CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 10, 2014

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- □ **CALL TO ORDER:**
- □ **PRAYER:**
- □ **PLEDGE OF ALLEGIANCE:**
- □ **ROLL CALL:**
- □ **HONORS AND AWARDS:**
  - A. **Recognition of Fall 2014 Citizen's Academy Graduates.** PUBLIC SAFETY
- □ **INTRODUCTIONS/PRESENTATION:**
- □ **CITY MANAGER'S REPORT:**
- □ **CONSENT AGENDA:**
  - A. **Approval of Minutes.** CITY CLERK
  - B. **Moratorium on Fees for 2015 Vacant Buildings.** PLANNING & ECONOMIC DEVELOPMENT
  - C. **Approval of the Housing Development Grant Agreement for Target Market Analysis.** COMMUNITY & NEIGHBORHOOD SERVICES
  - D. **MetroPCS First Amendment to the Tower Lease Agreement.** PUBLIC WORKS
  - E. **New Cingular Wireless Fourth Amended Tower Lease Agreement.** PUBLIC WORKS
  - F. **City Legal Services Contract.** CITY MANAGER
  - G. **Amendment to the City Manager's Employment Agreement.** CITY MANAGER
- □ **PUBLIC HEARINGS:**
- □ **COMMUNICATIONS:**
- □ **UNFINISHED BUSINESS:**
- □ **NEW BUSINESS:**

A. **Transmittal of 6/30/14 *Comprehensive Annual Financial Report*.** FINANCE

B. **Commission Election Dates.** CITY CLERK

☐ **ANY OTHER BUSINESS:**

A. **On-Street Parking.**

☐ **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 CUMMINGS, 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.

Date: **November 10, 2014**

To: **Honorable Mayor and City Commissioners**

From: **Director Jeffrey Lewis**

RE: Recognition of Fall 2014 Citizen's Academy Graduates

SUMMARY OF REQUEST:

RESOLUTION
RECOGNITION OF FALL 2014 CITIZEN'S ACADEMY GRADUATES

WHEREAS, the City Commission desires to provide citizens with a better understanding of the functions of law enforcement, dispelling misconceptions and increasing positive communication between citizens and police; and

WHEREAS, it is the desire of the Muskegon City Commission to encourage cooperation between the public and law enforcement to positively impact our communities;

NOW, THEREFORE, BE IT RESOLVED, that the Muskegon City Commission hereby congratulates and recognizes:

Carolyn Archer
Betty Cheeks
Donald Cheeks
Lisa Dodd
Renee Dudek
Jacquelyn Hodges
Tanene Jackson
Dalana Jackson

Patrick Mitchell
Bonnie Orr
Jacob Rose
Thomas Sanocki
Larry Taylor
Michael Workman
Jeffery Wright

for their faithful attendance, completion and graduation from the 10 week Fall 2014 Citizen's Police Academy

Given on behalf of the Muskegon City Commission this 10th day of November, 2014.

____

Stephen J. Gawron, Mayor

STAFF RECOMMENDATION:
Approve - Director Jeffrey Lewis

MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

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Given on behalf of the Muskegon City Commission this 10th day of November, 2014.

Stephen J. Gawron, Mayor

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: November 6, 2014

We have a number of items on the agenda, and I thought you could use a little background on some of them as you prepare for our meeting next week.

1. Under the consent agenda, we are asking the Commission to approve:
    a. Last meeting's minutes.
    b. A moratorium for vacant building fees for certain qualified properties. This is an annual request that is unchanged from previous years.
    c. The target housing market analysis that we have been working for the past 12-18 months with MSHDA. The goal of the housing analysis is to help better understand our housing needs – this tool will help potential developer determine the feasibility of certain types of housing developments in Muskegon.
    d. An amendment to the MetroPCS tower lease
    e. An amendment to the Cingular Wireless tower lease.
    f. An extension to the current contract with Parmenter O'Toole for legal services. The goal of the six month extension is to align the contract with the current prosecution contract and with our fiscal year as we look toward a potential RFP for legal services.
    g. An amendment to the City Manager's contract to eliminate the $3,000 ICMA retirement match, and instead provide that $3,000 as salary for the city manager to invest outside of the ICMA fund.
2. Under Other/New Business we have two topics for discussion but no expected action:
    a. The idea of moving local elections to even years. There seemed to be minimal support for this move. So, instead of bringing this item back for approval, and setting up potential public hearings, we are asking that the commission simply give us direction as to whether or not they want us to pursue the concept further. Staff has withdrawn our recommendation for the change, and instead awaits your direction.
    b. It may be time again to discuss on street parking during the winter months. Last year was a difficult year for snow removal; it was especially hard to clear the streets efficiently with the snow piling up around car consistently parked in the same places during plow times. We have a few options, and we're looking for Commission direction:
        1. Do nothing – make no changes from 2013-14.
        2. Reestablish the no parking during certain overnight hours.

3. Consider an even/odd parking arrangement where people park on the even side of the road on even days and the odd side on odd days.
4. Create a snow emergency ordinance that gives the Mayor authority to forbid on-street parking for snow removal on an emergency basis.

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 10, 2014

To: Honorable Mayor and City Commissioners

From: Ann Marie Cummings, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the October 28th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

OCTOBER 28, 2014

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 28, 2014.

Mayor Gawron opened the meeting with prayer from Vice Mayor Spataro 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 Willie German, Dan Rinsema-Sybenga, Byron Turnquist, Ken Johnson, and Eric Hood, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

2014-82 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the October 13th Commission Worksession Meeting, and the October 14th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Sodium Hypochlorite Storage Tank #2 Repairs. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to enter into an agreement with Tri-Clor Inc. for fiberglass repairs to Sodium Hypochlorite Storage Tank #2.

FINANCIAL IMPACT: $8,750.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends acceptance of bid from Tri-Clor Inc. for $8,750.

