Homebuyers Program through CNS.

CNS received 3 bids as listed on the attached sheet; the cost estimate from our spec writer was $64,750.

FINANCIAL IMPACT: The funding for this project has been secured with 2017 HOME Funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To award Custom Exteriors the rehabilitation contract for 1025 E Forest; in the amount of $ 61,051.00, for the Community and Neighborhood Services Office.

COMMITTEE RECOMMENDATION: None required.

MEMO

Community and Neighborhood Services
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: February 28, 2018

To: Bidders regarding 1025 E Forest Ave

From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon

Re: Bid Results

Community and Neighborhood Services received the following bid proposals:

CONTRACTOR	Total Bid Price*
Custom Exteriors	$61,051
Nassau Construction LLC	$61,100
TK Construction	$88,816

*Without alternative bids.

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

OB

Commission Meeting Date: March 13, 2018

Date: March 8, 2018

To: Honorable Mayor and City Commissioners

From: Planning & Economic Development

RE: Purchase of the home at 1188 4th St

SUMMARY OF REQUEST:

Staff is requesting approval to purchase the home at 1188 4th St for $85,000 plus closing costs. The seller is also requesting that the City pay the outstanding 2017 and 2018 taxes and the transfer taxes. This property is important for the redevelopment of the area, including the next phase of Midtown Square homes.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To allow the City Manager to enter into a purchase agreement with the seller.

COMMITTEE RECOMMENDATION:

None

Agenda Item No.

Date: March 13, 2018

To: Honorable Mayor and City Commission

From: Department of Municipal Services

RE: One Year Janitorial Services Extension

SUMMARY OF REQUEST:

Extend the current janitorial services contract with Reliant Professional Cleaning for City Hall and the Public Service Building for one year through April 30, 2019.

FINANCIAL IMPACT:

Cost will be $35,280.00 for City Hall and $12,156.00 for Public Service Building through April 30, 2019.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approval of the one year extension with Reliant Professional Cleaning Services to provide cleaning services through April 2019.

MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

Date: March 13, 2018

To: Honorable Mayor and City Commissioners

From: Department of Municipal Services

Subject: Janitorial Services

Reliant Professional Janitorial Services has provided cleaning service to City Hall and the Public Service Building for the past 12 years. Reliant has expressed interest in continuing with the current service at the same rate for another year. Cost will be $35,280.00 for City Hall and $12,156.00 for Public Service Building through April 30, 2019.

Staff is requesting permission to extend the agreement with Reliant Professional Janitorial services for another year.

Thank you for your consideration.

(L/DPW/Bids/2018…)

Date: 2/26/2018

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: Mercy Health Easement

SUMMARY OF REQUEST:

Mercy Health has requested an easement for ingress/egress across city property at the end of Harvey Street for access to a newly constructed employee parking lot. Maintenance, repairs and snowplowing for the easement property are the sole responsibility of Mercy Health, and maintenance and repair work require prior approval by the city.

Staff request that the easement be approved for signature.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approve the easement for signature.

EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is effective _________________, 2018 ("Effective Date"), between **City of Muskegon**, a Michigan municipality, of 933 Terrace Street, Muskegon, MI 49440 ("City"), and **Mercy Health Partners**, dba Mercy Health Muskegon, a Michigan nonprofit corporation, of 1500 East Sherman Boulevard, Muskegon, MI 49444 ("Mercy"), with reference to the following facts.

Background

A. City owns the certain real estate located in the City of Muskegon, Muskegon County, Michigan, and legally described on **Exhibit A** (the "City Parcel").

B. Mercy wishes to use a portion of the City Parcel to access a parking lot on the property adjacent to the City Parcel that is owned by Mercy and located in the City of Muskegon, Muskegon County, Michigan, and being identified as Tax Parcel Nos. 61-24-133-400-9991-00, 61-24-133-400-0028-00 (collectively, the "Mercy Parcel"). The City Parcel and the Mercy Parcel are depicted on the Survey attached as **Exhibit B**.

C. The easement described above would allow Mercy and its employees to access the Mercy Parcel from Harvey Street to the north of the parking lot.

D. City is willing to grant to Mercy the easement ("Easement"), as depicted on Exhibit B, to allow Mercy to use a portion of the City Parcel for reasonable access to and from the Mercy Parcel.

Agreement

1. **Establishment of Easement.** By this Agreement, City creates and grants to Mercy a perpetual, non-exclusive access easement over a portion of the City Parcel for the benefit of the Mercy Parcel (the "Easement"), as depicted on the Survey attached as Exhibit B (the "Easement Property").

2. **Purpose of Easement.** The Easement shall be used only for the purpose of providing pedestrian and vehicular ingress and egress between the City Parcel and the Mercy Parcel.

3. **Maintenance and Use of Easement.** At all times, Mercy shall use and maintain the Easement Property in such a way that shall not unreasonably interfere, in City's sole but reasonable judgment, with City's normal and customary use of the City Parcel. Mercy will, at its sole cost and expense, perform any and all work (including maintenance, repairs, and snowplowing) that may be required to make the Easement Property available for ingress and egress, but no substantial maintenance or repair work shall be done without first having been approved in writing by City, which approval shall not be unreasonable withheld, conditioned, or delayed.

4. Intentionally deleted.

5. **Indemnification.**

a. Mercy agrees to assume all risk and expense relating to use by Mercy, and its principals, agents, employees, contractors, subcontractors, guests, or invitees of the Easement Property, and to the fullest extent permitted by law, indemnifies and agrees to defend and hold harmless City and City's agents and employees from and against any and all liabilities, damages, claims, costs, and expenses whatsoever (including reasonable attorney's fees, court costs, and disbursement) arising out of or in connection with the Easement or Mercy's use of the Easement Property. The indemnification obligations of Mercy set forth in this Agreement shall remain operative and in full force and shall survive the execution and performance hereof and the expiration or earlier termination of the rights and obligations created by this Agreement.

b. City agrees to assume all risk and expense relating to use by City, and its agents, employees, contractors, subcontractors, guests, or invitees of the Easement Property.

