CITY OF MUSKEGON

CITY COMMISSION MEETING

SEPTEMBER 12, 2017 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

AGENDA

- □ **CALL TO ORDER:**
- □ **PRAYER:**
- □ **PLEDGE OF ALLEGIANCE:**
- □ **ROLL CALL:**
- □ **HONORS AND AWARDS:**
- □ **INTRODUCTIONS/PRESENTATION:**

  A. **Presentation of 2017 Beautification Awards**
- □ **CITY MANAGER'S REPORT:**
- □ **CONSENT AGENDA:**

  B. **Approval of Minutes** City Clerk

  C. **Supplemental MERS Contribution** Finance

  D. **MERS Benefit Window** City Manager

  E. **Vinyl Siding Installer Contracts for Fiscal Year 2017** Community & Neighborhood Services Department

  F. **Vinyl Siding Supplier Contract for Fiscal Year 2017** Community & Neighborhood Services Department

  G. **Police Detective Vehicle** DPW/Equipment

  H. **Leaf Vac** DPW/Equipment

  I. **Water Main Purchase and Installation** Department of Public Works

  J. **Selection of the Consultants for the Imagine Muskegon Lake Plan** Planning & Economic Development

  K. **Fund Transfer** City Manager

L. **GVSU Affiliate Agreement** City Manager

□ **PUBLIC HEARINGS:**

A. **2016 Consolidated Annual Performance Evaluation Report (CAPER)** Community and Neighborhood Services Department

http://www.muskegon-mi.gov/cresources/Public%20Comment%20CAPER.pdf

B. **Amendments to the Downtown Development Plan and Tax Increment Finance Plan of the City of Muskegon** Planning & Economic Development

□ **COMMUNICATIONS:**

□ **UNFINISHED BUSINESS:**

□ **NEW BUSINESS:**

□ **ANY OTHER BUSINESS:**

□ **PUBLIC PARTICIPATION:**

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

□ **CLOSED SESSION:**

□ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: September 11, 2017

Here is a quick outline of the items on our agenda(s):

WORK SESSION

1. Presentation from WMSRDC regarding the progress in removing Muskegon Lake's designation as an Area of Concern.
2. Presentation from Downtown Muskegon Now regarding the renewal of the Downtown Business Improvement District.
3. Presentation on the Muskegon County Youth, Family, and Community Millage. The millage request will be on the November ballot.
4. Discussion regarding the televising of Commission meetings.
5. Closed Session for the purposes of collective bargaining.
6. Other Business.

REGULAR MEETING

1. Under Presentations, we will have one item:
   a. Beautification Award Presentations
2. Under the Consent Agenda, we are asking the Commission to consider the following:
   a. Approval of meeting minutes from the most-recent City Commission meeting.
   b. Approval of a supplemental contribution to the MERS Pension system to offset unfunded liabilities. The contribution will have no direct effect on our budget/spending, as the funds have already been expensed for pension needs. We expense these dollars with each payroll based on estimated required pension contributions. Over the past two years, approximately $379,000 has been expensed as part of bi-weekly payrolls, but not collected by MERS. Accordingly, we are seeking permission to formally send these excess dollars to MERS to help reduce our unfunded liabilities. At the time of our most-recent valuation, we had $90.9 Million in assets and $111 Million in liabilities (based on a 7.75% investment

return assumption). This supplemental payment will help reduce the $20 Million unfunded liability.

c. Approval of a defined benefit adoption agreement that would open a temporary benefit to allow employees with at least 25 years of services to retire at age 53 instead of the traditional age 55. The upfront cost for the benefit is less than $40,000, which can be recouped within two years if one or more eligible employees take advantage of the benefit.
d. Approval of our vinyl siding installer for fiscal year 2017.
e. Approval of our vinyl siding supplier for fiscal year 2017.
f. Approval of the purchase of a new administrative vehicle for the police department. The Chevrolet Impala will replace an older model vehicle in the fleet.
g. Approval of the purchase of a new leaf vacuum for the Public Works Department
h. Approval of the purchase and installation of water main to improve the quality and reliability of water in the effected service area. This is accomplished with the replacement of a dead-end water main section with a looped water main section.
i. Selection of consultants for the Imagine Muskegon Lake Plan, which is funded jointly by the City of Muskegon, the MEDC, and a number of generous partners.
j. Approval of a $1 Million transfer from the General Fund to the Public Improvement Fund. These funds are available from FY 2016-17. We had a number of departments come in under budget – most importantly, the Police Department was nearly $800,000 under budget. Additionally, income taxes rebounded nicely at the end of the fiscal year and permit fee revenue was higher than expected. Given the number of capital project needs that exist throughout the community, it makes the most fiscal sense to deposit the excess dollars here while we plan for the future. Known capital improvement needs include streets, cemetery, LC Walker Arena, various parks, Public Services Building, and City Hall. Other community-related capital/investment needs that exist include new/improved housing, land for industrial/business expansions, and potentially a parking structure in the downtown.
k. Approval of an affiliate agreement with GVSU. This agreement will allow Commissioner Warren to use her course work to benefit the community via her position on the City Commission.

3. Under Public Hearings, we will be take input on the following:
    a. The 2016 Consolidated Annual Performance Evaluation Report.
    b. Amendments to the City's DDA Plan and the Tax Increment Finance Plan. The goal of the amendment is to exclude certain properties from the DDA tax capture to help the DDA secure a positive cash flow. Absent any changes, it is likely that the DDA will capture no tax dollars in 2017, despite carrying more than $1 Million in

debt. The debt would then become the responsibility of the city's General Fund. Note that we are not amending the boundaries of the DDA – we are simply changing which properties within the DDA will be used for the calculation of tax capture.

Let me know if you have any questions/comments/concerns

Date: September 6, 2017

To: Honorable Mayor and City Commissioners

From: Ann Marie Meisch, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the August 22, 2017 Regular City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 22, 2017 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, July 25, 2017. Elder Holmes, Holy Trinity Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood, Commissioners Ken Johnson, Debra Warren, Byron Turnquist, Willie German, Jr., and Dan Rinsema-Sybenga, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

2017-68 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the July 25, 2017 Regular City Commission Meeting and the minutes of the August 7, 2017 Worksession Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Justice Assistance Grant Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission authorize the Director and the City Manager to enter into an agreement with the City of Muskegon Heights and Muskegon County in regards to the disbursement of the FY 2017 Justice Assistance Grant. It is further requested that the Mayor be authorized to sign the Memorandum of Understanding. Note that time is of the essence as this grant requires a governing body review period and the grant submission and the grant deadline is September 5.

Although the Bureau of Justice Assistance has designated us as being in a disparate funding situation due to the County providing more than 50 % of the jail facilities, our proposal is to keep the allocations exactly as they initially came down from the BJA which is as follows: County of Muskegon - $0; City of Muskegon - $24,226; and City of Muskegon Heights - $14,929. Note that BJA uses crime data versus population in making these allocation decisions.

The City of Muskegon portion is planned to be used in continuation of the manner in which the previous year's JAG funding was used which is for the prosecution of city ordinance cases dealing primarily with neighborhood issues.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of this request.

