

CITY OF MUSKEGON

CITY COMMISSION MEETING

OCTOBER 23, 2001

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
- ❑ PRESENTATIONS:
- ❑ CONSENT AGENDA:
 - a. Approval of Minutes. CITY CLERK
 - b. Liquor License Request, Frontier Liquor Shoppe, 631 West Southern. CITY CLERK
 - c. Sixth Month Extension to Complete Construction of Home. PLANNING & ECONOMIC DEVELOPMENT
 - d. Police Squad Room Improvements. POLICE
- ❑ PUBLIC HEARINGS:
 - a. Request for an Industrial Facilities Exemption Certificate, Johnson Technology, Inc. PLANNING & ECONOMIC DEVELOPMENT
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:
- ❑ UNFINISHED BUSINESS:
- ❑ NEW BUSINESS:
 - a. Liquor License Request from 157 N. Getty. CITY CLERK
 - b. Rezoning Request for City-owned Property on Nolan. PLANNING & ECONOMIC DEVELOPMENT
 - c. Marina Electrical Bid approval/Contract A. LEISURE SERVICES
 - d. Marina Electrical Bid Approval/Contract B. LEISURE SERVICES
 - e. Reese Building Professional Services Bid. LEISURE SERVICES
 - f. RFP for Investment Management Services. FINANCE

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

❑ **CLOSED SESSION:**

➤ **Reminder:** *Individuals who would like to address the City Commission shall do the following:*

- Be recognized by the Chair.
- Step forward to the microphone.
- State name and address.
- Limit of 3 minutes to address the Commission.
- (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

❑ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT GAIL A. KUNDINGER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

Date: October 23, 2001
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Commission Worksession that was held on Monday, October 8, 2001, and the Regular Commission Meeting that was held on Tuesday, October 9, 2001.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

OCTOBER 23, 2001

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, October 23, 2001.

Mayor Fred J. Nielsen opened the meeting with a prayer from Dr. Gordon D. Aiken of the Central Assembly of God, after which members of the City Commission and members of the public joined in reciting the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present Mayor Fred J. Nielsen; Vice-Mayor Clara Shepherd; Commissioners Robert Schweifler, Larry Spataro, John Aslakson, Jone Wortelboer-Benedict, Karen Buie; City Manager Bryon Mazade; Assistant City Attorney John Schrier and City Clerk Gail Kunding.

2001-121 RECOGNITION:

Commissioner Spataro recognized former Muskegon Heights Council member, Eugene Fisher.

2001-122 PRESENTATION:

There was a presentation of the Peace Quilt by Muskegon Public Schools and Americorp.

2001-123 CONSENT AGENDA: Items listed under the Consent Agenda have been considered to be routine in nature and will be enacted in one motion. No separate discussion will be held on these items. If discussion is required, it will be removed from the Consent Agenda and be considered separately.

a. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Commission Worksession

that was held on Monday, October 8, 2001, and the Regular Commission Meeting that was held on Tuesday, October 9, 2001.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

c. Sixth month extension to Complete Construction of Home.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve a six-month extension to allow Mr. Emitt Kinsey, Jr. to complete construction of a single-family home on Dudley Avenue. The original agreement between the City and Mr. Kinsey stipulated that construction of the home was to be completed in 18 months. The City has customarily granted extensions to persons who have shown that they are dedicated to completing construction and contributing to the beautification of the City's residential areas. Mr. Kinsey has worked with staff to submit a construction plan and feels that the six month extension will allow him enough time to build his home.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of the time extension, as well as authorization for both the Mayor and Clerk to sign the resolution and deed.

d. Police Squad Room Improvements. POLICE

SUMMARY OF REQUEST: Police Department staff requests that the Commission authorize the use of funds to remodel the Police Squad Room. Improvements would include new vinyl flooring, an upgrade of the electrical service and new office furniture. The new design includes five computer stations for report processing.

FINANCIAL IMPACT: Funds for this project are available in the department's FY2001 Capital Outlays Account. Total cost of this project is \$16,201. The low bids are:

Electric:	Ottawa Electric Co.	\$ 1,499
Furniture:	Lakeshore Office Furniture	\$13,231 (sole source)
Flooring:	Lake Michigan Interiors	\$ 1,471

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval.

Motion made by Commissioner Spataro, second by Commissioner Aslakson to approve the Consent Agenda with the exception of item b.

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

Nays: None

MOTION PASSED

2001-124 ITEMS REMOVED FROM THE CONSENT AGENDA:

b. Liquor License Request, Frontier Liquor Shoppe, 631 West Southern. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from S and R Kado, L.L.C. to add space to 2001 SDD-SDM licensed business located at 631 W. Southern.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.

Motion made by Vice-Mayor Shepherd, second by Commissioner Aslakson to approve the additional space to the 2001 SDD-SDM licensed business.

ROLL VOTE: Ayes: Spataro, Aslakson, Benedict, Buie, Nielsen, Schweifler, Shepherd.

Nays: None

MOTION PASSED

2001-125 PUBLIC HEARINGS:

a. Request for an Industrial Facilities Exemption Certificate, Johnson Technology, Inc. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, Johnson Technology, Inc., 2034 Latimer Drive, Muskegon, Michigan, has requested the issuance of an Industrial Facilities Exemption Certificate. The total capital investment for this project is \$530,780 in real property and \$2,930,500 in personal property for a total of \$3,462,280 and will create 30 new employment opportunities. This request qualifies Johnson Technology, Inc. for a 12-year exemption for real property and a 9-year exemption for personal property. Johnson Technology's current workforce is 465.

FINANCIAL IMPACT: The City will capture certain additional property taxes generated by the expansion.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the resolution granting an Industrial Facilities Exemption Certificate for a term of twelve (12) years for real property and nine (9) years for personal property.

The public hearing opened at 5:52 p.m. to hear and consider any comments from the public.

Motion made by Commissioner Benedict, second by Vice-Mayor Shepherd to close the public hearing at 5:57 p.m. and approve the Industrial Facilities Exemption Certificate.

ROLL VOTE: Ayes: Aslakson, Benedict, Buie, Nielsen, Schweifler, Shepherd, Spataro.

Nays: None

MOTION PASSED

2001-126

NEW BUSINESS:

a. Liquor License Request from 157 N. Getty. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from BC Acquisition Company, Inc., 157 N. Getty, Muskegon, to transfer ownership of a 2000 Class C-SDM licensed business from PFC Enterprises, L.L.C. BC Acquisition is also requesting an after hours permit to operate the restaurant for the sale of food.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.

Motion made by Commissioner Schweifler, second by Commissioner Spataro to approve the ownership transfer to BC Acquisition, Inc.

ROLL VOTE: Ayes: Benedict, Buie, Nielsen, Schweifler, Shepherd, Spataro, Aslakson.

Nays: None

MOTION PASSED

b. Rezoning Request for City-owned Property on Nolan.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to rezone property (surveyed as lots "A" through "G") located at Nolan St., from R-1, Single Family Residential and OSC, Open Space Conservation to entirely R-1, Single Family Residential.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of the request.

Motion made by Commissioner Benedict, second by Commissioner Schweifler to concur with the Planning Commission and rezone the Nolan Street property.

ROLL VOTE: Ayes: Buie, Nielsen, Schweifler, Shepherd, Spataro, Aslakson, Benedict.

Nays: None

MOTION PASSED

c. Marina Electrical Bid Approval/Contract A. LEISURE SERVICES

SUMMARY OF REQUEST: To approve Prince Bridge & Marine as the contractor for the sheet pile bulkhead repairs at Hartshorn Marina as part of the Electrical Project.

FINANCIAL IMPACT: \$134,702.95 with a 50% local match required by the City of Muskegon.

BUDGET ACTION REQUIRED: Already projected in the 2002 budget.

STAFF RECOMMENDATION: Approve

Motion made by Commissioner Spataro, second by Commissioner Buie to approve the contract to Prince Bridge and Marine.

ROLL VOTE: Ayes: Nielsen, Schweifler, Shepherd, Spataro, Aslakson, Benedict, Buie.

Nays: None

MOTION PASSED

d. Marina Electrical Bid Approval/Contract B. LEISURE SERVICES

SUMMARY OF REQUEST: To approve Depree Electric as the contractor for the electrical rehabilitation at Hartshorn Marina as part of the Electrical Project.

FINANCIAL IMPACT: \$70,695.00 with a 50% local match required by the City of Muskegon.

BUDGET ACTION REQUIRED: Already projected in the 2002 budget.

STAFF RECOMMENDATION: Approve

Motion made by Commissioner Aslakson, second by Commissioner Schweifler to approve the contract to DePree Electric.

ROLL VOTE: Ayes: Schweifler, Shepherd, Spataro, Aslakson, Benedict, Buie, Nielsen.

Nays: None

MOTION PASSED

e. Reese Building Professional Services Bid. LEISURE SERVICES

SUMMARY OF REQUEST: To award a contract to M.C. Smith and Associates for the design and construction oversight for the Reese Field Maintenance Restroom building.

FINANCIAL IMPACT: \$10,350

BUDGET ACTION REQUIRED: None, included in 2002 budget.

STAFF RECOMMENDATION: Approve

Motion made by Commissioner Benedict, second by Commissioner Aslakson to approve the contract to M. C. Smith and Associates.

ROLL VOTE: Ayes: Spataro, Aslakson, Schweifler.

Nays: Shepherd, Benedict, Buie, Nielsen.

MOTION FAILED

Motion made by Commissioner Schwiefler, second by Commissioner Spataro to table awarding the contract.

ROLL VOTE: Ayes: Buie, Schweifler, Spataro.

Nays: Aslakson, Benedict, Nielsen, Shepherd.

MOTION FAILED

Motion made by Commissioner Benedict, second by Commissioner Aslskson to award the contract to Gove and Associates.

ROLL VOTE: Ayes: Aslakson, Benedict, Buie, Nielsen, Schweifler, Shepherd

Nays: Spataro.

MOTION PASSED

f. RFP for Investment Management Services. FINANCE

SUMMARY OF REQUEST: RFP's were recently solicited to determine whether the use of an outside professional money manager made sense for the City of Muskegon. Based on a review of proposals received, staff is recommending that MBIA Investors Service Corporation be selected to manage the city's operating funds portfolio.

FINANCIAL IMPACT: Staff believes that an outside investment advisor will add value to the city's investment returns by having a professional money manager focus on investment decision-making and by freeing up internal staff time to focus on other areas of cash management that can increase the total amount available for investment.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the contract subject to finalization and review by the City Attorney.

Motion made by Commissioner Schweifler, second by Vice-Mayor Shepherd to approve the contract subject to and approved by the City Attorney.

ROLL VOTE: Ayes: Benedict, Buie, Nielsen, Schweifler, Shepherd, Spataro, Aslakson.

Nays: None

MOTION PASSED

2001-127 PUBLIC PARTICIPATION: Various comments were heard from the public.

2001-128 CLOSED SESSION:

Motion was made by Commissioner Benedict, second by Commissioner Schweifler to close session at 7:16 p.m. to discuss pending litigation.

ROLL VOTE: Ayes: Buie, Nielsen, Schweifler, Shepherd, Aslakson, Benedict.

Nays: None

Not Present: Spataro

MOTION PASSED

Motion was made by Commissioner Aslakson, second by Commissioner Schweifler to go back to open session at 8:00 p.m.

ROLL VOTE: Ayes: Nielsen, Schweifler, Shepherd, Spataro, Aslakson, Benedict, Buie.

Nays: None

MOTION PASSED

Motion was made by Commissioner Aslakson, second by Commissioner Benedict to concur with the City Attorney's recommendations on all litigation matters.

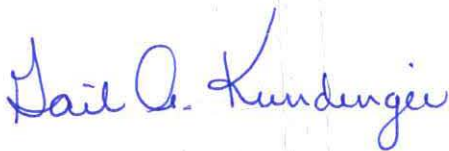
ROLL VOTE: Ayes: Schweifler, Shepherd, Spataro, Aslakson, Benedict, Buie, Nielsen.

Nays: None

MOTION PASSED

ADJOURNMENT: The Regular Commission Meeting for the City of Muskegon was adjourned at 8:30 p.m.

Respectfully Submitted,



Gail A, Kunderger, CMC
City Clerk

Commission Meeting Date: September 12, 2000

Date: October 12, 2001
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBE*
RE: Six Month Extension to Complete Construction of Home

SUMMARY OF REQUEST:

To approve a six-month extension to allow Mr. Emitt Kinsey, Jr. to complete construction of a single-family home on Dudley Avenue. The original agreement between the City and Mr. Kinsey stipulated that construction of the home was to be completed within 18 months. The City has customarily granted extensions to persons who have shown that they are dedicated to completing construction and contributing to the beautification of the City's residential areas. Mr. Kinsey has worked with staff to submit a construction plan and feels that the six month extension will allow him enough time to build his home.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Staff recommends approval of the time extension, as well as authorization for both the Mayor and the Clerk to sign the attached resolution and deed.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2001-123(c)

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING SIX MONTH EXTENSION TO COMPLETE CONSTRUCTION
OF A SINGLE-FAMILY HOME ON DUDLEY AVENUE**

WHEREAS, Emitt Kinsey, Jr. has submitted a request for a time extension; and

WHEREAS, Emitt Kinsey, Jr. has submitted a construction plan to staff to complete construction of his home; and

WHEREAS, the completion of the new home will further enhance the ambiance of the City's residential area;

NOW THEREFORE BE IT RESOLVED, that Emitt Kinsey, Jr. be granted an additional six months to complete construction of his single-family home on Dudley Avenue.

