CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 23, 2004

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- **CALL TO ORDER:**
- **PRAYER:**
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **HONORS AND AWARDS:** Police Citizen Award
- **INTRODUCTIONS/PRESENTATION:**
- **CONSENT AGENDA:**

  A. **Approval of Minutes.** CITY CLERK

  B. **Agreement - State of Michigan - Surplus Military Equipment.** PUBLIC SAFETY

  C. **Renewal of Contract – Pagers – Verizon Wireless.** PUBLIC SAFETY

  D. **Consideration of Bids – Forest Lift Station (S-593).** ENGINEERING

  E. **Stay Active Muskegon (S.A.M.).** PLANNING & ECONOMIC DEVELOPMENT/LEISURE SERVICES

  F. **Additional Taxicab License.** CITY CLERK

- **PUBLIC HEARINGS:**
- **COMMUNICATIONS:**
- **CITY MANAGER'S REPORT:**
- **UNFINISHED BUSINESS:**
- **NEW BUSINESS:**

  A. **Agreement Between Nutritional Services for Older Americans, Inc. (NSOA) and the City for the Use of Smith Ryerson and McGraft Park Community Buildings.** ASSISTANT CITY MANAGER

  B. **Interfund Transfer for Arena Improvements.** FINANCE

C. **Lease with the Great Lakes Naval Memorial and Museum.** CITY MANAGER

D. **Approval of Contractor for Construction of Three Homes Under Walton Street Renaissance AKA Hilltop View.** COMMUNITY AND NEIGHBORHOOD SERVICES

E. **Former Lakos Property.** COMMISSIONER DAVIS

- **ANY OTHER BUSINESS:**

A. **'05-'06 Goal Setting Session.** MAYOR WARMINGTON

- **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: November 23, 2004

To: Honorable Mayor and City Commissioners

From: Gail A. Kundinger, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Community Relations Committee that was held on Monday, November 1, 2004; and the Regular Commission Meeting that was held on Tuesday, November 9, 2004.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 23, 2004

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, November 23, 2004.

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 Clara Shepherd, Lawrence Spataro, Chris Carter, Kevin Davis, and Stephen Gawron, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Gail Kundinger.

Absent: None

2004-100 HONORS AND AWARDS:

A. Police Citizen Award. PUBLIC SAFETY

Mark DeWitt was presented an award by Tony Kleibecker.

2004-101 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Community Relations Committee that was held on Monday, November 1, 2004; and the Regular Commission Meeting that was held on Tuesday, November 9, 2004.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Agreement - State of Michigan - Surplus Military Equipment. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety requests the Commission's authorization to enter into an agreement with the State of Michigan (Michigan

National Guard) which would allow for the Police Department to apply for excess military surplus equipment. Such action is provided for by the 1996-1997 National Defense Authorization Act. This agreement would provide the Department with the opportunity to procure equipment as needed at no cost to the City. The City Attorney has reviewed the agreement and states that it is legally acceptable.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of this request.

C. **Renewal of Contract – Pagers – Verizon Wireless.** PUBLIC SAFETY

SUMMARY OF REQUEST: Public Safety Division staff request that the Commission consider our request to renew our contract for paging service with Verizon Wireless. Verizon currently provides paging service for fire and public works on-call personnel. The service is used to disseminate emergency messages and for staff call-back for emergencies.

Staff sought estimates from the two, viable paging services in our area: Verizon and SBC. SBC failed to submit an estimate. Verizon has agreed to reduce our per unit monthly rate from $6.25 per month per unit to $5.95 per unit. The agreement calls for Verizon to provide 71 pagers.

FINANCIAL IMPACT: This cost is provided for in the 2004 and 2005 budgets.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of this request.

D. **Consideration of Bids – Forest Lift Station (S-593).** ENGINEERING

SUMMARY OF REQUEST: The contract to refurbish the Forest Ave. lift station (new pumps and accessories) be awarded to Jackson Merkey Contractors of Muskegon since they were the lowest responsible bidder, with a bid price of $89,240.

FINANCIAL IMPACT: The construction cost of $89,240 plus related engineering expenses.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to Jackson Merkey.

E. **Stay Active Muskegon (S.A.M.).** PLANNING & ECONOMIC DEVELOPMENT/LEISURE SERVICES

SUMMARY OF REQUEST: Stay Active Muskegon has been meeting as a committee for over a year. Both the Leisure Services and Planning Departments have been involved with their activities. All municipalities in the County of Muskegon are being asked to pledge their support to this important venture.

S.A.M. has also begun approaching major industries in the County, requesting the same type of support. The City Commission is asked to approve the resolution.

FINANCIAL IMPACT: None.

BUDGET ACTION RQUIRED: None.

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

F. Additional Taxicab License. CITY CLERK

SUMMARY OF REQUEST: Thomas Wakefield's current license is for 11 taxicabs, and he is requesting approval of an additional taxicab.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve this request.

Motion by Commissioner Gawron, second by Commissioner Shepherd to approve the Consent Agenda.

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

Nays: None

MOTION PASSES

2004-102 NEW BUSINESS:

A. Agreement Between Nutritional Services for Older Americans, Inc. (NSOA) and the City for the Use of Smith Ryerson and McGraft Park Community Buildings. ASSISTANT CITY MANAGER

SUMMARY OF REQUEST: Staff recommends that the Mayor signs a one-year agreement with Nutritional Services for Older American, Inc. for the use of the Community Buildings at Smith Ryerson and McGraft Park. The agreement calls for the City to provide NSOA with the amount of $8,317 for support staff time to offer recreation and wellness services for seniors at McGraft park. NSOA will in turn pay the monthly fee of $100 and $200 respectively for the use of each facility.

Please note that over the years these agreements have been two-year agreements. However, giving our current review of the department's facilities and operations to better determine future directions, a one-year agreement is recommended at this time.

FINANCIAL IMPACT: McGraft Park: $8,317.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommend approval.

Motion by Commissioner Spataro, second by Vice Mayor Larson to approve the agreements for the use of Smith Ryerson and McGraft Park Community Buildings.

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

Nays: None

MOTION PASSES

B. Interfund Transfer for Arena Improvements. FINANCE

SUMMARY OF REQUEST: Previously the City Commission authorized energy-related improvement projects at the LC Walker Arena. This work is now complete and the final project cost is $254,000. At the time the project was approved, it was determined that due to the relatively small size, it was not worth incurring issuance costs associated with borrowing from outside sources. Accordingly, staff recommends that $254,000 be transferred from the City's General Insurance Fund to the LC Walker Arena fund to cover project costs. The funds will be repaid over a 10-year period with interest (2.0%).

FINANCIAL IMPACT: Monthly payments in the amount of $2,337.14 will be made from the LC Walker Fund to the General Insurance fund commencing December 1, 2004. Energy savings resulting from the improvements are anticipated to largely fund this cost.

BUDGET ACTION REQUIRED: The repayment is included in the 2005 budget and will need to be included in future year's budgets as well.

STAFF RECOMMENDATION: Approval of interfund transfer.

Motion by Vice Mayor Larson, second by Commissioner Spataro to approve the interfund transfer.

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

Nays: None

MOTION PASSES

C. Lease with the Great Lakes Naval Memorial and Museum. CITY MANAGER

SUMMARY OF REQUEST: To approve a lease with the Great Lakes Naval Memorial and Museum for property located at the Muskegon Channel. The lease is for 30 years to develop a museum and the display of the U.S.S. Silversides and museum artifacts.

FINANCIAL IMPACT: Rent is $15,000 + per year once the museum is built.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the lease.

Motion by Vice Mayor Larson, second by Commissioner Davis to approve the lease with Great Lakes Naval Memorial and Museum.

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

Nays: None

MOTION PASSES

D. <u>Approval of Contractor for Construction of Three Homes Under Walton Street Renaissance AKA Hilltop View.</u> COMMUNITY AND NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the contract with Rich Construction, P.O. Box 125, Fremont, Michigan, who submitted the lowest bid for the first phase of construction for three homes on Walton Street for the aggregate price $352,214. The name of the project is Walton Street Renaissance AKA Hilltop View. The CNS Department received four other bids:

Bantam Group 962 Stonewood Spring Lake, MI	$365,110
Paul Witek Builders 766 Snaedle Drive Whitehall, MI	$367,320
TopNotch Design 4740 Jensen Fruitport, MI	$386,250
Wasco/Briggs Enterprise 525 Dangl Road Muskegon, MI	$481,662

This project is a joint venture between the City of Muskegon Community and Neighborhood Services, Neighborhood Investment Corporation and Fifth Third Bank.

FINANCIAL IMPACT: The funding for the project will be taken from the City's 2003 HOME funds, Neighborhood Investment funds and funds allocated by Fifth Third Bank. The City of Muskegon contribution will be $285,000.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the contract with the fore-mentioned contractor and direct the Mayor and Clerk to sign the contract.

Motion by Commissioner Shepherd, second by Commissioner Spataro to

approve the contract with Rich Construction.

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

Nays: None

MOTION PASSES

E. Purchase of 1983 Hoyt. COMMUNITY AND NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the purchase of 1983 Hoyt from the U.S. Dept. of HUD for $1.00 through its Good Neighbor program. In which, a municipality can purchase a home for one dollar, if a property is on the market for more than six months. After 1983 Hoyt is obtained, the City will totally rehabilitate the structure and sell it to a qualified family continuing the City's aggressive neighborhood revitalization efforts.

FINANCIAL IMPACT: The dollar will come from CNS program income fund.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request to purchase the home for one dollar.

Motion by Commissioner Gawron, second by Commissioner Carter to approve the purchase of 1983 Hoyt for $1.

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

Nays: None

MOTION PASSES

F. Approval of Certificate of Recognition for Muskegon High School Big Reds Football Team. CITY CLERK

Motion by Commissioner Shepherd, second by Vice Mayor Larson to approve the resolution.

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

Nays: None

MOTION PASSES

G. Approval of Certificate of Recognition for the Orchard View Cardinals Football Team. CITY CLERK

Motion by Commissioner Spataro, second by Commissioner Carter to approve the resolution.

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

Shepherd

Nays: None

MOTION PASSES

H. **<u>Former Lakos Property.</u>** COMMISSIONER DAVIS

Motion by Commissioner Spataro, second by Vice Mayor Larson to suspend action on previous action taken and refer matter to staff with report within 120 days on a plan to build on property.

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

Nays: None

MOTION PASSES

2004-103 ANY OTHER BUSINESS:

A. **<u>'05-'06 Goal Setting Session.</u>** MAYOR WARMINGTON

Item will be placed on the next Worksession Agenda.

2004-104 PUBLIC PARTICIPATION:

Motion by Commissioner Davis, second by Vice Mayor Larson to amend normal procedure reference demolition of 527 W. Webster and waive the $5,000 fee.

ROLL VOTE: Ayes: Davis, Larson, and Warmington

Nays: Carter, Gawron, Shepherd, and Spataro

MOTION FAILS

The City Commission Meeting adjourned at 6:50 p.m.

Respectfully submitted,

Gail A. Kundinger

Gail A. Kundinger, MMC
City Clerk

CITY COMMISSION MEETING
Tuesday November 23, 2004

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: November 3, 2004

SUBJECT: Agreement-State of Michigan-Surplus Military Equipment

SUMMARY OF REQUEST:

The Director of Public Safety requests the Commission's authorization to enter into an agreement with the State of Michigan (Michigan National Guard) which would allow for the police department to apply for excess military surplus equipment. Such action is provided for by the 1996-1997 National Defense Authorization Act. This agreement would provide the department with the opportunity to procure equipment as needed at no cost to the city.

The City Attorney has reviewed the agreement and states that it is legally acceptable.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATIONS:

Approval of this request.

PARMENTER O'TOOLE
Attorneys at Law

175 West Apple Avenue ▪ P.O. Box 786 ▪ Muskegon, Michigan 49443-0786
Phone 231.722.1621 ▪ Fax 231.722.7866 or 231.728.2206
www.Parmenterlaw.com

October 22, 2004

Tony Kleibecker
Muskegon Police Department
Director of Public Safety
933 Terrace Street
Muskegon, MI 49442

Re: Surplus Military Equipment

Dear Director Kleibecker:

The Memorandum of Agreement between the State of Michigan and the Muskegon Police Department is legally acceptable. With this letter, I am returning the original provided to me.

Please have the city commission authorize your signing the contract on behalf of the City and the Muskegon Police Department.

If you have any questions or concerns, please feel free to contact me.

Very truly yours,

John C. Schrier
Direct: 231.722.5401
Fax: 231.728.2206
E-Mail Address: jcs@parmenterlaw.com

Enclosure

G:\EDSI\FILES\00100\1935\LTR\BT6848.DOC

MI-LESO
(1033 MOA)

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF MICHIGAN
AND

Muskegon Police Department
Official Agency Name

1. WHEREAS, the United States government through Section 1033 of the Fiscal Year 1996-1997 National Defense Authorization Act is authorized to transfer excess government property to local law enforcement agencies; and,

2. WHEREAS, the Governor of the State of Michigan has designated MSG Richard A. Wood, of the Counter Drug Division, Michigan National Guard, as her representative for transferring excess federal property to local law enforcement agencies (LEAs);

3. NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

   a. The Governor of the State of Michigan, through her designated representative, Richard A. Wood, and the Muskegon Police Department (Official Agency Name) being a sworn law enforcement agency in the State of Michigan, agree to the following with regard to the transfer of excess DoD property under Section 1033 of the Fiscal Year 1996-1997 National Defense Authorization Act:

      (1) The signature of the governor or her representative on behalf of the State of Michigan on any DD Form 1348-1 shall be construed to transfer clear title to excess DoD property indicated on said document from the United States Department of Defense to the State of Michigan, unless otherwise indicated in final transfer documentation (i.e. items which require return to DoD for demilitarization).

      (2) The signature of the law enforcement agency within the State of Michigan on any DD Form 1348-1 shall be construed to transfer title of excess DoD property indicated on said document from the State of Michigan to the signatory local law enforcement agency, unless otherwise indicated in final transfer documentation (i.e. items which require return to DoD for demilitarization).

      (3) The law enforcement agency agrees to remove the property within fifteen calendar days from the date of viewing and tagging the property. Failure to remove the property in the prescribed time will result in the property being made available to other law enforcement agencies on a first come first serve basis.

(4) The State of Michigan shall at no time, and under no circumstances, be physically, financially or legally responsible or accountable for the storage, use, repair, maintenance or insurance of excess DoD property transferred to a law enforcement agency from the United States Department of Defense on a DD Form 1348-1. Transportation costs of moving property from remote locations to Michigan are the responsibility of the law enforcement agency. The law enforcement agency agrees to maintain, at no costs to the United States Government, adequate liability and property damage insurance coverage and workman's compensation insurance to cover any claims.

(5) The Governor of the State of Michigan, on behalf of the State of Michigan, accepts title to excess DoD property for the sole purpose of compliance with section 1033 of the National Defense Authorization Act. The transfer of said property from the United States Department of Defense to local civilian law enforcement agencies within the State of Michigan is for the sole purpose of assisting in the enforcement of Michigan's laws.

b. FURTHERMORE;

(1) It shall be the responsibility of the receiving law enforcement agency to provide to the undersigned the name of an individual who will be responsible for accounting for all requested equipment, and for registering acquired weapons with the Bureau of Alcohol Tobacco and Firearms (BATF) immediately upon receipt of weapons. A copy of the completed BATF Form 10 will be provided to the undersigned by the receiving law enforcement agency.

(2) The receiving agency agrees to remove all military markings from issued military vehicles prior to registering with the Secretary of State.

(3) The receiving agency agrees to maintain accountability and disposal of property in accordance with the policies of your governing agency.

(4) Property obtained under this MOA must be placed into use within one year of receipt and utilized for a minimum of one year, unless the condition of the property renders it unusable. Records will be maintained for a period of three years from date of receipt.

(5) The receiving agency agrees to limit the number of authorized viewers of equipment to four (4) individuals. Only two (2) will be allowed to screen at any one time.

(6) Property may not be obtained for the purpose of sale, lease, rent, exchange, barter, to secure a loan or to otherwise supplement normal operating budgets. All requests for property must be based on bona fide law enforcement requirements.

(7) The receiving agency agrees to return those items identified as such on transfer documentation (items are transferred with the intention of long term use by recipient agencies).

(8) The receiving agency assures that all environmental regulated property is disposed of in accordance with applicable federal, state, and local environmental laws and regulations.