C. Frank's Taco Shack Concession Contract Department of Public Works

SUMMARY OF REQUEST: Staff is asking permission to enter into a seasonal contractual agreement, for 2017, with Frank Galindo of Frank's Taco Shack, at Pere Marquette Park, located within the City of Muskegon, to sell various items, as stated in their proposal, from a mobile concession.

FINANCIAL IMPACT: Concession revenue is 10% of gross receipts.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Enter into a season Concession/Business contractual agreement, for 2017, with Frank Galindo of Frank's Taco Shack.

D. City-MDOT Agreement; Laketon from Getty to Creston (H1706-123986A) Department of Public Works

SUMMARY OF REQUEST: Approve the contract with MDOT for the reconstruction of Laketon Avenue between Getty and Creston and approve the resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: MDOT's participation is limited to the approved federal funds of $1,160,000. The estimated total construction cost is $2.2 million plus engineering cost.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the contract and resolution authorizing the Mayor and Clerk to sign both.

E. Roof Replacement – Water Filtration Plant Administration Building Department of Public Works/Water Filtration

SUMMARY OF REQUEST: Authorize staff to enter into a roof replacement agreement at the Water Filtration Plant – Administration Building with Bob's

Roofing since they submitted the lowest responsible bid of $66,000.

FINANCIAL IMPACT: $66,000

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with Bob's Roofing for a cost of $66,000.

I. **<u>Adopt a Resolution Approving the Liquor License Application for Pigeon Hill Brewing Co., LLC as a Small Distiller at 500 W. Western Avenue</u>**
City Clerk

SUMMARY OF REQUEST: To adopt a resolution approving the liquor license application for Pigeon Hill Brewing Co., LLC as a Small Distiller at W. Western Avenue.

The primary purpose of seeking these licenses is to allow production of packaged cocktails. A cocktail in a can or a keg. Those kegs/cans would then be made available for sale throughout their distribution network. While some of the products could be made available in the taproom, there are no plans to turn the taproom into a cocktail bar or to add straight spirits to the menu.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Adopt a resolution approving the request of Pigeon Hill Brewing Co., LLC for a liquor license as a Small Distiller at 500 W. Western Avenue.

J. **<u>Certification of MERS Representative</u>** Finance

SUMMARY OF REQUEST: The MERS plan document provides that "the governing body for each municipality shall certify the names of two (2) delegates to the Annual Meeting. One delegate shall be a member who is an officer of the municipality appointed by the governing body of the municipality. The other delegate shall be a member who is not an officer of the municipality, elected by the member officer/employees of the municipality."

The City's employee units previously agreed to a rotating system (based on date of joining MERS) to select one official employee representative. This year the official employee representative attending the MERS conference will be Howard Usher from the 517M Union group.

It is recommended that Kenneth Grant (Assistant Finance Director) be designated as the City's employer delegate.

FINANCIAL IMPACT: Registration for the MERS conference in Detroit, MI is $250 per person, additionally, mileage, hotel and related costs will be incurred.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Certification of Kenneth Grant and Howard Usher to be the City's officer and employee delegates at the MERS annual meeting in Detroit September 21-22, 2017.

K. <u>Approval of a Neighborhood Enterprise Zone Certificate – 321 Terrace Point Circle</u> Planning & Economic Development

SUMMARY OF REQUEST: An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Kevin and Kim Durnell for the new construction of a home at 321 Terrace Point Circle. This unit is already under construction of the State Tax Commission allows applicants to apply for a certificate up to six (6) months after construction commences. Construction started in May with an estimated cost of $260,865. The applicant has met local and state requirements for the issuance of the NEZ certificate.

FINANCIAL IMPACT: Taxation will be 50% of the State average of new homes for the next 12 years.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the NEZ certificate.

Motion by Commissioner Warren, second by Commissioner German, to approve the consent agenda as presented, except items F, G, and H.

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

Nays: None

MOTION PASSES

2017-69 ITEMS REMOVED FROM THE CONSENT AGENDA:

F. <u>Consideration of Bids – City Hall Washing and Sealing</u> Department of Public Works – Engineering

SUMMARY OF REQUEST: Authorize staff to enter into an agreement with D.C. Byers out of Grand Rapids to wash, caulk and seal City Hall for a bid price of $67,147 since they submitted the lowest bid upon an on-site meeting with two contactors, the other bid was Helms Caulking for $76,250.

FINANCIAL IMPACT: $67,147

BUDGET ACTION REQUIRED: A budget adjustment needs to be made since the budgeted amount was only $30,000 in the 17/18 CIP under general fund.

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with D.C. Byers and authorize the necessary budget adjustment via the 1st quarter reforecast.

Motion by Commissioner Turnquist, second by Commissioner Rinsema-Sybenga, to authorize staff to enter into an agreement with D.C. Byers as per the proposal

and authorize the necessary budget adjustment via the 1st quarterly reforecast.

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

Nays: None

MOTION PASSES

G. <u>Approval of Building Contract for 1350 Eastwood Drive</u> Community and Neighborhood Services

SUMMARY OF REQUEST: To award the Building Contract for the rehabilitation of 1350 Eastwood Drive to TK Construction for the City of Muskegon's Homebuyers Program through CNS.

FINANCIAL IMPACT: The funding for this project has been secured with 2016 HOME funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To award TK Construction the rehabilitation contract for 1350 Eastwood Drive in the amount of $111,275.00 for the Community and Neighborhood Services Office.

Motion by Commissioner Turnquist, second by Commissioner Johnson, to award TK Construction the rehabilitation contract for 1350 Eastwood Drive in the amount of $111,275.00 for the Community and Neighborhood Services Office.

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

Nays: None

MOTION PASSES

H. <u>Adopt a Resolution Approving the Liquor License Application for Pigeon Hill Brewing Co., LLC as a Mixed Spirit Drink Manufacturer and Small Distiller at 441 W. Western</u> City Clerk

SUMMARY OF REQUEST: To adopt a resolution approving the liquor license application for Pigeon Hill Brewing Co., LLC as a Mixed Spirit Drink Manufacturer and Small Distiller at 441 W. Western Avenue.

The primary purpose of seeking these licenses is to allow production of packaged cocktails. A cocktail in a can or a keg. Those kegs/cans would then be made available for sale throughout their distribution network. While some of the products could be made available in the taproom, there are no plans to turn the taproom into a cocktail bar or to add straight spirits to the menu.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Adopt a resolution approving the request of Pigeon Hill Brewing Co., LLC for a liquor license as a Mixed Spirit Drink Manufacturer and Small Distiller at 441 W. Western Avenue.

Motion by Commissioner German, second by Commissioner Johnson, to adopt a resolution approving the request of Pigeon Hill Brewing Co., LLC for a liquor license as a Mixed Spirit Drink Manufacturer and Small Distiller at 441 W. Western Avenue.

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

Nays: None

MOTION PASSES

2017-70 PUBLIC HEARINGS:

A. <u>Request for the Establishment of an Industrial Development District at 700 Terrace Point Drive</u> Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, KLO Outdoor has requested the establishment of an Industrial Development District at 700 Terrace Point Drive. The company is in the process of moving its corporate offices to this location and plan on making significant upgrades to the real property. The establishment of the district will allow the company to become eligible for the Industrial Facilities Tax Abatements (IFT's).

