

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 14, 2000

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL MEETING TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **PRESENTATION:**
- ❑ **HONORS AND AWARDS:**
- ❑ **CONSENT AGENDA:** Items listed under the Consent Agenda have been considered to be routine in nature and will be enacted in one motion. No separate discussion will be held on these items. If discussion is required, it will be removed from the Consent Agenda and be considered separately.
 - a. Approval of Minutes. CITY CLERK
 - b. Liquor License Request. CITY CLERK
 - c. Zoning Ordinance Amendment for Home Occupation Signs. PLANNING & ECONOMIC DEVELOPMENT
 - d. Storage & Refuse Ordinance. POLICE
 - e. FY 1999 Local Law Enforcement Block Grant. POLICE
 - f. Nextel Tower Lease Agreement #2. PUBLIC WORKS
 - g. Emergency Dredging Grant Agreement. LEISURE SERVICES
 - h. Request for Permission to Purchase 6 Automatic External Defibrillator Units. FIRE
 - i. Bond Authorizing Resolution 2000 Special Assessment Bonds. FINANCE
 - j. Extending the Jackson Hill Land sale incentive program for one year. PLANNING & ECONOMIC DEVELOPMENT

❑ **PUBLIC HEARINGS:**

a. Cancellation of Public Hearing concerning City's 1999-2000 Consolidated Annual Performance Evaluation Report (CAPER).
COMMUNITY & NEIGHBORHOOD SERVICES

❑ **COMMUNICATIONS:**

❑ **CITY MANAGER'S REPORT:**

❑ **UNFINISHED BUSINESS:**

❑ **NEW BUSINESS:**

- a. Request for an Encroachment Agreement for City Café. ENGINEERING
- b. Approval to Apply for Clean Water Fund Grant. PUBLIC WORKS
- c. Shoreline Drive East Consulting Agreement amendment (Subsurface Assessment). ENGINEERING
- d. Obsolete Property Rehabilitation Districts Policy. PLANNING & ECONOMIC DEVELOPMENT
- e. Transportation Enhancement Grant. PLANNING & ECONOMIC DEVELOPMENT
- f. Agreement for Prospective Cancellation of Trinity Manor Contract for Housing Exemption. PLANNING & ECONOMIC DEVELOPMENT
- g. Sale of Buildable Property on Marquette Avenue. PLANNING & ECONOMIC DEVELOPMENT

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

- *Reminder: Individuals who would like to address the City Commission shall do the following:*
- 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 9, 2000
To: Honorable Mayor and City Commission
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To adopt the minutes of the October 24, 2000, regular commission meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the request.

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 14, 2000

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 14, 2000.

Mayor Nielsen opened the meeting with a prayer after which members of the City Commission and the members of the public joined in reciting the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING

Present: Mayor Fred J. Nielsen; Vice Mayor Scott Sieradzki; Commissioners Jone Wortelboer Benedict, Robert Schweifler, Clara Shepherd, and Lawrence Spataro

Excused: Commissioner John Aslakson

HONORS AND AWARDS:

Commissioner Spataro thanked everyone that participated before and during the visit of Vice President Gore.

2000-105 **CONSENT AGENDA:** Items listed under the Consent Agenda have been considered to be routine in nature and will be enacted in one motion. No separate discussion will be held on these items. If discussion is required, it will be removed from the Consent Agenda and be considered separately.

a. Approval of Minutes.

CITY CLERK

SUMMARY OF REQUEST: To adopt the minutes of the October 24, 2000 Regular Commission Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.

c. Request for Resolution for Gaming License.

CITY CLERK

SUMMARY OF REQUEST: To approve a request from Community Foundation for a resolution that would recognize them as a non-profit organization operating in the City of

Muskegon for the purpose of obtaining a gaming license for a fundraising event for Festival of Trees later in November.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

d. SECOND READING - Zoning Ordinance Amendment for Home Occupation Signs.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Sections 400, 600 and 700 (Principal Uses Permitted) of Articles IV (R-1, Single-Family Residential) of the Zoning Ordinance to amend the language regarding signage restrictions for home occupation uses. This amendment is intended to correct an existing inconsistency in the Zoning Ordinance.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance to include the revised language in the sections described above. The Planning Commission recommended approval of the request at their October 11, 2000 meeting. The vote was unanimous.

e. Storage & Refuse Ordinance.

POLICE

This item removed from the agenda by request of staff.

f. FY 1999 Local Law Enforcement Block Grant.

POLICE

SUMMARY OF REQUEST: Police Department staff request that the Commission approve the use of FY 1999 Local Law Enforcement Block Grant (LLEBG) money to purchase new badges for sworn department personnel. Based upon an inspection, a number of badges need to be replaced. This would provide us with the opportunity to select a vendor who provides a lifetime warranty at a better cost. Additionally and as importantly, we would be able to utilize the gender-neutral term "Police Officer" instead of the current "Patrolman".

FINANCIAL IMPACT: \$12,342 in LLEBG money will be used to purchase the new badges.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the use of the grant money for the purchase.

g. Nextel Tower Lease Agreement #2.

PUBLIC WORKS

SUMMARY OF REQUEST: Nextel Communications has requested permission to install antennae on our Nims Street Water Tank, similar to their installation on our Marshall Street Water Tank.

FINANCIAL IMPACT: Income to the City of \$1545 per month beginning in the year 2001, to be escalated at the rate of 3% per year. (Same as our previous agreement.)

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff Recommends approval of this agreement with funds to go to the Water Fund to offset future water tower repainting cost. A structural study has been completed by Dixon Engineering and their recommendations have been incorporated into the design.

h. Emergency Dredging Grant Agreement.

LEISURE SERVICES

SUMMARY OF REQUEST: To authorize the Mayor to sign the 2000 Emergency Dredging Program Grant Agreement with the DNR for the dredging of Hartshorn Marina.

FINANCIAL IMPACT: Up to \$225,000 in State funds on a 75 – 25% matching basis.

BUDGET ACTION REQUIRED: None, funds will come from the Marina Fund.

STAFF RECOMMENDATION: Approve

i. Request for Permission to Purchase 6 Automatic External Defibrillator Units.

FIRE

SUMMARY OF REQUEST: The Fire Department is requesting City Commission permission to purchase 6 automatic external defibrillator (AED) units from Medtronic Physio-Control.

FINANCIAL IMPACT: \$17,369.44

BUDGET ACTION REQUIRED: To be purchased with remainder of funds budgeted from public improvement fund for Self-Contained Breathing apparatus, which were unspent.

STAFF RECOMMENDATION: Staff recommends approval of purchase of 6 Lifepak 500 AED's using unspent funds that were budgeted from SCBA units from Medtronic Physio-Control.

j. Bond Authorizing Resolution 2000 Special Assessment Bonds.

FINANCE

SUMMARY OF REQUEST: The city is in the midst of an aggressive citywide sidewalk improvement program. To finance the up front costs, it is periodically necessary to issue special assessment bonds. These bonds will be paid from special assessments levied against benefiting property owners. Previously the Commission adopted a *Notice of Intent Resolution*

which notified citizens of the city's intent to borrow and allowed for a 45-day period during which petitions could be filed to force a referendum on the issue. The 45-day period has elapsed with no petitions being filed and the next step in the bonding process is adoption of the bond authorizing resolution.

FINANCIAL IMPACT: The resolution authorizes the City to borrow \$825,000. The bonds will be paid from special assessments over 10 years and will carry, as a secondary pledge, the City's limited full faith and credit. This means that if special assessment income falls short of the amount needed to make annual debt service payments, the City's General Fund will be required to make up the shortfall.

The full financial impact will not be known until bonds are sold and interest rates determined. Bonds are scheduled for sale on Tuesday, November 28th and the results will be brought to the City Commission that same evening for award.

BUDGET ACTION REQUIRED: None at this time. The annual debt service costs will be budgeted in future years as well until the bonds are retired (2009).

STAFF RECOMMENDATION: Approval of the bond authorizing resolution.

k. Extending the Jackson Hill Land sale incentive program for one year.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the extension of the Jackson Hill incentive program in order that it may be coordinated with the Community and Neighborhood services targeted Jackson Hill Infill program. It is the opinion of staff that the incentives make the program more attractive and more affordable to the targeted 80% median income residents. The City owned lots usually sell for approximately \$3,500, but if all incentives are met, the properties can sell for as low as \$500.00.

FINANCIAL IMPACT: The sale of the lots and the construction of the homes will add to the City's Housing stock in a core city neighborhood. The sale and construction of the housing will also allow the property to be placed back on the tax roll as well as increase the overall value of housing in the area.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the extension of the Jackson Hill Incentive program.

Motion by Vice Mayor Sieradzki, second by Commissioner Spataro to approve the Consent Agenda with the exception of item (b).

ROLL VOTE: Ayes: Shepherd, Sieradzki, Spataro, Benedict, Nielsen, Schweifler

Nays: None

Excused: Aslakson

ADOPTED

2000-106 ITEMS REMOVED FROM CONSENT:

b. Liquor License Request.

CITY CLERK

SUMMARY OF REQUEST: To approve the request to drop Ismail Shaba, a current stockholder and transfer his shares to new stockholder Samei Btk. City departments have been contacted regarding this transfer. If you approve this request, please make it contingent upon payment of any money owed the city and that any violations be addressed before sending documents to the State of Michigan Liquor Control Commission.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.

Motion by Commissioner Schweifler, second by Vice Mayor Sieradzki to approve the request to drop Ismail Shaba, and transfer his shares to new stockholder Samei Btk contingent upon payment of any money owed the city and that any violations be addressed before sending documents to the State of Michigan Liquor Control Commission.

ROLL VOTE: Ayes: Sieradzki, Spataro, Benedict, Nielsen, Schweifler

Nays: Shepherd

Excused: Aslakson

ADOPTED

2000-107 PUBLIC HEARINGS:

a. Cancellation of Public Hearing concerning City's 1999-2000 Consolidated Annual Performance Evaluation Report (CAPER).

COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: The Community and Neighborhood Services Department received a legal opinion from Attorney Cathy Bialas of the U. S. Department of Housing and Urban Development, stating that the City has met its obligation concerning the Citizen's Participation Plan as it relates to its CAPER submission. Therefore an additional Public Hearing is not required.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To cancel scheduled Public Hearing.

No action was taken on this item.

2000-108 NEW BUSINESS:

a. Request for an Encroachment Agreement for City Café.
ENGINEERING

SUMMARY OF REQUEST: Mr. Frank Lister, owner of the City Café, has submitted the Encroachment Agreement Form requesting your permission to install a sign on the Western Ave. side of 425 W. Western (southeast corner of Third & Western). Furthermore, your permission, if granted, be contingent upon receiving approval from HDC as well as inspection.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the encroachment.

Motion by Vice Mayor Sieradzki, second by Commissioner Spataro to approve the Encroachment Agreement Form requesting permission to install a sign on Western Avenue for the City Café contingent upon receiving approval from HDC as well as the inspection department.

ROLL VOTE: Ayes: Spataro, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki

Nays: None

Excused: Aslakson

ADOPTED

b. Approval to Apply for Clean Water Fund Grant.
PUBLIC WORKS

SUMMARY OF REQUEST: The Michigan Department of Environmental Quality is making Clean Michigan Initiative Clean Water Fund grants available to municipalities to "identify and require the correction of illicit connections to storm sewer systems." This funding would augment our efforts to comply with upcoming Phase II storm sewer mandates. The grant would be targeted to identifying sources of sanitary sewage improperly entering the storm sewer. Direct investigation of sewer lines, water quality monitoring of storm sewer effluent and public education about pollution prevention are eligible activities. A 25% (minimum) local match is required. Staff is requesting approval to apply for this grant.

FINANCIAL IMPACT: \$50,000 has been allocated in the 2001 budget for storm sewer mandates.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Grant approval to apply for Illicit Connections Grant.

Motion by Commissioner Spataro, second by Commissioner Schweifler, to approve the application for this grant with a 25% minimum local match in the 2001 – 2002 budget year.

ROLL VOTE: Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro

Nays: None

Excused: Aslakson

ADOPTED

c. Shoreline Drive East Consulting Agreement amendment (Subsurface Assessment).

ENGINEERING

SUMMARY OF REQUEST: To approve an amendment to the engineering agreement with Earth-Tech for Shoreline Drive East to include the additional cost to perform a limited subsurface assessment on the Rag & Metal site as outlined in the letter. The Phase II assessment that was performed in 1999 revealed the need for further exploration of the subsurface content on that site.

FINANCIAL IMPACT: The amendment will add \$23,100 to Earth-Tech's not to exceed cost, increasing the total allowed cost to \$533,380.

BUDGET ACTION REQUIRED: None at this time. The additional cost will most likely be eligible under the grant from MDOT.

STAFF RECOMMENDATION: To amend the agreement.

Motion by Vice Mayor Sieradzki, second by Commissioner Spataro to approve an amendment to the engineering agreement with Earth-Tech for Shoreline Drive East to include the additional cost to perform a limited subsurface assessment on the Rag & Metal site.

ROLL VOTE: Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro

Nays: None

Excused: Aslakson

ADOPTED

d. Obsolete Property Rehabilitation Districts Policy.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the Obsolete Property Rehabilitation Districts Policy for the City of Muskegon and to authorize staff to begin the process to designate the Getty Street Corridor and the Apple-Pine Corridor as Districts. In addition, staff recommends that qualified property owners outside these two districts be allowed to request a district for their property, providing they meet the standards of the Policy.

FINANCIAL IMPACT: To improve the tax base for the City of Muskegon, and to stimulate job development.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the Obsolete Property Rehabilitation Districts Policy, and authorize staff to begin the policy implementation. The Legislative Policy Committee reviewed the Policy on October 26, 2000 and the Working Session of the City Committee reviewed the Policy on October 9, 2000 and will review the Policy again on November 13, 2000. The Chamber of Commerce has provided input and staff will be meeting with Chamber representatives prior to the City Commission meeting to discuss minor modifications to the Policy.

Motion by Commissioner Spataro, second by Vice Mayor Sieradzki, to designate the Getty Street and Apple/Pine Corridor as areas of concentration, but not as districts until we get applications.

Amended by Commissioner Spataro, with a amended second by Vice Mayor Sieradzki to add full-time equivalent to the Policy.

ROLL VOTE: Ayes: Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Benedict

Nays: None

Excused: Aslakson

ADOPTED

e. Transportation Enhancement Grant.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the resolution authorizing the submittal of the Transportation Enhancement Grant for the Western Avenue Streetscape.

FINANCIAL IMPACT: The City of Muskegon is responsible for a 20% match for the grant. The total cost for the project is estimated at \$620,000. There is a \$25,000 amount budgeted for the final design plans (Michael Wee has prepared the conceptual design plans). And the 20% match equals \$125,000. Therefore, the total required by the City is \$150,000 (the cost of design plans is not eligible in the grant). The match funds will be budgeted in the 2002 Major Street Funds. Grant funds from the Community Foundation will be sought to offset this amount.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the resolution and authorize the Mayor and Clerk to sign it. The Working Session will review the grant at their November 13, 2000 meeting. The Traffic Committee reviewed the project and recommended approval, although they want to see the final plans prior to construction. Also, the Downtown Marketing Group recommends approval.

Motion by Commissioner Shepherd, second by Commissioner Schweifler to approve the resolution authorizing the submittal of the Transportation Enhancement Grant for the Western Avenue streetscape.

ROLL VOTE: Ayes: Schweifler, Shepherd, Sieradzki, Spataro, Benedict, Nielsen

Nays: None

Excused: Aslakson

ADOPTED

f. Agreement for Prospective Cancellation of Trinity Manor Contract for Housing Exemption.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the "Agreement for Prospective Cancellation of Trinity Manor Contract for Housing Exemption". The City has been informed that this housing development is exempt from paying any taxes, despite the fact that the City Commission

authorized a PILOT for the project on April 11, 1995. In addition to the exemption, the City of Muskegon is eligible to be reimbursed from the State of Michigan for any lost taxes (i.e., taxes the City would collect if the project were taxable).

FINANCIAL IMPACT: This agreement is prospective, starting with 2001 taxes. The current PILOT will be paid through 2000. After that time, the City will be able to collect taxes on this property from the State of Michigan, which are of greater value than the existing PILOT for the project.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the "Agreement for Prospective Cancellation of Contract for Housing Exemption" and authorize the Mayor and Clerk to sign it.

Motion by Commissioner Schweifler, second by Commissioner Spataro to approve the Agreement for Prospective Cancellation of Trinity Manor Contract for Housing Exemption.

ROLL VOTE: Ayes: Shepherd, Sieradzki, Spataro, Benedict, Nielsen, Schweifler

Nays: None

Excused: Aslakson

ADOPTED

g. Sale of Buildable Property on Marquette Avenue.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Approval of resolution to proceed with the sale of Urban Renewal property on Marquette Ave., between Roberts and Creston Streets, to Masquignon Non-Profit Housing Corporation (an affiliate of Hope Network), of 3375 S. Division, Grand Rapids. The subject property contains several lots, together containing 2.67 acres. The property was appraised at \$47,000.00 and the Masquignon Non-Profit Housing Corp. has submitted the only bid of \$47,000.00. The proposed development would contain 18 barrier-free, one-bedroom apartment units that would be funded through HUD.

FINANCIAL IMPACT: Sale will allow property to be placed back on the City's tax rolls and will relieve the City from further maintenance. Pursuant to the conditions of sale, the Masquignon Non-Profit Housing Corp. agrees to construct the proposed development on the property within 18 months of the date of sale.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the resolution and authorization for the Mayor and Clerk to sign off on the purchase agreement and deed.

Motion by Vice Mayor Sieradzki, second by Commissioner Shepherd to approve the resolution to proceed with the sale of Urban Renewal property on Marquette Ave. to Masquignon Non-Profit Housing Corporation to construct 18 barrier-free one bedroom apartments units that would be funded through HUD.

ROLL VOTE: Ayes: Sieradzki, Nielsen, Shepherd
Nays: Spataro, Benedict, Schweifler
Excused: Aslakson

MOTION FAILS

PUBLIC PARTICIPATION:

Various comments were heard from the public regarding the proposed lay-off at SAPPI. The City Manager will research the effect the lay-off will have on the tax abatements granted to SAPPI.

h. District Library Planning Resolution

City Manager

SUMMARY OF REQUEST: To adopt the resolution to pursue a district library with Muskegon Public Schools and participate in a Planning commission District Library.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution.

Motion by Commissioner Schweifler, second by Commissioner Spataro to adopt the resolution to pursue a district library with Muskegon Public Schools and to participate in a Planning Commission District Library

ROLL VOTE: Ayes: Spataro, Benedict, Nielsen, Schweifler, Shepherd

Nays: None

Excused: Aslakson

Absent: Sieradzki (left the room at 7:06 p.m)

ADOPTED

ADJOURNMENT:

The Regular Commission Meeting was adjourned at 7:27 p.m.

Respectfully submitted,



**Gail A. Kunding, CMC/AAE
City Clerk**

TO: CITY COMMISSION

FROM: CITY CLERK, GAIL KUNDINGER

DATE: NOVEMBER 13, 2000

RE: Request for Resolution for Gaming License

Community Foundation would like a resolution recognizing them as a non-profit organization operating in the city for the purpose of obtaining a gaming license. The need for the gaming license is to raise money for the Festival of Trees event to be held in November.

