CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 10, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- **CALL TO ORDER:**
- **PRAYER:**
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **HONORS AND AWARDS:**
  - **A. Resolution – Recognition of JAAR Partnerships Fourth Year Participation in the "Good Buddy Bucks" Program** Director of Public Safety
  - **B. Nelson Adopt-A-Lot Program**
  - **C. Resolution – Recognition of Fall 2015 Citizen's Academy Graduates** Director of Public Safety
- **INTRODUCTIONS/PRESENTATION:**
- **CITY MANAGER'S REPORT:**
- **CONSENT AGENDA:**
  - **A. Approval of Minutes** City Clerk
  - **B. Demolition of 1785 Beidler – City "Grant" to Share in Costs** Planning & Economic Development Department
  - **C. Heritage Square Development LLC – Amendment to Construction Loan Note** Finance Director
  - **D. Bid Tabulation for Installation of Locker Room at L.C. Walker Arena** City Manager and Finance Director
  - **E. Fireworks Delegation of Authority Agreement** Director of Public Safety
  - **F. Sale of Buildable Vacant Lot at 163 Iona** Planning & Economic Development Department
  - **G. Amendment to the No Smoking Policy** City Clerk
  - **H. Purchase Agreement-Hippchen Property** Planning & Economic Development Department

I. **Roof Maintenance/Repair Central Station (Terrace St.)** Director of Public Safety

□ **PUBLIC HEARINGS:**

□ **COMMUNICATIONS:**

□ **UNFINISHED BUSINESS:**

A. **Concurrence with the Housing Board of Appeals Notice and Order to Demolish – 236 Washington (garage only)** Director of Public Safety - Item tabled at Commission Meeting on October 13, 2015, to be revisited on November 10, 2015

□ **NEW BUSINESS:**

A. **Transmittal of June 30, 2015 *Comprehensive Annual Financial Report*** Finance Director

B. **Operations Management Contract and Liquor License Management Agreement – L.C. Walker Arena** City Manager and Finance Director

C. **Concurrence with the Housing Board of Appeals Notice and Order to Demolish – 329 Washington** Director of Public Safety

□ **ANY OTHER BUSINESS:**

□ **PUBLIC PARTICIPATION:**

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

□ **CLOSED SESSION:**

□ **ADJOURNMENT:**

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

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: November 5, 2015

There are a number of important items on the agenda this week. Accordingly, I thought you could use a little background as you prepare.

1. We have honors/awards. The first is in recognition of JAAR, Inc.'s partnership with the MUPD to create the "Good Buddy Bucks" program. The second is in recognition of the individuals and groups that adopted lots in the Nelson Neighborhood this past summer. The third is recognition of the fall 2015 Citizen's Academy graduates.

2. Under the consent agenda, we are asking the Commission to for approval of the following:

   a. Last meeting's minutes.

   b. This is a cost-share voluntary demolition at 1785 Beidler. This property is located at a prominent intersection of our community (Laketon and Beidler). It is owned by the same individual that owns/operates Wayne's Deli. The owner has resources to participate 50/50 in the demolition. We consider this to be a proactive way to fight blight and avoid the dangerous building process, while getting significant property owner buy-in. If successful, this model could be implemented in other areas of the city.

   c. An amendment to the Heritage Square Townhouse Development Agreement to waive the accrued interest on the city's loan to the developer in exchange for payment of the note in full and the commencement of another unit with private funding. The goal of this loan was to jumpstart the development and demonstrate to private sector lenders that the project is a viable investment. While we are not overly happy with the expediency of the work, we are very happy with the quality of the units. Once repaid, the $500,000 will be deposited back into the Sappi Economic Development Fund, with the expectation that a similar investment could be made at another time.

   d. Locker Room Construction at the LC Walker Arena. We originally budgeted $30,000 to undertake this task. We received 4 bids, with the lowest being $37,540. The original plan called for the remodeling of Locker Room A (an existing locker room). This plan would cause an immediate problem with locker room space and would have lead to additional investment in another locker room to accommodate the various teams that use the facility. Instead, we converted a conference room into a locker

room and created a shared shower/restroom with the Lumber Jacks. The project called for a very fast timeline (RP Hockey's lease called for the arena to have a locker room available by October). Accordingly, staff has already administratively approved the low bidder, and the construction commenced immediately. RP is very happy with the quality of the locker room. The team's $12,000 contribution to the construction is built into their rent over the next five years.

e. Fireworks Delegations of Authority Agreement. The agreement will allow the fire department to conduct inspections of fireworks sales facilities. Trained staff is already in place and we view this as an opportunity to create additional revenue via the fire department. The inspections would be conducted by a state-approved agency if the MUFD did not enter into this agreement.

f. Sale of a buildable lot to an adjacent property owner. The vacant lot is located at 163 Iona. The lot is 66 x 132 ft. and is being offered to Craig Person for $800 plus the fee to register the deed. Craig Person will be combining this property with his existing property, which would be considered unbuildable should his home be destroyed over 75%. His property is an odd shape and only has 5,874 sq. ft. The True Cash Value (TCV) for the property listed in the Assessor's office is $2,500, and our price is set at $1,875 which is 75% of that amount. The City has owned the property for a very long time and there have been no inquiries for potential construction. By combining this lot with Mr. Person's property it will give him a buildable lot should anything happen to his home. This is in the McLaughlin Neighborhood. The City has spent an average of $233.83 per year in maintenance of the vacant lot since 2002.

g. Amend the non-smoking policy at city facilities to update consequences for employee violations as well as definitions of tobacco products.

h. Purchase of 78 feet of frontage on Houston Ave from Dolly and Tom Hippchen (235 Houston) to create two additional buildable lots in the Midtown Square Development. Without this purchase, the Houston side of the project would only accommodate two home sites. Once this sale is closed, we will be prepared to enter into an agreement with the builder to construct the nine homes. The purchase price of $12,000 is similar to the per lot price paid to MCI for their nine lots. We would also be agreeing to relocate the Hippchen's fence and some landscaping.

i. Roof repair at Central Fire Station. The $19,200 repair is necessary to fix a sizable leak in the area that houses Central Dispatch. Note that this price is to replace the hip roof, and not the flat roof over the truck bays.

3. Unfinished Business

   a. We are asking the Commission to concur with the HBA on the garage demolition at 236 Washington. This was tabled from a previous Commission meeting. The owner has yet to comply, although her son has pulled a building permit.

4. Under New Business:

   a. The CAFR was sent earlier by email and hard copy. It is being submitted formally to the City Commission.

   b. We are seeking formal approval of the LC Walker Management Agreement with Tim Taylor. Staff was approved to hire Tim at a rate of $75,000. The agreement spells out our relationship and our expectations. The agreement also provides incentives to get the building into a positive cash flow position. The arena has required hundreds of thousands of dollars of subsidy annually for many years - making it cash flow positive without the subsidy would be a monumental feat. This is less than what a full-time employee with a full benefit package would cost the city annually.

   c. Concurrence with the HBA's decision to demolish the structure at 329 Washington.

If there are questions on any agenda items, please try to let staff know in advance and we will be sure to have the appropriate data/research available at the meeting.

Date: November 4, 2015

To: Honorable Mayor and City Commissioners

From: Ann Marie Meisch, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the October 27, 2015 City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

OCTOBER 27, 2015

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, MI at 5:30 p.m., Tuesday, October 27, 2015.

Pastor Marcy Miller, from Samuel Lutheran Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Vice Mayor Lawrence Spataro, Commissioners Turnquist, Johnson, Hood, Rinsema-Sybenga, and German. City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Commissioner Eric Hood

2015-77 AMEND THE AGENDA:

Motion to Amend the Agenda:

Motion by Vice Mayor Spataro, second by Commissioner Turnquist, to amend the agenda to move the Public Hearing for confirmation of the special assessment roll for street lighting to the top of the agenda due to public interest.

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

Nays: None

MOTION PASSES

INTRODUCTIONS/PRESENTATION:

A. Tribute to Richard Hunt – Mayor Gawron presented a Tribute of Richard Hunt, to Judy Hayner, Title honoring Mr. Hunt for his art.

2015-78 PUBLIC HEARING:

B. Public Hearing – Confirmation of Special Assessment Roll – Street Lighting City Treasurer

SUMMARY OF REQUEST: Confirm the Special Assessment Roll for Street Lighting.

FINANCIAL IMPACT: $506,870.00 per year – this figure is based on the initial tax

roll with 14,482 parcels.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Confirm the Roll for Special Assessment, establish the amount to levy on all eligible properties for 5 years, and approve the resolution.

Motion by Vice Mayor Spataro, second by Commissioner Rinsema-Sybenga, to amend the amount of the assessment from $35 per year to $26 per year.

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

Nays: None

MOTION PASSES

Motion by Commissioner German, second by Vice Mayor Spataro, to open the public hearing for confirmation of the special assessment roll for street lighting.

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

Nays: None

MOTION PASSES

Public Participation: the following members of the public spoke regarding the confirmation of the special assessment roll for street lighting.

Garland Kilgore, III – spoke in favor, wife, however, is in opposition, 1043 Francis

Toni Gurn, Lakeshore Drive Apartments – not opposed but individual owners should not be taxed for multi-unit

The following spoke in opposition:

Pat Caradine, 1397 E Isabella	Thomas Spaniola, 3345 Thompson Ave
Eunice Beck, 1471 5th Street	Colby Beckstrom, 1860 Walnut
Michael & Mary Thompson, 1309 Ada	
Jesus R. Pena, 1857 Walnut	Roy McDonald, 1322 Wesley
Jerome Franklin, 373 E. Holbrook	Amecia Kilgore, 933 Kampenga
Howard Collins, 450 W. Grand	August Panuzi, 2137 Hudson
Paul Simons, 1485 Randolph	Robert Calkins, 1322 Leonard
Tiffany Harper, 993 Michigan	Female, 1780 Duchess Ct – owns several properties
Jim Hoosier, 1240 W. Forest	Robert Skants, 990 W. Hackley
David Scouten, 1468 W. Harbour Towne Circle	
David Runk, resides in Norton Shores has slip at Harbour Towne Marina	

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Spataro, to close the Public Hearing.

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

Nays: Johnson

MOTION PASSES

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Spataro, to table the issue so that it may be considered by the full Commission.

ROLL VOTE: Ayes: Rinsema-Sybenga, Gawron, and Spataro

Nays: Turnquist, Johnson, and German

MOTION FAILS

Motion by Vice Mayor Spataro, second by Commissioner Rinsema-Sybenga, to confirm the special assessment roll for street lighting.

ROLL VOTE: Ayes: Rinsema-Sybenga, Gawron, and Spataro

Nays: German, Turnquist, and Johnson

MOTION FAILS

2015-79 CONSENT AGENDA:

A. <u>Approval of Minutes</u> City Clerk

SUMMARY OF REQUEST: To approve the minutes of the October 12, 2015 Worksession Meeting and the October 13, 2015 City Commission Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. <u>Request to Adopt the Muskegon Parking Strategy as Part of the Master Land Use Plan</u> Planning & Economic Development

SUMMARY OF REQUEST: Staff initiated request to adopt the recently completed Parking Strategy as part of the Master Land Use Plan. The strategy was developed in partnership with private consultants as a guide for future parking policies as downtown continues to be developed.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To adopt the Parking Strategy as part of the Master Land Use Plan.

D. <u>West Michigan Metropolitan Transportation Planning Program (WestPlan) Dues FY2015 (October 1, 2015 – September 30, 2016)</u> City Manager

SUMMARY OF REQUEST: To approve the City of Muskegon's portion of the

WestPlan dues, payable to West Michigan Shoreline Regional Development Commission. The agency determines projects and distributes federal transportation funds.

FINANCIAL IMPACT: $16,040.00

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request.

E. <u>Sale of Boat Slip (A-08) at Harbour Towne</u> Department of Public Works

SUMMARY OF REQUEST:

1. Vacate previous authorization from August 25, 2015 for staff to negotiate and execute an agreement with Mr. and Mrs. Hall for the purchase of slip # A-08 at Harbour Towne Marina.
2. Authorize the Mayor and Clerk to sign the purchase agreement for the sale of the same slip to the Meyers as per the attached purchase agreement for $28,000 plus all associated costs of the sale.

The Halls have withdrawn their offer and elected to buy a different slip at Harbour Towne.

FINANCIAL IMPACT: The sale price of $28,000 plus associated costs which will be used to settle the city's obligations regarding this slip.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Vacate the action taken on the 25th of August 2015 regarding this matter and authorize the Mayor and Clerk to execute the purchase agreement with the Meyers.

F. <u>Marsh Field Management Agreement</u> Department of Public Works

SUMMARY OF REQUEST: Authorize the Mayor and City Clerk to execute the "Marsh Field Baseball Facility Management Agreement" with the Muskegon Clippers Baseball Club (MCBC). Furthermore, if approved, authorize staff to issue the previously approved contribution to this new group rather than to Lakeshore Baseball Club.

