

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 14, 2005

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- CALL TO ORDER:
- PRAYER:
- PLEDGE OF ALLEGIANCE:
- ROLL CALL:
- HONORS AND AWARDS:
 - A. Beverly Straley.
- INTRODUCTIONS/PRESENTATION:
 - A. 2005 Interns. AFFIRMATIVE ACTION
- CONSENT AGENDA:
 - A. Approval of Minutes. CITY CLERK
 - B. Fireworks Display – Summer Celebration and Greek Festival. CITY CLERK
 - C. Appointment to the Leisure Services Board. CITY CLERK
 - D. Sale of Buildable Vacant Lot at 1259 Marquette. PLANNING & ECONOMIC DEVELOPMENT
 - E. Amendment to Muskegon Township Water Agreement. CITY MANAGER
 - F. Appointment to Veteran’s Memorial Park Committee. CITY MANAGER
 - G. Letter of Support from Mayor and Commission for After-School Program (CLEAR). COMMUNITY & NEIGHBORHOOD SERVICES
 - H. MDNR Agreement for Phase 1 of the Bike Trail. ENGINEERING
- PUBLIC HEARINGS:
 - A. Request to Establish an Obsolete Property District - 790 Terrace. PLANNING & ECONOMIC DEVELOPMENT
 - B. Request to Issue an Obsolete Property Certificate - 790 Terrace. PLANNING & ECONOMIC DEVELOPMENT

C. Spreading of the Special Assessment Roll for McCracken, Sherman Blvd. to Lakeshore Dr. ENGINEERING

□ COMMUNICATIONS:

□ CITY MANAGER'S REPORT:

□ UNFINISHED BUSINESS:

□ NEW BUSINESS:

A. Engineering Services Agreement for City Center Project. CITY MANAGER

B. Resolution to Submit Urban Land Assembly Loan Application Related to Former Mall Site Redevelopment. PLANNING & ECONOMIC DEVELOPMENT

C. Tentative Agreement Reached with Muskegon Firefighters Union. ASSISTANT CITY MANAGER

D. Establishment of Defined Contribution Retirement Plan with MERS. FINANCE

E. Rejection of Bids: Demolition of the Muskegon Hotel. PUBLIC SAFETY

□ 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.)

□ 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 GAIL A. KUNDINGER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

Date: June 14, 2005
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, May 24, 2005.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 14, 2005

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, June 14, 2005.

Mayor Warmington opened the meeting with a prayer from Pastor Sarah Johnson of the Word of Truth Outreach after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Bill Larson, Commissioner Chris Carter, Kevin Davis, Stephen Gawron, Clara Shepherd, and Lawrence Spataro, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Gail Kundinger.

2005-50 HONORS AND AWARDS:

A. Beverly Straley. Mayor Warmington presented Beverly Straley's family with a resolution to recognize her years of service.

2005-51 INTRODUCTIONS/PRESENTATION:

A. 2005 Interns. AFFIRMATIVE ACTION

Ken James introduced the 2005 Interns.

2005-52 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, May 24, 2005.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Fireworks Display – Summer Celebration and Greek Festival. CITY CLERK

SUMMARY OF REQUEST: Summit Pyrotechnics is requesting approval of fireworks display permits for Muskegon Summer Celebration on July 4th, and 10th; and for the Big Fat Greek Festival on July 30th. They will be set off from the Barge at Heritage Landing. Fire Marshall Metcalf will inspect the fireworks on the day of the events.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of the insurance.

C. Appointment to the Leisure Services Board. CITY CLERK

SUMMARY OF REQUEST: To appoint Greg Roberts to the Leisure Services Board.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To make the appointment.

COMMITTEE RECOMMENDATION: The Community Relations Committee recommended the appointment at their June 6th meeting.

E. Amendment to Muskegon Township Water Agreement. CITY MANAGER

SUMMARY OF REQUEST: To approve an amendment to the Muskegon Township Water Agreement, to allow the Township to delay installing secondary power at the Harvey Street Reservoir.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the amendment.

F. Appointment to Veteran's Memorial Park Committee. CITY MANAGER

SUMMARY OF REQUEST: To appoint a City representative to a committee to oversee budget and maintenance of Veteran's Memorial Park. The committee is made up of a representative from the City of Muskegon, County of Muskegon, City of North Muskegon, and Muskegon Veterans (non-voting). The committee is a provision of the agreement between the three political jurisdictions.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To appoint the City Manager as the City's representative on this committee and appoint the City Manager's designee as the City's alternate representative.

G. Letter of Support from Mayor and Commission for After-School Program (CLEAR). COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: For the Mayor and the City Commission to give a letter of support for a technical assistance grant for after-school programming for the Muskegon Public School System through the National League of Cities. Several studies have revealed the importance of after-school programs to future economic development as well as a deterrent to negative activity by youth. National crime data reveals that between the hours of 3 to 6 PM to be when most young people are most

likely to commit and become victims of crime. That is also the time when young people are most likely to engage in risky behaviors. If the Mayor and Commission agree to support this grant application, the CNS Office working with the Muskegon Public Schools will prepare the grant application and have it delivered to the National League of Cities by the due date of June 17, 2005.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To supply the CNS Office with a letter of support endorsed by the Mayor and City Commission.

H. MDNR Agreement for Phase 1 of the Bike Trail. ENGINEERING

SUMMARY OF REQUEST: To approve the contract with MDNR for the construction of Phase I of the bike trail from Heritage Landing to McCracken St. and authorizing the Mayor and City Clerk to sign the contract and approve the resolution.

FINANCIAL IMPACT: MDNR's participation will be at 28% of the total cost which is estimated at \$1,800,000 but not to exceed \$500,000 of eligible costs as outlined in the agreement. The remainder of the cost will be from local funds and a \$799,000 of federal funds in the form of an enhancement grant. Agreement for the federal grant will be forthcoming in the near future.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: That the agreement and resolution be approved.

I. Contract for Independent Audit Services. FINANCE

SUMMARY OF REQUEST: Whether to seek competitive proposals at this time for the City's audit. Historically, there have been at least two in-city firms competing for the City's audit work as well as firms from as far away as Grand Rapids and Saginaw.

STAFF RECOMMENDATION: That Brickley, DeLong be selected as the City's independent auditor for the fiscal years ending December 31, 2005, 2006, and 2007.

J. Appointment to City Employees Pension Board & Police and Fire Retirement Board. CITY CLERK

SUMMARY OF REQUEST: To appoint Ruth Anderson to the City Employees Pension Board and the Police and Fire Retirement Board.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: This was recommended for approval at the June 13th Commission Worksession.

Motion by Commissioner Carter, second by Commissioner Davis to approve the consent agenda as read with the exception of item D.

ROLL VOTE: Ayes: Davis, Gawron, Larson, Shepherd, Spataro, Warmington, and Carter

Nays: None

MOTION PASSES

2005-53 ITEM REMOVED FROM THE CONSENT AGENDA:

D. Sale of Buildable Vacant Lot at 1259 Marquette. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant buildable lot at 1259 Marquette Street (Parcel #24-611-000-0482-00) to Garry & Earnestine Gaines, 881 Getty Street, Muskegon, MI. The lot is 116.45 x 132 ft. (15,371.40 sq. ft.) and is being offered to Garry & Earnestine Gaines for \$11,000 (\$9,000 for the lot and \$2,000 to the realtor). Garry & Earnestine Gaines will be constructing a two story, three bedroom, single family home with an attached garage, which will comply with the City's Policy for Sale of City-Owned Residential Property. The True Cash Value (TCV) for the property listed in the Assessor's Office is \$12,000, and our price is set at \$9,000 which is 75% of that amount. The reason that the price is \$11,000 is because this is part of a construction loan. The City will receive \$9,000 for the property per policy. The realtor, at the time of closing, will receive \$2,000. The realtor fees are not paid by the City, but by the purchaser.

FINANCIAL IMPACT: The sale of this lot for construction of 1 (one) new home will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution and to authorize both the Mayor and the Clerk to sign said resolution and deed.

Motion by Commissioner Spataro, second by Commissioner Gawron to approve the sale of the buildable vacant lot at 1259 Marquette.

ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis.

Nays: None

MOTION PASSES

2005-54 PUBLIC HEARINGS:

A. Request to Establish an Obsolete Property District - 790 Terrace. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 146 of the Michigan Public Acts of 2000, Promised Land Associates, 420 Carmen Street, Spring Lake, MI 49456, has requested the establishment of an Obsolete Property District. The district would be located at 790 Terrace Street, Muskegon, MI. This project will consist of rehabbing this building into a restaurant/banquet hall. Total capital investment for this project is \$1,200,000. The project will result in the creation of 40+ new jobs in the City.

FINANCIAL IMPACT: If an Obsolete Property Certificate is issued, the property taxes would be frozen for the duration of the certificate.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the resolution establishing an Obsolete Property District for 790 Terrace Street, Muskegon, MI.

The Public Hearing opened at 5:47 p.m. to hear and consider any comments from the public. Spencer Norman and Ciggzree Morris, developers, explained the rehabbing of the building.

Motion by Commissioner Shepherd, second by Vice Mayor Larson to close the public hearing at 6:00 pm and approve the request to establish an obsolete property district at 790 Terrace.

ROLL VOTE: Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis, and Gawron.

Nays: None

MOTION PASSES

B. Request to Issue an Obsolete Property Certificate - 790 Terrace. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 146 of the Michigan Public Acts of 2000, Promised Land Associates, 420 Carmen Street, Spring Lake, MI 49456, has requested the issuance of an Obsolete Property Certificate for the property located at 790 Terrace Street, Muskegon, MI. Total capital investment for this project is \$1,200,000. The project consists of a restaurant/banquet hall that will also feature live entertainment. This project will result in the creation of 40+ new jobs in the City. Because of these new jobs, and the amount of investment, the applicant is eligible for a 12 year certificate.

FINANCIAL IMPACT: If an Obsolete Property Certificate is issued, the property taxes would be frozen for the duration of the certificate.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the resolution issuing an Obsolete Property Certificate for 790 Terrace Street, Muskegon, MI.

The public hearing opened at 6:01 p.m. to hear and consider any comments from the public. No comments were heard.

Motion by Vice Mayor Larson, second by Commissioner Shepherd to close the public hearing at 6:05 pm.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson.

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the request to issue an obsolete property certificate at 790 Terrace.

ROLL VOTE: Ayes: Spataro, Warmington, Carter, Davis, Gawron, Larson, and Shepherd.

Nays: None

MOTION PASSES

C. Spreading of the Special Assessment Roll for McCracken, Sherman Blvd. to Lakeshore Dr. ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the spreading of the special assessment for McCracken Street, Sherman Blvd. to Lakeshore Dr., and to adopt the resolution confirming the special assessment roll.

FINANCIAL IMPACT: A total of \$155,377.45 would be spread against seventy-five (75) parcels abutting the project.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the special assessment roll and adopt the resolution.

The public hearing opened at 6:08 p.m. to hear and consider any comments from the public. Comments were heard in opposition from Steve Holderman, 2011 LeTarte and Diana Smith, 2169 McCracken.

Motion by Commissioner Carter, second by Vice Mayor Larson to close the public hearing at 6:14 pm and spread the Special Assessment Roll for McCracken Street, Sherman Blvd., Lakeshore Dr.

ROLL VOTE: Ayes: Warmington, Carter, Davis, Gawron, Larson, Shepherd, and Spataro.

Nays: None

MOTION PASSES

2005-55 NEW BUSINESS:

A. Engineering Services Agreement for City Center Project. CITY MANAGER

SUMMARY OF REQUEST: To approve an amendment to the Engineering Services Agreement with Fleis & Vandenbrink for the City Center Project. The scope of the project has changed significantly and requires an increase.

FINANCIAL IMPACT: Cost increase from \$151,600, to \$232,200.

BUDGET ACTION REQUIRED: The 2005 budget will need to be amended to accommodate this change.

STAFF RECOMMENDATION: To approve the amendment to the engineering agreement.

Motion by Commissioner Spataro, second by commissioner Gawron to approve the amendment to the Engineering Services Agreement for the City Center Project.

ROLL VOTE: Ayes: Carter, Davis, Gawron, Larson, Shepherd, Spataro, and Warmington.

Nays: None

MOTION PASSES

B. Resolution to Submit Urban Land Assembly Loan Application Related to Former Mail Site Redevelopment. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: One of the funding mechanisms that has been identified for the redevelopment of the former Mall site is an Urban Land Assembly (ULA). At this time Staff is requesting authorization to apply for a loan from the Michigan Economic Development Corporation (MEDC) for the amount of \$700,000. This money would be used to purchase the Right of Way's necessary for street construction along with other streetscape improvements.

FINANCIAL IMPACT: Repayment of the loan would consist of \$20,000 per year for the first five years, and \$120,000 per year for the next five years.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the resolution authorizing Staff to submit a Urban Land Assembly Loan application to the Michigan Economic Development Corporation.

Motion by Vice Mayor Larson, second by Commissioner Gawron to approve the resolution authorizing Staff to submit a Urban Land Assembly Loan application to the MEDC.

ROLL VOTE: Ayes: Davis, Gawron, Larson, Shepherd, Spataro, Warmington, and Carter.

Nays: None

MOTION PASSES

C. Tentative Agreement Reached with Muskegon Firefighters Union. ASSISTANT CITY MANAGER

SUMMARY OF REQUEST: Staff recommends approval of the set of tentative agreements reached with the Muskegon Firefighters Union pending ratification by the union membership; and that the Mayor be authorized to sign the bargaining unit contract on behalf of the City.

FINANCIAL IMPACT: The overall financial package includes the following significant economic agreements:

Union Issues

Wages:	<u>2004</u>	<u>2005</u>	<u>2006</u>
	2.00%	2.00%	2.00%

Pension: Effective 1/1/05, the straight life pension multiplier is increased from 2.6% to 2.75%, and continue the maximum initial pension amount of 85% of the member's Final Average Compensation.

City Issues

- Eliminate Assistant Mechanics (with conditions);
- Increase co-pays for generic drugs and brand name drugs (for individuals in the traditional plan and for retirees);
- Increase the premium co-pay to \$20.00 bi weekly;
- Limit retirees insurance coverage to spouse and dependents at the time of retirement;

- Actuarial neutral lump sum annuity withdrawals; and
- Define Contribution for future firefighters (City to contribute 10% and employee, 6% - mandatory) as well as *available* to current employees.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval.

Motion by Commissioner Spataro, second by Commissioner Gawron to approve the tentative agreement reached with the Muskegon Firefighters Union.

ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis.

Nays: None

MOTION PASSES

D. Establishment of Defined Contribution Retirement Plan with MERS. FINANCE

SUMMARY OF REQUEST: To adopt the resolution establishing a defined contribution retirement plan umbrella relationship with MERS. As the DC plan is negotiated with individual bargaining units, additional resolutions specific to each unit will be presented for your consideration.

FINANCIAL IMPACT: The move to defined contribution pension plan will have very significant long-term financial benefits for the city. Annual pension costs will be readily definable as a stable percent of payroll and the notion of "unfunded liability" will be eliminated. Additionally, administrative savings will be significant. Participating employees will also benefit through greater portability of benefits.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approval of the resolution establishing the MERS DC plan and authorizing the Mayor and Clerk to execute the membership agreement and related documents.