I would like to add this to the agenda for Tuesday, November 14, 2000. Attached is a copy of the resolution and their non-profit status.



MICHIGAN LOTTERY
CHARITABLE GAMING DIVISION
101 E. HILLSDALE, BOX 30023
LANSING, MICHIGAN 48909
(317) 335-5780
www.state.mi.us/milottery

2000-105(c)

LOCAL GOVERNING BODY RESOLUTION FOR GAMING LICENSES ISSUED BY THE MICHIGAN LOTTERY

(Authorized by MCL 432.101 et seq)

At a Regular meeting of the City of Muskegon
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Nielsen on November 14, 2000
DATE

5:30 XXX/p.m. the following resolution was offered:
TIME

Moved by Vice-Mayor Sieradzki and supported by Commissioner Spataro

that the request from Community Foundation For of Muskegon
NAME OF ORGANIZATION MUSKEGON COUNTY CITY

county of Muskegon, asking that they be recognized as a nonprofit
COUNTY NAME

organization operating in the community for the purpose of obtaining a gaming license or

registration be considered for Approval
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: 6

Nays: 0

Absent: 1

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

State of Michigan) SS
County of Muskegon)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
by the City Commission at a Regular meeting held on
November 14, 2000

*** SEAL OR NOTARY***

SIGNED:

Gail A. Kunderinger
TOWNSHIP, CITY, OR VILLAGE CLERK

Gail A. Kunderinger, City Clerk

PRINTED NAME AND TITLE
933 Terrace, PO Box 536
Muskegon, MI 49443-0536
ADDRESS

NOT VALID UNLESS MARKED WITH GOVERNING
BODY SEAL OR NOTARIZED

The Michigan Lottery will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, qualified disability or political belief in its activities or in its hiring or employment practices.

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R3/98)

1900 Cadillac Tower
Detroit, Michigan 48226

DEC 23 1965

IN REPLY REFER TO
Form L-178
440:2-6:JHB
DET:EO:66-465

The Muskegon County Community Foundation,
Incorporated
c/o Mr. Stephen H. Clink
500 Hackley Bank Building
Muskegon, Michigan

Gentlemen:

PURPOSE	
Charitable	
ADDRESS INQUIRIES & FILE RETURNS WITH DISTRICT DIRECTOR OF INTERNAL REVENUE	
Detroit, Michigan	
FORM 990-A RE- QUIRED	ACCOUNTING PERIOD ENDING
☒ YES ☐ NO	December 31

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes. Complete records should be maintained for all contributions and donations made directly to individuals. This is a determination letter.

Very truly yours,

A. M. Stoepler
A. M. Stoepler
District Director

FORM L-178 (6-64)

Commission Meeting Date: October 24, 2000

Date: October 12, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development 
RE: Zoning Ordinance Amendment for Home Occupation Signs

SUMMARY OF REQUEST:

Request to amend Sections 400, 600 and 700 (Principal Uses Permitted) of Articles IV (R-1, Single-Family Residential), VI (RT, Two-Family Residential) and VII (RM-1, Low-Density Multiple-Family Residential) of the Zoning Ordinance to amend the language regarding signage restrictions for home occupation uses. This amendment is intended to correct an existing inconsistency in the Zoning Ordinance.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of the Zoning Ordinance to include the revised language in the sections described above.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 10/11/00 meeting. The vote was unanimous.

**Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING**

October 11, 2000

Hearing; Case 2000-39: Request for an amendment to the Zoning Ordinance to correct an inconsistency in the sign requirements for home occupations in residential zoning districts.

BACKGROUND

In 1998 the requirements for signs were amended in the Zoning Ordinance. Staff has since noticed an inconsistency in the Zoning Ordinance regarding size limits for signs for home occupation businesses. The language in Section 2334 (Signs), under #6 (Permitted Signs in all Residential and Mobile Home Park Districts) states:

- c. Non-illuminated wall signs of up to eight (8) square feet for a home occupation.

However, the home occupation language in the R-1, RT and RM-1 district language states:

- b. There shall be no exterior display other than one (1) non-illuminated sign, not to exceed two (2) square feet in area. Said sign shall be attached and parallel to the wall of the building.

Having the requirement in two places in the ordinance is actually redundant anyway - sign requirements are a more logical fit in the sign section of the ordinance. Also, the definition of a wall sign is unnecessary in the district language also, as wall signs are already adequately defined in the "Definitions" section of the ordinance. Staff also feels that the size requirement of 8 square feet is more reasonable than 2 square feet for home occupation signs, especially since that size was adopted as part of the sign regulations in 1998. Therefore, staff is proposing to amend the R-1, RT and RM-1 district language for home occupations to read as follows:

- b. There shall be no exterior display other than that signage allowed for home occupations under the sign requirements of this Ordinance.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2034

An ordinance to amend the Zoning Ordinance of the City to change the requirements for home occupation signage.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Articles IV, VI and VII of the Zoning Ordinance of the City of Muskegon are hereby amended to add the following language in #b of the home occupation language in Sections 400, 600 and 700 (Principal Uses Permitted):

Amend #b of the home occupation language in Sections 400, 600 and 700 - Principal Uses Permitted -

- b. There shall be no exterior display or signage other than that signage allowed for home occupations under the sign requirements of this ordinance.

This ordinance adopted:

Ayes: Shepherd, Sieradzki, Spataro, Benedict, Nielsen, Schweifler

Nays: None

Adoption Date: November 14, 2000

Effective Date: November 30, 2000

First Reading: October 24, 2000

Second Reading: November 14, 2000

CITY OF MUSKEGON

By: Gail A. Kunderger
Gail A. Kunderger, City Clerk

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

Please take notice that on October 24, 2000, the City Commission of the City of Muskegon adopted an ordinance amending the Zoning Ordinance to amend the following language in the home occupation language in Sections 400, 600 and 700 of Articles IV, VI and VII:

- b. There shall be no exterior display or signage other than that signage allowed for home occupations under the sign requirements of this ordinance.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published November 20, 2000

CITY OF MUSKEGON

By _____
Gail A. Kunding
Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.-

Account No. 101-80400-5354

**CITY OF
MUSKEGON
CLERK'S
OFFICE**

facsimile cover sheet

To: <i>Ann</i>	Fax:
From: <i>Linda</i>	Date: <i>11-15-00</i>
Re:	Pages: <i>2</i>
CC:	
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle	

OFFICE # (231) 724-6705

FAX # (231) 724-4178

*Please publish
11-20-00.*

*Thanks,
Linda*

TO: Honorable Mayor and City Commissioners
FROM: Anthony Kleibecker, Chief of Police
DATE: November 6, 2000
SUBJECT: FY 1999 Local Law Enforcement Block Grant

SUMMARY OF REQUEST:

Police Department staff request that the Commission approve the use of FY1999 Local Law Enforcement Block Grant (LLEBG) money to purchase new badges for sworn departmental personnel. Based upon an inspection, a number of badges need to be replaced. This would provide us with the opportunity to select a vendor who provides a lifetime warranty at a better cost. Additionally and as importantly, we would be able to utilize the gender-neutral term "Police Officer" instead of the current "Patrolman".

FINANCIAL IMPACT:

\$12,342 in LLEBG money will be used to purchase the new badges.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the use of the grant money for the purchase.

MUSKEGON POLICE DEPARTMENT
CITY OF MUSKEGON
TELEPHONE BID TABULATION

DATE 10-10-00

EMPLOYEE RLEIBERIKEN

/POLICE DEPT.

	BIDDER #1	BIDDER #2	BIDDER #3
VENDOR	NYE UNIFORM	GALL'S	ENTENMANN-ROVIN
ADDRESS	1030 SCHWENK	2680 ALUMBA DR.	COMMERCIAL, CA
TELEPHONE	616-459-5065	800-477-7766	800-581-3535
FAX			
ACCEPTS MASTERCARD	BLACKINGTON	BLACKINGTON	ENTENMANN-ROVIN
QUOTED BY	RON		SUSAN

BLACKINGTON - LIFETIME GUARANTEE.

ENTENMANN-ROVIN - 3 YR GUARANTEE.

Qty	Description	Unit Price/	Total	Unit Price/	Total	Unit Price/	Total
	BADGES -						
	SIMILAR	107 / \$4942.00		107 / \$7084.00		107 / 6634.00	
	BADGES -						
	WALLET	105 / 4009.00		105 / \$7007.00		105 / 6510.00	
	BADGES -						
	HAT	91 / 3391.00		91 / 6734.00		91 / 6034.00	
	SHIPPING CHARGES	\$		\$		\$	
	TOTAL COST	\$	12,342.00	\$	20,825.00	\$	19,178.00

BID APPROVED

BY _____

#1 _____

#2 _____

#3 _____

Date: November 14, 2000
To: Honorable Mayor and City Commission
From: Department of Public Works
RE: Nextel Tower Lease Agreement #2

SUMMARY OF REQUEST:

Nextel Communications has requested permission to install antennae on our Nims Street Water Tank, similar to their installation on our Marshall Street Water Tank.

FINANCIAL IMPACT:

Income to the City if \$1545 per month beginning in the year 2001, to be escalated at the rate of 3% per year. (Same as our previous agreement)

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of this agreement with funds to go to the Water Fund to offset future water tower repainting cost. A structural study has been completed by Dixon Engineering and their recommendations have been incorporate into the design

COMMUNICATIONS SITE LEASE AGREEMENT (WATER TOWER)

This Communications Tower Lease Agreement ("Agreement") is entered into this 14th day of November, 2000, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("Lessee"), and City of Muskegon, a Michigan municipal corporation ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") and a water tower (the "Tower") located in the City of Muskegon, County of Muskegon, State of Michigan, more commonly known as: 1596 Superior Street (the Tower and Land are collectively, the "Property") The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately two hundred forty (240) square feet of the Land and space on the Tower and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit B annexed hereto.
2. **Use.** The Premises may be used by Lessee for any activity in connection with erection of antennae related to the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.
3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below). Upon Lessee's request, Lessor agrees to provide promptly to Lessee copies of all plans, specifications, surveys and tower maps for the Land and Tower. The tower map shall include the elevation of all antennas on the Tower and the frequencies upon which each operates.
4. **Term.** The term of this Agreement shall be ten (10) years commencing on July 1, 2001 or the date Lessee begins construction of Lessee Facilities, whichever first occurs ("Commencement Date") and terminating on the tenth (10th) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the

Term for three (3) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall only be extended for each successive Renewal Term if Lessee notifies Lessor of its intention to renew ninety (90) days prior to commencement of the succeeding Renewal Term.

5. **Rent.** Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent the amounts set forth in the Schedule of Rents attached hereto as Exhibit D. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at: Muskegon City Hall, 933 Terrace Street, P.O. Box 536, Muskegon, Michigan 49443-0536; Attention: Finance Director.

6. **Facilities; Utilities; Access.**

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. In the event that Lessee fails to remove the Lessee Facilities within thirty (30) days of the termination of this Agreement, Lessor may remove and store the Lessee Facilities at Lessee's expense. If Lessee or Lessee's financing entity fails to claim and remove the Lessee Facilities within thirty (30) days following receipt of written notice from Lessor, Lessor shall be entitled to dispose of the Lessee Facilities in any manner which it deems fit.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for such service to the Premises for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty four (24) hours a day, seven (7) days a week, at no charge, provided Lessee shall notify the City at the Water Filtration Plant by calling 231-724-4106 whenever it enters the Property. Lessor shall provide Lessee with a key to the gate surrounding

the Premises. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement sufficient for pedestrian and vehicular ingress and egress across the portion of the Land described in Exhibit B.

(d) Lessee shall notify Lessor of all work, installations or repairs on the Property, and Lessor shall have the right to have authorized personnel of Lessor present during the said activities.

(e) Lessor shall permit Lessee to use Lessor's existing driveway to gain access to the Premises. Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such driveway for Lessee's ingress and egress, at its sole expense, except for any damage caused by Lessee's use of such driveway.

7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Property, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Lessee's installation, operation and maintenance of Lessee Facilities shall not damage or interfere in any way with the Lessor's Tower and/or operations or related repair and maintenance activities or with such activities of other tenants of the Lessor on the Property, provided such tenant's installations predate that of the Lessee Facilities. Should Lessee cause such interference, Lessor shall give Lessee notice of the interference and shall allow Lessee reasonable time in which to correct or eliminate such interference. If Lessee cannot correct the interference within a reasonable time, Lessor may require that Lessee cease operation of Lessee Facilities until such interference can be corrected or eliminated. Should Lessor determine that Lessee Facilities interfere with the health or safety of the community at any time, Lessor may require that Lessee immediately cease operation of Lessee Facilities until such harmful interference can be corrected or eliminated. Lessor reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Premises in connection with the operation of the Tower as may be necessary. Should such action involve the relocation of Lessee Facilities, Lessor must give Lessee three (3) months written notice of such relocation and such relocation shall not materially interfere with the business operations of Lessee. If Lessee is not willing to relocate, Lessee may terminate this Agreement upon thirty (30) days written notice to Lessor and Lessee shall have no further liability hereunder.

(c) If Lessor receives a request for co-location on the Property from a third party, it shall submit a proposal complete with all technical specifications supplied by the potential co-locator to Lessee for review for non-interference; however, Lessor shall not be required to provide any information claimed to be proprietary by the potential third party, who shall be responsible for the cost of preparation of the information. Lessee shall have thirty (30) days following receipt to make

objection, and failure to do so in the said period shall constitute consent. If Lessee's objections are valid because, in the sole judgment of Lessor, there will be substantial and material interference with Lessee's equipment function, then Lessor shall not permit the additional location. This limitation shall not apply to new equipment or upgrades by existing lessees, provided the said installation is of equipment which is reasonably contemplated in the original lease of that party.

8. **Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property.

9. **Waiver of Lessor's Lien.**

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference. Lessor may terminate this Agreement with thirty (30) days notice if Lessee ceases operation of the Lessee Facilities for one (1) year. In addition to this Paragraph, the termination provision of Paragraph 7(b), above, applies.

11. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving

notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage liability insurance with a combined single limit of at least Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, and additional insureds, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage liability insurance or Risk Authority Coverage with a combined single limit of at least Three Million Dollars (\$3,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, and additional insureds, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. Lessee's certificate shall provide that Lessee's insurance shall not be cancellable, modifiable or reduced in coverage except on thirty (30) days notice to Lessor. Lessee shall not be an additional insured on Lessor's retainage obligation in connection with its Risk Authority Contract.

13. Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. Assignment and Subletting. Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor, provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 above. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof,

(ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. Warranty of Title and Quiet Enjoyment. Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

16. Repairs. Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default, neglect or made essential by the operations of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted. Lessee shall reasonably cooperate with Lessor during any repairs, repainting or improving of the Tower.

17. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. Liability and Indemnity. Neither Lessor nor Lessee shall assert any right or cause of action for contractual indemnity or contribution under this Agreement in the event of any claim arising from the negligence or willful misconduct of either Lessor or Lessee or their respective agents or employees occurring in or about the Property; provided, however, Lessor and Lessee may pursue any and all rights and remedies available at law or equity in response to any claim of loss or injury incurred by either of them arising under this Agreement. Lessee acknowledges and agrees that this paragraph 18 shall not be construed or interpreted to constitute a waiver of Lessor's right to assert governmental immunity or any other defenses to any claim by any person or entity including, without limitation, a claim by Lessee for indemnity, contribution or direct liability.

19. Miscellaneous.

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Site#: MI-1929B

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. No third party beneficiary is intended by this Agreement.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: City of Muskegon
933 Terrance St., P.O. Box 536
Muskegon, Michigan 49443-0536

Lessee:
Nextel West Corp.
27755 Stansbury Blvd., 2nd Floor
Farmington Hills, Michigan 48334-3861
Attn: Property Manager

With a copy to:

Nextel Communications, Inc.
2001 Edmund Halley Dr.
Reston, VA 20191-3436
Attn.: Legal Department, Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Michigan.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Property is located. In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Premises. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

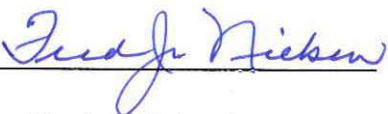
(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

SIGNATURE PAGE TO FOLLOW

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

LESSOR:

CITY OF MUSKEGON,
a Michigan municipal corporation

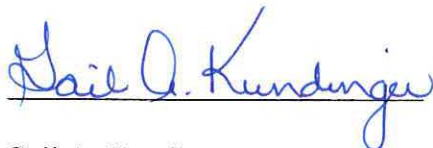
By: 

Name: Fred J. Nielsen

Title: Mayor

Date: Nov 16, 2000

Tax ID#: 38-6004-522

By: 

Name: Gail A. Kunderger

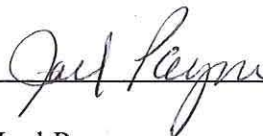
Title: Clerk

Date: 11-16-00

Tax ID#: 38-6004-522

LESSEE:

Nextel West Corp., a Delaware corporation,
d/b/a Nextel Communications

By: 

Name: Joel Payne

Title: Vice President of Technical Services
Great Lakes Area

Date: 8/28/00

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2000, by and between the City of Muskegon, a Michigan municipal corporation, as Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bound description):

A TRIANGULAR PIECE OF LAND BOUNDED BY NIMS STREET, SUPERIOR STREET, AND DALE AVENUE.
SECTION 29, TOWNSHIP 10 NORTH, RANGE 16 WEST, MUSKEGON COUNTY RECORDS.