C. Amendment to the Zoning Ordinance. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Staff initiated request to amend the zoning ordinance to allow medical marihuana dispensaries in B-2 (Convenience and Comparison Business), B-3 (Central Business), B-4 (General Business), B-5 (Governmental Business), MC (Medical Care), I-1 (Light Industrial) and I-2 (General Industrial) districts.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the zoning ordinance amendment.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their October 16th meeting.

G. <u>Community Relations Committee Recommendation for Reinstatement of the Equal Opportunity Committee.</u> CITY CLERK

SUMMARY OF REQUEST: To concur with the recommendation from the Community Relations Committee regarding the reinstatement of the Equal Opportunity Committee.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: Approve the recommendation of the Community Relations Committee for the reinstatement of the Equal Opportunity Committee.

Motion by Commissioner Johnson, second by Commissioner German to approve the Consent Agenda as read minus Items D, E, and F.

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

Nays: None

MOTION PASSES

2014-83 ITEMS REMOVED FROM THE CONSENT AGENDA:

D. <u>Consulting Services with Michigan Municipal League.</u> AFFIRMATIVE ACTION & RISK MANAGEMENT

SUMMARY OF REQUEST: Approval to utilize the Michigan Municipal League's Consulting Services in the development of comprehensive job descriptions for City staff positions.

The scope of the work included in the packet outlines the process the league will undergo to perform the updates to all the currently budgeted job descriptions. Many of the job descriptions at the City have not been updated since the late 1980's to the mid 1990's. We have recognized difficulties with attempts to recruit employees utilizing outdated industry language, and the updates are needed across the board for all position descriptions. The descriptions will comprise all the necessary elements utilizing ADA compliant language for inclusion in each job description.

The project would begin in January 2015, and would be completed within three months.

FINANCIAL IMPACT: Using an estimate of 55 positions, the total not-to-exceed professional fee would be $13,750. This rate includes two on-site visits to conduct employee orientation sessions and employee interviews. Travel related expenses will be held to a minimum and billed at actual cost, and additional visits will be billed at $750 per visit plus the actual cost of travel.

BUDGET ACTION REQUIRED: Amend the 2014/2015 FY budget to include $15,000 as an expense under Civil Service. This budget item will be reflected in the 1st Quarter Reforecast to the 2014/2015 Fiscal Year Budget.

STAFF RECOMMENDATION: Staff recommends and requests approval to utilize the Michigan Municipal League's Consulting Services in the development of comprehensive position descriptions for City staff, and amend the 2014/2015 FY budget to include the expense under Civil Service, and authorize the Mayor and Clerk to sign the agreement.

Motion by Vice Mayor Spataro, second by Commissioner Rinsema-Sybenga to qpprove to utilize the Michigan Municipal League's Consulting Services in the development of comprehensive position descriptions for City staff, and amend the 2014/2015 FY budget to include the expense under Civil Service, and authorize the Mayor and Clerk to sign the agreement.

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

Nays: None

MOTION PASSES

E. <u>Ground Lease and Option to Purchase for Nims Neighborhood Park Playground.</u> PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: On March 5, 2014, the City Commission approved the "Participation Agreement" with Nims Neighborhood, Muskegon Public Schools and the City of Muskegon for the Nims Neighborhood Park Playground. After several months of planning, fundraising, grant writing and negotiations, Nims Neighborhood and City staff have agreed on the "Ground Lease and Option to Purchase" for the property at the corner of Southern and Davis. The Nims

Neighborhood president has signed the document. The Neighborhood has raised over $25,000 for playground equipment, which is expected to be ordered early next year and installed in the spring of 2015. The Neighborhood continues to fundraise and write grants for additional improvements in the future.

FINANCIAL IMPACT: Minor costs for water service and tap fees.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the "Ground Lease and Option to Purchase" and authorize the Vice-Mayor and City Clerks signatures and to authorize the purchase of the designated property (legal description in the "Lease" agreement) by the City of Muskegon staff from Muskegon Public Schools.

Motion by Vice Mayor Spataro, Second by Commissioner German to approve the "Ground Lease and Option to Purchase" and authorize the Vice-Mayor and City Clerks signatures and to authorize the purchase of the designated property by the City of Muskegon staff from Muskegon Public Schools.

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

Nays: None

Abstain: Johnson

MOTION PASSES

F. <u>Marketing and Image.</u> CITY MANAGER

SUMMARY OF REQUEST: At its annual Goal Setting Meeting, the City Commissioners listed improving the City's image as a top priority. Staff has been working on image-related activities including signage, marketing strategies, and partnering with other agencies on this endeavor. The City currently does not have funds budgeted for Marketing and Image and is requesting that $20,000 be added to the Public Relations budget to fund marketing and image related activities.

FINANCIAL IMPACT: To add $20,000 to the Public Relations Fund.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Hood to recommend approval that $20,000 be added to the Public Relations Fund.

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

Nays: None

MOTION PASSES

2014-84 NEW BUSINESS: Urban farming was discussed. This will be discussed further at the December 8th Worksession Meeting.

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 6:19 p.m.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

Commission Meeting Date: November 10, 2014

Date:	November 3, 2014
To:	Honorable Mayor & City Commission
From:	Planning & Economic Development Department
RE:	Moratorium on fees for 2015 Vacant Buildings

SUMMARY OF REQUEST: Request to approve a moratorium on fees charged to owners of vacant buildings that are entering their seventh year billing cycle in 2015. Eligibility requirements for the moratorium of fees charged are proposed to remain the same as the 2014.

FINANCIAL IMPACT: Exact amount unknown but should be minimal.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of a fee moratorium for vacant building invoices meeting the approved criteria.

COMMITTEE RECOMMENDATION: None

Vacant Building Registration Moratorium on 7th year fees.

A proposed billing moratorium could be initiated for the year of 2015, impacting all structures that are about to enter their seventh vacant building billing cycle. This moratorium would apply only to structures that meet certain criteria to insure that the structure is being properly maintained and the owners are current on all their responsibilities to the various city departments.