Motion by Vice Mayor Larson, second by Commissioner Shepherd to approve the resolution establishing the MERS DC plan and authorizing the Mayor and Clerk to execute the membership agreement and related documents.

ROLL VOTE: Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis, and Gawron.

Nays: None

MOTION PASSES

E. Rejection of Bids: Demolition of the Muskegon Hotel. PUBLIC SAFETY

SUMMARY OF REQUEST: Public Safety staff request that the Commission reject the bids that were solicited for the demolition of the Muskegon Hotel located at 593 West Western Avenue. The bid amounts are provided within the memorandum. Currently, City funding is not available to meet the bids as submitted.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Rejection of the bids.

Motion by Commissioner Spataro, second by Vice Mayor Larson to reject the bids for demolition of the Muskegon Hotel.

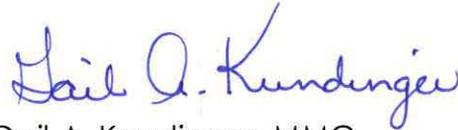
ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson.

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 6:32 p.m.

Respectfully submitted,



Gail A. Kunding, MMC
City Clerk

Date: June 14, 2005
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Fireworks Display – Summer Celebration and Greek Festival

SUMMARY OF REQUEST: Summit Pyrotechnics is requesting approval of fireworks display permits for Muskegon Summer Celebration on July 4th, and 10th; and for the Big Fat Greek Festival on July 30th. They will be set off from the Barge at Heritage Landing. Fire Marshall Metcalf will inspect the fireworks on the day of the events.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of the insurance.

PERMIT
FOR FIREWORKS DISPLAY
Act 358, P.A. 1968

This permit is not transferable. Possession of this permit by the herein named person will authorize him to possess, transport and display fireworks in the amounts, for the purpose, and at the place listed below only.

TYPE OF DISPLAY: PUBLIC DISPLAY () AGRICULTURAL PEST CONTROL

ISSUED TO: Summit Pyrotechnics

NAME Steven R. Franklin

ADDRESS 3500 S. Getty, Muskegon, MI AGE

REPRESENTING Muskegon Summer Celebration

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION

ADDRESS

NUMBER & TYPES OF FIREWORKS:

20 - 12"; 20 - 10"; 70 - 8"; 400 - 6"; 400 - 5";
800 - 4"; and 1500 - 3"

DISPLAY: Heritage Landing - Barge - Muskegon Lake

EXACT LOCATION

Muskegon, MI July 4 & 10, 2005 10:25p.m.

CITY, VILLAGE, TOWNSHIP

DATE

TIME

- Rain Date July 5 & 11, 2005

BOND OR INSURANCE FILED: () YES () NO AMOUNT

ISSUED BY:

Issued by action of the MUSKEGON CITY COMMISSION

(council, commission, board)

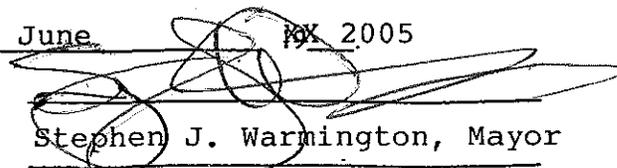
of the CITY

(city, village, township)

of MUSKEGON

(name of city, village, township)

on the 14th day of June, 2005


Stephen J. Warrington, Mayor

(signature & position of council, commission or board representative)

APPLICATION FOR FIREWORKS DISPLAY PERMIT Act 358, P.A. 1968

DATE OF APPLICATION

6-3-05

1. TYPE OF DISPLAY: Public Display Agricultural Pest Control

2. APPLICANT

NAME OF PERSON <i>Steven R. Franklin</i>	ADDRESS <i>3500 S. Getty</i>	AGE: Must be 21 or over
IF A CORPORATION: Name of President <i>For Muskegon Summer Celebration</i>	ADDRESS	

3. PYROTECHNIC OPERATOR

NAME <i>Summit Pyrotechnics</i>	ADDRESS <i>3500 S. Getty</i>	AGE: Must be 21 or over
EXPERIENCE:		
NUMBER OF YEARS <i>16</i>	NUMBER OF DISPLAYS <i>500+</i>	WHERE <i>MI, IL, WI, FL, DC, NH, MA, Minn. S.D. ND, AZ</i>

NAMES OF ASSISTANTS:

NAME	ADDRESS	AGE
NAME	ADDRESS	AGE

4. NON-RESIDENT APPLICANT

NAME	ADDRESS	
Name of Michigan Attorney or Resident Agent	ADDRESS	TELEPHONE NUMBER

5. EXACT LOCATION OF PROPOSED DISPLAY

Barge - Muskegon Lake 800' North of Heritage Landing

DATE <i>July 4th - rain date July 5th</i>	TIME <i>July 10th - rain date July 11th 10:25pm</i>
--	--

6. NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED

20-12"
20-10"
20-8"
400-6"
400-5"
800-4"
1500-3"



MANNER & PLACE OF STORAGE PRIOR TO DISPLAY

A.T.F. approved Storage. Shipped to Show by truck day of event.

(Subject to Approval of Local Fire Authorities)

7. FINANCIAL RESPONSIBILITY

A. AMOUNT OF BOND OR INSURANCE
(to be set by municipality) \$

B. BONDING CORPORATION OF INSURANCE COMPANY: NAME ADDRESS

cc: Major

933 Terrace Street
Muskegon, MI 49440

OFFICE 231-724-6705
FAX 231-724-4178

CITY OF MUSKEGON CLERK'S OFFICE

FAX COVER SHEET

To: Tim McClorey From: Linda Potter

Fax: _____ Pages(including cover) 3

Phone: _____ Date: 6-30-05

Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

Hi,

Please check out the insurance coverage for fireworks displays during the Muskegon Summer Celebration and the Big Fat Greek Festival. These will be at the County Park.

6-30-05
OK per
Tim

Thanks,
Linda

CERTIFICATE OF INSURANCE

ISSUE DATE **June 30, 2005**

PRODUCER
Combined Specialties International, Inc. Insurance
Brokers
 936-B Seventh Street PMB 334
 Novato, CA 94945-3000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Underwriters, Lloyds of London

INSURED
Summit Pyrotechnics
 3500 S. Getty Street
 Muskegon, MI 49444

INSURER B:

INSURER C:

INSURER D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY, IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER AN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 2) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S) ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUNTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED. 3) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE POST DISPLAY OR SPECIAL EFFECT SEARCH REQUIREMENTS OR RECOMMENDATIONS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	pending	6/10/2005	6/10/2006	EACH ACCIDENT	\$1,000,000
					MEDICAL EXP (Any one person)	\$ 5,000
					FIRE LEGAL LIABILITY	\$ 50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OPS AGG	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ANY OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT	\$
					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER \$
					E.L.EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Muskegon Summer Celebration; City of Muskegon, all elected & appointed officials, all employees & volunteers; County of Muskegon and Great Lakes Dock are Additional Insured as respects the July 4 & 10, 2005 (RD: July 5 & 11, 2005 respectively) Fireworks Display at Muskegon Lake, 800' north of Heritage Landing

CERTIFICATE HOLDER
Muskegon Summer Celebration
 587 W. Western Avenue
 Muskegon, MI 49444

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Arleen Callow 2005

APPLICATION

FOR FIREWORKS DISPLAY PERMIT

Act 358, P.A. 1968

DATE OF APPLICATION
6-3-05

1. TYPE OF DISPLAY: Public Display Agricultural Pest Control

2. APPLICANT

NAME OF PERSON <i>Steve Franklin</i>	ADDRESS <i>3500 S. Getty</i>	AGE: Must be 21 or over
IF A CORPORATION: Name of President <i>For Big Fat Greek Festival</i>	ADDRESS	

3. PYROTECHNIC OPERATOR

NAME <i>Summit Pyrotechnics</i>	ADDRESS <i>3500 S. Getty</i>	AGE: Must be 21 or over
EXPERIENCE:		
NUMBER OF YEARS <i>15</i>	NUMBER OF DISPLAYS <i>500+</i>	WHERE <i>MI, IL, WI, FL, DC, N.H. MA. SD. ND. AZ.</i>

NAMES OF ASSISTANTS:

NAME	ADDRESS	AGE
NAME	ADDRESS	AGE

4. NON-RESIDENT APPLICANT

NAME	ADDRESS	
Name of Michigan Attorney or Resident Agent	ADDRESS	TELEPHONE NUMBER

5. EXACT LOCATION OF PROPOSED DISPLAY

Barge - Muskegon Lake 800' North of Heritage Landing

DATE <i>July 30th. rain date July 31st</i>	TIME <i>10:25</i>
---	----------------------

6. NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED

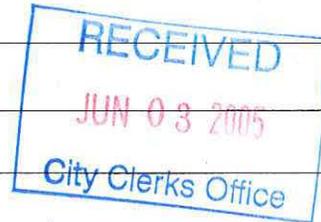
15 - 2.5" cakes

40 - 6" shells

40 - 5" "

200 - 4" "

500 - 3" "



MANNER & PLACE OF STORAGE PRIOR TO DISPLAY

ATF approved Storage Shipped to site by truck

day of Show

(Subject to Approval of Local Fire Authorities)

7. FINANCIAL RESPONSIBILITY

A. AMOUNT OF BOND OR INSURANCE
(to be set by municipality) \$

B. BONDING CORPORATION OF INSURANCE COMPANY: NAME ADDRESS

cc: Major

PERMIT
FOR FIREWORKS DISPLAY
Act 358, P.A. 1968

This permit is not transferable. Possession of this permit by the herein named person will authorize him to possess, transport and display fireworks in the amounts, for the purpose, and at the place listed below only.

TYPE OF DISPLAY: PUBLIC DISPLAY AGRICULTURAL PEST CONTROL

ISSUED TO: Summit Pyrotechnics

NAME Steven R. Franklin

ADDRESS 3500 S. Getty, Muskegon, MI AGE _____

REPRESENTING Big Fat Greek Festival

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION

ADDRESS

NUMBER & TYPES OF FIREWORKS:

15 - 2.5" cakes; 40 - 6" shells; 40 - 5" shells;

200 - 4" shells; and 500 - 3" shells

DISPLAY: Heritage Landing - Barge - Muskegon Lake

EXACT LOCATION

Muskegon, MI

July 30, 2005

10:25 p.m.

CITY, VILLAGE, TOWNSHIP

DATE

TIME

- Raid date July 31, 2005

BOND OR INSURANCE FILED: YES NO AMOUNT _____

ISSUED BY:

Issued by action of the MUSKEGON CITY COMMISSION

(council, commission, board)

of the CITY

(city, village, township)

of MUSKEGON

(name of city, village, township)

on the 14th day of June, ~~2005~~ 2005

Stephen J. Warmington, Mayor

(signature & position of council, commission or board representative)

CERTIFICATE OF INSURANCE

ISSUE DATE June 30, 2005

PRODUCER
 Combined Specialties International, Inc. Insurance
 Brokers
 936-B Seventh Street PMB 334
 Novato, CA 94945-3000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Underwriters, Lloyds of London

INSURED
 Summit Pyrotechnics
 3500 S. Getty Street
 Muskegon, MI 49444

INSURER B:

INSURER C:

INSURER D:

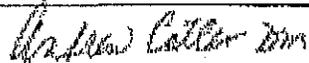
COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY, IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER AN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 2) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S) ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUNTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED, 3) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE POST DISPLAY OR SPECIAL EFFECT SEARCH REQUIREMENTS OR RECOMMENDATIONS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY CLAIMS MADE	pending	6/10/2005	6/10/2006	EACH ACCIDENT \$1,000,000
					MEDICAL EXP (Any one person) \$ 5,000
					FIRE LEGAL LIABILITY \$ 50,000
					GENERAL AGGREGATE \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ANY OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
				BODILY INJURY (Per person) \$	
				BODILY INJURY (Per accident) \$	
				PROPERTY DAMAGE (Per accident) \$	
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT \$
				AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER \$
					E.L EACH ACCIDENT \$
					E.L DISEASE-EA EMPLOYEE \$
					E.L DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Big Fat Greek Festival; City of Muskegon, all elected & appointed officials, all employees & volunteers and County of Muskegon are Additional Insured as respects the July 30, 2005 (RD: July 31, 2005) Fireworks Display at Heritage Landing

CERTIFICATE HOLDER
 Big Fat Greek Festival
 687 W. Western Avenue
 Muskegon, MI 49444

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT'S OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


Date: June 13, 2005
To: Honorable Mayor and City Commissioners
From: City Clerk, Gail Kundinger
RE: Appointment to the Leisure Services Board

SUMMARY OF REQUEST: To appoint Greg Roberts to the Leisure Services Board.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To make the appointments.

COMMITTEE RECOMMENDATION: The Community Relations Committee recommended the appointment at their June 6th meeting.

Appointed
to Lewis Jensen
6/14/05

Date: 6-2-05

**CITY OF MUSKEGON
TALENT BANK APPLICATION**

Please Type or Print. Applications will be kept on file for one year. All applicants subject to a background check.

NAME: Gregory T. Roberts

HOME ADDRESS: 3337 Wilson Ave
(Street, City, State, Zip)

HOME PHONE #: 231-755-6007 WORK PHONE #: N/A

OCCUPATION: retired EMPLOYER: —
(If retired, give former occupation)

EDUCATION: High School - State Training in Fire fighting

PERSONAL & COMMUNITY ACTIVITIES: Church - J.C.'s - Etc.

Why would you be a good member of this committee? What do you bring to the committee ?

Over the years I have worked with our kids in the youth basketball program. I have also served on the Planning Commission and the Charter Committee.

PERSONAL REFERENCES: (Please list the name and phone numbers of three personal references)

- | | |
|-------------------------|---------------------|
| 1. <u>Major Metcalf</u> | <u>231-724-6793</u> |
| (Name) | (Phone Number) |
| 2. <u>Chris Jensen</u> | <u>231-759-8498</u> |
| (Name) | (Phone Number) |
| 3. <u>John Van Wyck</u> | <u>231-753-6151</u> |
| (Name) | (Phone Number) |

PLEASE INDICATE BOARDS/COMMISSIONS/COMMITTEES INTERESTED IN SERVING ON - MARKING #1 AS YOUR FIRST PREFERENCE:

- | | |
|--|--|
| <input type="checkbox"/> Board of Canvassers | <input type="checkbox"/> Housing Code Board of Appeals |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Housing Commission |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Income Tax Board of Review |
| <input type="checkbox"/> Citizen's Police Review Board | <input type="checkbox"/> Land Reutilization Committee |
| <input type="checkbox"/> City Employees Pension Board | <input checked="" type="checkbox"/> Leisure Services Board |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Loan Fund Advisory Committee |
| <input type="checkbox"/> CDBG-Citizen's District Council | <input type="checkbox"/> Local Develop. Finance Authority |
| <input type="checkbox"/> Construction Board of Appeals | <input type="checkbox"/> Local Officer's Compensation Com. |
| <input type="checkbox"/> District Library Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Downtown Development Authority/Brownfield Board | <input type="checkbox"/> Police/Fireman's Pension Board |
| <input type="checkbox"/> Election Commission | <input type="checkbox"/> Public Relations Committee |
| <input type="checkbox"/> Equal Opportunity Committee | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Historic District Commission | |
| <input type="checkbox"/> Hospital Finance Authority | |

Are you willing to serve on other boards/committees not checked off above? YES NO (Circle one)

* Attach Additional Sheets or Resume if Desired.