6. **Insurance.** Throughout the term of this Agreement, Mercy, at Mercy's sole cost and expense, shall maintain commercially reasonable insurance on the Easement Property in Mercy's reasonable discretion. Mercy shall, upon request, deliver proof of such insurance to City.

7. **Reservation by City.** City reserves all rights of ownership in and to the City Parcel which are not inconsistent with this Agreement, including, without limitation, the right to require Mercy to relocate its access easement, upon reasonable notice and at City's cost and expense, and the right to grant further easements over the City Parcel. City further reserves the right to use the City Parcel for all uses not materially and adversely interfering with the Easement. Nothing herein contained shall create or be construed to have created any other right, interest, privilege, or license in or to any portion of the City Parcel, other than as expressly set forth herein.

8. Intentionally deleted.

9. **Warranty.** The parties warrant that they have the right and authority to enter into this Agreement.

10. **General Provisions.**

a. ***Governing Law.*** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

b. ***Notices.*** All notices and other correspondence required or permitted by this Agreement must be in writing and will be considered given (1) when deposited in the United States mail, with postage fully prepaid, or (2) when delivered to a document delivery service, with arrangements made for payment of delivery costs, in either case using the last known address of the recipient, or (3) on the date of hand delivery to an officer or director of the recipient. Any notice to City must be delivered to the City Clerk. Any notice to Mercy shall be delivered to the following:

Mercy Health Partners
200 Jefferson Avenue, SE
Grand Rapids, MI 49503
Attn: Director of Real Estate

With a copy to:

Trinity Health-Michigan
20555 Victor Parkway
Livonia, MI 48152
Attn: General Counsel

c. ***Entire Agreement.*** This Agreement and its attachments contain the entire understanding between the parties as to this Easement.

d. ***Binding Effect.*** This Agreement shall be binding upon and shall benefit the parties, and their successors and assigns.

e. ***Interest in Realty.*** The Easement granted hereby shall be an interest in realty that runs with the land.

f. ***Non-Waiver.*** No waiver by any party of any provision of this Easement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Easement.

g. ***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.

[Signature page to follow]

This Agreement was executed by the parties on the date set forth above.

CITY OF MUSKEGON
a Michigan municipality

By: ___________________________
Name: Stephen J. Gawron
Its: Mayor

By:______________________________
Name: Ann Marie Meisch
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

Acknowledged before me in Muskegon County, Michigan, on _____________, 2018, by Stephen J. Gawron and Ann Marie Meisch, the Mayor and Clerk, respectively, of the City of Muskegon, a Michigan municipality, on behalf of the municipality

____
________________________, Notary Public
_________________County, Michigan
My Commission Expires: ______________
Acting in Muskegon County, Michigan

MERCY HEALTH PARTNERS,
a Michigan nonprofit corporation

By: ____________________________
Name: Michael Gusho
Its: Chief Financial Officer

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

Acknowledged before me in Muskegon County, Michigan, on ____________, 2018, by Michael Gusho, Chief Financial Officer, Mercy Health Partners, a Michigan nonprofit corporation, on behalf of the corporation.

____
________________________, Notary Public
_________________County, Michigan
My Commission Expires: _______________
Acting in Muskegon County, Michigan

Prepared by and when recorded return to:
John C. Schrier
Parmenter O'Toole
P.O. Box 786
Muskegon, MI 49443-0786

Exhibit A

Legal Description

Land situated in the City of Muskegon, County of Muskegon, Michigan, more particularly described as:

PARCEL 61-24-133-400-0013-00 TAX DESCRIPTION:
CITY OF MUSKEGON
THAT PART OF NE 1/4 OF SE 1/4 SEC 33 T10N R16W LYING S OF CONSUMERS POWER CO 100 FT R/W W OF US 31 STATE HWY E OF RELOCATED C & O R R R/W & N OF LITTLE BLACK CREEK

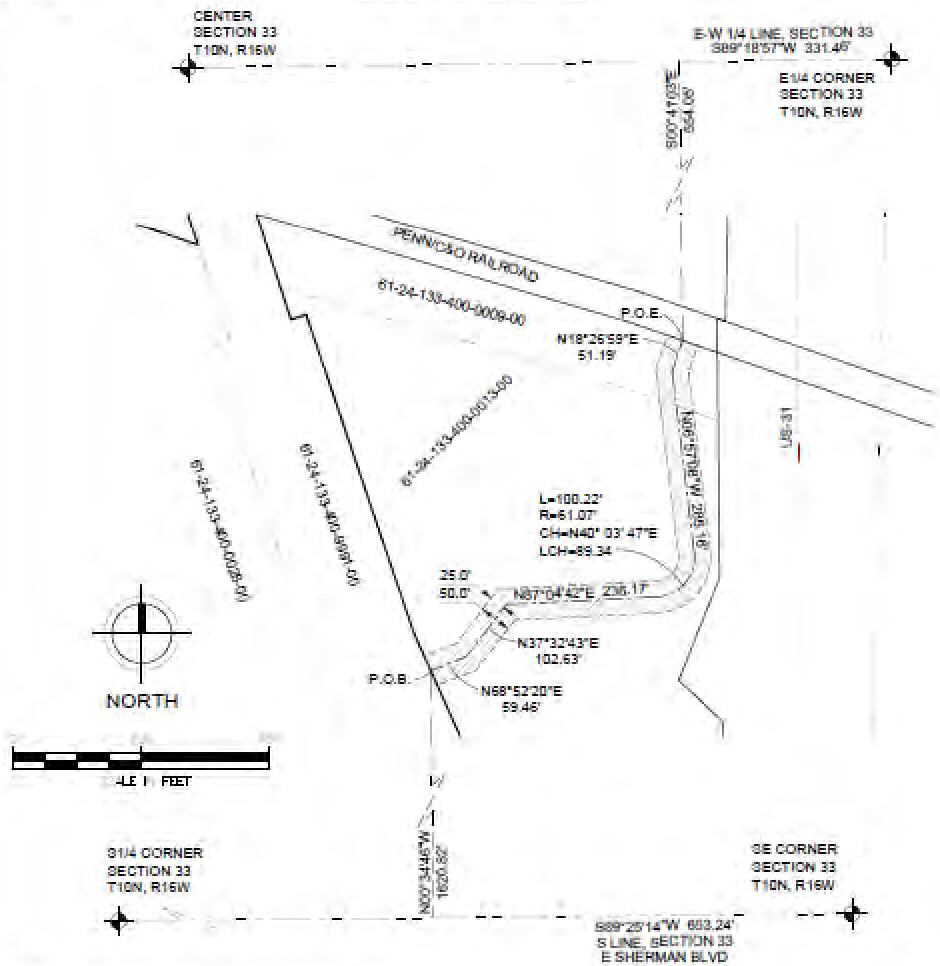
PARCEL 61-24-133-400-0009-00 TAX DESCRIPTION:
CITY OF MUSKEGON
A STRIP OF LAND 100 FT WIDE LYING SLY OF & ADJ TO PENN RR R/W IN N 1/2 OF SE 1/4 SEC 33-10- 16 W OF US 31 STATE HIGHWAY & E OF RELOCATED C&O RR R/W