The criteria staff feels a vacant building would have to meet to qualify for a moratorium of fee are:

1. All taxes & fees, such as mowing charges, vacant building registration, landlord registrations, business registrations and any other applicable fees, must be fully paid and current.
2. All city supplied utilities for the property must be fully paid.
3. There were no more than 2 environmental letters sent to the address with no work being performed at the address in the vacancy years in question. The City does not have to perform any board up action at the property.
4. The building owner can demonstrate that they have made recent investments in the vacant building during the vacancy period or in the case of a building in good condition, they have continued to provide the necessary financial support for the building to be in usable and move-in condition.
5. The property has been listed during the vacancy period and is still currently listed for sale with a professional realty firm.

Due to the complexities of the overall program, city staff would utilize our current appeal process to administer the moratorium and the owners that feel they qualify would be required to apply for the moratorium after being billed. If the owner felt they could meet the criteria, they would apply with supporting documentation, if they do not meet the criteria we would hope they would not apply for it and consume staff time with the reviews.

Because of the criteria that must be met and the large number of structures that we will be billing, staff would not be able to review all the invoices prior to billing. We simply do not know if all of the structures can meet the criteria and we do not have the staff to make those determinations in advance.

Using the appeal process, staff can make the determination by requiring the owner to provide some of the above listed information and this will cut down on staff time spent. Even so, this will <u>substantially</u> increase the amount of time staff must spend processing paperwork for this program.

Commission Meeting Date: November 10, 2014

Date:	**November 3, 2014**
To:	**Honorable Mayor and City Commission**
From:	**Community and Neighborhood Services Department**
RE:	**Approval of the Housing Development Grant Agreement for Target Market Analysis**

SUMMARY OF REQUEST: The cities of Muskegon, Norton Shores, Muskegon Heights, along with the County of Muskegon, are interested in pursuing a Target Market Analysis Study to forecast our future housing needs; this will enable each city to have a tool for investors and developers and may lead to future investment. The agreement is with MSHDA for a match up to $15,000 for this study..

FINANCIAL IMPACT: None at this time

STAFF RECOMMENDATION: To approve and authorize the Mayor and the City Manager to sign the attached documents for the analysis study.

HOUSING DEVELOPMENT GRANT AGREEMENT
Grant #HDF-283

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
735 East Michigan Avenue, Lansing, Michigan 48912

THIS GRANT AGREEMENT made and entered into as of October 9, 2014, by and between the City of Muskegon, a Michigan local unit of government, whose address is 933 Terrace Street, P.O. Box 536, Muskegon, Michigan 49443 (the "Grantee"), and the Michigan State Housing Development Authority, a public body corporate and politic of the State of Michigan, whose address is 735 East Michigan Avenue, Lansing, Michigan 48912 ("the Authority").

R E C I T A L S:

A. Section 23 of Public Act 346 of 1966, as amended (the "Act"), creates and establishes a housing development fund under the jurisdiction and control of the Authority, and further provides that the Authority may use the monies held in the housing development fund to make grants to local communities, as defined by the Authority in rules promulgated under the Act, or to public or private nonprofit organizations or local governmental agencies organized to provide assistance to persons and families of low or moderate income, in any amounts as the Authority determines, not to exceed the net costs, exclusive of any federal aid or assistance, incurred by the recipient in planning for or implementing housing assistance or community or housing development.

B. The Grantee has represented to the Authority that it fully intends to undertake or continue a program planning for or implementing housing assistance or community or housing development.

C. The Housing Development Fund Grant, HDF-283, in an amount not to exceed Fifteen Thousand and 00/100 Dollars ($15,000) (the "Grant") is for a program more specifically described in Exhibit A attached hereto (the "Program").

D. The Authority, as a public body, is charged with the responsibility of regulating the use of funds advanced by it to assure that such funds are being used for purposes and in a manner that are in accordance with the Act and the Authority's General Rules.

E. The Authority has agreed to make the Grant to the Grantee on the condition that the Grantee agrees to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of and as a condition to receiving the Grant, the Grantee agrees that:

1. The terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in accordance with the Act and the Authority's General Rules, and the Resolutions.

2. All aspects of the Grantee's plan for the use of the Grant are specifically described in the Program attached hereto as Exhibit A, which Program is incorporated herein, and the Grantee will operate the Program as described in Exhibit A.

3. All actions of the Grantee and requirements of the Grantee's Program are subject to the terms of this Agreement, the provisions of the Act and the Rules of the Authority, being R 125.101, et seq.

4. The activities of the Grantee will be subject to the review of and, in the discretion of the Authority, audit by Authority staff to ensure compliance with this Agreement, the Act and the Authority's Rules, and the Grantee will provide any books, records or documents in such form and at such place as the Authority may request.

5. The Grantee agrees to draw down Grant proceeds only when and in such amounts as may be necessary to pay for the activities described in Exhibit A.

6. All requests for the disbursement of Grant proceeds shall be submitted to the Executive Director of the Authority or his designee, shall be made in writing, and shall include the amount of Grant proceeds to be disbursed, a description of the purposes for which the proceeds are to be used, copies of invoices, billings, or such other documentation as may be necessary to demonstrate project costs, and such other information as the Executive Director or his designee may request.

7. If an advance or a portion of the Grant for a specific purpose is not used for that purpose due to conditions that make it impossible to use as provided herein, or if the Grantee decides not to use the money, upon such decision, the sum shall be returned to the Authority immediately.

8. If any of the Grant proceeds are to be used for the construction or rehabilitation of housing, then:

a. prior to disbursement of funds, the Grantee shall prepare and submit to the Authority a detailed budget of the work to be done, including the cost per unit to be constructed or rehabilitated;

b. all housing units constructed or rehabilitated under the Grant will meet all local codes and will be maintained in good repair; and

c. all housing units constructed or rehabilitated under the Grant shall be affordable to persons whose incomes do not exceed 60 percent of the area median income, adjusted for family size for the area in which each unit will be located.

9. Any of Grantee's activities that are assisted by the use of Grant proceeds and the selection of persons for participation in the Program shall not discriminate against any person on the grounds of race, color, creed, religion, height, weight, sex, age (except for a Development specifically designed for elderly occupants), national origin, handicap, or marital or familial status except as provided by law. The Grantee shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments Act of 1988), the Americans with Disabilities Act, the Elliott-Larsen Civil Rights Act, and the Michigan Persons with Disabilities Civil Rights Act.