Return this form to: City Clerk's Office, 933 Terrace St., P. O. Box 536, Muskegon, MI 49443-0536

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: June 1, 2005

RE: Amendment to Muskegon Township Water Agreement

SUMMARY OF REQUEST:

To approve an amendment to the Muskegon Township Water Agreement, to allow the Township to delay installing secondary power at the Harvey Street Reservoir.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the attached amendment.

COMMITTEE RECOMMENDATION:

None.

FIRST AMENDMENT
INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF MUSKEGON AND CHARTER TOWNSHIP OF MUSKEGON

THIS AGREEMENT is effective on this 6th day of June, 2005,
between the CITY OF MUSKEGON, of 933 Terrace Street, Muskegon, Michigan, ("CITY") and
CHARTER TOWNSHIP OF MUSKEGON, of 1990 E. Apple Avenue, Muskegon, Michigan,
("TOWNSHIP").

THIS AGREEMENT amends the agreement between CITY and TOWNSHIP, dated
April 22, 2003.

Background

A. In 2003, CITY sold the Muskegon Township Water System No. 2 to TOWNSHIP.
That sale included an obligation for TOWNSHIP to install separate electric and control panels
and new electric meter at the Harvey Street Reservoir by April 22, 2005.

B. TOWNSHIP desires to delay the installation of the generator, concrete pad and
wiring to the pump station for an additional two years (April 22, 2007).

**Incorporating the above introductory provision and the statement of purpose, the
parties agree:**

1. TOWNSHIP will install the generator, concrete pad and wiring at the Harvey
Street Reservoir no later than April 22, 2007.

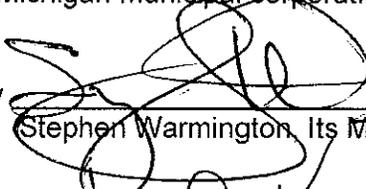
2. TOWNSHIP will install new starters on the existing pumps no later than
November 15, 2005 and warranty the new starters for one (1) year from the time of
installation.

The parties have executed this agreement with the consent and approval of their governing bodies. It is effective on the effective date set forth above.

MUSKEGON CHARTER TOWNSHIP,

By Patrick Jordan
Its Supervisor

CITY OF MUSKEGON,
a Michigan municipal corporation,

By 
Stephen Warmington, Its Mayor
And Gail A. Kunding
Gail A. Kunding, Its Clerk

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: May 27, 2005

RE: Appointment to Veteran's Memorial Park Committee

SUMMARY OF REQUEST:

To appoint a City representative to a committee to oversee budget and maintenance of Veteran's Memorial Park. The committee is made up of a representative from the City of Muskegon, County of Muskegon, City of North Muskegon, and Muskegon Veterans (non-voting). The committee is a provision of the agreement between the three political jurisdictions.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To appoint the City Manager as the City's representative on this committee and appoint the City Manager's designee as the City's alternate representative.

COMMITTEE RECOMMENDATION:

None.

Commission Meeting Date: June 14, 2003

Date: June 7, 2005

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

**RE: Letter of Support from Mayor and Commission for
After-school program (CLEAR)**

SUMMARY OF REQUEST: For the Mayor and City Commission to give a letter of support for an technical assistance grant for after-school programming for the Muskegon Public School System through the National League of Cities

Several studies have revealed the importance of after-school program to future economic development as well as a deterrent to negative activity by youth. National crime data reveals that between the hours of 3 to 6 PM to be when most young people are most likely to commit and become victims of crime. That is also the time when young people are most likely to engage in risky behaviors.

If the Mayor and commission agree to support this grant application the CNS office working with the Muskegon Public schools will prepare the grant application and have it delivered to the National League of Cities by the due date of June 17, 2005.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To supply the CNS office with a letter of support endorse by the Mayor and City Commission.

COMMITTEE RECOMMENDATION: None



TECHNICAL ASSISTANCE APPLICATION COVER SHEET
City Leaders Engaged in Afterschool Reform (CLEAR)

CITY CONTACT INFORMATION

City: _____

Sponsoring Mayor or Councilmember: _____

Mailing Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Lead City Staff Contact: _____

Mailing Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Be sure to complete both sides of this form.

IMPORTANT INFORMATION

Proposals Due: June 17, 2005
Mailing Address: City Leaders Engaged in Afterschool Reform
c/o National League of Cities
Institute for Youth, Education, and Families
1301 Pennsylvania Avenue, NW
Washington, DC 20004-1701

Please include the original application, including the application cover sheet, letters of support, and the 3-page proposal, **PLUS THREE (3) COPIES**. No appendices beyond the required letters of support will be accepted. **Only one application per city will be accepted.**

Date: June 14, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: City – MDNR for:
Phase I of the Bike Trail (Heritage Landing to
McCracken)

SUMMARY OF REQUEST:

To approve the attached contract with MDNR for the construction of Phase I of the Bike trail from Heritage Landing to McCracken St. and authorizing the Mayor and City Clerk to sign the contract and approve the attached resolution.

FINANCIAL IMPACT:

MDNR's participation will be at 28% of the total cost which is estimated at \$1,800,000 but not to exceed \$500,000 of eligible costs as outlined in the agreement. The remainder of the cost will be from local funds and a \$799,000 of federal funds in the form of an enhancement grant. Agreement for the federal grant will be forth coming in the near future.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

That the attached agreement and resolution be approved.

COMMITTEE RECOMMENDATION:



MICHIGAN NATURAL RESOURCES TRUST FUND
DEVELOPMENT PROJECT AGREEMENT

Project Number: TF04-025

Project Title: Muskegon Lakeshore Trail

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **CITY OF MUSKEGON IN THE COUNTY OF MUSKEGON** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 11 of 2005, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **August 31, 2005**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number TF04-025 (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is **June 1, 2005 through May 31, 2007**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through its Office of Grants, Contracts and Customer Systems.
 - a. All reports, documents, or actions required of the GRANTEE shall be submitted to the:
MICHIGAN NATURAL RESOURCES TRUST FUND,
GRANTS, CONTRACTS AND CUSTOMER SYSTEMS
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30425
LANSING MI 48909-7925

b. The GRANTEE'S representative for this project is:

Name: Mohammed Al-Shatel Title: City Engineer

Mailing Address: 933 Terrace, Muskegon, MI 49440

Phone Number: (231) 724-6707 Fax Number: (231) 727-6904

E-mail Address: mohammed.al-shatel@postman.org

c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.

4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).

5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C:

- | | |
|---------------------|--------------------|
| 1. Site Preparation | 7. Shade Structure |
| 2. Asphalt Pathway | 8. Fencing |
| 3. Bridge | 9. Site Amenities |
| 4. Boardwalk | 10. Bollards |
| 5. Fishing Deck | 11. Signage |
| 6. Rip Rap | 12. Landscaping |

6. The DEPARTMENT agrees as follows:

a. To grant to the GRANTEE a sum of money equal to **Twenty-Eight (28%) percent of One Million Eight Hundred Thousand (\$1,800,000.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Five Hundred Thousand (\$500,000.00) dollars**.

b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

- i. Payments will be made on a reimbursement basis at **Twenty-Eight (28%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes

an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.

- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a MNRTF plaque in compliance with Section 7(k) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Million Three Hundred Thousand (\$1,300,000.00) dollars** in local match. This sum represents **Seventy-Two (72%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$25,000

- and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
- iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$1,000 and \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
 - vii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus

obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received a written exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior written approval from the DEPARTMENT of a lease and/or easement for the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated 11/2/88, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or

- control by the GRANTEE except with the written approval and consent of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
 17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
 18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
 19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities hereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

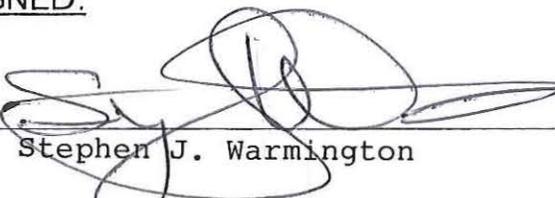
30. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE hereby agrees to bury all new telephone and electrical wiring within the project area.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
36. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and
 - b. The DEPARTMENT has signed the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this date.

Approved by resolution (true copy attached) of the June 14, 2005,
date
Regular meeting of the City Commission.
(special or regular) (name of approving body)

GRANTEE

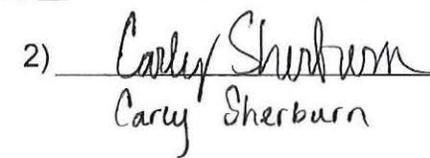
SIGNED:

By 
Stephen J. Warmington
Title: Mayor
City of Muskegon

Date: 6-21-05

Grantee's Federal ID#

WITNESSED BY:

1) 
Linda Potter
2) 
Cary Sherburn

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By _____
Jim Wood
Title: Chief, Grants Contracts and
Customer Systems

Date: _____

WITNESSED BY:

1) _____
2) _____

APPENDIX A
LEGAL DESCRIPTION OF THE PROJECT AREA

APPENDIX B
BOUNDARY MAP OF THE PROJECT AREA

APPENDIX C

RECREATION GRANT APPLICATION TF 04-025

(incorporated herein by reference)

RESOLUTION
(Bike Path Phase I)
2005-52(h)

Upon motion made by Commissioner Carter, seconded by Commissioner Davis, the following Resolution was adopted:

“RESOLVED, that the **City of Muskegon**, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the **City of Muskegon** does hereby specifically agree, but not by way of limitation, as follows:

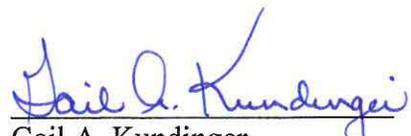
1. To appropriate all funds necessary to complete the project during the project period and to provide **one million three hundred thousand (\$1,300,000)** dollars to match the grant authorized by the DEPARTMENT of which \$799,370 a **federal grant from Transportation Enhancement Fund.**
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: Davis, Gawron, Larson, Shepherd, Spataro, Warmington, and Carter

The following nay votes were recorded: None

STATE OF MICHIGAN)
) ss
COUNTY OF MUSKEGON)

I, **Gail A. Kunding**, Clerk of the **City of Muskegon**, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the **City Commission** at a meeting held 6/14/05.


Gail A. Kunding
City Clerk

6-16-05
Dated:

Memo

To: City Commission City Manager
From: Finance Director
Date: June 6, 2005
Re: Contract for Independent Audit Services

Background

You will recall that the City's contract for audit services with Hoffman, Steensma, Plamondon (HSP) concluded with the December 31, 2003 audit. A one-year extension was agreed to in mid-2004 due to the fact that the City was seeking voter approval to change its fiscal year. It was deemed desirable to ensure audit continuity during the potential fiscal year change.

Ultimately, voters did not approve the fiscal year change and HSP made the business decision in early 2005 to exit the governmental audit business. Another downtown audit firm (Brickley, DeLong) acquired most of the governmental audit contracts and staff from HSP. Brickley DeLong performed the City's December 31, 2004 audit.

Issue

Put simply, the issue at hand is whether to seek competitive proposals at this time for the City's audit. Historically, there have been at least two in-city firms competing for the City's audit work as well as firms from as far away as Grand Rapids and Saginaw.

The City is not required to seek proposals for professional services such as audit services. While there are obvious reasons for doing so (lowest competitive price, etc.), there are sometimes less tangible factors that are more important.

For example, as the only in-city firm capable of doing the City's audit work, Brickley DeLong is a major downtown tenant employing 40+ mostly professional positions. The firm is one of the City's top 50 income tax remitters. At this point in the City's history, staff believes these factors are more important than a competitive price comparison.

Brickley performed very well during the December 31, 2004 audit and clearly has the staff and experience needed for the job. Moreover, staff believes their proposed pricing (2% annual increases) is very competitive particularly considering the City's audit is done during tax preparation season.

Recommendation

Accordingly it is recommended that Brickley, DeLong be selected as the City's independent auditor for the fiscal years ending December 31, 2005, 2006, and 2007.

Please let me know if you have any questions concerning the matters discussed in this memo.

Thank you.

BRICKLEY DELONG
CERTIFIED PUBLIC ACCOUNTANTS

May 23, 2005

Mr. Timothy J. Paul
Director of Finance
City of Muskegon
933 Terrace Street
Muskegon, MI 49443-0536

Dear Mr. Paul:

Thank you for requesting Brickley DeLong, PLC to submit a proposal for audit and other services to the City of Muskegon.

Our proposal is for the audit of the City of Muskegon financial statements for the years ending December 31, 2005, 2006 and 2007. Our fees for the financial statement audit services will not exceed \$34,675, \$35,375 and \$36,075, respectively. If actual time and expenses are less than this amount, we will reduce our fees accordingly. Our fees were determined on the assumption that we will receive cooperation and assistance from your organization to facilitate completion of the engagement and that the City's records will be in an auditable condition.

Our audits will be made in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and *Government Audit Standards* issued by the U.S. Comptroller and will include such tests of accounting data and procedures as we consider necessary under the circumstances.

We are confident that Brickley DeLong, PLC can meet your needs, and we would welcome the opportunity to continue to serve City of Muskegon.

We look forward to hearing from you. If you desire any additional information, please call. Thank you for your time and consideration.

Sincerely,


BRICKLEY DELONG, PLC

Date: 11-23-08

RECEIVED
NOV 29 2008
City Clerks Office

CITY OF MUSKEGON
TALENT BANK APPLICATION

Please Type or Print. Applications will be kept on file for one year. All applicants subject to a background check.

NAME: Ruth Anderson
HOME ADDRESS: 1946 Terrace, Muskegon M.I. 49442
(Street, City, State, Zip)
HOME PHONE #: 231-728-5207 WORK PHONE #: None
OCCUPATION: Retire EMPLOYER: Howmets 30 years
(If retired, give former occupation)
EDUCATION: 12 years some college courses
PERSONAL & COMMUNITY ACTIVITIES: Caregiver to 82 years

Why would you be a good member of this committee? What do you bring to the committee?

Very good, Fresh ideas

PERSONAL REFERENCES: (Please list the name and phone numbers of three personal references)

- 1. ANNE Green 231-744-6118
(Name) (Phone Number)
- 2. Robert Gaines 231-725-9419
(Name) (Phone Number)
- 3. Marcella Price 231-733-9076
(Name) (Phone Number)

PLEASE INDICATE BOARDS/COMMISSIONS/COMMITTEES INTERESTED IN SERVING ON - MARKING #1 AS YOUR FIRST PREFERENCE:

- () Board of Canvassers
- () Board of Review
- () Cemetery Committee
- () Citizen's Police Review Board
- (X) City Employees Pension Board
- () Civil Service Commission
- () CDBG-Citizen's District Council
- () Construction Board of Appeals
- (X) District Library Board
- () Downtown Development Authority/Brownfield Board
- () Election Commission
- () Equal Opportunity Committee
- () Historic District Commission
- () Hospital Finance Authority
- () Housing Code Board of Appeals
- (X) Housing Commission
- () Income Tax Board of Review
- () Land Reutilization Committee
- () Leisure Services Board
- () Loan Fund Advisory Committee
- () Local Develop. Finance Authority
- () Local Officer's Compensation Com.
- () Planning Commission
- () Police/Fireman's Pension Board
- () Public Relations Committee
- () Zoning Board of Appeals

Are you willing to serve on other boards/committees not checked off above? YES NO (Circle one)

* Attach Additional Sheets or Resume if Desired.