Exhibit B

Survey

825080_NorthAccessEase
maxg 061817

SKETCH OF EASEMENT



PARCEL 61-24-133-400-0013-00 TAX DESCRIPTION:
CITY OF MUSKEGON
THAT PART OF NE 1/4 OF SE 1/4 SEC 33 T10N R16W LYING S OF CONSUMERS POWER CO 100 FT R/W W OF US 31 STATE HWY E OF RELOCATED C & O R R R/W & N OF LITTLE BLACK CREEK

PARCEL 61-24-133-400-0009-00 TAX DESCRIPTION:
CITY OF MUSKEGON
A STRIP OF LAND 100 FT WIDE LYING SLY OF & ADJ TO PENN RR R/W IN N 1/2 OF SE 1/4 SEC 33-10- 16 W OF US 31 STATE HIGHWAY & E OF RELOCATED C&O RR R/W

EASEMENT DESCRIPTION:
A 50 FOOT WIDE EASEMENT, 25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE BEING PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWN 10 NORTH, RANGE 16 WEST, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN MORE PRACTICALLY DESCRIBED AS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 89°25'14" WEST 653.24 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTH 00°34'46" WEST 1620.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH 68°52'20" EAST 59.46 FEET; THENCE NORTH 37°32'43" EAST 102.63 FEET; THENCE NORTH 87°04'42" EAST 236.17 FEET; THENCE NORTH EASTERLY 100.22 FEET ALONG A 61.07 FOOT RADIUS CURVE TO THE LEFT THE LONG CHORD OF WHICH BEARS NORTH 40°03'47" EAST 89.34 FEET' THENCE NORTH 06°57'08" WEST 285.16 FEET; THENCE NORTH 18°26'59" EAST 51.19 FEET MORE OR LESS THE THE SOUTH RIGHT OF WAY LINE OF PENNC&O RAILROAD, SAID POINT BEING SOUTH 89°18'57" WEST ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION 331.46 FEET AND SOUTH 00°41'03" EAST 554.05 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 33 AND THE POINT OF ENDING.

F&V PROJECT NO.
825080

SKETCH OF EASEMENT
SECTION 33, T10N, R16W
MUSKEGON CO, MICHIGAN

MERCY HEALTH PARTNERS
1500 E. SHERMAN

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.
316 Morris Avenue, Suite 230
Muskegon, MI 49440
P: 231.726.1000
F: 231.726.2200

Date: February 22, 2018

To: Honorable Mayor and City Commissioners

From: Department of Public Works, Water and Sewer

RE: State Revolving Fund, DEQ Loan Program, Engineering Costs

SUMMARY OF REQUEST:

Authorize Staff to enter into an agreement with Prein & Newhof to develop a Project Plan for the City's sanitary sewer system, which is required to apply for a low interest State Revolving Fund (SRF) loan from the MDEQ. With the completion of the SAW (Stormwater, Asset Management, and Wastewater) Grant work, the City is in a position to take advantage of the MDEQ loan program which provides funding to address the failing infrastructure discovered during the asset inventory. Our city's demographics may allow us to receive some principal forgiveness.

Prein & Newhof is being recommended since they managed the SAW Grant work and have familiarity with the needs of our sanitary system. The engineering cost is a "not to exceed" $55,000.

FINANCIAL IMPACT:

The total cost of engineering services is $55,000 to be covered by City's sewer fund.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize Staff to enter into an agreement with Prein & Newhof for engineering services to develop a SRF Project Plan for the City's sanitary sewer system.

COMMITTEE RECOMMENDATION:

AGENDA ITEM NO. ________________
CITY COMMISSION MEETING ____________________________

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: March 7, 2018

RE: Purchase Agreement – 241 and 255 West Western, 1251 8th Street

SUMMARY OF REQUEST:
City staff has been working with a housing developer that is interested in creating multifamily housing in Muskegon. After careful consideration, the developer has identified three parcels: 241 West Western, 255 west western, and 1251 8th Street.

FINANCIAL IMPACT:
$75,000 minus closing costs – deposited to the City's Public Improvement Fund

BUDGET ACTION REQUIRED:
None.

STAFF RECOMMENDATION:
To authorize the city manager to negotiate a purchase agreement with Dusendang Custom Homes for $75,000, providing 60 days of due diligence for the purchaser and up to 18 months for the completion of the projects.

COMMITTEE RECOMMENDATION:

AGENDA ITEM NO. _______________

CITY COMMISSION MEETING ___________________________

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: March 7, 2018

RE: 880 First Selective Demolition, Abatement, and Site Prep

SUMMARY OF REQUEST:

City staff is seeking permission to begin selective demolition of the five story office building located at 880 First Street. Three bids were received, with the lowest responsible bidder being Melching, Inc. Staff is seeking approval to reimburse Port City Construction up to $350,000 to undertake the selective demolition, abatement, and site preparation.