Adopted this 23 day of October, 2001

Ayes: Shepherd, Spataro, Aslakson, Benedict, Buie, Nielsen, Schweifler

Nays: None

Absent None

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

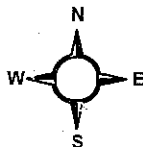
Attest: Gail Kunding
Gail Kunding, Clerk

CERTIFICATION

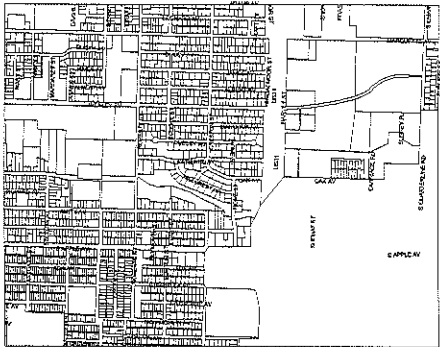
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on October 23, 2001.

By: Gail Kunding
Gail Kunding, Clerk

Property currently owned by
Emitt Kinsey, Jr.



★ = Property Subject to Time Extension



CITY COMMISSION MEETING
Tuesday October 23, 2001

TO: Honorable Mayor and City Commissioners

FROM: Anthony Kleibecker, Chief of Police



DATE: October 4, 2001

SUBJECT: Police Squad Room Improvements

SUMMARY OF REQUEST:

Police Department staff requests that the Commission authorize the use of funds to remodel the Police Squad Room. Improvements would include new vinyl flooring, an upgrade of the electrical service and new office furniture. The new design includes five computer stations for report processing.

FINANCIAL IMPACT:

Funds for this project are available in the department's FY2001 Capital Outlays Account. Total cost of the project is \$16,201. Bid sheets are attached. The low bids are as follows:

Electric:	Ottawa Electric Co.	\$ 1,499	
Furniture:	Lakeshore Office Furniture	\$13,231	(sole source)
Flooring:	Lake Michigan Interiors	\$ 1,471	

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATIONS:

Staff recommends approval.

OTTAWA ELECTRIC INC.

1051 Jackson

Grand Haven, MI 49417

Phone (616) 842-2760 - (231) 733-2828 Fax (616) 842-1104

PROPOSAL

Page No. 1 of 1
 Proposal No. Pr00150

To City of Muskegon
993 Terrace St.
Muskegon, MI. 49442
Attn: J.R.

Fax Number	Phone Number	Date
724-6028		Aug. 21, 2001
Job Name / Police Department		
Location		

We hereby submit specifications and estimates for:

Labor and material for the following.
 Furnish and install three circuits for computers.
 Furnish and install seven drops in wire mold at individual stations.
 Furnish and install isolated ground receptacles.
 Electrical permit is included.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
One Thousand Four Hundred Ninety-nine and No/100 dollars \$1,499.00

Payment to be made as follows
10th prox

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 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. Our workers are fully covered by Workman's Compensation insurance.

Signature Roger Hilliard

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance _____

Signature _____



1875 Roberts Street, Muskegon, MI 49442
Phone: (231) 722-1691 • Fax: (231) 722-1690
E-mail: info@newkirk-electric.com

August 21, 2001

City of Muskegon

Attn: Mr. J. R. Gann
Fax: 724-6028

Subj: Additional Circuits

Gentlemen:

We are pleased to submit a Lump Sum Price of One Thousand Nine Hundred Eighty-five Dollars (\$1,985.00) to furnish and install six duplex receptacles on three "clean" circuits in the Squad Room of The Muskegon Police Department. These circuits will originate in the designated 120/208 volt panel on the first floor, run above the ceiling in the basement and drop down the wall in wiremold at six locations, all as discussed during our walk-through on August 20, 2001.

Thank you for inviting our Company to quote on this project. Should you have any questions regarding this proposal, or if we can be of further service, please contact this office.

Very truly yours,

NEWKIRK ELECTRIC ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Clyde F. Marine".

Clyde F. Marine
Vice President

CFM:maf
cc: P-37673

TRAVIS GRIFFITH
 LAKESHORE OFFICE FURNITURE
 2615 TEMPLE STREET
 MUSKEGON MI. 49444
 231-733-0604
 Purchase Order: QUOTE

CITY OF MUSKEGON
 933 TERRACE STREET
 MUSEKON MI. 49441
 231-724-6707

Page
 CTYPOLO
 06/11/0
 08:24:2
 J.R

PRICE INCLUDES DELIVERY AND INSTALL PRICE DOES NOT INCLUDE TAX

{noll Catalog Net

QTY	PATTERN #	DESCRIPTION	NET	EXT NE
5	.3B30C05	*Pedestal, Floor 6/6/12	253.33	1266.6
2	.226CAA	Lateral 36Wx27-3/4H Base=Equ	305.50	611.0
5	.ATB3619	Tackboard, 36Wx19H	86.90	434.5
2	.ATB4219	Tackboard, 42Wx19H	97.90	195.8
2	.CW48R30	Corner Worksurface	255.75	511.5
3	.R876030	Worksurface, Rect Laminate	187.00	561.0
7	.R877224	Worksurface, Rect Laminate	194.70	1362.9
5	.R877230	Worksurface, Rect Laminate	226.05	1130.2
1	.R879030	Worksurface, Rect Laminate	240.90	240.9
10	.RPWSF24R	C-Leg, Desk-Height Right	70.43	704.3
9	.880924	Connector Bracket, 24W	11.50	103.5
2	.881630	End Panels, Desk-Ht. 30D	106.00	212.0
5	.RPBBM36PL	Binder Bin w/Painted Door	167.40	837.0
2	.RPBBM42PL	Binder Bin w/Painted Door	172.80	345.6
11	.DWS40	*Wall Mount Channel, 40H	28.35	311.8
1	.FORMS RACK	AND TABLE	884.40	884.4
24	.X313-505-68	STACKING CHAIRS	57.20	1372.8
5	7C8-1-D5G-H	Bulldog Prof Armless Chair,	365.19	1825.9
1	.DELV. INSTALL		320.00	320.0
TOTAL NET ALL GROUPS				\$13231.9

add about \$5,000.^{el} Electrical

Page No. 1 of 1 Pages

LAKE MICHIGAN INTERIORS, INC.4788 Grand Haven Rd.
MUSKEGON, MICHIGAN 49441(616) 798-2879
FAX (616) 798-4042**PROPOSAL**TO CITY OF MUSKEGON
ATTN: J.R. GANN
933 TERRACE STREET
P.O. BOX 536
MUSKEGON MI 49443-0536PHONE 724-6710
DATE 8/22/2001JOB NAME / LOCATION
MUSKEGON CITY SQUAD ROOMJOB NUMBER 18001 2028
JOB PHONE

We hereby submit specifications and estimates for:

REMOVE EXISTING VINYL TILE.**FURNISH AND INSTALL NEW STANDARD ARMSTRONG 1/8" COMMERCIAL VINYL TILE AND
NEW VINYL BASEBOARD.****\$1471.61****\$350.00 CAN BE DEDUCTED FROM THE ABOVE PRICE IF THE NEW TILE IS INSTALLED OVER THE
EXISTING TILE IN LIEU OF REMOVAL.****TO ACCEPT THIS PROPOSAL, PLEASE SIGN AND RETURN THE WHITE COPY OR YOUR PURCHASE
ORDER. THANK YOU.****We Propose** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:**One Thousand Four Hundred Seventy One and 61/100 Dollars**dollars (\$ **1,471.61**)

Payment to be made as follows:

BALANCE DUE UPON COMPLETION OF THE JOB.**INTEREST WILL BE CHARGED AT 1 1/2% PER MONTH AFTER 30 DAYS.**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. 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. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
Signature _____Note: This proposal may be
withdrawn by us if not accepted within**30** days.**Acceptance of Proposal** — The above prices, specifications
and conditions are satisfactory and are hereby accepted. You are authorized
to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Proposal

SIETSEMA FLOOR COVERING

 Page No. _____
 of _____ Pages

Carpet - Floor Tile - Ceramic Tile

329 WEST BROADWAY • MUSKEGON HEIGHTS, MICHIGAN 49444 • TELEPHONE 733-9900

PROPOSAL SUBMITTED TO:		DATE 20 AUG. 01	
NAME CITY OF MUSKEGON		JOB NAME POLICE DEPT TILE	
STREET 933 TERRACE ST.		STREET	
CITY MUSKEGON, MI.		CITY	STATE
STATE 49443		ARCHITECT: J.R. GANN	
		DATE OF PLANS:	

We hereby submit specifications and estimates for: **INSTALL 12"X12"X $\frac{1}{8}$ " VG TILE IN LOWER POLICE DEPT. OFFICE, WITH 4" VINYL BASE. CHOICE OF COLOR.**

MAT. & LABOR 1904.23

PRICE INCLUDES REMOVAL OF EXISTING TILE & BASE.

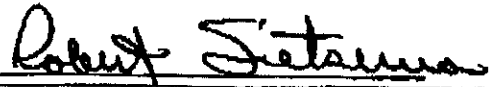
OWNER MOVE DESKS, FILES, COMPUTERS, ETC.

We hereby propose to furnish labor and materials — complete in accordance with the above specifications, for the sum of
 dollars (\$ **1904.23**) with payment to be made as follows:

CASH ON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 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. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature



Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Signature _____

Date _____

Signature _____

NOTE: This Proposal may be withdrawn by us if not accepted within _____ days.

605 W. Dale
MUSKEGON, MICHIGAN 49441
(616) 726-2352

CASH	C.O.D.	CHARGE	ON ACCT.	MOSE RET'D.	PAID OUT		
DESCRIPTION						PRICE	AMOUNT
ft. TEARAWAY tile						594	-
ft install basic new concrete						1980	-
Floor PREP.						300	-
Cove Base installed						229	60
ft metal						8	40
NO MOVING							
						TAX	
TOTAL						3112	00

**All claims and returned goods
MUST be accompanied by this bill.**

FBI 612

Thank You

LANGE CARPET CO., INC.

605 W. Dale
MUSKEGON, MICHIGAN 49441
(616) 726-2352

Estimate

CUSTOMER'S ORDER NO.		PHONE		DATE	
		724-6710		6-19-01	
NAME					
City Hall					
ADDRESS					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	PAID OUT
QTY.	DESCRIPTION			PRICE	AMOUNT
990	FT Tear out old tile				594.00
990	FT Install New				
	Basic Comm. Tile				1980.00
	Preparation of Floor				
	Estimate only.				100.00
164	Cove Base Installed				229.60
6	FT Metal				8.40
	No Moving Figured				
				TAX	
RECEIVED BY				TOTAL	2912.00

All claims and returned goods
MUST be accompanied by this bill.

CUSTOMER

THANK YOU

Date: October 23, 2001
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Liquor License Request
Frontier Liquor Shoppe, 631 W. Southern

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from S and R Kado, L.L.C. to add space to 2001 SDD-SDM licensed business located at 631 W. Southern.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All Departments are recommending approval.

Affirmative Action
724-6703

Assessor
724-6708

Cemetery
724-6783

Civil Service
724-6716

Clerk
724-6705

Engineering
724-6707

Finance
724-6713

Fire Dept.
724-6792

C.N. Services
724-6717

Inspections
724-6715

Leisure Service
724-6704

Manager's Office
724-6724

Mayor's Office
724-6701

Planning/Zoning
724-6702

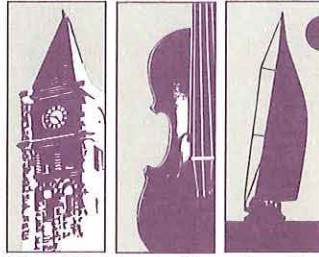
Police Dept.
724-6750

Public Works
726-4786

Treasurer
724-6720

Water Dept.
724-6718

MUSKEGON



West Michigan's Shoreline City

September 20, 2001

To: The City Commission through the City Manager

From: Anthony L. Kleibecker
Anthony L. Kleibecker, Chief of Police

Re: Request to add space at 631 W. Southern Avenue

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant S and R Kado, L.L.C. S and R Kado, L.L.C. are requesting to add space to SDD-SDM licensed business at 631 W. Southern Avenue.

It has been over one year since S and R Kado, L.C.C. has taken ownership of this business and control of the liquor license. During that time there has been two incidents where the store employees have sold alcohol to a minor during a citywide alcohol sting. The last to MIP violations were on 5-25-00 and 8-27-00. Since those violations there have been no additional problems with the business. I find no police related reason to deny this transfer.

TK/cmw

9-24-01

TO: Chief Kleibecker

RE: LCC Request ID# 132715

Request to add space to 631 W. Southern Ave.

On 9-24-01 I spoke with Raad Kado of S&R Kado L.C.C. concerning the addition to 631 W. Southern Ave. I was informed that the addition would consist of a 20' x 60' space to the north side of the building to be used as a stock room. Mr. Kado stated that he does have blueprint for this addition if the city needs them for further examination.

A handwritten signature in black ink, appearing to read 'K. Dykman', with a long horizontal line extending to the right.

K. Dykman

J. J. H.
8-20-01

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION**

7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505

POLICE INVESTIGATION REQUEST
[Authorized by MCL 436.1(4)]

DATE: August 16, 2001
REQUEST ID# 132715

Chief of Police
Muskegon Police Department
980 Jefferson Street
Muskegon Mi 49440

Chief of Law Enforcement Office

Applicant: S and R ^{KADO}~~Dado~~, L.L.C. request to add space to 2001 SDD-SDM
licensed business located at 631 W. Southern, ~~Muskegon~~, MI 49441,
Muskegon County. *MUSKEGON*

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

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

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

LC-1972 Rev. 6/92
4880-1658
nll

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

Assessor
616/724-6708
FAX/724-4178

Cemetery
616/724-6703
FAX/726-5617

Civil Service
616/724-6716
FAX/724-4055

Clerk
616/724-6705
FAX/724-4178

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

Engineering
616/724-6707
FAX/727-6904

Finance
616/724-6713
FAX/724-6768

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

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

Info. Systems
616/724-6706
FAX/722-4301

Leisure Service
616/724-6704
FAX/724-1196

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

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

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

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

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

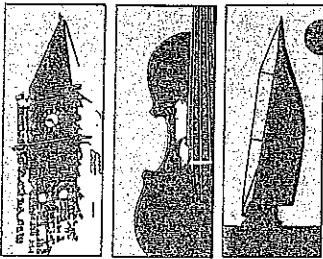
Public Works
616/724-4100
FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

October 16, 2001

Ms. Mary Jo McCann, President
Nelson Neighborhood Association
461 W. Webster
Muskegon, MI 49441

Dear Ms. McCann:

We have received a request from the Liquor Control Commission for S & R Kado, L.L.C. to add space to the 2001SDD-SDM license at 631 W. Southern (Frontier Liquor Shoppe). On Tuesday, October 23, 2001, the City Commission will review this request and determine whether or not it should be recommended for approval.