Return this form to: City Clerk's Office, 933 Terrace St., P. O. Box 536, Muskegon, MI 49443-0536

Commission Meeting Date: June 14, 2005

Date: June 1, 2005
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Sale of Buildable Vacant Lot at 1259 Marquette

SUMMARY OF REQUEST:

To approve the sale of a vacant buildable lot at 1259 Marquette Street (Parcel #24-611-000-0482-00) to Garry & Earnestine Gaines, 881 Getty Street, Muskegon, MI. The lot is 116.45 x 132 ft. (15,371.40 sq. ft.) and is being offered to Garry & Earnestine Gaines for \$11,000 (\$9,000 for the lot and \$2,000 to the realtor). Garry & Earnestine Gaines will be constructing a two story, 3 bedroom, single family home with an attached garage, which will comply with the City's Policy for Sale of City-Owned Residential Property. The True Cash Value (TCV) for the property listed in the Assessor's office is \$12,000, and our price is set at \$9,000 which is 75% of that amount. The reason that the price is \$11,000 is because this is part of a construction loan. The City will receive \$9,000 for the property per policy. The realtor, at the time of closing, will receive \$2,000. The realtor fees are not paid by the City, but by the purchaser.

FINANCIAL IMPACT:

The sale of this lot for construction of 1 (one) new home will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached resolution and to authorize both the Mayor and the Clerk to sign said resolution and deed.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2005-53(d)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT AT 1259 MARQUETTE STREET IN MARQUETTE NEIGHBORHOOD FOR \$11,000 (\$9,000 FOR THE LOT AND \$2,000 TO THE REALTOR).

WHEREAS, Garry & Earnestine Gaines has placed a \$400 deposit for the parcel designated as parcel number 24-611-000-0482-00, located at 1259 Marquette Street; and

WHEREAS, the price for parcel number 24-611-000-0482-00 is set by the City at \$9,000, which is 75% of the True Cash Value (TCV) listed in the City Assessor's Office; and

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

WHEREAS, the sale is consistent with City policy regarding the disposition of buildable lots.

NOW THEREFORE BE IT RESOLVED, that parcel number 24-611-000-0482-00, located at 1259 Marquette Street be sold to Garry & Earnestine Gaines \$11,000 (\$9,000 for the lot and \$2,000 to the realtor).

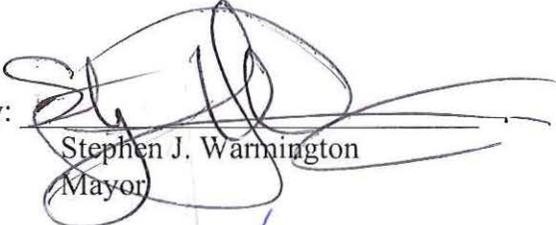
CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 2 LOT 482, ELY 34' LOT 483, & LOT 481 EX W 51.45'

Adopted this 14th day of June 2005.

Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis

Nays: None

Absent: None

By: 

Stephen J. Warmington
Mayor

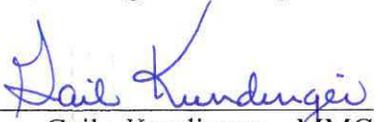
Attest: 

Gail Kunding, MMC
City Clerk

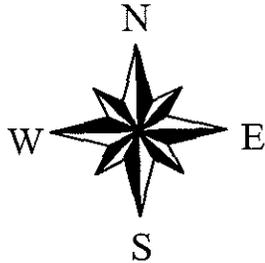
CERTIFICATION
2005-53(d)

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on June 14, 2005.

By:


Gail Kunding, MMC
City Clerk

City-Owned Property to Sell



REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made _____, 2005, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **GARRY & EARNESTINE GAINES**, married, of 881 Getty Street, Muskegon, Michigan 49442 ("Buyer").

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

CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 2, LOT 482, EASTERLY 34 FEET OF LOT 483 AND LOT 481 EXCEPT THE WEST 51.45 FEET (COMMON ADDRESS: 1259 MARQUETTE)

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

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Eleven Thousand and no/100 Dollars (\$11,000.00).

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

4. **Title Insurance.** Seller agrees to deliver to Buyer's attorney, ten (10) days prior to closing, a commitment for title insurance, issued by Land America Transnation Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, Seller shall have forty-five (45) days from the date Seller is notified in writing of such unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Seller.

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the premises one (1) single-family home, up to all codes, within eighteen (18) months of the closing of this transaction. Buyer may only remove those trees necessary for construction of the home and driveway. The home shall be substantially completed within eighteen (18) months and, in

the event said substantial completion has not occurred, or the restriction of this paragraph relating to tree removal is violated, in the sole judgment of the City, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer. Buyer further covenants that the home shall be owner occupied for five (5) years after the closing. The covenants in this paragraph shall survive the closing and run with the land.

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

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

8. **Closing.** The closing date of this sale shall be on or before _____, 200__ ("Closing"). The Closing shall be conducted at Land America Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at the Closing. There will be \$2,000 of the \$11,000 issued to the buyer's realtor. This fee will be considered paid by the buyer.

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

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

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

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

Buyer shall pay for the cost of recording the deed to be delivered at Closing.

13. **General Provisions.**

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

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

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

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

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

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

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

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

The parties have executed this Real Estate Purchase Agreement the day and year first above written.

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS to **GARRY & EARNESTINE GAINES**, married, of 881 Getty Street, Muskegon, Michigan 49442,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 2, LOT 482, EASTERLY 34 FEET OF LOT 483 AND LOT 481 EXCEPT THE WEST 51.45 FEET (COMMON ADDRESS: 1259 MARQUETTE)

for the sum of Eleven Thousand and no/100 Dollars (\$11,000.00)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of one (1) single family home on the premises herein conveyed within eighteen (18) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the home and driveway. "Complete construction" means: (1) issuance of a residential building permit by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwelling described in the said building permit. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor. Provided, further, that Grantee covenants that the parcel described above shall be improved with not more than one (1) single family home, and it shall be owner-occupied for five (5) years after the date of this deed. These covenants and conditions shall run with the land.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this _____ day of _____, 2005.

Signed in the presence of:

Linda Potter
Linda Potter
Cary Sherburn
Cary Sherburn

CITY OF MUSKEGON
By Stephen J. Warmington, Its Mayor
and Gail A. Kunding
Gail A. Kunding, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Signed and sworn to before me in Muskegon County, Michigan, on June 21, 2005, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: John C. Schrier
Parmenter O'Toole
175 W. Apple Avenue/P.O. Box 786
Muskegon, MI 49443-0786
Telephone: 231/722-1621

Linda S. Potter
Linda S. Potter, Notary Public
Acting in the County of Muskegon
Muskegon County, Michigan
My Comm. Expires: 4-25-06

WHEN RECORDED RETURN TO: Grantee

SEND SUBSEQUENT TAX BILLS TO: Grantee

WITNESSES:

Linda Potter
Linda Potter

Cary Sherman
Cary Sherman

[Signature]
Dore Mitchell

SELLER: CITY OF MUSKEGON

By [Signature]
Stephen J. Warmington, Mayor

Gail A. Kunding
Gail A. Kunding, MMC, Clerk

BUYER:

Earnestine Gaines
EARNESTINE GAINES
SS No.: 374-62-7568

Garry Gaines
GARRY GAINES
SS No.: 383-72-5039

Commission Meeting Date: June 14, 2005

Date: May 31, 2005
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Public Hearing - Request to Establish an Obsolete Property District - 790 Terrace

SUMMARY OF REQUEST:

Pursuant to Public Act 146 of the Michigan Public Acts of 2000, Promised Land Associates, 420 Carmen Street, Spring Lake MI 49456, has requested the establishment of an Obsolete Property District. The district would be located at 790 Terrace Street, Muskegon, MI. This project will consist of rehabbing this building into a restaurant/banquet hall. A description of the project is found on the following pages. Total capital investment for this project is \$1,200,000. The project will result in the creation of 40+ new jobs in the City.

FINANCIAL IMPACT:

If an Obsolete Property Certificate is issued, the property taxes would be frozen for the duration of the certificate.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the attached resolution establishing an Obsolete Property District for 790 Terrace Street, Muskegon, MI.

COMMITTEE RECOMMENDATION:

Application for Obsolete Property Rehabilitation Exemption Certificate

Attachment 1

a) General description of the obsolete facility:

Situated on a 13,770 square foot lot with unlit parking, the subject is a 2-story masonry building measuring 90 feet by 42 feet on a full basement with 7,560 square feet of above grade floor-space and 3,780 square feet in the basement level. The original structure is estimated to have been built in the 1880's. Last used as a pizza restaurant (main level), the building has been vacant for over 5 years. Vacant since a fire damaged the interior over 30 years ago, the upper level last housed the 'House of Chan' Chinese restaurant.

b) General description of the proposed use of the rehabilitated facility:

The facility will be used as a restaurant-banquet hall, offering live entertainment and prepared food/beverages for consumption on the premises as well as catered food service to the metro-Muskegon area. Seating capacity for the main-floor restaurant is projected at 132 and seating on the 2nd floor banquet hall is projected to be 300.

c) Description of the general nature and extent of the rehabilitation to be undertaken:

Parking areas will be repaired/resurfaced, and illumination systems installed. An outdoor dining terrace will be added. The existing facility will be expanded to house an elevator and an additional stairway. The building exterior will be modified to provide as much as possible, a virtually maintenance-free and visibly pleasing elevation that will blend with the new look of downtown Muskegon. Interior changes will include modification of the structural, mechanical, and electrical systems required to meet current building code for the proposed use. All three levels (lower, main and upper) will be brought up to the standards necessary to compete favorably in the Muskegon area market.

d) Description of fixed building equipment that will be a part of the rehabilitated facility:

Fixtures and equipment will include necessary items for compliance with codes governing the safe, sanitary, efficient serving of food for public consumption and the delivery of live, on-site entertainment. Installation of food/beverage storage equipment, food preparation, and serving systems for the 432 patrons on-site capacity, as well as additional required equipment for off-site catering services will be accomplished. Passenger and freight elevators, handicap accessible restroom facilities, dumb waiters, fire-suppression systems, kitchen built-ins, sound & video systems, room partitioning systems, etc. are among the additions specified to meet current regulatory and competitive market standards

e) Time schedule for undertaking and completing the rehabilitation of the facility:

Approximate completion time is estimated at 6-8 months from the start date, excluding any unanticipated work stoppages/delays.

f) Statement of economic advantages expected from exemption:

The exemption will facilitate achievement of a minimum rate of return on investment needed as downtown Muskegon gradually builds a reputation and following as a destination. While the site is not contained in either the *Tax-Free Renaissance Zone* or the *Smart Zone*, its strategic location (across the street from both zones) will build economic synergy on the *Smart Zone*'s southern border and the *Renaissance Zone*'s eastern border. As one of the first 'new' downtown additions, this project will stimulate downtown traffic, and provide another opportunity to re-circulate capital within the downtown area. In addition, the ownership and operation of this project will demonstrate a 'worker-owner' concept – one of the first economic models of this nature in the mid-west. Central to this concept is the retention and re-circulation of capital among local businesses.

Attachment A: District Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 10, 11 & 12 EXC SLY 63 FT THEREOF, ALSO
LOT 13 & NLY 12 FT OF NWLY 41 FT OF LOT 14 BLOCK 175

CERTIFICATE
2005-54(a)

This resolution was adopted at a meeting of the City Commission, held on June 14, 2005. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, MMC
Clerk

Commission Meeting Date: June 14, 2005

Date: May 31, 2005
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Public Hearing - Request to issue an Obsolete Property Certificate - 790 Terrace

SUMMARY OF REQUEST:

Pursuant to Public Act 146 of the Michigan Public Acts of 2000, Promised Land Associates, 420 Carmen Street, Spring Lake MI 49456, has requested the issuance of an Obsolete Property Certificate for the property located at 790 Terrace Street Muskegon, MI. Total capital investment for this project is \$1,200,000. The project consists of a restaurant/banquet hall that will also feature live entertainment. This project will result in the creation of 40+ new jobs in the City. Because of these new jobs, and the amount of investment, the applicant is eligible for a 12 year certificate.

FINANCIAL IMPACT:

If an Obsolete Property Certificate is issued, the property taxes would be frozen for the duration of the certificate.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the attached resolution issuing an Obsolete Property Certificate for 790 Terrace Street, Muskegon, MI.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

RESOLUTION NO. 2005-54(b)

A resolution approving the application for an Obsolete Property Rehabilitation Exemption Certificate by Promised Land Associates

The City Commission of the City of Muskegon hereby RESOLVES:

Recitals

- A. The City Commission has received an Application for an Obsolete Property Rehabilitation Exemption Certificate from Promised Land Associates, to apply to the improvements located in an Obsolete Property Rehabilitation District established by previous resolution.
- B. The City of Muskegon is a qualified local governmental unit as determined by STC Bulletin No. 9 of 2000, dated July 12, 2000.
- C. An Obsolete Property Rehabilitation District in which the application property is located was established after hearing on June 14, 2005, being the same date that the district was established.
- D. The taxable value of the property proposed to be exempt, plus the aggregate taxable value of properties already exempted under PA 146 of 2000 and under PA 198 of 1974, does not exceed five percent (5%) of the total taxable value of the City of Muskegon.
- E. In the event it is determined that the said taxable values do exceed five percent (5%), the City Commission determines further that the said exceedence will not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of any affected taxing units.
- F. This resolution of approval is considered by the City Commission on June 14, 2005, after a public hearing as provided in Section 4(2) of PA 146 of 2000. The hearing was held on this date.
- G. The applicant, Promised Land Associates, is not delinquent any taxes related to the facility.
- H. The exemption to be granted by this resolution is for twelve (12) years.
- I. The City Commission finds that the property for which the Obsolete Property Rehabilitation Exemption Certificate is sought is obsolete property within the meaning of Section 2(h) of Public Act 146 of 2000 in that the property, which is commercial, is functionally obsolete. The City has received from the applicant all the items required by Section 9 of the application form, being the general description of the obsolete facility, a general description of the proposed use, a description of the general nature and extent of the rehabilitation to be undertaken, a descriptive list of fixed building equipment that will be part of the rehabilitated facility, a time schedule for undertaking and complete the rehabilitation, and statement of the economic advantages expected from the exemption.
- J. Commencement of the rehabilitation has not occurred before the establishment of the district.
- K. The application relates to a rehabilitation program that when completed will constitute a rehabilitated within the meaning of PA 146 of 2000 and will be situated within the Obsolete Property Rehabilitation District established by the City under PA 146 of 2000.