FINANCIAL IMPACT:

Not to exceed $350,000

BUDGET ACTION REQUIRED:

None at this time – the expense will be documented in the 3rd Quarter Reforecast.

STAFF RECOMMENDATION:

To authorize the city manager to reimburse Port City Construction up to $350,000 in selective demolition, abatement, and site preparation costs at 880 First Street.

COMMITTEE RECOMMENDATION:

BID TABULATION

PORT CITY
CONSTRUCTION & DEVELOPMENT SERVICES, LLC

PROJECT: Ameribank / Liberty Square
Phase I - Demolition

OWNER: Liberty Development LLC

ARCHITECT: N/A
CONSTRUCTION MANAGER: Port City Construction & Development Services
BID CATEGORY - Abatement & Demolition

BID DUE DATE: 28-Feb-18

CONTRACTOR or SUPPLIER		Haz Mat Unit Pricing	BASE BID All Abatement & Demo to 1st Fl	Alternate No. 1 Complete Selective Demolition at Lower Level	Hazordous Material Removal Breakout (Included in Base Bid)	Total Cost (Including Lower Level)	REMARKS
MELCHING		Y	$247,000.00	$50,000.00	$50,000.00	$297,000	
SPECILAIZED		Y	$214,925.00	$84,633.00	$84,930.00	$299,558	
WALSH		Y	$292,250.00	$65,500.00	$49,900.00	$357,750	
XTREME			No Response				

Bid Package
Selective Demolition & Abatement
February 15, 2018

Port City Construction is soliciting proposals for the **Selective Demolition & Abatement** of an existing building commonly known as the Ameribank Building located at 880 First Street, Muskegon, MI. The attached documents are intended to help guide your scope of work. Contractor is responsible for visiting the job site to ensure compliance with the above referenced and in providing a complete proposal. The building structure is concrete encased steel. The intent is to strip back all finishes down to the deck and column structure at each level. The Base Bid for Abatement will include ALL work. The Base Bid for Selective Demolition will include all work except the Lower Level. Alternate #1 will cover the lower level work. The building has been unoccupied for over ten years. Building utilities have been disconnected for a similar amount of time.

This package includes **Selective Demolition** of the various finishes and MEP infrastructures as identified herein. In addition, **Abatement** of Hazardous Materials as identified in the attached survey is a part of this scope of work. All work is to be completed in accordance with any and all local, state and federal codes, laws, standards, etc..

The intent is to complete the abatement work in it's entirety prior to beginning any demolition. Where and as appropriate, selective demolition and abatement can be conducted simultaneously. Work is expected to be completed from top to bottom utilizing an existing mechanical chase within the building.

1. Include all prep work necessary to properly complete the scope of work as intended.

2. Remove and properly dispose of all items.

3. Follow all MiOSHA Rules and Regulations.

4. Maintain a secure site at all times.

5. Roof Top Equipment is to be removed down to supporting structure. Air handlers are to be removed from site. Existing Chiller is to be placed on grade for owner's use. Clear balance of mechanical chase to first floor deck for use as a debris chute.

6. Fifth Floor
    a. Remove furniture, fixed or otherwise
    b. Remove ceiling systems. Include support/hanging components

c. Remove all interior walls. Stairwells and elevator shaft to remain intact
d. Remove floor coverings. Terrazzo to remain
e. Remove plumbing systems in their entirety. Roof drains to remain
f. Remove mechanical systems in their entirety.
f. Remove electrical systems in their entirety.
g. Remove exterior wall systems.
h. Remove Exterior stone panels
i. Cover all holes to MiOSHA Standards

7. Fourth Floor
    a. Remove furniture, fixed or otherwise
    b. Remove ceiling systems. Include support/hanging components
    c. Remove all interior walls. Stairwells and elevator shaft to remain intact
    d. Remove floor coverings. Terrazzo to remain
    e. Remove plumbing systems in their entirety. Roof drains to remain
    f. Remove mechanical systems in their entirety.
    f. Remove electrical systems in their entirety.
    g. Remove exterior wall systems.
    h. Remove Exterior stone panels
    i. Cover all holes to MiOSHA Standards

8. Third Floor
    a. Remove furniture, fixed or otherwise
    b. Remove ceiling systems. Include support/hanging components
    c. Remove all interior walls. Stairwells and elevator shaft to remain intact
    d. Remove floor coverings. Terrazzo to remain
    e. Remove plumbing systems in their entirety. Roof drains to remain
    f. Remove mechanical systems in their entirety.
    f. Remove electrical systems in their entirety.
    g. Remove exterior wall systems.
    h. Remove Exterior stone panels
    i. Cover all holes to MiOSHA Standards

9. Second Floor
    a. Remove furniture, fixed or otherwise
    b. Remove ceiling systems. Include support/hanging components
    c. Remove all interior walls. Stairwells and elevator shaft to remain intact
    d. Remove floor coverings. Terrazzo to remain
    e. Remove plumbing systems in their entirety. Roof drains to remain
    f. Remove mechanical systems in their entirety.
    f. Remove electrical systems in their entirety.
    g. Remove exterior wall systems.
    h. Remove Exterior stone panels
    i. Remove railing at exterior overhang
    j. Remove roofing systems at overhang / walkway. Include roof drain(s) in this area.
    k. Remove furnishings, pavers and equipment, fixed and otherwise, at main single story roof.
    l. Cover all holes to MiOSHA Standards

10. First Floor
    a. Remove furniture, fixed or otherwise
    b. Remove ceiling systems. Include support/hanging components
    c. Remove remaining interior walls. Stairwells and elevator shaft to remain intact
    d. Remove floor coverings. Terrazzo to remain
    e. Remove plumbing systems in their entirety. Roof drains to remain
    f. Remove mechanical systems in their entirety.
    f. Remove electrical systems in their entirety.
    g. Remove exterior wall systems.
    h. Remove Exterior precast panels.
    f. Cover all holes to MiOSHA Standards