You are being sent this notice because the City Commission would like to know how the Neighborhood Association feels and would appreciate any comments that they may have. You may send these comments to 933 Terrace, Muskegon, MI 49440 or attend the City Commission Meeting on October 23, 2001, at 5:30 p.m. in the Commission Chambers.

If you have any questions, please feel free to contact me at 724-6705.

Sincerely,

Linda Potter
Deputy Clerk

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

Assessor
616/724-6708
FAX/724-4178

Cemetery
616/724-6783
FAX/726-3617

Civil Service
616/724-6716
FAX/724-4055

Clerk
616/724-6705
FAX/724-4178

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

Engineering
616/724-6707
FAX/727-6904

Finance
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FAX/724-6768

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

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

Info. Systems
616/724-6706
FAX/722-4301

Leisure Service
616/724-6704
FAX/724-1196

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

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

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

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

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

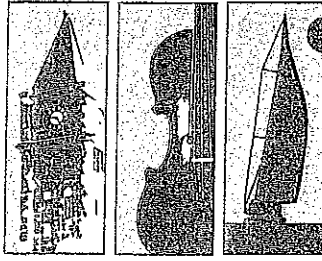
Public Works
616/724-4100
FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

October 16, 2001

S & R Kado, L.L.C.
631 W. Southern
Muskegon, MI 49441

Dear Sir:

This letter is to inform you that your request to add space to the 2001 SDD-SDM license at 631 W. Southern, will be presented to the City Commission on October 23, 2001. This meeting begins at 5:30 p.m. and is located in the Commission Chambers, 933 Terrace, Muskegon, MI.

This request has also been sent to the Nelson Neighborhood Association for their comments. It is Commission practice to let the Neighborhood Association know of any liquor license requests that are located within their boundaries. This allows for comments from the people who live there and not just from the owners of the business' who are located there.

If you have any questions, please feel free to contact me at 724-6705.

Sincerely,

Linda Potter
Deputy Clerk

MEMO

To: Chief Anthony Kleibecker

From: Detective Kurt Dykman

Date: 8-24-01

Re: Add to space at 631 W. Southern Ave, Muskegon, MI

Chief Kleibecker,

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant S and R Kado, L.L.C.

S and R Kado, L.L.C. is requesting to add space to SDD-SDM licensed business at 631 W. Southern Av, Muskegon MI.

It has been over one year since S and R Kado, L.C.C. has taken ownership of this business and control of the liquor license. During that time there has been two incidents where the store employee's have sold alcohol to a minor during a city wide alcohol sting. The last to MIP violations were on 5-25-00 and 8-27-00. Since those violations there have been no additional problems with the business. I find no police related reason to deny this transfer.

Respectfully submitted,



Det. Kurt Dykman

data/common/kado2

LIQUOR LICENSE REVIEW FORM

Business Name: S + R Kado, L.L.C.

AKA Business Name (if applicable): Frontier Liquor Shoppe

Operator/Manager's Name: _____

Business Address: 631 W. Southern

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other Add Space to 2001 SDD-SDM License

Deadline for receipt of all information: 10-16-01

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☒ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature

Kenneth D. [Signature]

Gail A. Kunding, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: S + R Kado, L.L.C.

AKA Business Name (if applicable): Frontier Liquor Shoppe

Operator/Manager's Name: _____

Business Address: 631 W. Southern

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other Add Space to 2001 SDD-SDM License

Deadline for receipt of all information: 10-16-01

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☒ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature  10/2/01

Gail A. Kunder, City Clerk
Liquor License Coordinator

RECEIVED**LIQUOR LICENSE REVIEW FORM**Business Name: S + R Kado, L.L.C.
OCT 2 2001CITY OF MUSKEGON
PLANNING DEPARTMENT
AKA Business Name (if applicable): Frontier Liquor Shoppe
Operator/Manager's Name: _____Business Address: 631 W. Southern
_____**Reason for Review:**New License ☐ Transfer of Ownership ☐ Dance Permit ☐Drop/Add Name on License ☐ Transfer Location ☐Drop/Add Stockholder Name ☐ New Entertainment Permit ☐Other Add Space to 2001 SDD-SDM LicenseDeadline for receipt of all information: 10-16-01Police Department Approved ☐ Denied ☐ No Action Needed ☐Income Tax Approved ☐ Owing ☐ Amount: _____Treasurer Approved ☐ Owing ☐ Amount: _____**Zoning** Approved ☒ Denied ☐ Pending ZBA ☐Clerk's Approved ☐ Owing ☐ Amount: _____Fire/Inspection Services Compliance ☐ Remaining Defects _____

_____Department Signature Mike J. CanoeGail A. Kundering, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: S + R Kado, L.L.C.

AKA Business Name (if applicable): Frontier Liquor Shoppe

Operator/Manager's Name: _____

Business Address: 631 W. Southern

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other Add Space to 2001 SDD-SDM License

Deadline for receipt of all information: 10-16-01

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☒ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature Allen Tan Bunk

Gail A. Kunderger, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: S + R Kado, L.L.C.

AKA Business Name (if applicable): Frontier Liquor Shoppe

Operator/Manager's Name: _____

Business Address: 631 W. Southern

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other Add Space to 2001 SDD-SOM License

Deadline for receipt of all information: 10-16-01

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☒ Remaining Defects _____

Department Signature Robert B. [Signature]

Gail A. Kundering, City Clerk
Liquor License Coordinator

LIQUOR CONTROL COMMISSION

7150 Harris Drive

P.O. Box 30005

Lansing, Michigan 48909-7505

POLICE INSPECTION REPORT ON LIQUOR LICENSE REQUEST

(Authorized by MCL 436.7a)

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

132715 NLL

BUSINESS NAME AND ADDRESS: (include zip code)

S AND R KADO, L.L.C.

631 W. SOUTHERN, MUSKEGON, MI 49441, MUSKEGON COUNTY

REQUEST FOR:

TO ADD SPACE TO 2001 SDD-SDM LICENSE BUSINESS

Section 1.

APPLICANT INFORMATION

APPLICANT #1:

APPLICANT #2:

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

NO FINGER PRINTS NECESSARY

DATE OF BIRTH:

DATE OF BIRTH:

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

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

o Does the applicant have permanent Resident Alien status?

o Does the applicant have permanent Resident Alien status?

☐ Yes ☐ No☐ Yes ☐ No

o Does the applicant have a Visa? Enter status:

o Does the applicant have a Visa? Enter status:

Date fingerprinted:

Date fingerprinted:

Attach the fingerprint card and \$15.00 for each card and mail to the Liquor Control Commission.

ARREST RECORD: ☐ Felony ☐ MisdemeanorARREST RECORD: ☐ Felony ☐ Misdemeanor

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

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

Section 2.

Investigation of Business and Address to be Licensed

Can living quarters be reached from the inside of the establishment without going outside? ☐ Yes ☒ No

Does applicant intend to have dancing or entertainment?

☒ No ☐ Yes, complete LC-693N, Police Investigation Report: Dance/Entertainment PermitAre gas pumps on the premises or directly adjacent? ☒ No ☐ Yes, explain relationship:

Section 3.

Local and State Codes and Ordinances, and General Recommendations

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No

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

Section 4.

Recommendation

From your investigation:

1. Is this applicant qualified to conduct this business if licensed? ☒ Yes ☐ No2. Is the proposed location satisfactory for this business? ☒ Yes ☐ No3. Should this request be granted by the Commission? ☒ Yes ☐ No

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

Signature (Sheriff or Chief of Police)

Date

MICHIGAN DEPARTMENT OF COMMERCE
LIQUOR CONTROL COMMISSION

RESOLUTION

2001-124(b)

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

called to order by Mayor Nielsen on October 23, 2001 at 5:30 P.M.

the following resolution was offered:

Moved by Vice-Mayor Shepherd and Supported by Commissioner Aslakson

That the request from S and R Kado, L.L.C., 631 W. Southern, Muskegon, MI
MI, to add space to 2001 SDD-SDM Licensed Business

be considered for Approval
(Approval or Disapproval)

Approval

Yeas: 7

Nays: 0

Absent: 0

Disapproval

Yeas:

Nays:

Absent:

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

State of Michigan)
County of Muskegon) SS

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

City Commission at a Regular
(Regular or Special)

meeting held on the October 23, 2001
(Date)

(Signed)

Gail A. Kunderger
(Township, City, or Village Clerk)

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

(Address of Township, City or Village Board)
Muskegon, MI 49443-0536

SEAL

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Liquor Control Commission
 7150 Harris
 PO Box 30005
 Lansing, MI 48909-7505

2. Article Number (Copy from service label)

7000 0520 0013 9676 0583

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

RECIPIENT: COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

Service Type

☒ Certified Mail ☐ Registered Mail☐ Registered Mail ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

Restricted Delivery? (Extra Fee)

☐ Yes

Liquor Control Commission
 7150 Harris
 PO Box 30005
 Lansing, MI 48909-7505

REF: #132715
 631 W Southern
 Muskegon, MI 49441

To Whom It May Concern:

Enclosed is the resolution and police inspection report (LC-1800) for the liquor license change request mentioned above.

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

Sincerely,

Linda Potter

Linda Potter
 Deputy Clerk

Enc.

Commission Meeting Date: October 23, 2001

Date: October 15, 2001
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *cbc*
RE: Public Hearing - Request for an Industrial Facilities
Exemption Certificate – Johnson Technology, Inc.

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, Johnson Technology, Inc., 2034 Latimer Drive, Muskegon, Michigan, has requested the issuance of an Industrial Facilities Exemption Certificate. The total capital investment for this project is \$530,780 in real property and \$2,930,500 in personal property for a total of \$3,462,280 and will create 30 new employment opportunities. This request qualifies Johnson Technology, Inc. for a 12-year exemption for real property and a 9-year exemption for personal property. Johnson Technology's current workforce is 465.

FINANCIAL IMPACT:

The City will capture certain additional property taxes generated by the expansion (see attached Summary Sheet).

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the attached resolution granting an Industrial Facilities Exemption Certificate for a term of twelve (12) years for real property and nine (9) years for personal property.

COMMITTEE RECOMMENDATION:

None

APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

This form is issued as provided by P.A. 198 of 1974, as amended. Section references on this form are to specific sections of the act that explain or require the data. Filing of this form is voluntary. **The application should be filed after the district is established and no later than (within) six months after the commencement of the project.** This project will not receive tax benefits until approved by the State Tax Commission.

INSTRUCTIONS: Read the instructions on page 4 before completing this application. File the original and four copies of this form and the required attachments (five complete sets) with the clerk of the local government unit. **(The State Tax Commission requires four complete sets (one original and three copies)). One copy is retained by the clerk.**

TO BE COMPLETED BY CLERK OF LOCAL GOVERNMENT UNIT Clerk must also complete sections 19 and 20, page 3.		THIS SECTION FOR USE BY THE OFFICE OF THE STATE TAX COMMISSION	
Signature		Application No.	
Date Received		Date Received	Written Agreement? ☐ YES ☐ NO

Applicant, do not write above this line. Begin entries at 1 below.

1a. Applicant (Company) Name (Applicant must be the occupant/operator of the facility) Johnson Technology, Inc.		b. Standard Industrial Classification Code (Sec. 2(10)) Four Digit Code 3724	
c. Company Mailing Address (No. and Street, P.O. Box, City, State, ZIP) 2034 Latimer Drive, Muskegon MI 49442		First time applicants attach copy of Worker's Compensation policy displaying workers codes	
d. Location of Facility (No. and Street, City, State, ZIP) 2034 Latimer Drive, Muskegon MI 49442	(Attach Legal Description)	e. City/Twp./Village Muskegon	f. County Muskegon
2. Type of Approval Requested ☐ NEW (SEC. 2(4)) ☐ SPECULATIVE BUILDING (SEC. 3(8)) ☐ REHABILITATION (SEC. 3(1)) ☐ TRANSFER (of existing certificate) (1 copy only) ☐ RESEARCH and DEVELOPMENT (SEC. 2(9))		3. School District Where Facility is Located Orchard View a. School Code 61-190	
5. Explain Applicant's Principal Type of Business (Detailed description of operations)		4. How Many Years of Exemption Requested? (See note in box 19 regarding inclusion of the words "after completion.") 12	

Turbine engine component manufacturing for aerospace and land based applications.

6a. Rehabilitation Applicants Only: General Description and Use of Existing Facility (Number of buildings, type, size, use, products manufactured, type of research or development.)

N/A

b. Explain Degree and Type of Obsolescence Affecting Existing Facility.

N/A

7. Describe Project for Which Exemption is Sought (Type of Improvements to Land, Building; Size of Addition; Personal Property Acquired - Explain New - Used, Transferred from Out-of-State, etc.) and Proposed Use of Facility

Expanding manufacturing capacity to meet additional GE Power Systems engine requirements. Project consists primarily of production machinery, but also includes building additions and modifications.