4. Either party may terminate this memorandum of agreement at any time by giving written notice to the other party.

______________________	A. L. Kleibecker
Richard A. Wood, on behalf of the Governor, State of Michigan	(Signature of Senior Police Official) Sheriff / Chief of Police / MSP Post Commander / Director
	Anthony L. Kleibecker Director of Public Safety
Dated: ______________	(Type Name & Title)
	Dated: 11-29-04

LAW ENFORCEMENT SUPPORT OFFICE

BUILDING #117
CAMP GRAYLING, MI 49739-0001
PHONE: (989) 344-6103 FAX: (989) 344-6101

LAW ENFORCEMENT AGENCY DATA SHEET

NOTE: This form must be completed as changes occur in the agency and submitted to the State Coordinator.

DATE: 10/11/0 ***PRIMARY SCREENER E-MAIL ADDRESS:*** mark.lewis@postman.org

AGENCY NAME: Muskegon Police Department

ADDRESS: 980 Jefferson Street

CITY: Muskegon **STATE:** MI **ZIP:** 49440

PHONE: (231) 724-6309 **FAX:** (231) 724-6973

TOTAL NUMBER OF FULL TIME SWORN OFFICERS: 78

NUMBER OF FULL TIME NARCOTIC OFFICERS: 4

NUMBER OF FULL TIME TACTICAL OFFICERS: 0

	RANK	NAME
PRIMARY SCREENER: MUST BE SWORN OFFICER	Lt.	Mark A. Lewis
SCREENER #2: MUST BE SWORN OFFICER	Lt.	Dennis Lord
SCREENER #3: MUST BE SWORN OFFICER	Sgt.	Ramon Barthelemy
SCREENER #4: MUST BE SWORN OFFICER		
WEAPONS POINT OF CONTACT: MUST BE SWORN OFFICER	Sgt.	Ramon Barthelemy

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RELEASE OF ALL CLAIMS: I, the undersigned, having the express or implied authority of the above named law enforcement agency, do hereby agree and covenant to release the Michigan National Guard and the U.S. Defense Logistics Agency from any claims for liability, and to hold harmless and indemnify both organizations for any such claims arising out of the receipt of property and/or equipment.
THE UNDERSIGNED FURTHER ACKNOWLEDGES that the Michigan National Guard delivers property/services in this program in cooperation with the U.S. Defense Logistics Agency with no warranty either expressed or implied, and that the items are received by the undersigned "as is, where is".
IN WITNESS WHEREOF, the undersigned has affixed hereto his/her signature acknowledging this release in full of claims of any kind and the Michigan National Guard, on behalf of the Governor of the State of Michigan, has executed this agreement by signature of the duly appointed 1033 Program State Coordinator.
BE IT FURTHER UNDERSTOOD it is the responsibility of the receiving organization to maintain adequate liability and property damage as well as Worker's Compensation insurance coverage to cover any and all claims.

HEAD OF AGENCY SIGNATURE: A. L. Kleibecker
MUST BE SHERIFF / CHIEF / DIRECTOR / POST COMMANDER Anthony L. Kleibecker, Director

STATE COORDINATOR SIGNATURE: ____________________
RICHARD A. WOOD, STATE COORDINATOR
1033 LAW ENFORCEMENT PROGRAM

CITY COMMISSION MEETING
Tuesday November 23, 2004

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: November 3, 2004

SUBJECT: Renewal of Contract – Pagers – Verizon Wireless

SUMMARY OF REQUEST:

Public Safety Division staff request that the Commission consider our request to renew our contract for paging service with Verizon Wireless. Verizon currently provides paging service for fire and public works on-call personnel. The service is used to disseminate emergency messages and for staff call-back for emergencies.

Staff sought estimates from the two, viable paging services in our area; Verizon and SBC. SBC failed to submit an estimate. Verizon has agreed to reduce our per unit monthly rate from $6.25 per month per unit to $5.95 per unit. The agreement calls for Verizon to provide 71 pagers.

FINANCIAL IMPACT:

This cost is provided for in the 2004 and 2005 budgets.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATIONS:

Approval of this request.

SHIPPING CHARGES AND MISC. CHARGES

SHIPPING CHARGES

VWMS provides automated order fulfillment. By contacting Major Account Customer Service, a representative can initiate the shipping order and prioritize it to meet City of Muskegon (Fire Dept.)'s needs for the pager(s) to arrive at the location and by the time specified by City of Muskegon (Fire Dept.). Cut-off time for orders to be sent out the same day is 3:00pm, Central Standard Time.

VWMS will pass onto City of Muskegon (Fire Dept.) any charges that are incurred for shipping and handling. VWMS will provide at no charge to City of Muskegon (Fire Dept.) return labels for leased equipment that is being returned.

UPS Ground	No Charge
Federal Express 2nd day	$5.95
Federal Express Next day	$9.95
Federal Express AM delivery	$12.95
Saturday delivery	$25.00

TAXES AND FEES

Prices do not include state and local sales tax, and other applicable taxes, fees, charges, or pass through assessments.

VERIZON WIRELESS MESSAGING SERVICES' EXPLANATION OF USF FEES

*The Telecommunications Act of 1996 requires VWMS to support the federal Universal Service Fund. Beginning April 1, 2003 Verizon Wireless will separately list Federal Universal Service Charge (FUSC) and Regulatory Charge (RC) on the customer's bill. All accounts will be accessed a monthly charge. The actual amount of the FUSC charge may vary monthly and is based upon an assessment determined quarterly. The FUSC assessment rate, beginning October 1, 2003, will be 1.10% of assessable wireless charges, and the RC will be $0.03 per line per month.

Assessment Rate History:

(2Q) April 1, 2004 - June 30, 2004 FUSC rate: 1.04%
(1Q) January 1, 2004 - March 31, 2004 FUSC rate: 1.04%
(4Q) October 1, 2003 - December 31, 2003 FUSC rate: 1.10%
(3Q) July 1, 2003 - September 30, 2003 FUSC rate: 1.14%
(2Q) April 1, 2003 - June 30, 2003 FUSC rate: 1.08%

Some states have developed their own Universal Service programs and the USF rate is determined by the individual state. VWMS will provide more information regarding this State Universal Service Fund upon request from City of Muskegon (Fire Dept.).

CUSTOMER AGREEMENT
Attachment 1

PRICING

ALPHANUMERIC ONE-WAY PRICING

ALPHA	Service	Monthly Access Fee (Includes Lease Fee)	Page Allowance** (Per Month)	Charge per page over Allowance
	Statewide*	$ 5.95 per month	500	$0.05

*Local service includes one or more Metropolitan Statistical Areas (MSA), Statewide service includes major MSAs within a State.
**Two hundred forty (240) character limit per page.

ENHANCED SERVICE OPTIONS

Personal 800/888/877 Number	$ 4.00 per month
Voice Mail (5-24-60)	$ 2.00 per month
Voice Mail (20-72-60)	$ 4.00 per month
Custom Greeting	$ 1.00 per month
Page Saver℠ Numeric Retrieval	$ 1.00per month
Alpha Software	$ 39.95 (per copy fee)

PAGER REPLACEMENT PROGRAM (PRP)

The optional Pager Replacement Program will protect you against theft, loss or damage to your pager. Without PRP, you are responsible for the full pager replacement charge. With PRP, any repairable damage is covered 100% and if your pager is lost, stolen or damaged beyond repair, it will be replaced with a comparable one (see fee schedule).

Service	Monthly Fee	Loss Fee with PRP	Loss Fee without PRP	**Note:** VWMS reserves the right to change or discontinue models during this agreement. The above prices are based on a two-year agreement.
Alpha	$ 0.50 per month	$35.00	$65.00	

VERIZON WIRELESS PAGING SOLUTIONS
CUSTOMER AGREEMENT

verizon wireless

This Account Agreement ("Agreement") is made and entered into as of ("Effective Date") by and between Verizon Wireless Messaging Services, LLC d/b/a Verizon Wireless, with its headquarters located at Lewisville OPS Center, 1720 Lakepointe Drive, Suite 100, Lewisville, TX 75057 ("Carrier") and City of Muskegon (Fire Dept.), with a billing address located at 933 Terrace, Muskegon, MI 49440 ("Customer").

1. **Services to be Performed by Carrier:** Carrier and/or its affiliates shall provide services and may provide equipment to Customer subject to the terms and conditions of this Agreement and Attachment 1, if applicable, and all applicable federal, state and local laws, rules and regulations.

2. **Term:** The term of this Agreement shall begin on the Effective Date and continue for a period of two (2) years unless earlier terminated pursuant to the terms of this Agreement ("Term"). Upon expiration of the initial Term, this Agreement shall continue on a month-to-month basis until terminated by either party upon thirty (30) days written notice.

3. **Pricing:** The equipment and services provided under this Agreement shall be provided in accordance with the Pricing Schedule set forth on this Agreement and/or in Attachment 1, attached hereto and incorporated herein.

4. **Billing and Payments:** Customer will be billed on a monthly basis or according to Customer's Billing Cycle, and Customer's bill will reflect the rates in effect under the applicable price plan at the time charges are incurred, plus any other charges that apply. Any unused call/packet counts from one month may not be transferred to another. Call/packet counts may not be aggregated as between wireless devices on the same account. Payment is due fifteen (15) days from the date of invoice. Customer waives any billing errors if Customer does not notify Carrier of such errors in writing within sixty (60) days from date of the invoice containing such error. If Customer defaults, Carrier may: (a) require Customer to return all Carrier owned equipment to Carrier, and/or (b) be entitled to a deficiency judgment. A LATE FEE PAYMENT OF THE GREATER OF UP TO ONE AND ONE-HALF PERCENT (1.5%) PER MONTH (18 PERCENT ANNUALLY) OR ONE DOLLAR AND 50 CENTS ($1.50) PER ACCOUNT APPLIES TO BALANCES THAT REMAIN UNPAID. HOWEVER, IF THIS LATE FEE EXCEEDS THAT ALLOWED BY APPLICABLE LAW, THEN THE MAXIMUM FEE ALLOWED BY LAW SHALL APPLY. Customer shall pay all reasonable costs of collection, including payment of attorneys' fees and court costs. These remedies shall be cumulative and in addition to any other remedies Carrier has at law or in equity.

5. **Wireless Equipment:** Leased equipment remains the property of Carrier. Customer bears the risk of loss or damage to wireless equipment, whether leased or purchased, once received, and if Customer has purchased the equipment the same shall be deemed accepted within fifteen (15) days of receipt or when the equipment is activated and provided with service, whichever occurs earlier. However, Customer shall have thirty (30) days from the date the equipment is received to discover alleged defects in such equipment and to return the equipment to Carrier for a replacement of similar type. Acceptance of the equipment shall be deemed a complete discharge of Carrier's obligations as it concerns the equipment. If this Agreement is terminated, Customer will return all leased wireless equipment and accessories provided under this Agreement in reasonably good condition or reimburse Carrier at current retail rates for similar equipment and/or accessories. Lease charges will continue to accrue until all wireless equipment is returned.

6. **Relationship of the Parties:** Both parties agree and understand that the services performed under this Agreement are performed by Carrier as an independent contractor and not as an employee of the Customer.

7. **Limitation of Liability:** Carrier shall not be liable to Customer, its employees, agents, or any third party for injuries to persons or property arising from Customer's use of the services, the wireless equipment or related equipment, or for any defect in the services or equipment. Furthermore, Carrier shall not be liable for the installation, repair or maintenance of the services or equipment by any parties who are not employees of Carrier, or subcontractors of Carrier. Carrier's performance hereunder shall be excused if affected by equipment failure, acts of God, strikes, severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage or any other event or causes beyond Carrier's reasonable control. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CARRIER BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF CUSTOMER'S USE OR ATTEMPTED USE OF EMERGENCY SERVICES, NOR SHALL CARRIER BE LIABLE FOR CUSTOMER'S INABILITY TO ACCESS EMERGENCY SERVICE.**

8. **INFORMATION REGARDING WARRANTIES:** Carrier agrees to assign to Customer any of the manufacturers' consumer warranties received by Carrier and intended for the end user with respect to the wireless equipment. CUSTOMER ACKNOWLEDGES THAT CARRIER IS NOT THE MANUFACTURER OF THE WIRELESS EQUIPMENT AND CUSTOMER AGREES THAT CARRIER HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION OR QUALITY OF THE WIRELESS EQUIPMENT. WITH RESPECT TO CARRIER, CUSTOMER PURCHASES OR LEASES THE WIRELESS EQUIPMENT "AS IS". CARRIER

SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE WIRELESS EQUIPMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE WIRELESS EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED UNLESS LOSS OR DAMAGE IS DIRECTLY CAUSED BY CARRIER'S WILLFUL MISCONDUCT. CUSTOMER ACKNOWLEDGES THAT DISSATISFACTION WITH THE WIRELESS EQUIPMENT WILL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT. NOT WITHSTANDING THE ABOVE, CUSTOMER MAY RETURN THE EQUIPMENT PER THE TERMS OF SECTION 5 HEREIN.

9. **Intellectual Property:** Carrier shall have no liability for violation of any patent, copyright, trademark or trade secret or for violation of any license or franchise arising out of or resulting from (a) the use of the services or wireless equipment in combination with any other product or service not supplied by Carrier, or (b) modification of the services or wireless equipment by, or on behalf of Customer.

10. **Indemnity:** To the extent allowed by law, Customer agrees to indemnify, hold harmless, and defend Carrier against any claims relating to Customer's misuse of service or equipment under this Agreement. Customer agrees to reimburse Carrier for any and all costs and reasonable attorneys' fees incurred by Carrier in defending any claims relating to Customer's misuse of service or equipment.

11. **Confidential Information:** Customer shall hold in strictest confidence information provided to it by Carrier that is marked confidential or proprietary ("Confidential Information") for the Term of this Agreement and for a period of two years following the expiration or termination of this Agreement. Customer acknowledges that Carrier would suffer irreparable damage in the event of any material breach of these provisions. Accordingly, in such event, Carrier would be entitled to obtain preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity as the result of a breach or threatened breach of this section.

12. **Termination:** A non-breaching party may terminate this Agreement if the other party commits a material breach of any term or condition of this Agreement and fails to cure such breach within a thirty (30) day period after receiving written notice of such breach. Except as provided above, if Customer has less than ten (10) wireless devices in service and terminates service to any wireless devices within the Term of this Agreement or Carrier terminates Customer's service for good cause, then Customer shall pay $25.00 per 1-way unit and $75.00 per 2-way unit to Carrier for each such termination as an early termination fee. If Customer has ten (10) or more wireless devices in service and at any time terminates service on thirty (30) percent of the Minimum Units in service, then Customer shall pay Carrier the monthly fee for each terminated device multiplied times the number of months remaining in the Term of this Agreement. Furthermore, if Carrier determines that Customer is misusing the equipment or service in any manner, then Carrier may terminate and/or suspend service without notice to Customer.

13. **Availability of Service:** Messaging and paging services use radio transmissions, so Carrier cannot provide service when Customer's wireless equipment is not in range of one of our transmission sites, or a transmission site of another company that has agreed to carry Carrier's service, or if there is not sufficient network capacity available at the moment. Also, there are places, particularly in remote areas, with no service at all. Weather, topography, buildings, Customer's wireless equipment, and other conditions Carrier does not control may also cause missed pages or other problems.

14. **Response Procedure:** If service is unavailable in Carrier's service area for more than twenty-four (24) continuous hours due to Carrier's fault, Carrier will give Customer a pro rata daily credit for the period Customer is without service. To receive such credit, Customer must notify Carrier in writing within thirty (30) days after the first bill is received for the period during which the interruption started.

15. **Assignment:** Carrier may assign, in whole or in part, its rights or duties under this Agreement to any assignee. Customer may not assign this Agreement without the prior written consent of Carrier, which shall not be unreasonably withheld. Subject to these restrictions, this Agreement shall apply to, inure to the benefit of, and be binding upon the successors and assignees of the respective parties.

16. **Notices**: All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by (a) registered or certified mail, postage prepaid, in any Post Office in the United States; (b) hand delivery; (c) overnight courier; or (d) facsimile transmission upon confirmation of receipt by the recipient.

If to Carrier: Contract Support Group Verizon Wireless Paging Solutions 1720 Lakepointe Drive, Suite 100 Lewisville, TX 75057	If to Customer: To the billing address of record maintained by Carrier.

17. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be held by a court of competent jurisdiction or by a duly

appointed arbitrator to be invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of its invalidity or unenforceability, and the remainder of such provision and the remaining provisions of this Agreement shall remain in full force and effect.