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

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

PUBLIC HEARING COMMENCED: Mr. Harris of KL Outdoor addressed the City Commission. No other public comments were received.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Warren, to close the public hearing and establish the Industrial Development District.

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

Nays: None

MOTION PASSES

2017-71 NEW BUSINESS:

A. <u>Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following:</u>

1047 Wood Street

1826 Ray Street

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

FINANCIAL IMPACT: General Funds

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to concur with the Housing Board of Appeals decision to demolish 1047 Wood Street and 1826 Ray Street.

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

Nays: None

MOTION PASSES

B. <u>Approval to Purchase Property from the Michigan Department of Transportation</u> Planning & Economic Development

SUMMARY OF REQUEST: Staff is seeking approval to purchase a portion of lots one thru five and all of lots six and seven of Block 340 from MDOT. These lots are located between 8th and 9th Street and Webster and Muskegon. If approved, these lots will be combined with the portion of the lots that the City already owns, which would allow for development opportunities. This area is zoned Form Based Code, Urban Residential Context Area, which allows for residential homes between one and six units.

FINANCIAL IMPACT: The cost for all of the property is $7,700

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval to purchase the property.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to approve the purchase of property.

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

Nays: None

MOTION PASSES

C. Convention Center City Manager

SUMMARY OF REQUEST: In partnership with Muskegon County and Parkland Properties, the City of Muskegon is exploring the concept of constructing a downtown convention center, which will combine a hotel self-assessment with accommodation taxes to raise the funds to finance a convention center connected to the LC Walker Arena and the Holiday Inn. The City would likely be asked to carry the debt associated with the improvements, which could be as much as $15 Million. The debt payments would be paid with accommodation tax dollars, and would not affect the City's General Fund.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize City Manager to sign the Letter of Intent to enter into a partnership for the purposes of constructing a convention center in Downtown Muskegon.

Motion by Vice Mayor Hood, second by Commissioner Johnson, to authorize the City Manager to sign the Letter of Intent to enter into a partnership for the purposes of constructing a convention center in Downtown Muskegon.

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

Nays: None

MOTION PASSES

D. Sale of Parking Lot City Manager

ITEM REMOVED PER STAFF REQUEST

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 7:11 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC, City Clerk

Commission Meeting Date: September 12, 2017

Date: September 5, 2017

To: Honorable Mayor and City Commissioners

From: Finance

RE: Supplemental MERS Contribution

SUMMARY OF REQUEST: For the fiscal year that ended June 30, 2017, staff conservatively budgeted for pension costs. During the course of fiscal year 2016-17, changes were made to the Non Union group along with the Police Patrol and the SEIU group that lower the City's required payment costs. The amount the City was expensing each pay period for our pension costs was not adjusted, this created a surplus At this time staff believes it is appropriate to take this opportunity to make a $379,042.54 supplemental payment (above the actuarial computed amount) to MERS. This is money that the city would be required to pay to MERS eventually. Paying early, while the city is in a position do so, may help to ease some pressure on future city budgets.

FINANCIAL IMPACT: $379,042.54 supplemental payment to MERS. $379,042.54 will be paid from monies already set aside for MERS in the collector fund.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize staff to make a supplemental $206,831.82 payment to MERS no later than October 31, 2017.

AGENDA ITEM NO. _______________
CITY COMMISSION MEETING _________________________

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: September 6, 2017

RE: MERS Benefit Window

SUMMARY OF REQUEST:

Staff is requesting to open a F53(25) Benefit Window in Division 1 of the MERS Defined Benefit Pension Program. The traditional benefit in this division is F55(25). The window would allow division members to retire up to two years earlier than currently allowed. The Benefit Window would be open from September 1, 2017 through October 31, 2017. Two employees could become eligible at a total cost of $35,883.

FINANCIAL IMPACT:

$35,883

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve the MERS Defined Benefit Plan Adoption Agreement to include a temporary benefit of F53(25) from September 1, 2017 through October 31, 2017.

COMMITTEE RECOMMENDATION:

CBIZ Retirement Plan Services
CBIZ Benefits & Insurance Services, Inc.
17199 Laurel Park North. Ste. 405
Livonia, MI 48152
http://retirement.cbiz.com

August 17, 2017

City of Muskegon

In care of:
Municipal Employees Retirement System of Michigan
1134 Municipal Way
Lansing, Michigan 48917

Subject: Window Valuation for Muskegon, City of (6116), Division 01

Attached are the results of a supplemental valuation prepared for Muskegon, City of in order to determine the contributions necessary to support the following Benefit Program under the Municipal Employees Retirement System of Michigan, in accordance with Act. No. 427 of the Public Acts of 1984, as amended and the MERS' plan document as revised:

Division	Change in Benefit	Window Period
NonUnion Gen (Division 01)	F53(25)	09/01/2017 - 10/31/2017

This supplemental valuation is based upon a valuation date of October 31, 2017 for the window benefits. The window will be open for 2 months. The results in this report reflect the bridged benefits that were adopted on January 31, 2017.

This report may be provided to other interested parties only in its entirety and only with the prior permission of MERS and the municipality.

The attachments present the results of our cost analysis. **Please see the Important Comments**, immediately following this cover letter, for important information which is essential to understanding the results presented in this report.

Sincerely,

Cathy Nagy, FSA, MAAA
Actuary

Curt Powell, EA, MAAA
Senior Analyst

CBIZ Retirement Plan Services
CBIZ Benefits & Insurance Services, Inc.
17199 Laurel Park North. Ste. 405
Livonia, MI 48152
http://retirement.cbiz.com

MERS Window Valuations – Important Comments

1. Please see the MERS Plan Document for all information related to administration and funding of Plan Benefits including any special funding requirements related to benefit changes.
2. The reader of the report should keep in mind that actuarial calculations are by their nature imprecise, as they are mathematical estimates based on current data and assumptions about future events (which may or may not materialize).
3. Actuarial calculations can and do vary from one valuation year to the next, sometimes significantly if the group valued is very small (fewer than 30 lives). As a result, the cost impact of a benefit change may fluctuate over time, as the demographics of the group changes.
4. The calculations in this report were prepared based on December 31, 2016 demographic and financial information unless noted elsewhere in the report. For purposes of calculating the liabilities under the early retirement window, we assumed the members impacted by the early retirement window are married.
5. The valuation methods and Retirement Board-approved assumptions are consistent with those used in the December 31, 2016 Annual Actuarial Valuation, unless noted elsewhere in the report.
6. In the event that more than one plan change is being considered, the user of this report should remember that the results of separate actuarial valuations cannot be added together. The total can be considerably greater than the sum of the parts due to the interaction of various plan provisions with each other and with the assumptions used.
7. Retirement benefits and employer contributions are based on a percentage of members' gross pays, including base pay, overtime pay, longevity pay, and several other miscellaneous items. If total gross payroll exceeds the reported salaries, the dollar contribution amounts shown in this report should be increased proportionately. The above percentages of payroll will not be affected, however.
8. The results in this report were based on information provided to MERS by the municipality. The actuary is unaware of any additional information that would impact these results. If the information in the "Valuation Request for Benefit Change" is incorrect or incomplete, the actuary does not assume responsibility for the accuracy of that information, and the requester (or reader) of this valuation report may not rely on the results and should advise MERS promptly.
9. The results in this report do not show the potential impact that the adoption of the revised benefits may have on other post-employment benefits (such as retiree health care insurance) or ancillary benefits (such as life insurance).