FINANCIAL IMPACT: The Muskegon Clippers Baseball Club (MCBC) will continue to expand the operations of this facility and will invest in improvements to the facility.

BUDGET ACTION REQUIRED: None. The contract continues to offer savings in maintenance costs for the City and creates opportunities for capital improvements by MCBC that the City is unable to accomplish at this time.

STAFF RECOMMENDATION: Approve the request.

Motion by Vice Mayor Spataro, second by Commissioner German, to approve the consent agenda as read, with the exception of item C.

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

Sybenga

Nays: None

MOTION PASSES

2015-80 ITEMS REMOVED FROM CONSENT AGENDA:

C. <u>Asbestos Survey Bids – MSHDA Land Bank Grant</u> Planning & Economic Development

SUMMARY OF REQUEST: A requirement of the MSHDA Land Bank Grant for demolitions is that we have asbestos surveys done for all properties included. To save time, we put out a request for bids for a firm to do the asbestos surveys for all the properties (33 properties originally included in the grant…some of those will be changing due to property owners moving forward with demolitions themselves, allowing us to add new properties in for demolition). The bids were received October 20, 2015. Once the surveys are complete, bids will be obtained for the asbestos abatement and demolition of the properties.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve Environmental Testing and Consulting, Inc. as the firm to complete the asbestos surveys for all the properties included in the MSHDA Land Bank demolition grant and authorize staff to sign any necessary documents.

Motion by Vice Mayor Spataro, second by Commissioner Johnson, to approve Environmental Testing and Consulting, Inc. as the firm to complete the asbestos surveys for all the properties included in the MSHDA Land Bank demolition grant and authorize staff to sign any necessary documents.

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

Nays: None

MOTION PASSES

2015-81 PUBLIC HEARINGS:

A. <u>Public Hearing – Request for the Establishment of an Industrial Development District at 1690 Creston Street</u> Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, Production Fabricators, Inc. has requested to establish an Industrial Development District at 1690 Creston Street. The company is in the process of purchasing the property from the City and will eventually be expanding their business on site. The establishment of the district will allow the company to become eligible for Industrial Facilities Tax Abatements (IFTs).

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

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

Public hearing was opened to receive comments from the public.

No comments were received.

Motion by Vice Mayor Spataro, second by Commissioner Johnson, to close the public hearing and approve the establishment of the Industrial Development District.

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

Nays: None

MOTION PASSES

2015-82 CLOSED SESSION:

B. <u>To Discuss Pending Litigation</u>

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Spataro to go into closed session to discuss pending litigation.

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

Nays: None

MOTION PASSES

Motion by Vice Mayor Spataro, second by Commissioner Rinsema-Sybenga, to come out of closed session and to settle the suit as discussed, consistent with the city attorney's recommendation.

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

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 8:34 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC
City Clerk

Commission Meeting Date: November 10, 2015

Date: October 19, 2015

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: Demolition of 1785 Beidler- City "Grant" to Share in Costs

---

SUMMARY OF REQUEST: Pat Bogner, owner of 1785 Beidler, is requesting "grant" assistance from the City in demolishing the commercial property next to her business, Wayne's Deli (746 W Laketon Ave). This property is not in the specific areas covered by the MSHDA Land Bank Demolition Grant. However, it is in a critical commercial corridor along Laketon Avenue where removal of the blighted building would make a positive impact. Therefore, staff is recommending a cost share for the demolition of the building. After demolition, the property will be landscaped to create a green space (see attached letter).

FINANCIAL IMPACT: The quote Ms. Bogner intends to accept, if a grant is received from the City, is from Press in the amount of $8,720.00. It is recommended that the City pay $4,360.00, or half the amount of the quoted price, which will be paid from the City's current budget for building demolitions.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To accept the cost share with Ms. Bogner for the quote from Press in the amount of $8,720.00, with the City to pay up to $4,360.00 (or half the amount); with payment made after the demolition and landscaping of the property has been completed.

September 9, 2015

Cathy Brubaker-Clarke
Shorelinecity.com

Re: Application for grant assistance

Dear Cathy,

Pursuant to our conversation regarding cost assistance for the demolition of my building located at Beidler Street and Laketon Ave. (1785 Beidler), I am submitting the proposals received to date for this demolition and clean-up process.

My intent is to have this building totally removed with the lot being landscaped to create a "green" space.

Below are the quotes received for the demolition and creation of green space:

1. Press's LLC – Demolition, permit to demolish building, haul debris, including concrete, to salvage yards, grass seed lot. $8,720.00
2. Asphalt Paving, Inc. – Mill along concrete as necessary and place bituminous tack coat & bond and pave w/one 2" hot mix asphalt. $14,400.00
3. R & R Landscape – Top soil vacant lot with high end seed, ornamental easy maintenance trees and some large rock. $8,700.00
4. Mast Mini-Barn – Erect one 10x14 "cottage" style storage shed. $3,416.28. Currently, all of my non-perishable inventory (bags, plates, baskets, etc.) for use in running Wayne's Deli are stored in the back Northwest corner of the Beilder Street building.
5. City of Muskegon – installation of water pit for underground sprinkling, using the existing service once building is demolished and green space created. $1,800.00-$2,200.00. This quote does not include the cost of the meter and radio which is $350.00.

Thank you for your assistance in my request for a grant for help towards this undertaking. This building is beyond being saved for future use and removing it from this lot will be a "win" for both the City of Muskegon and me.

Should you need any further information or copies of the proposals, please do not hesitate to contact me. I can be reached at 231-740-1101.

Sincerely,

Patricia Bogner
President/Owner
The Bogs Corp

11.04.2015 14:39

11.04.2015 14:37

Commission Meeting Date: November 10, 2015

Date: November 3, 2015

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Heritage Square Development LLC – Amendment to Construction Loan Note

---

SUMMARY OF REQUEST: At the June 24, 2014 meeting, the Commission approved a Construction Loan Agreement, Commercial Construction Mortgage, Commercial Guaranty (Mr. Post's personal Guaranty), Security Agreement, Assignment of Rents and Leases, and Assignment of Plans and Specifications in order to loan $500,000 to Heritage Square Development LLC for the construction of two townhouses at Heritage Square.

The construction of the two townhouses has now been completed. At this time, Heritage Square Development, LLC is proposing to repay the principal amount of $500,000, plus interest accrued to October 30, 2015, by November 6, 2015, and the City would rebate the accrued interest paid on the condition that Heritage Square submits plans for one or more additional units contiguous to the townhouses currently constructed and foundations for the proposed unit(s) are poured no later than four weeks after the permits are approved by SafeBuilt.

FINANCIAL IMPACT: The $500,000 borrowed from the City by Heritage Square, LLC will be repaid by the borrower and deposited back into the City's "economic development fund".

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Amendment to Construction Loan Note and authorize the Mayor and Clerk's signatures on the documents.

AMENDMENT TO CONSTRUCTION LOAN NOTE

This agreement amends certain terms of a Construction Loan Note effective on July 14, 2014 between the City of Muskegon ("City") and Heritage Square Development, LLC ("Borrower").

BACKGROUND

A. The Borrower has drawn $500,000 against the Note and interest has accrued on those draws at the rate of 5% per annum, from the date each draw was taken.

B. The Note is secured by a lien in favor of the City against Unit 6 and Unit 7 of Heritage Square.

C. The Borrower wishes to pay the Note, using proceeds from a loan from a commercial lender.

D. The City is willing to rebate all of the accrued interest on the Note in exchange for repayment under certain conditions.

AGREEMENT

1. Provided the Borrower repays the principal amount of $500,000, plus interest accrued to October 30, 2015 in the amount shown on Exhibit A, and the City's legal fees incurred in connection with the Note through that same date, by November 6, 2015, the City agrees to rebate to the Borrower the accrued interest paid by the Borrower on the conditions provided below. City shall deduct from the rebated interest, if any, the City's legal fees from October 1, 2015 through the date of the repayment.

2. The accrued interest shall be rebated if the Borrower meets both of the following conditions:

    a. The Borrower submits plans for one or more additional units contiguous to the townhomes currently constructed by the Borrower along West Clay Avenue no later than November 20, 2015.

    b. The Borrower completes pouring the foundations for the proposed unit(s) no later than four weeks after the permits are approved by SafeBuilt.

    c. It is understood by the parties that the pouring of the foundations may be delayed by inclement weather and that the deadline will be tolled if it becomes unseasonably cold or the area is subject to a heavy snowfall at the time concrete is scheduled to be delivered.

3. The City shall release its liens upon payment of the amount described in Paragraph 1, and will provide a form of the release to the Borrower's lender prior to the closing of the Borrower's mortgage.

4. Payment of the rebated interest shall be made upon receipt of confirmation that the foundation has passed inspections by Safebuilt.

All other terms of the Note shall remain in full force and effect until the payment described in Paragraph 1 shall have been made.

Committing themselves to abide by these terms, the parties have executed this Agreement by their duly authorized officers on the dates shown below their signatures.

For the BORROWER:
Heritage Square Development LLC

By _____
Gary Post
Authorized Manager

On 11/2/15

For the CITY:
City of Muskegon

By _____
Stephen Gawron
Mayor

On _____

By _____
Ann Marie Cummings
City Clerk

On _____

Exhibit A

to Amendment to Construction Loan Note
between City of Muskegon
and Heritage Square Development, LLC

Funds paid out under the Note

Date	Drawn	days	interest to 10/30/2015
14-Jul-14	$14,323.59	466	$ 927.05
16-Sep-14	40,427.89	404	2,268.45
2-Oct-14	28,710.00	388	1,547.15
6-Nov-14	45,352.26	354	2,229.82
8-Dec-14	21,788.70	322	974.44
14-Jan-15	53,830.36	286	2,138.26
12-Feb-15	21,558.38	258	772.51
16-Mar-15	69,345.34	224	2,157.41
3-Apr-15	28,446.38	207	817.83
15-May-15	67,583.25	165	1,548.78
2-Jun-15	108,633.85	148	2,233.03
Totals	**500,000.00**		**$17,614.74**

Plus legal fees billed to the City through Sept. 30	1,906.75
Plus legal fees billed to the City through October 30	942.50
total legal fees	**2,849.25**

Total amount due to City of Muskegon at closing $520,463.99

For the BORROWER:
Heritage Square Development, LLC

By _____
Gary Post
Authorized Manager

On 11/2/15

Attested to for the CITY:
City of Muskegon

By _____
Derrick Smith
Finance Director

On 11/2/15

Commission Meeting Date: November 10, 2015

Date: November 3, 2015

To: Honorable Mayor and City Commissioners

From: City Manager and Finance Director

RE: Bid Tabulation for Installation of Locker Room at L.C. Walker Arena

---

SUMMARY OF REQUEST: With the execution of the lease with Reeths-Puffer High School to use the L.C. Walker Arena for their varsity hockey, additional locker room space was required at the arena. Four bids were received from contractors to perform the work to construct a new locker room at the arena. A bid tabulation summary is attached. Grand Haven Construction was the lowest cost from the bids received. Therefore, based on cost and quality of work, staff requests the approval of Grand Haven Construction in the installation of the new locker room at the arena.

FINANCIAL IMPACT: Total proposed cost of $37,540 to install new locker room.

BUDGET ACTION REQUIRED: Fiscal year 2015-16 budget included $30,000 in the general fund for L.C. Walker Arena locker room improvements. FY2015-16 budget to be adjusted to reflect actual cost.

STAFF RECOMMENDATION: To approve the bid received from Grand Haven Construction for the installation of new locker room at L.C. Walker Arena.

City of Muskegon
Bid Tabulation for Installation of Locker Room at L. C. Walker Arena

Bid #	Contractor	Contractor's Address	Contractor's Phone #	Total Proposed Cost
1	Grand Haven Construction	15018 Rich St West Olive, MI 49460	616-566-3577	$37,540
2	Muskegon Quality Builders	2837 Peck St Muskegon, MI 49444	231-733-4278	$70,700
3	Clifford Buck Construction	500 Irwin Ave Muskegon, MI 49442	231-726-4913	$74,400
4	Tridonn Construction Co.	1461 Evanston Ave Muskegon, MI 49442	231-777-2681	$85,587

GRAND HAVEN CONSTRUCTION

ESTIMATE

15018 Rich St
West Olive Mi 49460
Phone 616-566-3577

DATE: August 27, 2015

CLIENT:
City of Muskegon
Walker Arena
RP Locker Room

NOTES:

DESCRIPTION	QTY	AMOUNT	TOTAL
Demo Ceiling and Walls & Reconfigure Layout-Per Plans Provided	1		$1100.00
Paint Walls and Ceilings	1		$900.00
Install Gates & Doors	1		$1400.00
Remove Existing Carpet and Install ⅜" x48" Rubber Flooring -Approx 1200sq ft office/locker room, 600sq ft corridors	1		$9600.00
Build and Install Lockers (¾" Oak Plywood, ¾" Solid Oak Frames) -Prefinished Light Oak	1		$10,800.00
Plumbing and Electrical Estimates will be submitted separately.			
Proposed payment schedule. $12,000 Initial Deposit $6000 Draw After Flooring is Intsalled Balance Upon Completion			

THANK-YOU FOR THE OPPORTUNITY TO BID THIS PROJECT!!