18. **Wireless Number And/Or Internet Address:** Carrier will assign one wireless telephone number (also referred to as an "access number", "pager number", or "wireless number"), cap code and/or Internet address, if applicable, to each unit in service. Customer agrees that it does not have any property right or ownership in the wireless number, cap code or Internet address or in the personal identification number ("PIN(s)") the Customer or Carrier may establish. Carrier may change the Customer's wireless number if Carrier determines it is necessary to comply with regulatory and/or commercial requirements, however, Carrier shall not arbitrarily change Customer's wireless number and in the event of change Carrier shall specifically advise Customer of the reason for such change.

19. **Charges:**

    19.1. **Charges:** Customer is required to pay a monthly service charge, and charges for shipping of equipment, messages, packets and/or pages over the monthly limit, and charges for activation, suspension, reconnection, termination and exchanges, if applicable, as well as fees related to Carrier's regulatory and/or governmental costs.

    19.2. **Tax:** If any federal, state or local government tax, fee, duty, or surcharge (collectively referred to as a "Tax") is required by applicable law to be collected from Customer by Carrier, then (a) Carrier shall bill Customer for such Tax, (b) Customer shall timely remit such Tax to Carrier, and (c) Carrier shall, where applicable, remit such collected Tax to the appropriate taxing authority. If Carrier does not collect a Tax because Customer has provided Carrier with evidence of exemption, and if such as an exemption is later determined to be inadequate, then, as between Carrier and Customer, Customer shall be liable for such uncollected Tax and for all interest, penalties and additions to Tax which are determined to be due with respect to such uncollected Tax.

20. **Authority:** The parties hereby represent that they have full power and authority to enter into and perform this Agreement and know of no contracts, agreements, promises or undertakings that would prevent the full execution and performance of this Agreement.

21. **Reservation of Rights:** Either party's waiver of any of its remedies for a breach by the other party shall not operate to waive any other remedies available to it, nor shall such waiver operate to waive rights to any remedies for a future breach, whether of a like or different character.

22. Dispute Resolution And Mandatory Arbitration: INSTEAD OF SUING IN COURT, BOTH PARTIES AGREE TO SETTLE DISPUTES (EXCEPT CERTAIN SMALL CLAIMS) ONLY BY ARBITRATION. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT, AS A COURT WOULD. TO THE FULLEST EXTENT PERMITTED BY LAW WE EACH AGREE THAT:

    22.1. THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR WIRELESS SERVICE WITH CARRIER OR ANY OF ITS AFFILIATES OR PREDECESSORS IN INTEREST, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS ON AN INDIVIDUAL BASIS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB") AS DESCRIBED BELOW. (IF CUSTOMER'S LOCAL SMALL CLAIMS COURT OFFERS ARBITRATION, CUSTOMER MAY ALSO USE THAT PROCESS FOR ANY DISPUTE THAT QUALIFIES.) THIS DOES NOT CHANGE CUSTOMER'S SUBSTANTIVE RIGHTS, JUST THE POTENTIAL FORUMS FOR RESOLVING DISPUTES. IN ADDITION, CUSTOMER CAN STILL BRING ANY ISSUES CUSTOMER MAY HAVE TO THE ATTENTION OF APPROPRIATE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES AND THEY CAN STILL, IF THE LAW ALLOWS, SEEK RELIEF AGAINST CARRIER ON CUSTOMER'S BEHALF.

    22.2. FOR CLAIMS OVER $10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. FOR CLAIMS BETWEEN $2,500 AND $10,000, THE AAA'S ARBITRATION RULES FOR THE RESOLUTION OF CONSUMER-RELATED DISPUTES (THE "CONSUMER RULES"), WHICH INCLUDE A SMALL CLAIMS COURT OPTION, WILL APPLY. FOR CLAIMS UNDER $2,500, THE COMPLAINING PARTY CAN CHOOSE EITHER THE CONSUMER RULES OR THE BBB'S RULES FOR BINDING ARBITRATION. AN ARBITRATOR MAY, UNDER ANY OF THESE RULES, REQUIRE EACH PARTY TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF THREE (3) NEW ARBITRATORS.

22.3. CUSTOMER CAN OBTAIN RULES AND FEE INFORMATION FROM THE AAA (www.adr.org), THE BBB (www.bbb.org) OR FROM CARRIER. IF CUSTOMER CANNOT PAY THE REQUIRED ARBITRATION FEES, IF ANY, THERE ARE FEE WAIVER PROGRAMS. EVEN IF CUSTOMER DOES NOT QUALIFY FOR A FEE WAIVER, CARRIER WILL PAY ALL BUT $100 OF ANY COMBINED FEES CUSTOMER WOULD BE REQUIRED TO PAY FOR FILING AND A FIRST DAY OF ARBITRATION IF CUSTOMER COMPLETES CARRIER'S MEDIATION PROGRAM. MEDIATION IS A PROCESS FOR MUTUALLY RESOLVING DISPUTES. A MEDIATOR CAN HELP PARTIES REACH AGREEMENT, BUT DOES NOT DECIDE THEIR ISSUES. IN CARRIER'S MEDIATION PROGRAM, CARRIER WILL ASSIGN SOMEONE (WHO MAY BE FROM CARRIER'S COMPANY) NOT DIRECTLY INVOLVED IN THE DISPUTE TO MEDIATE. THAT PERSON WILL HAVE ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR. NOTHING SAID IN THE MEDIATION CAN BE USED IN A LATER ARBITRATION OR LAWSUIT. COMPLETING THE MEDIATION PROGRAM MEANS PARTICIPATING IN GOOD FAITH IN AT LEAST ONE TELEPHONIC MEDIATION SESSION. CUSTOMER CAN CONTACT CARRIER AT www.VerizonWireless.com OR THROUGH CUSTOMER SERVICE TO FIND OUT MORE.

22.4. ONLY AN ARBITRATOR CAN DECIDE WHETHER AN ISSUE IS ARBITRABLE. AN ARBITRATOR CAN ALLOCATE THE FEES AND COSTS OF ARBITRATION IN AN AWARD. **IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO.** ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

22.5. **IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, EACH PARTY WAIVES ANY TRIAL BY JURY.**

23. **Entire Agreement:** This Agreement, together with the Attachment 1, if applicable, contains the full and complete understanding between the parties, supersedes all prior agreements and understandings, whether written or oral pertaining to the services and cannot be modified except by a written instrument signed by both parties.

24. **Governing Law:** This Agreement shall be governed by the laws of the State of New York regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Disputes requiring arbitration shall be resolved in New York City or Dallas, TX for customers with ten (10) or more wireless devices in service and in the largest U.S. city within 200 miles of Customer's billing address for those customers with less than ten (10) devices in service.

25. **Execution of Agreement:** This Agreement may be executed in several counterparts, a copy of which shall be considered an original for all purposes whatsoever.

26. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CUSTOMER: CITY OF MUSKEGON	CARRIER: VERIZON WIRELESS MESSAGING SERVICES, LLC d/b/a VERIZON WIRELESS*
By: ______________________	By: ______________________
Name: Its Authorized Representative	Name: Its Authorized Representative
Its:	Its:
Dated:	Dated:

* Not for use in California or Texas

Date:	November 23, 2004
To:	Honorable Mayor and City Commissioners
From:	Engineering
RE:	Consideration of Bids Forest Lift Station (S-593)

SUMMARY OF REQUEST:

The contract to refurbish the Forest Ave. lift station (new pumps and accessories) be awarded to Jackson Merkey Contractors of Muskegon since they were the lowest responsible bidder, see attached bid tabulation, with a bid price of $89,240.

FINANCIAL IMPACT:

The construction cost of $89,240 plus related engineering expenses.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to Jackson Merkey

COMMITTEE RECOMMENDATION:

S-593 FOREST AVE. @ MADISON AVE. LIFT STATION REHABILITATION
BID TABULATION
November 9, 2004

ITEM	NAGEL CONSTRUCTION, INC. PO BOX 10 MOLINE, MI 49335-0010	JACKSON-MERKEY CONTRACTORS 555 E. WESTERN AVE. MUSKEGON, MI 49442
SCHEDULE OF PRICE For the entire work outlined in the contract documents and the drawing, complete as specified, using equipment and material only of the type and manufacturers where specificallly named the following LUMP SUM PRICE OF	**$128,000.00**	**$89,240.00**

MATERIAL AND EQUIPMENT
The contract documents stipulate that the base Lump Sum bid price shall include materials and equipment selected from the designated items and manufacturers listed therein.
This is to establish uniformity in bidding and establish standards of the items named.

Commission Meeting Date: November 23, 2004

Date: **November 15, 2004**

To: **Honorable Mayor & City Commission**

From: **Planning & Economic Development Department** CBC

Leisure Services Department

RE: **Stay Active Muskegon (S.A.M.)**

SUMMARY OF REQUEST: Stay Active Muskegon has been meeting as a committee for over a year. Both the Leisure Services and Planning Departments have been involved with their activities. All municipalities in the County of Muskegon are being asked to pledge their support to this important venture. S.A.M. has also begun approaching major industries in the County, requesting the same type of support. The City Commission is asked to approve the attached resolution.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached resolution and authorize the Mayor and Clerk to sign.

COMMITTEE RECOMMENDATION: None.

Resolution No. 2004-101(e)

MUSKEGON CITY COMMISSION

RESOLUTION AUTHORIZING THE ENDORSEMENT AND SUPPORT OF STAY ACTIVE MUSKEGON (SAM)

WHEREAS, the Vision of Stay Active Muskegon, S.A.M., is to create a commitment where active living becomes part of our culture; and

WHEREAS, the Mission of Stay Active Muskegon, S.A.M., is to facilitate and direct the community initiative that promotes physical activity, health conscious eating and improving community health in Muskegon County; and

WHEREAS, S.A.M. encourages Muskegon County residents and organizations to provide support for efforts to increase physical activity in all aspects on a community and individual basis; and

WHEREAS, inadequate community infrastructure designs, sedentary work places, unhealthy lifestyle choices, and poor eating habits have contributed substantially to Muskegon County's poor health status;

NOW, THEREFORE, BE IT RESOLVED THAT the City Commission will

1) Endorse and support the Vision and Mission of S.A.M.,
2) Pledge to incorporate physical activity in the above listed organization's practices, and
3) Participate in activities that will eliminate barriers of a more walkable and healthier community.

Adopted this 23rd of November, 2004.

AYES: Spataro, Warmington, Carter, Davis, Gawron, Larson, and Shepherd
NAYS: None
ABSTAIN: None

By: ______________
Mayor

Attest: Gail A. Kundinger
City Clerk

CERTIFICATION
2004-101(e)

This resolution was adopted at a regular meeting of the City Commission, held on November 23, 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. Kundinger

Gail A. Kundinger, MMC, City Clerk

Stay Active Muskegon

Active Living In a Healthy Community

About Stay Active Muskegon (SAM)

SAM's primary goal is to encourage every Muskegon County resident to get up and get moving. Most of us probably don't even realize how very sedentary our lives have become. Over 66% of Muskegon County residents are overweight. While changing the habits of an entire county must seem like an over whelming task, we have identified some simple and effective tools that can help.

First, we want to challenge you to help us get as many people in Muskegon County as possible to use a pedometer on a daily basis. National studies show that pedometer use is a terrific way for an individual to personally assess his or her own activity level. We've distributed hundreds already, but our goal must be thousands!

Second, lets work together to encourage people to move by reminding them of easy ways to increase their own mobility as they go about daily activities. By utilizing SAM's "Active Living Parking" signs, employees, shoppers, students, all of us will be reminded and encouraged to park a little further out from our destinations and take those extra, healthy steps.

As should be apparent, SAM wants to help people change from unhealthy lifestyles and routines to a whole new culture of health. But, we can still do more! For instance, SAM believes that we limit access to physical activity by the barriers that are created when developing our cities. We need to focus on Smart Growth, using the right community design based on community planning.

We need to build a community that enables and encourages people to travel by foot or by bicycle. We need to provide access to our gymnasiums that sit vacant for a majority of the time. Major changes are needed in how we proceed with community development, but also how our development supports our efforts to increase active living in our community.

Active living communities enhance the quality of life for the people who live there. This focus will strengthen the business community by attracting additional business, knowledgeable workers, and contribute to economic development.

An initiative of the Muskegon Community Health Project
565 W. Western Ave., Muskegon, MI 49440, (231) 728-3201.

SAM Committee

Ken Krause – Chair
Muskegon County Health Dept.

Donald Shampine – Co Chair
Strategic Insurance Services

Jeff Fortenbacher
Access Health

Vondie Woodbury
Muskegon Community Health Project

Christy Mack
Muskegon Area Chamber of Commerce

Yvonne Bullinger
Access Health

Dr. Byron Varnado
Hackley Health

Jeff Rubleski
Blue Cross/Blue Shield

Cathy Brubaker-Clarke
City of Muskegon

Steve Wisneski
Creative Benefit Systems

Emilie Korpi
Muskegon Community Health Project

Melissa Haug
City of Muskegon, Leisure and Recreation Services

Pat Strum
The Lakes Mall

Vicki Cox
Howmet, an Alcoa Business

Daryle Sieplinga
YMCA

Nancy Crandall
City of Norton Shores

Eva Amaya
District Court

Sally Birkam
Muskegon Community College

The Mission

SAM's mission is to facilitate and direct community initiatives that promote increasing physical activity, health conscious eating, and improving community health.

The Vision

To create a community where "active living" becomes part of our culture.

How can you help?

By bringing public and private sectors together with one focus we can engage our community in changing its culture so that physical activity and healthy lifestyles are part of our routines.

The concept is broad based and all encompassing. This makes the initiative seem daunting, yet we look at this process as a long-term commitment that will be addressed in a series of short-term goals. By presenting SAM's success to the community we hope to further engage its interest in making a change, one day at a time.

Small Steps

Build Credibility: Gaining the support and endorsement of prominent business leaders in our community will instantly build credibility for this program which will then set the foundation for more Active Living in Muskegon County.

Build Recognition: SAM is building recognition in the community by selling its pedometers. Over 2,000 people are using Stay Active Muskegon pedometers to date. Community members will also begin to notice Active Living Parking Signs throughout Muskegon County. These are great visual mechanisms in our community towards Active Living as well as Smart Growth.

Engage Community: Small, easy to run programs such as the "Pedometer Challenge" will bring an awareness to the community that physical activity and healthy choices can easily be integrated into our daily lives.

Chronic Disease Epidemic

Sixty percent of adults are overweight or obese, and diabetes rates rose 49 percent from 1990 to 2000. Seventy percent of U.S. adults do not achieve the 30-minute daily physical recommendation, and 30 percent are completely sedentary. Health care costs associated with obesity alone were estimated at $117 billion in 2000.

Source: Leadership for Active Living

An initiative of the Muskegon Community Health Project
565 W. Western Ave., Muskegon, MI 49440 (231) 728-3201.

SAM's Endorsers

Current organizations that have had the opportunity to review this program and endorsed our efforts are listed below. This list will only grow in numbers as people begin to realize the importance...

Muskegon Community Health Project
Muskegon Area Chamber of Commerce Development Committee
Access Health, Inc.
Strategic Insurance Services
Creative Benefit Systems
Hume Home
Thrivent Financial
United Way of Muskegon
Muskegon Community College
Community Shores Bank
Muskegon County
Community Foundation of Muskegon County
City of Muskegon Heights

Cost of Non-Activity

If 1 in 20 sedentary adults become physically active, a cost avoidance of $575 million per year over the next four years can be realized. This equates to jobs for over 15,400 new employees.

Source: The Economic Cost of Physical Inactivity in Michigan

Who to Contact

For more information about SAM or if you are interested in endorsing SAM, please contact Emilie at the Muskegon Community Health Project at (231) 728-3201.

Date: **November 23, 2004**

To: **Honorable Mayor and City Commissioners**

From: **Gail Kundinger, City Clerk**

RE: **Additional Taxicab License**
Port City Cab Company & Yellow Cab Company

SUMMARY OF REQUEST: Thomas Wakefield's current license is for 11 taxicabs, and he is requesting approval of an additional taxicab.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve this request.

COMMITTEE RECOMMENDATION: None.