- L. Completion of the rehabilitated facility is calculated to and will, at the time of the issuance of the Certificate, have the reasonable likelihood to increase commercial activity and create employment; it will revitalize an urban area. The rehabilitation will include improvements aggregating more than ten percent (10%) of the true cash value of the property at the commencement of the rehabilitation.
- M. The City Commission determines that the applicant shall have twelve (12) months to complete the rehabilitation. It shall be completed by June 14, 2006, or one year after the Certificate is issued, whichever occurs later.
- N. That notice pursuant to statute has been timely given to the applicant, the assessor for the City of Muskegon, representatives of the affected taxing units and the general public.

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

- 1. Based upon the statements set forth in, and incorporating the recitals to this resolution, the City Commission hereby approves the application filed by Promised Land Associates, for an Obsolete Property Rehabilitation Exemption Certificate, to be effective for a period of twelve (12) years;
- 2. BE IT FURTHER RESOLVED, that this resolution of approval relates to the property set forth in Attachment A, the legal description containing the facilities to be improved;
- 3. BE IT FURTHER RESOLVED, that, as further condition of this approval, the applicant shall comply with the representations and conditions set forth in the recitals above and in the application material submitted to the City.

This resolution passed.

Ayes: Spataro, Warmington, Carter, Davis, Gawron, Larson, and Shepherd

Nays: None

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, MMC
City Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission held on June 14, 2005. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, MMC
City Clerk

Attachment A:

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 10, 11 & 12 EXC SLY 63 FT THEREOF, ALSO
LOT 13 & NLY 12 FT OF NWLY 41 FT OF LOT 14 BLOCK 175

TO: Honorable Mayor and City Commissioners

FROM: Engineering

DATE: June 14, 2005

RE: Public Hearing
Spreading of the Special Assessment Roll
McCracken, Sherman Blvd. to Lakeshore Dr.

SUMMARY OF REQUEST:

To hold a public hearing on the spreading of the special assessment for **McCracken Street, Sherman Blvd., Lakeshore Dr.**, and to adopt the attached resolution confirming the special assessment roll.

FINANCIAL IMPACT:

A total of \$155,377.46 would be spread against seventy five (75) parcels abutting the project.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the special assessment roll and adopt the attached resolution.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2005-54(c)

Resolution Confirming Special Assessment Roll

For McCracken St., Sherman Blvd. to Lakeshore Dr.

Properties Assessed: See Exhibit A attached to this resolution.

RECITALS:

1. The City Commission determined to create a special assessment district covering the Properties set forth in Exhibit A attached to this resolution on **February 10, 2004**, at the first hearing.
2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district, levying on each property a portion of the cost which has been determined to be appropriate, considering the improvements, the benefit to the assessed properties, and the policies of the City.
3. The City Commission has received final bids for the construction and/or installation of the improvements and determines it to be fair and reasonable.
4. The City Commission has heard all objections to the roll filed before or at the hearing.

THEREFORE, BE IT RESOLVED:

1. That the special assessment roll submitted by the Board of Assessors is hereby approved.
2. That the assessments levied may be made in installments as follows: annual installments over ten (10) years. Any assessment that is paid in installments shall carry interest at the rate of five (5) percent per annum to be paid in addition to the principal payments on the special assessment.

RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL

FOR McCracken St., Sherman Blvd. to Lakeshore Dr.

Continued...

3. The Clerk is directed to endorse the certificate of this confirmation resolution and the Mayor may endorse or attach his warrant bearing the date of this resolution which is the date of confirmation.

This resolution passed.

Ayes: Warmington, Carter, Davis, Gawron, Larson, Shepherd, and Spataro

Nays: None

City of Muskegon

By Gail A. Kunding
Gail A. Kunding, MMC
City Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on **June 14, 2005**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

Further, I hereby certify that the special assessment roll referred to in this resolution was confirmed on this date, being **June 14, 2005**.

City of Muskegon

By Gail A. Kunding
Gail A. Kunding, MMC
City Clerk

EXHIBIT A

McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.

SPECIAL ASSESSMENT DISTRICT

**All properties abutting that section of McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE
DR.**

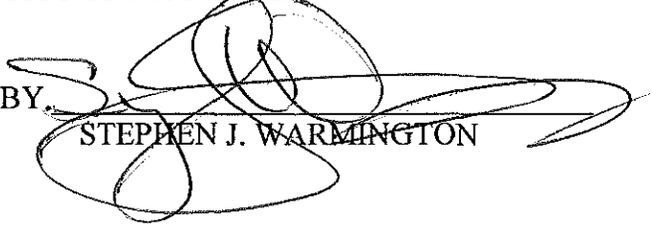
McCracken St., Sherman Blvd. to Lakeshore Dr.

MAYOR'S ENDORSEMENT AND WARRANT

I, STEPHEN J. WARMINGTON, MAYOR OF THE CITY OF MUSKEGON, HEREBY
ENDORSE THE ABOVE CONFIRMATION RESOLUTION AND HEREBY WARRANT TO
THE CITY TREASURER THIS DATE THAT HE SHALL PROCEED TO COLLECT THE
ASSESSMENTS AT THE TIME AND IN THE MANNER SET FORTH ABOVE.

CITY OF MUSKEGON

BY.


STEPHEN J. WARMINGTON

June 3, 2004

OWNERS NAME
OWNERS ADDRESS
OWNERS CITY, OWNERS STATE OWNERS ZIPCODE 3

Property Parcel Number: 24-XXX-XXX-XXXX-XX at PROPERTY ADDRESS

NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT ROLL

Dear Property Owner:

The Muskegon City Commission has previously approved the project described below and will now consider final confirmation of the special assessment roll:

McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.

Public Hearings

A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, JUNE 14, 2005 at 5:30 P.M. You are entitled to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the special assessment. Written appearances or objections must be made at or prior to the hearing.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. ALSO, IF THE SPECIAL ASSESSMENT IS CONFIRMED JUNE 14, 2005 YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL (517-334-6521). HOWEVER, UNLESS YOU PROTEST AT THIS HEARING EITHER IN WRITING OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

Costs

The final projected cost of the street improvement portion of the project is \$975,000.00 of which \$155,377.46 will be paid by special assessment. If the special assessment is confirmed, your property will be assessed \$1565.58 based on 44.54 feet assessable front footage at \$35.15 per assessable foot for the street improvements. In addition, you will be assessed \$0 for driveway approach and/or sidewalk improvements made to your property for a total special assessment cost of \$1565.58 Following are the terms of the special assessment:

Assessment Period: Ten (10) Years
Interest Rate: 5% per year
First Installment: \$156.56 PER YEAR
Due Date: August 15th, 2005

CDBG Approved You Owe \$0.00

The total assessment may be paid in full any time prior to the due date shown above without interest being charged. After this date, interest will be charged at the rate shown above on the outstanding balance. Assessments also may be paid over a ten year period in ten equal principal installments. If you pay your assessment in installments, your annual installment (including interest) will be included as a separate item on your property tax bill each year. Therefore, if you pay your property taxes through a mortgage escrow agent, you should notify them of this change. Early payments may be made at any time and are encouraged.

PLEASE NOTE THAT IF THE ASSESSMENT IS NOT CONFIRMED AT THE PUBLIC HEARING YOU WILL BE NOTIFIED. IF THE ASSESSMENT IS CONFIRMED, THIS LETTER WILL REPRESENT YOUR INITIAL BILLING IF YOU WISH TO PAY IN FULL PRIOR TO THE DUE DATE AND AVOID INTEREST COSTS. OTHERWISE, YOU WILL AUTOMATICALLY BE BILLED ON AN INSTALLMENT BASIS WITH THE FIRST INSTALLMENT SHOWN ON YOUR NEXT PROPERTY TAX BILL

If you have any specific questions about the work done please call the Engineering Department at 231- 724-6707 before the hearing date.

Please refer to the enclosed sheet entitled Special Assessment Payment Options for more information on the payment options and Application for Waiver of Special Assesment for financial assistance .

Sincerely,



Mohammed Al-Shatel, P.E.
City Engineer

Enclosures

Special Assessment Payment Options

Property owners in the City of Muskegon who are being specially assessed for street, sidewalk or other public improvements may pay their assessment in the following ways:

I. Lump Sum Payment in Full

Assessments may be paid in full within sixty (60) days of the confirmation of the special assessment roll *without interest*.

II. Installment Payments

Assessments not paid within the first sixty (60) days may be paid in installments over several years as follows:

Street and Alley Assessments – Ten (10) years equal annual principal payments. For example, if the amount of your assessment is \$850.00, you will be billed \$85.00 per year plus applicable interest as described below.

Driveway, Sidewalk, and Approach Assessments - Ten (10) years equal annual principal payments plus applicable interest as described below.

Interest – Simple interest is charged at the rate of 5.00% per year *unless* the City has borrowed money to complete the project for which you are assessed and has pledged you assessments for repayment of the borrowed money. In such cases, the interest you are charged is equal to the interest rate the City must pay on the borrowed money plus 1.00%.

III. Special Assessment Deferral (Low Income Seniors and Disabled Persons)

To qualify for a special assessment deferral you or your spouse (if jointly owned) must:

- Be 65 years or older or be totally or permanently disabled.
- Have been a Michigan resident for five (5) years or more and have owned and occupied the homestead being assessed for five (5) years or more.
- Be a citizen of the U.S.
- Have a total household income not in excess of \$16,823.00
- Have a special assessment of \$300.00 or more.

Under this program the State of Michigan will pay the entire balance owing of the special assessment, including delinquent, current, and further installments. At the time of payment a lien will be recorded on your property in favor of the State of Michigan. Repayment to the State must be made at the time the property is sold or transferred or after the death of the owner(s). During the time the special assessment is deferred interest is accrued at the rate of 6.00% per year.

IV. Further Information About the Above Programs

Further information about any of the above payment options may be obtained by calling either the **City Assessor's Office at 724-6708** or the **City Treasurer's Office at 724-6720**. Applications may be obtained at the Muskegon County Equalization Office in the Muskegon County building or City of Muskegon Assessor's Office in City Hall.

V. Additional Special Assessment Payment Assistance

Qualified low and moderate income homeowners who are being assessed may be eligible for payment assistance through the City of Muskegon Community Development Block Grant (CDBG) Program. Assistance from this program will be available to the extent that funds are available. To obtain further information and determine whether you are eligible, contact the **Community and Neighborhood Services Department at 724-6717**.

**CITY OF MUSKEGON
STREET H-1561
McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.
CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT**

HOUSEHOLD INFORMATION

Name: _____ Birthdate: _____ Social Security # _____ - _____ - _____
 Spouse: _____ Birthdate: _____ Social Security # _____ - _____ - _____
 Address: _____ Phone: _____ Race: _____
 Parcel # _____ Owner/Spouse Legally Handicapped Or Disabled? () Yes () No

(Please refer to your assessment letter for this information)

Number Living in Household: _____ List information for household members besides owner/spouse here.

Name _____	Birthdate _____	Social Security # _____ - _____ - _____
Name _____	Birthdate _____	Social Security # _____ - _____ - _____
Name _____	Birthdate _____	Social Security # _____ - _____ - _____
Name _____	Birthdate _____	Social Security # _____ - _____ - _____

INCOME INFORMATION

ANNUAL Household Income: \$ _____ **Wage earner:** _____
 (Must include all household income) _____ **Wage earner:** _____
 _____ **Wage earner:** _____
 _____ **Wage earner:** _____
 _____ **Wage earner:** _____
 Total: \$ _____

PROPERTY INFORMATION

Proof Of Ownership: () Deed () Mortgage () Land Contract
Homeowner's Insurance Co: _____ **Expiration Date:** _____
Property Taxes: () Current () Delinquent Year(s) Due _____
 (Property taxes must be current to qualify and will be verified by CDBG staff)

OWNER'S SIGNATURE

Owner's Signature: _____ **Date:** _____
 By signing this application, the applicant verifies he/she **owns and occupies** the dwelling. The Applicant/Owner certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Applicant/Owner's knowledge and belief. The property owner's signature will be required prior to the application being processed. **NO APPLICATION WILL BE ACCEPTED AFTER CONFIRMATION**

FOR OFFICE USE ONLY

APPROVED () DENIED () DATE _____ CENSUS TRACT NO. _____
 SIGNATURE _____ TITLE _____
 COMMENTS/REMARKS _____

****ATTENTION APPLICANT****

Please see reverse side for instructions on providing proof of income, ownership, and property insurance.

**CITY OF MUSKEGON
STREET- H-1561
McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.
REQUEST FOR WAIVER OF SPECIAL ASSESSMENT**

Note: You may receive this application several times – If you have already applied, please discard.

Dear Resident:

The City of Muskegon has selected the street abutting your property for repairs. To assist homeowners, who may have difficulty paying the cost of street repairs, the City offers assessment waivers through the Community Development Block Grant (CDBG) Program for eligible households and families. If you meet the CDBG program qualifications, the City may pay the street assessment for you to the extent that funds are available.

Application Requirements:

- ✓ **Applicants must submit proof that their total household income does not exceed 65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2003, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

2002

65% MEDIAN HOUSEHOLD INCOME CHART	
FAMILY SIZE	INCOME LIMIT
1	\$27,885
2	31,850
3	35,880
4	39,845
5	43,030
6	46,326
7	49,400
8	52,585
For each extra, add	3,185

- ✓ **Applicants must submit proof that they both own and occupy property at the time of application;** Land Contract purchasers must obtain approval of titleholder prior to receiving assistance. Proof of ownership should be a deed, mortgage, or land contract; proof of occupancy can be a copy of a driver's license or other official document showing both your name and address.
- ✓ **Applicants must submit proof of current property insurance.**

Please complete the first four (4) sections of the application on the reverse side of this notice, and return it, along with supporting documentation, to:

**City of Muskegon
Community & Neighborhood Services
933 Terrace Street, 2nd Floor
Muskegon, MI 49440**

For further information, please contact this office by calling 724-6717, weekdays from 8:30 a.m. and 5:00 p.m.

The City reserves the right to verify all application information, and to reject any applications that contain falsified information or insufficient documentation.

**CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
CONFIRMATION OF SPECIAL ASSESSMENT ROLLS**

SPECIAL ASSESSMENT DISTRICTS:

McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.

The location of the special assessment districts and the properties proposed to be assessed are:

All parcels abutting McCracken St. from Sherman Blvd. to Lakeshore Dr.