GRAND HAVEN CONSTRUCTION

ESTIMATE

15018 Rich St
West Olive Mi 49460
Phone 616-566-3577

DATE: SEPTEMBER 25, 2015

CLIENT:
City of Muskegon
Walker Arena
RP Locker Room

NOTES:

DESCRIPTION	QTY	AMOUNT	TOTAL
Plumbing Work -Remove two urinals and replace with hand sinks, install new supply lines as needed -Install supply lines and waste lines needed for washer -Labor & Materials	1		$6780.00
Electrical work -Remove existing fixtures, re-install after ceiling is removed. -Remove existing outlets that will be covered by new lockers -Install new circuit for dryer -Install new circuit for skate sharpener -Add track lighting -Install outlet for coaches wall -Labor and Materials Option for outlets in each locker. Add $1550.	1		$6960.00

THANK-YOU FOR THE OPPORTUNITY TO BID THIS PROJECT!!

$37,540

MUSKEGON QUALITY BUILDERS, INC.
2837 PECK STREET, MUSKEGON, MI 49444
P.231.733.4278 | www.mqbinc.com

PROPOSAL

DATE	PROPOSAL #
9/1/2015	15512

PROPOSAL SUBMITTED TO:

LC Walker Arena
Attn: Neil Hawryliw
955 Fourth Street
Muskegon, MI 49440

Re: Reeths Puffer Locker Room

Bid Includes: Labor, material and equipment to perform all work per drawings A1.01 and A1.02 by Concept Design Studio for New Locker Room Renovation - LC Walker Arena.

Note: Per discussions with Neil Hawryliw, city is not requiring permit. Add $1,500 to base bid if permit is required.

Thank you.

BASE BID **$70,700.00**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.
Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by MQB.
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

Respectfully submitted,

Thomas A. Stevens

ACCEPTANCE OF PROPOSAL
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature_____ Date_____

CLIFFORD BUCK CONSTRUCTION COMPANY INC.
500 Irwin Avenue
Muskegon, Michigan 49442
231-726-4913
Fax 231-728-7410
www.cliffordbuckconstruction.com

September 2, 2015

Neil Hawryliw
LC Walker Arena
955 Fourth Street
Muskegon, MI 49440

Subject: **Reeths Puffer Locker Room**

Neil,

Thank you for giving us an opportunity to submit a proposal for the above referenced project. We propose to complete the New Locker Room renovations for Reeths Puffer per drawings prepared by CDS, sheets A1.01 and A1.02 for a lump sum cost of **$74,400**. We have included the following:

- Selective demolition.
- Masonry wall patching.
- Drywall partition walls.
- Painting.
- Flooring.
- New doors, frames and hardware.
- New lockers.
- H.V.A.C.
- Plumbing.
- Electrical.

Thanks again for giving us an opportunity to submit this proposal. If you have any questions or need any additional information, please contact me.

Sincerely,

CLIFFORD BUCK CONSTRUCTION CO., INC.

Andy Zorn
President

Tridonn
CONSTRUCTION CO.

Phone (231) 777-2681 Fax (231) 777-2506
1461 Evanston Avenue
Muskegon, Michigan 49442-5398

PROPOSAL

L. C. Walker Arena
470 West Western Avenue
Muskegon, Michigan 49440
Attn: Neil Hawryliw

September 9, 2015
Re: Reeth-Puffer New Locker Room Renovation

Dear Neil:

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following: Price includes furnishing all labor, material, equipment, safety aids, insurance's and clean up required to complete the following:

The renovations to complete the new Reeth-Puffer High School Hockey locker room, as per drawings provided.

Alternate:
To install recepticales in each locker. ADD: $2,185.00

Excluded: Building Permit, Plan Review

All of the above work to be completed in a substantial and workmanlike manner for the sum of

Eighty Five Thousand Five Hundred Eighty Seven & 00/100********** ($ 85,587.00) Dollars

Payments to be made as follows: ALL BILLINGS WILL BE MADE BETWEEN THE 1st AND 10th OF THE MONTH FOR WORK DONE AND MATERIALS USED THE PRECEDING MONTH. PAYMENT TO BE MADE WITHIN TEN DAYS FROM BILLING DATE.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

The Contractor agrees to carry Worker's Compensation and Public Liability Insurance, also to pay all Sales Taxes, FICA Taxes and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

Respectfully submitted,

This proposal is subject to your acceptance within 30 days.

James L. Kelly, Estimator — Contractor

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date _____ 20__

White - ORIGINAL Yellow - ACKNOWLEDGMENT Pink - CONTRACTOR

Commission Meeting Date: NOVEMBER 10, 2015

Date: **October 27, 2015**

To: **Honorable Mayor and City Commission**

From: **Director of Public Safety**

RE: **Fireworks Delegation of Authority Agreement**

SUMMARY OF REQUEST: The Director of Public Safety requests that the City Commission review and authorize the "Fireworks Delegation of Authority Agreement pursuant to PA 256" for 2016.

The Bureau of Fire Services is seeking departments that are interested in applying for inspection delegation for consumer fireworks retail sales facilities (CFRS) under Section 19 of PA 256 of 2011. The delegation is for one (1) year. The fire department would be responsible for conducting inspections of the permanent and temporary CFRS locations within its jurisdiction (City of Muskegon). Entities that apply for delegation will receive 70% of the application fee that is paid for the consumer fireworks certificate ($700.00 for permanent structure and $420.00 for temporary structure).

Currently, the MUFD has two Certified Fire Inspectors that are qualified to perform this task. Application will be made upon acceptance by the City Commission.

FINANCIAL IMPACT: Positive financial impact as fees are paid to conduct inspections.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: The Director requests staff recommend approval of the 2016 Fireworks Delegation of Authority Agreement.

CITY OF MUSKEGON
RESOLUTION

WHEREAS, the City of Muskegon finds it necessary to conduct Fireworks Delegation of Authority Authorization Pursuant to PA 256; and

WHEREAS, the City of Muskegon will conduct fireworks inspections within its jurisdiction and/or perform said inspection/s upon request/s per mutual aid; and

WHEREAS, the inspections will generate fees to the City of Muskegon ($700.00 permanent structure, $420.00 temporary structure)

NOW THEREFORE BE IT RESOLVES that the City Commission authorized the Muskegon Fire Department certified inspectors to perform Fireworks Delegation Inspections as stated.

Signed this 10th day of November, 2015.

_____

Stephen J. Gawron, Mayor

STATE OF MICHIGAN
RICK SNYDER
GOVERNOR
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF FIRE SERVICES
MICHAEL DEPREZ
ACTING STATE FIRE MARSHAL
MIKE ZIMMER
DIRECTOR

FIREWORKS DELEGATION OF AUTHORITY AGREEMENT

Between
The Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
and
Muskegon Fire Department
EXPIRATION
April 30, 2017

I. Purpose

This agreement is entered into for the purpose of delegating responsibility for inspections of consumer fireworks retail locations in accordance with the Michigan Fireworks Safety Act, PA 256 of 2011, as amended, MCL 28.469.

II. Local Agency Responsibilities

The **Muskegon Fire Department** agency agrees:

A. To abide by all terms of this agreement including all attachments (i.e. procedures).

B. To the use of State Certified Fire Inspectors to perform all delegated inspections.

C. To complete all delegated inspections within the time frames as specified by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services.

D. To complete all delegated inspections using the applicable rules promulgated in accordance with MCL 28.470.

E. To utilize all report forms and reporting formats required by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, for all delegated inspections of consumer fireworks retail locations.

F. To follow and apply all Department of Licensing & Regulatory Affairs, Bureau of Fire Services, procedures regarding the inspection of consumer fireworks retail locations.

G. To the proper conduct and demeanor of their employee(s) while performing delegated inspections in accordance with this agreement.

H. To attend training opportunities provided by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, necessary for the proper completion of delegated inspections.

III. Department of Licensing & Regulatory Affairs, Bureau of Fire Services responsibilities

The Bureau of Fire Services agrees:

A. To abide by the terms of this agreement, including all attachments.

B. To provide the technical assistance and supervision necessary for the proper administration of this agreement.

C. To provide any report forms and reporting formats required by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, for the reporting of inspections performed in accordance with this agreement.

D. To provide the **Muskegon Fire Department** with copies of applicable Department of Licensing & Regulatory Affairs, Bureau of Fire Services procedures, manuals, or other documents necessary for the implementation of this agreement.

E. To provide the opportunity for training for an appropriate number of employees of the **Muskegon Fire Department**, as determined by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, regarding rules, laws, or procedures necessary for the completion of inspections delegated in accordance with this agreement.

F. To annually review the delegation of authority to perform inspections of consumer fireworks retail locations to verify compliance with MCL 28.455.

G. To notify the Agency, in writing, of intent to revoke delegated authority if the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, finds that the terms of the agreement have not been kept, or if the Department intends to withdraw the delegation program.

H. To revoke the authority of the employee(s) to perform delegated inspections upon notification of the **Muskegon Fire Department** that the request for delegation has been rescinded.

I. To inform the State Fire Safety Board of all decisions by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, in delegating or revoking the authority delegated under MCL 28.469.

IV. Conflict of Interest

The **Muskegon Fire Department** and the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, are subject to the provisions of Act No. 317, PA of 1968, as amended, being MCL 15.321 et seq, and Act No. 196, PA of 1973, as amended, being MCL 15.341 et seq.

V. Liability

A. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the **Muskegon Fire Department** or unit of government pursuant to the terms of this agreement shall be the responsibility of the Agency if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the unit of government or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.

B. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, or its employees shall be the responsibility of the Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the State, its agencies, the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, or the employees of any of them as provided by common law, statute, or court decision.

C. In the event that liability to third parties, and/or loss, or damages arises as a result of activities which go beyond the mere fact of agreement between the **Muskegon Fire Department**, and the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, in fulfillment of their responsibilities under this agreement, such a liability, loss or damage shall be borne in relation to each party's responsibilities under that joint activity, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the governing body, unit of government, the State and the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, or the employees of any of them, as provided by common law, statute, or court decision.

VI. Compensation from Application Fees

During the time this agreement is in effect, the financial entity for the **Muskegon Fire Department** will receive 70% of the consumer fireworks application fee paid by the applicant for facility inspection duties within the **Muskegon Fire Department** jurisdiction. This amounts to $700 per permanent structure and $420 per temporary structure.

VII. Statutory Authority

Authority to perform inspections of consumer fireworks retail locations to verify compliance with MCL 28.455 is delegated to the BFS approved certified fire inspector(s) of the **Muskegon Fire Department** by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, under provision of Michigan Fireworks Safety Act, PA 256 of 2011 as amended, MCL 28.469. This delegation does not include any authority to issue citations or otherwise enforce the provisions of the Fireworks Safety Act.

Franklin Peterson
Print Name of Local Certifying Official

City Manager
Title of Local Certifying Official

Certifying Official Signature

Date

Jeffrey A. Lewis
Printed Name of Fire Chief

Fire Chief Signature

Date

Michael Deprez
Printed Name of Acting State Fire Marshal

Acting State Fire Marshal Signature

Date

Commission Meeting Date: November 10, 2015

Date: November 3, 2015

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: Sale of Buildable Vacant Lot at 163 Iona.

SUMMARY OF REQUEST:

To approve the sale of a vacant buildable lot at 163 Iona Ave. (Parcel #24-205-244-0011-00) to Craig Person to combine with his property at 169 Iona Ave., Muskegon, MI. The lot is 66 x 132 ft. and is being offered to Craig Person for $800 plus the fee to register the deed.

FINANCIAL IMPACT:

The sale of this lot will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

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

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT AT 163 IONA FOR $800.

WHEREAS, Craig Person will be allowed to purchase the parcel designated as number 24-205-244-0011-00, located at 163 Iona for $800; and

WHEREAS, Craig Person will combine this with the property he owns at 169 Iona; and

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

WHEREAS, the sale of a buildable lot would require a home to be constructed; instead he will be combining this with his current property that does have a home; and

WHEREAS, he will not be constructing a new home on this parcel; and

NOW THEREFORE BE IT RESOLVED, that parcel number 24-205-244-0011-00, located at 163 Iona Ave. be sold to Craig Person for $800.

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 11 BLOCK 244

Adopted this 10th day of November, 2015

Ayes:

Nays:

Absent

By: _____
Stephen J. Gawron
Mayor

Attest: _____
Ann Meisch, MMC
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on November 10, 2015.