[]
[]

INITIALHERE

Commonly known as: Nimz Street Water Tower
Parcel #: 24-129-400-002-00

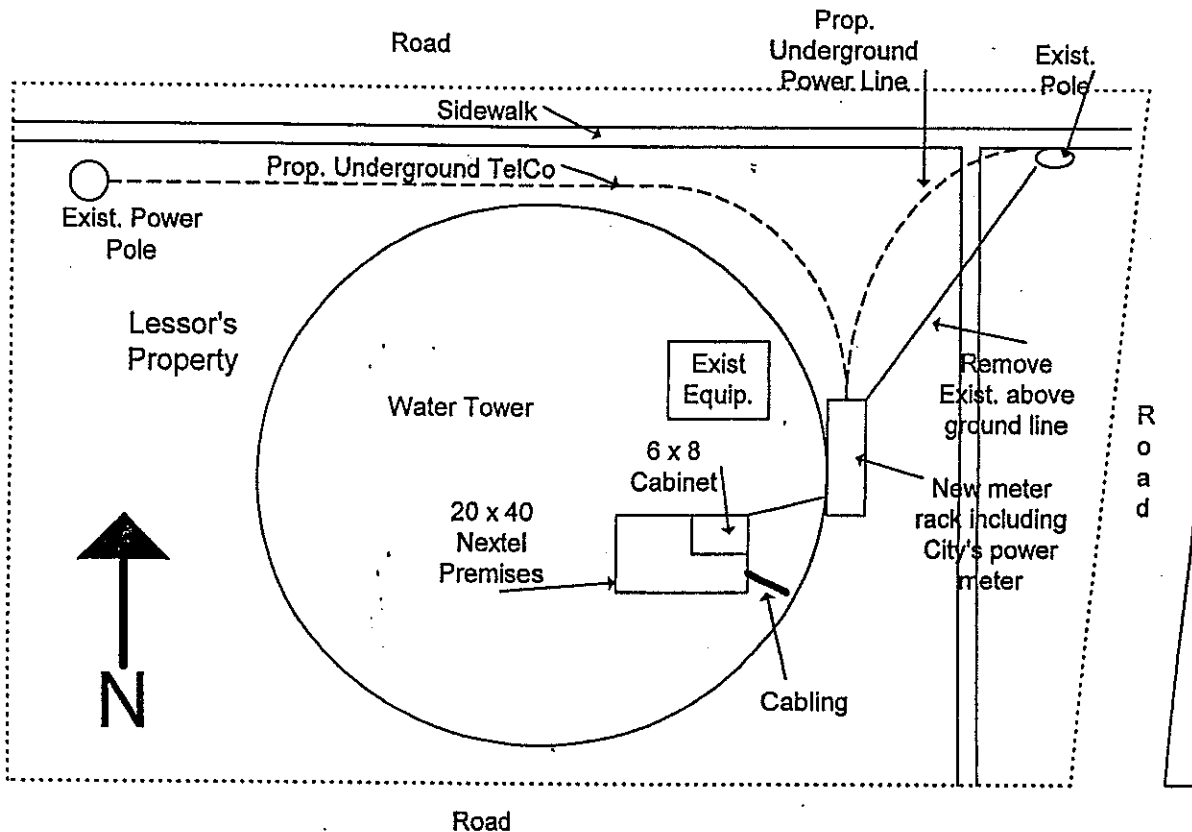
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Site#: MI-1929B

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2000, by and between the City of Muskegon, a Michigan municipal corporation, as Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



Equipment List:
-up to 12 antennas
-Shelter
-Required Cabling
-2 GPS Antennas
-1 Test Mobile Antenna
-Microwave (if applicable)
Standby Generator (if applicable)

Site Name: Little Black Creek
Site Number: 1929B

Nextel Tower Space at Approx
125' RAD Center

NOT TO SCALE

INITIAL HERE

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

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Site#: MI-1929B

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: Nextel West Corp.
27755 Stansbury Blvd., 2nd Floor
Farmington Hills, Michigan 48334-3861
Attn: Property Manager

This Memorandum of Agreement is entered into on this ____ day of _____ 2000, by and between the City of Muskegon, a Michigan municipal corporation, with an office at 933 Terrace Street, Muskegon, Michigan 49443-0536, (hereinafter referred to as "Lessor") and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, with an office at 23800 W. 10 Mile, Suite 190, Southfield, Michigan 48034, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the ____ day of _____ 2000, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for ten (10) years commencing on July 1, 2001, or the date Lessee begins construction of Lessee Facilities, whichever first occurs ("Commencement Date"), and terminating on the tenth anniversary of the Commencement Date with three (3) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

City of Muskegon,
a Michigan municipal corporation

By: Fred J. Nelson

Name: Fred J. Nelson

Title: Mayor

Date: Nov 16, 2000

By: Gail A. Kunding

Name: Gail A Kunding

Title: Clerk

Date: 11-16-00

WITNESSES FOR LESSOR:

Linda Potter
Sign Name

Linda Potter
Print Name

Shawna T Hill
Sign Name

Shawna T Hill
Print Name

LESSEE:

Nextel West Corp., a Delaware corporation,
d/b/a Nextel Communications

By: Joel Payne

Name: Joel Payne

Title: Vice President of Technical Service,
Great Lakes Area

Date: 8/28/00

Witnesses for Lessee:

Brooke Flynn
Sign Name

Brooke Flynn
Print Name

Shearand Westbrook
Sign Name

Shearand Westbrook
Print Name

WITNESSES FOR LESSEE:

Sign Name

Print Name

Sign Name

Print Name

LESSOR:

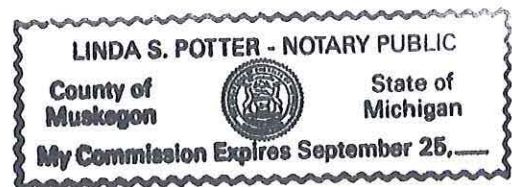
STATE OF MICHIGAN

COUNTY OF ~~Oakland~~
Muskegon

On 11-16-00, before me, Linda S. Potter, Notary Public, personally appeared Fred J. Nielson and Gail A. Kunding, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Linda S. Potter (SEAL)
Notary Public, Muskegon County
My commission expires: 9-25-02



LESSEE:

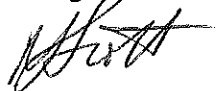
Michigan
STATE OF ~~VIRGINIA~~
COUNTY OF ~~FAIRFAX~~ Oakland

EXHIBIT D
SCHEDULE OF RENTS

to the Agreement dated _____, 2000, by and between the City of Muskegon, a Michigan municipal corporation, as Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

Monthly Rental for months in the year

2000	\$1,500
2001	\$1,545
2002	\$1,591
2003	\$1,639
2004	\$1,688
2005	\$1,739
2006	\$1,791
2007	\$1,845
2008	\$1,900
2009	\$1,957 End of Initial Lease
2010	\$2,016 Start of First Extension
2011	\$2,078
2012	\$2,139
2013	\$2,203
2014	\$2,269 End of first Extension
2015	\$2,337 Start of Second Extension
2016	\$2,407
2017	\$2,479
2018	\$2,554
2019	\$2,630 End of Second Extension
2020	\$2,709 Start of Thlrd Extension
2021	\$2,790
2022	\$2,874
2023	\$2,960
2024	\$3,049 End of Thlrd Extension

Date: October 19, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Emergency Dredging Grant Agreement

SUMMARY OF REQUEST:

To authorize the Mayor to sign the attached 2000
Emergency Dredging Program Grant Agreement with the DNR
for the Dredging of Hartshorn Marina

FINANCIAL IMPACT:

Up to \$225,000 in State funds on a 75-25% matching basis

BUDGET ACTION REQUIRED:

None, funds will come from the Marina Fund

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

Affirmative Action
231/724-6703
FAX/722-1214

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

Civil Service
231/724-6716
FAX/724-4405

Clerk
231/724-6705
FAX/724-4178

Comm. & Neigh.
Services
231/724-6717
FAX/726-2501

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

Fire Dept.
231/724-6792
FAX/724-6985

Income Tax
231/724-6770
FAX/724-6768

Info. Systems
231/724-6744
FAX/722-4301

Leisure Service
231/724-6704
FAX/724-1196

Manager's Office
231/724-6724
FAX/722-1214

Mayor's Office
231/724-6701
FAX/722-1214

Neigh. & Const.
Services
231/724-6715
FAX/726-2501

Planning/Zoning
231/724-6702
FAX/724-6790

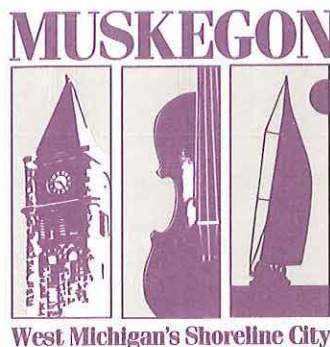
Police Dept.
231/724-6750
FAX/722-5140

Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

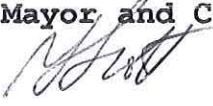
Water Billing Dept.
231/724-6718
FAX/724-6768

Water Filtration
231/724-4106
FAX/755-5290



Date: October 19, 2000

To: Honorable Mayor and City Commissioners

From: Ric Scott 

Re: Emergency Dredging Grant Agreement

The State of Michigan has awarded the City \$225,000 on a 75-25% matching basis to dredge Hartshorn Marina. I am requesting that you authorize the Mayor and Clerk to sign the attached agreement.

We have already awarded a bid to Great Lakes Marina to do the dredging at a cost of approximately \$160,000. Based on this we will only need about \$40,000 in local match, which the Marina fund has. The money is reimbursable even if the dredging is already completed.

Thank you for your consideration.



Michigan Department of Natural Resources, Grants Administration Division

2000 EMERGENCY DREDGING PROGRAM GRANT AGREEMENT

This Agreement is between the CITY OF MUSKEGON in the COUNTY OF MUSKEGON, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to enter into agreements with local units of government to maintain harbor facilities, constructed with Michigan State Waterways Commission funds, under Part 781 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. In PA 291 of 2000, the Legislature appropriated Waterways Funds to the DEPARTMENT for "emergency local harbor dredging." As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT.

1. The 2000 Emergency Dredging Grant application ED 00-011 (APPENDIX A) is, by this reference, made part of this Agreement. The Agreement together with the appendix constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. This Agreement shall be administered on behalf of the DEPARTMENT through its Grants Administration Division. All reports, documents, or actions required of the GRANTEE by this Agreement shall be submitted to the **Chief, Grants Administration Division, P.O. Box 30425, Lansing, Michigan 48909-7925.**
3. The DEPARTMENT agrees to grant to the GRANTEE an amount equal to no more than Seventy-Five (75%) percent of the documented eligible project costs and expenses incurred by the GRANTEE, with total grant funds paid to the GRANTEE not to exceed **Two Hundred Twenty-Five Thousand (\$225,000.00) dollars.** Increases to the grant amount will not be approved by the DEPARTMENT.
4. Eligible project costs are limited to the costs of environmental testing of dredged materials, transportation and disposal for the dredged materials, excluding land acquisition, and engineering costs directly associated with the design and oversight of the dredging activities, as further described in APPENDIX A. In addition, eligible project costs includes only those costs required to complete dredging at the **Muskegon Hartshorn Marina** and the connecting channels to the Great Lakes from this marina to the extent that the Army Corps of Engineers does not otherwise dredge these channels.
5. Only properly documented eligible costs and expenses incurred by the GRANTEE between **February 1, 2000 and March 31, 2001** shall be considered for reimbursement under the terms of this Agreement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE. An amendment to this Agreement is required to extend the time period for project completion. Extensions are within the sole discretion of the DEPARTMENT.
6. The DEPARTMENT will reimburse the GRANTEE as follows:
 - a. To be eligible for reimbursement, the GRANTEE shall submit a complete reimbursement request to the DEPARTMENT within 45 days of the project completion and **no later than May 15, 2001.** The GRANTEE may submit no more than two requests for reimbursement, including the final request, during the project period.

- b. A reimbursement request shall document all eligible costs and expenses incurred by the GRANTEE to complete the project, shall be submitted on a form provided by the DEPARTMENT and include documentation required by the DEPARTMENT including, but not limited to, invoices and cancelled checks for all eligible costs.
 - c. Reimbursement of up to Ninety (90%) percent of the eligible grant amount will be made only upon DEPARTMENT review and approval of a complete reimbursement request.
 - d. All grants are subject to audit, at the discretion of the DEPARTMENT. Prior to making final payment, the DEPARTMENT may conduct an audit of the project's financial records upon approval of the final reimbursement request by staff of the Parks and Recreation Bureau. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - e. Final reimbursement of the remaining Ten (10%) percent of the eligible grant amount will be released pending satisfactory project completion as determined by the DEPARTMENT, including, at the discretion of the DEPARTMENT, completion of a satisfactory audit.
7. The GRANTEE agrees as follows:
- a. To immediately appropriate funds necessary to complete the approved project.
 - b. To complete the approved project work to the satisfaction of the DEPARTMENT, and to provide such funds, services, and materials as may be necessary to satisfy the terms of this Agreement.
 - c. To complete the project in compliance with all applicable State, local and federal law and regulations and in compliance with permits issued by the Department of Environmental Quality and the Army Corps of Engineers.
 - d. To use all funds granted by the DEPARTMENT under this Agreement solely for eligible project costs approved by the DEPARTMENT.
 - e. To maintain satisfactory financial accounts, documents, and records and shall make them available to the DEPARTMENT for auditing at reasonable times. The GRANTEE shall retain such accounts, documents, and records for a period of not less than three years following completion of the project.
 - f. To openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Engineer and to provide the DEPARTMENT with documentation of the contracting process upon request.
8. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
9. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

10. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees to comply with the civil rights requirements set forth by the DEPARTMENT and that any subcontract shall contain a non-discrimination provisions which is not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
11. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- Terminate this Agreement; and/or
 - Withhold and/or cancel future payments to the GRANTEE on any or all current DEPARTMENT grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - Require repayment of grant funds paid to the GRANTEE; and/or
 - Require specific performance of the Agreement.
12. The Agreement may be executed separately by the parties. This Agreement is not effective until the GRANTEE has signed it and returned it together with the necessary attachments, and the DEPARTMENT has signed it.

WITNESSES:

Dail Q. Kunderger
Linda Potter

GRANTEE:

By: Fred J. Nielsen
Title: Fred J. Nielsen, Mayor

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES:****WITNESSES:**

By:

Sharon L. Edgar, Chief
Grants Administration Division

EFFECTIVE DATE: / /2000

APPENDIX A

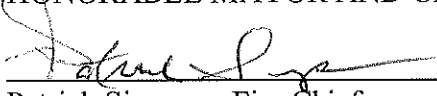
2000 EMERGENCY DREDGING GRANT APPLICATION #ED 00-011

(incorporated herein by reference)

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: HONORABLE MAYOR AND CITY COMMISSION

FROM: 
Patrick Simpson, Fire Chief

DATE: October 20, 2000

SUBJ: **Request for Permission to Purchase 6 Automatic External
Defibrillator units**

SUMMARY OF REQUEST:

The Fire Department is requesting City Commission permission to purchase 6 automatic external defibrillator (AED) units from Medtronic Physio-Control.

FINANCIAL IMPACT:

\$17,369.44

BUDGET ACTION REQUIRED:

To be purchased with remainder of funds budgeted from public improvement fund for Self-Contained Breathing Apparatus, which were unspent.

STAFF RECOMMENDATION

Staff recommends approval of purchase of 6 Lifepak 500 AED's using unspent funds that were budgeted for SCBA units from Medtronic Physio-Control.

COMMITTEE RECOMMENDATION:

October 20, 2000

Honorable Mayor and City Commission
Through the City Manager

Dear Mayor and Commissioners:

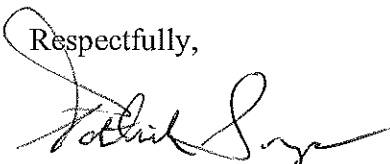
Recently, the Muskegon Fire Department was advised by Laerdal Corporation that our "Heartstart 1000" automatic external defibrillators were no longer manufactured by the company. Further, Laerdal advised that repairs of the units would only be available until current parts inventories were exhausted. Thus, our AED's are now obsolete.

On October 6, 2000 we received a quote from Physio-Control Corporation for 6 new "bi-phase" automatic external defibrillators with trade in of our old units for \$17,369.44.

I am recommending that we purchase the 6 Physio-Control "Lifepak 500" AED's and associated training materials to maintain the quality of emergency medical service our citizens expect and deserve from the Muskegon Fire Department. This recommendation is based upon the need to use Physio-Control units to be compatible with our ambulance service and all other fire departments in the County. Further, with the special pricing and trade in option we will save \$3,493.56 or 20% of the cost to buy the AED's after 1-1-01.

Funds for this project are from the public improvement fund where the 12 self-contained breathing apparatus came in \$21,018.00 under budget in January 2000.

Respectfully,

A handwritten signature in black ink, appearing to read "Patrick Simpson", written over a circular mark.

Patrick Simpson
Fire Chief



Medtronic Physio-Control
11811 Willows Road NE
P. O. Box 97023
Redmond, WA 98074-9733 USA
www.physiocontrol.com
www.medtronic.com

customer support 800 442-1142
fax 123.862 1146

6162 Heathcross
Hudsonville, MI 49426
800-442-1142 x2728
October 6, 2000

Chief Pat Simpson
City of Muskegon Fire Department
75 W. Walton
Muskegon, MI 49440
231-724-6985

Dear Chief Simpson:

Here is your quote for:

- 1) 6 LIFEPAK®500 units with 5-year lithium batteries, and carrying cases.
- 2) Complete data management package.
- 3) LIFEPAK 500T Trainer and AED Challenge training unit.
- 4) Trade-in 5 HS1000 units.
- 5) Total: \$17,369.44, due in middle to late January, 2001

This quote purchased in it's entirety after January 1, 2001 will cost \$20,862.

Best Wishes,

Curt Zondervan
MEDTRONIC PHYSIO-CONTROL

Date: November 14, 2000

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Bond Authorizing Resolution 2000 Special Assessment Bonds

SUMMARY OF REQUEST: The City is in the midst of an aggressive citywide sidewalk improvement program. To finance the up front costs, it is periodically necessary to issue special assessment bonds. These bonds will be paid from special assessments levied against benefiting property owners. Previously the Commission adopted a *Notice of Intent Resolution* which notified citizens of the City's intent to borrow and allowed for a 45-day period during which petitions could be filed to force a referendum on the issue. The 45-day period has elapsed with no petitions being filed and the next step in the bonding process is adoption of the attached bond authorizing resolution.

FINANCIAL IMPACT: The attached resolution authorizes the City to borrow \$825,000. The bonds will be paid from special assessments over 10 years and will carry, as a secondary pledge, the City's limited full faith and credit. This means that if special assessment income falls short of the amount needed to make annual debt service payments, the City's General Fund will be required to make up the shortfall.

The full financial impact will not be known until bonds are sold and interest rates determined. Bonds are scheduled for sale on Tuesday, November 28th and the results will be brought to the City Commission that same evening for award.

BUDGET ACTION REQUIRED: None at this time. The annual debt service costs will be budgeted in future years as well until the bonds are retired (2009).

STAFF RECOMMENDATION: Approval of the attached bond authorizing resolution.

COMMITTEE RECOMMENDATION: None.

Founded in 1852
by Sidney Davy Miller

Sidney T. Miller (1864-1940)
George L. Canfield (1866-1928)
Lewis H. Paddock (1866-1935)
Ferris D. Stone (1882-1945)

JOEL L. PIELL
TEL: (313) 496-7518
FAX: (313) 496-8450
E-MAIL: piell@millercanfield.com

MILLER CANFIELD

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL: (313) 963-6420
FAX: (313) 496-7500
www.millercanfield.com

MICHIGAN: Ann Arbor
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New York, N.Y.
Washington, D.C.
POLAND: Gdynia
Katowice • Warsaw

AFFILIATED OFFICE:
Pensacola, FL

October 24, 2000

Mr. Timothy J. Paul
Finance Director
City of Muskegon
933 Terrace St
PO Box 536
Muskegon, MI 49443-0536

Dear Tim:

I have received Warren's specifications for the City's 2000 special assessment bonds and have drafted the enclosed bond authorizing resolution.

I would ask you to review same and if it meets with your approval, submit same to the City Commission for its consideration.

After adoption of the resolution, I would ask that you return three certified copies of same to me.

Should you have any questions concerning this or if I may be of other assistance to you, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: _____

Joel L. Piell

Enclosures (w/diskette)

cc: Mr. Warren M. Creamer, III (w/enclosure)

DELIB:2191104.1\063684-00030

CITY OF MUSKEGON
COUNTY OF MUSKEGON, STATE OF MICHIGAN

RESOLUTION AUTHORIZING ISSUANCE OF
2000 SPECIAL ASSESSMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)

Minutes of a regular meeting of the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, held on the 14th day of November, 2000, at 5:30 p.m., Eastern Standard Time, in the said City.