City of Muskegon
Taxi Cab Vehicle Inspection

Cab Company Yellow Cab License Year May 1, 2004 to April 30, 2005

Cab Number 31 Year 1996 Make ISUZU

Body Style VAN VIN NO. JR2RJ1866TC002071

License Plate 6846HL Seating Capacity 4 Weight 4740

Lights

- [x] Headlights (one each side, high and low beams)
- [x] Turn signals (front and rear)
- [x] Tail lights (at least one, if equipped with two, both must work)
- [x] License plate light
- [x] Brake lights

Windshield & Mirrors

- [x] Safety Glass (no plexiglass, sufficient size to protect driver and passengers, no cracks, no obstructions, non-transparent material prohibited)
- [x] Outside rearview mirror on driver's side (adjustable)
- [ ] Half-ton or more capacity trucks outside rear view mirrors on both sides

Meter

- [x] Check fare for $1.65

Exterior

- [x] Bumpers(required on passenger vehicles, 14 to 22 inches above the ground except 4 wheel drive)
- [x] Tires (2/32 inch tread, no exposed cord or tread separation, approved for highway use by D.O.T.)
- [x] Exhaust (good working order, no excessive noise. Must include a tailpipe and resonator where the original design included a tailpipe and resonator)
- [ ] Differential gear

Interior

- [x] Horn
- [x] Bright light indicator
- [x] Windshield wipers
- [x] Windshield washers
- [x] Brakes (adequate to stop and hold the vehicle)
- [ ] Parking Brake
- [x] Safety belts (1965 and newer models)

Inspected & Approved by [signature]

Date of Approval 11-17-04

Required under Section 23-29 (2) of Code of Ordinance – City of Muskegon

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR KW
CF-WAKE

DATE (MM/DD/YYYY): 08/27/04

PRODUCER	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.	
Hirsch Branch 615 N Capitol Ave Lansing MI 48933 Phone: 517-371-2300 Fax: 517-371-5059	**INSURERS AFFORDING COVERAGE**	**NAIC #**
INSURED	INSURER A: American Casualty Insurance	
Wakefield Leasing Corp. DBA Port City Cab Company 770 W. Sherman Muskegon MI 49441	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE	$
						DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
						PRODUCTS - COMP/OP AGG	$
A		**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS X SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐	250362940	03/01/04	03/01/05	COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$100,000
						BODILY INJURY (Per accident)	$300,000
						PROPERTY DAMAGE (Per accident)	$100,000
		GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY 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

SEE ATTACHED VEHICLE SCHEDULE

CERTIFICATE HOLDER	CANCELLATION
MUSK003 City of Muskegon Fax #231-724-4178 PO Box 536 933 Terrace St. Muskegon, MI 49443	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Adam Hirsch

For: Wakefield Leasing Corp.
DBA Port City Cab Company
770 W. Sherman
Muskegon, MI
49441 616-243-2150

MOURER-FOSTER, INC.
615 N. CAPITOL AVE.
LANSING,, MI
48933 517-371-2300

Business Auto Vehicle Schedule

Policy No. 258362940

1	1995	Honda		JHMRA1878SC007452	Cab #12			X					
2	1996	Ford	Crown Vic	2FALP71W9TX134568	Cab #80			X					
3	1998	Ford		2FAFP71W5WX147531	Cab #79			X					
4	1995	Honda		JHMRA1843SC001208	Cab #35			X					
5	1999	Ford		2FAFP71W0XX181104	Cab #72			X					
6	1995	Honda		JHMRA1876SC011581	Cab #32			X					
7	1995	Honda		JHMRA1878SC009542	Cab #34			X					
8	1997	Honda		JHMRA1869VC015507	Cab #33			X					
9	1997	Mazda		JM3LV5224V0819134				X					
10	1999	Ford		2FAFP71W3XX180528				X					
11	1997	Ford		2FALP71W9VX170277				X					
12	1999	Ford		2FAFP71W1XX196655				X					
13	1999	Ford	Crown Vic.	2FAFP71W3XX157704				X					
14	1995	Mazda		JM3LV5235S0709097				X					
15	1996	Ford		2FALP71W5TX134549				X					
16	1996	Jeep		1J4FJ6857TL147286				X					
17	1996	Ford	Crown Vic	2FALP71W9TX136143				X					
18	1997	Isuzu		JR2RJ1867VC001312				X					
19	1997	Ford		2FALP71W3VX159341				X					
20	1996	Ford	Crown Vic.	2FALP71W4TX134574				X					
21	1997	Ford		2FALP71W7VX170312				X					
22	1996	Mazda		JM3LV5233T0806543				X					
23	1996	Ford	Crown Vic	2FALP71W2TX136128				X					
24	1997	Ford	Crown Vic.	2FALP71W6VX148480				X					
25	1996	Isuzu		JR2RJ1842TC002671				X					

Security enhanced document. See back for details.

25495

WAKEFIELD LEASING CORP. 11-78
770 W. SHERMAN BLVD.
MUSKEGON, MI 49441

DATE 11-17-04

9-9/720
447

PAY TO THE ORDER OF City of Muskegon $ 25.00

Twenty Five DOLLARS

Security features are included. Details on back.

Comerica

Comerica Bank
Muskegon, Michigan

FOR

Thomas Wakefield

MP

⑈025495⑈ ⑆072000096⑆ 1840363160⑈

GUARDIAN ® SAFETY ©Clarke American BA

Commission Agenda Item: #____________________

MEMORANDUM

To: Mayor and City Commissioners
From: Lee Slaughter, Assistant City Manager
Date: November 16, 2004
Re: Agreement between Nutritional Services for Older Americans, Inc (NSOA) and the City for the Use of Smith Ryerson and McGraft Park Community Buildings.

SUMMARY OF REQUEST

Staff recommends that the Mayor signs a one-year agreement with Nutritional Services for Older Americans, Inc. for the use of the Community Buildings at Smith Ryerson and McGraft Park. The agreement calls for the City to provide NSOA with the amount of $8,317 for support staff time to offer recreation and wellness services for seniors at McGraft Park. NSOA will in turn pay the monthly fee of $100 and $200 respectively for the use of each facility.

Please note that over the years these agreements have been two-year agreements. However, giving our current review of the department's facilities and operations to better determine future directions, a one-year agreement is recommended at this time.

FINANCIAL IMPACT

McGraft Park: $8,317

BUDGET ACTION REQUIRED

None.

STAFF RECOMMENDATION

Staff recommend approval.

AGREEMENT BETWEEN

NUTRITIONAL SERVICES FOR OLDER AMERICANS, INC. (NSOA)
AND
THE CITY OF MUSKEGON LEISURE SERVICS
FOR THE MCGRAFT PARK COMMUNITY BUILDING

The purpose of the agreement is to establish the working arrangements for the occupancy of the City owned McGraft Park Community Building by the Senior Nutrition Program operated by Nutritional Services for Older American, Inc. (NSOA). The specifics of this agreement shall be as follows:

1. The City of Muskegon agrees to allow use of the McGraft Park Community Building to NSOA to operate as a location for senior meals and support services for seniors in the area.

2. NSOA will pay to the City $200.00 per month as a fee for expenses of rent and utilities including garbage service.

3. A telephone will be provided at the expense of NSOA.

4. The City will provide a locked office for the program. A locked cupboard for storage in the kitchen will also be provided.

5. NSOA will provide all materials for the program meal. NSOA has full and complete responsibility for the operation of the program.

6. NSOA agrees to work with City personnel to promote recreational opportunities for seniors.

7. NSOA agrees to try to secure grants if available towards facility improvements.

8. The building will be available to NSOA from Monday through Friday during business hours – typically 9 - 3. Exceptions are voting days and the third Wednesday of the month "Shuffleboard Potlucks" during the summer. NSOA may use the building for an occasional evening event when approved by the City.

9. The care and maintenance of the facility is the City's responsibility with NSOA responsible for routine daily clean-up; which is wiping tables, counters, sinks, and spills, and disposing of food and supply waste; leaving kitchen and dining area ready for use by any other tenants.

10. NSOA provides liability insurance for its centers. Written evidence is available upon request.

11. The City agrees to financial support in the amount of $8317 for staff time for recreational programs provided at McGraft Park for the city of Muskegon seniors. These activities are wellness programs including exercise and health and a diversity of enrichment programs.

12. Either party with sixty- (60) day notice may terminate this agreement.

The inclusive dates of this agreement are October 1, 2004 through September 30, 2005.

FOR: City of Muskegon

933 Terrace Street
Muskegon, MI 49440

Bill Larson

Bill Larson
Vice-Mayor of Muskegon

12-3-04
Date

FOR: Nutritional Services
Meals on Wheels
1540 W. Sherman Blvd.
Muskegon, MI 49441

Janet E. Hansen
Chairperson of the Board

Date

AGREEMENT BETWEEN

NUTRITIONAL SERVICES FOR OLDER AMERICANS, INC. (NSOA)
AND
THE CITY OF MUSKEGON FOR
SMITH RYERSON COMMUNITY BUILDING

The purpose of this agreement is to establish the working arrangements for the occupancy of the City owned Smith Ryerson Community Building by the Senior Nutrition Program operated by Nutritional Services for Older Americans, Inc. (NSOA). The specifics of the agreement shall be as follows:

1. The City of Muskegon agrees to allow the use of portions of the Smith Ryerson Community Building for NSOA to operate a location for a senior citizens meal program.

2. NSOA will pay to the City $100.00 per month to assist with expenses of rent, utilities, and garbage service.

3. The dining area, facilities in the kitchen, and restrooms will be made available Monday through Friday form 10:30 am – 1:30 pm.

4. A steam table unit belonging to NSOA will remain as mobile equipment and is still the responsibility of NSOA, while all other kitchen equipment is the responsibility of the City.

5. NSOA will provide materials and equipment used for the program and has full and complete responsibility for the operation of the program.

6. NSOA provides liability insurance to cover its operations. Written evidence is available upon request.

7. A telephone will be provided for the NSOA staff operations at the expense of NSOA.

8. Care & maintenance of the building is the City's responsibility with NSOA responsible for daily cleaning of the food service area used, wiping tables, counters, sinks and spills and disposal of food waste into receptacles.

9. Either party with sixty- (60) day's notice may terminate this agreement.

The inclusive dates of this agreement are October 1, 2004 through September 30, 2005.

FOR: CITY OF MUSKEGON	FOR: NUTRITIONAL SERVICES
	Meals on Wheels
933 Terrace Street	1540 W. Sherman Blvd.
Muskegon, MI 49440	Muskegon, MI 49441
Bill Larson	
Bill Larson	Janet E. Hansen
Vice-Mayor of Muskegon	Chairperson of the Board
Date: 12-3-04	Date:

Date: November 23, 2004

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Interfund Transfer for Arena Improvements

SUMMARY OF REQUEST: Previously the City Commission authorized energy-related improvement projects at the LC Walker Arena. This work is now complete and the final project cost is $254,000. At the time the project was approved, it was determined that due to the relatively small size, it was not worth incurring issuance costs associated with borrowing from outside sources. Accordingly, staff recommends that $254,000 be transferred from the City's General Insurance Fund to the LC Walker Arena fund to cover project costs. The funds will be repaid over a 10-year period with interest (2.0%).

FINANCIAL IMPACT: Monthly payments in the amount of $2,337.14 will be made from the LC Walker Fund to the General Insurance fund commencing December 1, 2004. Energy savings resulting from the improvements are anticipated to largely fund this cost.

BUDGET ACTION REQUIRED: The repayment is included in the 2005 budget and will need to be included in future year's budgets as well.

STAFF RECOMMENDATION: Approval of interfund transfer.

COMMITTEE RECOMMENDATION: None.

AGENDA ITEM NO. ______________

CITY COMMISSION MEETING November 23, 2004

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: November 16, 2004

RE: Lease with the Great Lakes Naval Memorial and Museum

SUMMARY OF REQUEST:

To approve a lease with the Great Lakes Naval Memorial and Museum for property located at the Muskegon Channel. The lease is for 30 years to develop a museum and the display of the U.S.S. Silversides and museum artifacts.

FINANCIAL IMPACT:

Rent is $15,000+ per year once the museum is built.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached lease.

COMMITTEE RECOMMENDATION:

None

GROUND LEASE AGREEMENT

This Lease Agreement, made and entered into this 23 day of NOVEMBER, 2004, by and between the CITY OF MUSKEGON, of 933 Terrace Street, Muskegon, MI 49440, herein referred to as "Landlord" and the GREAT LAKES NAVAL MEMORIAL AND MUSEUM, of P.O. Box 1692, Muskegon, Michigan 49443, herein referred to as "Tenant".

ARTICLE 1. DEMISE AND PROPERTY.

1.1 Description of Property. The Landlord, in consideration of the rents hereinafter reserved and agreed to be paid by the Tenant, hereby leases and demises to the Tenant certain property located at the Muskegon Channel and 1346 Bluff Street, City of Muskegon, County of Muskegon, State of Michigan and more particularly described on Exhibit A hereof (hereinafter the "Property").

1.2 Conditions of the Lease. Landlord's lease and demise of the Property to Tenant is subject generally to the terms and conditions hereinafter set forth and to the payment, performance and observance by Tenant of each and every term and condition herein contained. Landlord and Tenant further agree:

(i) Tenant shall provide, or arrange for the provision of, electric, telephone, natural gas, water, storm and sanitary sewer lines to the property line of the Property; and

(ii) Tenant will pay any taxes and assessments levied against the Property and withhold city income taxes from employees.

ARTICLE 2. TERM.

2.1 Commencement and Duration. The date this Lease is executed by both parties shall be considered the "Effective Date" of this Lease. This Lease shall terminate on the 23 day of NOV, 2034.

2.2 Lease Year Defined. A Lease Year shall be defined in this Lease as that 12 month period during the Term of the Lease commencing on the Effective Date or the annual anniversary thereof, as may be applicable.

2.3 Definition of Lease Month. A "Lease Month" shall be defined in this Lease as those successive calendar month periods beginning with the Effective Date of this Lease.

ARTICLE 3. RENT.

3.1 Primary Term. Beginning on the date that a Certificate of Use and Compliance is issued for an Improvement on the Premises, Tenant agrees and covenants to pay to landlord or to such other person or entities at such place or places as Landlord may from time to time designate in writing, a rent in the sum of $0.50 per paid admission, with a minimum payment of $15,000 per calendar year. The primary payment will be on a pro rata basis for the first calendar year. Tenant shall provide an annual accounting of attendance in a form acceptable to Landlord. Annual payments of rent will be made on or before February 1st of each year.

3.2 Escrow. Tenant shall pay to Landlord $1,000 on or before December 1 of each year following the date that a Certificate of Use and Compliance is issued for an Improvement on the Premises to be held in escrow by Landlord. At the termination of the lease or vacation of the Property, Landlord may, in its sole discretion, use the escrowed funds for demolition and removal of any structures on the Property or for making any Improvements necessary to meet any building codes. To the extent there are any escrowed funds remaining after demolition or removal of any structures left by Tenant after the lease has terminated, the funds shall be returned, without interest, to Tenant.

3.3 Conditions of Payments. All installments of rent and other sum payable by Tenant hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment or reduction, and the obligations and liabilities of Tenant hereunder shall in no way be released, discharged or otherwise affected except as may be otherwise expressly provided herein.

ARTICLE 4. IMPROVEMENT OF THE PROPERTY.

4.1 The Leasehold Improvements. Tenant will improve the Property by constructing, at its sole cost and expense, a museum and other improvements (hereinafter the "Improvements") associated with the maintenance and display of the USS Silversides, a World War II submarine, and museum artifacts and other properties controlled by the Tenant. Tenant shall provide Landlord with a complete site plan, including the location of all proposed improvements upon the property prior to construction. Any Improvements must be approved in writing by Landlord, including zoning, site plan review, and compliance with appropriate building and construction codes. Landlord reserves the right to designate the location of Improvements.

4.2 Construction Responsibilities. Tenant shall be responsible for applying to governmental authorities for any variances, special use permits or other items necessary for the construction of the Improvements pursuant to this Lease, so that the construction of the Improvements and the use of the Improvements and Property will conform to all applicable legal requirements, including all applicable zoning laws and other zoning requirements. Tenant shall be responsible for all "tap-in" fees in connection with obtaining utility services from the applicable public utility companies. Tenant will construct all Improvements in accordance with all state, local and federal regulations, statutes and building codes, and in accordance with all applicable rules, regulations and requirements of all departments, boards, bureaus, officials and authorities having jurisdiction thereof. To the extent necessary, Landlord shall execute appropriate documents needed to support such applications and proceedings. Landlord shall not, however, be required to pay application fees or any other costs or expenses related to construction.