10. If the user of this report is not sure how to interpret certain results in the report or how to read the report, they should contact MERS at (800) 767-6377 before relying on the results in this report.
11. Additional disclosures required by Actuarial Standard of Practice:
    a. This report was prepared at the request of the municipality and is intended for use by the municipality and those designated or approved by the municipality. The report may be provided to parties other than the municipality only in its entirety and only with the permission of MERS and the municipality.
    b. The purpose of the supplemental valuation is to show the impact of the proposed benefit change on the employer contribution.
    c. One or more of the signing actuaries are Members of the American Academy of Actuaries (MAAA) and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.
    d. All actuarial calculations have been prepared in conformity with generally accepted actuarial principles and practices and with the Actuarial Standards of Practice issued by the Actuarial Standards Board.
    e. This report should not be relied on for any purpose other than the purpose described in the primary communication.

The valuation was based upon information furnished by the municipality and MERS staff concerning Retirement System benefits, financial transactions, active members, terminated members, retirees and beneficiaries. We checked for internal and year to year consistency, but did not otherwise audit the data. CBIZ Retirement Plan Services is not responsible for the accuracy or completeness of the information provided for the preparation of these calculations.

CBIZ Retirement Plan Services
CBIZ Benefits & Insurance Services, Inc.
17199 Laurel Park North. Ste. 405
Livonia, MI 48152
http://retirement.cbiz.com

Temporary Window Period Benefit

Generally, when additional benefit provisions are adopted by a participating municipality, the new benefits apply to all members who leave active employment (for retirement, disability, death or vested termination) on or after the effective date of the new benefit provision. Act. No. 99 of the Public Acts of 1990 changed the MERS statute to allow additional benefits to be granted only to persons who retire from active employment, with either full or reduced early age and service retirement benefits, during a temporary period – a so-called "window period".

The window period may be anywhere between 2 and 6 months long. The window period benefits may be adopted for specific classifications of active members, or for all active members. Window period benefits may only be adopted a maximum of 2 times during any 5 consecutive calendar years, for the same classification of members.

Window period benefits apply to only active members who retire with either full or reduced early age and service retirement benefits during the window period. Members who leave employment due to disability, death, vested termination or non-vested termination would not be affected.

Early retirement windows are especially difficult to accurately value because we are comparing a theoretically known event, (a member accepts the offer and retires immediately), with an array of possible outcomes, (a set of retirement rates applied at many possible retirement ages). In addition, the actuaries are not generally made aware of additional components that may be offered to influence member behavior.

Therefore, we show the change in liability due to acceptance of the window in two pieces:

1. The difference between the window benefit liability (column 5) and the liability if the member retires at the earliest possible date without the window (column 3). This difference is shown in column 6; and

2. The difference between the liability if the member retires at the earliest possible date without the window (column 3) and the valuation liability of the member as an active employee (column 2), subject to projected rates of retirement. This difference is shown in column 4.

Item 2 might be interpreted as an actuarial loss and amortized, rather than as part of the cost of the early retirement window.

Muskegon, City of (6116) – NonUnion Gen (Division 01)
Employer Computed Contributions to Support Window Benefits for Age and Service Retirements Occurring September 1, 2017 to October 31, 2017

Window Benefit Provisions

Window Period	09/01/2017 to 10/31/2017
Benefit	F53(25)

Members Affected

Based on data supplied, 9 members will be eligible to retire by October 31, 2017, the end of the proposed window period, and 2 of these are affected by the window provisions. (7 other members will also be eligible to retire by October 31, 2017 but are not affected by the window. The increase in actuarial accrued liability for these members is shown as zero in the following table.) It is assumed in this report that these members have not already retired before the beginning of the window period and that no additional employees will become eligible for the window.

Valuation Results

The individual results of the actuarial valuation for the eligible members are shown in the following table. The cost of the window depends on which affected members retire during the window. The reader may determine the cost of various scenarios by adding the results for members projected to retire during the window. For example, if all of the potentially affected members retire during the window period, and it is deemed they would have retired at their earliest opportunity in absence of the window the actuarial accrued liability will be increased by $35,883 (see column 6).

Comments

The results in this report only show the potential impact of the proposed benefits on the Retirement System. The employer should consider other related issues before implementing the proposed program, such as:

- Potential payroll and active employee health care cost savings if the retiring members are not replaced, or if they are (fully or partially) replaced with lower paid and/or younger employees.
- Potential additional costs if the retiring members also receive retiree health care benefits at earlier ages.
- The potential cost impact of any other fringe benefit program.

CBIZ Retirement Plan Services
CBIZ Benefits & Insurance Services, Inc.
17199 Laurel Park North. Ste. 405
Livonia, MI 48152
http://retirement.cbiz.com

Muskegon, City of (6116) – NonUnion Gen (Division 01)
Employer Computed Contributions to Support Window Benefits
for Age and Service Retirements
Occurring September 1, 2017 to October 31, 2017

Members Eligible to Retire

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	Actuarial Accrued Liability					
Name	Current	Plan Earliest Retirement*	Increase in liability from Immediate Retirement (3) -(2)	Proposed	Increase in liability from Early Retirement Window only (5) - (3)	Total Increase in liability from Immediate Retirement and Window (4) + (6)
Powers,Densmore D	$ 353,015	$ 441,407	$ 88,392	$ 441,792	$ 385	$ 88,777
Al-Shatel,Mohammed S	692,004	838,018	146,014	873,516	35,498	181,512
Maurer,James E	419,469			419,469		
Lewis,Elizabeth A	340,406			340,406		
Renkenberger,Diane	237,727			237,727		
Brubaker-Clarke,Catherine R	705,923			705,923		
Bailey,Oneata M	250,752			250,752		
Sayles,Douglas L	538,830			538,830		
Young,Bernadette M	474,263			474,263		
Total:	$4,012,389		$ 234,406	$4,282,678	$ 35,883	$270,289

*Shown only for potential window members

Please note that the increase in the Actuarial Accrued Liability for some members is equal to zero. This is because these members do not benefit from the early retirement window. They are already eligible to retire without the window.

Defined Benefit Plan Adoption Agreement

MERS®
Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 | www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Muskegon **Municipality #:** 6116

If new to MERS, please provide your municipality's fiscal year: ________ (Month) through ________ (Month).

II. Effective Date

Check one:

A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of __________, 20___.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- ☐ All prior service from date of hire
- ☐ Prior service proportional to assets transferred; all service used for vesting
- ☐ Prior service and vesting service proportional to assets transferred
- ☐ No prior service but grant vesting credit
- ☐ No prior service or vesting credit

☐ Link this new division to division number ______ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. ☐ If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number ______), the effective date shall be the first day of __________, 20____. *Please note:* You only need to mark ***changes*** to your plan throughout the remainder of this Agreement.

C. ☒ If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from 09/01/17 through 10/31/17 (Last day of month) for Defined Benefit division number 01.
Please note: You only need to mark ***changes*** to your plan throughout the remainder of this Agreement.