8. a. Cost of land improvements (Itemize) Excluding cost of land	\$ a.	0
b. Cost of building improvements. (List major types & cost on attachment.) Building permit required (See instructions on page 4, item 4)	b.	530,780
c. Cost of machinery and equipment. (Itemize: month, day & year and total on attachment; see instructions on page 4, item 2)	c.	2,930,500
d. Cost of furniture and fixtures. (Itemize: month, day & year on attachment; see instructions on page 4, item 2)	d.	0
TOTAL PROJECT COST	\$	3,461,280

9. List Time Schedule for Start and Finish of Construction Stages and Equipment Installation. Project dates must be projected and completed within a two year period. (See Instructions, page 4, items 2 and 4.)

NOTICE AFTER DEC. 31, 1983: Section 9 (2) (c) specifies that restoration, replacement or construction commence not earlier than 6 months before this application is filed. Estimate dates when applicable.

THIS SECTION MUST BE COMPLETED WITH ACTUAL DATES. (REFERENCE TO SEE ATTACHMENTS NOT ACCEPTABLE).

	Begin (M/D/Y)	End (M/D/Y)
Real Property Improvements:	06-11-01	06-10-03
Personal Property Improvements:	06-11-01	06-10-03

10a. Are the Buildings Owned or Leased by the Operator of the Facility? ☒ OWNED ☐ LEASED (Attach copy of lease.)

b. Is Applicant Liable for Payment of Ad Valorem Taxes on This Property? ☒ YES ☐ NO

c. Are Machinery and Equipment, Furniture and Fixtures Owned or Leased by the Operator of this Facility? ☒ OWNED ☒ LEASED Leases being developed (Attach a copy of the lease.)

11. Will the Property for Which This Application is Filed be Included in an:

a. State Enterprise Zone or State Renaissance Zone	_____	☐ YES ☒ NO
b. 307 Site Contaminated Property	File Number _____	☐ YES ☒ NO

Clerk's Certification

12. If State Education Taxes are abated, attach Michigan Jobs Commission Letter of Commitment.

a. Enter total number of employees at site prior to start of project. _____ 465

b. Number of existing jobs that can be identified at this site that will be retained as a result of this project? _____ 465

c. Number of new jobs at this site expected to be created within 2 years of project completion? _____ 30

13. Has the project caused or will it cause, a relocation of employment from one or more Michigan governmental units to the unit in which the project is or will be located?

a. ☐ YES ☒ NO

b. Number of Jobs Involved in Facility Relocation _____

c. Previous Location of Facility (City, Township, Village) _____

d. Attach a certified copy of the resolution passed by the governmental unit from which employment is to be transferred consenting to the transfer of employment. Date resolution was adopted _____

14. Rehabilitation applications: Complete a, b and c. Attach assessor's statement of valuation for the entire plant rehabilitation district.

a. SEV of Real Property (Exclude Land)	b. SEV of Personal Property (Exclude Inventory)	c. Total SEV as of Dec. 31, 19 _____
--	---	--------------------------------------

15a. The Facility is Located in the following Type of District Established by the Local Governing Unit:

☒ INDUSTRIAL DEVELOPMENT DISTRICT

☐ PLANT REHABILITATION DISTRICT

b. Name of Governing Unit that Established District _____ City of Muskegon

c. Date District was Established _____ July 26, 1983

Attach certified copy of resolution and drawing of district.

NOTICE AFTER DEC. 31, 1983: Section 9(2)(b) provides that a written request (Date stamped by local unit) to establish the district MUST be filed prior to the commencement of any improvements or construction. Please furnish a copy of the written request.

16a. Is This Application for a Speculative Building (Sec. 3(8))? ☒ NO - Go to 17 below ☐ YES - Complete b, c and d

b. Name of Governmental Unit Which Passed Resolution to Establish a Speculative Building. _____

c. Date of Resolution (Attach copy) _____

d. Date of Construction Commenced (See page 4, item 4) _____

e. Attach a Certified statement from the building owner and assessor that the building has not been occupied since completion of construction. (See page 4, item 13.) ☐ Owner ☐ Assessor

17. Complete this section if application is for a replacement facility which will not be located on the same site or contiguous to the obsolete facility. The obsolete facility will be disposed of as follows:

APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

18. Name of Person to Contact for Further Information Richard A. Saukas	Title Dir. of Finance	Phone 231-777-7118
Mailing Address 2034 Latimer Drive, Muskegon MI 49442		
Type Name of Company Officer Richard A. Saukas	Signature 	
Title Asst. Treasurer & Dir. of Finance	Date October 9, 2001	

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting application to the State Tax Commission

19. Action Taken	DOCUMENTS REQUIRED
☐ ABATEMENT APPROVED FOR _____ Years Ending December 30, _____ (not to exceed 12 years after project completion) There are circumstances in which the words "after completion" could extend the length of the exemption by 2 to 3 years. Please call the Property Tax Division at (517) 373-2408 if a further explanation is needed.	☐ 1. Application plus attachments. (See inst. pg. 4, # 1-7) ☐ 2. Notice to the public prior to hearing to establish district. ☐ 3. Resolution establishing district. ☐ 4. Notice to taxing authorities prior to hearing to approve application. ☐ 5. List of taxing authorities notified. ☐ 6. Resolution approving application. ☐ 7. (a) Letter of Agreement (Signed by local unit and applicant) per P.A. 334 of 1993. (b) Affidavit of Fees (Bulletin 3, 1/16/98). ☐ 8. 3222 (formerly T-1044A) (if applicable). ☐ 9. Speculative building resolution & affidavits.
☐ DISAPPROVED	
20. Name of Local Government Body	Date of Action on This Application

Attached hereto is a copy of the application and all documents required.

Signature of Clerk	Date	Phone
Clerk's Mailing Address	City	ZIP Code

State Tax Commission Rule Number 57:

Complete applications approved by the local unit and received by the State Tax Commission by October 31 will be acted upon by December 31.

Applications received after October 31 will be acted upon in the following year.

Mail completed application and all attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, Michigan 48909-7971

*Information contained in this application and supporting documentation may be subject to review by the public if a Freedom of Information Request is filed.

If you have any questions, please call (517) 373-2408 or 373-3302.

Resolution No. 2001-125(a)

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING APPLICATION FOR ISSUANCE
OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE**

JOHNSON TECHNOLOGY, INC.

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed public hearing held on October 24, 1995, this Commission by resolution established an Industrial Development District as requested by Johnson Technology, Inc., 2034 Latimer Drive, Muskegon, Michigan 49442; and

WHEREAS, Johnson Technology, Inc. has filed an application for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to a building expansion and new machinery and equipment to be installed within said Industrial Development District; and

WHEREAS, before acting on said application the Muskegon City Commission held a public hearing on October 23, 2001, at the Muskegon City Hall in Muskegon, Michigan at 5:30 p.m. at which hearing the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, the building expansion and installation of machinery and equipment had not begun earlier than six (6) months before October 23, 2001, the date of the acceptance of the application for the issuance of an Industrial Facilities Tax Exemption Certificate; and

WHEREAS, the building expansion and installation of machinery and equipment is calculated to and will have the reasonable likelihood to retain, create, or prevent the loss of employment in Muskegon, Michigan; and

WHEREAS, the aggregate SEV of real property exempt from ad valorem taxes within the City of Muskegon, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED by the Muskegon City Commission of the City of Muskegon, Michigan that:

- 1) The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Act of 1974 as amended and Act No. 255 of the Public Acts of 1978 as amended shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.
- 2) The application of Johnson Technology, Inc., for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to installation of new machinery and equipment on the following described parcel of real property situated within the City of Muskegon to wit:

Lots 30 and 31, Port City Industrial Center 2

- 3) The Industrial Facilities Tax Exemption Certificate is issued and shall be and remain in force and effect for a period of twelve (12) years on real property and nine (9) years on personal property.

Adopted this 23rd Day of October 2001

Ayes: Aslakson, Benedict, Buie, Nielsen, Schweifler, Shepherd, Spataro

Nays: None

Absent: None

BY:

Fred J. Nielsen
Fred J. Nielsen, Mayor

ATTEST:

Gail Kunderger
Gail Kunderger, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on October 23, 2001.

Gail Kunderger
Gail Kunderger, Clerk

Date: October 23, 2001

To: Honorable Mayor and City Commissioners

From: Gail A. Kunding, City Clerk

RE: Liquor License Request
BC Acquisition Company, Inc.
157 N Getty

*Bryan
Carlson*

Pat's Roadhouse

old - Joey's Place

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from BC Acquisition Company, Inc., 157 N Getty, Muskegon, to transfer ownership of 2000 Class C-SDM licensed business with Dance, Entertainment, Outdoor Service (1 Area), Official Permit (Food), and 2 Bars from PFC Enterprises, L.L.C. BC Acquisition is also requesting an after hours permit to operate the restaurant for the sale of food.

Weekdays 2³⁰ - 7⁰⁰ AM

Sundays 2³⁰ AM - 12 Noon

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All Departments are recommending approval.

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

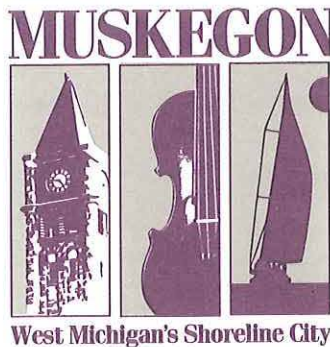
Police Dept.
231/724-6750
FAX/722-5140

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

Treasurer
231/724-6720
FAX/724-6768

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

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



June 12, 2001

To: The City Commission through the City Manager

From: Anthony L. Kleibecker
Anthony L. Kleibecker, Chief of Police

Re: Transfer of Ownership of Liquor License at 157 N Getty

The Muskegon Police Department has received a request from the Liquor Control Commission for an investigation concerning the transfer of the current license at 157 N Getty. The applicant is BC Acquisition Company, Inc.

They are requesting to transfer ownership of the current 2000 Class C-SDM licensed business with Dance/Entertainment Outdoor Service area (1 area), Official Permit (food) and two bars from PFC Enterprises, L.C.C. The applicant for this transfer is Brian Carlson, a white male, date of birth 8-23-61. He resides at 3248 Roosevelt Road in Muskegon.

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

TK/cmw

MEMO

To: Chief Tony Kleibecker

From: Det. Kurt Dykman

Date: 6-4-01

Re: Liquor License Transfer

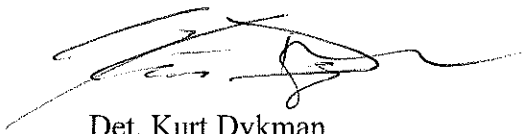
Chief Kleibecker,

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant BC Acquisition Company, Inc., 157 N. Getty, Muskegon MI 49442.

BC Acquisition INC is requesting transfer of 2000 Class C-SDM licensed business with Dance-Entertainment, Outdoor Service (1 area), Official Permit (food), and 2 Bars, from PFC Enterprises, L.C.C. The applicant for this transfer is Brian Carlson, W/M, 8-23-61 of 3248 Roosevelt Road, Muskegon MI 49441.

A check of MPD records and Criminal History showed no reason to deny this request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt Dykman', with a long horizontal flourish extending to the right.

Det. Kurt Dykman

data/common/BC

LIQUOR LICENSE REVIEW FORM

Business Name: BC Acquisition Company, Inc.AKA Business Name (if applicable): Currently Joey's Place (Pat's Roadhouse)Operator/Manager's Name: Bryan CarlsonBusiness Address: 157 N. Getty

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐Drop/Add Name on License ☐ Transfer Location ☐Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☒ Denied ☐ No Action Needed ☐Income Tax Approved ☐ Owing ☐ Amount: _____Treasurer Approved ☐ Owing ☐ Amount: _____Zoning Approved ☐ Denied ☐ Pending ZBA ☐Clerk's Approved ☐ Owing ☐ Amount: _____Fire/Inspection Services Compliance ☐ Remaining Defects _____Department Signature A. L. Schleuter 6-18-01Gail A. Kunder, City Clerk
Liquor License Coordinator

Michigan Department of Consumer & Industrial Services

LIQUOR CONTROL COMMISSION

7150 Harris Drive

P.O. Box 30005

Lansing, Michigan 48909-7505

POLICE INVESTIGATION REQUEST

[Authorized by MCL 436.1(4)]

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

Date: April 27, 2001

REF#: 124823

Chief Law Enforcement Officer

Applicant:

BC ACQUISITION COMPANY, INC. requests to transfer ownership of 2000 Class C-SDM licensed business with Dance-Entertainment Permit, Outdoor Service (1 area), Official Permit (Food), and 2 Bars, located at 157 N Getty, Muskegon MI 49442, Muskegon County, from PFC ENTERPRISES, L.L.C.

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

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

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

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

ljt

LC-1972 Rev. 6/92
4880-1658

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

RECEIVED
MAY 03 2001
City Clerks Office

J. J. H.
5-2-01

LOCAL APPROVAL NOTICE
(Authorized by MCL 436.1501(2) and MAC 1105(2)(d))

Req ID# 124823

Date: April 27, 2001

To: Muskegon City Commission
933 Terrace Street
PO Box 536
Muskegon MI 49443-0536

Applicant: BC ACQUISITION COMPANY, INC.

HOME ADDRESS AND PHONE NO:

Bryan Carlson, 3248 Roosevelt Road Apt X-1, Muskegon MI 49441 H (231) 780-5192

Local Legislative approval is required for new and transferring On-Premises licenses by MCL 436. 1501 of the Michigan Liquor Control Code of 1998. Local approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT OR TOPLESS ACTIVITY permits by authority of MCL 436.1916.