PRESENT: Members Shepherd, Sieradzki, Spataro, Benedict, Nielsen,
and Schweifler

ABSENT: Members Aslakson

The following preamble and resolution were offered by Member

Sieradzki and supported by Member Spataro:

WHEREAS, various special assessment rolls (the "Rolls") as hereinafter described for the construction of certain sidewalk improvements (the "Improvements") in districts H -1476, H- 1491, and H- 1507 (the "Districts") in the City of Muskegon (the "City") have been prepared, reviewed and confirmed by the City Commission; and

WHEREAS, the City Commission has determined that it will be necessary to issue special assessment bonds pledging for their payment collections on the Rolls;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The estimated period of usefulness of the Improvements is not less than ten (10) years.

2. Special assessment bonds shall be issued in the principal amount of Eight Hundred Twenty Five Thousand Dollars (\$825,000) (the "Bonds") in anticipation of the collection of future due installments on the Rolls, together with interest and investment income thereon, as follows:

<u>SPECIAL ASSESSMENT ROLL</u>	<u>AMOUNT PLEDGED</u>
H-1476	\$130,000
H-1491	420,000
H-1507	275,000

The liability of each of the Rolls shall be limited to the principal amount thereof pledged as set forth above and interest and investment income thereon. In addition to the special assessments primarily pledged as aforesaid, the full faith, credit and resources of the City shall be pledged secondarily for the prompt payment of the principal of and interest on the Bonds as the same become due. If the pledged special assessments are not collected in amounts sufficient to pay the principal of and interest on the Bonds as the same become due, the City will promptly advance from its general funds as a first budget obligation sufficient moneys to pay said principal of and interest on the Bonds or, if necessary, levy taxes upon all taxable property in the City therefor, subject to applicable constitutional, statutory and charter tax rate limitations.

3. The Bonds shall be designated 2000 SPECIAL ASSESSMENT BONDS (LIMITED TAX GENERAL OBLIGATION), consist of bonds registered as to principal and interest in the denomination of \$5,000 or multiples thereof not exceeding for each maturity the aggregate principal amount of that maturity, numbered in order of registration, dated

December 1, 2000, on the date the bonds are issued in the event the bonds are insured and be payable annually on April 1 of the years and in the principal amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2001	\$ 65,000	2007	\$90,000
2002	85,000	2008	85,000
2003	85,000	2009	85,000
2004	90,000	2010	70,000
2005	85,000		
2006	85,000		

4. The Bonds shall bear interest at a rate or rates determined on sale thereof, but not exceeding seven percent (7%) per annum, payable on April 1, 2001, and semiannually thereafter, by check or draft drawn on the Transfer Agent (hereinafter defined) and mailed to the registered owner at the registered address as shown on the registration books of the City maintained by the Transfer Agent. Interest shall be payable when due to the person or entity who or which is the registered owner of record as of the fifteenth (15th) day of the month prior to the payment date for each interest payment. The date of determination of the registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable upon presentation and surrender thereof at the location of the Transfer Agent.

The Bonds shall not be subject to redemption prior to maturity.

National City Bank of Michigan/Illinois, Troy, Michigan be and is hereby designated as bond registrar, paying agent and transfer agent (the "Transfer Agent") for the Bonds. The City may designate a new Transfer Agent by notice mailed to the registered owner of each of the Bonds at such time outstanding not less than sixty (60) days prior to any interest payment date.

The City Treasurer is hereby authorized to execute an agreement with the Transfer Agent on behalf of the City.

5. The Bonds shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall have the City's seal or a facsimile thereof printed or affixed on them. No bond authorized by this resolution shall be valid until authenticated by an authorized representative of the Transfer Agent.

The Bonds shall be delivered to the Transfer Agent for authentication and shall be delivered by the Transfer Agent to the purchaser in accordance with instructions from the Treasurer of the City upon payment of the purchase price for the Bonds in accordance with the accepted bid therefor. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping. The Bonds may be issued in book entry only form through the Depository Trust Company of New York.

6. Any Bond authorized by this resolution may be transferred upon the books required to be kept by the Transfer Agent pursuant to this section by the person or entity in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds in like aggregate principal amount, maturity and maturity rate. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MUSKEGON

CITY OF MUSKEGON
2000 SPECIAL ASSESSMENT BOND
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Date of</u> <u>Original Issue</u>	<u>Cusip</u>
--------------------------------	--------------------------------	---	--------------

Registered Owner:

Principal Amount: _____ Dollars

The City of Muskegon, County of Muskegon, State of Michigan (the "Issuer"), promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown above, in lawful money of the United States of America, on the Maturity Date shown above, with interest thereon from the Date of Original Issue shown above, or such later date to which interest has been paid, until paid, at the Interest Rate per annum shown above, first payable on April 1, 2001, and semiannually thereafter. Principal of this bond is payable upon presentation and surrender at the principal corporate trust office of National City Bank of Michigan/Illinois, Troy, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any interest payment date. Interest on this bond is payable when due to the person or entity who or which is the registered owner of record as of the 15th day of the month preceding the payment date as shown on the registration books of the Issuer maintained by the transfer agent, by check or draft mailed to the registered owner at the registered address. For the prompt payment of this bond, both principal and interest, the limited tax full faith, credit and resources of the Issuer are hereby irrevocably pledged.

This bond is one of a series of bonds of even Date of Original Issue, aggregating the principal sum of \$825,000, issued in anticipation of the collection of special assessments in Special Assessment District Nos. H-1476, H-1491, and H-1507 (the "Districts") of the Issuer for the purpose of paying part of the cost of public improvements in the Districts, all in accordance with the provisions of Act 279, Public Acts of Michigan, 1909, as amended, the Issuer's charter and a duly adopted resolution (the "Resolution") of the Issuer.

This bond, including the interest hereon, is payable primarily out of special assessments to be collected on the lands situated in the aforesaid Districts. The liability of each District is limited as provided in the Resolution. In case of insufficiency of said special assessment collections, this bond is payable as a first budget obligation out of the general funds of the

Issuer, including the collection of any ad valorem taxes which the Issuer is authorized to levy, subject to applicable constitutional, statutory and charter tax rate limitations.

Bonds of this issue are not subject to redemption prior to maturity.

[Insert Term Bond Language, if applicable]

This bond is transferable only upon the books of the Issuer kept for that purpose at the office of the transfer agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Resolution and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond and the series of bonds of which this is one have been done, exist and have happened in regular and due time and form as required by law, and that the total indebtedness of the Issuer, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the transfer agent's Certificate of Authentication on this bond has been executed by the transfer agent.

IN WITNESS WHEREOF, the City of Muskegon, County of Muskegon, State of Michigan, by its Commission, has caused this bond to be executed with the facsimile signatures of its Mayor and its Clerk and its corporate seal or a facsimile thereof to be printed hereon, all as of the Date of Original Issue.

CITY OF MUSKEGON

By [specimen]
Mayor

(SEAL)

Countersigned

[specimen]
City Clerk

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the Resolution.

National City Bank of Michigan/Illinois
Troy, Michigan,
Transfer Agent

By _____
Authorized Representative

Date of Registration: _____

[The form of assignment shall be added by the bond printer.]

8. The City Clerk or Finance Director is authorized to make application to the Michigan Department of Treasury for permission to issue the Bonds, if required, or to request an Order Providing Exception From Prior Approval and to cause to be paid any required fee. Upon receipt from the Michigan Department of Treasury of either an Order Providing Exception From Prior Approval for the issuance of the Bonds or an Order of Approval for the issuance of the Bonds, the City Clerk shall fix the date of sale of the Bonds and shall cause notice of sale thereto to be published in The Bond Buyer, New York, New York, or The Detroit Legal News, Detroit,

Michigan, both authorized newspapers for such purposes, at least seven (7) full days before the date fixed for sale of the Bonds.

9. Said notice of sale shall be in substantially the following form:

OFFICIAL NOTICE OF SALE

\$825,000

CITY OF MUSKEGON
County of Muskegon
State of Michigan

2000 SPECIAL ASSESSMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)

SEALED BIDS for the purchase of the above bonds will be received by the undersigned at the office of the City Clerk of the City of Muskegon located at 933 Terrace Street, P.O. Box 536, Muskegon, Michigan 49443-0536, on _____, the ____ day of _____, 2000, until _____ o'clock __m., Eastern Standard Time, at which time and place said bids will be publicly opened and read. Bids will also be received simultaneously and publicly opened and read at the Municipal Advisory Council of Michigan, 1445 First National Building, Detroit, Michigan 48226. The City Council will meet no later than 5:30 o'clock p.m., Eastern Standard Time, on the same date to consider the award of such bids.

FAXED BIDS: Signed bids may be submitted by fax to the City at fax number (231) 724-4178, attention: Timothy Paul, or by MAC members to the MAC at (313) 963-0943; **provided that** faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure, and the **GOOD FAITH DEPOSIT MUST BE MADE AND RECEIVED** as described in the section captioned "GOOD FAITH" below.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Jennifer Emery, 395 Hudson Street, New York, New York 10014, (212) 806-8304. **NO ELECTRONIC BID WILL BE ACCEPTED UNLESS THE BIDDER HAS SUBMITTED A FINANCIAL SURETY BOND IN THE AMOUNT DESCRIBED IN THE SECTION CAPTIONED "GOOD FAITH" BELOW.**

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: Bonds of this issue will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the aggregate principal amount of such maturity, dated December 1, 2000, numbered in order of registration, and will bear interest from their date payable on April 1, 2001, and semiannually thereafter.

The bonds will mature on the 1st day of April of the years and in the principal amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2001	\$ 65,000	2007	\$90,000
2002	85,000	2008	85,000
2003	85,000	2009	85,000
2004	90,000	2010	70,000
2005	85,000		
2006	85,000		

NO PRIOR REDEMPTION OF BONDS: Bonds of this issue shall not be subject to redemption prior to maturity.

TERM BONDS: The initial purchaser of the bonds may designate bonds in any one or more maturities as term bonds and the maturities so designated shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on April 1st of the years and in the amounts hereinbefore set forth in the maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Any such designation must be made at the time the bid is submitted. Bidders must designate whether bond maturities represent a serial maturity or a mandatory redemption requirement for a term bond maturity.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 7% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the bonds or at a price less than 98% of their par value will be considered. In the event Term Bonds are designated interest cost shall be determined by applying the interest rate of such Term Bonds to each mandatory sinking fund redemption for such Term Bonds.

PURPOSE AND SECURITY: The Special Assessment Bonds are issued in anticipation of the collection of future due installments of special assessments for local public improvements in certain Special Assessment Districts in the City, as set forth in the bond authorizing resolution. The special assessments and interest and investment income thereon shall be sufficient to pay the principal of and interest on the Special Assessment Bonds when due. The liability of each Special Assessment District is limited as set forth in the bond authorizing resolution. The bonds will pledge the limited tax full faith and credit of the City as additional security for payment of principal and interest. Pursuant to such pledge, should special assessment collections be insufficient, the City shall be obligated to pay the principal of and interest on said bonds as a set first budget obligation from its general funds, including the

collection of any ad valorem taxes which the City is authorized to levy, but any such levy shall be subject to applicable constitutional, charter and statutory tax rate limitations.

TRANSFER AGENT AND REGISTRATION: Principal and interest shall be payable at National City Bank of Michigan/Illinois, Troy, Michigan or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any interest payment date. Interest shall be paid when due by check or draft mailed to the owner as shown by the registration books of the City as of the 15th day of the month preceding any interest payment date. The bonds will be transferable only upon the registration books of the City kept by the transfer agent.

BOOK-ENTRY ONLY: The Bonds may be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for the Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased if issued in book-entry form.

BOND INSURANCE AT PURCHASER'S OPTION: If the bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the bonds. Any increased costs of issuance of the bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the bonds from a rating agency, the City will pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. **FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER, SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.**

GOOD FAITH: A certified or cashier's drawn incorporated bank or trust company or a Financial Surety Bond, in the amount of \$16,500, and payable to the order of the Treasurer of the Issuer is required for each bid as guarantee of good faith on the part of the bidder, to be forfeited as a liquidated damages if such bid be accepted and the bidder fails to take up and pay for the bonds. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, it must accompany each bid. If a Financial Surety bond is used, it must be from an insurance company licensed to issue such a bond in the State of Michigan and such Bond must be submitted to the Issuer's financial advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If the bonds are awarded to a bidder utilizing a Financial Surety Bond, then that purchaser (the "Purchaser") is required to submit its good faith deposit to the Issuer or its financial advisor in the form of a cashier's check (or wire transfer such amount as instructed by the Issuer or its financial advisor) not later than Noon, Eastern Time, on the next business day following the award. If such good faith deposit is not received by that time, the Financial Surety Bond may be drawn by the Issuer to satisfy the good faith deposit requirement. The good faith

deposit will be applied to the purchase price of the bonds. In the event the Purchaser fails to honor its accepted bid, the good faith deposit will be retained by the Issuer. No interest shall be allowed on the good faith checks, and checks of the unsuccessful bidders will be promptly returned to each bidder's representative or by mail. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest interest cost computed by determining, at the rate or rates specified in the bid, the total dollar value of all interest on the bonds from _____ 1, 2000, to their maturity and deducting therefrom any discount or adding thereto any premium.

LEGAL OPINION: Bids shall be conditioned upon unqualified approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan ("Bond Counsel"), copies of which opinion will be printed on the reverse side of the bonds, and the original of which will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Bond Counsel for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue their unqualified approving opinion as to validity of the above bonds, Bond Counsel have not been requested to examine or review and have not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

TAX MATTERS: In the opinion of Bond Counsel, assuming compliance with certain covenants, interest on the bond, is excluded from gross income for federal income tax purposes, as described in the opinion, and the bonds and interest thereon are exempt from all taxation in the State of Michigan except inheritance taxes and taxes on gains realized from the sale, payment or other disposition thereof.

ISSUE PRICE CERTIFICATE: The successful bidder will be required to furnish prior to the delivery of the bonds, a certificate in a form acceptable to Bond Counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

QUALIFIED TAX EXEMPT OBLIGATIONS: The City has designated the bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser at Detroit, Michigan, or such other place as may be mutually agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Standard Time, on the 45th day following the date of sale, or the first business day

thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw his proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the bonds shall be made in immediately available funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery. Unless the purchaser furnishes the transfer agent with a list giving the denominations and names in which the purchaser wishes to have each issue of the bonds issued at least five business days prior to the date of delivery of the bonds, each issue of the bonds may be delivered in the form of a single certificate for each maturity registered in the name of the purchaser.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on said bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for said bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on said bonds shall be paid for by the County; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

MICHIGAN REVENUE SHARING AND PROPERTY TAX REFORM: On December 10, 1998, the Michigan Legislature enacted Public Act 532 of 1998 which changed the formula pursuant to which state revenue sharing moneys are returned to local units of government, including the City. Legislation also has been introduced in the Michigan Legislature which, if enacted in its present form, would reduce the taxable valuation of property subject to ad valorem taxation from 50% of the cash value to 40% of the cash value. Legislation also has been introduced in the Michigan Legislature, which, if enacted, depending on the version enacted, could result in either immediate or phased-in exemption of all or some of the personal property located in the jurisdictional boundaries of the City, without making provisions for replacement of lost revenues to the City. In addition, the Michigan Department of Treasury has approved revisions to the State's personal property tax tables effective for the year 2000 which may reduce overall personal property tax revenues in the City. The State Tax Tribunal has informally indicated that the Tax Tribunal may allow them to be applied retroactively in pending personal property tax appeals. In anticipation of the new multipliers, many personal property taxpayers have filed appeals of their existing tax assessments. The financial impact of the change in multipliers and any appeals, if successful, on the City's operating revenues is unknown. Purchasers of the bonds offered herein should be alert to the potential effect of the foregoing measures upon the Bonds, the security therefor, and the operations of the City.

FINANCIAL CONSULTANT: Further information with respect to the bonds may be obtained from Robert W. Baird & Co., Incorporated, 300 East Fifth Avenue, Suite 200, Naperville, Illinois 60563. Telephone (630) 778-9100.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Special Assessment Bonds".

Gail Kunding
City Clerk
City of Muskegon

10. There shall be established and maintained a fund to be designated 2000 SPECIAL ASSESSMENT BONDS DEBT RETIREMENT FUND. Into said fund there shall be placed the accrued interest and premium, if any, attributable to the Bonds received at the time of delivery thereof. In addition, there shall be paid into said fund the collections of principal of and interest on the Rolls in anticipation of the collection of which the Bonds authorized by the provisions of this resolution are to be issued. The amount to be paid by each District shall not exceed the amount of the liability of such District set forth in Section 2 hereof and the interest and investment income thereon. If at any time said fund is insufficient to pay the principal of and interest on said Bonds as the same become due, the City shall advance from its general funds as a first budget obligation a sufficient amount of money to pay such principal and interest and, if necessary, shall levy taxes on all taxable property in the City for such purpose, subject to applicable constitutional, statutory and charter tax rate limitations.

11. There shall be established and maintained a separate fund for each District, to be designated 2000 SPECIAL ASSESSMENT DISTRICT NO. _____ CONSTRUCTION FUND, into which shall be placed the District's portion of the proceeds of sale of the Bonds, except retirement fund for the Bonds, accrued interest and premium, if any, and from which fund there shall be paid the cost of the Improvements in the respective Districts. The moneys in the several funds may be maintained in a single account, but no money shall be drawn therefrom for the

benefit of any District in excess of the District's proportion of the proceeds of the Bonds, and investment income thereon. There shall also be placed in said fund the collections of principal of and interest on the related Roll to the extent not pledged in Section 2 hereof.

12. The City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of deduction of interest by financial institutions, and further covenants for the benefit of the holders of the Bonds that it will not cause or permit the proceeds thereof to be used in a manner which would cause the Bonds to lose the exemption from taxation in the State of Michigan and from federal income taxation conferred by the Internal Revenue Code of 1986, as amended.

13. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members Shepherd, Sieradzki, Spataro, Benedict, Nielsen,
and Schweifler

NAYS: Members None

ABSTAIN: Members None

RESOLUTION DECLARED ADOPTED.

Dail Q. Kunderger
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on November 14, 2000, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings

Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



City Clerk
City of Muskegon

DELIB:2190867.1\063684-00030

Affirmative Action
616/724-6703
FAX/722-1214

Assessor
616/724-6708
FAX/724-4178

Cemetery
616/724-6783
FAX/726-5617

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

Comm. & Neigh.
Services
616/724-6717
FAX/726-2501

Engineering
616/724-6707
FAX/727-6904

Finance
616/724-6713
FAX/724-6768

Fire Dept.
616/724-6792
FAX/724-6985

Income Tax
616/724-6770
FAX/724-6768

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/722-1214

Mayor's Office
616/724-6701
FAX/722-1214

Neigh. & Const.
Services
616/724-6715
FAX/726-2501

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

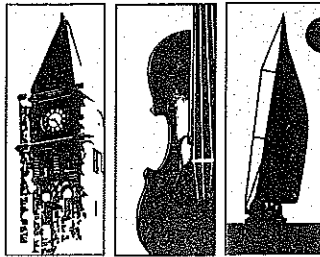
Public Works
616/724-4100
FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

Water Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

November 17, 2000

Mr. Joel L. Piell
Miller, Canfield, Paddock and
Stone, P.L.C.
150 W. Jefferson, Suite 2500
Detroit, MI 48226

Dear Mr. Piell:

Enclosed are three resolutions for the City of Muskegon 2000 special assessment bonds. If you have any questions, please call me at (231) 724-6705.