D. ☐ If this is to **separate employees** *from an existing Defined Benefit division* (existing division number(s) __________) into a new division, the effective date shall be the first day of __________, 20____.

E. ☐ If this is to merge division(s) __________ into division(s) __________, the effective date shall be the first of __________, 20____.

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

____
(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

☐ Only retirees will be in this division.

To receive one month of service credit (check one):

☐ An employee shall work 10 _______ hour days.

☐ An employee shall work _______ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

☐ **Probationary Periods** are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _______ month(s).

☐ **Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be _______ month(s).

IV. Provisions

Valuation Date: August 17, 20 17

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

☐ Our MERS representative presented and explained the valuation results to the _______________ on _______________.
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

☒ As an authorized representative of this municipality, I Elizabeth Lewis (Name) Finance Director (Title) waive the right for a presentation of the results.

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. Benefit Multiplier (1%-2.5%, increments of 0.05%) ________ % (max 80% for multipliers over 2.25%)

   ☐ Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

   If checked, select one below:

   ☐ Termination Final Average Compensation (calculated over the members entire wage history)

   ☐ Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. Final Average Compensation (Min 3 yr, increments of 1 yr) _______ years
4. Vesting (5 -10 yrs, increments of 1 yr) _______ years
5. Required employee contribution (Max 10%, increments of 0.01%) _________ %
6. Compensation, for retirement purposes, is defined as base wages and may include any of the following (check any that are applicable):

   ☐ Longevity pay
   ☐ Overtime pay
   ☐ Shift differentials
   ☐ Pay for periods of absence from work by reason of vacation, holiday, and sickness
   ☐ Workers' compensation weekly benefits (if reported and are higher than regular earnings)
   ☐ A member's pre-tax contributions to a plan established under Section 125 of the IRC
   ☐ Transcript fees paid to a court reporter
   ☐ A taxable car allowance
   ☐ Short term or long term disability payments
   ☐ Payments for achievement of established annual (or similar period) performance goals
   ☐ Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
   ☐ Lump sum payments attributable to the member's personal service rendered during the FAC period
   ☐ Other: ______________________________
   ☐ Other 2: ______________________________

7. Normal Retirement Age: _______ (any age from 60 – 70)

8. Unreduced Early Retirement/Service Requirements:

☑ Age 50 – 54 53 Service of either ● 25 or ☐ 30 years
☐ Age 55 – 65_______ Service between 15 and 30 years _______
☐ Service only (must be any number from 20 – 30 years accrued service): _______
☐ Age + Service Points (total must be from 70 – 90): ______ points

9. Other
   - ☐ Surviving Spouse will receive ______% of Straight Life benefit without a reduction to the participant's benefit
   - ☐ Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
   - ☐ Deferred Retirement Option Program (DROP)
   - ☐ Annuity Withdrawal Program (AWP)

     Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
     - ☐ Interest rate for employee contributions as determined by the Retirement Board, or
     - ☐ MERS' assumed rate of return as of the date of the distribution.

10. Cost-of-Living Adjustment

☐ All **current** retirees as of effective date ☐ Retirees who retire **between** ____/01/____ and ____/01/____ *(one time increase only)*	☐ **Future** retirees who retire after effective date
Increase of _____% or $_____ per month	Increase of _____% or $_____ per month
Select one: ☐ Annual automatic increase ☐ One-time increase	☐ Annual automatic increase
Select one: ☐ Compounding ☐ Non-compounding	Select one: ☐ Compounding ☐ Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

11. Service Credit Purchase Estimates are:
   - ☐ Not permitted
   - ☐ Permitted

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Muskegon City Council ________ on
(Name of Approving Employer)
the ____ day of ____________________, 20____.

Authorized signature: ____

Title: ____

Witness signature: ____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: ______________________, 20_____ Signature: ______________________________
(Authorized MERS Signatory)

Commission Meeting Date: **September 12, 2017**

Date: **September 5, 2017**

To: **Honorable Mayor and City Commission**

From: **Community and Neighborhood Services Department**

Re: **Vinyl Siding Installer Contracts for Fiscal Year 2017**

SUMMARY OF REQUEST: To authorize Community and Neighborhood Services to enter a new contract with JR Tucker Construction to install vinyl siding at an agreed price of $52.00 (fifty-two dollars) per building square for the Vinyl Siding Program's 2017 fiscal year.

FINANCIAL IMPACT: Funding will be disbursed from the July 1, 2017 – June 30, 2018 Community Development Block Grant Vinyl Siding fund.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve request.

COMMITTEE RECOMMENDATION: The funding for the Vinyl Siding Program was approved by the Citizens District Council during the 2017 CDBG Grant process.

Vinyl Siding Information

	2014	2015	2016
Number of Homes	8	9	6
Average Cost	$6,270	$5,700	$5,840

Average Number of Homes – 8

Average Cost - $5,936


760

Commission Meeting Date: September 12, 2017

Date: **September 5, 2017**

To: **Honorable Mayor & City Commission**

From: **Community and Neighborhood Services Department**

Re: **Vinyl Siding Supplier Contract for Fiscal Year 2017**

SUMMARY OF REQUEST: To authorize Community and Neighborhood Services to enter a new contract with Keene Lumber Company to be the Vinyl Siding Supplier for 2017 fiscal year. Keene Lumber has agreed to honor the existing contract price of $46.95 (forty-six dollars and ninety-five cents) per building square for standard siding.

FINANCIAL IMPACT: Funding will be disbursed from the 2017 Community Development Block Grant Vinyl Siding fund.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve request.

COMMITTEE RECOMMENDATION: The funding for the Vinyl Siding Program was approved by the Citizens District Council during the 2017 CDBG Grant process.

Date: 9/12/17

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: Police Detective Vehicle

SUMMARY OF REQUEST:

Authorize staff to purchase one Chevy Impala from Berger Chevrolet the Mi-Deal State contract holder. This will replace the oldest detective vehicle currently being used.

FINANCIAL IMPACT:

$23,612.00

BUDGET ACTION REQUIRED:

None. Amount is what was budgeted.

STAFF RECOMMENDATION:

Authorize staff to purchase one Chevy Impala's from Berger Chevrolet

Date: 9/12/2017

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: Leaf Vac

SUMMARY OF REQUEST:

The Equipment Division is requesting permission to purchase one (1) Leaf Vac coming from Fredrickson Equipment Supply the sole source dealer for this brand of equipment. Cost for this Vac. is $29,000.00 coming from the Equipment Division fund.