10. The Grantee assumes responsibility for any and all costs to implement the Grantee's Program exceeding the amount of the Grant.

11. In the event of a violation of any of the provisions of this Agreement, the Authority will notify the Grantee in writing of the violation and the Grantee will have a 30-day period in which to correct the violation. In the event the violation is not corrected to the satisfaction of the Authority within the time prescribed herein, the Authority may:

a. immediately terminate the Grant, without further notice, in a writing signed by the Authority's Executive Director; and

b. pursue any other remedy provided at law or in the Act.

The Grantee hereby agrees that an election by the Authority to pursue any one remedy shall not be construed to preclude or be a waiver of the right to pursue any other remedy available to it.

12. The term of this Agreement shall commence on October 9, 2014 and shall terminate on October 8, 2015, unless extended by the Authority in writing,

13. If any advance or portion of Grant funds used for the specific purpose assented to within this Agreement is not used for that specific purpose, the Grantee will reimburse the Authority for the full amount of the advance (or portion) not used for the specific purpose. Grant proceeds that have not been used for Grant purposes by October 8, 2015 will, within 30 days, be returned to the Authority.

14. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portion hereof.

15. This Agreement may be signed in several counterparts and all so executed shall constitute one agreement, binding on all parties hereto.

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

CITY OF MUSKEGON, A MICHIGAN LOCAL UNIT OF GOVERNMENT

By:______________________________

Frank Peterson
Its: City Manager

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

By:______________________________

Clarence L. Stone, Jr.
Its: Director of Legal Affairs

Exhibit A

Housing Development Fund Grant Agreement, HDF-283

The City of Muskegon, collaboratively with Muskegon Heights, Norton Shores, and the County of Muskegon will utilize Authority funds to initiate a residential Target Market Analysis ("TMA") to identify opportunities for specific housing products and price ranges based on an in-depth assessment of their respective communities and target areas. The analysis will include the type and number of housing units that could be supported, ideal locations for development, specific amenities to include in designs, and absorption rate and period estimates.

Several areas of the county have been identified as potential development markets for housing opportunity investments. The Muskegon region has a strong history of partnerships and collaborations, and the communities are applying jointly to leverage limited resources.

The City of Muskegon would like the analysis to focus on downtown and adjacent neighborhoods, including the Nelson Neighborhood and 3rd Street District as it relates to the MI Neighborhood grant, as well as the neighborhoods and potential redevelopment sites on Muskegon Lake.

The City of Muskegon Heights would leverage a residential target market analysis of the entire city in order to encourage housing opportunities that makes sense toward stabilizing the community, and to support business growth. The City of Muskegon Heights is interested in determining what additional housing types would be recommended, along with other uses that should be encouraged. Of particular interest to the city is determining the desired density for housing in areas of the city.

The County of Muskegon is interested in pursuing a TMA for Muskegon County in general with a deeper look at the following communities: Roosevelt Park, Montague/Whitehall and Fruitport Township. The county would like to determine who is likely to live in those communities and the type of housing that they would purchase or rehabilitate.

The City of Norton Shores is interested in the TMA focusing on the Henry Street/Seminole Road community, bound by Henry Street, W. Norton Avenue, Business US-31, and Seminole Road. It is often considered the location most associated with or recognized as the City of Norton Shores. The site includes or is surrounded by many stable commercial and office amenities within walking distance. However, the site itself also contains a number of large, vacant commercial parcels.

The communities are committed to a substantial amount of advertising of the results from these market analyses. The planning departments in each city and the Board of County Commissioners will work toward proposals to MSHDA and private investors in order to captivate the recommended markets described from this study.

All communities have committed funds to this analysis in the following amounts: Muskegon, $4,500, Muskegon County, $5,500, Muskegon Heights, $2,500, and Norton Shores, $3,500.

	Current Budget	
Activity	MSHDA	OTHER (Non-MSHDA)
Target Market Analysis	$15,000	$16,000
TOTAL	**$15,000**	**$16,000**

Conditions and procedures of the grant:

- The City of Muskegon will consult with MSHDA staff for proper requirements to include in the request for proposals, including the scope of work, prior to posting.
- The City of Muskegon shall seek MSHDA staff review and approval prior to selecting a vendor for use of MSHDA funds, for which MSHDA will match up to 50% of the contract amount, not to exceed the total of this grant.
- Funds will be disbursed upon completion of the TMA.
- No funds will be disbursed for work conducted prior to, or after, the grant term. The Grantee is responsible for drafting the contract in a manner that aligns with the grant agreement's term of work.
- If the analysis determines a market for a particular housing type, a development project must be completed in each community within 3 years of this grant or it shall be repaid. The development project must be aligned with the results of the TMA.
- After the grant agreement is executed, but prior to disbursement of grant funds, MSHDA will require addendums signed by each community acknowledging the conditions of this grant.

The Grantee will provide quarterly progress reports. Reports should include financial status reports and detailed documentation, including invoices, itemized receipts, employee time dedicated to professional service delivery, and other such documentation that the Authority deems necessary to make a reasonable determination for eligible cost reimbursements in accordance with the Authority's Act and Rules governing Housing Development Fund grants. Travel, if necessary to the delivery of programming outlined in the application and grant agreement, shall be reimbursed up to the limits set annually by the Michigan DTMB. MSHDA staff will review the progress reports and will advise the Grantee in a timely manner if any problems arise that may affect the terms of this agreement.

MEMORANDUM OF UNDERSTANDING
RESIDENTIAL TARGET MARKET ANALYSIS

The City of Muskegon (Muskegon), County of Muskegon ("County"), City of Muskegon Heights ("Muskegon Heights") and the City of Norton Shores (Norton Shores) agree to assist each other with developing a residential Target Market Analysis ("TMA") for specified areas in the County of Muskegon.