11. Alternate #1 - Lower Level
    a. Remove furniture, fixed or otherwise
    b. Remove ceiling systems. Include support/hanging components
    c. Remove metal stud walls. Stairwells and elevator shaft to remain intact. Masonry construction to remain intact
    d. Remove floor coverings.
    e. Remove plumbing systems in their entirety. Roof drains to remain
    f. Remove mechanical systems in their entirety. Elevator systems demolition by others.
    f. Remove electrical systems in their entirety. Coordinate demolition of main distribution with owner and Consumers Power.
    g. Systems in place to access varying floor elevations at lower level are to remain.
    h. Cover all holes to MiOSHA Standards
    i. At east end of property, excavate ramp to lower level elevation in order to facilitate the removal of debris at this level. Include foundation wall removal and temporary construction in order to maintain a secure site. Site restoration in this area will be by others.

Documents included:
1. Floor plans for reference only.
2. Elevation cut for information only
3. Hazardous Material Survey
4. Unit Pricing

Hazardous Material Abatement Complete **Base Bid $_____________**

Selective Demolition **Base Bid $_____________**

Alternate #1 **Bid $_____________**

Firm Name:____

Firm Rep:____

Proposals are due in Port City Construction's office no later than 5:00 pm on Wednesday, February 28.

Date: March 7, 2018

To: Honorable Mayor and City Commissioners

From: Ann Marie Meisch, City Clerk

RE: Recommendation for Annual Renewal of Liquor Licenses

SUMMARY OF REQUEST: To adopt a resolution recommending non-renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinances for the City of Muskegon. These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 13, 2018, they will be removed from this resolution, and recommendation for their renewal will be forwarded to the Liquor Control Commission.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the resolution.

RESOLUTION RECOMMENDING STATE WITHHOLD RENEWAL OF LIQUOR LICENSES FOR CODE VIOLATIONS

Resolution #

THE CITY COMMISSION OF THE CITY OF MUSKEGON DO RESOLVE, that whereas, the attached business establishments in the City of Muskegon have liquor licenses and are found to be in violation of Article V, Section 50-146 and 50-147 of the Code of Ordinances of the City of Muskegon.

AND WHEREAS, a hearing was held on March 13, 2018, before the City Commission to allow such licensees an opportunity to refute the determination of the City Commission that such establishments are in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission; and

WHEREAS, an affidavit of mailing of Notices of Hearing and Notification of Non-Compliance to City Standards to the licensees has been filed;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Muskegon hereby recommends that these liquor licenses not be approved for renewal, and a copy of this Resolution be sent to the State Liquor Control Commission. If any of these establishments come into compliance by March 14, 2017, they will be removed from this Resolution.

Approved and adopted this 13th day of March, 2018.

AYES:

NAYS:

By:________________________________

Ann Marie Meisch, MMC
City Clerk

COMMISSION MEETING DATE: March 13, 2018

Date: March 7, 2018

To: Honorable Mayor and City Commissioners

From: Director of Public Safety Jeffrey Lewis

RE: Service Firearm Program

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the amount of **$49,962.10**; for the purchase of department issued primary hand guns for all Muskegon sworn police officers. This firearms platform proposed **(GLOCK 17 Gen 5 pistol)**, will replace our current system where officers purchase and attempt to maintain a primary duty weapon at their expense, which has been less than successful. Muskegon Police Officers currently carry a Sig-Sauer semi-auto pistol with multiple ammunition options (**POLC contract**). This firearm is expensive to purchase, and the use of three (3) options of ammunition is costly for the department and can present logistical issues in the field. Allowing different caliber(s) in primary service weapons is not recommended and ammunition is not interchangeable in the handguns, again causing logistical issues. Our proposed platform increases officer safety, efficiency with the move to a one (1) caliber system **(9mm)** department wide for the proposed primary duty weapon. The department will own, maintain, issue, and check-in firearms and support equipment as officers pass through our department from hire to retirement.

FINANCIAL IMPACT:

None – GF Budgeted

BUDGET ACTION REQUIRED:

Firearm & support equipment proposed platform will be funded by the *Drug Forfeiture Fund*

STAFF RECOMMENDATION:

Staff recommends approval of this platform to update, enhance the department with primary service pistol and supporting equipment.

MUSKEGON POLICE DEPARTMENT
CITY OF MUSKEGON
TELEPHONE BID TABULATION FORM

RECEIVED
FEB 15 2018
MUSKEGON PUBLIC SAFETY
ADMINISTRATIVE OFFICE

Date: 2/13/18 Employee: Captain D. Lord / Sergeant M. Haug

	Bidder #1 *	Bidder #2	Bidder #3
Vendor	Kiesler's Police Supply Inc.	C.M.P. Distributors Inc.	Michigan Police Equipment
Address	2802 Sable Mill Rd Jeffersonville, IN 47130	16753 Industrial Pkwy. Lansing, MI 48906	6251 Lansing Rd. Charlotte, MI 48813
Telephone Number	800-444-2950	517-721-0970	517-322-0443
Fax Number	812-288-7560	517-721-0974	N/A
~~Accept Mastercard~~	~~Yes~~	~~Yes~~	~~Unknown~~
Quoted By	B. Califf	B. Bogue	K. Zuidema

Description & Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
(90) Glock 17Gen. 5 pistols with 3 magazines and glock night sights.	$409.00	$36,810.00	$409.00	$36,810.00	*Never Received Quote*	
(90) Safariland 77-83-9 Magazine Pouch/Hi Gloss	$28.29	$2,546.10	$28.29	$2,546.10		
(90) Safariland 6280-83-91 Pistol Holster/Hi gloss (right or left hand)	$117.40	$10,566.00	$127.75	$11,497.50		
Freight:	$40.00		N/A			
TOTAL:	$49,962.10		$50,853.60			

Bidder #1 approved by cm

2/15/18

FIREARMS • SAFES • AMMUNITION • ACCESSORIES
KIESLER'S
JEFFERSONVILLE, INDIANA

KIESLER POLICE SUPPLY, INC.