PLEASE TAKE NOTICE that a hearing to confirm the special assessment rolls will be held at the City of Muskegon Commission Chambers on **June 14, 2004⁵ at 5:30 p.m.**

At the time set for the hearing the City Commission will examine and determine whether to approve the special assessment rolls that have been prepared and submitted for the purpose of said hearing and for examination by those persons to be assessed. The special assessment rolls are on file and may be examined during regular business hours at the City Engineer's office between 8:00 a.m. and 5:00 p.m. on weekdays, except holidays.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING OR DID SO AT THE PREVIOUS HEARING ON THIS SPECIAL ASSESSMENT DISTRICT EITHER IN PERSON OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

You are further notified that at the first hearings the City Commission determined that the special assessment districts should be created, the improvements made, and the assessments levied. The purpose of these hearings is to hear objections to the assessment rolls and to approve, reject, or correct the said rolls

Gail A. Kunding, City Clerk

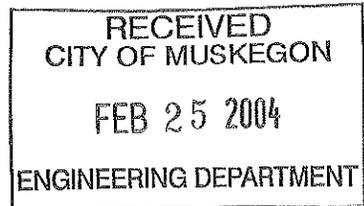
Publish: **JUNE 4, 2005**

ADA POLICY

The City will provide necessary appropriate auxiliary aids and services, for example, signers for the hearing impaired, audiotapes for the visually impaired, etc., for disabled persons who want to attend the meeting, upon twenty-four hours notice to the City. Contact:

Gail A. Kunding, City Clerk
933 Terrace Street, Muskegon, MI 49440
(231) 724-6705 of TDD (231) 724-6773

Acct# 643-60447-5267



CITY OF MUSKEGON

Resolution No. 2004-18(d)

Resolution At First Hearing Creating Special Assessment District
For **McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.**

Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 10, 2004** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **February 10, 2004**, there were 26.37% objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all assessable expenses and determines them to be reasonable.
2. The City Commission has considered the value of the property to be assessed and the value of the benefit to be received by each property proposed to be assessed in the district after the improvements have been made. The City Commission determines that the assessments of costs of the City project will enhance the value of the properties to be assessed in an amount at least equivalent to the assessment and that the improvement thereby constitutes a benefit to the property.

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include the property set forth in Exhibit A attached to this resolution.
2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.

3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Davis and Larson and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon front foot basis.
4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **25.81%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes Shepherd, Spataro, Warmington, Carter, Davis, Gawron, Larson

Nays None

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 10, 2004**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, Clerk

EXHIBIT A

McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.

SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of McCracken St., Sherman Blvd. to Lakeshore Dr.

LOCATION MAP



AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

McCracken St. Sherman Blvd to Lakeshore Dr.

THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 30TH DAY OF JANUARY, 2004.

Gail A. Kunding
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
11th DAY OF February, 2004.

Linda S. Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES 9-25-06

McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.

SPECIAL ASSESSMENT ROLL

PARCEL	@	OWNER	MAILING ADDRESS	PAVING	DR APP / SW	TOTAL
24-779-001-0004-00	2591.0	MCCRACKEN	THORSEN PAUL D/SH 3377 WINNETASKA MUSKEGON MI 49441	\$4,696.74	\$0.00	\$4,696.74
24-779-001-0003-00	2571.0	MCCRACKEN	JIBSON PHILIP L 2571 MCCRACKEN ST MUSKEGON MI 49441	\$1,565.58	\$0.00	\$1,565.58
24-779-001-0002-00	2563.0	MCCRACKEN	NELSON EVELYN 2563 MCCRACKEN ST MUSKEGON MI 49441	\$1,565.58	\$0.00	\$1,565.58
24-779-001-0001-00	2011.0	LETART AVE	HOLDEMAN STEPHEN 2011 LETART AVE MUSKEGON MI 49441-1	\$1,565.58	\$0.00	\$1,565.58
24-205-650-0006-00	2012.0	LETART AVE	HOPKINS JEFFERY L 2012 LETART AVE MUSKEGON MI 49441	\$1,565.58	\$0.00	\$1,565.58
24-205-650-0005-00	2533.0	MCCRACKEN	FERRIS ROGER L 2533 MCCRACKEN ST MUSKEGON MI 49441	\$2,110.41	\$0.00	\$2,110.41
24-205-650-0004-00	2525.0	MCCRACKEN	FISHER STEPHEN D/R 2525 MCCRACKEN ST MUSKEGON MI 49441	\$1,282.98	\$0.00	\$1,282.98
24-205-650-0002-00	2521.0	MCCRACKEN	SANFORD IVAN L/SAN 2521 MCCRACKEN ST MUSKEGON MI 49441	\$2,866.13	\$0.00	\$2,866.13
24-205-650-0001-00	2509.0	MCCRACKEN	COLEGROVE RONALD 2509 MCCRACKEN ST MUSKEGON MI 49441	\$1,565.58	\$0.00	\$1,565.58
24-205-649-0005-00	2493.0	MCCRACKEN	FLICKEMA DAVID A 2493 MCCRACKEN ST MUSKEGON MI 49441	\$3,131.16	\$0.00	\$3,131.16
24-205-649-0003-00	2471.0	MCCRACKEN	BACHELLER GORDON 2471 MCCRACKEN ST MUSKEGON MI 49441	\$3,131.16	\$0.00	\$3,131.16
24-205-649-0002-00	2465.0	MCCRACKEN	THEILE RAY 2465 MCCRACKEN ST MUSKEGON MI 49441	\$1,565.58	\$0.00	\$1,565.58
24-205-649-0001-00	2457.0	MCCRACKEN	MONROE SHARON F 2457 MCCRACKEN ST MUSKEGON MI 49441	\$1,565.58	\$0.00	\$1,565.58
24-205-648-0001-30	2008.0	CUTLER AVE	PERTNER STACEY E 2008 CUTLER AVE MUSKEGON MI 49441	\$1,757.50	\$0.00	\$1,757.50
24-205-648-0001-20	2429.0	MCCRACKEN	CARMICHAEL FOREST 2429 MCCRACKEN ST MUSKEGON MI 49441	\$1,757.50	\$0.00	\$1,757.50
24-205-648-0001-10	2427.0	MCCRACKEN	ANDERSON JON D 2427 MCCRACKEN ST MUSKEGON MI 49441	\$1,757.50	\$0.00	\$1,757.50
24-205-648-0001-00	2409.0	MCCRACKEN	RIPKA VINCENT A 2409 MCCRACKEN ST MUSKEGON MI 49441	\$2,056.28	\$0.00	\$2,056.28
24-205-647-0012-00	2389.0	MCCRACKEN	BUSCH GREGORY S/C 2389 MCCRACKEN ST MUSKEGON MI 49441	\$1,757.50	\$0.00	\$1,757.50

McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.

SPECIAL ASSESSMENT ROLL

PARCEL	@	OWNER	MAILING ADDRESS	PAVING	DR APP / SW	TOTAL
24-205-647-0001-10	2365.0	MCCRACKEN	ROBERTSON KURT A 2365 MCCRACKEN ST MUSKEGON MI 49441	\$4,267.21	\$0.00	\$4,267.21
24-205-647-0001-00	2355.0	MCCRACKEN	COMEAU FRANCIS A 2355 MCCRACKEN ST MUSKEGON MI 49441	\$2,520.26	\$0.00	\$2,520.26
24-205-646-0019-00	2331.0	MCCRACKEN	VANDENBOSCH DAVI 2331 MCCRACKEN ST MUSKEGON MI 49441	\$1,776.48	\$0.00	\$1,776.48
24-205-646-0001-20	2321.0	MCCRACKEN	NEWMYER INVESTME PO BOX 275 MUSKEGON MI 49443	\$3,532.58	\$0.00	\$3,532.58
24-205-646-0001-10	2311.0	MCCRACKEN	GROOMS REMONE T/ 2311 MCCRACKEN ST MUSKEGON MI 49441	\$1,581.75	\$0.00	\$1,581.75
24-205-644-0010-00	2287.0	MCCRACKEN	BURLINGAME DAVID C 2287 MCCRACKEN ST MUSKEGON MI 49441	\$1,581.75	\$0.00	\$1,581.75
24-205-644-0001-10	2271.0	MCCRACKEN	WAKEFIELD SAMUEL 50 LAKESHORE BLVD MUSKEGON MI 49444	\$3,532.58	\$0.00	\$3,532.58
24-205-644-0001-00	2265.0	MCCRACKEN	VANDENBERG TRAVIS 2265 MCCRACKEN ST MUSKEGON MI 49441	\$1,581.75	\$0.00	\$1,581.75
24-205-643-0023-10	2239.0	MCCRACKEN	CURCIO PAMELA A PO BOX 222 NUNICA MI 49448	\$1,581.75	\$0.00	\$1,581.75
24-205-643-0001-10	2223.0	MCCRACKEN	JOLMAN DAN/JULIE 2075 MINER AVE MUSKEGON MI 49441	\$3,532.58	\$0.00	\$3,532.58
24-205-643-0001-00	2075.0	MINER AVE	JOLMAN DANIEL J/JUL 2075 MINER AVE MUSKEGON MI 49441	\$1,581.75	\$0.00	\$1,581.75
24-205-642-0019-10	2191.0	MCCRACKEN	MEDENDORP ERIN PO BOX 0298 MUSKEGON MI 49443-0	\$1,581.75	\$0.00	\$1,581.75
24-205-642-0001-10	2175.0	MCCRACKEN	WAKEFIELD SAMUEL 50 LAKESHORE BLVD MUSKEGON MI 49444	\$3,532.58	\$0.00	\$3,532.58
24-205-642-0001-00	2169.0	MCCRACKEN	KRUZEL ALLISON J 2169 MCCRACKEN ST MUSKEGON MI 49441	\$1,581.75	\$0.00	\$1,581.75
24-205-641-0001-40	2137.0	MCCRACKEN	LAKESIDE M & G DEV PO BOX 298 MUSKEGON MI 49443-0	\$1,581.75	\$0.00	\$1,581.75
24-205-641-0001-30	2123.0	MCCRACKEN	LAKESIDE M & G DEV PO BOX 298 MUSKEGON MI 49443-0	\$2,952.60	\$0.00	\$2,952.60
24-205-641-0001-00	2111.0	MCCRACKEN	LAKESIDE M & G DEV PO BOX 298 MUSKEGON MI 49443-0	\$1,581.75	\$0.00	\$1,581.75
24-645-000-0005-00	1996.0	SHERMAN BLV	HOLDEMAN STEPHEN 2011 LETART AVE MUSKEGON MI 49441-1	\$2,987.75	\$0.00	\$2,987.75

McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.

SPECIAL ASSESSMENT ROLL

PARCEL	@	OWNER	MAILING ADDRESS	PAVING	DR APP / SW	TOTAL
24-645-000-0003-00	2572.0	MCCRACKEN	2572 MCCRACKEN LL 6151 RIDGEVIEW DR MUSKEGON MI 49441	\$3,606.39	\$0.00	\$3,606.39
24-645-000-0002-00	2564.0	MCCRACKEN	HARRIS MARGARET M 2564 MCCRACKEN ST MUSKEGON MI 49441	\$1,406.00	\$0.00	\$1,406.00
24-645-000-0001-00	2556.0	MCCRACKEN	VANDENBERG TROY/J 2556 MCCRACKEN ST MUSKEGON MI 49441	\$1,406.00	\$0.00	\$1,406.00
24-210-001-0001-00	2538.0	MCCRACKEN	BERDINSKI APRIL 2538 MCCRACKEN ST MUSKEGON MI 49441	\$1,441.15	\$0.00	\$1,441.15
24-210-001-0002-00	2534.0	MCCRACKEN	ADAMS MARTHA J 2534 MCCRACKEN ST MUSKEGON MI 49441	\$1,476.30	\$0.00	\$1,476.30
24-210-001-0003-00	2530.0	MCCRACKEN	MURPHY JOHN III/SUS 4811 KESLING CT SAN DIEGO CA 92117	\$1,265.40	\$0.00	\$1,265.40
24-210-001-0004-00	2524.0	MCCRACKEN	DTS INVESTMENTS LL 2711 WHITEHALL RD MUSKEGON MI 49445	\$1,406.00	\$0.00	\$1,406.00
24-210-001-0005-00	2518.0	MCCRACKEN	MITCHELL ROSALEE/C 2518 MCCRACKEN ST MUSKEGON MI 49441	\$2,544.86	\$0.00	\$2,544.86
24-210-001-0007-00	1989.0	PHILO AVE	O BRIEN AMANDA 1989 PHILO AVE MUSKEGON MI 49441	\$1,272.43	\$0.00	\$1,272.43
24-210-002-0001-00	1988.0	PHILO AVE	HOWARD DEAN H/SHA 1988 PHILO AVE MUSKEGON MI 49441	\$1,476.30	\$0.00	\$1,476.30
24-210-002-0002-00	2488.0	MCCRACKEN	CHARLES JASON G 2488 MCCRACKEN ST MUSKEGON MI 49441	\$1,757.50	\$0.00	\$1,757.50
24-210-002-0003-00	2480.0	MCCRACKEN	WILLIAMSON DORIS A 2480 MCCRACKEN ST MUSKEGON MI 49441	\$1,581.75	\$0.00	\$1,581.75
24-210-002-0004-00	2472.0	MCCRACKEN	ARMSTRONG TODD M 2472 MCCRACKEN ST MUSKEGON MI 49441	\$2,481.59	\$0.00	\$2,481.59
24-210-002-0006-00	2458.0	MCCRACKEN	MOLER SAM 2458 MCCRACKEN ST MUSKEGON MI 49441	\$2,109.00	\$0.00	\$2,109.00
24-210-003-0001-00	2442.0	MCCRACKEN	EISTEDT KENT S 2442 MCCRACKEN ST MUSKEGON MI 49441	\$1,884.04	\$0.00	\$1,884.04
24-210-003-0002-00	2434.0	MCCRACKEN	CROUCH SCOTT 2434 MCCRACKEN ST MUSKEGON MI 49441	\$1,757.50	\$0.00	\$1,757.50
24-210-003-0003-00	2428.0	MCCRACKEN	SMITH ERIC M/JULIA I 2428 MCCRACKEN ST MUSKEGON MI 49441	\$2,636.25	\$0.00	\$2,636.25
24-210-003-0005-00	2412.0	MCCRACKEN	FRONCEK TIMOTHY A 2412 MCCRACKEN ST MUSKEGON MI 49441	\$1,564.18	\$0.00	\$1,564.18

McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.