To assist in the TMA, the Michigan State Housing Development Authority ("MSHDA") has provided a grant to Muskegon, a copy of which is attached as Exhibit 1, for up to one half of the cost of the TMA, but not to exceed $15,000. Muskegon, County, Muskegon Heights, and Norton Shores have committed varying amount of monies, as specified below, toward the TMA.

1. City of Muskegon Obligations. Muskegon shall undertake the following:

1.1 Muskegon has executed the Housing Development Grant Agreement, Grant #HDF-283, which is attached as Exhibit 1, and shall administer the Grant. Muskegon shall retain an individual or entity to perform a residential TMA. The TMA shall identify opportunities for specific housing products and price ranges based upon an in-depth assessment of housing needs in specified areas of Muskegon, Muskegon Heights, Norton Shores, the City of Roosevelt Park, the Montague/Whitehall area, and the Township of Fruitport.

1.2 The focus of the TMA in Muskegon shall be on the downtown and adjacent neighborhoods, including the Nelson Neighborhood and Third Street District as it relates to the MI Neighborhood Grant

1.3 Muskegon shall contribute $4,500 towards the TMA. To the extent that Muskegon asks for any additional work from the individual or entity hired to perform the TMA, such additional work shall be paid for by Muskegon alone.

1.4 Muskegon commits to advertise the results of the TMA relating to Muskegon.

1.5 If the TMA determines a market for a particular housing type, Muskegon commits to complete a development project aligned with the results of the TMA within three years of issuance of the TMA. Failure to satisfy this provision, in the sole discretion of MSHDA, shall result in Muskegon being obligated to pay to MSHDA 0.28125% of the amount of the MSHDA Grant.

2. County of Muskegon Obligations. County shall undertake the following:

2.1 The TMA for the County shall focus on areas in the City of Roosevelt Park, the Montague/Whitehall area, and the Township of Fruitport. The focus shall be on who is likely to live in those communities and the desired type of housing for purchase or rehabilitation.

2.2 County shall contribute $5,500 towards the TMA. To the extent that County asks for any additional work from the individual or entity hired to perform the TMA, such additional work shall be paid for by County alone.

2.3 County commits to advertise the results of the TMA relating to the City of Roosevelt Park, the Montague/Whitehall area and the Township of Fruitport.

2.4 If the TMA determines a market for a particular housing type in the City of Roosevelt Park, in the Montague/Whitehall area and/or in the Township of Fruitport and a development project aligned with the results of the TMA in each of the communities has not been within three years of issuance of the TMA, in the sole discretion of MSHDA, the County shall be obligated to pay to MSHDA 0.34375% of the amount of the MSHDA Grant.

3. City of Muskegon Heights Obligations. Muskegon Heights shall undertake the following:

3.1 The focus of the TMA in Muskegon Heights shall be on the entire City in order to encourage housing opportunities with the goal of stabilizing the community and support economic development. The TMA shall include identifying additional types of housing and desired density.

3.2 Muskegon Heights shall contribute $2,500 towards the TMA. To the extent that Muskegon Heights asks for any additional work from the individual or entity hired to perform the TMA, such additional work shall be paid for by Muskegon Heights alone.

3.3 Muskegon Heights commits to advertise the results of the TMA relating to Muskegon Heights.

3.4 If the TMA determines a market for a particular housing type, Muskegon Heights commits to complete a development project aligned with the results of the TMA within three years of issuance of the TMA. Failure to satisfy this provision, in the sole discretion of MSHDA, shall result in Muskegon Heights being obligated to pay to MSHDA 0.15625% of the amount of the MSHDA Grant.

4. City of Norton Shores Obligations. Norton Shores shall undertake the following:

4.1 The focus of the TMA in Norton Shores shall be on the area bounded by Henry Street, W. Norton Avenue, Business US-31, and Seminole Road.

4.2 Norton Shores shall contribute $3,500 towards the TMA. To the extent that Norton Shores asks for any additional work from the individual or entity hired to perform the TMA, such additional work shall be paid fro by Norton Shores alone.

4.3 Norton Shores commits to advertise the results of the TMA relating to Norton Shores.

4.4 If the TMA determines a market for a particular housing type, Norton Shores commits to complete a development project aligned with the results of the TMA within three years of issuance of the TMA. Failure to satisfy this provision, in the sole discretion of MSHDA, shall result in Norton Shores being obligated to pay to MSHDA 0.21875% of the amount of the MSHDA Grant.

5. Miscellaneous.

5.1 Refund of Monies: If the full $31,000 is not used for the TMA, MSHDA shall be obligated to pay only 50% of the actual cost and shall be refunded any amount MSHDA has paid in excess of the 50%. The balance of any excess monies shall be returned to Muskegon, County, Muskegon Heights and Norton Shores in the same proportion that it was contributed.

5.2 Document Delivery. County, Muskegon Heights and Norton Shores shall provide Muskegon such information and documents that it requests, at no cost to Muskegon, in furtherance of Muskegon's obligations to administer the Housing Development Grant Agreement, Grant #HDF-283.

5.3 Execution of Housing Development Grant Agreement, Grant #HDF-283. After the execution of the Housing Development Grant Agreement, Grant #HDF-283 by Muskegon and MSHGDA and after execution of this Memorandum of Understanding but prior to the disbursement of Grant funds from MSHDA, each signatory to this Memorandum shall execute an acknowledgement of the conditions of the Housing Development Grant Agreement, Grant #HDF-283 and shall pay Muskegon its portion of the local match, as specified above.

5.4 Counterparts. This agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.5 Termination. Either party may terminate this contract on or before December 15 of each year. If not terminated by that date, both parties are obligated to comply with this contract until the following December 15, at which point it may be terminated.