For your convenience a resolution form is enclosed that includes a description of the licensing transaction requiring approval. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the Liquor Control Commission as soon as possible.**

If you have any questions, please contact the On-Premise Section of the Licensing Division as (517) -322-1400.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN
TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

ljt

LIQUOR LICENSE REVIEW FORM

Business Name: BC Acquisition Company, Inc.AKA Business Name (if applicable): Currently Joey's Place (Pat's Roadhouse)Operator/Manager's Name: Bryan CarlsonBusiness Address: 157 N. Getty

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐Drop/Add Name on License ☐ Transfer Location ☐Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐Income Tax Approved ☐ Owing ☐ Amount: ☒ DENIED HAS NOT
PAID 4TH QTR 2001Treasurer Approved ☐ Owing ☐ Amount: _____Zoning Approved ☐ Denied ☐ Pending ZBA ☐Clerk's Approved ☐ Owing ☐ Amount: _____Fire/Inspection Compliance ☐ Remaining Defects _____
Services _____

Department Signature _____

Gail A. Kundering, City Clerk
Liquor License CoordinatorOK per
Ken Hunt
10-19-01

5-3-01

LIQUOR LICENSE REVIEW FORM

Business Name: BC Acquisition Company, Inc.

AKA Business Name (if applicable): Currently Joey's Place (Pat's Roadhouse)

Operator/Manager's Name: Bryan Carlson

Business Address: 157 N. Getty

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☒ Amount: \$1,257.92

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature *[Signature]* 5/4/01

Gail A. Kundering, City Clerk
Liquor License Coordinator

2000 DELINQUENT
PERSONAL PROPERTY
TAXES
PLUS DELINQUENT
REAL TAXES
PAYABLE AT
COUNTY.

OK
10-19-01

City of Muskegon
Treasurers Office
Muskegon, Michigan

101901 04:21:12pm
Business date: 102201

Cashier: 003 Entry: 3012668200
WATER/SEWER UTILITY
Customer Acct: 104005002

Total amount of bill:	149.73
PAYMENT TYPE AND AMOUNT:	
CASH	149.73
	.00
	.00
	.00
AMOUNT PAID:	160.00
CHANGE GIVEN:	10.27

CITY OF MUSKEGON

Charges and Payments Summary

Next Screen

Usage History

Chrgs/Pymt Hist

Balance by Util

Inquire EAP

Organization #	900	Bill Grp #			
Account #	104005002	Start at Date	110900	Owner	Route 104
Service Address	00157 GETTY ST				
Customer Name	PATS ROADHOUSE	Account Status	A	Date	22800
Mailing Address	04455 S DANGL RD MUSKEGON, MI 49444				
# of Units		Unit Name		# of Meters	1
Account Balance	149.73+	Current Charges	87.23+	Arrears	62.50+
Deposit Amount		Deposit Date		Comments	YES

Dtl	Charge Date	Due Date	Charge	Payment	EAP Payment	Description
☐	92401		8.72+			CHARGES
☐	73101	91201	87.23+			CHARGES
☐	62101		4.89+			CHARGES
☐	50101	61501	62.44+			CHARGES
☐	33001		13.55-	149.02-		PAYMENT & CHARGES
☐	21501	32601	135.47+			CHARGES
☐	121100			103.98-		PAYMENT
☐	110900	121800	103.98+			CHARGES

OK

RECEIVED LIQUOR LICENSE REVIEW FORM

MAY 2001 Business Name: BC Acquisition Company, Inc.

CITY OF ANCHORAGE REGIONAL BUSINESS Name (if applicable): Currently Joey's Place (Pat's Roadhouse)
PLANNING DEPARTMENT

Operator/Manager's Name: Bryan Carlson

Business Address: 157 N. Getty

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☒ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature Mike L. Carson

Gail A. Kunding, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: BC Acquisition Company, Inc.AKA Business Name (if applicable): Currently Joey's Place (Pat's Roadhouse)Operator/Manager's Name: Bryan CarlsonBusiness Address: 157 N. Getty

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐Drop/Add Name on License ☐ Transfer Location ☐Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐Income Tax Approved ☐ Owing ☐ Amount: _____Treasurer Approved ☐ Owing ☐ Amount: _____Zoning Approved ☐ Denied ☐ Pending ZBA ☐Clerk's Approved ☐ Owing ☐ Amount: _____Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature _____

Gail A. Kunderger, City Clerk
Liquor License Coordinator

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION

RESOLUTION

REQ ID# 124823

2001-126(a)

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

called to order by Mayor Nielsen on October 23, 2001 at 5:30 P.M.

The following resolution was offered:

Moved by Commissioner Schweifler and supported by Commissioner Spataro

That the request from BC ACQUISITION COMPANY, INC. to transfer ownership of 2000 Class C licensed business with Dance-Entertainment Permit, located at 157 N Getty, Muskegon MI 49442, Muskegon County, from PFC ENTERPRISES, L.L.C.

be considered for Approval
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: 7

Yeas: _____

Nays: 0

Nays: _____

Absent: 0

Absent: _____

It is the consensus of this legislative body that the application be:

Recommended for issuance
(Recommended or not Recommended)

State of Michigan _____)

§

County of Muskegon _____)

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

adopted by the City Commission at a Regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on October 23, 2001.
(Date)

SEAL

(Signed) Gail A. Kunderger
(Township, City or Village Clerk)

Gail A. Kunderger, City Clerk
933 Terrace, PO Box 536
(Mailing address of Township, City or Village)
Muskegon, MI 49443-0536

J.J.H. 5-2-01

POLICE INSPECTION REPORT ON LIQUOR LICENSE REQUEST

(Authorized by MCL 436.7a)

REQ ID# 124823

01-130
Michigan Department of Consumer & Industry Services
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505

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

BUSINESS NAME AND ADDRESS: (include zip code)

BC ACQUISITION COMPANY, INC., 157 N Getty, Muskegon MI 49442 Muskegon County

REQUEST FOR: Transfer ownership of 2000 Class C-SDM licensed business with Dance-Entertainment, Outdoor Service (1 area), Official Permit (Food), and 2 Bars, from PFC ENTERPRISES, L.L.C.

Section 1.

APPLICANT INFORMATION

APPLICANT #1:

BRYAN CARLSON

APPLICANT #2:

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

3248 Roosevelt Road Apt X-1
Muskegon MI 49441
H(231)780-5192/B(231)726-5041

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

DATE OF BIRTH: 8-23-61

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

- ☐ Does the applicant have permanent Resident Alien status?
☐ Yes ☐ No
☐ Does the applicant have a Visa? Enter status:

DATE OF BIRTH:

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

- ☐ Does the applicant have permanent Resident Alien status?
☐ Yes ☐ No
☐ Does the applicant have a Visa? Enter status:

Date fingerprinted:

Date fingerprinted:

Attach the fingerprint card and \$15.00 for each card and mail to the Liquor Control Commission.

ARREST RECORD: ☐ Felony ☐ Misdemeanor

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

ARREST RECORD: ☐ Felony ☐ Misdemeanor

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

Section 2.

Investigation of Business and Address to be Licensed

Can living quarters be reached from the inside of the establishment without going outside? ☐ Yes ☒ No

Does applicant intend to have dancing or entertainment?

☐ No ☒ Yes, complete LC-693N, Police Investigation Report: Dance/Entertainment Permit

Are gas pumps on the premises or directly adjacent? ☒ No ☐ Yes, explain relationship:

Section 3.

Local and State Codes and Ordinances, and General Recommendations

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No

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

Section 4.

Recommendation

From your investigation:

1. Is this applicant qualified to conduct this business if licensed? ☒ Yes ☐ No
2. Is the proposed location satisfactory for this business? ☒ Yes ☐ No
3. Should this request be granted by the Commission? ☒ Yes ☐ No
4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

Signature (Sheriff or Chief of Police)

Date



J. J. H. 5-2-01
LOCAL LAW ENFORCEMENT AGENCY REPORT

DANCE/ENTERTAINMENT/TOPLESS ACTIVITY PERMIT
(Authorized by MCL 436.1916)

BC ACQUISITION COMPANY, INC.

APPLICANT/LICENSEE

PHONE NUMBER

157 N Getty
STREET ADDRESS

Muskegon
CITY

Muskegon
TOWNSHIP

Muskegon 49442
COUNTY ZIP

PERMIT(S) REQUESTED: DANCE ☒ ENTERTAINMENT ☒ TOPLESS ACTIVITY ☐

1. The dance floor will not be less than 100 square feet, is clearly marked and well defined when there is dancing by customers. YES ☒ NO ☐ N/A ☐
2. Describe the type of entertainment applicant/licensee will provide: N/A ☐ MUSIC/DANCE ☐
3. Will this entertainment include topless activity? YES ☐ NO ☒ N/A ☐

LAW ENFORCEMENT RECOMMENDATION

DANCE PERMIT	YES ☒	NO ☐	N/A ☐
ENTERTAINMENT PERMIT	YES ☒	NO ☐	N/A ☐
TOPLESS ACTIVITY PERMIT	YES ☐	NO ☒	N/A ☐

REMARKS:

6-4-01
DATE SUBMITTED

A. L. Kleber
OFFICER'S SIGNATURE

MUSKEGON POLICE DEPARTMENT
DEPARTMENT NAME

231. 724-6750
PHONE NUMBER

980 Jefferson Ave.
ADDRESS

Muskegon
CITY

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: <i>Liquor Control Commission</i> <i>7150 Harris</i> <i>PO Box 30005</i> <i>Lansing, MI 48909-7505</i>	A. Received by (Please Print Clearly) _____ B. Date of Delivery _____	
	C. Signature _____ ☒ Agent ☐ Addressee	
	D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below: _____	
	Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. Restricted Delivery? (Extra Fee) ☐ Yes	
Article Number (Copy from service label) <i>7000 0520 0013 9676 0583</i>		

Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

REF: #124823
157 N Getty
Muskegon, MI 49442

To Whom It May Concern:

Enclosed is the resolution, police inspection report (LC-1800), print card, local law enforcement agency report, and difference in hours form for the liquor license change request mentioned above.

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

Sincerely,

Linda Potter

Linda Potter
Deputy Clerk

Enc.

Commission Meeting Date: October 23, 2001

Date: October 12, 2001
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development 
RE: Rezoning Request for City-Owned Property on Nolan St.

SUMMARY OF REQUEST:

Request to rezone property (surveyed as lots "A" through "G"), located on Nolan St., from R-1, Single-Family Residential and OSC, Open Space Conservation to entirely R-1, Single-Family Residential.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

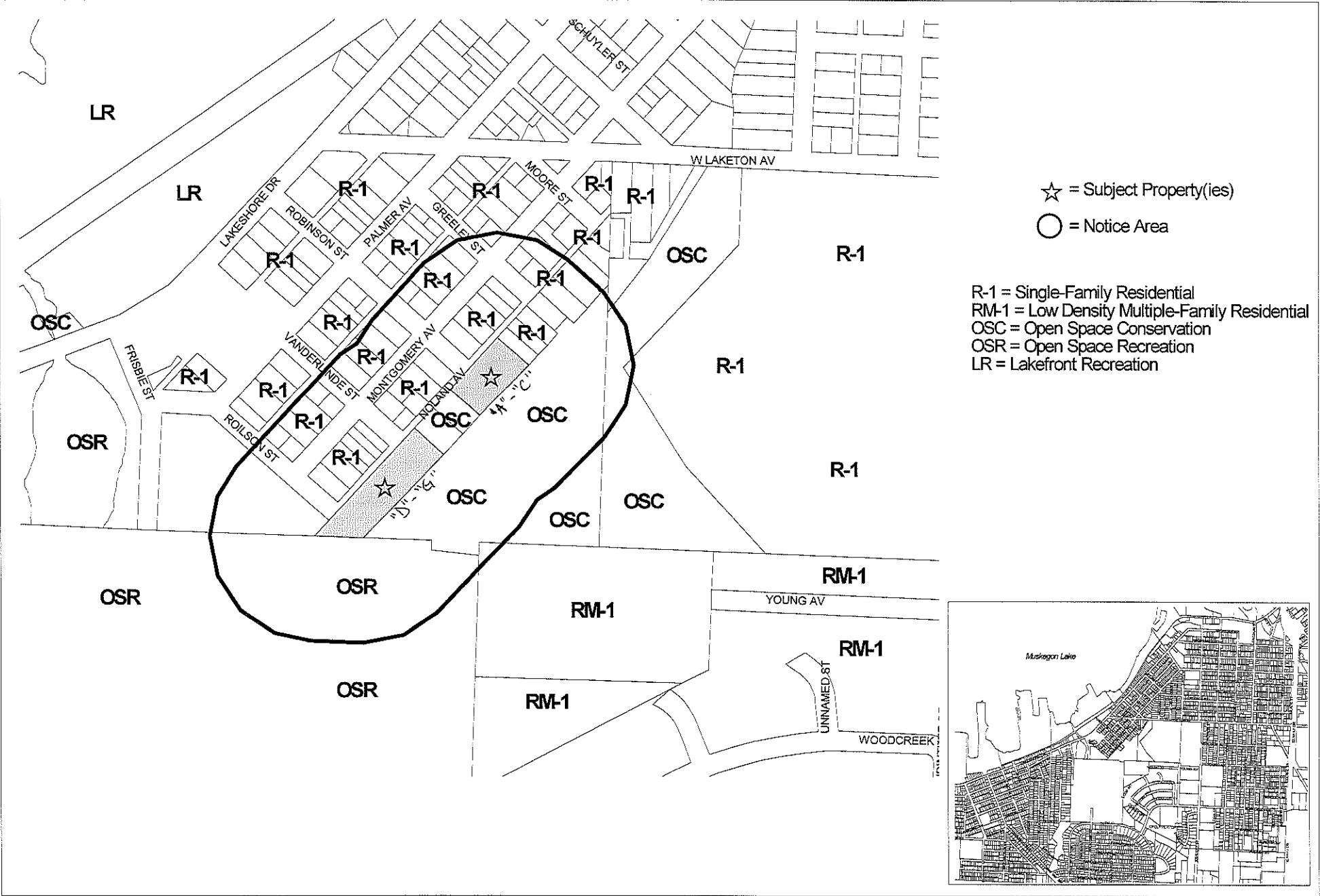
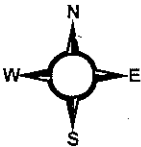
STAFF RECOMMENDATION:

Staff recommends approval of the request.