FINANCIAL IMPACT:

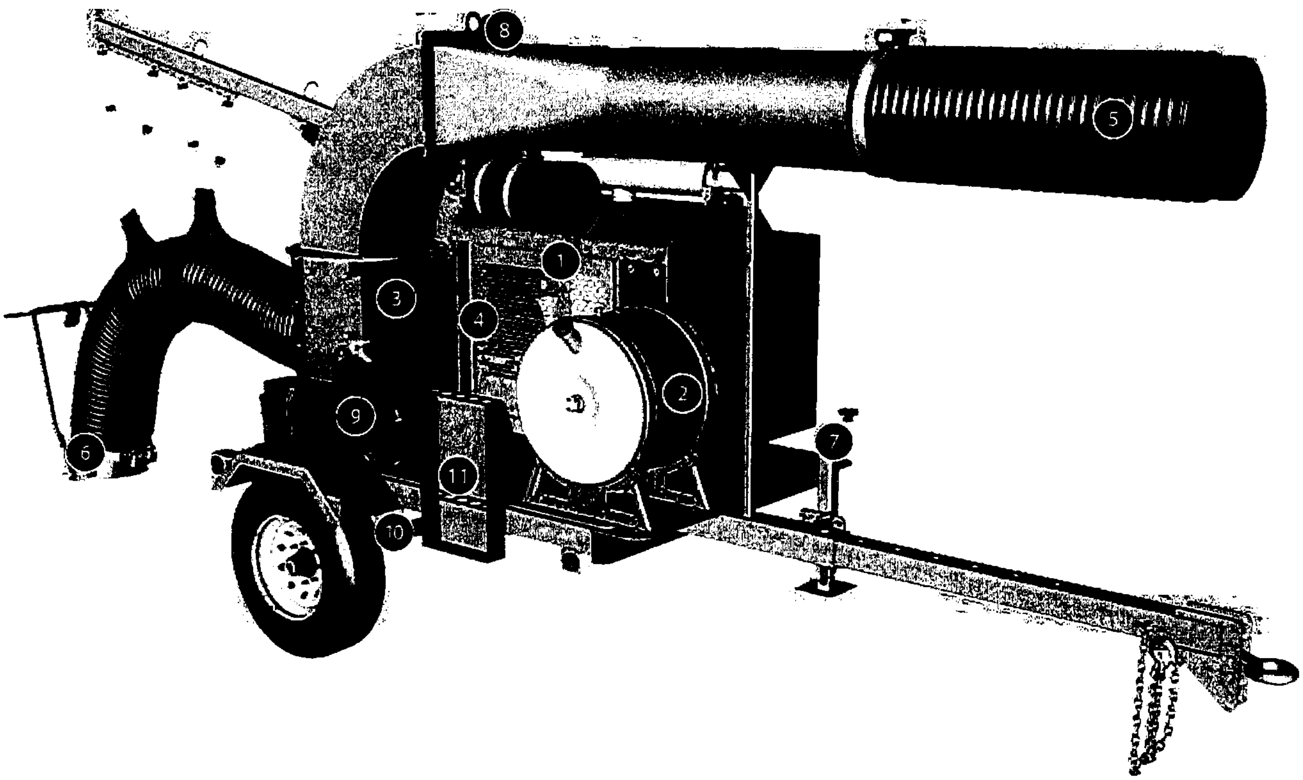
$29,000.00

BUDGET ACTION REQUIRED:

None. Amount is what was budgeted.

STAFF RECOMMENDATION:

Authorize staff to purchase one (1) Leaf Vac coming from Fredrickson Equipment Supply the sole source dealer for this brand of equipment.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Date: 9/12/17

To: Honorable Mayor and City Commission

From: Department of Public Works

RE: Water Main Purchase and Installation

SUMMARY OF REQUEST:

Authorize staff to purchase and install an 8 inch water main in the alley between Sherman and Letart from Torrent to McCracken. This project will replace an existing 2" galvanized main that has been repaired multiple times. The City of Muskegon Water Department will install the watermain using our in-house workforce. Pipe and appurtenances ($18,316.75) will be purchased from Etna Supply, excavator rental ($2,906.00) from MacAllister Cat and contract trench dewatering ($7,800.00) to Dewind Wells & Dewatering.

FINANCIAL IMPACT:

The total cost for material, equipment rental and dewatering is $ 29,022.75.

BUDGET ACTION REQUIRED:

None at this time. Expenditure will be addressed during the 1st quarter reforecast.

STAFF RECOMMENDATION:

Approve material purchase from Etna Supply, excavator rental from MacAllister Cat and dewatering from Dewind Wells & Dewatering.

Sherman Alley (between McCracken & Torrent) Water Main Upgrade

				HD Supply		EJ Iron Works		ETNA Supply	
Line	SupplementalDescription	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	UnitPrice	Total Price
1	Watermain, DI, 6 inch, Tr Det G, Modified, Class 52	Ft	20	$14.00	$280.00	$12.72	$254.40	$12.20	$244.00
2	Watermain, DI, 8 inch, Tr Det G, Modified, Class 52	Ft	667	$19.56	$13,046.52	$17.96	$11,979.32	$17.95	$11,972.65
3	Reducer, 8 inch X 6 inch, DI MJ	Ea	1	$93.81	$93.81	$103.60	$103.60	$93.00	$93.00
4	8" Solid Sleeve MJ-MJ	Ea	1	$111.24	$111.24	$122.84	$122.84	$110.00	$110.00
5	8" Plug MJ	Ea	1	$83.09	$83.09	$91.76	$91.76	$82.00	$82.00
6	8" Mega-lugs	Ea	6	$41.00	$246.00	$42.00	$252.00	$36.00	$216.00
7	8 inch X 8 inch Tee, DI MJ	Ea	1	$209.74	$209.74	$231.62	$231.62	$208.00	$208.00
8	8" Restraining Push Joint Gripper Gasket	Ea	6	$99.99	$599.94	$101.00	$606.00	$80.00	$480.00
9	6" Mega-lugs	Ea	7	$31.00	$217.00	$32.00	$224.00	$25.00	$175.00
10	6" Gate Valve RW RHO	Ea	1	$455.88	$455.88	$449.84	$449.84	$465.00	$465.00
11	6" Solid Sleeve MJ-MJ	Ea	2	$85.10	$170.20	$93.98	$187.96	$84.00	$168.00
12	6" Restraining Push Joint Gripper Gasket	Ea	0	$75.00	$0.00	$75.00	$0.00	$65.00	$0.00
13	Valve Box	Ea	1	$164.85	$164.85	$164.87	$164.87	$163.00	$163.00
14	Water Service, 1 inch, Copper Type K	Ft	100	$4.00	$400.00	$3.60	$360.00		$363.00
15	Corporation Stop, Compression (PAK Joint), 1 inch	Ea	9	$42.14	$379.26	$48.20	$433.80	$44.00	$396.00
16	Curb Stop, Compression (PAK Joint), 1 inch	Ea	9	$90.00	$810.00	$102.95	$926.55	$94.00	$846.00
17	1"copper x3/4" galvanized Compression (PAK Joint) Reducer	Ea	9	$19.35	$174.15	$22.14	$199.26	$20.00	$180.00
18	Meter Pit Complete	Ea	8	$321.46	$2,571.68	$480.00	$3,840.00	$265.20	$2,121.60
19	Stop Box	Ea	1	$36.16	$36.16	$34.00	$34.00	$33.50	$33.50
				Total:	**$20,049.52**		**$20,461.82**		**$18,316.75**

				MacAllister Cat		Southeastern Equipment		CRC Rental	
20	Excavator Rental (Mid-Size Mini) with Delivery	Per	Month		**$2,906.00**		**$3,975.00**		**$5,400.00**

21	Dewatering: (Dewind Dewatering) Sole Source	2 weeks rental pump & equipment	**$7,800.00**

Etna Supply	**Supplies**	**$18,316.75**
MacAllister Cat	**Excavator**	**$2,906.00**
Dewind Dewatering	**Dewater**	**$7,800.00**
	Total	**$29,022.75**

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SHERMAN BLVD
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LETART AVE
6"
TORRENT ST
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Commission Meeting Date: September 12, 2017

Date: September 7, 2017

To: Honorable Mayor and City Commissioners

From: Planning & Economic Development

RE: Selection of the Consultants for the Imagine Muskegon Lake Plan

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SUMMARY OF REQUEST:

Imagine Muskegon Lake will be a conceptual plan that focuses on how to better utilize and connect all of the great assets on the Muskegon shoreline. Staff interviewed three consultants in August and have recommended Nederveld/Williams & Works for selection. Their proposal includes two key stakeholder meetings and one general public workshop. It is anticipated that the plan will be finalized before the end of the calendar year. Staff is recommending these firms because of their experience on similar waterfront projects and also on previous work done for the City, including the City's Form Based Code implementation in 2015.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

The total cost for the consultants is $40,000. The City will be covering $9,000 and the rest will be covered by grants.