4.3 Construction Conditions. Tenant shall begin construction within sixty (60) months. Landlord acknowledges that Tenant is in the process of obtaining funding for the construction of the building and will keep Landlord informed as to the status of the funding. If construction has not commenced within sixty (60) months of the date of this Lease, Landlord may terminate this Lease. Once construction has commenced, Tenant shall complete construction within eighteen (18) months of commencement. Tenant shall promptly repair any damage and replace damaged items and property caused by construction. Tenant also shall cause any contractor that performs all or part of the construction to take reasonable steps to avoid excessive dust, vibrations, noise, rubble and odors from the construction. Construction shall be performed in accordance with applicable legal requirements, and shall be completed free of all mechanics' and materialmen's liens and other liens, and clear of all financing statements under the Uniform Commercial Code and related statutes. The construction shall also be performed in a good and workmanlike manner and in accordance with good construction practices.

4.4 Inspection by Landlord. Landlord shall, at all reasonable times, have the right to enter upon the Property and any Improvements thereon, to inspect them during the course of construction.

4.5 Liens. Tenant shall pay for the cost of the site investigation and the construction. Tenant shall discharge or bond over all liens arising from the site investigation and the construction. Such liens shall be discharged or bonded over within 30 days after Landlord gives Tenant notice of the existence of a lien, or Tenant otherwise receives notice of a lien.

4.6 Contractor Insurance Requirement. Tenant or its contractors and subcontractors shall not commence work under this contract until obtaining the insurance required under Article 13 below. All coverage shall be with insurance carriers acceptable to Landlord.

4.7 Additional Construction by Landlord. Landlord reserves the right at any time to make alterations, expansions or additions to the Property, provided such activities do not interfere with Tenant's ability to carry on its normal business operations nor result in a reconfiguration of the Property such that the Property become unusable to Tenant.

ARTICLE 5. CONDITIONS.

5.1 Authority. Landlord warrants that it has the authority to enter into this Lease.

5.2 Specific Conditions. This Lease is further subject to and contingent upon the following conditions and provisions (the "Conditions"):

a. Tenant obtaining from the appropriate suppliers, prior to the commencement of

Construction Work, electricity, water, and natural or propane gas and all other utilities in adequate quantities for its needs and use;

a. Tenant obtaining, at its own cost and expense, a satisfactory environmental audit of the Property prepared by an engineer or consultant selected by Tenant;

b. Tenant shall have obtained approval of signage from any governmental authority having jurisdiction over such approvals;

c. Tenant shall have obtained all environmental licenses and approvals, final site plan approvals, wetland permits, other permits (including building permits) and all other licenses and approvals from any applicable governmental authorities which are required for the improvement and operation of the Property for Tenant's intended use;

d. Tenant may, at Tenant's sole cost and expense, obtain a binder for a Tenant's policy of title insurance, issued by Land America Transnation, in which the title insurance company shall agree to insure Tenant's leasehold estate in the name of Tenant or its nominees or assigns. Such binder for title insurance shall have a face amount of $100,000 and shall include whatever special endorsements Tenant deems are necessary; and

e. Landlord shall provide Tenant copies of any surveys of the Property conducted within five years of the Effective Date.

5.3 Contingent Period. Not later than 30 days after the later of Tenant's receiving a copy of any surveys or receiving the title commitment, Tenant shall give Landlord notice if the title commitment discloses exceptions other than those exceptions which are acceptable to Tenant, and if any survey(s) disclose matters unacceptable to Tenant. Landlord shall have 20 days from the date of such notice from Tenant to have the exceptions removed from the title commitment or to correct the survey defects, or to have the title insurer insure against loss or damage that may be occasioned by the exceptions or survey defects. If Landlord fails to have the exceptions removed or correct any such survey defects, Tenant may terminate this Lease.

5.4 Consequences of Failure of Satisfaction. In the event any conditions or provisions of Paragraph 5.2 above are not satisfied during the periods in Paragraph 5.3 provided the Tenant is diligently pursing the satisfaction of the Conditions, the Tenant may extend the period for up to three successive periods of 60 days each by written notice to Landlord or terminate this Lease and all its rights, duties and obligations hereunder.

ARTICLE 6. USE OF DEMISED PROPERTY.

6.1 Permitted Uses. Tenant may use the Property for a museum and other associated structures relating to the maintenance and display of the USS Silversides, a World War II submarine, and other Tenant owned or maintained property, and for no other purpose whatsoever without the written consent of Landlord.

6.2 Prohibited Uses. It is agreed that the Property shall not be used for any use which causes or risks causing the deposit of hazardous, toxic or noxious substances on any portion of the Property, including underground portions of the Property provided that the foregoing shall not extend to the use and storage of substances customarily and ordinarily used in a business such as Tenant's and provided the same are used and stored in accordance with all applicable laws and regulations.

6.3 Compliance with Applicable Laws, Regulations. Tenant shall comply with all zoning, subdivision, building, health, safety, noise and nuisance abatement, sign and illumination control, environmental, liquor control and all other laws, ordinances, rules and regulations of federal, state, county and municipal governments having jurisdiction, which are applicable to the Property. Tenant acknowledges that the property is not currently zoned for the use intended by Tenant.

6.4 Waste and Nuisance Prohibited. Tenant shall not cause, or permit there to be caused, waste to the Property or to any Improvements constructed thereon, or to cause or permit any nuisance to others from the Property or any Improvements constructed thereon.

ARTICLE 7. COVENANT OF QUIET POSSESSION.

The Landlord covenants with the Tenant to keep the Tenant in quiet possession of the Property during the Term hereof, provided that the Tenant keeps and performs all of the covenants, agreements and undertakings to be kept and performed by it.

ARTICLE 8. TAXES.

8.1 Present and Future Taxes. Subject to Section 8.4, Tenant covenants and agrees to pay before they become delinquent any taxes and assessments assessed against the Property which are now, or hereafter may be assessed or payable during the Term of this Lease, on a due and payable basis, regardless of the time specified in the bill for which the taxes and assessments are owed. All current taxes and assessments shall be prorated at the beginning and end of the Term hereof.

8.2 Definitions. The terms "taxes and assessments," "tax" and "taxes" as used in this Article shall mean the aggregate of the real estate taxes, assessments and other governmental charges and levies, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind of nature whatsoever which may be levied, assessed or imposed or become liens upon any part of the Property or which arise out of the use, occupancy or possession of the Property by Tenant or its tenants from time to time, and also, to the extent applicable, city income tax..

8.3 Contesting of Tax by Tenant. If the Tenant desires to contest any ad valorem assessment or the validity of any tax and gives the Landlord written notice of this intention, then the Tenant may contest the assessment or tax without being in default hereunder, provided that (1) neither the Property nor any part thereof nor interest therein would be in any danger of being sold, forfeited, lost or interfered with; (2) Tenant shall have furnished such security, if any, as may be required in the proceedings or reasonably requested by Landlord; and (3) all expenses incurred in connection with such proceedings shall be paid by Tenant. Tenant agrees to indemnify and hold Landlord harmless from all costs, expenses and damages that arise as a result of Landlord's role as landlord relating to any contest made by Tenant.

8.4 Payment of Taxes. In the event the Property are not separately assessed when a bill for taxes and assessments is received, Landlord shall forward to Tenant a notice of the amount owing setting forth Landlord's reasonably detailed calculation of the amount due from Tenant together with reasonable supporting documentation. Taxes and assessments due during the Term of this Lease shall be paid by Tenant within 30 days thereafter. At such time as the Property is separately assessed, Tenant shall pay the taxes and assessments with respect to the Property directly to the taxing authority and provide Landlord with written verification of such payment prior to the due dates thereof.

ARTICLE 9. CONDITION OF PROPERTY; REPRESENTATIONS.

Tenant accepts the Property "AS IS", in its existing condition. Except as Landlord and Tenant may otherwise agree in writing, Tenant's entry into possession shall constitute conclusive evidence against Tenant that it has inspected the Property and found them to be in good order and satisfactory condition. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical conditions of the Property or any other portion of the Property or any other matter pertaining to the Property.

Landlord and Tenant acknowledge that a survey of the Property indicates certain encroachments ("Survey"). A copy of the Survey is attached as Exhibit B and the encroachments are indicated on the Survey. Tenant agrees to accept the Property subject to the encroachments and indicated on the Survey.

ARTICLE 10. MAINTENANCE AND REPAIRS.

Tenant shall be responsible for all replacements, repairs and maintenance required to be made to the Property and the Improvements. Tenant agrees to maintain said Property and Improvements in good repair and condition throughout the term of this Lease. Without limiting the generality of the foregoing, Tenant shall also be responsible for general sweeping and cleaning and snow and ice removal on the Property and shall keep and maintain in good order and repair the buildings, walkways, parking and paved areas, landscaping and all other improvements to be erected on the Property. All repairs, replacements and renewals shall be made promptly and be at least equal in quality and class to the original work. Tenant shall keep the trash in receptacles in enclosed areas.

ARTICLE 11. EQUIPMENT, FIXTURES AND SIGNS.

11.1 Tenant's Property. All furnishings, fixtures, equipment and signs used on the Property that have been supplied to or installed on the Property by Tenant will remain the property of the Tenant, and the Tenant will have the right to remove same or any part thereof from the Property during the term of this Lease, or at the expiration thereof; provided, however, that the Tenant in so doing does not cause any irreparable damage to the Property or those Improvements thereon that will remain the property of the Landlord, and provided further, that the Tenant will pay or reimburse the Landlord for the reasonable expense of repairing the damage caused by such removal.

11.2 Sign Expenses and Restrictions. The expenses of obtaining permits and compliance with state and municipal and other local statutes, ordinances and regulations for all signs to be installed at the Property shall be borne solely by Tenant.

11.3 Signs. Tenant shall be permitted to identify the Property to the public by use of interior and exterior signs and other means consistent with local laws, ordinances and regulations.

ARTICLE 12. SURRENDER OF THE PROPERTY AND ALTERATIONS.

12.1 Surrender. Upon termination of this Lease, whether as a result of the expiration of the term of this Lease or sooner termination by Landlord or Tenant, or for any cause, the Tenant shall promptly surrender possession of the Property and all buildings thereon and improvements thereto, without notice, reasonable wear and tear excepted. Title to the Improvements on the Property shall vest in the Landlord at the termination of this Lease, and until the termination or expiration of the Lease hereto, or any extensions, the building which constitutes a portion of the Improvements shall be Tenant's personal property.

12.2 Alterations. Tenant may make any alterations, additions, replacements or improvements to the Property with Landlord's prior consent provided that any alterations to the Improvements shall become part of the Improvements. All work at the Property, both before and after initial construction work, is to be at Tenant's own expense and must be performed in a good workmanlike manner, and in accordance with all municipal, state and federal requirements applicable thereto.

ARTICLE 13. INDEMNITY.

Tenant shall indemnify Landlord against and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) the carelessness, negligence or improper conduct of Tenant, any subtenant, or any of their agents, contractors, employees, customers invitees, or licensees, or (ii) any breach by Tenant, any subtenant, or any of their agents, contractors, employees, customers, invitees or licensees, of any covenant or condition of this Lease.

ARTICLE 14. INSURANCE.

14.1 General Liability Insurance. The Tenant agrees that it will, at its sole cost and expense, obtain and keep in force and effect, in the names of the Landlord and Tenant, as "named insured" parties, comprehensive general liability insurance coverage against any and all claims for personal injury or property damage occurring in, about or upon the Property during the term of this Lease. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all explosion, Collapse and Underground (SCU) Exclusions, if applicable. Such insurance shall be maintained with limits of liability of not less than $500,000.00 per occurrence combined single limit for both bodily injury and property damage, and $2,000,000.00 annual aggregate. Comprehensive general liability shall be on an occurrence basis.

14.2 Fire and Extended Coverage. The Tenant agrees that it will, at its cost and expense, obtain and keep in force and effect in the names of the Landlord and Tenant, as "named insured" parties, as their interests may appear, an "all risk" or "risks of physical loss" insurance policy or policies, or the insurance industry equivalent, protecting the building and all Improvements on the Property from loss or damage within the coverage of such insurance policy(ies) for a sum not less than 100% of the greater of the full insurable value thereof or the replacement value, if available, of said building(s) and Improvements, excluding foundation and site work.

14.3 Workers' Compensation Insurance. Tenant or its contractors and subcontractors shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

14.4 Insurance Policy Requirements. Under all policies of insurance referred to in Section 14.1 and 14.2 above, Tenant agrees to cause the insurance companies issuing the aforesaid policies of insurance to forward to Landlord certificates of insurance. All insurance provided by Tenant as required by this Article shall be procured from companies authorized to do business in Michigan and written by companies reasonably acceptable to Landlord. All such insurance policies shall provide for payment of loss thereunder to Tenant, renewals of the policies shall be delivered to Landlord at least 30 days prior to written notice to Landlord, and notice of cancellation and non-renewal. All insurance provided for in this Lease may be in the form of a general coverage, floater policy or blanket policy which may be furnished by Tenant or any entity related to Tenant.

14.5 Tenant Property. In addition to all other insurance required in this Lease to be carried by Tenant, Tenant shall carry insurance to cover other property, fixtures, furnishings, equipment and inventory, and such policy or policies shall include waiver(s) of subrogation as required in Article 16.

14.6 Proof of Insurance Coverage. The Contractor and Subcontractors shall provide the Landlord at the time the contracts are returned by him for execution, certificates and policies endorsing the Landlord as additional insured as listed below:

a. Two copies of Certificate of Insurance for Workers' Compensation Insurance;

b. Two copies of Certificate of Insurance for Commercial General Liability Insurance;

c. Original Policy, or original Binder pending issuance of policy, for Owner's and Contractor's Protective Liability Insurance; and

d. If so requested, Certified Copies of all policies mentioned above will be furnished.

14.7 Insurance Proceeds. Landlord and Tenant agree that in the event of loss under any policy or policies required above, Tenant shall proceed with the repair and restoration of the Property, including for damage or destroyed buildings and other Improvements in accordance with Article 15 hereof and that the insurance proceeds shall be paid to Tenant for application to such repair and restoration. If, for any reason, Landlord must perform repair or restoration following a loss, proceeds of insurance necessary to perform such repair and restoration shall be and become the absolute property of Landlord. In the event this Lease is terminated, all proceeds of insurance and all claims against insurers shall be and become the absolute property of Landlord.

ARTICLE 15. OBLIGATION TO REBUILD.

15.1 Conditions of and During Rebuilding. Subject to the provisions of Section 15.2, in the event the Improvements on the Property are damaged or rendered totally or partially untenantable by fire or other casualty, Tenant will immediately give Landlord written notice thereof, and the Tenant will repair or restore said buildings and Improvements to their condition prior to such fire or casualty. Repair and restoration hereunder shall include rebuilding the building and other Improvements in order that the Property shall contain buildings and other improvements of the same general type of construction or better. The proceeds of the pertinent insurance policy or policies, hereinabove mentioned, shall be applied to the cost of repairing or restoring said buildings and Improvements.

15.2 Tenant's Right to Avoid Rebuilding. Should the buildings and Improvements on the Property be so damaged or destroyed so as to render same totally or substantially untenantable, Tenant shall have the right and option to declare the Lease terminated, and in the event of the exercise of same by Tenant, the insurance proceeds shall be distributed to the Tenant and the Landlord as follows:

(iii) The Tenant shall be entitled to the portion of the insurance proceeds that are designated as being applicable to damage to the Tenant's furniture, trade fixtures, equipment, material, supplies and other items of personal property of the Tenant located within the Property.

(iv) The Landlord shall be entitled to that portion of the insurance proceeds that are designated as being applicable to damage to the Improvements.

If Tenant desires to exercise its option to terminate, it shall make known its intention to do so by written notice delivered to the Landlord within 90 days after the date of such damage or destruction. If Tenant does not exercise such option, then this Lease shall not terminate and Tenant shall rebuild the building and Improvements pursuant to Section 15.1 above.

ARTICLE 16. WAIVER OF SUBROGATION.

Landlord releases Tenant and Tenant's officers, directors, employees, volunteers and agents from liability for loss or damage to the Property that is covered by valid and collectible fire insurance with an extended coverage endorsement. Tenant releases Landlord and Landlord's employees, agents, officers, elected officials and volunteers from liability for loss or damage to any of Tenant's property situated in the Property that is covered by valid and collectible fire insurance with an extended coverage endorsement. The foregoing releases shall not be limited to the liability of the parties to each other, but shall also apply to any liability to any person claiming through or under the parties pursuant to a right of subrogation or otherwise. The releases shall apply even if the loss or damage shall have been caused by the negligence of a party or any person for whom a party may be responsible. Each fire and casualty insurance policy carried by Tenant with respect to Tenant's property and by Landlord with respect to the Adjacent Property shall include a waiver of subrogation clause or endorsement.