2802 SABLE MILL RD - JEFFERSONVILLE, IN 47130
QUOTES/INFORMATION
800-444-2950 / 812-288-5740
Monday - Friday 8:30am - 5:30pm EST
FAX: 1-812-288-7560 - 24 Hours/7 days
TAX ID# 35-1361847

Quote Form

Number	Page
	1

Req'd Ship Date
At Once

Ord. Date	Ordered By	Terms	F.O.B.	Ship Via
02/06/2018	Capt. Dennis Lord	Net 30		Best Way

CUST.		Ship to	
	Muskegon Police Department 980 Jefferson St. Muskegon, MI 49440		Attn: Captain Dennis Lord

Line	Item/Description	Unit Price	Units	Ordered	Amount
1	Glock #G17 Gen5 pistol, GNS, std trigger, w/three mags	$409.00	EA	90.00	$36,810.00
					$0.00
2	Safariland #6280 SLS mid-ride OBL duty holster, Leather Look Hi Gloss, for G17				$0.00
	6280-83-91-OBL (RH), 6280-83-92-OBL (LH), CEHRE	$117.40	EA	90.00	$10,566.00
3	Safariland #6280 SLS mid-ride OBL duty holster, Leather Look Hi Gloss for TLR-1				$0.00
	6280-8321-91-OBL (RH), 6280-8321-92 (LH), CCTRE	$126.40	EA		$0.00
4	Safariland #077. Dbl. Mag pouch for G17, Leather look high gloss, LLTA				$0.00
	77-83-9HS (hidden snap), 77-83-9B (brass), 77-83-9 (chrome)	$28.29	EA	90.00	$2,546.10
					$0.00
5	Slots in an upcoming Glock Armorer's Course, (dates and time TBD)	$0.00	EA	4.00	$0.00
					$0.00
	These guns are currently in stock and available for immediate delivery.				$0.00
					$0.00
					$0.00
					$0.00
					$0.00
	This quote is good for thirty days. Formatted By Brian Califf				$0.00

Subtotal	Tax	Freight	Misc.	Prepaid	Total
$49,922.10		$40.00			$49,962.10

Comments:
For this quote I assumed holsters for guns without lights.
I can also quote guns with Ameribold sights if needed.

Received by

Authorized Signature

CMP DISTRIBUTORS INC.

Lansing, MI 48906

Phone # 5177210970
Fax # 517-721-0974

QUOTE

Date	Quote #
1/30/2018	5881

Bill To	Ship To
Muskegon Police Department*** 980 Jefferson Muskegon, MI 49443-0536	Muskegon Police Department 980 Jefferson Muskegon, MI 49443-0536

Sales Rep	Account #	Terms	Expiration Date	Shipping Terms
CMP	1400	Net 30	3/1/2018	

Description	Qty	Cost	Total
Glock 17, Gen5, 9mm with Glock Night Sights, 5.5lb Trigger, 3 Magazines	90	409.00	36,810.00T
Safariland 77-83-9 Magazine Pouch, Double, Black, Hi Gloss, Chrome snap, for several guns	90	28.29	2,546.10T
Safariland 6280-83-91 Mid Ride, Level II Retention for Pistols, Black, Hi Gloss, Right Hand, for Glock 17, 22 4.5" BBL **OR**	90	127.75	11,497.50T
Safariland 6360-83-91 Level II Plus Retention, Black, Hi-Gloss, Right Hand, for Glock 17, 22 4.5" BBL 19, 23 4" BBL **OR**	90	143.92	12,952.80T
Safariland 6280-83-491, STX Hi Gloss Finish, Glock 17 Right Hand **OR**	90	89.25	8,032.50T
Safariland 6360-83-491, STX Hi Gloss Finish, Glock 17 Right Hand	90	108.63	9,776.70T
Safariland 77-83-49 (B) ,STX Hi Gloss Finish, Glock 17	90	25.17	2,265.30T

Shipping & Handling Terms:
- Freight to be added at time of shipment
- Ships UPS Ground

Sales Tax (0.0%)	$0.00
Total	$83,880.90

This is a quotation on the goods named, subject to the conditions noted below:
1. Pricing is good for 30 days unless otherwise noted.
2. Please include the quote number on all correspondence to insure proper pricing when ordered.
3. To accept this quotation, please sign and return.

Customer Signature ______________________

Muskegon Police Department
Jeffrey Lewis
Director of Public Safety

980 Jefferson
Muskegon, Michigan
49443-0536

www.muskegonpolice.com

Phone: 231-724-6750
FAX: 231-722-5140

Letter of Understanding
Between the City of Muskegon
And
Police Officers Labor Council, Muskegon Non-Supervisory Unit

Whereas the City of Muskegon and the police Officers Labor Council-Muskegon Non-Supervisory Unit have entered into a collective bargaining agreement which expires December 31, 2021;

Whereas the current CBA states in Section 22,

"All employees who enter the Bargaining Unit prior to January 1, 1995 shall have the option of carrying the .38, the 9mm, or the .45 as a weapon. All employees who enter the Bargaining Unit on or after January 1, 1995 shall have the option of carrying the 9mm or the .45 as a weapon. The employee shall purchase the weapon through the City."

Whereas the City of Muskegon would like to transition to City owned 9mm semi-automatic Glock weapons;

Representatives of the City of Muskegon and the Police Officers Labor Council (POLC), Muskegon Non-Supervisory Unit met to discuss the transition, the parties agreed to alter the current CBA in the following manner.

1. The City shall not require officers to purchase a weapon duty weapon.
2. The City shall purchase and supply to all officers a 9mm semi-automatic duty weapon.
3. The City will establish a transition team composed of a representative of the POLC Non-Supervisory Unit, COAM union representative, Muskegon Range representative, the Administrative Captain and the Director of Public Safety.
4. The City will provide training for each officer to become proficient with the weapon.
5. The weapon will be maintained to the manufacturer's recommendations by the City.
6. Officers will be allowed to carry the weapon off-duty and take the weapon home, except probationary employees.
7. Officers who qualified with a back-up weapon during the Fall 2017 range qualification, may carry that weapon as a back-up. If the officer changes that

weapon, the new weapon must be a 9mm semi-automatic pistol approved by the Director of Public Safety and/or designee.