STAFF RECOMMENDATION:

To approve the selection of Nederveld/Williams & Works and to authorize staff to sign the contract.

COMMITTEE RECOMMENDATION:

None.

CONTRACT FOR PROFESSIONAL SERVICES

City of Muskegon for the
Imagine Muskegon Lake project

CLIENT Name: City of Muskegon

CLIENT Address: 933 Terrace Street
Muskegon, Michigan 49443

The City of Muskegon (Client) and Nederveld, Inc agree that Nederveld, Inc. will perform the services described below. This contract shall become effective September 12, 2017, or shortly thereafter, and services covered by it will be performed in accordance with the provisions included within this form and any attachments or schedules thereto.

SCOPE OF NEDERVELD, INC. SERVICES: As specified in the following attachments:
Attachment A: *Nederveld and Williams & Works Qualification Submittal, dated July 7, 2017*
Attachment B: *Nederveld Scope and Fees Proposal, dated August 17, 2017*

TIMELINE OF NEDERVELD, INC. SERVICES: As specified in the following attachments:
Attachment B: *Nederveld Scope and Fees Proposal, dated August 17, 2017 (project timeline on page 6)*

NEDERVELD, INC. COMPENSATION: Fixed Fee of $40,000 including all reimbursable expenses as specified in the following attachments:
Attachment B: *Nederveld Scope and Fees Proposal, dated August 17, 2017*

NEDERVELD, INC. SUBCONTRACTORS: Nederveld will be utilizing the following subcontractors on this project and their fees, in total, are included in the compensation listed above:

Williams & Works, Inc

STANDARD TERMS AND CONDITIONS:
METHOD OF AUTHORIZATION Client may authorize Nederveld Inc. to proceed with work by signing a Contract for Professional Services. Furthermore, the signee acknowledges that they are a duly authorized officer or agent for the Client. These Terms and Conditions shall prevail as the basis of Client's authorization to Nederveld Inc. Any client document or communication in addition to or in conflict with these Terms and Conditions is rejected. Any amendment to the Terms and Conditions must be authorized in writing via Terms and Conditions section of PSA or Addendum by both the client and Nederveld Inc.

1. CLIENT RESPONSIBILITIES Client shall provide all criteria and pertinent information as to requirements for the project and designate in writing the person with authority to act on Client's behalf on all matters concerning the project. Unless otherwise notified in writing, the Client authorizes the person(s) signing the Contract for Professional Services as the sole authority to act on the Client's behalf as noted herein.

2. PROFESSIONAL STANDARDS; WARRANTY The standard of care for services performed or furnished by Nederveld Inc. will be the care and skill ordinarily used by members of Nederveld Inc. profession practicing under similar circumstances at the same time and in the same locality. Nederveld Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with Nederveld Inc. services.

3. TERMINATION Either Client or Nederveld Inc. may terminate this authorization by giving ten days' written notice to the other party. In such event, client shall pay Nederveld Inc. in full for all work previously authorized and performed to the effective date of termination. Upon receipt of such payment, Nederveld Inc. will return to client all documents and information which are the property of client.

4. SUBCONTRACTORS Nederveld Inc. will engage a subcontractor (Williams and Works) on behalf of client to perform any portion of the services to be provided by Nederveld Inc. hereunder.

5. PAYMENT TO NEDERVELD INC. All invoices must be paid within thirty (30) days of the invoice date. Prompt payment is essential in order to keep the project on schedule. Any account that falls more than 60 days past due will result in the project being put on hold until the past due (from the date of invoice) amount is paid in full. A service charge of 1.5 percent per month will be payable on all undisputed amounts not paid within thirty (30) days from date of invoice, payment thereafter to be applied first to accrued service charges and then to the principal unpaid amount.

6. INSURANCE Nederveld Inc. acknowledges that the City of Muskegon is a self-insured municipal corporation and will not be required to name Nederveld and /or Nederveld Inc. Consultants as additional insured on any general liability or property insurance policies, but will be subject to the indemnification provisions of this contract.

   All policies of property insurance shall contain provisions to the effect that Nederveld Inc. and Nederveld Inc. Consultant's interests are covered and that in the event of payment of any loss or damages, the insurers will have no rights of recovery against any of the insureds or additional insureds.

7. INDEMNIFICATION Nederveld Inc. will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures caused by Nederveld Inc. negligence or willful misconduct.

8. LEGAL EXPENSES If either Client or Nederveld Inc. makes a claim against the other as to issues arising out of the performance of this agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees.

9. OWNERSHIP OF WORK PRODUCT Nederveld Inc. hereby agrees to convey and transfer to Client all ownership rights of all drawings, reports and other materials provided to Client in any form including, but not limited to all copyright rights afforded by the laws of the United States, which rights are specifically reserved by Client. Nederveld Inc. hereby agrees in return for the compensation set forth in this agreement to execute any documents necessary to convey and transfer the entire right, title, and interest to Client of all ownership rights of all drawings, reports and other materials provided to Client in any form including, but not limited to all copyright rights afforded by the laws of the United States. Nederveld Inc. hereby warrants that it is the sole author of the works to be transferred to Client, and Nederveld Inc. further warrants that it has the authority to transfer all ownership rights of the works to Client. Nederveld Inc. agrees to provide all drawings, reports and other materials to Client in a current standard electronic format, and to provide at least one hard copy of each drawing, report, or other material. Client hereby grants Nederveld Inc. a limited license to retain copies of each drawing, report and other materials for it's records, and a limited right to use such drawings, reports, or other materials for sales and promotional purposes, but not for resale to another client. Nederveld Inc. may not assign, transfer or in any other way, use, reuse or copy the drawings, reports and other materials for any other purpose without the express consent of Client. Client acknowledges that all drawings, reports and other materials provided by Nederveld Inc. are the result of professional services performed for a specific project associated with an identified parcel of property and that such drawings, reports and other materials are not readily transferable to a different parcel of property without additional professional services being required to modify the drawings, reports and other materials, as may be required under the circumstances.

10. ELECTRONIC MEDIA To be provided at no charge if provided in our current software format. Copies of data, reports, drawings, specifications and other material furnished by Nederveld Inc. that may be relied upon by client are limited to the printed copies (also known as hard copies) that are delivered to client pursuant to the services under this agreement. Computer files of text, data, graphics or other types on electronic media that are furnished by Nederveld Inc. to Client are only for convenience of client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.