COMMITTEE RECOMMENDATION:

The Planning Commission separated the request into two portions. They recommended approval of rezoning lots "A" through "C" with a unanimous vote (L. Abraham, D. Coleman, and J. Aslakson absent). The motion to recommend approval to rezone lots "D" through "G" failed with B. Mazade and B. Smith voting yes and P. Sartorius, M. Kleaveland, P. Veltkamp and F. Nielsen voting no. The concerns raised by the Planning Commission included topography, preserving existing open space, access to new homes, proceeds from the sale not being dedicated to other parkland or open space, and the impact of new development on the Ruddiman Creek watershed.

City of Muskegon
Planning Commission
Case #2001-29



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

August 16, 2001

Hearing; Case 2001-29: Staff-initiated request to rezone City-owned property located on Nolan St., between Roilson and Greeley Streets, from R-1, Single-Family Residential and OSC, Open Space Conservation to entirely R-1, Single-Family Residential.

BACKGROUND

Applicant: City of Muskegon

Address/Location of Subject Property: Nolan St., between Roilson and Greeley Streets

Current Use: Vacant

Current Zoning: R-1, Single-Family Residential and OSC, Open Space Conservation

Proposed Zoning: R-1, Single-Family Residential

STAFF OBSERVATIONS

1. The subject property is a portion of a large piece of property, owned by the City, located north of McGraft Park, south of Laketon Ave., and encompassing a portion of Ruddiman Creek. The property contains some frontage along Nolan Ave., which is the subject of this rezoning request (see map). ONLY the property shaded on the map is proposed for rezoning. The remainder of the property is intended to remain zoned as OSC, and is not part of this request (In this staff report, the phrase "subject lots" will refer to only the shaded portion of the map, which is intended for rezoning).
2. A small portion of the subject lots is already zoned R-1, while the rest is zoned OSC. Since staff is unsure about where the zoning boundary was intended to be between the two, staff is proposing to rezone all of the subject lots in order to make sure that all of the lots are included.
3. Historically, staff has had interest in this property for single-family homes, but due to the zoning has turned potential developers away. During this past winter, after another inquiry, staff sat down to determine the feasibility of developing the area for single-family homes. The proposal to sell these properties was also presented to the City Commission at a working session. The Commission gave direction to staff to proceed.
4. The property has since been surveyed and staff has determined the boundaries for 7 residential lots to be split off of the total property. These 7 lots are shown on the enclosed survey and labeled as "A" through "G". Only these 7 lots are the subject of this rezoning request.

5. Lots "A" through "C" are located between existing single-family homes and contain approx. 80 feet of frontage each. Lots "D" through "G" are located between an existing single-family home, and the Ruddiman Creek Lagoon. Three of these lots contain 95 feet of frontage and the fourth lot, "G", contains 192 feet of frontage. The reason for this is that the zoning ordinance requires all legal lots in R-1 districts to contain at least 50 feet of frontage on a public road and to have at least 6,000 square feet. If lot "G" were to be split, the southernmost portion would be triangular shaped and would not be a legal lot.
6. The subject lots front on Nolan St., which is a narrow City street running south of Laketon and north of Ruddiman Creek. There is a steep drop-off behind the lots. The lots to the north have more flat area before dropping off than the southern lots do. However, staff believes that homes with walk-out basements would fit on the lots very nicely.
7. There are existing homes on this side of Nolan St., to the north of lot "A" and there are two existing homes on this side of Nolan St., in between lots "C" and "D". There are existing homes along the opposite side of Nolan St., although several of these front on the side streets instead of Nolan St.
8. The Future Land Use Map shows the subject property to be Open Space and Woodlands.
9. The Master Land Use Plan does not speak specifically to the subject property. Most of the subject lots are located in Sub-Area 10, with a small portion in Sub-Area 6. The Master Land Use Plan states:
 - ◆ (Sub-Area 10) The interior portion, and a majority of the sub-area is comprised of low to moderately valued single-family homes. Housing and site condition are generally good with minor instances of blocks in need of significant enhancement. The southwestern portion of the area links with the Ruddiman Lagoon.
 - ◆ (Sub-Area 6) Ruddiman Creek and Ruddiman Lagoon traverse the western rim of the sub-area. These natural features markedly enhance the sub-area's attractiveness and are important elements to the local quality of life. Ruddiman Lagoon empties into nearby Muskegon Lake. The creek and lagoon are closely associated with McGraft Park...
 - ◆ (Sub-Area 6) Ruddiman Creek and Ruddiman Lagoon are subject to deterioration due to the influence of surrounding development.
10. The Master Plan recommends for this sub-area:
 - ◆ (Sub-Area 10) Focus housing/site rehabilitation efforts on those blocks identified as exhibiting a need.
 - ◆ (Sub-Area 6) Prepare and implement a comprehensive management plan for Ruddiman Creek and Ruddiman Lagoon. Utilize an environmental corridor overlay zone (as part of the zoning ordinance) to provide additional resource protection.
11. Staff is currently having the subject lots appraised in order to determine their value. The next step in the process, if the rezoning is approved, will be to put out a Request for Proposals to solicit proposals from potential developers of any or all of the lots.

ORDINANCE EXCERPTS

(See Case #2001-27 above for the R-1, Single-Family Residential excerpt)

ARTICLE XVI - OSC OPEN SPACE CONSERVATION DISTRICTS

PREAMBLE

The OSC Open Space Conservation Districts are intended to provide for permanent open spaces in the community, and the protection of sand dunes and other natural features, and are designed to provide undeveloped recreational areas and to safeguard the health, safety, and welfare of the citizens of Muskegon and adjacent areas by limiting development in locations where police and fire protection, protection against flooding by high water table or storm water, and dangers from excessive erosion are not possible without excessive costs to the City.

SECTION 1600: PRINCIPAL USES PERMITTED

In the OSC Open Space Conservation District, no building or land shall be used and no building shall be erected, structurally altered, or occupied except for one (1) or more of the following specified uses, unless otherwise provided in this Ordinance.

1. Fishing docks and piers.
2. Hiking, bicycling, jogging, or ski trails.
3. Wildlife preserves or refuge structures.
4. Watershed or erosion protection facilities.
5. Uses similar to the above Principal Uses Permitted.

SECTION 1601: SPECIAL LAND USES PERMITTED

The following uses, and their accessory buildings and accessory uses, shall be permitted under the purview of Section 2332 after review and approval of the use (and a site plan, if required) by the Planning Commission, after Public Hearing, subject to the applicable conditions, and any other reasonable conditions imposed by the Planning Commission:

1. Public and private utilities and services.
2. Accessory buildings and accessory uses customarily incidental to the above Special Land Uses Permitted.
3. Uses similar to the above Special Land Uses Permitted.
4. Parking areas for Principal Uses.

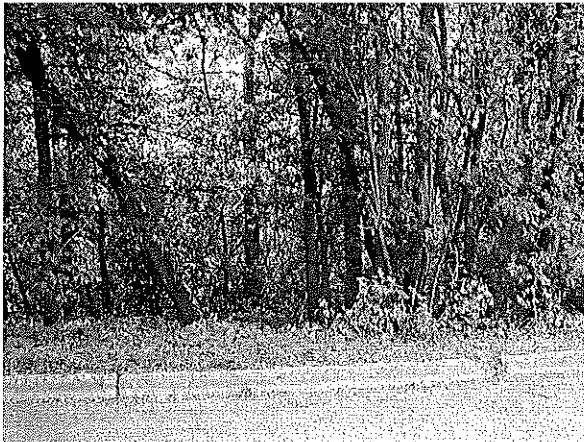
SECTION 1602: PLANNED UNIT DEVELOPMENTS

...

SECTION 1603: AREA AND BULK REQUIREMENTS [amended 4/00]

...

PHOTOS



DELIBERATION

Criteria-based questions typically asked during a rezoning include:

1. **What**, if any, identifiable **conditions** related to the petition **have changed** which **justify** the petitioned **change in zoning**.
2. **What** are the **precedents** and the **possible effects** of precedent which **might result from the approval or denial** of the petition.
3. What is the **impact** of the amendment on the ability of the city to provide **adequate public services and facilities and/or programs** that might reasonably be required in the future if the petition is approved.
4. Does the petitioned zoning change adversely affect the environmental conditions or value of the surrounding property.
5. Does the petitioned zoning change generally **comply with the adopted Future Land Use Plan of the City**.

6. Are there any **significant negative environmental impacts** which would reasonably occur if the petitioned zoning change and resulting allowed structures were built such as:
- a. **Surface water** drainage problems
 - b. **Waste water** disposal problems
 - c. Adverse effect on surface or subsurface **water quality**
 - d. The **loss of valuable natural resources** such as **forest, wetland, historic sites, or wildlife areas.**

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2058

An ordinance to amend the zoning map of the City to provide for a zone change for certain property from R-1 "Single-Family Residential," and OSC "Open Space Conservation" to entirely R-1 "Single-Family Residential"

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning of the following described property from R-1 "Single-Family Residential" and OSC "Open Space Conservation", to entirely R-1 "Single-Family Residential":

PARCEL A

THAT PART OF LOT 7, BLOCK 543 OF THE 1903 REVISED PLAT, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 7 OF BLOCK 543; THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF NOLAN STREET, A DISTANCE OF 142.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 50 DEGREES 18 MINUTES 40 SECONDS EAST, ALONG A FOUND MONUMENTED LINE, A DISTANCE OF 140.00 FEET; THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 79.59 FEET; THENCE NORTH 50 DEGREES 18 MINUTES 40 SECONDS WEST, A DISTANCE OF 140.00 FEET TO THE SOUTHEASTERLY LINE OF NOLAN STREET; THENCE NORTH 39 DEGREES 46 MINUTES 55 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF NOLAN STREET, A DISTANCE OF 79.95 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 11,142 SQUARE FEET AND IS TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OR RESERVATIONS OF RECORD OR APPARENT THEREOF.

PARCEL B

THAT PART OF LOT 7, BLOCK 543 OF THE 1903 REVISED PLAT, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 7 OF BLOCK 543; THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF NOLAN STREET, A DISTANCE OF 221.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 50 DEGREES 18 MINUTES 40 SECONDS EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 50 DEGREES 18 MINUTES 40 SECONDS WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 39 DEGREES 46 MINUTES 55 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF NOLAN STREET, A DISTANCE OF 80.00 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 11,200 SQUARE FEET AND IS TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OR RESERVATIONS OF RECORD OR APPARENT THEREOF.

PARCEL C

THAT PART OF LOT 7, BLOCK 543 OF THE 1903 REVISED PLAT, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 7 OF BLOCK 543; THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS WEST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF NOLAN STREET, A DISTANCE OF 301.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 50 DEGREES 18 MINUTES 40 SECONDS EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 80.01 FEET; THENCE NORTH 50 DEGREES 18 MINUTES 24 SECONDS WEST ALONG A FOUND MONUMENTED LINE, A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF NOLAN STREET, BEING A DEED DISTANCE OF 382.00 FEET FROM THE NORTHWEST CORNER OF LOT 7 (MEASURED 381.59'); THENCE NORTH 39 DEGREES 46 MINUTES 55 SECONDS EAST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF NOLAN STREET, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 11,200 SQUARE FEET AND IS TOGETHER WITH THE SUBJECT TO ANY EASEMENTS OR RESERVATIONS OF RECORD OR APPARENT THEREOF.

This ordinance adopted:

Ayes: Buie, Nielsen, Schweifler, Shepherd, Spataro, Aslakson, Benedict

Nayes: None

Adoption Date: October 23, 2001

Effective Date: November 8, 2001

First Reading: October 23, 2001

Second Reading: N/A

CITY OF MUSKEGON

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

Ordinance #2058
CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 23rd day of October, 2001, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: October 23, 2001.



Gail Kunding, CMC/AAE
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on October 23, 2001, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning of the following property from R-1 "Single-Family Residential" and OSC "Open Space Conservation", to entirely R-1 "Single-Family Residential"

PARCEL A

THAT PART OF LOT 7, BLOCK 543 OF THE 1903 REVISED PLAT, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 7 OF BLOCK 543; THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF NOLAN STREET, A DISTANCE OF 142.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 50 DEGREES 18 MINUTES 40 SECONDS EAST, ALONG A FOUND MONUMENTED LINE, A DISTANCE OF 140.00 FEET; THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 79.59 FEET; THENCE NORTH 50 DEGREES 18 MINUTES 40 SECONDS WEST, A DISTANCE OF 140.00 FEET TO THE SOUTHEASTERLY LINE OF NOLAN STREET; THENCE NORTH 39 DEGREES 46 MINUTES 55 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF NOLAN STREET, A DISTANCE OF 79.95 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 11,142 SQUARE FEET AND IS TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OR RESERVATIONS OF RECORD OR APPARENT THEREOF.

PARCEL B

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PARCEL C

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SOUTH 50 DEGREES 18 MINUTES 40 SECONDS EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 80.01 FEET; THENCE NORTH 50 DEGREES 18 MINUTES 24 SECONDS WEST ALONG A FOUND MONUMENTED LINE, A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF NOLAN STREET, BEING A DEED DISTANCE OF 382.00 FEET FROM THE NORTHWEST CORNER OF LOT 7 (MEASURED 381.59'); THENCE NORTH 39 DEGREES 46 MINUTES 55 SECONDS EAST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF NOLAN STREET, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 11,200 SQUARE FEET AND IS TOGETHER WITH THE SUBJECT TO ANY EASEMENTS OR RESERVATIONS OF RECORD OR APPARENT THEREOF.