By: _____
Ann Meisch, MMC
City Clerk

Date: November 10, 2015

To: Honorable Mayor and City Commissioners

From: Ann Meisch, City Clerk

RE: Amendment to the No Smoking Policy

SUMMARY OF REQUEST: In 1993, the City adopted a No Smoking policy. In 2009, the City was required to adopt the Muskegon County Clean Indoor Air Regulation. The Clean Indoor Air Regulation policy does not give a definition of smoking. The 1993 No Smoking policy does list a definition of smoking.

In the past several years, other "tobacco products" have come along. The Muskegon County Health Department has provided a current definition of "tobacco products" that have been added to the City's No Smoking policy and those additions are highlighted on the attached document.

We are also requesting to change the language for violations to more accurately reflect the personnel rules currently in place.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To adopt the updated No Smoking Policy.

CITY OF MUSKEGON

SMOKING POLICY

A. Purpose

1. To protect the indoor air quality of City of Muskegon facilities and vehicles.
2. To protect the public health and welfare by prohibiting smoking in enclosed areas of City facilities.
3. To recognize that where the needs of smokers and nonsmokers conflict, the need to breathe smoke free air has priority.

B. Policy

1. Smoke Free
   City of Muskegon facilities and vehicles shall be entirely smoke free.
2. Prohibitions
   Smoking will be strictly prohibited within all work areas and public spaces including:
   a) Conference Rooms
   b) Reception areas
   c) Restrooms
   d) Stairwells
   e) Hallways
   f) Lobbies
   g) Entryways
   h) Work stations of all fully enclosed city facilities
   i) Within all city vehicles
   j) Leased offices within a city facility
3. Exceptions
   Smoking shall be allowed in facilities, which are owned by the City of Muskegon, but are leased in their entirety to another entity.
4. No Smoking Statement
   SMOKING PROHIBITED IN THIS BUILDING PURSUANT TO THE MICHIGAN CLEAN INDOOR AIR ACT P.A. AS AMENDED P.A.294, 296 AND 315 AND PURSUANT TO THE CITY OF MUSKEGON NO SMOKING POLICY.
5. Prominent Signs
   Prominent signs displaying the no smoking statement will be posted at all entrances and throughout each fully enclosed city facility.
6. New Employees
   New Employees will receive a copy of this policy by department heads or supervisors.

C. ENFORCEMENT OF POLICY

1. All Persons
   This policy require the cooperation of smokers and nonsmokers. Employees, clients, contractors, and all visitors are responsible to comply and enforce the policy.
2. Reporting Violations
   a) Persons observing a violation of this article may bring it to the attention of a supervisor, department head or the City of Muskegon Police Department.
   b) Any person may bring legal action to enforce this article, notwithstanding any other provision of this article.

c) Employees observing a violation of this policy should bring it to the attention of their immediate supervisor.

3. Immediate Supervisor
   Immediate supervisors receiving a complaint will investigate and take action to resolve the issue as soon as possible.
4. Violations and Penalties
   a) It is unlawful for any person who manages, operates or otherwise controls the use of any premises owned by the City of Muskegon to fail to comply with any of this article's provisions.
   b) Violations may result in discipline up to an including termination.
   ~~b) Any person who violates any provision of this article shall be guilty of an infraction, punishable by:~~
      ~~(1) First Violation: Fine not exceeding one hundred dollars ($100.00). Person given copy of smoking policy at no cost to the violator.~~
      ~~(2) Second violation within one year of the first violation: Fine not exceeding two hundred dollars ($200.00).~~
      ~~(3) Each additional violation within one year of the previous violation: Fine not exceeding five hundred dollars ($500.00).~~

Definitions, Severability, and other laws

Definitions

a) The following words and phrases, whenever used in this article will be construed as defined in this section.
b) Employee: Any person that the City of Muskegon employs and receives direct or indirect monetary wage from the City of Muskegon or volunteers his or her services to the City.
c) Employer: City of Muskegon
d) Enclosed areas: All space between a floor and ceiling which a solid wall or window encloses on all sides, and extends from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid.
e) Smoking: The use of any tobacco product, including but not limited to: Inhaling, exhaling, burning or carrying any lighted cigar, cigarette, weed, plant, or other combustible substance in any manner or in any form.
f) Severable: Ability to exist with certain portions extracted.

g) "Tobacco Product" means any product containing, made or derived from tobacco that is intended for human consumption. Tobacco products include, but are not limited to, cigars; little cigars; cheroots; periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; Cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts ; refuse scraps, clippings, cuttings and sweepings of tobacco, cigarettes, and other kinds and forms of tobacco. Tobacco Product also includes electronic cigarettes. Tobacco products excludes any tobacco product that has been approved by the USFDA for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

1. Severability
   If any provision, clause, sentence, or paragraph of this article or the application there of to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this article. This article can be given effect without the invalid provisions or application, and to this end the provision of the article are declared to be severable.
2. Other Application Laws
   This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

2009-94(b)

Clean Indoor Air Regulation

Pursuant to the Muskegon County Clean Indoor Air Regulation, Sections 1005-1007, the City of Muskegon prohibits smoking as follows effective November 9, 2009.

Sec. 1005. Prohibition of Smoking in Public and Private Worksites and Public Places
Smoking is prohibited in all enclosed public and private worksites and public places within Muskegon County, including, but not limited to, the following places:

> Every room, chamber, place of meeting of public assembly...under the control of any board, council, commission, committee, including joint committees, or agencies of Muskegon County or any political subdivision of the State of Michigan, to the extent such location is subject to the jurisdiction of Muskegon County.

Sec. 1006. Prohibition of Smoking in Places of Employment

> Smoking is prohibited in all enclosed areas within this worksite without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, employer-owned or leased vehicles, and all other enclosed facilities.

Sec. 1007. Prohibition of Smoking near Entrances, Windows and Ventilation Systems

> Smoking is prohibited near entrances, windows and ventilation systems of all worksites and public places where smoking is banned by this regulation. A no smoking area which extends a reasonable distance from any entrances, windows and ventilation systems to any enclosed areas where smoking is prohibited shall be established to ensure that persons entering or leaving the building or facility shall not be subjected to breathing tobacco smoke and to ensure that tobacco smoke does not enter the building or facility through entrances, windows, ventilation systems or any other means. All smoking trash receptacles shall be placed outside the no smoking area in order to discourage smoking in these areas.

Enforcement of Policy
Any employee found to be in violation of this policy is subject to disciplinary action up to and including discharge in the same manner as violations of other City policies.

Complaints
Please bring employee violations of this policy to the attention of the appropriate supervisor, who is to investigate and take action to resolve the issue.

Anyone not employed by the City and seen violating this policy should be notified of the policy and asked to extinguish smoking materials or leave the premises. If the individual refuses, contact a member of management for help.

If the above initial efforts fail to result in compliance and an individual wishes to register a complaint, please contact the Risk Manager at (231) 724-6724 or contact a member of City management for assistance. Violators of this regulation investigated by the Public Health-Muskegon County are subject to fines up to $1,000 as provided for in the regulation.

Adopted November 10, 2009.

Ann Marie Becker, MMC
City Clerk

Commission Meeting Date: November 10, 2015

Date: November 4, 2015

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: Purchase Agreement- Hippchen Property

SUMMARY OF REQUEST: Tom and Dolly Hippchen (325 Houston) have agreed to sell the City a portion of their property. This property is needed to add to the adjacent City owned property so that four new homes can be built on Houston Avenue. The price for the property is $12,000, with some additional costs associated with the relocation of the fences and landscaping.

FINANCIAL IMPACT: The cost for the property is $12,000, with some minor costs associated with the relocation of fences and landscaping. However, by purchasing the additional property, it will enable the City to build four new homes on Houston Avenue. Without this additional property, the City would only be able to have two buildable lots on Houston.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Purchase Agreement between Tom and Dolly Hippchen and the City and to authorize staff to sign any necessary documents for the property transaction and to authorize the expenditures necessary for the fence and landscaping relocations.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made _____, 2015 ("Effective Date"), by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Buyer"), and **Thomas & Dardinella Hippchen**, of 325 Houston, Muskegon, Michigan 49441 ("Seller").

Recitals

A. Seller owns the parcel located at 325 Houston Avenue upon which their home is located.
B. Seller also owns the lot along Houston Avenue directly adjacent to 325 Houston Avenue ("Adjacent Lot.") This Adjacent Lot is vacant except for landscaping and a garden.
C. Buyer wishes to acquire a portion of Seller's Adjacent Lot for completion of a City Housing Initiative that includes development of nine new homes on the block.
D. A Lot Split shall be performed and a survey conducted to establish the boundaries of the parcel Seller shall sell to Buyer.

Agreement

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

SEE ATTACHMENT A

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

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Twelve-Thousand Dollars ($12,000), payable in cash at the closing.

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

4. **Title Insurance.** Buyer agrees to deliver to Seller, on or before the closing date, a commitment for title insurance, issued by Land America Transnation Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, Seller shall have forty-five (45) days from the date Seller is notified in writing of such

unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If Buyer closes on the Premises, any objections to the title are deemed waived. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Buyer.

5. **Survey.** Buyer at its own expense shall obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to Closing. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure Buyer may elect to purchase the Premises subject to said encroachment or variation.

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

7. **Closing.** Unless the parties otherwise mutually agree, the closing shall be held within 30 days from the Effective Date ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444.

8. **Delivery of Deed.** Seller shall execute and deliver a quitclaim deed to Buyer at Closing for the Premises.

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

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

11. **Costs.** The costs associated with this Agreement shall be paid as follows:

i. Buyer shall pay all state and county transfer taxes in the amounts required by law.

ii. Buyer shall pay the premium for the owner's policy of title insurance. Buyer shall pay for any lenders policy of title insurance and the cost of any endorsements to the owner's policy requested by Buyer.

iii. Buyer shall pay for the cost of recording the warranty deed.

iv. Buyer shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement.

v. Buyer shall pay any closing fees charged by the Title Company.

12. **Fence and Landscaping.** Upon Closing, Buyer shall perform the following tasks to move and relocate Seller's landscaping:

i. Relocate and secure the statue, pedestal with slates and surrounding stones on the ground to location within new property lines.

ii. Relocate "Rose of Sharon" bushes and eight blueberry plants and replant at direction of Seller

iii. Relocate existing white vinyl fence at new property line.

iv. Relocate existing black aluminum fence to new property line. Reuse or replace the aluminum edging along existing black fence, reusing or replacing the barrier under the stone and filling with river rocks once moved.

v. Leave 6' chain link fence on south side of alleyway. Buyer agrees said chain link fence belongs to Seller.

vi. Seller attests that irrigation system is closed. Buyer shall cut ends of hoses of underground sprinkler at property line and secure with duct tape.

vii. Buyer shall not be responsible to move any trees.

viii. Buyer shall stake new property line.

13. **General Provisions.**

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

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

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

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

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

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

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

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

The parties have executed this Real Estate Purchase Agreement on the date written below their names, to be effective as of the day and year first above written.

WITNESSES:

_____

_____

_____

_____

BUYER: CITY OF MUSKEGON

By_____
Stephen J. Gawron, Mayor
Date: _____

_____
Ann Meisch, MMC, Clerk
Date: _____

SELLER: Thomas & Dardinella Hippchen

_____
Name: _____
Title: _____
EIN#:_____
Date: _____

ATTACHMENT A

SURVEY and LEGAL DESCRIPTIONS

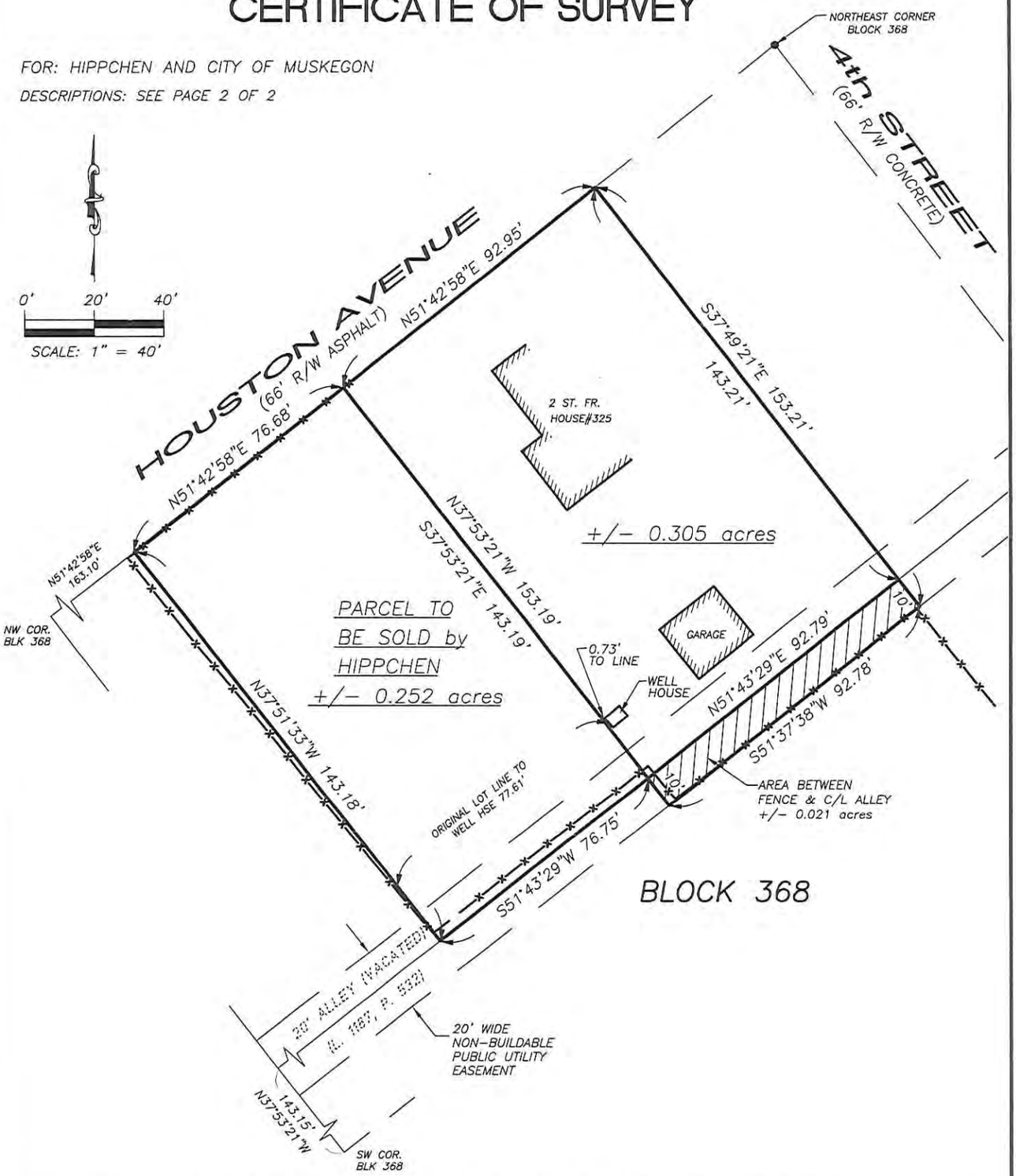
WESTSHORE CONSULTING

Engineers ▪ Scientists ▪ Surveyors ▪ Planners

CERTIFICATE OF SURVEY

FOR: HIPPCHEN AND CITY OF MUSKEGON

DESCRIPTIONS: SEE PAGE 2 OF 2



DEEDS PREPARED UTILIZING THIS LEGAL DESCRIPTION FOR CONVEYANCES MUST MEET THE REQUIREMENTS OF SECTION 109 PARAGRAPH 3 AND 4 OF P.A. 591 OF 1996.

SUBJECT SURVEY SHOULD BE REVIEWED FOR COMPLIANCE WITH LAND DIVISION ACT 591 PA, 1996 AS AMENDED AND ACT 286 PA. 1972 AND CONFORMANCE TO ADOPTED ZONING ORDINANCES.

AS A PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, I DO HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, I HAVE SURVEYED THE PROPERTY AS DESCRIBED AND SHOWN HEREIN AND THAT THERE EXISTS NO VISIBLE ENCROACHMENTS ON SAID PROPERTY UNLESS NOTED AND THAT THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH PUBLIC ACT 132 OF 1970, AS AMENDED. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH A DESCRIPTION FURNISHED BY OTHERS AND SHOULD BE COMPARED TO THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, OR EXCEPTIONS. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESSED RECERTIFICATION BY THE SURVEYOR. ERROR OF CLOSURE: > 1 IN 5,000. BASIS OF BEARING: STATE PLANE COORDINATE GRID.

TIMOTHY W. DEMUMBRUM P.S. 54454
PROFESSIONAL SURVEYOR DATE: Oct 20 2015
2534 BLACK CREEK ROAD
MUSKEGON, MI. 49444
PHONE : (231)777-3447
FAX : (231)773-3453

STATE OF MICHIGAN — Timothy W. DeMumbrum — PROFESSIONAL SURVEYOR No. 54454 — LICENSED PROFESSIONAL SURVEYOR

© COPYRIGHT 2015

FILE NO: 15-0184
SCALE: 1"=40'
SURVEYED BY: TWD
DRN BY: ELS/NSS

WESTSHORE CONSULTING
Engineers ■ Scientists ■ Surveyors ■ Planners

CERTIFICATE OF SURVEY

FOR: HIPPCHEN AND CITY OF MUSKEGON

LEGAL DESCRIPTION of NEW HIPPCHEN PARCEL:

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, PART OF BLOCK 368 DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF BLOCK 36,
THENCE NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST, A DISTANCE OF 163.10 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON AVENUE;
THENCE CONTINUING NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST, A DISTANCE OF 76.68 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON AVENUE, TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST, A DISTANCE OF 92.95 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON AVENUE,
THENCE SOUTH 37 DEGREES 49 MINUTES 21 SECONDS EAST, A DISTANCE OF 153.21 FEET TO THE SOUTH LINE OF VACATED ALLEY (LIBER 1187, PAGE 532);
THENCE SOUTH 51 DEGREES 43 MINUTES 29 SECONDS WEST ALONG THE SOUTH LINE OF VACATED ALLEY, A DISTANCE OF 92.78 FEET;
THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 153.19 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH AND SUBJECT TO A NON-BUILDABLE EASEMENT FOR PUBIC UTILITIES OVER THE VACATED ALLEY (LIBER 1187, PAGE 532), BEING 10 FEET EITHER SIDE OF A CENTERLINE WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 368, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF SAID VACATED ALLEY AND THE POINT OF BEGINNING;
THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 399.09 FEET TO THE POINT OF ENDING.
THE ABOVE-DESCRIBED EASEMENT PARCEL SHALL NOT BE ALTERED, CHANGED OR RESTRICTED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF MUSKEGON.

SAID PARCEL CONTAINS 0.305 ACRES MORE OR LESS.

LEGAL DESCRIPTION of the PORTION OF VACATED ALLEY to be DEEDED TO HIPPCHEN:

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, PART OF BLOCK 368 DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF BLOCK 36,
THENCE NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST, A DISTANCE OF 163.10 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON AVENUE;
THENCE CONTINUING NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST, A DISTANCE OF 76.68 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON AVENUE;
THENCE CONTINUING NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST, A DISTANCE OF 92.95 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON AVENUE,
THENCE SOUTH 37 DEGREES 49 MINUTES 21 SECONDS EAST, A DISTANCE OF 143.21 FEET TO THE CENTER LINE OF VACATED ALLEY (LIBER 1187, PAGE 532) AND THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 37 DEGREES 49 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.00 FEET TO THE SOUTH LINE OF VACATED ALLEY;
THENCE SOUTH 51 DEGREES 43 MINUTES 29 SEGONDS WEST ALONG THE SOUTH LINE OF VACATED ALLEY, A DISTANCE OF 92.78 FEET;
THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 10.00 FEET;
THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST ALONG THE CENTER LINE OF VACATED ALLEY, A DISTANCE OF 92.79 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH AND SUBJECT TO A NON-BUILDABLE EASEMENT FOR PUBIC UTILITIES OVER THE VACATED ALLEY (LIBER 1187, PAGE 532), BEING 10 FEET EITHER SIDE OF A CENTERLINE WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 368, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF SAID VACATED ALLEY AND THE POINT OF BEGINNING;
THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 399.09 FEET TO THE POINT OF ENDING.
THE ABOVE-DESCRIBED EASEMENT PARCEL SHALL NOT BE ALTERED, CHANGED OR RESTRICTED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF MUSKEGON.

SAID PARCEL CONTAINS 0.021 ACRES MORE OR LESS.

LEGAL DESCRIPTION of PARCEL TO BE SOLD by HIPPCHEN:

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, PART OF BLOCK 368 DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF BLOCK 36,
THENCE NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST, A DISTANCE OF 163.10 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON AVENUE TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST, A DISTANCE OF 76.68 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON AVENUE;
THENCE SOUTH 37 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 143.19 FEET TO THE CENTER LINE OF VACATED ALLEY (LIBER 1187, PAGE 532);
THENCE SOUTH 51 DEGREES 43 MINUTES 29 SECONDS WEST ALONG THE CENTER LINE OF VACATED ALLEY, A DISTANCE OF 76.75 FEET;
THENCE NORTH 37 DEGREES 51 MINUTES 33 SECONDS WEST, A DISTANCE OF 143.18 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH AND SUBJECT TO A NON-BUILDABLE EASEMENT FOR PUBIC UTILITIES OVER THE VACATED ALLEY (LIBER 1187, PAGE 532), BEING 10 FEET EITHER SIDE OF A CENTERLINE WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 368, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF SAID VACATED ALLEY AND THE POINT OF BEGINNING;
THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 399.09 FEET TO THE POINT OF ENDING.
THE ABOVE-DESCRIBED EASEMENT PARCEL SHALL NOT BE ALTERED, CHANGED OR RESTRICTED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF MUSKEGON.

SAID PARCEL CONTAINS 0.252 ACRES MORE OR LESS.

DEEDS PREPARED UTILIZING THIS LEGAL DESCRIPTION FOR CONVEYANCES MUST MEET THE REQUIREMENTS OF SECTION 109 PARAGRAPH 3 AND 4 OF P.A. 591 OF 1996.

© COPYRIGHT 2015

FILE NO: 15-0184

Commission Meeting Date: November 10th, 2015

Date: November 4th, 2015

To: Honorable Mayor and City Commissioners

From: Director of Public Safety Jeffrey Lewis

RE: Roof Maintenance/Repair Central Station (Terrace St.)

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the amount of $19,200.00 for the roof repair to Central Fire Station. It was determined that the roof was leaking, causing damage to the roof structure, and to the interior space of Central Dispatch (roof over main facility). Roofing bids were requested, Free Spirit Construction Inc. was selected from the competitive bid process (*see attachment for details).*

FINANCIAL IMPACT:

Negative impact, exigent repair was unforeseen in this current budget year.

BUDGET ACTION REQUIRED:

Repairs to Central Station roof will require 2nd quarter budget amendment of $20,000.00 to include repairs cost and/or any cost overage.

STAFF RECOMMENDATION:

Staff recommends approval of this repair request.

MUSKEGON FIRE DEPARTMENT
CITY OF MUSKEGON
TELEPHONE BID TABULATION FORM

RECEIVED
SEP 29 2015
MUSKEGON POLICE DEPT.
CHIEF of POLICE

Date: 9/29/15 Employee: Kevin Dake

	Bidder #1	Bidder #2	Bidder #3
Vendor	Free Spirit Construction	Schmidt Roofing & Constr	Modern Roofing Inc
Address	2200 Roberts St Muskegon, MI 49444	552 W Southern Muskegon, MI 49441	4741 24th St Dorr, MI 49323
Telephone Number	231-739-2124	231-726-2020	616-896-8161
Fax Number	231-773-7855	231-726-5695	616-896-9943
Accept Mastercard			
Quoted By	Larry Weaver, Pres	Ricky Hines, owner	Dave Stein

Description & Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
Central Station New Shingle Roof	19,200.00	19,200.00	24,938.00	24,938.00	23,983.00	23,983.00
Central Station New Metal Roof	85,000.00	85,000.00	52,132.00	52,132.00		

Bidder ~~#~~ 1 approved by _____

X _____ City Manager

VISA

Free Spirit FS Construction Inc

1-2

2200 Roberts Street • Muskegon, Michigan 49444 • (231) 739-2124 • Fax (231) 773-7855

Muskegon Central Fire Department
770 Terrace Street
Muskegon, MI 49440

October 1, 2015

Dear Mr. Dake, WE PROPOSE TO FURNISH ALL MATERIALS AND PERFORM ALL LABOR NECESSARY TO COMPLETE THE FOLLOWING: Install a new shingle roof system on upper main section only of building at the above address. To be completed in the following manner:

1. Completely remove the existing surface down to the deck and haul away. Site to be left clean.
2. Repair all damaged decking with fire rated plywood at an added cost of $3.00 per square foot.
3. Secure any loose plywood with screws as needed.
4. Install Rhino synthetic felt onto the cleaned roof surface.
5. Install new aluminum drip edge onto the entire perimeter.
6. Install Ice and Water Shield underlayment protection nine (9') feet up along eaves.
7. Install new rubber boot flashings around plumbing stacks.
8. Install new metal flashing at walls.
9. Install IKO Cambridge Lifetime Architectural design laminated dimensional algae resistant shingles onto the prepared surface. To be completed to IKO specifications.
10. Install Shingle Vent II ridge vent with matching ridge cap shingles on peak.
11. Install new hip vents on the hip of roof to allow for better venting and matching cap shingles.

The above work will have a Lifetime material four (4) year labor warranty.
Note: IKO shingle warranty: 100% coverage for first 15 years. Prorated coverage for years 16 - 40.

ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMAN LIKE MANNER ACCORDING TO STANDARD PRACTICES FOR THE SUM OF: **Nineteen Thousand Two Hundred and 00/100 ($19,200.00)**
Option: Install new shingles on stairway and lower shingle roofs for an additional cost of $4,000.00.
AS THE WORK PROGRESSES TO THE VALUE OF: 100% OF ALL WORK COMPLETED. THE ENTIRE AMOUNT OF CONTRACT TO BE PAID WITHIN: 50% Down 50% Upon Completion.
RESPECTFULLY SUBMITTED BY: Larry Weaver, President

ACCEPTANCE

YOU ARE HEREBY AUTHORIZED TO FURNISH ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE WORK MENTIONED IN THE ABOVE PROPOSAL, FOR WHICH: Muskegon Central Fire Department AGREE TO PAY THE AMOUNT MENTIONED IN SAID PROPOSAL, AND ACCORDING TO THE TERMS THEREOF:
ACCEPTED: DATE:

2-2

Free Spirit FS Construction Inc

2200 Roberts Street • Muskegon, Michigan 49444 • (231) 739-2124 • Fax (231) 773-7855

Muskegon Central Fire Department
770 Terrace Street
Muskegon, MI 49440

July 9, 2015

Dear Mr. Dake, WE PROPOSE TO FURNISH ALL MATERIALS AND PERFORM ALL LABOR NECESSARY TO COMPLETE THE FOLLOWING: Install a new metal roof system on upper main section only of building at the above address. To be completed in the following manner:

1. Completely remove the existing surface down to the deck and haul away. Site to be left clean.
2. Repair all damaged decking with fire rated plywood at an added cost of $3.00 per square foot.
3. Secure any loose plywood with screws as needed.
4. Install new Firestone high temperature Ice and Water Shield underlayment onto the entire prepared surface
5. Install new 24 Ga prefinished UC14 Firestone Una Clad standing seam metal roof system with factory applied sealant and all related trims.

The above work will have a 35 year paint finish warranty five (5) year labor warranty.

ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMAN LIKE MANNER ACCORDING TO STANDARD PRACTICES FOR THE SUM OF: **Eighty Five Thousand and 00/100 ($85,000.00)**

Option: Install new metal roof system on stairway and lower shingle roofs for an additional cost of $21,000.00.

AS THE WORK PROGRESSES TO THE VALUE OF: 100% OF ALL WORK COMPLETED. THE ENTIRE AMOUNT OF CONTRACT TO BE PAID WITHIN: 50% Down 50% Upon Completion.

RESPECTFULLY SUBMITTED BY: Larry Weaver, President

ACCEPTANCE

YOU ARE HEREBY AUTHORIZED TO FURNISH ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE WORK MENTIONED IN THE ABOVE PROPOSAL, FOR WHICH: Muskegon Central Fire Department AGREE TO PAY THE AMOUNT MENTIONED IN SAID PROPOSAL, AND ACCORDING TO THE TERMS THEREOF:

ACCEPTED: DATE:

1-1

Estimate

SCHMIDT
ROOFING & CONSTRUCTION

Date	Estimate #
6/15/2015	4603

Name / Address	Job Address
Muskegon Fire Department Kevin Dake 770 Terrace Muskegon, MI 49440	Muskegon Fire Department Kevin Dake 770 Terrace Muskegon, MI 49442

P.O. Number	Credit cards are charged 2%-3% each use.	Phone Number
	1/2 down, balance on completion	740-3416

Description	Total
Tear off all layers of roofing down to wood deck and haul away debris. Install grace ice shield 9ft up on all eaves of roof followed by a synthetic felt followed by an IKO laminated shingles. All edges of roof to receive new drip edge. All peaks to receive shingles over ridge vent. All walls to receive aluminum step flashing and cut counter flashing into wall. All valleys to receive an 18" strip of aluminum followed by grace ice shield, 30lb rolled roofing, and weaved shingles. All pipes to receive new flashing boots. Install 4 new pop vents.	24,938.00
Lifetime Manufacture's Warranty on shingles 15 Year Iron Clad 3 Year Workmanship	
If you want to go with a 26 gauge standing seam steel roof price is $52,132.00	

$24,938.00

Authorized Signature:
Ricky A Hines

Acceptance of Proposal

Date of acceptance:

Signature:

Signature:

1-7

PROPOSAL AND CONTRACT

Mel Stein
Lou Stein
896-8161
Fax 896-9943
www.modernroofinginc.com

4741 – 24th St. – Dorr, Michigan 49323

To: Muskegon Fire Department
770 Terrace St.
Muskegon MI, 49440

Date: 8/18/2015
Job: Commercial

Scope: Furnish all necessary materials, labor, equipment and proper supervision to complete the following:
ALL WORK BELOW FOR MAIN SECTIONS OF ROOF ONLY

1. Remove existing shingles down to roof deck.
2. Remove & reinstall new drip edge along eaves & rake edges.
3. To replace rotted/damaged wood add $82.00 per 4 x 8 piece of fire treated decking or $2.00 per lineal foot of 1 x lumber.
4. Re-fasten existing roof deck as needed.
5. Apply Certainteed Ice & water shield on bottom 6 feet of eaves under shingles.
6. Apply Certainteed Ice & water shield in valley areas.
7. Apply Certainteed Ice & water shield to entire low slope area of roof.
8. Cover decks with 30# felts.
9. Install Certainteed Laminated Landmark shingles to roof deck.
10. Install new soil pipe flashings.
11. Install all new damper vents.
12. Install new surface mount counter flashing at wall. (counter flashing to receive continuous bead of caulk across top edge.)
13. Install Shingievent II Ridgevent on ridges.
14. All valleys are closed one cut.
15. All valley shingles to be laid in plastic cement.
16. All roof protrusions to have plastic cement under shingles.
17. Clean up and remove all roof debris from premises when completely finished. *When removing existing shingles, all tear off material stays on the roof until it is carried to our trailers. We allow very few scraps to land on the ground*

****NOTE** To install hip master venting on all upper main roof hips add $1,739.00 to contract price.**
****NOTE** To install smart vent along eave above flat roof add $251.00 to contract price.**
****NOTE** To replace tower roof add $3,233.00 to contract price.**
****NOTE** To replace front entry roof add $1,826.00 to contract price.**
****NOTE** To replace side entry roof add $2,027.00 to contract price.**

*Owner should cover any valuables in attic space.

Warranty: Material 40 years from Manufacturer
Labor 5 years from Modern Roofing, Inc.

Contract Price: $23,983.00

Terms: Paid in full upon completion.

THIS PROPOSAL SUBJECT TO THE FOLLOWING CONDITIONS

The price named above is for 30 days only. We will not be responsible for damage done by employees other than our own. We guarantee our work to be done in A-1 workmanlike manner. If, for any reason, our work is not accepted, notice of defects must be given at once so we can remedy the same. All agreements are contingent upon strikes, delays of transportation companies, or other unavoidable conditions beyond our control.

PLEASE SIGN AND RETURN ONE COPY AS ACCEPTANCE OF THIS CONTRACT.

ACCEPTED:

Modern Roofing, Inc.

2.7

(Sign here):_____

Print:_____

Date:_____

By: DLS

Print: Dave Stein

Date: 8/18/2015

3-7

MODEROO-01 CMULDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0019304-1 Hub International Midwest East 626 Kenmoor Ave SE Suite 200 Grand Rapids, MI 49546	CONTACT NAME: PHONE (A/C, No, Ext): (616) 233-4111 FAX (A/C, No): (616) 233-4110 E-MAIL ADDRESS:
INSURED Modern Roofing, Inc, CALM Properties Inc LM Leasing 4741 - 24th Avenue Dorr, MI 49323	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: National Fire Insurance of Hartford — 20478 INSURER B: Continental Casualty Company — 20443 INSURER C: American Casualty Co of Reading PA — 20427 INSURER D: Transportation Insurance Company — 20494 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			5092134771	05/01/2015	05/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			5092134768	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			8011439763	05/01/2015	05/01/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			5092134785	05/01/2015	05/01/2016	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Leased/Rented			5082998326	05/01/2015	05/01/2016	per item	125,000
D	Stored Materials			5082998326	05/01/2015	05/01/2016	Deductible $1,000	160,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Any person or organization when required by written contract are recognized as additional insured with respects to the auto liability and general liability including completed operations on a primary non-contributory basis as required by written contract. Blanket waiver of subrogation is included.

CERTIFICATE HOLDER

Modern Roofing, Inc.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

COMMISSION MEETING DATE: November 10, 2015

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. 236 Washington St. (garage only)

SUMMARY OF REQUEST: This dangerous building case EN2156683, at 236 Washington St., was tabled at the October 13, 2015 City Commission meeting so the owner may obtain the necessary permits to repair the garage at that location. The Commission ordered the structure was to be completely repaired on/before the City Commission meeting of 11/10/2015. A permit was obtained October 29, 2015, as of this date the repair work has not been completed as agreed upon.

This structure in question is located on Washington between 6th and 5th and is owned by Catalina Ortiz.

State Equalized value: $ 19,200 (all structures).
Estimated cost to repair: $ 5,000 (garage only)

Financial Impact: MSHDA Land Bank Grant

Budget action required: None

Staff Recommendation:

To concur with the Housing Board of Appeals decision to demolish, and that it be demolished within thirty (30) days or infraction tickets may be issued.

Notification procedures:

1) Title search is performed so all interested parties are notified.
2) All notifications are posted on the structure. The Ms. Ortiz's son resides in the home.
3) All notifications are mailed by certified mail with a return card for signature. Some cards came back signed others were returned unclaimed.

Owner Contact: After the Housing Board of Appeals declared the garage as a dangerous building; Ms. Ortiz's son came in after the HBA's determination was posted and had said he was given more time, but could not remember by whom. **Additional correspondence is highlighted in yellow.**

Timeline for dangerous building:

- ❖ 7/24/15 – Notice & Order - Posted/Mailed.
  - 7/27/15-Owner called (SAFEbuilt) & agreed to give a letter explaining when they would have the garage fixed. He did not want the garage inspected. Per KB's note. No letter was found.
  - 8/20/15 – A letter was sent by SAFEbuilt for working without a permit.
- ❖ 8/21/15 – HBA meeting notification – Posted/Mailed.
  - 8/25/15 – Note under work without a permit – Owner called SAFEbuilt & said they are not working on it; but they are trying to get money to fix it.
  - 9/3/15 – HBA meeting held. No one representing this property attended the meeting.
- ❖ 9/11/15 – HBA Determination – Posted/Mailed.
- ❖ 9/25/15 – CC meeting notification – Posted/Mailed.
- ❖ 10/13/15 – Owner's son was in attendance at the City Commission meeting and had asked for more time. The City Commission tabled this to 11/10/15 meeting. After the meeting staff met with the son and explained that he would need to contact SAFEbuilt that week to get the permitting started so the work could be completed.
- ❖ 10/28/15-Permit was applied for and on 10/29/15 the permit was issued with requirements.

CITY OF MUSKEGON - CODE COMPLIANCE DEPARTMENT
933 TERRACE ST STE 202, MUSKEGON, MI 49440
(231) 724-6702 (Office) (231) 724-6790 (Fax)

DANGEROUS BUILDING REPORT - 236 WASHINGTON AVE (garage only)

Inspection noted (pictures of the garage only):

BASED UPON A RECENT INSPECTION OF THE ABOVE PROPERTY, IT HAS BEEN DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 10-61 OF THE MUSKEGON CITY CODE.

PLAN REVIEW APPROVAL

DATE: October 29, 2015

TO:
236 WASHINGTON AVE
MUSKEGON, MI 49441

PERMIT INFORMATION

PERMIT NUMBER:	PB150964
PERMIT FEE:	$80.75
PROPERTY OWNER:	ORTIZ CATALINA
SITE ADDRESS:	236 WASHINGTON AVE
PROJECT DESCRIPTION:	REPAIR GARAGE PER DB

The design documents submitted for this project have been reviewed for compliance with the State and locally adopted codes and amendments. The **plan has been APPROVED, if any, please note comments below.**

BUILDING CONTACT: **RON JOHNSTON** **231-724-6767**

- Must conform to 2012 MBC (Commercial)
- Must conform to 2009 MRC (Residential)
- YELLOW CARD MUST BE POSTED TO BE SEEN FROM STREET BEFORE WORK STARTS
- CALL FOR REQUIRED INSPECTIONS
- RAFTERS CANNOT SIT ON EXISTING LEDGER BOARD
- NEED FRAMING INSPECTION BEFORE ITS COVERED UP

Commission Meeting Date: November 10, 2015

Date: November 3, 2015

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Transmittal of 6/30/15 *Comprehensive Annual Financial Report*

SUMMARY OF REQUEST: The City's *June 30, 2015 Comprehensive Annual Financial Report* (CAFR) has been distributed to City Commissioners via email and hard copy. The CAFR is also available on the City's website at www.shorelinecity.com. The CAFR includes the annual independent auditor's report as required by state law. At this time the CAFR is being formally transmitted to the City Commission. The CAFR has been prepared in accordance with all current Governmental Accounting Standards Board (GASB) pronouncements and also includes the single-audit of federal grants received by the City.