Thank you,

A handwritten signature in cursive script that reads 'Linda Potter'.

Linda Potter
Deputy Clerk

Enc.

Founded in 1852
by Sidney Davy Miller

Sidney T. Miller (1864-1940)
George L. Canfield (1866-1928)
Lewis H. Paddock (1866-1935)
Ferris D. Stone (1882-1945)

JOEL L. PIELL
TEL: (313) 496-7518
FAX: (313) 496-8450
E-MAIL: piell@millercanfield.com

MILLER CANFIELD

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL: (313) 963-6420
FAX: (313) 496-7500
www.millercanfield.com

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Howell • Kalamazoo
Lansing • Monroe • Troy

New York, N.Y.
Washington, D.C.
POLAND: Gdynia
Katowice • Warsaw

AFFILIATED OFFICE:
Pensacola, FL

November 21, 2000

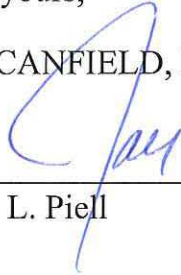
Ms. Linda Potter
Deputy Clerk
City of Muskegon
933 Terrace St
PO Box 536
Muskegon, MI 49443-0536

Dear Ms. Potter:

Just a note to acknowledge receipt of your mailing of November 17th, containing the bond authorizing resolution for the City's 2000 special assessment bonds. Thank you for sending this to me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 
Joel L. Piell

cc: Mr. Timothy J. Paul

DELIB:2197587.1\063684-00030

Commission Meeting Date: November 14, 2000

Date: November 7, 2000

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department *CBE*

RE: Extending the Jackson Hill land sale incentive program for one year

SUMMARY OF REQUEST: To approve the extension of the Jackson Hill incentive program in order that it may be coordinated with Community and Neighborhood Services targeted Jackson Hill Infill program. It is the opinion of staff that the incentives make the program more attractive and more affordable to the targeted 80% median income residents. The City owned lots usually sell for approximately \$3,500, but if all incentives are met, the properties can sell for as low as \$500.00.

FINANCIAL IMPACT: The sale of the lots and the construction of the homes will add to the City's Housing stock in a core city neighborhood. The sale and construction of the housing will also allow the property to be placed back on the tax roll as well as increase the overall value of housing in the area.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the extension of the Jackson Hill Incentive program.

COMMITTEE RECOMMENDATION: None.

**JACKSON HILL CONSTRUCTION INCENTIVES
FOR BUILDABLE LOTS**

	<u>Description</u>	<u>Discount</u>
A.	Two (2) story home	\$ 2,000
B.	Detached garage (w or w/o breezeway) Lots of 100' or more must have 2 car garage	1,000
C.	Brick or brick veneer Covering at least four (4) feet of the home	1,000
D.	Bay window At least one in the front of home	500
E.	Front porch	300
F.	Gabled roof detail	300
G.	Dormer(s)	300
H.	Decorative windows	200
I.	Shutters	100

* Buildable lots between 66'-99' will be sold for \$3,000
Total incentive package for lots between 66'-99' cannot exceed \$2,500

* Buildable lots that are 100' or more will be sold for \$3,500
Total incentive package for lots of 100' or more cannot exceed \$3,000

Date: November 9, 2000
To: Honorable Mayor and City Commission
From: Gail A. Kunding, City Clerk
RE: Liquor License Request

SUMMARY OF REQUEST: To approve the request to drop Ismail Shaba, a current stockholder and transfer his shares to new stockholder Samei Btk. City departments have been contacted regarding this transfer. If you approve this request, please make it contingent upon payment of any money owed the city and that any violations be addressed before sending documents to the State of Michigan Liquor Control Commission.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the request.

Affirmative Action
231/724-6703
FAX/722-1214

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

Civil Service
231/724-6716
FAX/724-4405

Clerk
231/724-6705
FAX/724-4178

Comm. & Neigh.
Services
231/724-6717
FAX/726-2501

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

Fire Dept.
231/724-6792
FAX/724-6985

Income Tax
231/724-6770
FAX/724-6768

Info. Systems
231/724-6744
FAX/722-4301

Leisure Service
231/724-6704
FAX/724-1196

Manager's Office
231/724-6724
FAX/722-1214

Mayor's Office
231/724-6701
FAX/722-1214

Neigh. & Const.
Services
231/724-6715
FAX/726-2501

Planning/Zoning
231/724-6702
FAX/724-6790

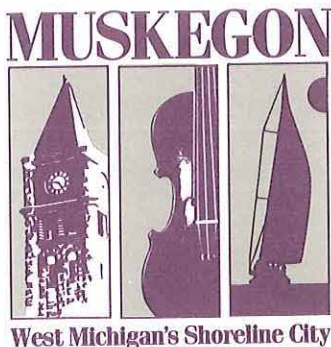
Police Dept.
231/724-6750
FAX/722-5140

Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

Water Billing Dept.
231/724-6718
FAX/724-6768

Water Filtration
231/724-4106
FAX/755-5290



October 20, 2000

To: The City Commission through the City Manager

From: Tony Kleibecker
Tony Kleibecker, Chief of Police

Re: Addition of stockholder on liquor license at 939 Third St, Muskegon, MI.

The Muskegon Police Department has received a request from the Liquor Control Commission for an investigation concerning applicant Muskegon Nights, Inc., located at 939 Third St.; Muskegon Harbor Holiday Inn.

Muskegon Nights is requesting to drop a current stockholder and transfer 3,000 shares to a new stockholder, Samei Btk. The current license is a 2000 12 Months Resort B-hotel business with Dance-Entertainment Permit, Official Permit (food), Miscellaneous-1 (guest registration), Outdoor Service (1 area), and 3 bars.

Samei Btk is a white male, with a date of birth of 12-2-73. Our department has spoken with Samei Btk. He is currently employed at the hotel. He resides at 789 Mariwood Street in North Muskegon, Michigan. He is not a citizen of the USA but does have permanent Resident Alien status.

We have searched our records and conducted a Michigan Criminal History Check and find no reason to deny this request.

TK/cmw

Michigan Department of Consumer & Industry Services

LIQUOR CONTROL COMMISSION

7150 Harris Drive

P.O. Box 30005

Lansing, Michigan 48909-7505

POLICE INVESTIGATION REQUEST

[Authorized by MCL 436.1(4)]

To: Muskegon Police Department
Chief of Police
980 Jefferson Street
PO Box 536
Muskegon, MI 49443-0536

Date: September 18, 2000
REF#:
REQ ID#:90055

Chief Law Enforcement Officer

Applicant:

MUSKEGON NIGHTS, INC. requests to drop Ismail Shaba as stockholder in 2000 12 Months Resort B-Hotel licensed business with Dance-Entertainment Permit, Official Permit (Food), Miscellaneous-1 (Guest Registration), Outdoor Service (1 area), and 3 bars, located at 939 Third, Muskegon, MI 49440, Muskegon County, through transfer of his 3,000 shares to new stockholder, Samei Btk.

Please make an investigation of the application. If you do not believe that the applicants are qualified for licensing, give your reasons in detail. Complete the Police Inspection Report on Liquor License Request, LC-1800, or for Detroit police, the Detroit Police Investigation of License Request, LC-1802. If there is not enough room on the front of the form, you may use the back.

Forward your report and recommendations of the applicant to the Licensing Division.

Please include fingerprint cards and \$15.00 for each card, and mail to the Michigan Liquor Control Commission.

If you have any questions, contact the Licensing Division at (517) 322-1400, after 10:00 a.m.

LC-1972 Rev. 6/92
4880-1658

sfs

MEMO

To: Chief Tony Kleibecker

CC: Det. Sgt. Dean Roesler

From: Det. Kurt Dykman

Date: 10-3-00

Re: Addition of stockholder on liquor license at 939 Third St, Muskegon, MI.

Chief Kleibecker,

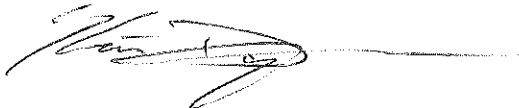
The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant Muskegon Nights, Inc., located at 939 Third St.; Muskegon Harbor Holiday Inn.

Muskegon Nights is requesting to drop a current stockholder and transfer 3,000 shares to new stockholder, Samei Btk. The current license is a 2000 12 Months Resort B-hotel business with Dance-Entertainment Permit, Official Permit (food), Miscellaneous-1 (guest registration), Outdoor Service (1 area), and 3 bars.

I have talked with Samei Btk, W/M 12-2-73. Samei Btk is currently employed at the hotel. He resides at 789 Mariwood St., North Muskegon, Mi. He is not a citizen of the USA but does have permanent Resident Alien status.

I have searched MPD records and conducted a Michigan Criminal History Check and find no reason to deny this request.

Respectfully submitted,



Det. Kurt Dykman

data/common/Btk

POLICE INSPECTION REPORT ON LIQUOR LICENSE REQUEST

(Authorized by MCL 436.7a)

LIQUOR CONTROL COMMISSION7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505

Important: Please conduct your investigation as soon as possible and complete all four sections of this report.
Return the completed report and fingerprint cards to the Commission.

J. J. H.
9-19-00

BUSINESS NAME AND ADDRESS: (include zip code)

MUSKEGON NIGHTS, INC., 939 Third, Muskegon, MI 49440, Muskegon County

REQUEST FOR: Drop Ismail Shaba as stockholder in 2000 12 Months Resort B-Hotel licensed business with Dance-Entertainment Permit, Official Permit (Food), Miscellaneous-1 (Guest Registration), Outdoor Service (1 area), and 3 bars through transfer of his 3,000 shares to new stockholder, Samei Btk.

Section 1.**APPLICANT INFORMATION**

APPLICANT #1:

APPLICANT #2:

Samei Btk - Stockholder

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

21180 Glenmorra

Southfield, MI 48076

B(231)720-7112

DATE OF BIRTH: 12-2-73

DATE OF BIRTH:

If the applicant is not a U.S. Citizen:

If the applicant is not a U.S. Citizen:

o Does the applicant have permanent Resident Alien status?

☒ Yes ☐ No

o Does the applicant have a Visa? Enter status:

o Does the applicant have permanent Resident Alien status?

☐ Yes ☐ No

o Does the applicant have a Visa? Enter status:

Date fingerprinted: 9-21-00

Date fingerprinted:

Attach the fingerprint card and \$15.00 for each card and mail to the Liquor Control Commission.ARREST RECORD: ☐ Felony ☐ MisdemeanorARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2.**Investigation of Business and Address to be Licensed**Can living quarters be reached from the inside of the establishment without going outside? ☒ Yes ☐ No

Does applicant intend to have dancing or entertainment?

☐ No ☒ Yes, complete LC-693N, Police Investigation Report: Dance/Entertainment PermitAre gas pumps on the premises or directly adjacent? ☒ No ☐ Yes, explain relationship:**Section 3.****Local and State Codes and Ordinances, and General Recommendations**Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No

If you are recommending approval subject to certain conditions, list the conditions: (Attach a signed and dated report if more space is needed)

Section 4.**Recommendation**

From your investigation:

1. Is this applicant qualified to conduct this business if licensed?

☒ Yes ☐ No

2. Is the proposed location satisfactory for this business?

☒ Yes ☐ No

3. Should this request be granted by the Commission?

☒ Yes ☐ No

4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

[Signature]
Signature (Sheriff or Chief of Police)11-15-00
Date

MICHIGAN DEPARTMENT OF COMMERCE
LIQUOR CONTROL COMMISSION

RESOLUTION

2000-106(b)

At a Regular meeting of the City Commission
(Regular, or Special) (Township Board, City or Village Council)

called to order by Mayor Nielsen on November 14, 2000, at 5:30 P.M.

the following resolution was offered:

Moved by Commissioner Schweifler and Supported by Vice Mayor Sieradzki

That the request from Muskegon Nights, Inc. to drop Ismail Shaba as stockholder in 2000 12 Months Resort B-Hotel licensed business with Dance-Entertainment Permit, Official Permit (Food), Miscellaneous-1 (Guest Registration), Outdoor Service (1 area), and 3 bars, located at 939 Third, Muskegon, MI 49440, Muskegon County, through transfer of his 3,000 shares to new stockholder, Samei Btk.

be considered for Approval
(Approval or Disapproval)

Approval

Yeas: 5

Nays: 1

Absent: 1

Disapproval

Yeas:

Nays:

Absent:

It is the consensus of this legislative body that the application be Recommended
(Recommended or
not Recommended) for issuance.

State of Michigan)
County of Muskegon) SS

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the

City Commission at a Regular
(Regular or Special)

meeting held on the 14th of November, 2000
(Date)

(Signed)



(Township, City, or Village Clerk)

Gail A. Kunderger, City Clerk
933 Terrace, PO Box 536

(Address of Township, City or Village Board)

Muskegon, MI 49443-0536

SEAL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LC C
7150 Harris
PO Box 30005
Lansing MI 48207
GARY SCHUELL
DELIVERY SERVICES AGENT FOR STATE

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

☒ X

☐ Agent ☐ Addressee

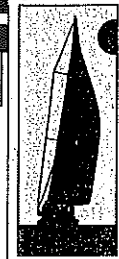
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Service Type: ☒ Registered Mail ☐ Express Mail ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.

Restricted Delivery? (Extra Fee) ☐ Yes

e Provided)

CON



reline City

d by mailer)

for Instructions

TS, INC.

0

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/722-1214

Mayor's Office
616/724-6701
FAX/722-1214

Neigh. & Const.
Services
616/724-6715
FAX/726-2501

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

Public Works
616/724-4100
FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

Water Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

To Whom It May Concern:

Enclosed is the resolution, police inspection report (LC-1800), print card and check for Samei Btk.

Please do not hesitate to call me at (231) 724-6705 if you have any questions.

Sincerely,

Linda Potter

Linda Potter
Deputy Clerk

Enc.

Commission Meeting Date: November 14, 2000

Date: November 7, 2000

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services

**RE: Cancellation of Public Hearing concerning City's
1999 – 2000 Consolidated Annual Performance
Evaluation Report (CAPER)**

SUMMARY OF REQUEST: The Community and Neighborhood Services Department received a legal opinion from Attorney Cathy Bialas of the U. S. Department of Housing and Urban Development, stating that the City has met its obligation concerning the Citizen's Participation Plan as it relates to its CAPER submission. Therefore an additional Public Hearing is not required.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To cancel scheduled Public Hearing

COMMITTEE RECOMMENDATION: None

Date: November 14, 2000
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Request for an Encroachment Agreement
City Cafe

SUMMARY OF REQUEST:

Mr. Frank Lister, owner of the City Café, has submitted the attached Encroachment Agreement Form requesting your permission to install a sign on the Western Ave. side of 425 W. Western (southeast corner of Third & Western). Furthermore, your permission, if granted, be contingent upon receiving approval from HDC as well as inspection.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the encroachment.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

ENCROACHMENT AGREEMENT AND PERMIT

THIS AGREEMENT is made and entered into this 14 day of November, 2000 by and

between the CITY OF MUSKEGON, a municipal corporation (hereinafter called CITY), and Ashley-Chandler, Ltd d.b.a.City Cafe

_____ (hereinafter called LICENSEE).

RECITALS

1. LICENSEE proposes to install, repair or maintain improvements or facilities ("the encroachment"), in or abutting a street, alley, sidewalk, park, terrace or other property controlled or owned by the City of Muskegon, the encroachment being described as

Wall(Bracket)sign bolted to the Frauenthal
Hilt building above 425 W. Western's entrance (see exhibit.)

2. The City - owned or controlled property (herein "property") subject to the encroachment is described as: The sidewalk in front of 425 w. Western Avenue.
[please insert a general description, and if required by the city, an accurate legal description]

3. The City is willing to grant such privilege upon the terms and conditions herein. This agreement shall constitute a permit under section 18-19 of the Code of Ordinances, but shall apply to any encroachment on public ways or property.

THEREFORE,

1. CITY does hereby grant unto LICENSEE the privilege of _____ constructing,
☒ installing, _____ maintaining _____ repairing _____ performing all necessary functions relating to the encroachment, and for that purpose to enter the property, for the term herein stated. This

privilege shall be effective upon the issuance of an encroachment permit, which shall be issued only after approval of this agreement by the City Commission and delivery to the City of the required evidence of insurance coverages.

This grant is subject to the following special conditions: _____

SEE SUPPLEMENTAL CONDITIONS

2. That LICENSEE shall pay to the City for the privilege hereby granted the sum of _____ Dollars (\$____), such payment to be made upon the signing of this agreement to be dated as of the 14 day of November, 2001~~9X~~, to the City Treasurer of the City of Muskegon, and the privilege hereby granted shall continue for a period to terminate the first day of May, 2005, unless sooner terminated as hereinafter provided.

3. INDEMNIFICATION. The LICENSEE shall indemnify and save harmless said GRANTOR of and from any liability for claims, damages, costs, expenses, or fees, including any attorney fees, or fines or awards brought against or charged to the city by any person, firm or corporation on account of or arising from the privilege hereby granted to LICENSEE or the activities of the LICENSEE related to the encroachment or this privilege. This indemnification obligation shall include all liabilities for environmental damage or releases of hazardous substances subject to any governmental or third party action. "Hazardous substance" is defined as any material constituting a prohibited or regulated substance under any governmental law, rule, statute or regulation in force at any time, including future times.

4. INSURANCE. LICENSEE shall at all times carry liability insurance in such amounts as are satisfactory to City, and issued by companies acceptable to the City, licensed in the State of Michigan, naming City as an additional insured on any such policy. LICENSEE will file with

City certificates or policies evidencing such insurance coverage. The insurance policies or certificates shall provide that the City shall be given thirty days written notice before a cancellation or change in coverage may occur. The types of coverage and coverage limits to be required shall be as follows:

A Commercial General Liability of \$1,000,000

5. BONDING. Before this agreement /permit becomes valid, LICENSEE shall file with the city a bond conforming with the requirements of any ordinance, and shall keep same in force during the entire term of this agreement.

6. The privilege hereby granted may be canceled and revoked by the CITY at any time upon giving said LICENSEE __ days of written notice of such cancellation and revocation.

7. LICENSEE may surrender up the privilege hereby granted at any time upon giving notice in writing to the City 30 days prior to such surrender, provided, however, that upon the voluntary relinquishment or abandonment of this privilege, or upon cancellation or revocation thereof by the City, the LICENSEE shall remove any structure(s) erected upon, within or overhanging the area of encroachment and restore the property at LICENSEE'S expense and in a manner satisfactory to City and in default thereof shall be liable to City for any cost, damage or expense the City may sustain in such restoration.

8. That should said LICENSEE fail or refuse to conform to any of the conditions on its part to be performed hereunder, the privilege hereby granted shall immediately terminate and become null and void.

4

SUPPLEMENTAL CONDITIONS

- 1- The grantee shall be fully responsible for the maintenance of the sign and any relocation that becomes necessary to facilitate other improvements within the right of way.
- 2- Grantee will be responsible to maintain and keep, for the duration of this agreement, a valid insurance coverage satisfactory to the City.

Port City Neon Sign Co.



This
dev
you
nor
des
Sign

Customer	Drawn By
Sign Description	Scale
Customer Signature	Date
Acceptance Date	Drawing No.