SPECIAL ASSESSMENT ROLL

PARCEL	@	OWNER	MAILING ADDRESS	PAVING	DR APP / SW	TOTAL
24-395-002-0001-00	2392.0	MCCRACKEN	SMITH ALLEN S 2392 MCCRACKEN ST MUSKEGON MI 49441	\$1,757.50	\$0.00	\$1,757.50
24-395-002-0002-00	2382.0	MCCRACKEN	BARNES JUSTIN C 2382 MCCRACKEN ST MUSKEGON MI 49441	\$1,757.50	\$0.00	\$1,757.50
24-395-002-0003-00	2374.0	MCCRACKEN	VARGAS LONNIE L 2374 MCCRACKEN ST MUSKEGON MI 49441	\$1,757.50	\$0.00	\$1,757.50
24-395-002-0004-00	2360.0	MCCRACKEN	FLICKEMA DONNA H 2360 MCCRACKEN ST MUSKEGON MI 49441	\$2,987.75	\$0.00	\$2,987.75
24-035-400-0001-01	2319.0	GREENWOOD	KURDZIEL PAUL A/RE 2319 GREENWOOD S MUSKEGON MI 49441	\$2,939.59	\$0.00	\$2,939.59
24-205-620-0001-10	2326.0	GREENWOOD	WHITE WALTER 2326 GREENWOOD S MUSKEGON MI 49441	\$186.30	\$0.00	\$186.30
24-205-620-0001-00	2320.0	MCCRACKEN	DYKSTRA RITA J/ROW 2320 MCCRACKEN ST MUSKEGON MI 49441	\$3,731.17	\$0.00	\$3,731.17
24-205-640-0007-00	2003.0	HARDING AVE	CROSS LON L ET AL 2003 HARDING AVE MUSKEGON MI 49441	\$1,704.78	\$0.00	\$1,704.78
24-205-639-0008-10	2006.0	HARDING AVE	MOORE LORI L/ARTHU 2006 HARDING AVE MUSKEGON MI 49441	\$1,159.95	\$0.00	\$1,159.95
24-205-639-0008-00	2272.0	MCCRACKEN	KOWALSKI ROSEMAR 2101 MOON ST MUSKEGON MI 49441	\$2,319.90	\$0.00	\$2,319.90
24-205-639-0007-10	2264.0	MCCRACKEN	VINTON DENNIS E PO BOX 303 MUSKEGON MI 49443-0	\$2,319.90	\$0.00	\$2,319.90
24-205-639-0007-00	2025.0	MORTON AVE	SHERWOOD JAMES R 2025 MORTON AVE MUSKEGON MI 49441	\$1,159.95	\$0.00	\$1,159.95
24-205-638-0009-00	2026.0	MORTON AVE	JOHNSON JOHN O/CO 2026 MORTON AVE MUSKEGON MI 49441	\$1,159.95	\$0.00	\$1,159.95
24-205-638-0008-00	2226.0	MCCRACKEN	DEERY RICHARD J 3925 HARBOR POINT MUSKEGON MI 49441	\$2,319.90	\$0.00	\$2,319.90
24-205-638-0006-00	2218.0	MCCRACKEN	SSKI PROPERTIES LL 3000 COUNTRY CLUB MUSKEGON MI 49441	\$1,757.50	\$545.58	\$2,303.08
24-205-638-0007-00	2204.0	MCCRACKEN	DUDGEON LEE J/JANE 1498 HIGH ST MUSKEGON MI 49441	\$1,441.15	\$0.00	\$1,441.15
24-205-637-0008-00	2200.0	MCCRACKEN	ALCORN JOHNNY L/M 2200 MCCRACKEN ST MUSKEGON MI 49441	\$2,319.90	\$0.00	\$2,319.90
24-205-637-0007-00	2164.0	MCCRACKEN	FGA LLC 3404 FULTON AVE MUSKEGON MI 49441	\$2,319.90	\$0.00	\$2,319.90

McCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.

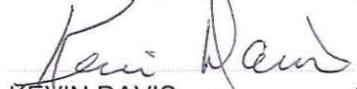
SPECIAL ASSESSMENT ROLL

PARCEL	@	OWNER	MAILING ADDRESS	PAVING	DR APP / SW	TOTAL
24-205-636-0009-00	2140.0	MCCRACKEN	ANDERSON MARK D/K 2140 MCCRACKEN ST MUSKEGON MI 49441	\$2,319.90	\$0.00	\$2,319.90
24-205-636-0008-00	2100.0	MCCRACKEN	LEITGEB ANTHONY J 1015 CAMELOT DR MUSKEGON MI 49445	\$2,029.91	\$0.00	\$2,029.91
24-205-636-0007-00	2085.0	LAKESHORE D	BVF PROPERTIES LLC 3276 BOLTWOOD DR MUSKEGON MI 49441	\$2,175.08	\$0.00	\$2,175.08
TOTALS				\$154,831.88	\$545.58	\$155,377.46

PLEASE NOTE: PARCELS SHOWING \$0.00 IN THE TOTAL COLUMN ARE EXEMPT

BOARD OF ASSESSORS

 6/24/05
 CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATION DATE

 21 June 05
 KEVIN DAVIS CITY COMMISSIONER DATE

 June 22 of 05
 BILL LARSON CITY COMMISSIONER DATE

6/14/05

LAKESHORE CARPET ONE®

2591 McCracken • Muskegon, Michigan 49441
Phone (231) 755-6978 • Fax (231) 755-7330

CITY OF MUSKEGON

I DISAPPROVE OF YOUR SPACIAL
ASSESSMENT OF MCCRACKEN ST.

Paul Prosen

RECEIVED
CITY OF MUSKEGON
JUN 14 2005
ENGINEERING DEPARTMENT

727-6904

FAKED to MOHAMMED AL-SHATEL (CITY ENGINEER)

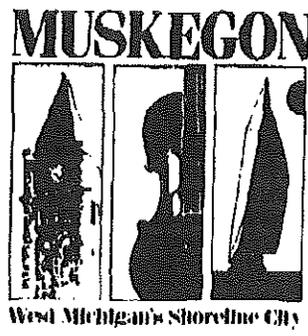
11:00 AM 6/14/05

Affirmative Action
(231)724-6703
FAX: (231)722-1214

Assault/F. (Qualification)
(231)724-6706
FAX: (231)726-5161

Cemetery Department
(231)724-6781
FAX: (231)726-5617

City Manager
(231)724-6724
FAX: (231)722-1214



June 3, 2004

Civil Service
(231)724-6716
FAX: (231)724-4105

Clerk
(231)724-6708
FAX: (231)724-4178

Community and Neigh. Services
(231)724-6717
FAX: (231)726-2501

THORSEN PAUL D/SHEILA P
3377 WINNETASKA
MUSKEGON, MI 49441

Property Parcel Number: 24-779-001-0004-00 at 2591.0 MCCRACKEN ST

NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT ROLL

Dear Property Owner:

The Muskegon City Commission has previously approved the project described below and will now consider final confirmation of the special assessment roll:

MCCRACKEN ST., SHERMAN BLVD. TO LAKESHORE DR.

Public Hearings

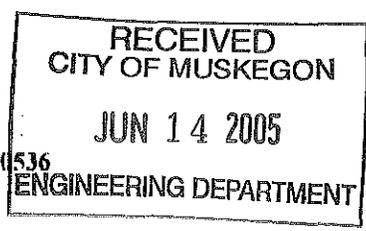
A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, JUNE 14, 2005 at 5:30 P.M. You are entitled to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the special assessment. Written appearances or objections must be made at or prior to the hearing.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. ALSO, IF THE SPECIAL ASSESSMENT IS CONFIRMED JUNE 14, 2005 YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL (517-334-6521). HOWEVER, UNLESS YOU PROTEST AT THIS HEARING EITHER IN WRITING OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

Costs

The final projected cost of the street improvement portion of the project is \$975,000.00 of which \$155,377.46 will be paid by special assessment. If the special assessment is confirmed, your property will be assessed \$4696.74 based on 133.62 feet assessable front footage at \$35.15 per assessable foot for the street improvements. In addition, you will be assessed \$0 for driveway approach and/or sidewalk improvements made to your property for a total special assessment cost of \$4696.74 Following are the terms of the special assessment:

Assessment Period: Ten (10) Years
Interest Rate: 5% per year
First Installment: \$469.87 PER YEAR
Due Date: August 15th, 2005



City of Muskegon, 933 Terrace Street, P.O. Box 536, Muskegon, MI 49443-0536
www.shorelinecity.com

Planning/Zoning
(231)724-6702
FAX: (231)724-6790

Police Department
(231)724-6750
FAX: (231)722-8140

Public Works Dept.
(231)724-4100
FAX: (231)722-4188

Treasurer's Office
(231)724-6720
FAX: (231)724-6760

Water Billing Dept.
(231)724-6700
FAX: (231)724-6700

Water Filtration
(231)724-4100
FAX: (231)755-8200



S. E. Holdeman
2011 Letart Ave.
Muskegon, MI 49441-1454

June 14, 2005

City of Muskegon
Muskegon, Michigan 49443

Notice of intent to protest Special Assessment roll relating to pavement
McCracken Street, Sherman Blvd to Lakeshore Drive.

This as it affects 1996 Sherman Blvd, 49441
owned by the writer.

Property owner: Stephen E. Holdeman

A handwritten signature in black ink that reads "S. E. Holdeman". The signature is written in a cursive, flowing style.



S. E. Holdeman
2011 Letart Ave
Muskegon, MI 49441

June 14, 2005

City of Muskegon
Muskegon, Michigan 49443

Notice of intent to Protest Special Assessment Roll
relating to McCracken Street to Sherman Blvd to Lakeshore
Drive.

This as it affects 2011 Letart Ave., Muskegon, Mi 49441

This protest to be taken to the Michigan Tax Tribunal.

Property owner Stephen E. Holdeman

A handwritten signature in cursive script that reads "Stephen E. Holdeman".

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners
FROM: Bryon L. Mazade, City Manager
DATE: June 1, 2005
RE: Engineering Services Agreement for City Center Project

SUMMARY OF REQUEST:

To approve an amendment to the Engineering Services Agreement with Fleis & Vandenbrink for the City Center Project. The scope of the project has changed significantly and requires an increase.

FINANCIAL IMPACT:

Cost increase from \$151,600 to \$232,200.

BUDGET ACTION REQUIRED:

The 2005 budget will need to be amended to accommodate this change.

STAFF RECOMMENDATION:

To approve the attached amendment to the engineering agreement.

COMMITTEE RECOMMENDATION:

None.

6-19-05

AGREEMENT

THIS AGREEMENT, by and between the City of Muskegon, referred to as CLIENT, and Fleis & VandenBrink Engineering, Inc., of 2960 Lucerne Drive, SE, Grand Rapids, Michigan 49546, referred to as ENGINEER. The City of Muskegon has entered into an Agreement for Engineering Services with Fleis & VandenBrink Engineering, Inc. (herein referred to as Downtown Redevelopment Agreement) on street, utility design, streetscape and snowmelt system project under the assumption that various governmental funds will be used to finance the project.

WITNESSETH:

Whereas, it is understood by both parties the CLIENT intends to obtain grant and loan funds to pay for the project; and

Whereas, the CLIENT has requested the ENGINEER to defer billing for the services until the grant funds are authorized or approved; and

Whereas, the CLIENT has requested change to the original Scope of Services and has added work to the project as described below and further described in Exhibit "A"; and

Whereas, the CLIENT has requested the ENGINEER to change Western Avenue to a boulevard cross section, add a round-about at Third Street, and realign Third Street to accommodate the round-about and the requested additional design services is estimated at \$37,900; and

Whereas, the CLIENT has requested the ENGINEER to add Landscape Architectural Services to the contract estimated at \$45,000; and

Whereas, the CLIENT has requested the ENGINEER to add the design of the Snow Melt System tubing to the contract estimated at \$80,700; and

Whereas the total design services contract including the original design is now authorized up to \$232,100; and

Whereas, the engineering fees for the construction phase services will need to be adjusted to reflect the final scope of work. The authorization for construction phase services will be provided separately.

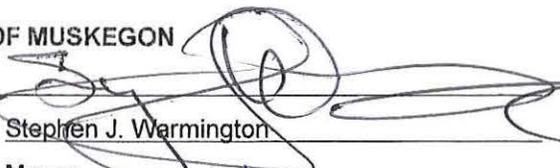
Therefore, it is hereby resolved that:

1. The payment by CLIENT for the costs of the services incurred by the ENGINEER shall not be contingent upon the successful completion of obtaining funding and grants, the commitment for funding of any type, the approval of the project by the Commission or any other event, action or condition, and shall be paid whether the project is terminated, suspended or otherwise altered in any manner, and it shall be a general obligation of the CLIENT.
2. ENGINEER acknowledges that invoicing of the design services will be deferred until approval of the Grant and/or Loan agency is completed, but not later than July 1, 2005, whichever is sooner.
3. ENGINEER is willing to carry the engineering services cost through July 1, 2005.
4. CLIENT can choose to negotiate a lump sum design fee contract based on engineering fees expended-to-date plus any fees to finish the design at the time of invoicing. If CLIENT does not choose to negotiate a lump sum fee, ENGINEER can bill all fees and costs expended on an hourly rate basis plus expenses with a not-to-exceed fee of \$232,100.
5. CLIENT will pay interest on all outstanding invoices beginning July 1, 2005 and any work completed to date through July 1, 2005. Interest rate shall be 7% per annum. If any payment under this contract is not paid when due, CLIENT agrees to pay all cost of collection including reasonable attorney fees through appellate levels, whether or not a lawsuit is commenced as part of the collection process.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

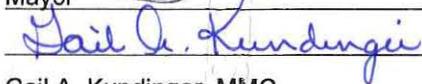
CITY OF MUSKEGON

By:


Stephen J. Warmington

Title: Mayor

By:


Gail A. Kunding, MMC

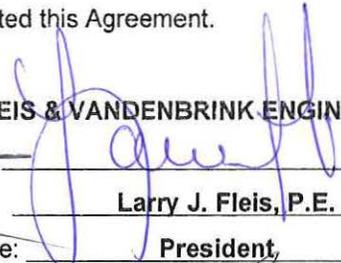
Title: City Clerk

Date Signed:

6-16-05

FLEIS & VANDENBRINK ENGINEERING, INC.

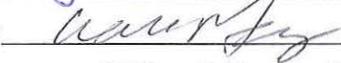
By:


Larry J. Fleis, P.E.

Title:

President

By:


William P. Frazier, P.E.

Title:

Project Manager

Date Signed:

4/28/05

EXHIBIT "A"
SCOPE OF SERVICE CHANGES

The Engineering Scope of Services is hereby changed as follows:

1. To include the design of a round-about at Third and Western. This work will include topographical survey along Third Street, Third Street realignment and right-of-way description for Third Street, as well as staging of plans for the project to be constructed in phases. This also includes changing Western to be redesigned as a boulevard.
2. Landscape Architecture and Streetscape Services will be provided for Western Avenue and the round-about at Third Street and Western Avenue. Services will include Streetscape per the rendering of Western Avenue prepared by Fleis & VandenBrink Engineering, Inc. Irrigation design will be provided for Western Avenue and the round-about.
3. Snowmelt tubing system will be designed per the preliminary report for the following; Western Avenue (Terrace to Third Street), Third Street for realigned area, Jefferson (from Morris Avenue to Clay), Market (from Morris Avenue to Clay), First Street (from Morris Avenue to Clay) and Second Street (from Morris Avenue to Clay). Snowmelt system will be phased for First Street, Second Street, Market, Jefferson and Third Street beyond realigned area. Scope does not include design of boiler systems or building to house the boiler system.
4. Additional construction phase engineering services, if completed concurrently, are estimated as follows:
 - a. Modify to boulevard section and delete side street – no change is anticipated based on no change in contract time.
 - b. Landscape and Streetscape – estimated at 4% of landscape related items.
 - c. Snowmelt Piping – Estimated at 5% of snowmelt piping related items.

Commission Meeting Date: June 14, 2005

Date: June 7, 2005
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *UBC*
RE: Resolution to submit Urban Land Assembly Loan application related to former Mall Site redevelopment

SUMMARY OF REQUEST:

One of the funding mechanisms that has been identified for the redevelopment of the former Mall site is an Urban Land Assembly (ULA). At this time Staff is requesting authorization to apply for a loan from the Michigan Economic Development Corporation (MEDC) for the amount of \$700,000. This money would be used to purchase the Right Of Way's necessary for street construction along with other streetscape improvements.

FINANCIAL IMPACT:

Repayment of the loan would consist of \$20,000 per year for the first five years, and \$120,000 per year for the next five years.

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION:

Approval of the attached resolution authorizing Staff to submit a ULA Loan application to the MEDC.