FINANCIAL IMPACT: The CAFR report summarizes the City's financial activities for the year and includes the independent auditor's unmodified opinion on the City's financial statements.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Acceptance of the June 30, 2015 CAFR and authorization for staff to transmit the CAFR to appropriate federal, state and private agencies.

COMMITTEE RECOMMENDATION: None.

Commission Meeting Date: November 10, 2015

Date: November 3, 2015

To: Honorable Mayor and City Commissioners

From: City Manager and Finance Director

RE: Operations Management Contract and Liquor License Management Agreement – L.C. Walker Arena

---

SUMMARY OF REQUEST: On September 8, 2015, the City Commission authorized City staff to negotiate a contract with Tim Taylor (TWO T'S LLC) to manage the L.C. Walker Arena and Conference Center. The key terms are as follows:

- TWO T'S LLC, as an independent contractor, to oversee all operational aspects of the L.C. Walker Arena as the manager on behalf of the City;
- Operations Management Contract effective for a period of three years to terminate on September 1, 2018;
- Management Agreement – Liquor License coincides with the term of the Arena Management Agreement.

FINANCIAL IMPACT: Annual fixed fee of $75,000 to be paid in equal payments of $6,250 per month.

BUDGET ACTION REQUIRED: Current year budget will be adjusted to reflect this change.

STAFF RECOMMENDATION: To approve the attached Operations Management Contract and Management Agreement.

CITY OF MUSKEGON
OPERATIONS MANAGEMENT CONTRACT
L.C. WALKER ARENA AND CONFERENCE CENTER

This is a Contract, effective _____, 2015, for the operation, management and promotion of the L.C. Walker Arena and Conference Center ("Arena"), made between the **City of Muskegon**, 933 Terrace Street, Muskegon, Michigan 49440 ("City") and **TWO T'S LLC**, 1982 Forest Park Road Muskegon, Michigan 49441 ("TWO T'S").

PURPOSE

This Contract is drawn to afford the management, promotion and maintenance of the Arena by TWO T'S, in accordance and compliance with the requirements of the City, as well as the Muskegon County Building Authority and the County of Muskegon, who are the owner and primary lessee, respectively, of the Arena.

BACKGROUND

The Muskegon County Building Authority ("CBA") is the owner of the Arena, and leases the premises to the County of Muskegon ("County"). The County subleases the Arena to the City, by which the City is responsible for the operation, maintenance, and improvements for the Arena.

Therefore, the parties agree as follows:

1. **Facilities Covered.** City and TWO T'S agree that the "Facilities" covered by this Contract are as follows:

   1.1 The L.C. Walker Arena and Conference Center; and

   1.2 The City owned parking facilities adjacent to Shoreline Drive the City owned parking facility adjacent to Western Avenue.

2. **Management; Operation; Maintenance; Improvements.** TWO T'S agrees to perform all acts for the management, operation, maintenance and improvements of the Arena, excluding those assumed by WC Hockey LLC pursuant to its sub-lease with City. TWO T's responsibilities include but are not limited to all operation of the building and its systems, complete maintenance thereof, repairs, cleaning and improvements to the building and the premises necessary for the efficient, timely and full operation thereof. TWO T'S is responsible for the use of the facilities for all events and functions, including but not limited to, public skating, shows, trade shows, exhibitions, conventions, athletic events, public performances for which the Arena is reasonably suited, banquets, food service, meetings and public gatherings. The essential functions are more fully described in attached Exhibit D.

City shall reimburse TWO T'S on a timely basis any and all reasonable and necessary costs which are necessary or related to the complete performance of its responsibilities as the Arena.

3. **Annex Conference Center.** The Annex Conference Center shall not be included in the above management, operation, maintenance, and improvement responsibilities of the Taylor.

4. **Level of Performance.**

4.1 TWO T'S performance and assumption of the responsibilities undertaken by this Contract shall be carried out and performed to the mutual satisfaction of the City and TWO T'S. TWO T'S shall ensure that all tenants charge reasonable prices and fees for all paid events and from all paid users, concessionaries and others, which shall be reviewed and subject to comment by the City. The City and TWO T'S shall not perform or omit any act so as to jeopardize the Federal or State tax-exempt status of the Muskegon County Building Authority Bonds.

4.2 TWO T'S commits to use its best efforts to maintain a USHL junior hockey franchise, or equivalent or better hockey team at the Arena. City acknowledges and agrees that it has separately entered into an agreement with WC Hockey, LLC prior to the date of this Agreement which governs the relationship of the current USHL junior hockey team with the City and that said relationship is beyond the control of TWO T'S.

5. **Management Fee.**

5.1 For its services, Taylor shall be paid an annual fixed fee of $75,000 in twelve equal payments of $6,250 per month for the term of this Contract, with such installments being paid on the last Friday of every month.

5.2 TWO T'S shall be entitled to an annual bonus from the City. The annual bonus shall be determined as follows:

5.2.1 If the Arena's net profits exceeds $50,000, the City shall pay 5% of the net profits;
5.2.2 If the Arena's net profits exceed $175,000, the City shall pay 7.5% of the net profits;
5.2.3 If the Arena's net profits exceed $275,000, the City shall pay 10% of the net profits; and
5.2.4 If the Arena's net profits exceed $500,000, the City shall pay 12.5% of the net profits.

Revenues and expenses for determining "net profit" shall be based upon the period September 1 through August 31. "Net profit" shall include all monies paid to the City for the L.C. Walker Arena and Conference Center, including any monies for naming rights and cash donations or grants from profit or non-profit institutions, less all expenses incurred by the City for the L.C. Walker Arena and Conference Center, including any subsidy paid to WH Hockey LLC or its successor. The fair market value of non-cash contributions shall be included in "revenues" to the extent the gift is the result of the effort of TWO T'S.

6. **Sources of Funds; Gross Revenues.** All funds collected by TWO T'S in connection with its operation of the Arena from every source, including but not limited to, ticket sales (after box office account settlement with unrelated third parties), concession or event rentals or fees, parking fees, refunds, the current ticket surcharge, any fee for naming rights, and any other kind of receipt or revenue of any type, but excluding user fees assessed by any other governmental entity, shall be remitted to the City.

7. **Conformity with Lease and Sublease.** Exhibits A and B are the lease between the CBA and the County and the sublease between the County and the City respectively. TWO T'S agrees that it is subject to and will comply with and enforce the provisions of both Contracts.

8 **Possession; Termination.** The parties agree that possession during the term of this management Contract remains with the City. TWO T'S shall act as an agent of the City, and its presence and possession in the Arena is carried entirely on behalf of the City. This Contract shall not be construed as a lease nor to give TWO T'S any property right whatsoever in the Arena for any purpose. In the event of lawful termination either before the term of this Contract or at the end thereof, TWO T'S shall vacate the premises without any notice or necessity of judicial proceedings.

9. **Property; Termination.**

Notwithstanding anything in this Agreement to the contrary, in order to maintain the tax-exempt status of the $16,000,000 Muskegon County Building Authority 1996 Building Authority Bonds (General Obligation Unlimited Tax) issued June 19, 1996 (the "Bonds"), this Agreement shall terminate immediately in any of the following circumstances:

(a) the L.C. Walker Arena (including for this purpose appurtenant lands and all improvements thereto, referred to collectively herein as the "Arena") is transferred to the County pursuant to Sections 3(f) or 17 of the Sublease dated April 23, 1996 (the "Sublease") between the County of Muskegon ("County") and the City of Muskegon (the "City"), or is otherwise transferred to the County for any other reason (including, but not limited to, the transfer to the County at the termination of the Sublease under Section 3 of the Sublease), or

(b) any consideration is paid or value rendered to the County by any party (including the City) with respect to the Arena for any reason, such as for the use of or purchase of all

or any portion of the Arena, management services rendered with respect to any portion of or all of the Arena, naming rights procured with respect to any portion of or all of the Arena, or any other right with respect to any portion of the Arena for which consideration is paid or valued rendered to the County, except for payments made to the County for property taxes or any other taxes of general application, unless a written opinion of nationally recognized bond counsel is delivered to the County to the effect that notwithstanding the occurrence of any of the circumstances described in (a) or (b) above, failure to terminate this Agreement will not adversely impact the exclusion from federal income taxation of the interest on the Bonds to the holders thereof. Such opinion shall be in form and substance reasonably satisfactory to the County, and may (i) permit a limitation (rather than termination) of the original term of this Agreement, or (ii) mandate other conditions as required by nationally recognized bond counsel to render such opinion. The City agrees to notify the TWO T's within thirty days of the date any of the circumstances in (a) or (b) arise; failure to provide such notice does not constitute a waiver; however, TWO T'S shall not be responsible for any damages or consequences arising from the City's failure to provide such notification.

10. **Condition of the Premises and Property.** On termination, TWO T'S shall deliver all the property and the premises to the City in good and useable condition, except for the effects of ordinary wear and tear. TWO T'S shall be immediately responsible for any repairs necessary to restore any property, whether real or personal, fixtures or otherwise, to the said condition.

11. **Term.** The term of this Contract shall commence on the effective date and shall terminate on September 1, 2018, with or without notice. Notwithstanding the foregoing, this Contract may be terminated, at the City's option, if the USHL junior hockey franchise is moved from the Arena, unless an equivalent or better hockey franchise is moved into the Arena. After September 1, 2016, City may terminate this Contract upon 180 days written notice. As more fully set forth above, the City acknowledges and agrees that the relationship of the current USHL junior hockey team with the City is beyond the control of TWO T'S, and therefore TWO T'S shall have a period of 180 days to locate an equivalent or better hockey franchise to move into the Arena prior to this Agreement being terminated.

12. **Liquor License.** City and TWO T'S intend to enter into a Management Agreement in the form attached hereto as **Exhibit E** concerning the activities of TWO T's under the City's liquor license issued by the Michigan Liquor Control Commission.

The parties shall cooperate and take such further action as is necessary and desirable to comply with any requirements of the Liquor Control Commission. TWO T'S shall be responsible for all actions and responsibilities under the liquor license and shall be responsible for all expenses, fees, fines, or costs related to the liquor license.

13. **Concessionaires and Independent Contractors; Professional Hockey Team.** TWO T'S shall have the right to enter into contracts with concessionaires and independent contractors providing subsidiary services to the Arena. The gross proceeds of all such contracts shall be the City's.

14. **Insurance.** TWO T'S shall obtain insurances required by the City in at least the coverage amounts set forth below. In all the following coverages except workers compensation insurance, the City, the Muskegon County Building Authority and the County of Muskegon shall all be named as additional insureds or loss payees, and each policy shall carry the commitment by the company that no cancellation shall be effective against the City, the CBA or the County, without thirty (30) days written notice to the City:

14.1 Comprehensive general liability insurance. TWO T'S shall obtain a comprehensive liability insurance policy through a company licensed to do business in Michigan and acceptable to the City, carrying limits of at least $500,000, single limit.

14.2 Vehicle liability insurance. In the event any vehicles are owned by TWO T'S, TWO T'S shall carry vehicle liability insurance for each vehicle owned or leased by it, having liability limits of at least $500,000.

14.3 Workers compensation insurance. In the event that TWO T'S has any employees, TWO T'S shall carry workers compensation insurance in the amounts required by state law.

15. **Insurance Notices.** Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that, in order to be effective, thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

City of Muskegon
Attn: City Manager
933 Terrace Street
Muskegon, MI 49440

16. **Assignment.** TWO T'S may not assign this Contract. Any attempted assignment shall constitute a violation of this Contract and cause immediate termination in the City's discretion.

17. **General Provisions.**

17.1 Corporate Status. TWO T'S warrants that it is a limited liability company in good standing and is authorized to perform this Contract.

17.2 Equal Employment Opportunity; Discrimination. TWO T'S shall not discriminate unlawfully against any person in violation of any law or rule of the City, the County, the State of Michigan or the federal government, in employment, services or any other respect. TWO T'S shall comply, including reporting requirements, in each and every way with the City's

and County's affirmative action plans or policies, and shall never discriminate against any person based on race or any other protected status under the laws of the State or the United States.

17.3 Access. The City shall have reasonable access to the facility at all times to monitor compliance with this agreement.