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

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

Published 10-29, 2001

CITY OF MUSKEGON

By _____
Gail A. Kunding
Its Clerk

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

Account No. 101-80400-5354

Date: **October 16, 2001**
To: **Honorable Mayor and City Commissioners**
From: **Melissa Jacobsen** *M. Jacobsen*
RE: **Marina Electrical Bid Approval/Contract A**

SUMMARY OF REQUEST:

To approve Prince Bridge & Marine as the contractor for the sheet pile bulkhead repairs at Hartshorn Marina as part of the Electrical Project.

FINANCIAL IMPACT:

\$134,702.95 with a 50% local match required by the City of Muskegon.

BUDGET ACTION REQUIRED:

Already projected in the 2002 budget.

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

None

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

Inspection Services
231/724-6715
FAX/726-2501

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

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

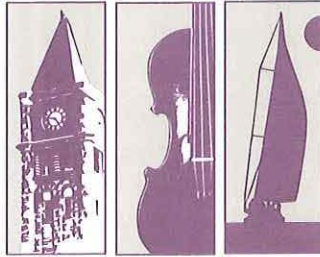
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

Date: October 16, 2001

To: Honorable Mayor and City Commissioners

From: Melissa Jacobsen

Re: Marina Electrical Bid Approval/Contract A

On Tuesday, October 16, five bids were received for the electrical upgrades to Hartshorn Marina. Bids are as follows:

Prince Bridge & Marine, \$134,702.95

Alstrom Construction, \$204,333.00

J.E. Kloote Const, \$197,789.00

Anlaan Corp, \$238,309.00

Diversified Contractors, \$298,999.99

I am requesting your approval of the bid from Prince Bridge & Marine to provide sheet pile bulkhead repairs at Hartshorn Marina as part of the Emergency Electrical Project that is taking place this fall.

The cost of the service is \$134,702.95 with a 50% local match required by the City of Muskegon. Total financial impact for the City will be \$67,351.48. The other 50% is funded by The Department of Natural Resources.

Thank you for your consideration.

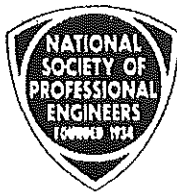
This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and



Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General



Contractors of America

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The suggested language for instructions of bidders contained in the Guide to the Preparation of Instructions to Bidders (No. 1910-12, 1996 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). See also Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition).

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between the City of Muskegon

(hereinafter called OWNER) and Prince Bridge and Marine, LTD.

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Contract A – Sheet Pile Bulkhead Repairs

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Hartshorn Marina Renovation Project

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Abonmarche Consultants, Inc.
95 West Main Street
Benton Harbor, MI 49022

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The work of removals shall be completed by November 15, 2001 so as not to impede other contractors on the project, with the remainder of the work being completed by April 6, 2002.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 1,000 for each day that expires after the time specified in paragraph 4.02 for removals until the removals are complete, and \$ 2,000 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 90 % of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 0 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 200 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 6 % per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);
2. General Conditions (pages 00700 - 1 to 00700 - 44, inclusive);
3. Supplementary Conditions (pages 00800 - 1 to 00800 - 4, inclusive);
4. Specifications as listed in the table of contents of the Project Manual;
5. Drawings consisting of a cover sheet and sheets numbered 1 through 6, inclusive, with each sheet bearing the following general title: Hartshorn Marina Renovation Project;
6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

None

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

City of Muskegon

By: *David J. Nielsen*

[CORPORATE SEAL]

Attest *Dale A. Kundert*

Address for giving notices:

933 Terrace St.

Muskegon, Michigan 49443-0536

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: *Melissa Jacobson*

Title: *Recreation/Marina Supervisor*

Address: 933 Terrace St.

Muskegon, Michigan 49443-0536

Phone: 231-724-6705

Facsimile: 231-724-4178

CONTRACTOR:

Prince Bridge and Marine LTD.

By: *Kurt Betts*

[CORPORATE SEAL]

Attest *Chris Manning*

Address for giving notices:

PO Box 510

Grand Haven, Michigan 49417

License No. _____

(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Prince Bridge and Marine, LTD.

Title: _____

Address: PO Box 510

Grand Haven, Michigan 49417

Phone: 616-846-0660

Facsimile: 616-846-0696

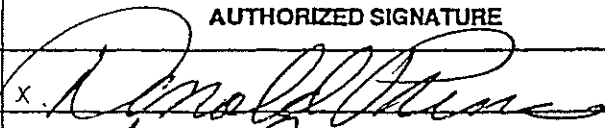
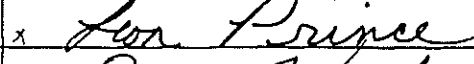
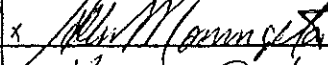
PERSONS AUTHORIZED TO EXECUTE CONTRACTS

All partners must sign contracts, unless a power of attorney modifying this is supplied.
In case of a corporation, only those signatures listed below will be accepted.

The following persons are duly authorized to execute contracts and related documents on behalf of:

NAME OF BIDDER	PRINCE BRIDGE & MARINE, LTD
----------------	-----------------------------

NOTE: In addition, CORPORATIONS shall complete the Certificate of
Secretary listing those persons authorized to execute contracts.

NAME Print or Type Must correspond with authorized legal signature	AUTHORIZED SIGNATURE	DATE
DONALD PRINCE	x 	4/30/01
LEON PRINCE	x 	4/30/01
DENNES VUGTEVEEN	x 	4/30/01
ALLEN MORNINGSTAR	x 	4/30/01
KEVIN BEKUS	x 	4/30/01

EQUAL EMPLOYMENT OPPORTUNITY/EQUAL ACCESS PROGRAM

The bidder named below has initiated and intends to continue an equal employment opportunity policy designed to eliminate any discrimination in employment because of religion, race, color, national origin, age, sex, marital status, physical or mental handicap, height, weight or arrest record.

The bidder named below will not discriminate in providing its programs or services to the public because of religion, race, color, national origin, age, sex, marital status or physical or mental handicap. The bidder will also provide reasonable accommodation to the needs of individuals with disabilities consistent with state and federal law.

NAME OF BIDDER	PRINCE BRIDGE & MARINE, LTD.
----------------	------------------------------

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Bond # 54-126885

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Prince Bridge and Marine, LTD
13844 172nd Ave
Grand Haven, MI, 49417

SURETY (Name and Principal Place of Business):

United Fire and Casualty Company
118 Second Avenue S.E.
Cedar Rapids, IA 52407

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT

Date:

Amount: ***\$134,702.95 (One Hundred Thirty Four Thousand Seven Hundred Two And 95/100's)

Description (Name and Location):

**City of Muskegon Hartshorn Marina Renovation Project-Contract A;
Sheet Pile Bulkhead Repairs.**

BOND

Date (Not earlier than Construction Contract Date): **11/05/01**

Amount: ***\$134,702.95 (One Hundred Thirty Four Thousand Seven Hundred Two And 95/100's)

Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Prince Bridge and Marine, LTD

Signature: Kevin Bekius

Name and Title: Kevin Bekius, Engineer

SURETY

Company: (Corporate Seal)

United Fire and Casualty Company

Signature: Denise A. Madden

Name and Title:

Denise A. Madden, Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Abonmarche Consultants, Inc.
212 S. Harbor Drive #301, Grand
Haven, MI 49417

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner

and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Bond # 54-126885

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Prince Bridge and Marine, LTD
13844 172nd Ave
Grand Haven, MI, 49417

SURETY (Name and Principal Place of Business):

United Fire and Casualty Company
118 Second Avenue S.E.
Cedar Rapids, IA 52407

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT

Date:

Amount: ***\$134,702.95 (One Hundred Thirty Four Thousand Seven Hundred Two And 95/100's)

Description (Name and Location):

**City of Muskegon Hartshorn Marina Renovation Project-Contract A;
Sheet Pile Bulkhead Repairs.**

BOND

Date (Not earlier than Construction Contract Date): **11/05/01**

Amount: ***\$134,702.95 (One Hundred Thirty Four Thousand Seven Hundred Two And 95/100's)

Modifications to this Bond:

☐ None

☒ See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Prince Bridge and Marine, LTD

Signature: Kevin Bekius

Name and Title: Kevin Bekius, Engineer

SURETY

Company: (Corporate Seal)

United Fire and Casualty Company

Signature: Denise A. Madden

Name and Title:

Denise A. Madden, Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Abonmarche Consultants, Inc.

212 S. Harbor Drive #301, Grand Haven, MI
49417

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for the use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that

are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: an individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract.



UNITED FIRE & CASUALTY COMPANY

HOME OFFICE - CEDAR RAPIDS, IOWA

CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint D.A. VALENTI, OR ROBERT TROBEC, OR DENISE A. MADDEN, OR KATHLEEN M. IRELAN, IAN J. DONALD, ALL INDIVIDUALLY

of 6054 LIVERNOIS TROY MI 48098

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: ANY AND ALL BONDS

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire FEBRUARY 28th 2003 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings."

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company, may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its assistant vice president and its corporate seal to be hereto affixed this 28th day of FEBRUARY A.D. 2001



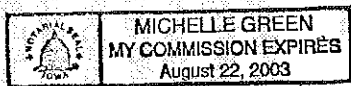
UNITED FIRE & CASUALTY COMPANY

By

Jeffrey A. Chapin
Assistant Vice President

State of Iowa, County of Linn, ss:

On this 28th day of FEBRUARY 2001, before me personally came JEFFREY A. CHAPIN to me known, who being by me duly sworn, did depose and say: that he resides in Cedar Rapids, State of Iowa; that he is an Assistant Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporated seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Michelle Green
Notary Public

My commission expires AUGUST 22 2003

CERTIFICATION

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 5th day of November 20 01



[Signature]
Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/05/2001

PRODUCER (248)828-3377 FAX (248)828-3741

Valenti, Trobec, Chandler, Inc.

6054 Livernois Avenue

Troy, MI 48098

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

INSURERS AFFORDING COVERAGE

INSURED Prince Bridge & Marine Ltd

Bane, L.L.C.

P & V Leasing, Inc.

P.O. Box 510

Grand Haven, MI 49417

INSURER A: ZURICH US

INSURER B: Make1 American Ins. Co.

INSURER C: Travelers Insurance

INSURER D:

INSURER E:

ORIGINAL

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GL03504448	04/01/2001	04/01/2002	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER:	BAP3504449	04/01/2001	04/01/2002		
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
B	☒ HIRED AUTOS	CUGA137901	04/01/2001	04/01/2002		
	☒ NON-OWNED AUTOS					
A	GARAGE LIABILITY	WC3504447	04/01/2001	04/01/2002	AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$ 6,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 6,000,000
	☐ DEDUCTIBLE					\$
C	☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000
	OTHER Inland Marine	QT660166J0969	04/01/2001	04/01/2002	Leased/Rented \$250,000 Limit	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional Insureds: City of Muskegon, Abonmarche Consultants, Inc. (Engineer) including respective officers, directors, partners, employees, agents & other consultants. The insurance afforded for the additional insureds is primary. RE: Project For City of Muskegon - Hartshorn Marina Renovation

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Del Valenti/V45

Date: October 16, 2001
To: Honorable Mayor and City Commissioners
From: Melissa Jacobsen 
RE: Marina Electrical Bid Approval/Contract B

SUMMARY OF REQUEST:

To approve DePree Electric as the contractor for the electrical rehabilitation at Hartshorn Marina as part of the Electrical Project.

FINANCIAL IMPACT:

\$70,695.00 with a 50% local match required by the City of Muskegon.

BUDGET ACTION REQUIRED:

Already projected in the 2002 budget.

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

None

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

Inspection Services
231/724-6715
FAX/726-2501

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

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

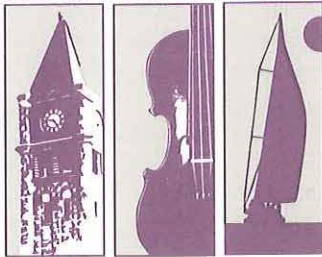
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

Date: October 16, 2001
To: Honorable Mayor and City Commissioners
From: Melissa Jacobsen
Re: Marina Electrical Bid Approval/Contract A

On Tuesday, October 16, two bids were received for electrical upgrades to Hartshorn Marina. Bids are as follows:

Depree Electric, \$70,695.00

Diversified Contractors, \$108,262.00

I am requesting your approval of the bid from DePree Electric to provide electrical rehabilitation at Hartshorn Marina as part of the Emergency Electrical Project that is taking place this fall.

The cost of the service is \$70,695.00 with a 50% local match required by the City of Muskegon. Total financial impact for the City will be \$35,347.50. The other 50% is funded by The Department of Natural Resources.

Thank you for your consideration.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and



Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by



The Associated General

Contractors of America

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The suggested language for instructions of bidders contained in the Guide to the Preparation of Instructions to Bidders (No. 1910-12, 1996 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). See also Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition).

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between the City of Muskegon
(hereinafter called OWNER) and De Pree Electric Company
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Contract B – Electrical Rehabilitation

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Hartshorn Marina Renovation Project

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Abonmarche Consultants, Inc.
95 West Main Street
Benton Harbor, MI 49022

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The work of removals shall be completed by November 15, 2001 so as not to impede other contractors on the project, with the remainder of the work being completed by April 6, 2002.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 1,000 for each day that expires after the time specified in paragraph 4.02 for removals until the removals are complete, and \$ 2,000 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 90 % of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 0 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 200 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 6 % per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

None

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

City of Muskegon

By: *[Signature]*

[CORPORATE SEAL]

Attest *[Signature]*

Address for giving notices:

933 Terrace St.

Muskegon, Michigan 49443-0536

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: *Melissa Jacobsen*

Title: *Recreation/Marina Supervisor*

Address: 933 Terrace St.