5.6 Entire Agreement/Amendments. This agreement and attached Exhibit 1 sets forth all of the promises, covenants, agreements, conditions, and undertakings between the parties with respect to the subject matter of this agreement and supercedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, relating to this matter, except as contained within this agreement. This agreement may not be changed orally, but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

5.7 Effective Date. This agreement shall be effective immediately upon execution.

CITY OF MUSKEGON

Dated: _____________, 2014

By_________________________________
Stephen J. Gawron, Its Mayor

And________________________________
Ann Marie Cummings, MMC, Its Clerk

COUNTY OF MUSKEGON

Dated: _____________, 2014

By_________________________________
Kenneth Mahoney, Its Chairman

And________________________________
Nancy Waters, Its Clerk

CITY OF MUSKEGON HEIGHTS

Dated: ______________, 2014

By___________________________________
Darrell Paige, Its Mayor

And__________________________________
Sharon Gibbs, Its Clerk

CITY OF NORTON SHORES

Dated: ______________, 2014

By___________________________________
Gary Nelund, Its Mayor

And__________________________________
Lynne Fuller, CMC Its Clerk

Date: **November 11, 2014**

To: **Honorable Mayor and City Commission**

From: **Department of Public Works**

RE: **MetroPCS First Amendment to the Tower Lease Agreement**

SUMMARY OF REQUEST:

Approve the staff negotiated amendment to the contract with MetroPCS for tenant equipment upgrades to Nims Street water tower and authorize the Mayor and Clerk to sign said amendment.

MetroPCS Michigan Inc. a Delaware limited liability company and the Department of Public Works have been in negotiations to amend the 2009 Lease Agreement for the Nims Street water tower.

This First Amendment would allow MetroPCS to change the type of antennas and perform other upgrade to its equipment but will not increase the number of antennas currently installed on the tank.

FINANCIAL IMPACT:

Monthly rental will increase from $1,970.77 per month to $2,045.77 escalating at the rate of 3% annually for the life of the contract.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:
To approve this First Amendment to the 2009 Lease Agreement and to authorize the Mayor and Clerk to sign.

FIRSTAMENDMENT TO THE
COMMUNICATIONS SITE LEASE AGREEMENT

This FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (“Amendment”) is effective this ___ day of _________, 2014, and is intended to modify that certain Communications Site Lease Agreement dated January 16, 2009, (“Lease”) between City of Muskegon, a Michigan Municipal Corporation (“Lessor”) and MetroPCS Michigan, Inc. a Delaware limited liability company (“Lessee”).

WHEREAS, Lessor and Lessee entered into a Lease Agreement (Communications Site License Agreement), dated January 16, 2009, and both desire to amend as follows;

NOWTHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

1. Lessee is currently paying $1970.77 and shall increase its monthly rent to $2045.77. Lessee’s annual rent escalation shall remain at 3%.

2. Within 60 days from project completion, Lessee shall have Dixon Engineering perform a post construction analysis to confirm no damage was done to the tower and equipment installed in accordance to the design by Dixon Engineering.

3. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Lease.

4. In the event of any conflict or inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall govern and control.

5. Except as otherwise provided for in this Amendment, the Lease shall remain in full force and effect in accordance with the original terms of the Lease.

IN WITNESS WHEREOF, this Amendment is effective and entered into as of the date first written above.

Lessor:	Lessee:
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF __________________)
) ss.
COUNTY OF ________________)

I certify that I know or have satisfactory evidence that _____________________ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the ______________________ of __________________________________ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ________________________

____
Notary Public
Print Name ________________________________
My commission expires _________________________

(Use this space for notary stamp/seal)

STATE OF ____________________)
) ss.
COUNTY OF ___________________)

I certify that I know or have satisfactory evidence that _____________________ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the ______________________ of ______________________________ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ________________________

____
Notary Public
Print Name ________________________________
My commission expires _________________________

(Use this space for notary stamp/seal)

Date: November 11, 2014

To: Honorable Mayor and City Commission

From: Department of Public Works

RE: New Cingular Wireless Fourth Amended Tower Lease Agreement

SUMMARY OF REQUEST:

Approve the staff negotiated amendment to the contract with New Cingular Wireless to add three more antennas to the Marshall Street water tower and authorize the Mayor and Clerk to sign said amendment.

New Cingular Wireless PCS, LLC a Delaware Corporation and the Department of Public Works have been in negotiations to amend the Third Amendment to the 1998 Lease Agreement for the Nims Street and Marshall Street water towers.

This Fourth Amendment would allow New Cingular Wireless to install, on Marshall Street water tower only, up to a total of 12 antennas, 3 additional antennas from the current number of 9.

FINANCIAL IMPACT:

Monthly rental will increase from $9,077.54 per month to $9,877.54 escalating at the rate of 3% annually for the life of the contract which ends in 2018.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve of the Fourth Amendment to the 1998 Lease Agreement and to authorize the Mayor and Clerk to sign.

Market: MI / IN
Cell Site Number: GRANMI5602
Cell Cite Name: MUSKEGON MARSHALL WT
Fixed Asset Number: 10124756

Market: MI/IN
Cell Site Number: GRANMI5603
Cell Site Name: MUSKEGON NIMS WT
Fixed Asset Number: 10124755

FOURTH AMENDMENT TO THE SITE LEASE

THIS FOURTH AMENDMENT TO THE SITE LEASE ("Fourth Amendment") is made this ______ day of ____________, 2014, by and between City of Muskegon, a Michigan Municipal Corporation, whose mailing address is 933 Terrace Street, Muskegon, Michigan 49443 ("Owner"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with an address of 12555 Cingular Way, Suite 300, Alpharetta, Georgia 30004, as successor in interest to Dobson Cellular Systems, Inc. ("Tenant").

WITNESSETH:

WHEREAS, Owner and Tenant's predecessor-in-interest entered into that certain Site Lease on October 1, 1998 (the "Site Lease"), whereby Tenant was granted the right to use certain space on the Property of existing Water Tanks commonly known as "Marshall Street Water Tank" and "Nims Street Water Tank", for the construction, operation and maintenance of a telecommunications facility; and where Owner and Tenant entered into that First Amendment To The Site Lease on January 29, 2009 to modify the antenna installation on both Water Tanks (collectively, the "Water Tanks"), and where Owner and Tenant further entered into that Second Amendment To The Site Lease on August 17, 2012 to modify the antenna installation on the Water Tanks, and where Owner and Tenant further entered into that Third Amendment To The Site Lease on September 23, 2014 to modify the antenna installation on the Nims Street Water Tank; and

WHEREAS, Owner and Tenant, desire to modify the equipment at the Marshall Street water tank; and

WHEREAS, Owner and Tenant, in their mutual interest, wish to amend the Site Lease, First, Second and Third Amendments (collectively, the "Agreement") as set forth below accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Owner and Tenant agree and acknowledge that Tenant may install on each Water Tank the equipment described in the attached Exhibit A-1A. Exhibit A-1A hereby replaces Exhibit A-1 to the Site Lease however this amendment shows installation changes on the **Marshall Street water tank only**, as part of the Antenna Facilities.