18. **Defaults.** The following events shall constitute defaults by TWO T'S and constitute cause for immediate termination of this Contract:

18.1 Violation of any of the provisions of this Contract by TWO T'S and failure to remedy or cure such within thirty (30) days after written notice of such violation from the City;

18.2 The commission of any act or omission that endangers the Federal or State tax-exempt status of the Muskegon County Building Authority Bonds;

18.3 The making of an assignment for the benefit of creditors or the filing of a petition under any section or chapter of the Federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof;

18.4 Adjudication of TWO T'S as a bankrupt or insolvent in proceedings filed against TWO T'S under any section or chapter of the Federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof without further possibility of appeal or review;

18.5 The appointment of a receiver for all or substantially all of the assets of TWO T'S and the failure to have such receiver discharged within thirty (30) days after appointment; and

18.6 The bringing of any legal action against TWO T'S by any creditor resulting in litigation which, in the opinion of the City, creates a real and substantial risk of involvement of the Arena that will probably: (1) act to their financial detriment; or, (2) result in such creditor, or his assigns, succeeding in or to all or part of the interest of the City.

19. **Non-Waiver.** Failure to enforce any remedy for a breach or a violation of this Contract shall not constitute waiver of subsequent breaches or violations.

20. **Remedies of TWO T'S.** In the event the City breaches this Contract in any way, or the TWO T'S determines that a breach or failure to observe any covenant or condition by the City has occurred, the sole remedy shall be termination of this Contract, except as expressly set forth in this paragraph. TWO T'S shall not be entitled to any damages for breach of contract, or to any injunctive relief to enforce this Contract. In the event there are sums legally due to TWO T'S at the time of such termination or which may become due following such termination for expenses incurred of behalf of the City prior to such termination, the monies shall be paid

forthwith, but no consequential damage or damages for breach shall be awarded or available to TWO T'S.

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

22. **Governing Law.** This Contract shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan.

23. **No Third Party Beneficiary.** This Contract shall benefit only the parties to this Contract, and not any third party.

24. **Notices.** All notices, approvals, consents and other communications required under this Contract shall be in writing and, except when receipt is required to start the running of a period of time, shall be deemed given: (i) when delivered in person; (ii) when sent by telephone facsimile or e-mail, (the sender shall also mail or send a "hard copy" following the facsimile or e-mail, however the notice shall be effective upon the transmission of the facsimile or e-mail); (iii) one (1) day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or, (iv) two (2) days after posting in the United States Mail, first class. Notices shall be sent to the parties as follows:

TWO T'S LLC
Attn: Tim Taylor
1982 Forest Park Road
Muskegon, MI 49441

CITY OF MUSKEGON
Attn: City Manager
933 Terrace Street
Muskegon, MI 49440

25. **Binding and Benefit.** Although this Operations Management Contract is not assignable, in the event assignment occurs, and at the option of the City, it shall be binding upon the parties, their successors, and assigns.

TWO T'S LLC

By: _____
Name: Tim Taylor
Title: Member
Dated: OCTOBER 21, 2015

CITY –
City of Muskegon

By: _____
Name: Stephen J. Gawron
Title: Mayor
Dated: _____, 2015

And

By: _____
Name: Ann Marie Meisch
Title: Clerk
Dated: _____, 2015

EXHIBIT A

LEASE BETWEEN MUSKEGON COUNTY BUILDING AUTHORITY
AND THE COUNTY OF MUSKEGON

EXHIBIT B

SUBLEASE BETWEEN THE COUNTY OF MUSKEGON
AND THE CITY OF MUSKEGON

EXHIBIT E

MANAGEMENT AGREEMENT FOR LIQUOR LICENSE

MANAGEMENT AGREEMENT – LIQUOR LICENSE

This Management Agreement (the "Agreement") is entered into by and between Two T's, LLC, a Michigan limited liability company, whose address is 1982 Forest Park Road, Muskegon, Michigan 49441 (the "Manager") and the City of Muskegon, whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "Owner"), with reference to the following facts:

A. Owner operates the L.C. Walker Arena located at 955 Fourth Street, Muskegon, Michigan 49440 (the "Arena"), and Owner owns certain assets used in connection with the operation of the Arena, including, a Class C liquor license (No. 1962-2015) along with permits for Sunday Sales, Dance/Entertainment, Additional Bar, Specific Purpose (Food) and OD-Serve issued by the Michigan Liquor Control Commission ("MLCC") (hereinafter collectively the "Liquor License and Permits") issued by the MLCC;

B. Owner desires to hire a manager to oversee the operation and business activities of the Arena;

C. Owner and Manager have entered into a written agreement specifying the duties and obligations of the Manager in the lawful operation of the Arena, of which this is **Exhibit E** (the "Arena Management Agreement");

D. Owner and Manager desire to enter into this Agreement to set forth Manager's specific duties and obligations under the Liquor License and Permits; and

E. Owner and Manager acknowledge the requirement to strictly comply with the Michigan Liquor Control Code of 1988 (MCL 436.1101 *et seq.*) and all rules and regulations promulgated thereunder (hereinafter collectively the "Code").

NOW, THEREFORE, Owner and Manager hereby agree as follows:

1. Recitals. Owner and Manager agree that the recitals set forth in paragraphs A through E above are hereby incorporated into this Agreement. The parties further agree that this Agreement is intended to supplement the Arena Management Agreement, and that, as it relates to the Liquor License and Permits, in the event of any conflict between this Agreement and the Arena Management, this Agreement shall control.

2. Term. The term of this Agreement shall coincide with the term of the Arena Management Agreement.

3. Management Services.

a. Appointment. Owner hereby appoints Manager, and Manager hereby accepts such appointment, as the manager of the Arena, pursuant to the terms and conditions set forth in this Agreement and the Arena Management Agreement. Manager shall have the right to hire and fire any personnel necessary to operate the sale of alcoholic beverages in a professional manner.

b. Purchase of Inventory. Excluding WC Hockey LLC and its rights to purchase inventory and sell alcoholic beverages as a co-licensee, Manager shall have complete discretion regarding the purchase of all inventory, alcoholic beverages, supplies, equipment and all other items (collectively the "Inventory") necessary for the sale of alcoholic beverages at the Arena. Manager shall ensure that purchases of alcoholic beverages comply with Michigan law, on behalf of Owner, out of the Management Account of the Arena.

c. Conduct of the Business. Manager shall comply with all applicable laws, rules, regulations and ordinances of any governmental authorities, whether federal, state or local, in the operation of the Arena, including, without limitation, the Code and the regulations issued thereunder.

d. Receipts and Records. Manager shall collect all gross receipts from the operation of the Arena and account for them to Owner. Manager shall maintain separate records, in accordance with Generally Accepted Accounting Principles, showing the gross receipts collected and the expenses paid from the Management Account during the term of this Agreement.

4. Compensation. Manager's compensation for performing services under this Agreement is more fully set forth in the Arena Management Agreement.

5. Management Account. Owner shall establish a separate checking account (the "Management Account") for all monies received as gross operating income from the sale of alcoholic beverages. Manager shall deposit into the Management Account all receipts from the sale of alcoholic beverages. All costs and expenses incurred in connection with the Liquor License and Permits, including the purchase of alcoholic inventory, shall be drawn on the Management Account. The balance of any funds in the Management Account shall be Owner's. Manager shall be an authorized signer on the Management Account and shall be authorized to write checks on the Management Account for purposes of ordering and maintaining Inventory. Manager shall also pay from the Management Account, all sales, use, excise and other taxes as provided in Paragraph 10 below. This paragraph shall not be construed to disclaim Owner's responsibility for liabilities as set forth in Paragraph 8(b) below.

6. Control / Responsibility. Manager shall be responsible for the day-to-day operation of the Arena. However, Owner shall remain responsible for the conduct of the Arena's business and the actions of the Manager as they relate to the management and conduct of the Arena. Such responsibility shall be the same as Owner has for the actions of any other third party. Owner shall not in any way assign or transfer to Manager any of Owner's obligations and duties that are necessary for the retention of "incidents of ownership" and control of the Arena by Owner as required by the MLCC.

7. Insurance. Manager's insurance obligations are more fully set forth in the Arena Management Agreement.

8. Indemnification.

a. Manager. Subject to subparagraph c below, Manager shall indemnify and hold harmless Owner from and against any and all losses, damages, costs, or expenses (including, without limitation, attorney fees, costs, and disbursements) which may be imposed upon, threatened against, or incurred by Owner resulting from: (i) Manager's failure to perform its duties and obligations under this Agreement; or (ii) any failure by Manager, during the period of Manager's operation of Owner's Business pursuant to this Agreement, to comply with the Code.

b. MLCC. Notwithstanding the indemnification set forth above, nor any indemnification which may exist in the Arena Management Agreement, Owner acknowledges its continuing primary responsibility for compliance with the Code.

9. Independent Contractor. Owner and Manager expressly acknowledge that Manager is an independent contractor, shall perform and observe or cause to be performed and observed, all obligations in this Agreement as an independent contractor for all purposes, and shall not make any declaration or take any position to the contrary in connection with any matter. In no event shall Manager be deemed to be or have any duties or authority of an employee or partner of, or joint venture with, Owner.

10. Sales Taxes. All sales made during the term of this Agreement shall be deemed for tax purposes to have been made by and for the account of Owner and not Manager. Accordingly, Owner shall remain liable to all taxing authorities for the payment of all sales and similar taxes attributable to or arising in connection with the conduct of the Arena (if any). Manager shall, on behalf of Owner, disburse from the Management Account all payments of such taxes required to be made during the term of this Agreement.

11. Liquor License and Permits. Owner agrees that it shall, for the term of this Agreement, renew all Liquor Licenses and Permits. Any fees required to be paid to the MLCC for renewal of any license or permit shall be paid from the Management Account.

12. Applicable Law. This Agreement and all questions arising in connection with it shall be governed by and construed in accordance with the laws of the State of Michigan.

13. Modification. This Agreement may not be modified except by a written agreement signed by both Manager and Owner.

[SIGNATURES AFFIXED TO THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates set forth below.

MANAGER:
TWO T'S, LLC

By: Timothy Taylor
Its: Member
Dated: October 21, 2015

OWNER:
CITY OF MUSKEGON

By: Stephen J. Gawron
Its: Mayor
Dated: _____, 2015

And

By: Ann Marie Meisch
Its: Clerk
Dated: _____, 2015

COMMISSION MEETING DATE: November 10, 2015

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN158003

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **329 Washington** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days or infraction tickets may be issued. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

Case# & Project Address: # EN158003 – 329 Washington

Location and ownership: This structure is located on Washington Ave. between 6th and 7th Streets and is owned by Jim Ferretti.

Staff Correspondence: A dangerous building inspection was conducted on 5/27/2015. The Notice and Order to Repair was issued on 8/11/2015. On 10/1/2015 the HBA declared the structure substandard and dangerous.

Financial Impact: MSHDA Grant (pending their approval to proceed) or General Funds

Budget action required: None

State Equalized value: $ 18,300

Estimated cost to repair: $ 22,000 (for the exterior portion only)

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

Notification procedures:

1) Title search is performed so all interested parties are notified.
2) All notifications are posted on the structure.
3) All notifications are mailed by certified mail with a return card for signature.
    - ✓ Mr. Ferretti didn't sign for the certified mail; but he is on the e-alert service and an e-alert went to him at the beginning of this process.
    - ✓ The County Treasurer's certified mailing cards are returned with signatures.

Owner Contact: None

Permits obtained: None.

If you disagree with the decision of the City Commission, you have the right to file a petition for superintending control in the Circuit Court for the County of Muskegon within 21 days after the City Commission concurs.

2015 05 27 15:33

2015 05 27 15:34

2015 05 27 15:34

10 21 2014 11 22

10 21 2014 11:23

10 21 2014 11:23

CITY OF MUSKEGON
CODE COMPLIANCE DEPARTMENT
933 TERRACE ST STE 202, MUSKEGON, MI 49440
(231) 724-6702 (Office) (231) 724-6790 (Fax)

DANGEROUS BUILDING REPORT - 329 WASHINGTON AVE

Exterior Inspection noted:

1) Garage- Cardboard is not an acceptable form of repair or use of exterior type materials. The structure is not maintained in good repair.
2) Roof has some shingles or parts of shingles missing. Roof has shingles that are deteriorated and need replacing. Shingles are coming loose. Shingles are separating from the roof along the edges.
3) Have eave boards that are rotted or missing.
4) Steps have concrete or block walls on the sides that are deteriorated.
5) Porch floor is deteriorated.
6) Window has glazing that is missing or deteriorated.
7) Door threshold is broken, rotted or missing.
8) Exterior trim has peeling paint that needs to be properly scraped and needs to be protected from weather by properly applied water-resistant paint or waterproof finish.
9) Foundation walls have missing mortar or open cracks.
10) Many windows are broken/boarded and not weather tight. Due to the boards not being weather tight; this causes the weather elements to still get in. An interior inspection of the home is needed to determine any damage done to the interior.
11) Doors are boarded and not weather tight.
12) An interior inspection of the Trades is needed; please contact SAFEbuilt at (231) 724-6715 to schedule this within 14 days of the notice if you do not agree with this so an interior inspection may be completed. Owner never contacted SAFEbuilt for a trades inspection.

BASED UPON A RECENT INSPECTION OF THE ABOVE PROPERTY, IT HAS BEEN DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 10-61 OF THE MUSKEGON CITY CODE.