PORT CITY
NEON SIGN CO.
Quality Signs and Service for over 50 years
2625 Terrace St. Muskegon, MI
(616) 733-1468



This sign is the property of Port City Sign Co. and is developed for your use. It is not to be reproduced or copied in any way. All rights reserved. The design and layout remains the property of Port City Sign Co. for production.

Customer	City Café	Drawn By	RGP
Sign Description	D/F Main I.D.	Scale	None
Customer Signature		Date	12/28/99
Acceptance Date		Drawing No.	122899-4





CABINET TO BE FABRICATED FROM .080 ALUMINUM W/INTERNAL ALUMINUM ANGLES.

FACE OF CABINET TO BE IMPACT RESISTANT POLYCARBONATE LEXAN W/VINYL GRAPHICS.

CABINET TO WEIGH APPROX. 200 LBS.

STRUCTURE TO BE SECURED TO EXISTING WALL W/1/2" ALUM. PLATES W/(4) FOUR THRU BOLTS.

INTERNAL ILLUMINATION BY HIGH OUTPUT FLOURESCENT LAMPS.

EXTERNAL ILLUMINATION BY 15WATT LAMPS ON A CHASER.

FABRICATED CABINET & COPY TO BE BLACK, ARROW & APOSTROPHE TO BE BURGUNDY.

This design represented herein is the property of Port City Sign Co. and is developed for your personal use in connection with the project proposed for you by Port City Sign Co. It is not to be shown to anyone outside your company, nor is to be used reproduced or copied in any way. This or any part of the design (excepting registered trademarks) remains the property of Port City Sign Co. and shall be returned to our office prior to production.

Customer	City Café	Drawn By	RGP
Sign Description	D/F Main I.D.	Scale	1" = 1'-0"
Customer Signature		Date	12/28/99
Acceptance Date		Drawing No.	122899-4



3370

ASHLEY-CHANDLER, LTD.
RESTAURANT MANAGEMENT AND DEVELOPMENT

231-733-9661
3350 Glade St., Suite 223
Muskegon, Mi 49444

74-1394/724

DATE

8/13/02

PAY
TO THE
ORDER OF

City of Muskegon

\$ 100.00

One Hundred

and

No

100

DOLLARS

Security Features
Included.
Details on Back.

COMMUNITY
SHORES BANK
MUSKEGON, MI 49441

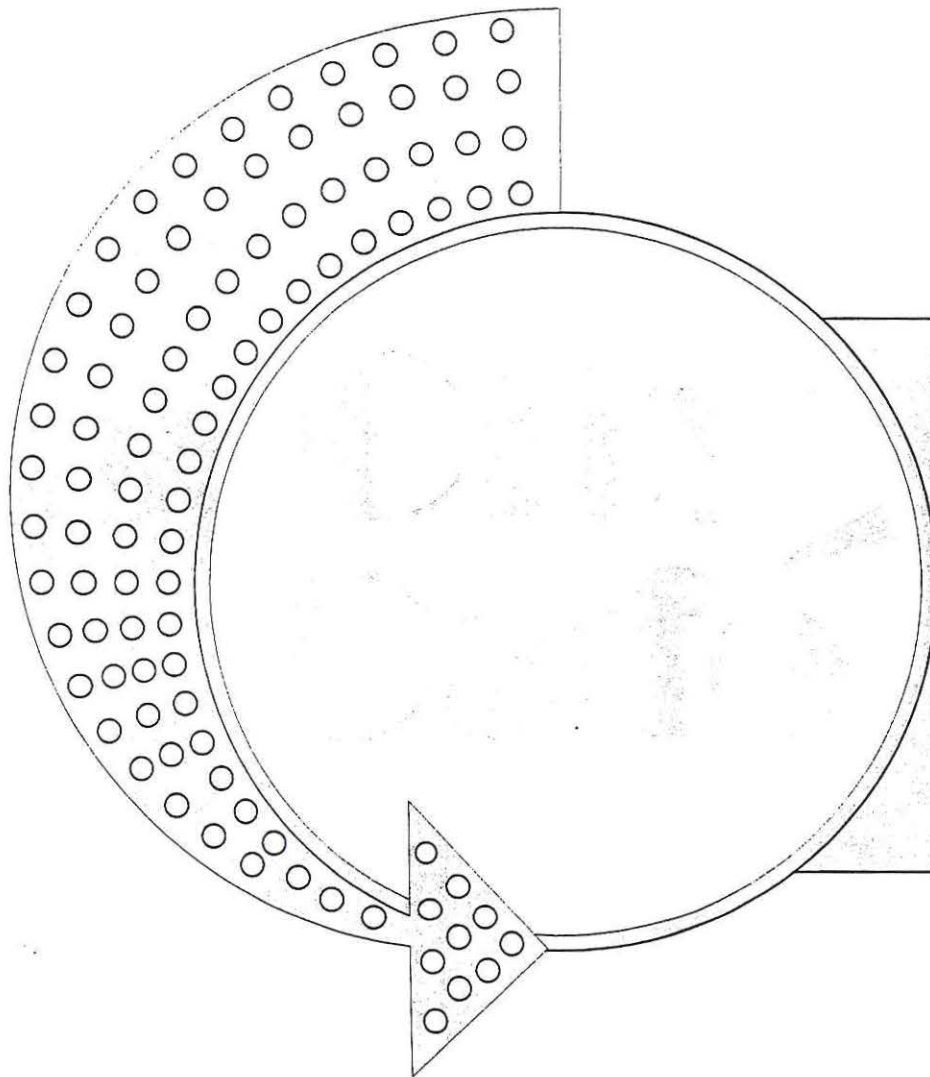
FOR

Encroachment on City Cape

⑈003370⑈

⑆072413942⑆

⑈00000037⑈



SIGN WT. 150[#]

PROPOSED
4 - 5/8" BOLTS

AREA OF BOLTS
2 BOLTS = .612[#]

BOLT STEEL = 36,000[#]/
36,000 x .612 = 22,000[#]

BOLTS WILL HOLD
UP 22,000[#]



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Customer	City Café	Drawn By	RGP
Sign Description	D/F Main I.D.	Scale	1"=1'-0"
Customer Signature		Date	12/28/99
Acceptance Date		Drawing No.	122899-4



C. RICHARD BORGESON
ARCHITECT

FACSIMILE TRANSMITTAL SHEET

TO: HENRY FROM: DICK
COMPANY: BUILDING INSPECTION DATE:
FAX NUMBER: TOTAL NO. OF PAGES INCLUDING COVER: Two
PHONE NUMBER: SENDER'S REFERENCE NUMBER:
RE: YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

SIGN ANCHORAGE FOR CITY CAFE'
ANCHORING BOLTS FOR SIGN FAR
EXCEEDS WT. OF SIGN AND HORIZONTAL
WIND LOADS.

ARB

Affirmative Action
616/724-6703
FAX/722-1214

Assessor
616/724-6708
FAX/724-4178

Cemetery
616/724-6783
FAX/726-5617

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

Comm. & Neigh.
Services
616/724-6717
FAX/726-2501

Engineering
616/724-6707
FAX/727-6904

Finance
616/724-6713
FAX/724-6768

Fire Dept.
616/724-6792
FAX/724-6985

Income Tax
616/724-6770
FAX/724-6768

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/722-1214

Mayor's Office
616/724-6701
FAX/722-1214

Neigh. & Const.
Services
616/724-6715
FAX/726-2501

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

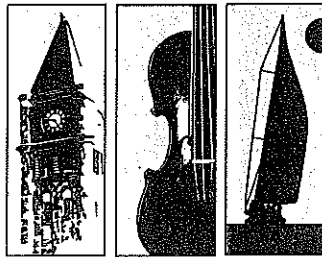
Public Works
616/724-4100
FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

Water Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

November 30, 2000

Mr. Frank Lister
425 W. Western
Muskegon, MI 49440

Dear Mr. Lister:

On November 14, 2000, the City Commission approved your request for an encroachment to install a sign contingent upon receiving approval from HDC and Inspections. I also need a copy of your insurance and a check for \$25. If you have any questions, please call me at (231) 724-6915.

Thank you,

Linda Potter
Deputy City Clerk

Date: October 31, 2000
To: Honorable Mayor and City Commission
From: Robert Kuhn, Public Works Director
RE: Approval to Apply for Clean Water Fund Grant

SUMMARY OF REQUEST:

The Michigan Department of Environmental Quality is making Clean Michigan Initiative Clean Water Fund grants available to municipalities to "identify and require the correction of illicit connections to storm sewer systems." This funding would augment our efforts to comply with upcoming Phase II storm sewer mandates. The grant would be targeted to identifying sources of sanitary sewage improperly entering the storm sewer. Direct investigation of sewer lines, water quality monitoring of storm sewer effluent and public education about pollution prevention are eligible activities. A 25% (minimum) local match is required. Staff is requesting approval to apply for this grant.

FINANCIAL IMPACT:

\$50,000 has been allocated in the 2001 budget for storm sewer mandates.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Grant approval to apply for Illicit Connections Grant.

COMMITTEE RECOMMENDATION

Memo

To: Robert Kuhn
From: Robert Fountain
CC: Ken Meyer
Date: 11/07/00
Re: Illicit Connections to Municipal Separate Storm Sewers Grant

Listed below is a summary of the Illicit Connections to Storm Sewer Grant. This grant can be used to fund:

- labor for investigation
- equipment (under \$1,000 value)
- water quality testing of storm sewer effluent
- public education and outreach, for example, storm drain stenciling and public meetings

I think we should apply for this.

Purpose:

To provide funding for local units of government and non-profit entities to implement programs that will identify and correct illicit connections to separate storm sewer systems.

Goals of the Program:

Improving water quality by implementing programs to identify and correct illicit connections to separate storm sewer systems..

Eligibility:

Local units of government and non-profit entities.

Application Process:

Grant application package announced with application deadline.

- Applications are reviewed.
- Applications are selected for funding.
- Applicants are notified.
- Grants are awarded and grantee works with Department of Environmental Quality (DEQ) Project Administrator to develop a final work plan, budget and timetable for a contract.

Nominating Procedures:

Grant applications are selected for funding by DEQ Director Russell J. Harding, based on eligibility and criteria in the grant application package.

Illicit Connections Grant Memo

Deadlines:

Deadlines will be included in each Grant Application Package. The FY2000 Grant Application Package is targeted to be available in October 2000, with a deadline of December 1, 2000.

Timelines:

Surface Water Quality Division's goal is to make awards within 90 days of the deadline.

Dollar Amount(s) Available (Min or Max):

Approximately \$5 million in FY2000 Clean Michigan Initiative funds will be available.

Required Match:

A local match of 25% is required.

Source(s) of Funds:

Clean Michigan Initiative bond funds

Date: November 14, 2000
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Shoreline Dr. East Consulting Agreement amendment
(Subsurface Assessment)

SUMMARY OF REQUEST:

To approve an amendment to the engineering agreement with Earth-Tech for the Shoreline Drive East to include the additional cost to perform a limited subsurface assessment on the Rag & Metal site as outlined in the attached letter. The phase II assessment that was performed in 1999 revealed the need for further exploration of the subsurface content on that site.

FINANCIAL IMPACT:

The amendment will add \$23,100 to Earth -Tech's not to exceed cost, increasing the total allowed cost to \$533,380.

BUDGET ACTION REQUIRED:

None at this time. The additional cost will most likely be eligible under the grant from MDOT.

STAFF RECOMMENDATION:

To amend the agreement.

COMMITTEE RECOMMENDATION:

AMENDMENT
CONSULTING ENGINEERING AGREEMENT
SHORELINE DRIVE EAST
CITY OF MUSKEGON/EARTH TECH

The engineering agreement dated August 3, 1995 by and between Earth Tech, Consulting Engineers, 5555 Glenwood Hills Pkwy SE, Grand Rapids, Michigan, hereinafter referred to as "CONSULTANT", and the City of Muskegon, a Michigan Municipal Corporation, hereinafter referred to as the "CITY", is HEREBY AMENDED AS FOLLOWS:

1. In developing the project, the scope of work has increased. The SCOPE of the design services agreement is amended to ADD a limited subsurface assessment on the Rag & Metal site. The original agreement did not cover this service.
2. The contract is therefore amended to provide that Earth Tech shall perform as set forth in the November 1, 2000, proposal attached hereto, for a total cost not to exceed \$23,100. The said amount shall be added to amounts for services rendered pursuant to the consulting engineering agreement of August 3, 1995, as previously amended.

IN WITNESS THEREOF, the parties hereto have set their hands and seals by their duly authorized Agents and representatives this 14th day of November, 2000.

Witness:

Earth Tech

CITY OF MUSKEGON

Linda Potter
Linda Potter

Fred J. Nielsen
Fred J. Nielsen, Mayor

Gloria Coburn
Gloria Coburn

Gail A. Kunder
Gail A. Kunder, City Clerk

36135 Schoolcraft Road, Livonia, Michigan 48150

November 1, 2000

Mr. Mohammed S. Al-Shatel
Assistant City Engineer
City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, Michigan 49443-0536

Subject: **Limited Subsurface Assessment
City of Muskegon Property
Rail Road Right-of-Way
Muskegon, Michigan**

Dear Mr. Al-Shatel:

Earth Tech is pleased to submit this proposal for the completion of a limited subsurface assessment on the City of Muskegon owned parcel of the former Muskegon Rag and Metal property. Specifically, these limited assessment activities will be performed on the portion of the parcel that will be transferred as a right-of-way to CSX Rail Road. The scope of work is as follows:

Telephone

734-779-2800

Facsimile

734-779-2860

Limited Subsurface Assessment

This limited investigation will consist of the installation of soil borings and monitoring wells and the collection of soil and groundwater samples to evaluate the existing environmental conditions of the soil and groundwater beneath the subject parcel. A total of eight hand auger soil borings and three monitoring wells will be installed in the manner described below. Although, the exact location of each of the hand auger soil borings and monitoring wells has not been determined for this proposal, the locations will be determined prior to conducting the field program.

Hand Auger Soil Borings:

Eight hand auger soil borings will be completed in the proposed CSX Rail Road right-of-way at four transects. For each of the four transects across the right-of-way, Earth Tech will install two hand auger soil borings. This approach will help to evaluate the existing conditions along the full length and width of the proposed right-of-way.

The hand auger soil borings will be completed using a stainless steel hand auger soil-sampling device. At each of the eight locations, soil samples will be collected from 0 to 2 feet below ground surface (bgs) and from 2 to 4 feet bgs. Each of the samples will be field screened using a photoionization detector (PID) and described in a field notebook.

Mr. Mohammed S. Al-Shatel
Proposal – Limited Subsurface Assessment
November 1, 2000
Page 2

In order to be consistent with prior investigation work conducted at the site, the analytical program will include volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and Michigan 10 metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, silver, selenium, and zinc).

The hand auger sampling device will be decontaminated prior to site use and between each sampling location. This will be completed by using an Alconox water mixture followed by a clean water rinse. Decontamination water will be discarded on the ground surface at a centralized decontamination area.

Monitoring Wells and Groundwater Sampling:

Three monitoring wells will be installed to evaluate the condition of the groundwater beneath the site and groundwater flow direction.

The depth to groundwater has been assumed to be approximately 8 feet bgs based on previous field work conducted at the site. All three wells will be drilled and sets installed using a truck mounted drill rig equipped with hollow stem augers. The total depth of each of the wells will be eleven feet bgs. The monitoring wells will be constructed using 2-inch diameter, 5-foot long PVC screens with 0.010-inch slot openings and completed with 2-inch diameter schedule 40 PVC well riser. After the screen is placed at the proper depth, clean silica sand will be placed to 1 foot above the screen (5 feet bgs) and the remaining bore hole will be filled with bentonite chips to one foot bgs. The surface will be completed with flush mount well covers, cemented in place. Soil cuttings will be spread on the ground surface near each respective well location.

After the monitoring wells have been installed, each will be developed using a bailer to remove fine-grained material and to ensure a good connection has been made with the aquifer. The well will be developed for one hour or until the water is free of fine grained material, whichever is first. Development water will be discarded on the ground surface near each respective well location.

After the wells have been installed, a survey will be completed to establish an elevation of each of the top-of casings. This data will support the evaluation groundwater flow direction.

At least 24 hours after the wells have been installed and developed, groundwater samples will be collected from each of the monitoring wells. Prior to sample collection, depth to water level measurements will be made from each of the wells and recorded in the site field notebook. The volume of water standing in each of the wells will be calculated and a total of three well volumes will be removed prior to sample collection using a disposable bailer. Between each purge volume, water quality (pH, specific conductance, and temperature) readings will be recorded. Samples will be collected after the third reading only if the water

Mr. Mohammed S. Al-Shatel
Proposal – Limited Subsurface Assessment
November 1, 2000
Page 3

quality parameters have stabilized to within 10 percent of the previous reading. Additional volumes will be removed as needed to obtain the within 10 percent readings.

After the proper numbers of volumes have been removed, groundwater samples will be collected using the same disposable bailer used during purging. The analytical suite will include VOCs, SVOCs, PCBs, and Michigan 10 metals.

Reporting:

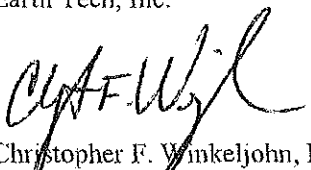
After soil and groundwater quality analytical results are received from the laboratory, a letter report will be generated. The report will include analytical tables compared to appropriate Michigan Department of Environmental Quality (MDEQ) Generic Cleanup Criteria. The report will also include boring/monitoring well logs, a site map depicting the locations of the boring and wells with respect to the proposed easement, and a copy of the analytical results. A draft of the letter report will be submitted to the City of Muskegon for review and comment. After comments are received, Earth Tech will finalize the report and submit up to six final copies.

The above scope of work can be completed for a total cost of \$23,100. The draft report can be submitted to the City within four weeks of the date of authorization. The final report can be submitted within 1 week of receipt of comments from the City.

We are prepared to initiate this work immediately upon receipt of written authorization. If you have any questions regarding this proposal, please feel free to contact me at (734) 779-2810.

Very truly yours,

Earth Tech, Inc.


Christopher F. Winkeljohn, PE
Program Director

cc: Andrew Lonergan - Earth Tech, Livonia, MI
Craig Rogers - Earth Tech, Livonia, MI

Commission Meeting Date: November 14, 2000

Date: November 7, 2000

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department *CBC*

RE: Obsolete Property Rehabilitation Districts Policy

SUMMARY OF REQUEST: To approve the Obsolete Property Rehabilitation Districts Policy for the City of Muskegon and to authorize staff to begin the process to designate the Getty Street Corridor and the Apple-Pine Corridor as Districts. In addition, staff recommends that qualified property owners outside these two districts be allowed to request a district for their property, providing they meet the standards of the Policy.

FINANCIAL IMPACT: To improve the tax base for the City of Muskegon, and to stimulate job development.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Obsolete Property Rehabilitation Districts Policy, and authorize staff to begin the policy implementation.

COMMITTEE RECOMMENDATION: The Legislative Policy Committee reviewed the Policy on October 26, and the Working Session of the City Committee reviewed the Policy on October 9, and will review the Policy again on November 13. The Chamber of Commerce has provided input and staff will be meeting with Chamber representatives prior to the City Commission meeting to discuss minor modifications to the Policy.