Muskegon, Michigan 49443-0536

Phone: 231-724-6705

Facsimile: 231-724-4178

CONTRACTOR:

De Pree Electric Company

By: *[Signature]*

[CORPORATE SEAL]

Attest *[Signature]*

Address for giving notices:

10787 Paw Paw Drive

Holland, Michigan 49424

License No. 60105840

(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: De Pree Electric Company

Title: *President*

Address: 10787 Paw Paw Drive

Holland, Michigan 49424

Phone: 616-772-5478

Facsimile: 616-772-6549

NOTICE OF AWARD

Dated

10/24/01

TO: De Pree Electric Company

ADDRESS: 10787 Paw Paw Drive, Holland, Michigan 49424

Phone: 616-772-5478 Fax: 616-772-6549

Contract: Contract B: Electrical Rehabilitation

Project: Hartshorn Marina - Muskegon, Michigan

OWNER's Contract No. Contract B

You are notified that your Bid dated October 16, 2001, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for Contract B: Electrical Rehabilitation and Alternate Bid C

The Contract Price of your Contract is Seventy Thousand Six Hundred Ninety-One Dollars and 08-100, Dollars (\$ 70,691.08).

3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. 6 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the OWNER 3 fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature on 00500 - 7].

2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders, the General Conditions and the Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

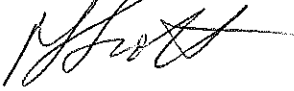
Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

City of Muskegon
(OWNER)

By:

[Signature]
(AUTHORIZED SIGNATURE)

Director of Leisure Services
(TITLE)

Date: October 19, 2001
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Reese Building Professional Services Bids

SUMMARY OF REQUEST:

To award a contract to M. C. Smith and Associates for the design and Construction oversight for the Reese Field Maintenance Restroom building

FINANCIAL IMPACT:

\$10,350

BUDGET ACTION REQUIRED:

None, included in the 2002 budget

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

Inspection Services
231/724-6715
FAX/726-2501

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

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

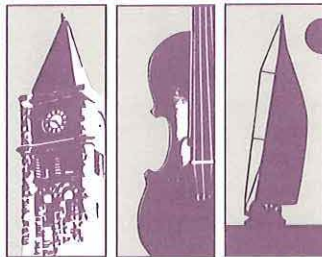
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

Date: October 16, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott *RS*

Re: Reese Building Professional Services Bids

Within the 2002 budget is included \$150,000 for the construction of a maintenance/Restroom building for Reese Field. On Tuesday, October 16 four bids were received to provide professional services to design and oversee the construction of the building. The bids received were as follows:

Gove Associates	\$10,030
Hooker DeJong	\$15,000
M. C. Smith	\$10,350
Isaac V. Norris & Asso.	\$ 9,750

A thorough review of the bid documents shows that the low bidder, Isaac Norris & Associates has not done extensive parks work. He was not one of the companies pre-qualified, and staff cannot recommend that he do the work.

The second low bidder, Gove Associates, did not include monies for a topographical survey or for soil borings. The third low bidder, M. C. Smith did not include the cost of bid documents for the bidders. The fourth bidder, Hooker was substantially higher than the other bids.

Based on all the above information, I am recommending that M. C. Smith be awarded the contract. Because they did include the topographical survey and the soil borings, which is going to more expensive than the printing, I believe they will be the lowest bid. We have worked with M. C. Smith many times in the past and are currently working with them on several projects.

Thank you for your consideration.

Date: October 23, 2001

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: RFP for Investment Management Services

SUMMARY OF REQUEST: RFP's were recently solicited to determine whether the use of an outside professional money manager made sense for the City of Muskegon. Based on a review of proposals received, staff is recommending that MBIA Investors Service Corporation be selected to manage the city's operating funds portfolio.

FINANCIAL IMPACT: Staff believes that an outside investment management advisor will add value to the city's investment returns by having a professional money manager focus on investment decision-making and by freeing up internal staff time to focus on other areas of cash management that can increase the total amount available for investment.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the attached contract subject to finalization and review by the city attorney.

COMMITTEE RECOMMENDATION: None.

Memo

To: City Commission City Manager
From: Finance Director
Date: October 17, 2001
Re: RFP for Investment Management Services

For many years, cities have hired outside professional investment advisors for management of their pension fund and other long-term assets but traditionally have retained in-house investment control for shorter-term "operating" funds. However, in recent years the use of outside investment advisors for short-term operating funds has grown and has proven successful for many communities.

It is with this in mind that RFP's were recently solicited to determine whether the use of an outside professional money manager made sense for the City of Muskegon. Five proposals were received and are summarized as follows:

Name	Mgt. Fee	Fee on \$20M Portfolio	Selection Committee Ranking
Huntington Trust Investments	7.0bp	\$14,000	4
MBIA	14.0bp	\$28,000	1
Munder Capital Management	22.5bp	\$45,000	2
Fifth-Third Institutional Investment	15.0bp	\$30,000	3
National City Trust	10.0bp	\$20,000	5

The written proposals were reviewed and ranked by a selection committee comprised of the city manager, finance director, assistant finance director, and city treasurer. Additionally, Mr. Howard Pohl, who serves as an independent money manager consultant for the City's pension funds was asked to review and rank the proposals. Based on this initial review, the two top ranked firms (MBIA and Munder) were invited in for in-depth interviews with the selection committee. References for the two finalist firms were also carefully checked.

The basic question in determining whether or not an outside investment manager makes sense is "can the outside manager add value in the form of increased investment returns that is greater than the management fee charged?" To answer this, performance data was compared with actual returns for the city over the last several years:

	City Actual	MBIA	Munder Capital
Annual Fee for Managing \$20 Million Portfolio:	\$ -	\$ 28,000	\$ 45,000
In Basis Points (1 bp = 1/100 th of 1%)	-	14.00	22.50
Composite Portfolio Returns (before deducting fees):			
2000	5.93%	6.07%	6.54%
1999	5.25%	5.06%	5.36%
1998	5.59%	5.43%	5.77%
1997	5.64%	5.87%	5.65%
1996	5.71%	5.67%	5.53%
1995	5.12%	5.91%	6.14%

These figures indicate that moving to an outside investment manager will likely not result in *dramatically* increased investment returns. Net of fees, the City's actual performance is in the ballpark with the composite performance of the outside managers. On the other hand, comparing composite returns is tricky since differences in cashflow patterns, level of risk or multiple other factors can greatly impact overall returns.

In my judgement it is probable that a full-time professional money manager could add value to the city's investment returns in excess of the fee charged. I base this on my knowledge of the city's cashflow and the amount of time in-house staff is able to devote to investment matters. Also, I feel that by letting an outside manager focus on investment decisions, internal staff could focus more on *maximizing amounts available for investment* through improved collections and disbursements and more precise cashflow forecasting.

Further, based on the review of the proposals received, staff recommends that the city select MBIA to manage its short-term investment portfolio and that a 2-year contract be entered into. This will give adequate time for evaluation. (Note: The contract can be terminated at any time with a 30-day notice.) MBIA's proposal was judged superior for several reasons:

- Excellent references from other governments (including several in Michigan);
- Greater level of experience in dealing with municipal *operating* funds;

- Additional services included such as investment policy review and cashflow forecasting assistance;
- Lower fees;
- "Non-discretionary" form of contract which means City staff will be consulted on investment decisions;
- Inclusion of custodial bank costs within fee;

The City Attorney has reviewed and given legal approval to the proposed contract.

Please let me know if you have any questions.

Thank you.

MBIA MUNICIPAL INVESTORS SERVICE CORPORATION
Investment Advisory Agreement – Non-Discretionary

This Agreement, dated as of the 23rd day of October 2001 (the "Agreement"), is by and between MBIA Municipal Investors Service Corporation (the "Adviser") and the City of Muskegon (the "Client"). The parties agree as follows:

1. Appointment

The Client hereby appoints the Adviser as the investment adviser of those assets designated by the Client (the "Advisory Account").

2. Duties of the Adviser

The Adviser shall invest the assets of the Advisory Account as directed by the Client in accordance with the written investment objectives, policies and restrictions of the Client. The Client shall provide the Adviser with an initial Investment Policy or list of authorized investments, which shall be incorporated in Exhibit A.

The Adviser will provide to the Client monthly a written report detailing transactions for the period and an inventory of the investments in the Advisory Account. It is agreed that the Adviser, in the maintenance of records, does not assume responsibility for the accuracy of information furnished by the Client or any other person.

Any additional investment management services the Adviser shall provide to the Client are listed in Exhibit B.

3. Non-Discretionary Authority

It is agreed that decisions concerning investments subject to this agreement shall be made by the Client's authorized representative with the assistance of the Adviser. The approval of the Client is required prior to the execution of any investment transaction for the Advisory Account. The Adviser, when expressly instructed by the Client, will buy or sell securities and place orders for the execution of such transactions with or through such brokers, dealers, or issuers as the Adviser may select, subject to approval by the Client.

4. Changes in Investment Policies or Assets in the Account

The Client is required to notify the Adviser promptly in writing of any modifications to the investment objectives, policies or restrictions applicable to the Advisory Account. The Client agrees to notify the Adviser promptly of any withdrawal of securities from the Advisory Account initiated by the Client.

5. Allocation of Brokerage

When placing orders for the execution of transactions for the Advisory Account, the Adviser will take into consideration not only the available prices but also other relevant factors such as, without limitation, execution capabilities and safekeeping arrangements. The Adviser will exercise good faith in obtaining the best price and execution for each transaction for the Advisory Account.

6. Safekeeping and Custody

The adviser will not have custody or possession of the assets of the Advisory Account of the Client. The Client shall select and authorize a custodian bank or brokerage firm to hold the assets of the Advisory Account in safekeeping for the Client. As mutually agreed between the Adviser and the Client, fees charged for safekeeping the assets of the Advisory Account shall be paid by the Adviser as specified in the Fee Schedule in Exhibit C.

7. Fees

The compensation of the Adviser for its services under this Agreement shall be calculated and paid in accordance with the Fee Schedule in Exhibit C, as the same may be amended from time to time by mutual agreement of the Client and the Adviser.

8. Limitation of Liability

The Adviser will not be liable for any error in judgment or any acts or omissions to act except those resulting from the Adviser's gross negligence, willful misconduct or reckless disregard of its duties and obligations under this Agreement. Nothing herein shall in any way constitute a waiver or limitation of any right of any person under the federal and state securities laws.

9. Services to Other Clients

It is understood that the Adviser performs investment advisory services for other clients. The Client agrees that the Adviser may give advice and take action with respect to any of its other clients which may differ from advice given, or the timing, or nature of action taken, with respect to the Advisory Account.

10. Representations by the Client

The Client represents that the terms of this Agreement do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise, and that this Agreement has been duly authorized by appropriate action and is binding upon the Client in accordance with its terms.

11. Acknowledgment of Receipt of Brochure (Form ADV Part II)

The Client hereby acknowledges receipt of the Adviser's Brochure (Form ADV Part II) at least 48 hours prior to the date of execution of this Agreement in compliance with Rule 204-3 of the Investment Advisers Act of 1940 ("Act").

12. Notice

All notices and other communications shall be deemed effective when received, in writing, at the address appearing below. Receipt of written notice shall be presumed if mailed postpaid by registered or certified mail, return receipt requested. Each party shall be entitled to presume the correctness of such address until notified in writing to the contrary.

13. Termination; Assignment; Amendment

This Agreement may be terminated at any time by either party giving to the other at least thirty (30) days' prior notice of such termination confirmed in writing. If any fees have been paid in advance, the Adviser will refund to the Client a prorata share of the fee. No assignment, as that term is defined in the Act, of this Agreement shall be made by either party without the consent of the other. This Agreement may be amended or modified at any time by mutual agreement in writing.

14. Counterparts

This Agreement may be executed in two or more counterparts, each one of which shall be deemed to be an original.

15. Governing Law

To the extent federal law does not apply, this Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

16. Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the management of the Advisory Account. The Exhibits referenced herein are incorporated into the Agreement.

17. Term of the Agreement

The term of this Agreement shall be for two years from the date set forth above, following which it may be renewed for additional terms at the option of the Client and with the approval of the Adviser.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives as of the date first above written.

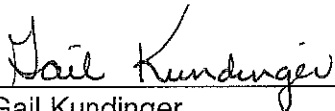
City of Muskegon

APPROVED BY:



Timothy J. Paul
Finance Director

ATTESTED TO BY:



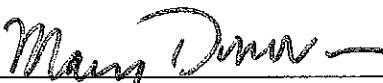
Gail Kunderger
City Clerk

ADDRESS:

933 Terrace Street
Post Office Box 536
Muskegon, MI 49443-0536

MBIA Municipal Investors Service Corporation

BY:



Mary Donovan, CFA
Vice President

ADDRESS:

1700 Broadway, Suite 2050
Denver, CO 80290

Exhibit A

Authorized Investments

Insert a copy of the Client's Investment Policy or a List of Authorized Investments that specifies the types of securities, maximum maturity, credit ratings, diversification or percent of portfolio limits, and any other specified guidelines.

Exhibit C

Fee Schedule for Investment Advisory Services

The annual fee for providing investment advisory services for the City of Muskegon is as follows:

<u>Assets</u>	<u>Annual Fee</u>
Up to \$20 million	14 basis points (.14%)
The next \$20 million	12 basis points (.12%)
Amounts over \$40 million	10 basis points (.10%)

The fees for investment advisory services are based on the average value (cost basis) of assets under management. A prorata portion of the annual fee (1/12) is billed each month based on the average asset value of the portfolio for the month. The fee shall be payable upon receipt of billing from the Adviser.

As mutually agreed between the Adviser and the Client, fees charged by Wells Fargo Brokerage Services for safekeeping the assets of the Advisory Account shall be paid by the Adviser. Costs for the safekeeping fees will not be deducted from the Advisory Account nor charged to the client as an additional fee.