2. Owner and Tenant agree and acknowledge that the rent shall increase by Eight Hundred and 00/100 ($800.00) per month, effective the first of the month immediately following the start of construction on the Marshall Street water tank. Current rent is $9077.54 per month, and the new rent will be $9,877.54 per month for both Water Tanks. The rent escalation of 3% annually will be in force during the remainder of the current term and for any remaining terms of the Site Lease.

3. Except as provided in this Fourth Amendment, every term, condition and agreement contained in the Agreement will remain in full force and effect. If there is any inconsistency between the terms of the Agreement, the terms of this Fourth Amendment will govern.

IN WITNESS WHEREOF, Owner and Tenant have executed this Fourth Amendment on the day and year first above written.

Owner:	**Tenant:**
City of Muskegon, **A Michigan Municipal Corporation**	**New Cingular Wireless PCS, LLC,** **Delaware limited liability company** **By: AT&T Mobility Corporation** **Its: Manager**
By: ______________________________	**By: __________________________________**
Name: ___________________________	**Name: _______________________________**
Its: Mayor	**Its: Manager**
Date: _________________________	**Date: _________________________**

By: __________________________

Name: ___________________________

Its: City Clerk

Date: _________________________

EXHIBIT "A-1A"

Communications Equipment

GRANMI5602 / MUSKEGON MARSHALL WATER TANK / FA# 10124756:

Antenna Center Line RAD at 144' A.G.L
Three (3) Powerwave 7740 antennas
Three (3) Powerwave 7770 antennas
Six (6) KMW ET-X-US-70-16-70-18-iR-AT antennas

Six (6) TMAs
Nine (9) RRHs
Two (2) FC12 Raycap DC Surge Suppression units (COVP boxes)
Three (3) DC2 Raycap DC Surge Suppression units

One (1) 3/8" RET/Home Run cable (Remote Electric Tilt)
One (1) Fiber trunk
Four (4) DC power Cables
Twelve (12) 1-5/8" coax cables

GRANMI5603 / MUSKEGON NIMS WATER TANK / FA# 10124755:

Antenna Center Line RAD at 147' A.G.L
(3) Powerwave RA21.7770.00 antennas
(3) Powerwave RA11.7740.00 antennas
(6) Commscope SBNHH-1D65C antennas

(6) Powerwave LGP21401 TMAs
(3) Powerwave LGP18601 TMAs
(3) TMA (future)

(12) 1-5/8" coax cables
(1) 3/8" RET/Home Run cable (remote electric tilt)
(1) Fiber trunk
(4) DC power trucks

(6) Alcatel-Lucent RRH (remote radio heads)
(3) RRH (future)

(1) DC6-48-60-18-8F Raycap DC Surge Suppression unit
(1) DC6-48-60-0-8F Raycap DC Surge Suppression unit
(1) Surge Suppression Unit (future)

12'x20' Ground Lease Space

Date: November 10, 2014

To: Honorable Mayor and City Commissioners

From: Franklin Peterson, City Manager

RE: City Legal Services Contract

SUMMARY OF REQUEST: The contract with Parmenter O'Toole expires December 31, 2014. We are requesting approval of a six-month extension so that the legal services contract could correspond with the City's fiscal year.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the six-month extension.

PARMENTER O'TOOLE
Attorneys at Law
601 Terrace Street ▪ P.O. Box 786 ▪ Muskegon, Michigan 49443-0786
Phone 231.722.1621 ▪ Fax 231.722.7866 or 231.728.2206
www.Parmenterlaw.com

October 16, 2014

RECEIVED
OCT 20 2014
MUSKEGON
CITY MANAGER'S OFFICE

Franklin Peterson
City of Muskegon
933 Terrace Street
Muskegon, MI 49443-0536

Re: City Legal Services Contract

Dear Mr. Peterson:

Parmenter O'Toole has had the privilege of representing the City of Muskegon back to the 1950's. It has been my pleasure to work for the City of Muskegon since 1984.

The Firm has and is committed to the City. Our office has always been in downtown Muskegon. When our office at 175 W. Apple Avenue became too small, it was our pleasure to donate the building to Every Women's Place and construct a new office building at 601 Terrace. It was important for the Firm to remain in the City and we committed in excess of $4 million for development and construction of our new office building.

Likewise, the staff and attorneys have and do donate their time and money towards community activities and charities in the City. We are involved in a variety of community organizations which assist the City of Muskegon and its residents.

It is with pleasure that we are sending this letter. As you are aware, our contract for legal services expires December 31, 2014. We have been asked to provide a six month extension so that the legal services contract could correspond with the City's fiscal year. Parmenter O'Toole is pleased to offer a six month extension to the existing contract at $145 per hour for attorney and one-half the attorney's rate for paralegals.

If you would like to discuss this proposal or desire any further information, I would be happy to meet with you.

Very truly yours,

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

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Date: **November 10, 2014**

To: **Honorable Mayor and City Commissioners**

From: **Franklin Peterson, City Manager**

RE: **Amendment to the City Manager's Employment Agreement**

SUMMARY OF REQUEST: This is a request to delete paragraph 3(b) Retirement: Deferred Compensation Proposal of the current employment agreement and amend paragraph 2 Salary to add the current deferred compensation into the current salary.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

CITY OF MUSKEGON - FRANKLIN PETERSON
Amendment effective ________, 2014
Containing Retroactive Provisions
(As approved by the City Commission on __________, 2014)

This is an amendment to the Employment Agreement and Muskegon City Manager Compensation Proposal, between the CITY OF MUSKEGON ("CITY") and FRANKLIN PETERSON ("MANAGER") concerning Franklin Peterson's services as City Manager of the CITY. The Employment Agreement and Muskegon City Manager Compensation Proposal is amended in the following particulars:

1. Paragraph 3(b) (Retirement: Deferred Compensation) of the Muskegon City Manager Compensation Proposal shall be deleted.