ARTICLE 17. CONDEMNATION.

17.1 Total Condemnation. In the event that all of the Property are taken or condemned by any competent authority for any public or quasi-public use or purpose, this Lease will terminate as of the date of the title transfer. If there is less than total condemnation of the Property, but the remainder of the Property are not, in the Tenant's reasonable judgment, conducive for Tenant to effectively carry on its business therein, then this Lease shall terminate as of the date of the title transfer.

17.2 Restoration of Property. In the event of a partial taking that does not result in termination of this Lease, the net award shall be applied to pay the cost of restoration of the Property in the manner provided in Article 14 for paying out insurance proceeds. The balance, if any, shall be paid to Landlord.

17.3 Distribution of Condemnation Award. Subject to the provisions of Sections 17.1, 17.2

and 17.3 and except as specifically set forth below, the entire compensation award for any taking shall belong to and be the property of Landlord, including, but not limited to, all damages as compensation for diminution in value of the leasehold, reversion and fee, without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns such award to Landlord, except that Tenant shall be entitled to receive such portion thereof as may be allocated to compensation for Tenant's trade fixtures and costs of removal of Tenant's property and relocation expenses and any other award that does not have the affect of reducing Landlord's award, provided that Tenant proves such damages in any condemnation proceeding.

ARTICLE 18. ENTRY BY LANDLORD.

Landlord may enter the Property at reasonable times upon reasonable notice for the purpose of inspecting them, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease, or making such repairs or alterations as it is required or permitted to make. The obligations of Tenant under this Lease shall not be affected by any such entry.

ARTICLE 19. ASSIGNMENT OR SUBLETTING.

19.1 Tenant may not assign, sublease or transfer its interest in this Lease or the Property or any part thereof without the express written consent of Landlord. Landlord may at its sole discretion grant or deny Tenant's request to assign, sublet or transfer for any reason. Any assignment, transfer, hypothecation or mortgage of this Lease without Landlord's express written consent or as herein restricted shall entitle the Landlord to reenter and repossess the Property. In the event of any subletting, assignment or other transfer under this Section, Tenant shall remain jointly and severally liable with the sublessee, assignee or transferee, for the obligations of Tenant under this Lease. No assignment or subletting and no acceptance by Landlord of any rent or other sum of money from any assignee or sublessee shall release the Tenant from any of its obligations under this Lease. Copies of all subleases and assignment and transfer documents shall be provided to the Landlord within 30 days after they are signed.

ARTICLE 20. DEFAULT.

20.1 Events of Default. In the event the Tenant fails to pay when due any of the rentals or other amounts provided for herein or fails to promptly keep and perform any other affirmative covenant in this Lease, the Landlord, prior to taking any other action, shall give the Tenant notice specifying the default(s). The Tenant shall have 10 days after receipt of same notice to correct any default in the payment of rents or other sums due hereunder, and 30 days after receipt of said notice to correct any other default(s). If the Tenant fails to correct said default(s) within the specified time; or if Tenant shall file a petition in voluntary bankruptcy under the federal bankruptcy act or similar law, state or federal, whether now or hereafter existing, or any answer admitting insolvency or inability to pay its debts, or fails to obtain a vacation or stay of involuntary proceedings within 90 days, as hereinafter provided; or if Tenant shall be adjudicated as bankrupt, or a trustee or receiver shall be appointed for Tenant or for all of its property or the major part thereof in any involuntary proceedings, or any court shall have taken jurisdiction of the property of Tenant or the major part thereof in any involuntary proceeding for reorganization, dissolution, liquidation, or winding up of Tenant, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise within 90 days; or if Tenant shall make an assignment for the benefit of its creditors or if Tenant shall be in default on any mortgage secured by Tenant's interest in this Lease or affecting the Property beyond any applicable cure period; then in any such event the Landlord may, at its election, declare the term of this Lease ended and with or without electing to terminate this Lease, which election shall only be made in writing, re-enter the leased Property and the buildings and any other improvements thereon, with or without process of law, and take possession thereof by reasonable force, without re-entry and repossession working a termination of this Lease with forfeiture of the rents to be paid and the covenants to be performed by Tenant during the full term of this Lease; and/or Landlord may relet the Property.

20.2 Additional Tenant Notice. In the event that this Lease is assigned or transferred by the Tenant with Landlord's consent, but without Tenant's being released hereunder, and should any default occur requiring notice as hereinbefore provided in this Article, Landlord agrees that it will furnish Tenant with a copy of such notice at the same time that it is sent to such assignee or transferee. In the event that such default is not corrected by such assignee or transferee during the specified time period, the Tenant shall have an additional period of 10 days to correct such default, and, upon correction of such default, the Tenant shall have the right and option to resume actual possession of said Property as Tenant for the unexpired term of the lease.

20.3 Remedies Cumulative. The foregoing provisions for the termination of this Lease, at Landlord's election for any default, shall not operate to exclude or suspend any other remedy of Landlord for breach of any portion of the Lease by Tenant or for the recovery of rent, additional rent, any other sums owing hereunder, or any advance by Landlord made under this Lease. Each right, power and remedy of Landlord provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all such other rights, powers or remedies.

20.4 Diligent Cure of Default. If any default by Tenant occurs, other than in the payment of money, which cannot with due diligence be cured within a period of 30 days, and if the Tenant commences to eliminate the cause of such default within said 30 day period and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure the default(s) and notifies Landlord accordingly, then the Landlord shall not have the right to declare the Lease terminated by reason of such default.

ARTICLE 21. ATTORNEY'S FEES.

The Landlord and Tenant agree that in the event that either receives a court's judgment against the other, the unsuccessful party shall pay all court costs, including the other party's reasonable attorney's fees, that may be incurred because of any adjudicated breach by either party or any condition of covenant in this Lease.

ARTICLE 22. WAIVER.

The failure of the Landlord or Tenant to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Lease, or to exercise any option herein conferred, in any one or more instances shall not be construed as a waiver of the same or any other term, condition, undertaking or option.

ARTICLE 23. NOTICE.

All notices required hereunder shall be in writing and shall be mailed by Certified or Registered Mail, postage prepaid, addressed to the following:

Landlord: The City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536
Attn: City Manager

Tenant: Great Lakes Naval Memorial and Museum
P.O. Box 1692
Muskegon, MI 49443-1692
Attn: Executive Director

Any party desiring change of address shall make such change known in writing to the other party. Properly mailed notices that are delivered to the place to which they are properly addressed shall be effective when received. If a properly mailed notice is delivered to the place to which it is properly addressed and is refused or unclaimed, notice shall nevertheless be effective when delivered. In the event a properly mailed and addressed notice from Landlord to Tenant is refused or unclaimed, Landlord may effectively serve such notice by delivery to the Property, or by ordinary U.S. Mail effective upon mailing.

ARTICLE 24. RECORDATION, SHORT FORM.

This Lease shall not be recorded. Landlord agrees, upon Tenant's request, to execute a short form of this Lease, entitled Memorandum of Lease. Tenant may record such short form Lease at its sole cost and expense. The provisions of this Lease shall control, however, in regard to any omissions from said short form, or in respect to any provisions of this Lease that may be in conflict with such short form.

ARTICLE 25. PARTIES BOUND.

The terms, covenants, agreements, conditions and undertakings contained herein shall be binding upon and shall inure to the benefit of the heirs, successors in interest and assigns of the parties hereto.

ARTICLE 26. ENTIRE AGREEMENT, MODIFICATION, SEVERABILITY.

This Lease contains the entire agreement between the parties hereto and no representation, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Lease will alter the covenants, agreements and undertakings herein set forth. This Lease shall not be modified in any manner, except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 27. UTILITIES PAYMENTS.

The Tenant will pay when due all usage charges for gas, water, electricity and any other utility service provided to or used on the Property by or for the Tenant. In the event there is a failure of a utility company to provide heat, electricity or other power, there shall be no liability on the part of the Landlord, unless caused by Landlord's negligence or misconduct.

ARTICLE 28. ENVIRONMENTAL MATTERS.

Tenant agrees that during the Lease Term and throughout its occupancy of the Property, it shall be responsible for environmental matters related to the Property and Landlord's property as follows:

a. The term "Hazardous Substance," as used in this Lease, shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde (such as foam insulation), asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, or any other substances the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county or municipal statute, law, ordinance or regulation now or any anytime hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, 42 U.S.C. §§9601 *et seq.*), the

Hazardous Materials Transportation Act (49 U.S.C. §§1801 *et seq.*) the Resources Conservation and Recovery Act (RCRA, 42 U.S.C.§§6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §§1251 *et seq.*), the Clean Air Act (42 U.S.C. §§7401 *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. §§2601 *et seq.*), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§11001 *et seq.*), and the Occupational Safety and Health Act (OSHA 29 U.S.C. §§651 *et seq.*), as these laws have been amended or supplemented.

b. Tenant shall not cause: (A) any violation of any federal, state or local law, ordinance or regulation now or thereafter enacted, related to environmental conditions on, under or about the Property, or arising from Tenant's use or occupancy of the Property, including without limitation, soil and ground water conditions; or (B) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under, or about the Property, or the transportation to or from the Property of any Hazardous Substance, except for use and storage only of substances customarily and ordinarily used in a business such as Tenant's provided the same are used and stored in accordance with all applicable Laws and regulations.

c. Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").

d. Tenant shall indemnify, defend and hold harmless Landlord, and its employees from all fines, suits, procedures, claims, damages, judgments, and actions of every kind, and all costs associated therewith (including attorney's and consultant's fees) arising out of or in any way connected with any deposit, spill, discharge, or release of any Hazardous Substance caused by Tenant, that occurs during the term of this Lease, at or from the Property, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all governmental authorities under the Laws and all other environmental laws. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Property and such results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Property to the condition existing prior to the presence of any such Hazardous Substance on the Property.

e. Landlord shall indemnify, defend and hold harmless Tenant, and its officers, directors and employees from all fines, suits, procedures, claims, damages, judgments and actions of every kind and all costs associated therewith (including attorney's and consultant's fees) arising out of or in any way connected with any deposit, spill, discharge or other release of a Hazardous Substance which occurred prior to the Commencement date or that is caused by Landlord, its agents or employees, that occurs during the term of this Lease, at or from the Property.

Tenant's and Landlord's obligations and liabilities under this Section shall survive the expiration of this Lease.

ARTICLE 29. LEASEHOLD MORTGAGE.

29.1 Right to Mortgage Leasehold. Tenant shall have the right to mortgage its interest in this Lease to a bank, insurance company or other bona fide institutional lender, provided that any such leasehold mortgage shall be subject and subordinate to the rights of the Landlord hereunder, and the rights of any present or future mortgagee of Landlord that uses the Property as security, and provided that all the terms and conditions of the Tenant's mortgage loan are reasonably satisfactory to Landlord. In no event shall Landlord be required to subordinate its fee simple title in the Property to Tenant's leasehold mortgage or mortgagee.

29.2 Notice to Leasehold Mortgage. If Tenant shall mortgage its interest in this Lease in accordance with this Article, and if Tenant or the leasehold mortgage shall have notified Landlord in the manner hereinafter provided for the giving of notice by Tenant to landlord of the address to which any notices to the leasehold mortgagee are to be mailed, then Landlord shall not be empowered to terminate this Lease by reason of the occurrence of any default, unless and until landlord shall have given the leasehold mortgagee a copy of its notice to Tenant of such default and leasehold mortgagee has received an opportunity to cure such default as provided in Section 31.3 below.

29.3 Leasehold Mortgagee's Right to Cure. The leasehold mortgagee shall have the right to remedy any default under this Lease or to cause the same to be remedied and Landlord shall accept such performance by or at the instance of such leasehold mortgagee as if the same had been made by Tenant. There shall be added to any grace period allowed by the term of this Lease to Tenant for curing any default, an additional 30 days (or if a non-monetary default cannot be reasonably cured with said 10 day period, and the leasehold mortgagee thereafter diligently pursues to cure such default, such additional period as is required), for such leasehold mortgagee to cure the same beyond the time allowed to Tenant.

29.4 Holder Through Foreclosure. The leasehold mortgagee may become the legal owner and holder of Tenant's leasehold estate under this Lease by foreclosure of its leasehold mortgage or as a result of the assignment of Tenant's leasehold interest in lieu of foreclosure.

29.5 New Lease with Leasehold Mortgagee. In the event of termination of this Lease or any succeeding lease made pursuant to the provisions of this Lease prior to its expiration date, Landlord will enter into a new lease of the Property with the leasehold mortgagee, for the remainder of the term, effective as of the date of such termination, at the rent, additional rent and upon the covenants, agreements, provisions and terms hereof, provided that the leasehold mortgagee makes written request to Landlord for such new lease within 30 days from the date of such termination and such written request is accompanied by payment of all amounts then due to Landlord and by curing of any other defaults which are susceptible of being cured by the payment of money.

ARTICLE 30. REAL ESTATE BROKER.

Landlord and Tenant each represent and warrant to the other that they have not dealt with any real estate broker or agent or any finder in connection with the transaction represented by this Lease. Landlord and Tenant each hereby indemnify and agree to save harmless the other party from and against the claims of or liability to any real estate broker or agent or any finder for commissions or fees in connection with the transaction.

ARTICLE 31. SALE OF PROPERTY BY LANDLORD.

In the event of the sale, transfer or assignment by Landlord of the Property or the real estate of which the Property form a part, it shall be sold subject to this Lease. Provided the Transferee assumes in writing all of Landlord's obligations under this Lease and such written instrument is provided to Tenant within 30 days of the transfer, the original Landlord shall then be released of all obligations under this Lease accruing subsequent to the date of transfer, and the new owner shall be responsible, as the new Landlord, under the terms and conditions of this Lease. It is the intent that this Lease shall run with the land and not be personal to the landowner.

ARTICLE 32. REPRESENTATION OF NEITHER PARTY.

The parties have reached an agreement in this matter independent of any representation from attorney William J. Meier, John C. Schrier or the law firm of Parmenter O'Toole. The parties acknowledge that Parmenter O'Toole represents both Landlord and Tenant in various matters. However, Parmenter O'Toole has never in any capacity represented either party in this transaction or in any negotiations between Landlord and Tenant. The parties have requested that Parmenter O'Toole draft this Agreement consistent with their agreement and Parmenter O'Toole has agreed to do so acting only as a scrivener. Parmenter O'Toole has drafted this Agreement on behalf of neither party, but it may contain provisions that may be adverse to Landlord and Tenant. Both parties are strongly encouraged to retain independent counsel to review the documents and advise the parties. Both parties agree they have not retained Parmenter O'Toole in this transaction other than to put their agreement in writing and neither shall depend on Parmenter O'Toole for legal advice with regard to this transaction.

ARTICLE 33. OPTION TO RENEW

If Tenant is not in material default in the performance of any of the terms, covenants and conditions in this Lease, Tenant may extend the term of this Lease for one additional term of 30 years. In order to exercise this option, Tenant must give notice of its intent to exercise the option to Landlord at least 90 days prior to the expiration of the initial term. If Tenant does not give such notice at least 90 days prior to the expiration of the initial term, the right of Tenant to exercise the option will expire and the term of this Lease will end at the end of the initial term.

The terms of this Lease shall remain in full force and effect during any renewal term.

ARTICLE 34. MISCELLANEOUS PROVISIONS.

34.1 Captions. Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision herein.

34.2 Applicable Law, Venue and Jurisdiction. This Lease shall be construed under the laws of Michigan and shall not be construed strictly in favor of or against either Landlord or Tenant in resolving ambiguities or disputes concerning its terms.

34.3 Gender, Singular and Plural. Whenever in this Lease words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they so apply and vice versa, and words in this Lease that are singular shall be read as plural whenever the latter apply and vice versa.

34.4 Force Majeure. In the event there is a strike, riot, act of God, shortage of material or other thing or item beyond the control of the Landlord or Tenant preventing the Landlord or Tenant from performing under this Lease, it shall not constitute a breach or other violation of this Lease for so long as Landlord or Tenant is disabled by such act or governmental regulation from performing hereunder, provided, however, that Tenant shall not be excused from paying the rent reserved under this Lease solely by reason of this Section.

34.5 Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to limit to the extent necessary so that they will not render this Lease invalid, illegal or unenforceable, the validity of the other terms of this Lease shall be deemed an original copy hereof, this 23RD day of NOVEMBER, 2004.

IN WITNESS WHEREOF, the said Landlord and the said Tenant, by their duly authorized officers or partners, have set their hands in duplicates, each of which shall be deemed an original copy hereof, this 23 day of NOVEMBER, 2004.