COMMITTEE RECOMMENDATION:

Resolution No. 2005-55(b)

MUSKEGON CITY COMMISSION

RESOLUTION TO APPLY FOR URBAN LAND ASSEMBLY LOAN THROUGH THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, The City of Muskegon is actively pursuing the redevelopment of the site formerly known as the Muskegon Mall.

WHEREAS, funding for the redevelopment require the pursuit of grant and loan funding through various economic development agencies such as Community Development Block Grant (CDBG) and the Michigan Economic Development Corporation (MEDC).

WHEREAS, the receipt of new Urban Land Assembly (ULA) revolving loans through the Michigan Economic Development Corporation for the purpose of land assembly and site redevelopment, at said former mall site, are required to bring the project to realization.

WHEREAS, the loan request entails new loans approximating \$700,000.

NOW THEREFORE BE IT RESOLVED that the City of Muskegon hereby makes application to the Michigan Economic Development Corporation for a new Urban Land Assembly (ULA) revolving loan, for the purpose of land assembly and redevelopment at the former mall site.

Adopted this June 14, 2005.

Ayes: Davis, Gawron, Larson, Shepherd, Spataro, Warmington, and Carter

Nays: None

CITY OF MUSKEGON

By


Stephen J. Warmington, Mayor

Attest


Gail A. Kunding, Clerk

2005-55(b)
CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission held on June 14, 2005. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON
By Gail A. Kundinger
Gail A Kundinger, MMC

AGENDA ITEM # _____

TO: Mayor and City Commissioners
FROM: Lee J. Slaughter, Assistant City Manager
DATE: June 8, 2005
RE: Tentative Agreement Reached with Muskegon Firefighters Union

SUMMARY:

Staff recommends approval of the set of tentative agreements reached with the Muskegon Firefighters Union pending ratification by the union membership; and that the Mayor be authorized to sign the bargaining unit contract on behalf of the city.

FINANCIAL IMPACT:

The overall financial package includes the following significant economic agreements:

Union Issues

Wages:	<u>2004</u>	<u>2005</u>	<u>2006</u>
	2.00%	2.00%	2.50%

Pension: Effective 1/1/05, the straight life pension multiplier is increased from 2.6% to 2.75% , and continue the maximum initial pension amount of 85% of the member's Final Average Compensation.

City Issues

- Eliminate Assistant Mechanics (with conditions);
- Increase co-pays for generic drugs and brand name drugs (for individuals in the traditional plan and for retirees);
- Increase the premium co-pay to \$20.00 bi-weekly;
- Limit retirees insurance coverage to spouse and dependents at the time of retirement;
- Actuarial neutral lump sum annuity withdrawals; and
- Define Contribution for future firefighters (City to contribute 10% and employee, 6%- mandatory) as well as *available* to current employees.

The financial value of insurance changes are long term and can not be stated at this time.

BUDGET CHANGE:

None

STAFF RECOMMENDATION:

Staff recommends approval.

Date: June 14, 2005

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Establishment of Defined Contribution Retirement Plan with MERS

SUMMARY OF REQUEST: To adopt the attached resolution establishing a defined contribution retirement plan umbrella relationship with MERS. As the DC plan is negotiated with individual bargaining units, additional resolutions specific to each unit will be presented for your consideration.

FINANCIAL IMPACT: The move to defined contribution pension plan will have very significant long-term financial benefits for the city. Annual pension costs will be readily definable as a stable percent of payroll and the notion of "unfunded liability" will be eliminated. Additionally, administrative savings will be significant. Participating employees will also benefit through greater portability of benefits.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approval of the attached resolution establishing the MERS DC plan and authorizing the Mayor and Clerk to execute the membership agreement and related documents.

COMMITTEE RECOMMENDATION: None

RESOLUTION # 2005-55(d)

RESOLUTION TO ADOPT DEFINED CONTRIBUTION PLAN

WHEREAS, it has been discussed that a defined contribution plan should be adopted for various groups of employees in lieu of continuing the Defined Benefit Plan for newly hired employees; and,

WHEREAS, it has further been discussed that current participants in the City's Defined Benefit Plan should be given an opportunity to convert the value of their benefit in the Defined Benefit Plan and transfer the lump sum value to the defined contribution plan once the new plan is adopted, and,

WHEREAS, the City desires to adopt multiple defined contribution plans through the Municipal Employees' Retirement System with ICMA administering the plans for various groups of employees;

NOW, THEREFORE, BE IT RESOLVED that the City Commission deems it in the best interest of the City and its employees to adopt a defined contribution program to be effective January 1, 2005, and at various later dates as will be established by separate resolution. The plans shall be maintained for the exclusive benefit of eligible employees and their beneficiaries.

BE IT FURTHER RESOLVED, that the eligible employees in the defined contribution plans are those employees hired after January 1, 2005, and at various later dates as will be established by separate resolution, for the various groups of employees. Current defined benefit plan participants will be given an opportunity to convert the value of their benefit in the Defined Benefit Plan and transfer the lump sum value to the defined contribution plan once the new plan is adopted. This transfer from the Defined Benefit Plan to the defined contribution plan is irrevocable. Years of vesting service with the City will apply to the vesting schedule adopted in the defined contribution plans.

BE IT FURTHER RESOLVED that the Mayor and Clerk are authorized to execute the Membership Agreement to participate in the Municipal Employees' Retirement System ("MERS") and the Administrative Services Agreement, which is Part II of the Amended and Restated Alliance Agreement. The Finance Director shall be the Employer's MERS Benefit Program Defined Contribution Plan coordinator. Certain provisions of Section 19A of the MERS Plan Document (attached to and referenced in the Membership Agreement), which relate to the timing and transfer of Defined Benefit Plan benefits to the defined contribution plan, may be modified by the City as it determines appropriate. The Plan and Trust document for the defined contribution is the ICMA 401 Governmental Money Purchase Plan & Trust Document and for each plan that will be adopted, a MERS Revised Uniform Defined Contribution Program Resolution and MERS Uniform Defined Contribution Program Adoption Agreement shall be executed.

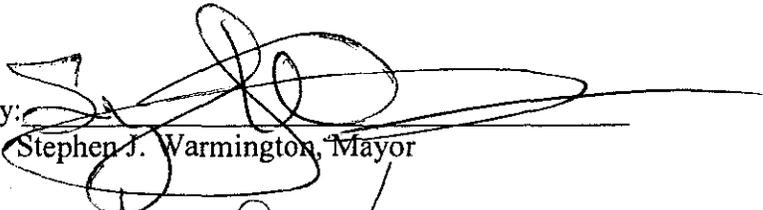
BE IT FURTHER RESOLVED that as a defined contribution money purchase plan is adopted for a particular group of employees, the Defined Benefit Plan shall be amended to exclude employees hired after January 1, 2005, or various later dates as established by separate resolution, from participating in the Defined Benefit Plan.

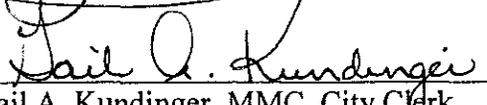
Adopted this 14 day of June, 2005.

Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis,
and Gawron

Nays: None

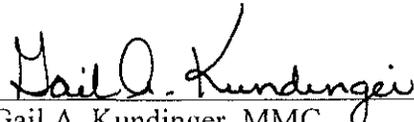
Absent: None

By: 
Stephen J. Warmington, Mayor

Attest: 
Gail A. Kunding, MMC, City Clerk

2005-55(d)
CERTIFICATION (Adoption of defined contribution plan)

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on June 14, 2005.



Gail A. Kunding, MMC
Clerk, City of Muskegon



MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

MEMBERSHIP AGREEMENT
(For Defined Benefit and Defined Contribution Plans)

This **AGREEMENT** dated June 14, 2005, by and between the Retirement Board ("**Board**") of the Municipal Employees' Retirement System ("**MERS**"), and the governing body of the City of Muskegon, an eligible participating municipality or court ("**participating entity**"), is entered into under the provisions of 1996 PA 220 and the Plan Document of 1996. This Agreement does not waive or excuse or render inapplicable all duties and obligations imposed on the parties by law or the MERS Plan Document of 1996 as it may be revised periodically.

Through Resolution adopted June 14, 2005, this entity has elected to participate in MERS in accordance with Plan Section 41 or 41A.

(Check Box I and/or Box II, as applicable.)

I. MERS DEFINED BENEFIT PLAN IS INITIALLY ADOPTED

A. The participating entity has furnished MERS with data regarding each person in its employ and the Board's actuary has computed the liabilities for service benefits payable and which may become payable (on account of service already, and to be, rendered), as required by Plan Section 42, through Initial Actuarial Valuation dated _____, 20____.

B. As a condition of MERS membership, and pursuant to the Board's power as Plan Administrator and Trustee under Plan Section 36, MCL 38.1536, it is appropriate and necessary to enter into this Agreement providing for the payment of the required contributions of a participating entity.

1. On or before January 1 each calendar year, the Board's actuary shall make an Annual Actuarial Valuation of the participating entity's accrued service liabilities, and if necessary, adjust the amount of the annual contributions to be paid by the entity to MERS in monthly installments. A copy of the annual valuation and required contributions shall be provided by MERS to the participating entity on or before January 1 each year.
2. The Wage and Service Reports due monthly, and the Member and Employer Contributions due and payable monthly, shall be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment.
3. Should the participating entity agree to the crediting of all or a portion of pre-MERS prior service rendered to it by its covered employees in the Resolution for Adopting MERS Defined Benefit Programs, then the provisions of that Resolution are incorporated by reference in this Agreement. This includes, but is not limited to, the amortization of any unfunded prior service obligations, as adjusted in the Annual Actuarial Valuation.

4. Each contribution payment received from the participating entity (or covered employee) shall be promptly credited by MERS to the appropriate Reserve.
5. If at any time the balance standing to the participating entity's credit in the Reserve for Employer Contributions and Benefit Payments is insufficient to pay all service benefits due and payable to the entity's retirants and beneficiaries, the participating entity agrees and covenants to promptly remit to MERS the amount of such deficiency as determined and certified by the Board. The Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a municipality's retirement plan is a contractual obligation of the municipality, and prohibits the use of the municipality's required current service funding to finance unfunded accrued liabilities.
6. It is further agreed that should the participating entity fail to make its required contribution when due, the retirement service benefits due and payable by MERS on behalf of the entity to its retirants and beneficiaries may be suspended until the delinquent payment is received by MERS, and subject to applicable interest and penalty charges per Plan Section 45A(3) and the MERS Enforcement Procedure for Prompt Reporting and Payment.

**II. MERS DEFINED CONTRIBUTION PROGRAM
IS INITIALLY ADOPTED**

The participating entity elects to come under the provisions of Plan Section 19A, and as a condition of membership, agrees to comply with Section 19A and all other provisions and requirements applicable to MERS Benefit Program DC.

MUNICIPAL EMPLOYEES' RETIREMENT BOARD

By: _____
Anne M. Wagner, Chief Executive Officer
Municipal Employees' Retirement System of Michigan

GOVERNING BODY

City of Muskegon

By: _____
Stephen J. Warmington
Title: Mayor

Dated: June 16, 2005

Part II

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement is made as of the 14 day of June, 2005 (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the City of Muskegon ("Employer") a participating member of the Municipal Employees Retirement System of Michigan ("MERS").

Recitals

WHEREAS, Employer has elected participation in MERS benefit programs and is the plan sponsor of a retirement plan ("Plan") under the MERS benefit programs; and

WHEREAS, under Part I of the 2001 Alliance Agreement, RC has agreed to provide administrative and investment-related services for the benefit of MERS participating municipalities and courts; and

WHEREAS, RC further has agreed to make investment options available to plans sponsored by MERS participating municipalities and courts through VantageTrust (the "Trust"), a New Hampshire common law trust intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and provide for the commingled investment of the defined contribution plans (and deferred compensation plans) of public sector entities; and

WHEREAS, Employer has reviewed Part I of the 2001 Alliance Agreement and the Declaration of Trust for the Trust and wishes to engage RC to provide the services and investment vehicles described thereunder;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

Agreements

1. Appointment of RC

Employer hereby appoints RC as Administrator of the Plan to perform all non-discretionary functions necessary for the administration of the Plan with respect to assets of the Plan deposited with the Trust and the Funds, as further described in Part I of the 2001 Alliance Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust and agrees to the commingled investment of assets of the Plan within the Trust. Employer agrees that operation of the Plan and

investment, management and distribution of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Duties of Employer

Employer to furnish to RC on a timely basis such information as is necessary for RC to carry out its responsibilities as Administrator of the RC 401(a) Plan, including information needed to allocate individual participant accounts to Funds in the Trust, and information as to the employment status of participants, and participant ages, addresses and other identifying information (including tax identification numbers). RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and RC shall not be responsible for any error arising from its reliance on such information.

RC furnishes quarterly statements to MERS, Employer and participants. If MERS, the Employer or a participant has not notified RC, within 120 days of the end of the quarter, of any error or objections such statement, report or accounting shall be deemed to have been accepted by MERS, the Employer and the participant.

4. Participation in Certain Proceedings

Pursuant to its adoption of the MERS Uniform Defined Contribution Program Resolution, each Employer hereby authorizes RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the RC 401(a) Plan. The Employer consents to the distribution by RC of benefits that have been garnished or transferred to a former spouse, spouse or child pursuant to a domestic relations order, or a domestic relations order determined by MERS to be a Qualified Domestic Relations Order (QDRO) or Eligible Domestic Relations Order (EDRO) under Michigan law.

5. Amendments and Adjustments

This Agreement may not be amended except by written instrument signed by the parties and approved by MERS.

6. Term

Employer may, upon written prior approval of MERS and RC, which shall not be unreasonably denied, terminate this Agreement as it relates to services to be provided on behalf of the Employer.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

EMPLOYER

by:  June 16, 2005
Signature/Date

Stephen J. Warmington
Mayor
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

by: 
Paul Gallagher/Date
Corporate Secretary

CITY COMMISSION MEETING
Tuesday June 28, 2005

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: June 6, 2005

SUBJECT: Rejection of Bids-Demolition of the Muskegon Hotel

SUMMARY OF REQUEST:

Public Safety staff request that the Commission reject the bids that were solicited for the demolition of the Muskegon Hotel located at 593 West Western Avenue. The bid amounts are provided within the attached memorandum. Currently, city funding is not available to meet the bids as submitted.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Rejection of the bids.



CITY OF MUSKEGON DIVISION OF PUBLIC SAFETY



Anthony L. Kleibecker
Director of Public Safety

MEMORANDUM

TO: Mr. Bryon Mazade
City Manager

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: June 6, 2005

SUBJECT: Demolition Bids-593 West Western (Muskegon Hotel)

Earlier this year, bids were solicited for the demolition of the old Muskegon Hotel at 593 West Western Avenue. The bids were opened on January 25th. Of the four bids that were accepted, only two met the requirements as outlined in the bid proposal.

The two bids that met the requirements are as follows:

Press LLC	\$67,918
H&M Demolition	\$73,500

The two that did not meet the requirements are:

Courtaid	\$26,409	(Did not include engineering study)
Berlein	\$43,900	(Did not include asbestos/hazard removal)

Currently we are not funded to provide for this demolition process and would like to discuss how we proceed.

If you have any questions, please don't hesitate to contact me.