2. Paragraph 2 (Salary) of the Employment Agreement shall be amended to read as follows:

> SALARY. Effective November 2, 2014, CITY agrees to pay MANAGER as compensation for services rendered an annual salary of $120,300 per year. MANAGER shall be entitled to cost of living adjustments approved by the City Commission for department heads on the first of each year, commencing January 1, 2015, and a merit adjustment will be considered and, if granted, would be effective July I of each year, commencing July 1, 2015

This amendment was authorized by a vote of the City Commission on _____________, 2014, and is determined to be effective _________, 2014. All previous provisions shall remain in full force and effect, except those that are changed by this amendment.

IN WITNESS WHEREOF, the parties execute this amendment to the agreement as of the said effective date.

CITY OF MUSKEGON

By______________________________
Stephen J. Gawron, Its Mayor

and ______________________________
Ann Marie Cummings, Its Clerk

MANAGER -

____
Franklin Peterson

Commission Meeting Date: November 10, 2014

Date: November 4, 2014

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Transmittal of 6/30/14 *Comprehensive Annual Financial Report*

SUMMARY OF REQUEST: The City's *June 30, 2014 Comprehensive Annual Financial Report* (CAFR) has previously 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, 2014 CAFR and authorization for staff to transmit the CAFR to appropriate federal, state and private agencies.

COMMITTEE RECOMMENDATION: None.

Date: **November 10, 2014**

To: **Honorable Mayor and City Commissioners**

From: **Ann Cummings, City Clerk**

RE: **Moving Commission Elections to Even Years**

SUMMARY OF REQUEST: At the September Worksession Meeting the City Commission was given the option to move City Commission Elections to even years based on the percentage of voter turn-out (attached). Commission asked this be placed on the November agenda for discussion.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION:

PRIMARY ELECTION

ELECTION DATE	REGISTERED VOTERS	ABSENTEE VOTERS	NOON VOTE	TOTAL VOTERS	VOTER TURNOUT
9/10/1940	16,647			8,777	52.72%
9/15/1942	18,540			3,095	16.69%
7/11/1944	15,133			1,978	13.07%
6/18/1946	22,826			7,890	34.57%
9/18/1948	25,853		1,409	5,813	22.48%
9/12/1950	23,900		2,254	7,947	33.25%
8/5/1952	25,543	253	3,275	10,222	40.02%
8/3/1954	25,223	79	1,369	4,955	19.64%
8/7/1956	23,406	170	2,095	7,232	30.90%
8/5/1958	22,127	122	1,604	5,861	26.49%
8/2/1960	21,536	205	2,514	8,796	40.84%
7/25/1961	22,568	57	547	2,913	12.91%
8/7/1962	21,959	101	1,400	5,388	24.54%
9/1/1964	19,393	284	2,637	9,475	48.86%
8/2/1966	19,272	402	2,958	9,301	48.26%
8/6/1968	19,455	352	2,128	7,322	37.64%
8/4/1970	20,027	295	1,461	5,477	27.35%
5/16/1972	19,467	175	2,621	9,148	46.99%
8/8/1972	21,457	659	1,756	7,245	33.77%
8/7/1973	21,733	94	718	2,802	12.89%
8/6/1974	21,454	389	1,129	4,823	22.48%
8/5/1975	20,176	64	816	3,376	16.73%
5/18/1976	20,852	236	3,209	9,933	47.64%
8/3/1976	21,434	278	1,612	6,039	28.17%
8/8/1978	21,554	298	1,805	6,043	28.04%
8/7/1979	21,601	308	1,227	4,322	20.00%
5/20/1980	21,966	39	568	2,189	9.97%
8/5/1980	22,206	172	1,250	4,834	21.77%
8/4/1981	21,467	79	996	3,844	17.91%
8/10/1982	21,034	364	2,185	7,863	37.38%
8/2/1983	20,772	83	911	3,313	15.95%
8/7/1984	22,575	795	1,512	5,237	23.20%
8/6/1985	21,933	54	463	1,619	7.38%
8/5/1986	22,240	153	1,057	3,430	15.42%
8/4/87(ward 3)	5,214	10	116	432	8.29%
8/8/1989					
8/7/1990	24,901	171	741	2,630	10.56%
8/6/91(ward 2)	6,204	72	130	521	8.40%
8/4/1992	20,965	292	1,530	5,303	25.29%
8/3/1993	22,383	721	550	2,572	11.49%
8/2/1994	22,272	695	721	3,081	13.83%
8/8/1995	10,300		318	703	6.83%
3/19/1996	24,472		738	1,741	7.11%
8/6/1996	23,823			2,852	11.97%
8/4/1998	23,751		1,364	3,873	16.31%
8/3/99(ward2&4)	12,202		520	1,377	11.29%
2/22/2000				3,024	
8/8/2000	22,980			1,671	7.27%

ELECTION DATE	REGISTERED VOTERS	ABSENTEE VOTERS	NOON VOTE	TOTAL VOTERS	VOTER TURNOUT
8/7/2001	23,318		643	2,472	10.60%
8/6/2002	23,803			4,868	20.45%
8/5/03(ward 2)	6,076		104	268	4.41%
8/3/2004	20,687		1130	3,341	16.15%
8/2/2005	25,386		587	2,479	9.77%
8/8/2006	25,929		874	2,202	8.49%
1/15/2008	26,333			3,227	12.25%
8/5/2008	26,459			2,998	11.33%
8/3/2010	26,269	845	1,159	3,935	14.98%
2-28-12	26,221			2,063	7,87%
8-7-12	26,110	910		3,369	12.90%
8-6-13	26,098	872		2,131	8.17%