Witnesses:	**Great Lakes Naval Memorial and Museum**
William A. Weske	By: ________________
Dean A. Rochnogl	
	City of Muskegon
Irene Dempsey Irene Dempsey	By: ________________ Stephen J. Warmington, Its Mayor
JoAnn Krukowski JoAnn Krukowski	and Gail A. Kundinger Gail A. Kundinger, MMC, Its Clerk

EXHIBIT A

Legal for Property

Lots 1 and 2, Block 748, vacated Lake Street adjacent to Lot 1 and the West 1/2 of Browne Street vacated North from the South line of Lot 6, Block 745 extended, all being in the Revised Plat of 1903 of the City of Muskegon, Section 28, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan.

and

Lots 2, 4, 5 and 6, Block 745, vacated Lake Street adjacent to Lots 2, 3, 4, 5 and 6, Block 745 and the East 1/2 of Browne Street vacated North from the South line of Lot 6, Block 745 extended, all being in the Revised Plat of 1903 of the City of Muskegon, Section 28, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan.

EXHIBIT B

SURVEY

Commission Meeting Date: November 23, 2004

Date: **November 16, 2004**

To: **Honorable Mayor & City Commission**

From: **Community and Neighborhood Services Department**

RE: **Approval of Contractor for Construction of three homes under Walton Street Renaissance AKA Hilltop View.**

SUMMARY OF REQUEST: To approve the contract with Rich Construction P.O. Box 125 Fremont, Michigan who submitted the lowest bid for the first phase of construction for three homes on Walton Street for the aggregate price $352,214. The name of the project is Walton Street Renaissance AKA Hilltop View. The CNS department received four other bids.

Bantam Group 962 Stonewood Spring Lake $365,110.

Paul Witek Builders 766 Snaedle Dr. Whitehall $367,320

TopNotch Design 4740 Jensen Fruitport $386,250,

Wasco/Briggs Enterprise 525 Dangl Road Muskegon $481,662

This project is a joint venture between The City of Muskegon Community and Neighborhood Services, Neighborhood Investment Corporation and Fifth Third Bank

FINANCIAL IMPACT: The funding for the project will be taken from the City's 2003 HOME funds, Neighborhood Investment Funds and Funds allocated by Fifth Third Bank. The City of Muskegon Contribution will $285,000.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the contract with the fore mentioned contractor and direct the Mayor and Clerk to sign the contract.

COMMITTEE RECOMMENDATION: None needed.

view floor plans & home design features for Traditional house plan 47-344

Floor plans for Traditional house plan 47-344

Email this page (enter email):
send

Traditional style homes are some of the most common built throughout the United States. Traditio homes usually do not have porches but may feature covered entryways. Hip main roofs and bold, f gables are common.

View floor plans and home design features for this Traditional style house plan. Scroll down to view elevations and all floor plans. You can add this Traditional style plan to your list of favorite house p

unique house plans

Save this Plan

print image

Traditional House Plan 47-344 details

Bedrooms:	3
Bathrooms:	2.0
House Levels:	3
Garage Stalls:	2
House Width:	44 ft
House Depth:	43 ft
Main Floor Area:	1363 sq ft
Lower Floor Area:	848 sq ft
TOTAL LIVING AREA:	1363 sq ft
5-Set Plan Price:	**$520**

(Construction Set) more info

See estimated cost to build plan

House Plan Features

- suited for view lot
- suited for narrow lot
- suited for hillside
- peninsula / eating bar
- nook / breakfast area
- upstairs master bedroom
- garage under
- workshop
- unfinished / future space
- storage area
- daylight basement

House Foundations Available

- Daylight basement (no additional charge)

(If your foundation preference is not available, please contact us)

House Plan Options Available

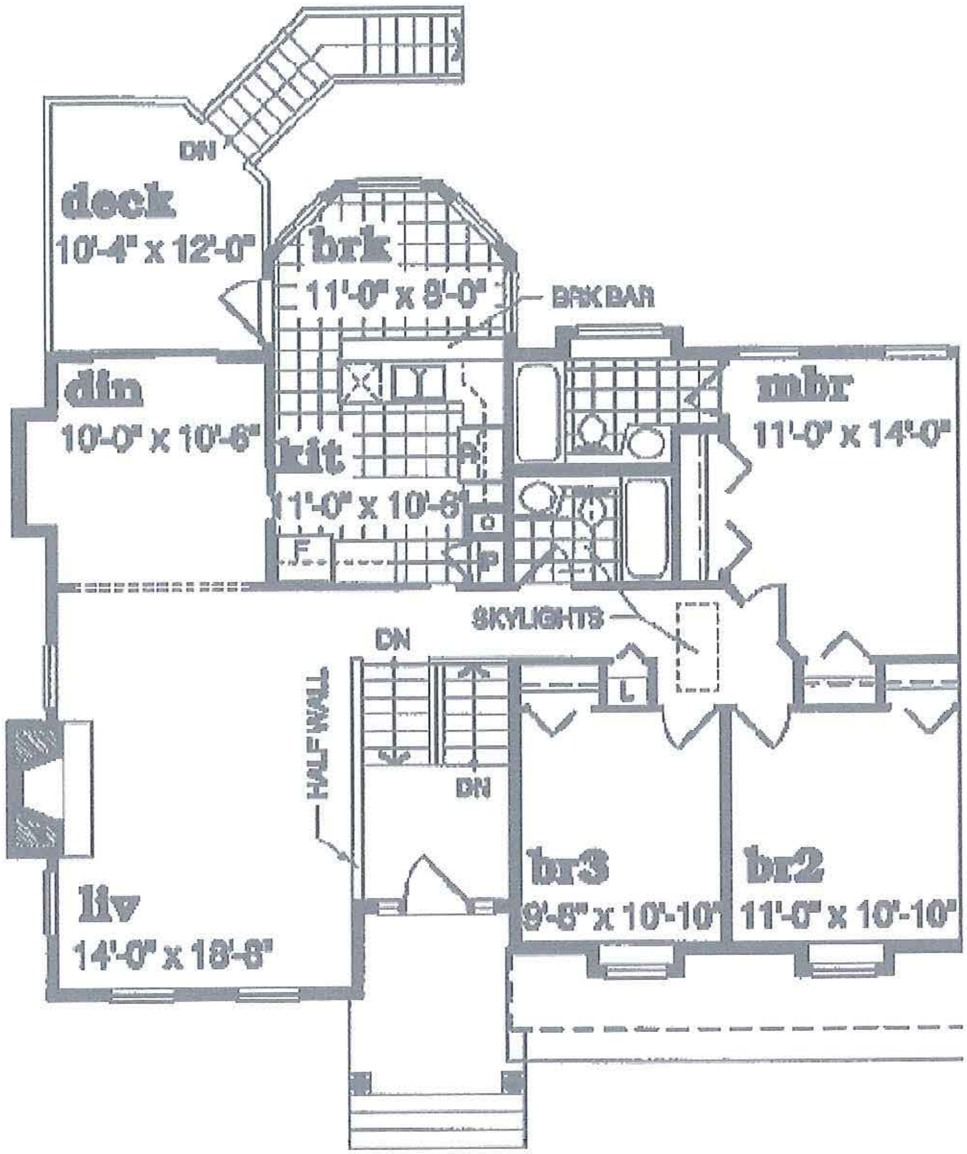
- Single Plans Set ($480 total) more info
- Reproducible Plans Set ($720 total) more info
- CAD File Plans Set ($1040 total) more info
- House Materials List ($75 extra) more info
- Right-Reading Reversed ($245 extra) more info
- Mirror-Reversed more info ($55 extra) more info

More house plans by this designer

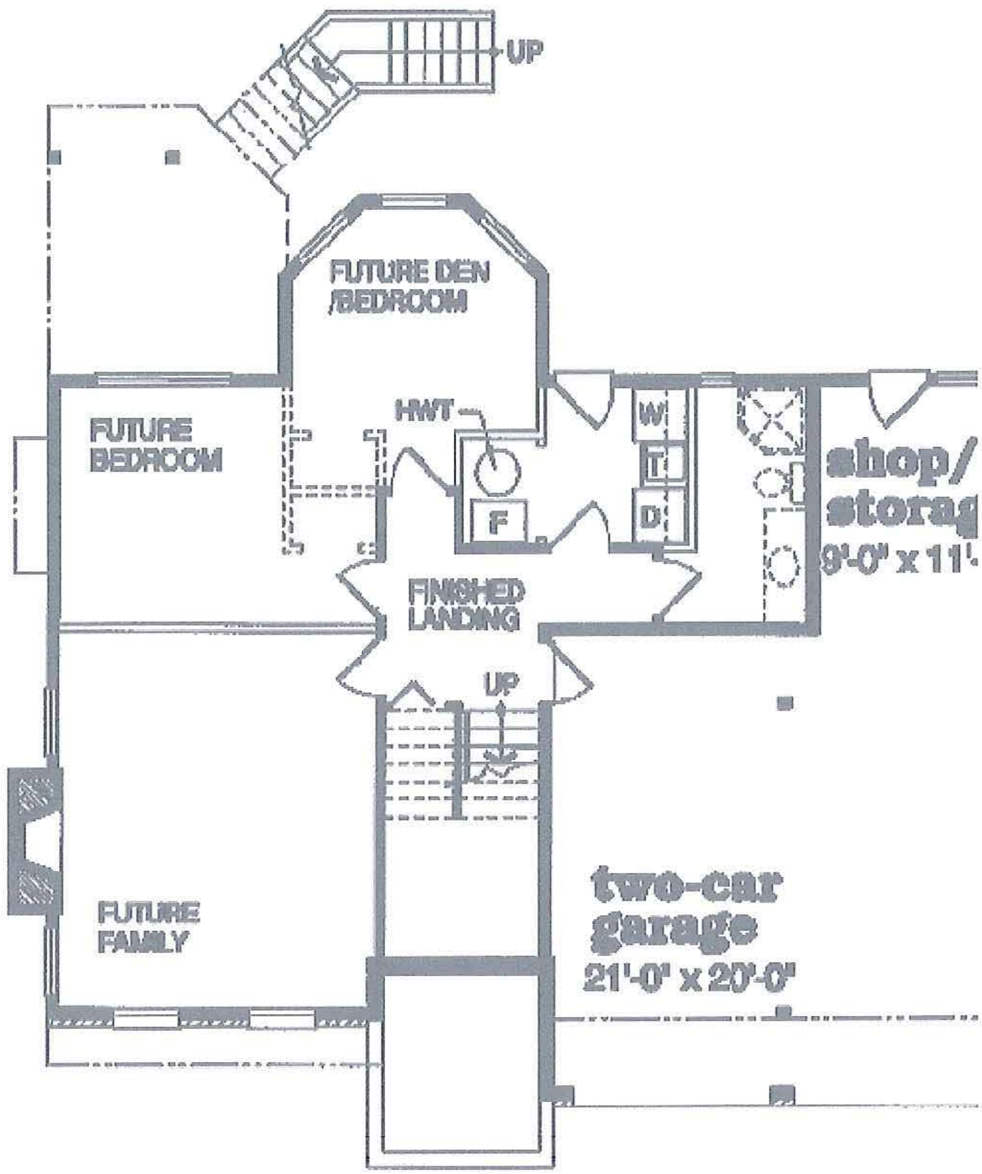
Proceed to Plan Order Options & Pricing

(scroll down to see floor plans)

Main Floor Plan print image


DN
deck
10'-4" x 12'-0"
brk
11'-0" x 8'-0"
BRK BAR
din
10'-0" x 10'-6"
kit
11'-0" x 10'-6"
F
R
D
P
mbr
11'-0" x 14'-0"
SKYLIGHTS
DN
HALF WALL
DN
L
liv
14'-0" x 18'-8"
br3
9'-8" x 10'-10"
br2
11'-0" x 10'-10"

Lower Floor Plan print image



view floor plans & home design features for Traditional house plan 20-415

Floor plans for Traditional house plan 20-415

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Traditional style homes are some of the most common built throughout the United States. Traditio homes usually do not have porches but may feature covered entryways. Hip main roofs and bold, f gables are common.

View floor plans and home design features for this Traditional style house plan. Scroll down to view elevations and all floor plans. You can add this Traditional style plan to your list of favorite house p

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Traditional House Plan 20-415 details		
Bedrooms:	3	**House Plan Features**
Bathrooms:	2.0	· suited for hillside
House Levels:	3	· volume / vaulted ceiling
Garage Stalls:	2	· open floor plans
House Width:	53 ft	· great room
House Depth:	30 ft	· kitchen island
Main Floor Area:	1385 sq ft	· upstairs master bedroom
TOTAL LIVING AREA:	1385 sq ft	· walk-in closet
5-Set Plan Price:	**$725**	· garage under
(Construction Set) more info		· unfinished / future space
		· daylight basement
See estimated cost to build plan		

House Foundations Available

· Daylight basement (no additional charge)

(If your foundation preference is not available, please contact us)

House Plan Options Available

· Study Plans Set ($250 total) more info
· Reproducible Plans Set ($845 total) more info
· House Materials List ($50 extra) more info
· Mirror-Reversed more info
· Modifiable Design more info

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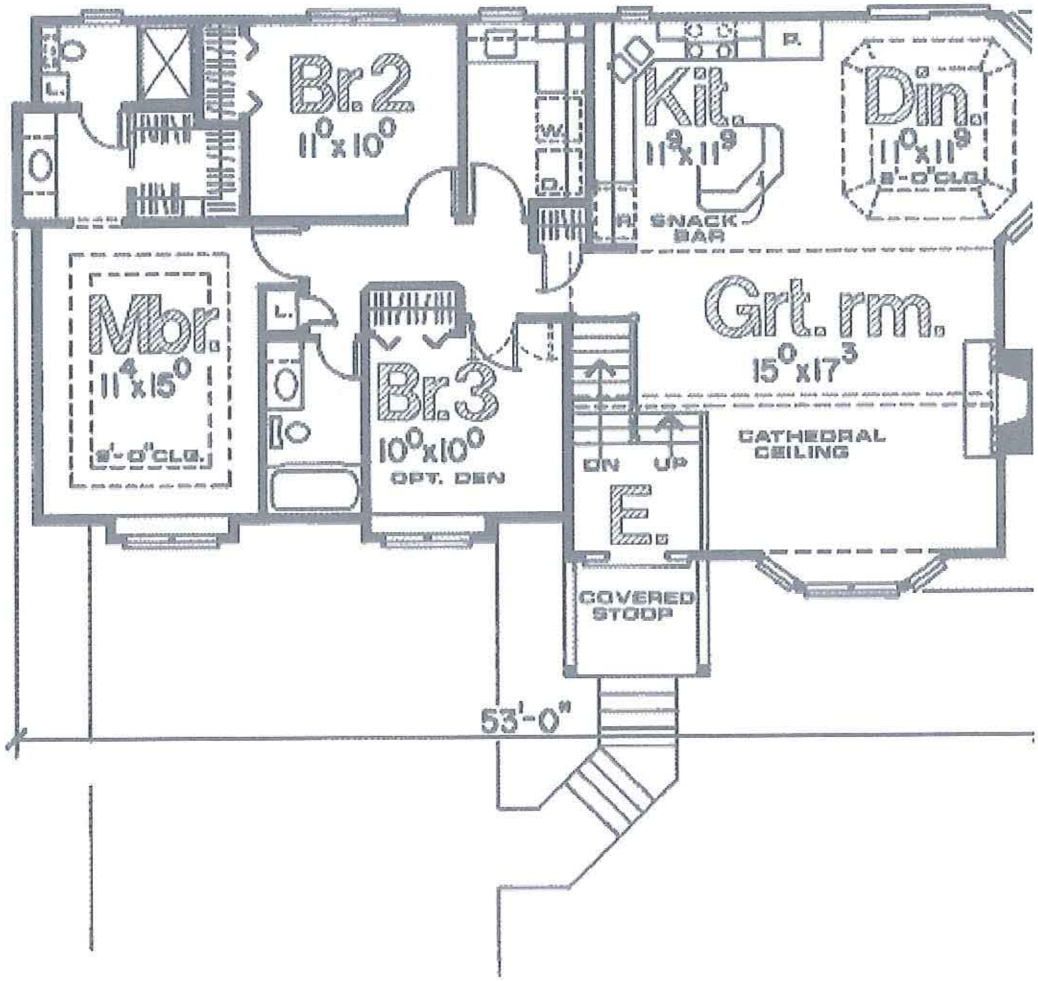
(scroll down to see floor plans)

Main Floor Plan

print image


Br. 2
$11^0 \times 10^0$
Kit.
$11^9 \times 11^9$
Din.
$11^0 \times 11^9$
8'-0" CLG.
W.
D.
R.
SNACK BAR
L.
Mbr.
$11^4 \times 15^0$
8'-0" CLG.
L.
Br. 3
$10^0 \times 10^0$
OPT. DEN
Grt. rm.
$15^0 \times 17^3$
CATHEDRAL CEILING
DN
UP
E.
COVERED STOOP
53'-0"

view floor plans & home design features for Traditional house plan 47-236

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Floor plans for Traditional house plan 47-236

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Traditional style homes are some of the most common built throughout the United States. Traditio homes usually do not have porches but may feature covered entryways. Hip main roofs and bold, f gables are common.