POLICY NO. 2000-108(d)

CITY OF MUSKEGON
OBSOLETE PROPERTY REHABILITATION DISTRICTS
ACT NO. 146
PUBLIC ACTS OF 2000

1.0 STRATEGIC PLANNING PROCESS

The City Commission, on November 14, 2000, determined that the following policy is necessary, in order to implement the Obsolete Property Rehabilitation Districts, for these reasons:

- New legislation available that will benefit the City of Muskegon, particularly our commercial areas
- Implementation will encourage the development of commercial areas that have experienced little or no redevelopment in recent years
- To ensure that the redevelopment that does take place is appropriate for the districts identified

2.0 PURPOSE

The Muskegon City Commission is a strong advocate of economic development activities, programs, and structures designed to create and promote employment opportunities and expand the local tax base. In the past, the available incentives for commercial businesses have been minimal. The State of Michigan is now creating incentives that can be used on a local level to spark business development and building rehabilitation. The purpose of this policy is to stimulate business growth and improve commercial areas of the City where certain properties have become obsolete. The City Commission believes that it should be an active participant and a leader where appropriate in the economic development of the City.

The City of Muskegon supports the establishment of policies, programs, and facilities, permitted by law, which will carry out this policy. For the City to accomplish these purposes in an orderly fashion, it must be assured that the use of tax abatements for commercial rehabilitation is judicious, fair, and responsibly accomplished. The City adopts this policy, not only to encourage the use of tax abatements for commercial rehabilitation, but also to articulate the reasonable expectations of performance by those directly benefiting from the policy.

3.0 POLICY

- A. It is the policy of the City of Muskegon to provide obsolete property rehabilitation exemption certificates to qualifying applicants under certain State laws. The policy will increase the tax base of the community, attract new business, housing and industry, and will result in the expansion, modernization, and rehabilitation of existing businesses.
- B. Multiple certificates by the same applicant are permitted, if authorized by State law, based upon previous performance and compliance with projections and conditions of previous applications. Specific monitoring techniques will be employed which analyze the results of the rehabilitation certificate program overall and specifically of each applicant on an annual basis. An annual performance report will be prepared for review by the Commission to determine the need for amendment to this policy.
- C. It is the intent of the City of Muskegon that each application be reviewed against this policy, procedures and the annual reports to determine on a case-by-case basis that the application meets the goals and objectives of the City.

3.1 *Obsolete Property Rehabilitation Criteria*

The criteria to be considered by the City Commission in approval of applications, including applications for the establishment of districts, as well as the issuance of certificates, are the following:

- 1. Compliance with the Obsolete Property Rehabilitation Policy as adopted by the City Commission.
- 2. Completion of the rehabilitated facility must be calculated to, and will at the time of issuance of the certificate have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated.
- 3. Will increase the tax base.

4. Compliance of the petitioner in meeting previous obsolete property rehabilitation requirements, and employment goals and investment projections (if relevant).
5. The impacts on public right of way and general circulation patterns.
6. General site improvements such as paving, parking areas, increases in landscaping ground vegetation, and signage improvements.
7. The history of the applicant in payment of taxes, water bills, or any other obligations to the City. "Applicant," for this purpose, shall include any entity controlled by the principal officers or owners of the entity signing the present application. The City shall not issue a certificate or approve a district in cases where the "applicant" as here defined, is delinquent in any tax, water bill, or obligation to the City.
8. The applicant must state, in writing, that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.
9. The location of the proposed improvements and whether the general area has already been designated as an Obsolete Property Rehabilitation District, or is an area that would qualify as having obsolete properties.
10. The value of the rehabilitation must include improvements aggregating 10 % or more of the true cash value of the property at the commencement of the rehabilitation of the obsolete property.
11. The impact on property values in the general area of the project.
11. The consistency of the project with adopted codes, ordinances and plans.
12. Other considerations considered unique or of benefit to the community.

3.2 *Administration & Monitoring Procedures*

The City of Muskegon Planning & Economic Development Department shall be the administrator of the application process on obsolete property exemption certificates. Prior to presenting an application to the City Commission for approval the Planning & Economic Development

Department, in conjunction with any other appropriate city departments, shall review all applications for compliance with this policy.

For each approved application, the property owner receiving the obsolete property rehabilitation certificate shall submit annual monitoring reports. These reports will include the following information:

- New Jobs Created
- Workforce Breakdown (by race and gender)
- Capital Investment Expended
- Status of any Other Requirements Set Forth by the City Commission

The City of Muskegon shall provide the report forms to the owner in the month of November for year-end calculations.

The Planning & Economic Development Department shall provide an annual report on the status of active obsolete property rehabilitation certificates to the City Commission in February of the following year. (i.e. 2000 annual report shall be submitted in February of 2001).

3.3 Application Procedures

The following procedures are intended to implement the foregoing policy and provide complete applications upon which to base a decision for approval or denial. It is intended that the administration of this procedure and the application process be efficient and flexible so as to meet the applicant's needs while complying with the policy as adopted.

1. Applications

- a. Application forms (Exhibit A) provided by the City shall be filled out completely and additional required documents shall be attached when submitted to the City Clerk.
- b. All fees shall be paid with the application. The Clerk will not process any application without the payment of all required fees.

2. Processing of Applications; Schedule. The application will be processed on the following schedule.

- a. Properly completed application for obsolete property rehabilitation certificates will be submitted to the City Clerk. Copies will be forwarded to the Planning & Economic Development Department and other appropriate person(s). The Clerk will also notify in

writing the City Assessor and the legislative body of each taxing unit that levies ad valorem property taxes in the City of Muskegon.

- b. Meeting scheduled with applicant to go over application, missing items, etc.
- c. A public hearing will be scheduled and resolution drafted to approve a district or certificate.
- d. A public hearing notice prepared by Planning & Economic Development staff for publication and forwarded to the City Clerk for publication in the Muskegon Chronicle. Public notice of the hearing shall not be less than 10 days or more than 30 days before the date of the hearing.
- e. Certified mailing to property owners and taxing authorities with notification of application and public hearing date prepared and executed (if applicable). Notice will be given to all of the following:
 - ◆ Property Owner
 - ◆ Business Owner (if other than property owner)
 - ◆ Muskegon School District or Orchard View School District (whichever is applicable)
 - ◆ Muskegon Community College
 - ◆ Muskegon Area Intermediate School District
 - ◆ City of Muskegon Assessor's office
 - ◆ County of Muskegon
- f. Time requirements set forth in any applicable statute or regulation shall be observed. This includes 60 days for the City Commission to approve or disapprove the certificate and resolution authorizing the certificate, after the completed application is received by the City Clerk, and 60 days for the State Tax Commission ("commission") to approve or disapprove the resolution, after the commission receives the application and resolution adopted by the City Commission.
- g. After approval by City Commission, the City Clerk will review the application and attachments for completeness, then sign the application and send copies to the appropriate persons. A copy of the completed application will be forwarded to the property owner and the original application to the commission. The resolution is not effective unless approved by the commission.

3.4 Establishing Obsolete Property Rehabilitation Districts & Approving Obsolete Property Rehabilitation Certificates

The City Commission, on its own initiative, may choose to establish Obsolete Rehabilitation Districts on their own. They may establish 1 or more districts that may consist of 1 or more parcels or tracts of land or a portion of a parcel or tract of land. It is also possible for the City Commission to establish a district if a written request is filed by the owner or owners of property comprising at least 50% of all taxable value of the property located within a proposed obsolete priority rehabilitation district. The written request must be filed with the City Clerk. The resolution creating the Obsolete Property Rehabilitation District will note all terms and conditions to be met by both the applicant and the community, if any. The District shall be approved by resolution of the City Commission to include the boundaries of the district.

A Certificate for Obsolete Property Rehabilitation Exemption shall be approved only after the creation of the District. The Certificate shall be approved by resolution of the City Commission to include the boundaries of the Obsolete Property Rehabilitation District, the length of the abatement (1-12 years), and any conditions the City Commission deems appropriate for the issuance of the Certificate.

3.5 Filing and Compliance Monitoring Fee

The applicant shall pay the filing and monitoring fee at the time the application is made. No applications shall be submitted to City Commission for approval prior to the payment of this fee. The fee will be equal to 2% of the abated taxes (based on the amount of investment on the first full year of service) or a maximum of \$1,000.

CITY OF MUSKEGON
OBSOLETE PROPERTY REHABILITATION GUIDELINES

The following guidelines are intended to provide direction for determining the length of all obsolete property rehabilitation exemptions as well as other potential components of a tax exemption such as employment generation/retention and site/facility requirements. The City Commission reserves the right to adjust the length of any tax exemption or add or subtract any conditions placed on a tax exemption based upon other community benefits including but not limited to capital investment, jobs retained, and facility/site improvements.

A. Duration of Abatements

The following section represents the number of years to be granted for projects.

Standard Exemption:

Real Property

6 Years

New Employment/Investment Bonus:*

2-4 Jobs	1 Year	\$25,000.00+	1 Year
5-8 Jobs	2 Years	<i>or</i> \$50,000.00+	2Years
9-12 Jobs	3 Years	\$100,000.00+	3 Years
13-16 Jobs	4 Years	\$200,000.00+	4 Years
17-20 Jobs	5 Years	\$350,000.00+	5 Years
21+ Jobs	6 Years	\$500,000.00+	6Years

* “*New Employment*” refers to full-time job equivalent

The standard exemption will apply to all applications. Additional years (up to a total of 12 years) may be added to the certificate later (using above criteria), if additional improvements and/or jobs are added within the time period that the original exemption was granted. The applicant will then need to request an amendment to their original application, from the City of Muskegon.

B. Site/Facility Requirements

Improvements made shall conform to the Obsolete Property Rehabilitation Districts Act. Changes made to the facility, other than replacement that restore or modify the property, together with all appurtenances, to an economically efficient condition are eligible. This includes major renovation and modification including, but not necessarily limited to, the improvement to floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, improved structural support including foundations, improved roof structure and cover, floor replacement, improve wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the obsolete property to an economically efficient condition. The commencement of the rehabilitation of the facility cannot occur before the establishment of the obsolete property rehabilitation district

C. Employment Requirements

All tax abatement applicants are encouraged to have a diverse labor force . The Company shall also agree to work with the City's Affirmative Action Director to market and publish notices regarding employment opportunities to underserved populations.

All new jobs promised at the time of application must be filled within two years and must be maintained over the life of the abatement. In the event the employment is not maintained over the life of the abatement, the City reserves the right to decrease the abatement by the number of bonus years that were given directly for that employment.

Adopted November 14, 2000.

Ayes: Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Benedict

Nays: None

Absent: Aslakson


Gail A. Kunderger, City Clerk

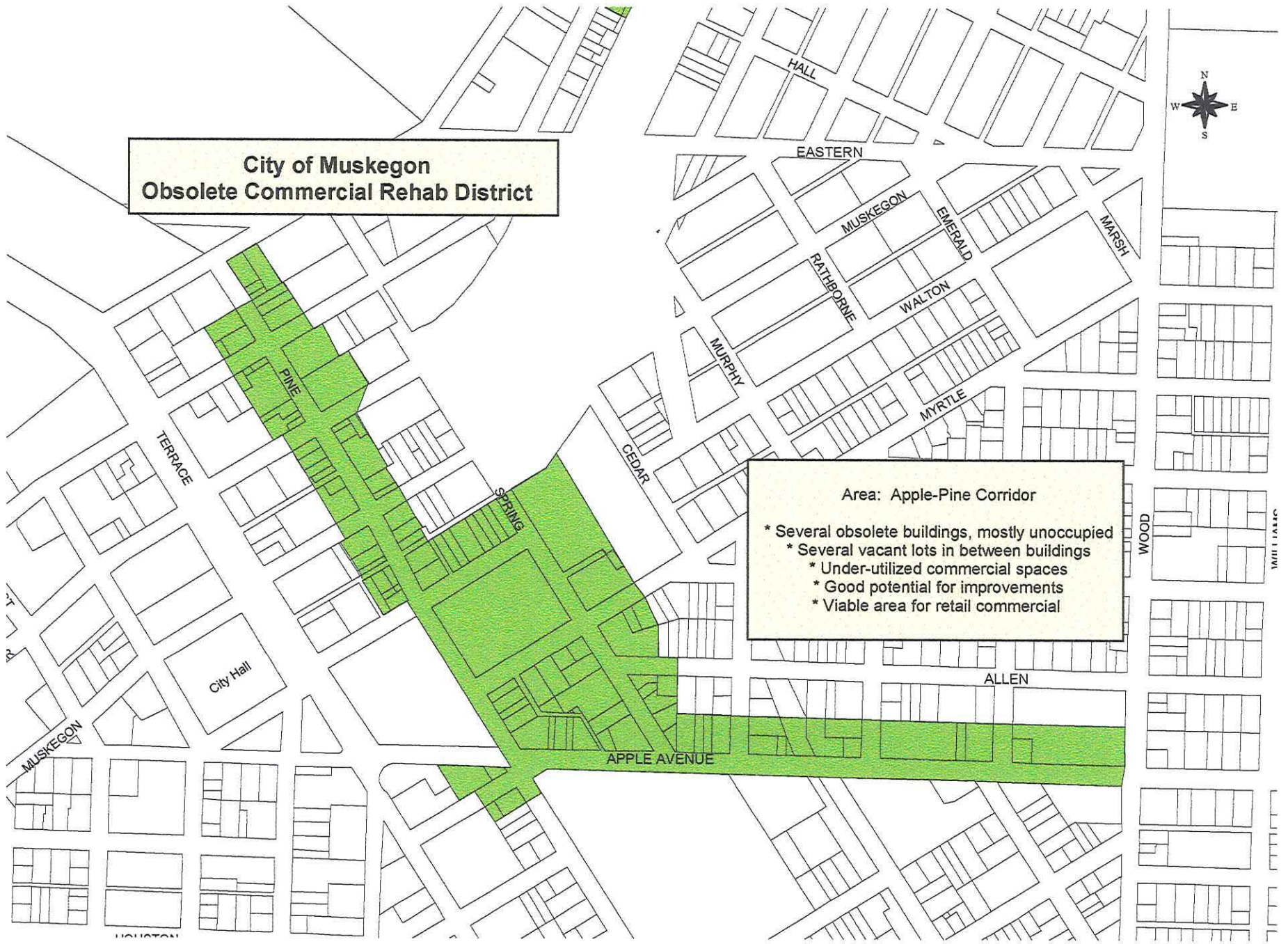
City of Muskegon Obsolete Commercial Rehab District



Area: Getty Corridor

- * Established older commercial district
- * Several structures are nearly dilapidated
- * Corridor study being developed
- * Varied commercial activities and light industrial
- * Potential area to attract developers
- * Improvements necessary to attract/retain customers

**City of Muskegon
Obsolete Commercial Rehab District**



Area: Apple-Pine Corridor

- * Several obsolete buildings, mostly unoccupied
- * Several vacant lots in between buildings
- * Under-utilized commercial spaces
- * Good potential for improvements
- * Viable area for retail commercial

Commission Meeting Date: November 14, 2000

Date: November 7, 2000

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department *CB*

RE: Transportation Enhancement Grant

SUMMARY OF REQUEST: To approve the attached resolution authorizing the submittal of the Transportation Enhancement Grant for the Western Avenue streetscape.

FINANCIAL IMPACT: The City of Muskegon is responsible for a 20% match for the grant. The total cost for the project is estimated at \$620,000. There is a \$25,000 amount budgeted for the final design plans (Michael Wee has prepared the conceptual design plans), and the 20% match equals \$125,000. Therefore, the total required by the City is \$150,000 (the cost of design plans is not eligible in the grant). The match funds will be budgeted in the 2002 Major Street Funds. Grant funds from the Community Foundation will be sought to offset this amount.

BUDGET ACTION REQUIRED: None, at this time.

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

COMMITTEE RECOMMENDATION: The Working Session will review the grant at their November 13 meeting. The Traffic Committee reviewed the project and recommended approval, although they want to see the final plans prior to construction. Also, the Downtown Marketing Group recommends approval.

CITY OF MUSKEGON

CITY COMMISSION RESOLUTION No. 2000-108(e)

WHEREAS, downtown development is concentrated along Western Avenue, which is a part of the entertainment district; and the upcoming development of the Amazon Building and Muskegon Hotel will generate more pedestrian and vehicular traffic on Western Avenue, and;

WHEREAS, the improvement of Western Avenue through streetscape design is anticipated to attract more businesses and visitors into downtown Muskegon, and;

WHEREAS, the proposed improvement will not only generate economic activity within downtown and adjacent districts, but also enhance community image, and;

WHEREAS, a grant is available through the Transportation Enhancement Program under the Transportation Equity Act for the 21st Century (TEA-21) of 1998, and;

WHEREAS, the proposed streetscape project on Western Avenue is eligible for funding that is a reimbursement program requiring 20% local match;

NOW, THEREFORE BE IT RESOLVED that the City Commission authorizes the submittal of the grant, and if approved by the Michigan Department of Transportation (MDOT), authorizes acceptance of the grant funds; and that the City will commit to fund the match requirement;

BE IT FURTHER RESOLVED, that if the grant is approved by MDOT, the West Michigan Shoreline Regional Development Commission (WMSRDC) will be requested to amend the Transportation Improvement Plan (TIP) to include this streetscape project;

BE IT FURTHER RESOLVED, that the Mayor be authorized to sign the grant application on behalf of the City.

Resolution adopted this 14 day of November, 2000.

Ayes: Schweifler, Shepherd, Sieradzki, Spataro, Benedict, Nielsen

Nays: None

Absent: Aslakson

By: Fred Nielsen
Fred Nielsen, Mayor

Attest: Gail A. Kunderger
Gail A. Kunderger, Clerk

CERTIFICATION
2000-108(e)

This resolution was adopted at a regular meeting of the City Commission, held on November 14, 2000. 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. Kunderinger, City Clerk

September 26, 2000

Mr. James R. Desena
Enhancement Program Director
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909

Dear Mr. Desena:

On behalf of the Western Michigan Shoreline Regional Development Commission (WMSRDC), I wish to express our support for the proposed Downtown Muskegon Streetscape project on Western Avenue. In the past years, area businesses and various organizations have been working to bring Western Avenue back into a vibrant retail commercial district, and this is the greatest opportunity to transform downtown Muskegon as a safe place to shop and work.

It is exciting to see so many dedicated people come to the table to work on this project. Our office is please to provide its support for such worthwhile endeavor and hopes for its success.

Sincerely,

Commission Meeting Date: November 14, 2000

Date: November 7, 2000
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Agreement for Prospective Cancellation of Trinity Manor Contract for Housing Exemption

SUMMARY OF REQUEST: To approve the attached "Agreement for Prospective Cancellation of Trinity Manor Contract for Housing Exemption". The City has been informed that this housing development is exempt from paying any taxes, despite the fact that the City Commission authorized a PILOT for the project on April 11, 1995. In addition to the exemption, the City of Muskegon is eligible to be reimbursed from the State of Michigan for any lost taxes (i.e., taxes the City would collect if the project were taxable).

FINANCIAL IMPACT: This agreement is prospective, starting with 2001 taxes. The current PILOT will be paid through 2000. After that time, the City will be able to collect taxes on this property from the State of Michigan, which are of greater value than the existing PILOT for the project.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached "Agreement for Prospective Cancellation of Contract for Housing Exemption" and authorize the Mayor and Clerk to sign it.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON
AGREEMENT FOR PROSPECTIVE CANCELLATION
OF CONTRACT FOR HOUSING EXEMPTION
DATED APRIL 11, 1995

THIS IS AN AGREEMENT between TRINITY MANOR SENIOR NON-PROFIT CORPORATION, a Michigan non-profit corporation, of 2140 Valley Street, Muskegon, Michigan 49444 ("Trinity"), and the CITY OF MUSKEGON, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), for the purpose of prospectively canceling the Contract for Housing Exemption dated April 11, 1995 ("Contract").