8. Officers hired after January 1, 2017, must carry a 9mm semi-automatic pistol as a back-up weapon if they choose to carry one.
9. The transition to the new weapons will be completed by the end of 2018. It is our goal to be completed within six (6) months of the start of the transition.
10. Officers who retire in good standing may purchase their duty weapon, with the purchase price being determined by the Director of Public Safety.
11. This Letter of Understanding is contingent upon project approval of the Muskegon City Commission.

Frank Peterson
Muskegon City Manager

Chad Hoop
President POLC Non-Supervisory Unit

1/17/18
Jeff Lewis
Muskegon Chief of Police

Greg Huggett
POLC Labor Representative

Date: 2/14/18

Date: 3/13/18

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: Administrative Vehicle Replacement

SUMMARY OF REQUEST:

Authorize staff to purchase three Chevy Impalas from Berger Chevrolet the Mi-Deal State contract holder. This will replace the three oldest administrative vehicles currently being used. Cost to the City will be $23,183.00 per vehicle.

FINANCIAL IMPACT:

$23,183.00 x three $69,549.00

BUDGET ACTION REQUIRED:

Amount will be adjusted to reflect this purchase in second quarter reforecast.

STAFF RECOMMENDATION:

Authorize staff to purchase three Chevy Impala's from Berger Chevrolet

AGENDA ITEM NO. ______________
CITY COMMISSION MEETING ________________________

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: March 13, 2018

RE: Letter of Intent – 1000 West Western Ave sales Agreement

SUMMARY OF REQUEST:
The City Commission accepted a $249,000 purchase offer from Smith Equities in 2016. After nearly one year of due diligence, Smith Equities is ready to finalize the details of the purchase agreement under their Harbor West, LLC. The attached Letter of Intent ~~will give~~ outlines the commitments that Harbor West, LLC and the City of Muskegon intend to commit to as part of the Purchase Agreement. The remaining due diligence activities to be undertaken by Harbor West, LLC will be costly; providing this signed letter of intent will give them the necessary security that the city is generally agreeable to the terms that will be in the purchase agreement.

FINANCIAL IMPACT:
$250,000 minus closing costs – deposited to the City's Public Improvement Fund

BUDGET ACTION REQUIRED:
None.

STAFF RECOMMENDATION:
To authorize the city manager to sign the Letter of Intent and negotiate a final purchase agreement with Harbor West, LLC consistent with the terms of the Letter of Intent.

COMMITTEE RECOMMENDATION:

HARBOR WEST

March 5, 2018

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

Subject: Letter of Intent Regarding 1000 West Western & The Hartshorn Marina

Dear Frank,

Harbor West, LLC is offering to purchase the property identified in Exhibit A (the "Property") and redevelop it in accordance with the following terms and conditions outlined in this Letter of Intent ("LOI"). The proposed LOI is being submitted as an amended proposal for the property outlined in the previously approved purchase agreement between the Seller and W.S. Smith Development Corp. that expired in November 2017.

Following Seller's execution of the LOI, Buyer will prepare a draft of a formal purchase agreement (the "Purchase Agreement") outlining the terms and conditions described herein, as well as other standard conditions, representations, warranties, indemnifications, and other common provisions found in such agreements. Buyer shall deliver a draft of the Purchase Agreement to Seller within fifteen (15) days of Seller's execution and delivery of the LOI to Buyer. Buyer and Seller shall act in good faith and use their best efforts to negotiate and enter into the Purchase Agreement based upon this LOI.

1. **Seller:** City of Muskegon
   Attn: Frank Peterson, City Manager
   933 Terrace St.
   Muskegon, MI 49440

2. **Buyer:** Harbor West, LLC
   c/o W.S. Smith Development Corp.
   108 South University, Suite 6
   Mt. Pleasant, Michigan 48858

3. **Property:** The property is located at 1000 West Western Avenue in Muskegon, Michigan (and adjacent parcels, specifically excluding the "Park Area" depicted in Exhibit B) as depicted and legally described in Exhibit A attached hereto. The final legal description shall be confirmed by a survey as set forth in the Purchase Agreement.

4. **Purchase Price:** Two hundred forty-nine thousand dollars ($249,000).

5. **Initial Deposit:** Upon full execution of the Purchase Agreement, Buyer shall deposit into escrow with a title company of Buyer's choosing an amount equal to five thousand dollars ($5,000) as a refundable deposit toward and applicable to the Purchase Price.

6. **Closing:** Upon satisfaction of the conditions and contingencies to be set forth in the Purchase Agreement, Buyer agrees to close on the Property on or before May 18, 2018, or such later date as mutually agreed to by Buyer and Seller.

7. **Development of the Property:** Buyer is proposing to construct approximately 23+/- residential condominium units and associated site improvements on the Property (the "Project"). As part of the Project, Seller will be completing various public improvements to the adjacent Marina that may include but are not limited to docks, clubhouse, pool and utility improvements (the "Marina Improvements"). The Marina Improvements shall be considered a Marina amenity and limited in use by the Marina slip lessees and the Project unit owners. The Project's condominium association shall participate financially in the ongoing maintenance of the Marina Improvements and said support shall be detailed in the proposed Purchase Agreement.