View floor plans and home design features for this Traditional style house plan. Scroll down to view elevations and all floor plans. You can add this Traditional style plan to your list of favorite house p

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Traditional House Plan 47-236 details		
Bedrooms:	3	**House Plan Features**
Bathrooms:	1.0	· upstairs master bedroom
House Levels:	3	· unfinished / future space
Garage Stalls:	2	· daylight basement
House Width:	55 ft	
House Depth:	44 ft	
House Height:	19 ft info	
Main Floor Area:	1257 sq ft	
Lower Floor Area:	1092 sq ft	
TOTAL LIVING AREA:	1257 sq ft	
5-Set Plan Price:	**$520**	
(Construction Set) more info		
See estimated cost to build plan		

House Foundations Available

· Daylight basement (no additional charge)

(If your foundation preference is not available, please contact us)

House Plan Options Available

· Single Plans Set ($480 total) more info
· Reproducible Plans Set ($720 total) more info
· CAD File Plans Set ($1040 total) more info
· House Materials List ($75 extra) more info
· Mirror-Reversed more info ($55 extra) more info

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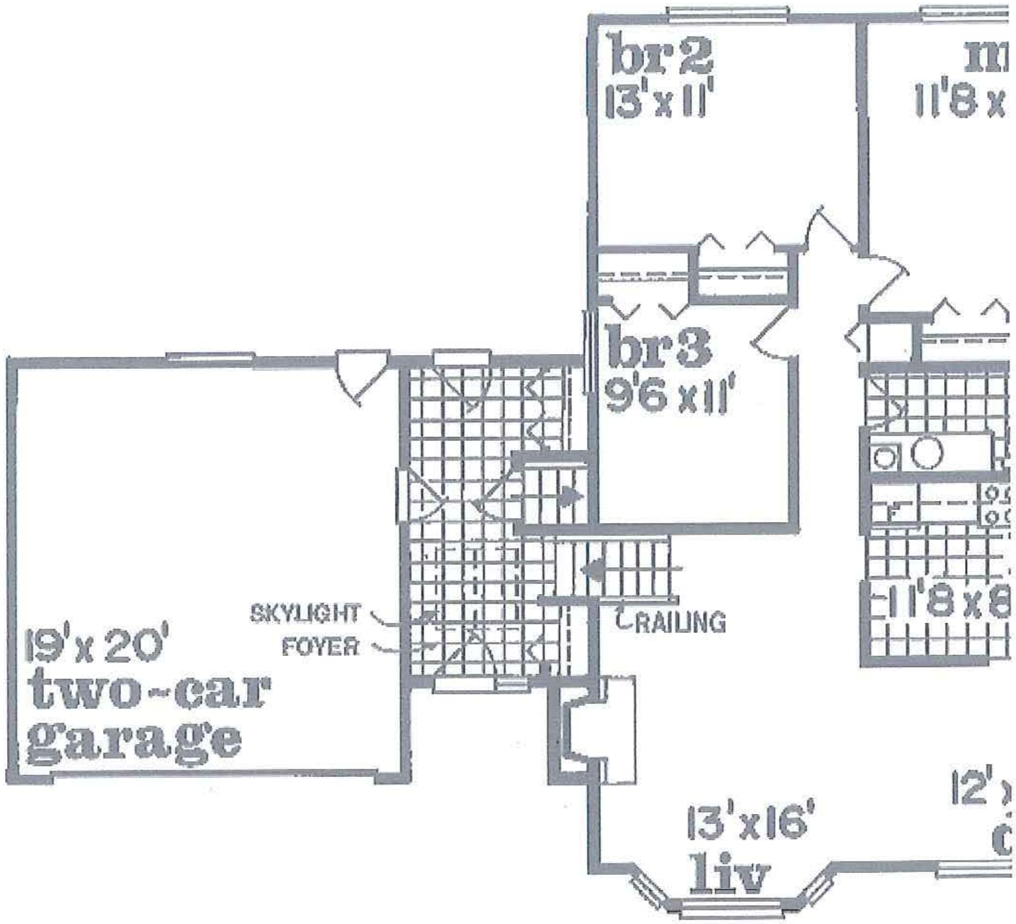
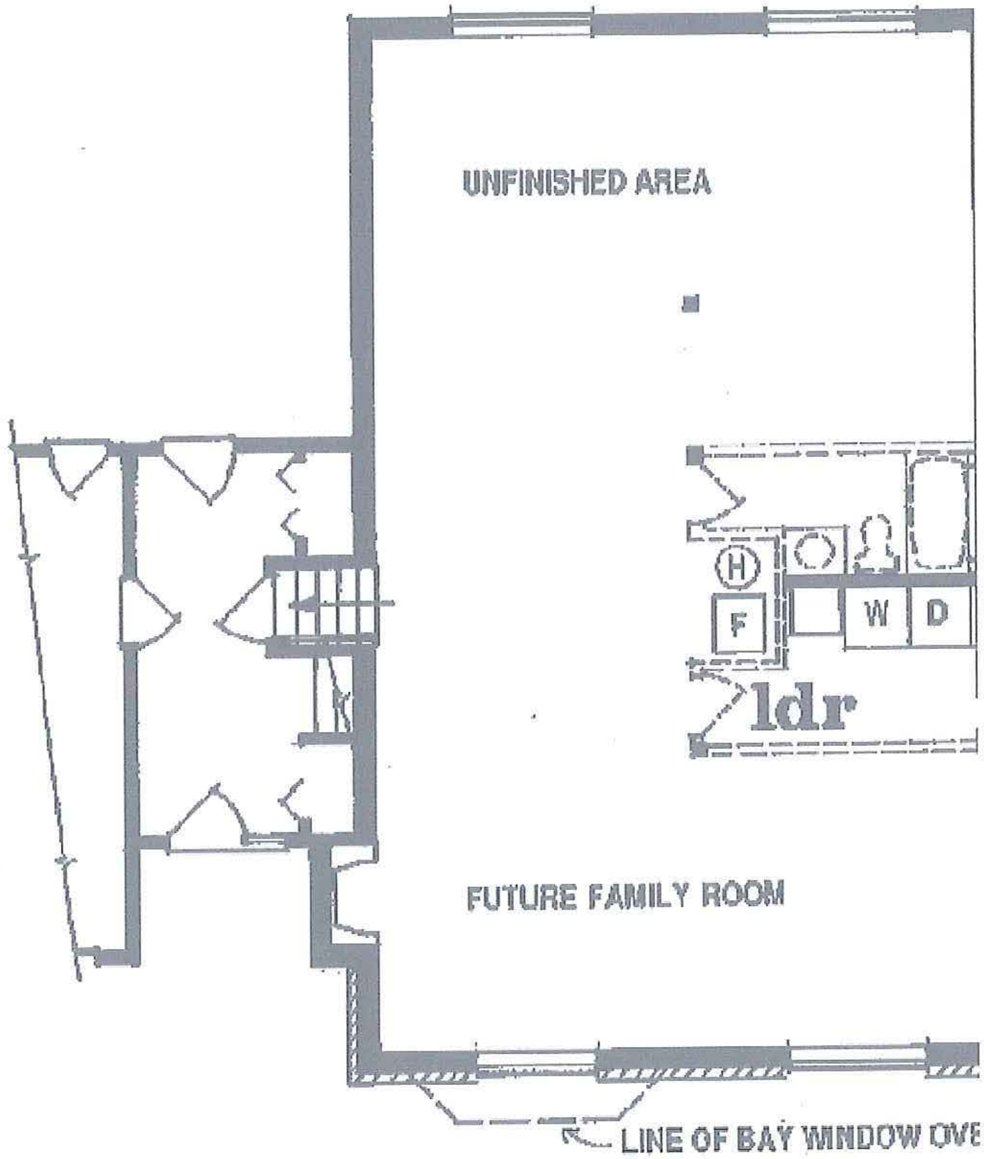
Proceed to Plan Order Options & Pricing

(scroll down to see floor plans)

Main Floor Plan print image


br2
13'x11'
11'8 x
br3
9'6 x11'
11'8x8
RAILING
SKYLIGHT
FOYER
19'x 20'
two-car
garage
12'
13'x16'
liv

Lower Floor Plan print image



Commission Meeting Date: November 23, 2004

Date: **November 19, 2004**

To: **Honorable Mayor & City Commission**

From: **Community and Neighborhood Services Department**

RE: **Purchase of 1983 Hoyt**

SUMMARY OF REQUEST: To approve the purchase of 1983 Hoyt from the U. S. Dept. of HUD for $1.00 through its Good Neighbor program. In which, a municipality can purchase a home for one dollar, if a property is on the market for more than six months.

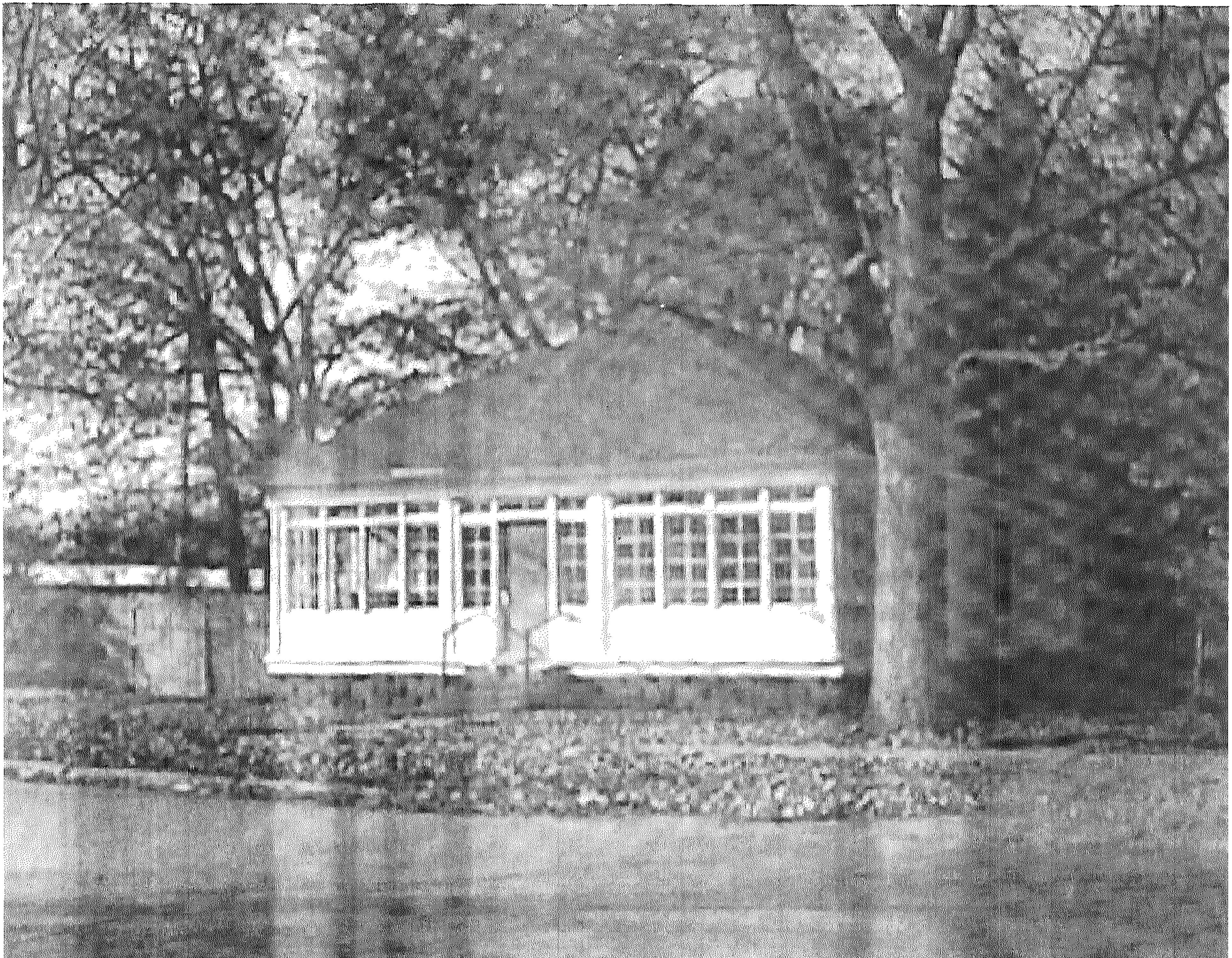
After 1983 Hoyt is obtained the City will totally rehabilitate the structure and sale it to a qualified family continuing the City's aggressive neighborhood revitalization efforts.

FINANCIAL IMPACT: The dollar will come from CNS program income fund.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request to purchase the $1.00 home.

COMMITTEE RECOMMENDATION: None needed



-675-026-0011-00 1983 HOYT ST 10/00-STREET VIEW

City of Muskegon

State of Michigan

Certificate of Recognition

WHEREAS; Muskegon High School Big Reds Football team recently won the State Division II Football Championship; and

WHEREAS; Special commendation is due to all team members, to Coach Annese and his staff, for their teamwork, sportsmanship, and outstanding work ethic in achieving a great season of football with a 14 – 0 record; and

WHEREAS; The Muskegon Big Reds coaches are to be commended for their efforts to stress character and sportsmanship as well as athletic prowess; and

WHEREAS; This Muskegon Big Reds team accomplished much in creating goodwill and positive feelings about the Muskegon community and they wrote another chapter in the storied history of Muskegon High School football in winning the school's 15th state championship.

SO, NOW THEREFORE BE IT RESOLVED that I Mayor Warmington speaking on behalf of the, City Commission and entire community do hereby extend this expression of our pride in your accomplishment, and our appreciation for the positive publicity you have brought to our community by your good sportsmanship and inspired team play and we deem it an honor and pleasure to present this Certificate of Recognition to the Muskegon High School Big Reds Football team for giving us all a very exciting year of football.

IN WITNESS WHEREOF, I have hereunto set our hands and cause the seal of the City of Muskegon to be affixed this 28th day of November, 2004.

____________________ Stephen J. Warmington, Mayor

____________________ Bill Larson, Vice Mayor

____________________ Chris Carter, Commissioner

____________________ Kevin Davis, Commissioner

____________________ Stephen Gawron, Commissioner

____________________ Clara Shepherd, Commissioner

____________________ Lawrence O. Spataro, Commissioner

City of Muskegon

State of Michigan

Certificate of Recognition

WHEREAS; Orchard View Cardinal's Football team recently won the State Division IV Football Championship; and

WHEREAS; Special commendation is due to all team members, to Coach McDonald and his staff, for their teamwork, sportsmanship, and outstanding work ethic in achieving a great season of football with a 14 – 0 record; and

WHEREAS; The Orchard View Cardinals coaches are to be commended for their efforts to stress character and sportsmanship as well as athletic prowess; and

WHEREAS; This Orchard View Cardinals team accomplished much in creating goodwill and positive feelings about the Muskegon community.

SO, NOW THEREFORE BE IT RESOLVED that I Mayor Warmington speaking on behalf of the, City Commission and entire community do hereby extend this expression of our pride in your accomplishment, and our appreciation for the positive publicity you have brought to our community by your good sportsmanship and inspired team play and we deem it an honor and pleasure to present this Certificate of Recognition to the Orchard View Cardinals Football team for giving us all a very exciting year of football.

IN WITNESS WHEREOF, I have hereunto set our hands and cause the seal of the City of Muskegon to be affixed this 14th day of December, 2004.

________________________ Stephen J. Warmington, Mayor

________________________ Bill Larson, Vice Mayor

________________________ Chris Carter, Commissioner

________________________ Kevin Davis, Commissioner

________________________ Stephen Gawron, Commissioner

________________________ Clara Shepherd, Commissioner

________________________ Lawrence O. Spataro, Commissioner