RECITALS

A. In 1995, the City and Trinity executed the Contract, pursuant to City Ordinance 2-6 (1) (A) (5) and (6) and 2-6 (2), to exempt an elderly housing project, denominated therein as the "Project." It appears that the Project was constructed under "Section 202" of Title II of the Housing Act of 1959, PL 86-372, a HUD Project, identified as No. 047-EE013 WAM L8/M133-S941-004.

B. The legal description of the Project is:

The South 660.00 feet of the East 1/2 of the West 1/2 of the
Northwest 1/4 of the Northwest 1/4 of Section 22, Town 10 North,
Range 16 West, City of Muskegon, Muskegon County, Michigan.

C. The parties have determined that the method of tax exemption afforded by MCL 211.7d would be more favorable to both parties than the method of tax exemption contained in the Contract and the requirement for a payment in lieu of taxes. It is the parties' intention achieve the most favorable taxable and exemption status of the Property by this Agreement, beginning in the year 2001.

NOW, THEREFORE, THE PARTIES AGREE:

1. **Prospective cancellation of the Contract for Housing Exemption.** The parties hereby agree that the Contract for Housing Exemption dated April 11, 1995, is hereby canceled effective December 31, 2000, for the tax year 2001, and thereafter. Effective December 31, 2000, the Project, including all the improvements on the above-described land, shall be placed upon the taxable roll of the City of Muskegon for both personal and real property taxes.

2. **Application for tax exemption.** Trinity shall perform all appropriate actions and produce all required documentation for the application for a housing exemption pursuant to MCL 211.7d.

3. **City's response to application for exemption.** The City agrees that the treasurer shall file the application on the State Department of Management and Budget form with the State of Michigan pursuant to MCL 211.7d (2) for verification and collection of the taxes from the State Treasurer.

4. **Previous payments in lieu of taxes.** Trinity agrees that the cancellation of the Contract for Housing Exemption is totally prospective, and all payments due in lieu of taxes for previous years, including the year 2000, remain due and shall be paid forthwith.

IN WITNESS WHEREOF, this Agreement is signed effective this 14th day of November, 2000, by persons authorized by each party.

CITY OF MUSKEGON

By Fred J. Nielsen
Fred J Nielsen, Mayor

And Gail A. Kunderger
Gail A. Kunderger, Clerk

TRINITY MANOR SENIOR
NON-PROFIT CORPORATION

By Nathaniel W. Wells, Jr.
Nathaniel W. Wells, Jr., President

And Anna Covington Crockett
Anna Covington Crockett, Secretary

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 12th day of December, 2000, by Fred J. Nielsen and Gail A. Kunderger, Mayor and Clerk, respectively, for and on behalf of the City of Muskegon.

Linda S. Potter
Linda S. Potter
Notary Public, Muskegon County, Michigan
My commission expires: 9-25-02

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 6th day of December, 2000, by Nathaniel W. Wells, Jr., and Anna Covington Crockett, President and Secretary, respectively, for and on behalf of Trinity Manor Senior Non-profit Corporation.

Anna L. Crockett
Notary Public, Muskegon County, Michigan
My commission expires: 8-13-2004

95-038 (m)
CITY OF MUSKEGON

CONTRACT FOR HOUSING EXEMPTION

This agreement between TRINITY MANOR SENIOR NONPROFIT CORPORATION, a Michigan non-profit corporation, of 2140 Valley Street, Muskegon, Michigan 49444 ("Trinity") and CITY OF MUSKEGON, 933 Terrace Street, Muskegon, Michigan ("City") pursuant to the following terms:

Recitals:

A. Trinity has prepared a site in the City of Muskegon for construction of an elderly housing project as defined in City ordinance 2-6(1)(A) (5) and (6), and 2-6(2), (the "Project").

B. The City encourages construction and financing of the said elderly housing project, which is identified as HUD Project No. 047-EE013 WAM L8/M133-S941-004.

C. To further enable and encourage the construction of the Trinity elderly housing project Trinity and the City enter into this agreement.

D. The legal description of the Project is set forth in Exhibit A attached to this agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Grant of Exemption. The City hereby grants an exemption for the Project pursuant to Section 2-6 of the Code of Ordinances of the City of Muskegon and as contemplated and pursuant to Act 346 of the Public Acts of 1966, the State Housing Development Act.

2. Term of Exemption. This exemption shall continue in accordance with the provisions of the Code of Ordinances set forth above. A true copy of the amended ordinance is attached to this contract as Exhibit B. The City agrees to be contractually bound by this agreement to honor the exemption status of Trinity as provided therein and in this agreement for the entire period during which the Trinity Project is financed by a mortgage loan made or insured by the U.S. Department of Housing and Urban Development ("HUD"), provided that the said mortgage loan is continued outstanding and not in default, as more particularly set forth in Section 2-6, subsection (2).

3. Responsibilities of Trinity. Trinity agrees to perform the following:

3.1 Trinity shall pay the service charge and payment in lieu of taxes set forth in Section 2-6(2) of the Ordinance in a timely manner (on or before July 1, of each year during the time the exemption is in effect). For said purpose Trinity recognizes the collection provisions of the ordinance and the lien status of the payment in lieu of taxes in the event of default as set forth in 2-6(3).

3.2 Trinity agrees to file all information required by the ordinance and further to maintain currently and not in default its obligations to HUD or such other mortgagee as may be involved in the mortgage loan made by, insured or administered by HUD.

4. Term. This agreement shall continue in effect for the entire period of eligibility for the exemption as set forth in the ordinance including all periods during which HUD insures or makes a mortgage loan to Trinity. The City considers itself bound by this agreement for the entire term hereof.

5. Third Party Beneficiary. This agreement shall benefit the parties named, and further shall benefit HUD, which may enforce it, both as its interest may appear, and in behalf of Trinity and its successors or assigns. No other party is a beneficiary of this agreement.

6. Counterparts. This agreement may be executed in several counterparts and an executed copy hereof may be relied upon as an original.

7. Binding and Benefit. This agreement shall be binding upon the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

8. Effective Date. The effective date of this agreement is April 11, 1995.

IN WITNESS WHEREOF, the parties have signed this agreement on the dates indicated below.

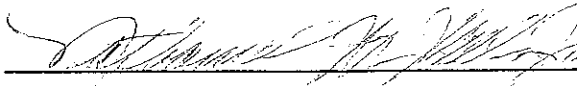
CITY OF MUSKEGON

By: J. W. Pruim, Mayor

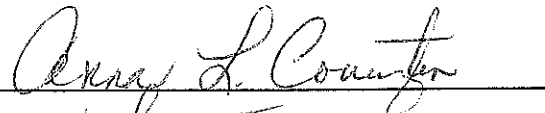
Dated: April 11, 1995

By: Theresa S. Malik-Krubel, Clerk

TRINITY MANOR SENIOR NONPROFIT
CORPORATION

By: 

Its: PRES.

By: 

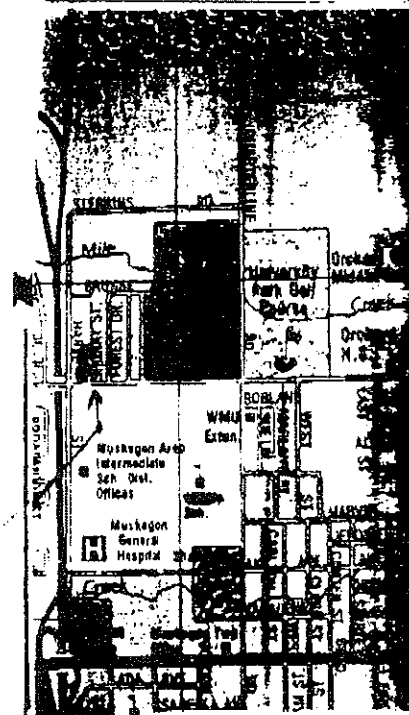
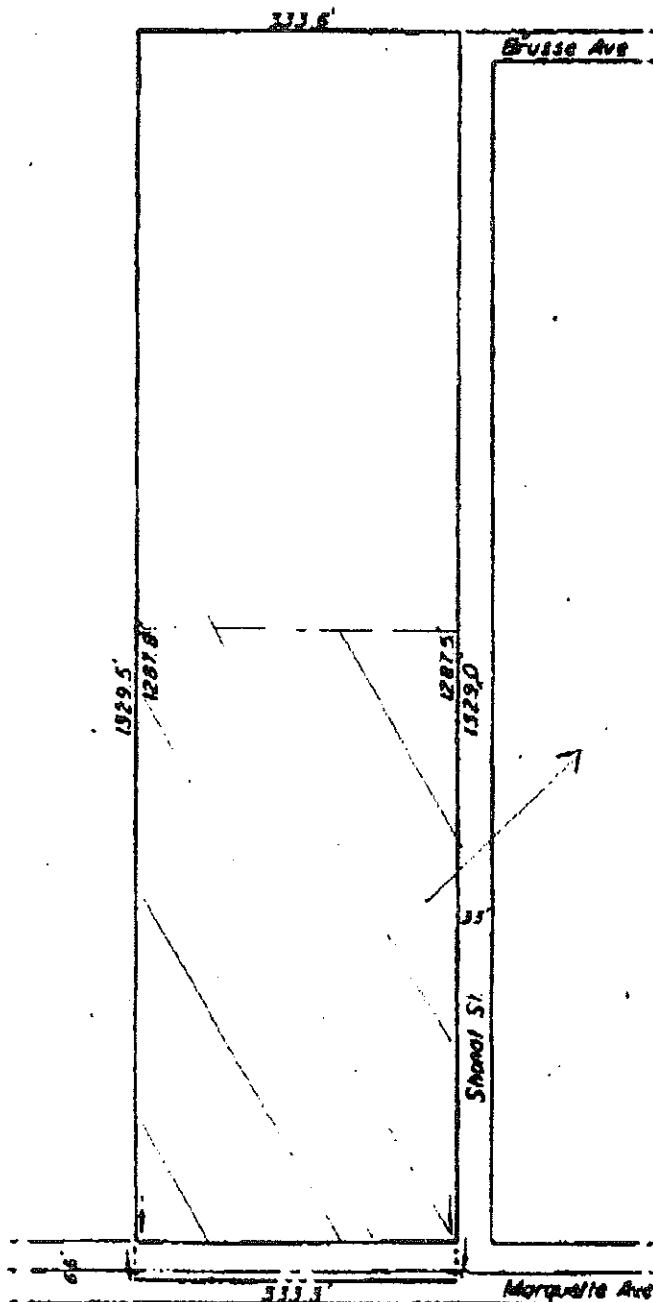
Its: Secretary

\\TRINITY\025

EXHIBIT A

The South 1/2 of the East 1/2 of the West 1/2
of the Northwest 1/4 of the Northwest 1/4 of
Section 22, Town 10 North, Range 16 West, City
of Muskegon, Muskegon County, Michigan.

DESCRIPTION - The East $\frac{1}{4}$ of the West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 22,
Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan.



Scale 1"=150'

Affirmative Action
231/724-6703
FAX/722-1214

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

Civil Service
231/724-6716
FAX/724-4405

Clerk
231/724-6705
FAX/724-4178

Comm. & Neigh.
Services
231/724-6717
FAX/726-2501

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

Fire Dept.
231/724-6792
FAX/724-6985

Income Tax
231/724-6770
FAX/724-6768

Info. Systems
231/724-6744
FAX/722-4301

Leisure Service
231/724-6704
FAX/724-1196

Manager's Office
231/724-6724
FAX/722-1214

Mayor's Office
231/724-6701
FAX/722-1214

Neigh. & Const.
Services
231/724-6715
FAX/726-2501

Planning/Zoning
231/724-6702
FAX/724-6790

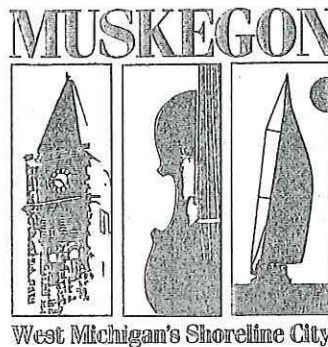
Police Dept.
231/724-6750
FAX/722-5140

Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

Water Billing Dept.
231/724-6718
FAX/724-6768

Water Filtration
231/724-4106
FAX/755-5290



Ms. Judith Transue
Trinity Village Housing Corporation
2140 Valley St.
Muskegon, MI 49444

December 13, 2000

Dear Judith,

Enclosed is the signed "Agreement for Prospective Cancellation of Contract for Housing Exemption". I have also kept a copy for our offices.

Per our earlier discussions regarding interaction with the State for payment of taxes, I will count on you to make this contact. Again, feel free to work with Derrick Smith, our City Treasurer, on the details.

Sincerely,

Cathy Brubaker-Clarke
Director of Community & Economic Development

Enclosure

CC. Tom Johnson, City Attorney
Derrick Smith, City Treasurer
Cliff Turner, County Assessor
Gail Kunderling, City Clerk

Commission Meeting Date: November 14, 2000

Date: October 30, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *cbc*
RE: Sale of Buildable Property on Marquette Ave.

SUMMARY OF REQUEST:

Approval of resolution to proceed with the sale of Urban Renewal property on Marquette Ave., between Roberts and Creston Streets, to Masquignon Non-Profit Housing Corporation (an affiliate of Hope Network), of 3375 S. Division, Grand Rapids. The subject property contains several lots, together containing 2.67 acres (see enclosed map). The property was appraised at \$47,000.00, and the Masquignon Non-Profit Housing Corp. has submitted the only bid, of \$47,000.00. The proposed development would contain 18 barrier-free, one bedroom apartment units that would be funded through HUD.

FINANCIAL IMPACT:

Sale will allow property to be placed back on the City's tax rolls and will relieve the City from further maintenance. Pursuant to the conditions of sale, the Masquignon Non-Profit Housing Corp. agrees to construct the proposed development upon the property within 18 months of the date of sale.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution and authorization for the Mayor and Clerk to sign off on the purchase agreement and deed.

COMMITTEE RECOMMENDATION:

None.

CITY OF MUSKEGON

RESOLUTION #2000-

RESOLUTION APPROVING THE SALE OF URBAN RENEWAL LOTS ON MARQUETTE AVE.

WHEREAS, Masquignon Non-Profit Housing Corporation (an affiliate of Hope Network) has submitted a bid of \$47,000.00 for Lots 428 through 431 inclusive and Lots 477-484 inclusive, all in Urban Renewal Plat No. 2, located on Marquette Ave., between Roberts and Creston Streets. The appraised value of the property is \$47,000.00;

WHEREAS, the sale would enable the City to place this property back on the tax rolls, and would relieve the City of further maintenance;

WHEREAS, Masquignon Non-Profit Housing Corporation has agreed to the terms of sale which stipulate that the property be developed for 18 barrier-free, one bedroom apartment units within 18 months from the date of sale;

WHEREAS, the sale would be in accordance with existing City policies concerning the disposition of Urban Renewal lands;

NOW, THEREFORE BE IT RESOLVED, that Lots 428 through 431 inclusive and Lots 477 and 484 inclusive, Urban Renewal Plat No. 2, located on Marquette Ave. between Roberts and Creston Streets be sold to the Masquignon Non-Profit Housing Corporation for \$47,000.00.

Resolution adopted this 14th day of November, 2000.

Ayes:

Nays:

Absent:

By: _____
Fred J. Nielsen, Mayor

Attest: _____
Gail A. Kunding, Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on November 14, 2000. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

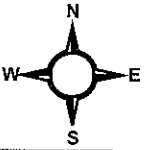
CITY OF MUSKEGON

By

Gail A. Kunding, Clerk

City-Owned Property Map

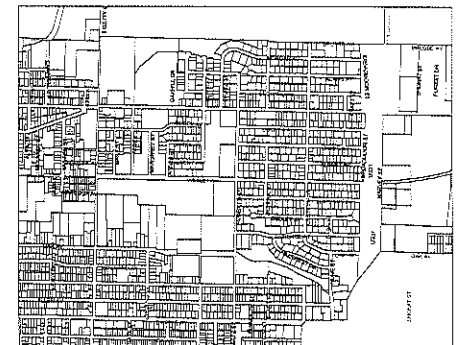
November 14, 2000



☆ = Subject Property(ies) to be sold

Parcels:

#24-611-000-0484-00
#24-611-000-0478-00
#24-611-000-0477-00
#24-611-000-0431-00
#24-611-000-0428-00



AGENDA ITEM NO. _____

CITY COMMISSION MEETING 11/14/00

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: November 14, 2000

RE: District Library Planning Resolution

SUMMARY OF REQUEST:

To adopt the attached resolution to pursue a district library with Muskegon Public Schools and participate in a Planning Commission District Library.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the attached resolution.

COMMITTEE RECOMMENDATION:

None.

CITY OF MUSKEGON

Resolution No. 2000-108(h)

PLANNING RESOLUTION – DISTRICT LIBRARY

NOW, THEREFORE, BE IT RESOLVED, that the City of Muskegon is interested in joining with the Muskegon Public Schools to establish a district library pursuant to 1989 PA 24; and

BE IT FURTHER RESOLVED, that the City of Muskegon will appoint up to three representatives from the City to the District Library Planning Committee, which is charged with preparing a District Library Agreement; and

BE IT FURTHER RESOLVED, that if the District Library Agreement is acceptable to the City Commission, it will adopt a resolution to establish a district library and to sign the agreement; and

BE IT FURTHER RESOLVED, that the recommended composition for District Library Planning Committee is proposed as follows:

Five to seven members consisting of staff and/or elected officials from each partner.

Muskegon Public Schools

Director, Hackley Public Library
Superintendent
Assistant Superintendent
Elected Official

City of Muskegon

City Manager
Another City Staff Person
Elected Official

This resolution passed.

Ayes:

Spataro, Benedict, Nielsen, Schweifler, Shepherd

Nays:

None

City of Muskegon

Gail A. Kunding
Gail A. Kunding, City Clerk

This resolution was adopted at a meeting of the City Commission, held on November 14, 2000. The meeting was properly held and noticed pursuant to the Opening Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

City of Muskegon

Gail A. Kunding
Gail A. Kunding, City Clerk

Sample

Planning Resolution-District Library

NOW, THEREFORE, BE IT RESOLVED THAT the city of Muskegon is interested in joining with the Muskegon Public Schools to establish a district library pursuant to 1989 PA 24, and

BE IT FURTHER RESOLVED THAT the City of Muskegon will appoint up to three representatives from the city to the District Library Planning Committee, which is charged with preparing a District Library Agreement, and

BE IT FURTHER RESOLVED THAT IF THE District Library Agreement is acceptable to the City Commission, it will adopt a resolution to establish a district library and to sign the agreement.

Recommended Composition for District Library Planning Committee:

5-7 members consisting of staff and/or elected officials from each partner.

Muskegon Public Schools

Director, Hackley Public Library
Superintendent
Assistant Superintendent
Elected Official

City of Muskegon

City Manager
Another City Staff Person
Elected Official