8. **Conditions Precedent to Closing:** Among other conditions to be specified in the Purchase Agreement, Buyer's obligation to close the transaction shall be subject to the satisfaction of the following conditions:

    a. Buyer's receipt of a title insurance policy in the full amount of the Purchase Price showing clean and marketable title vested in Buyer, solely subject to such exceptions as Buyer approves;

    b. Buyer's receipt of title to the Property free and clear of liens;

    c. Buyer's receipt of acceptable phase I, phase II, baseline environmental assessment and approved due care plan for the Property;

    d. Seller's approval of a brownfield plan for the Property with eligible activities, as defined by Act 381 of 1996, as amended, of up to $600,000 (the "Brownfield Plan Costs"). Seller agrees to pay on behalf of Buyer an amount up to the Brownfield Plan Costs and Seller shall seek reimbursement through the Brownfield Plan increment generated from the

Project. In addition, Seller shall be responsible for relocation of any existing public roadways, utilities, bike paths or improvements that are required to be relocated as part of the Project, including the proposed Marina improvements;

e. Seller to enter into agreement with Buyer to provide Buyer a right of first refusal for the lease of up to twenty-three (23) boat slips in the adjacent Hartshorn Marina. Buyer shall exercise its right of first refusal by November 1st of each year for the following season reservations. Thereafter, Seller shall have the right to lease the spaces to other parties;

f. Seller's execution of a right of first refusal with Buyer for the remainder of the charter park property ("Remainder Land") (land to the West of the property as generally depicted in Exhibit B);

g. Seller's execution of a deed restriction that would prevent construction of any structures in the charter park area ("Park Area") (in between the marina and the Property as depicted in Exhibit B) that would obstruct residential sightline views of the Project; and

h. Buyer and Seller to coordinate on overall development of the Project, including the Marina Improvements.

Please sign the enclosed copy of this LOI and return it to us on or before March March 23, 2018, as confirmation of the status of our negotiations. We will then begin drafting the Purchase Agreement.

BUYER:

Harbor West, LLC

Name: ______________________

Date: 3/6/18

Acknowledged and Agreed:

SELLER:

City of Muskegon

Name: ____________________

Date: 3·13·18

EXHIBIT A
The Property Legal Description

LEGAL DESCRIPTIONS

Parcel 1:

All that part of Block 574 and 575 of the City of Muskegon, lying Northerly and Easterly of the following described boundary lines: (EXCEPT the right of way of the Chesapeake and Ohio Railway Co.)

Commence at an iron bolt (original) located at the Southeast corner of Block 574 of the Revised Plot of the City of Muskegon, Muskegon County, Michigan; thence North 88°43' West 270.42 feet for a place of beginning; thence North 1°40' West 345.42 feet; thence North 84°6' West 290.81 feet; thence North 47°5' West 236 .7 feet; thence North 2°4' West 175.2 feet; thence South 87°55' West 866.7 feet to an iron stake; thence North 37° West 730 feet; thence North 48° West to the thread of the stream in Muskegon Lake, for the place of ending of said lines.

Parcel 2:

Part of Blocks 574 and 575, as follows:

(1) Commence at the Southeast corner of Block 574 of the Revised Plat of the City of Muskegon, Muskegon County, Michigan; thence North 88°43' West 270.42 feet to the North line of West Western Avenue; thence Westerly along the North line of West Western Avenue 457.28 feet; thence North 2°04' West 492.92 feet to the place of beginning; thence North 2°04' West 175.2 feet; thence South 87°55' West 175.2 feet; thence South 47°05' East 247.75 feet to the place of beginning.

(2) ALSO: Commence at the Southeast corner of Block 574 of the Revised Plat of the City of Muskegon, Muskegon County, Michigan; thence North 88°43' West 270.42 feet to the North line of West Western AVENUE; THENCE North 1°40' WEST 100 feet for a place of beginning; thence North 1°40' West 245.42 feet; thence North 84°6' West 290.81 feet; thence Southeasterly to the place of beginning.

Parcel 3:

Part of Block 573 of the Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, described as: Commencing at the Southwest corner of said Block 573 for the point of BEGINNING; THENCE North 1°40' West along the West line of said Block, 347.0 feet; thence North 21°40' West along the Westerly line of said Block, 241.0 FEET; THENCE North 29°28' West along the Westerly line of said Block, 187.50 feet; thence South 35°37' East 258.20 feet; thence South 09°53' East 504.80 feet to the Northerly line of West Western Avenue; thence South 59°34' West along said Northerly line, 53.0 feet to the point of beginning.

Parcel 4:

Those parts of Blocks 574 and 575, Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the Southeasterly corner of Block 574 of said Revised Plot (of 1903) of the City of Muskegon; thence North 88°43' West 270.42 feet to a point on the Northerly line of West Western Avenue for a point of beginning; thence Westerly along the Northerly line of West Western Avenue 457.28 feet; thence North 2°04' West 492.92 feet; thence South 47°05' East 236.7 feet; thence continuing South 47°04' East to a point 100 feet North of and North 1°40' West of the point of beginning; thence South 1°40' East to the point of beginning. Together with the C & O Railway Company right of way running through the above described parcel, except that part which was deeded to the City of Muskegon as recorded in Liber 2138, Pages 751 and 752.

Parcel 5:

That part of Block 574 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as commencing at the Southeast corner of said Block 574; thence North 88°13'54" West 270.33 feet to a point on the North right of way line of Western Avenue; thence North 01°09'31" West 100.00 feet; thence North 46°31'44" West 116.61 feet to the point of beginning; thence North 61°45'12" West 60.93 feet; thence North 46°31'44" West 227.22 feet; thence North 46°32'44" West 220.80 feet; thence North 01°31'44" West 22.62 feet; thence South 46°32'44" East 236.79 feet; thence South 46°31'44" East 285.01 feet to the point of beginning. included in the following described parcel of LAND:

Part of Blocks 574 and 575, Revised Plat of the City of Muskegon, Muskegon County, Michigan, described as: Commencing at the Southeast corner of said Block 574, thence North 85°43' West 270.42 feet for point of beginning; thence Westerly 457.28 feet along the Northerly line of Western Avenue; thence North 02°04' West 492.92 feet; thence South 47°05' East to a point 100 feet North 01°40' West of point of beginning; thence South 01°40'00" East 100.00 feet to point of beginning.

Property Address: 1000 W. Western Avenue

WH

EXHIBIT B
Adjacent Land Map