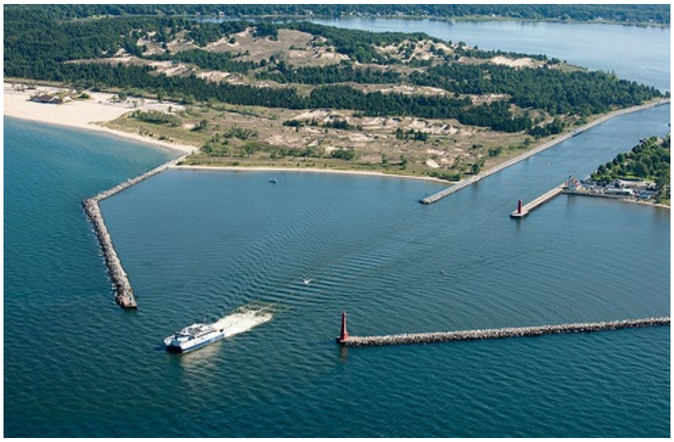
11. GENERAL CONSIDERATIONS Client and Nederveld Inc. each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Nederveld Inc. are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this agreement. Neither Client nor Nederveld Inc. shall assign this agreement without the written consent of the other.

    END OF TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

This Contract represents the entire agreement between the parties and supersedes all prior agreements and understandings.

NEDERVELD, INC	CITY OF MUSKEGON
By: ______________________	By: ______________________
Name: Mark F. Miller AIA AICP	Name: ______________________
Title: Senior Urban Designer / Planner	Title: ______________________
Date: August 28, 2017	Date: ______________________

ATTACHMENT A
August 28, 2017



QUALIFICATION SUBMITTAL FOR:

IMAGINE MUSKEGON LAKE

CITY OF MUSKEGON
7 JULY 2017

QUALIFICATIONS SUBMITTED BY:
NEDERVELD | WILLIAMS & WORKS

"A good city is like a good party - people stay longer than really necessary, because they enjoy themselves"

-Danish Urbanist, Jan Gehl

INTRODUCTION

7 July 2017

Mr. Mike Franzak
Planning Manager
Planning and Economic Development Department
933 Terrace Street
Muskegon, MI 49443

Mike,

Thank you for the opportunity to submit our qualifications for the **Imagine Muskegon Lake** project. We are excited to be part of the evolution of the Muskegon Lake shoreline as it transitions from an industrial heritage to a mixed-use future.

Nederveld and **Williams & Works** plan to collaborate with the City and her stakeholders on this transformative initiative. Our experience providing meaningful engagement, award-winning planning, and people-centered urban design will help assist you in making this transformation a successful endeavor.

This qualification submittal contains a sample of some of this experience, including waterfront revitalization and activation plans for:

- the Grand River in downtown Grand Rapids (GR Forward and Arena South),
- the St. Joseph River in Niles (Niles PlacePlan),
- the Grand River and Lake Michigan (Grand Haven Master Plan), and
- Muskegon Lake (Muskegon Lakeshore Redevelopment Plan).

In addition to the Muskegon Lakeshore Redevelopment Plan that Williams & Works helped to craft in 2008, our team has also worked with the City of Muskegon to create the Downtown Form-Based Code and the Downtown Parking Strategy (both completed in 2015). This past experience provides us with an additional understanding of the context associated with this project. This understanding of context will help us to build upon much of the relevant work that the City has completed, including the highly successful 2003 Imagine Muskegon Plan and the recent content provided by the Muskegon Lake Vision 2020 Plan.

Our proposed work will be informed by an audit and review of these current and past initiatives, interviews with community leaders, and four (4) public workshops. The resulting conceptual plan will cast a vision for the future direction of the Lake and its shoreline and will also provide both short- and long-term incremental steps to begin implementation of the plan.

The illustrative concept plan will examine and include recommendations for:

- **Connectivity, waterfront access** and **transportation**,
- Future **land use** and **zoning** (including residential, commercial, industrial, civic, cultural, entertainment and resort opportunities),
- **Sustainable** and **environmentally-sensitive** design solutions,
- **Pedestrian-scaled** and **walkable urbanism**, and
- **Aesthetics** and **civic beauty**.

The plan will also seek to balance economic development opportunities with recreation and natural habitat, and upon completion will be presented to the Planning Commission/City Commission.

Again, thank you for this opportunity, and if you have any questions, please do not hesitate contacting me.

Sincerely,

Mark Miller

Mark F. Miller AIA AICP
Nederveld, Inc.

CONSULTANT INFORMATION

THE TEAM

PROJECT ROLE:
Project Manager
Urban Design
Planning
Engagement

Mark F. Miller AIA AICP has been involved in award-winning urban design, planning and architectural projects ranging in scale from single buildings and blocks to the master planning of neighborhoods and cities. This urban work has included projects for both private-sector and public-sector clients, all with an eye toward on the ground implementation.

Mr. Miller is the former chairman of the Grand Rapids Historic Preservation Commission and past-president of the Grand Rapids AIA. He currently writes a monthly column on urban design and architecture for Grand Rapids Magazine.

PROJECT ROLE:
Landscape Architecture
Urban Design
Graphics
Engagement

Maleah Beatty, ASLA is a Muskegon native and a graduate of Michigan State University's Landscape Architecture program with a Masters Degree in Environmental Design. Through involvement in both public and private sector projects, her experience ranges from horticulture design to corridor redevelopment.

She is a published co-author in the Journal of Current Urban Studies and has been a past speaker for the National Signage Research & Education Conference regarding her research in the perception of on-premise commercial signscapes.

Nederveld Inc.

217 Grandville Avenue SW
Suite 302
Grand Rapids, MI 49503
616.575.5190
www.nederveld.com
mmiller@nederveld.com

Nederveld, founded in 1977, is a client-centered company that has grown into a leading provider of urban design and planning services in the West Michigan Region. Our planning and design efforts have incorporated comprehensive public input for both private sector and municipal clients and have resulted in award-winning projects that are implementable and realistic. Our work is founded in our ability to listen and effectively communicate with our clients and stakeholders, while also balancing the realities of economic development with people-centered design.

NEDERVELD

Williams & Works

549 Ottawa Avenue NW
Grand Rapids, MI 49503
P: 616.224.1500
F: 866.224.1501
www.williams-works.com
wells@williams-works.com

Williams & Works' tradition of service dates back to 1924 when the predecessor company was first founded and incorporated. After years of providing clients with engineering excellence and steadfast service, the company diversified, changed its name to WW Engineering and Science, and dissolved Williams & Works as a corporate entity. In 1995, six former Williams & Works employees collaborated to form a new Williams & Works. Over the years, Williams & Works added a survey department and gradually expanded its planning and engineering staff to better meet clients' needs and carry on the tradition of service on which the company was founded.

williams&works
engineers | surveyors | planners

Lynée Wells AICP is a community planner and project manager working with public and private sector clients since 2000. She has extensive experience in historic preservation and cultural landscape assessment, current and long range planning, designing and implementing public involvement processes, and public meeting facilitation. She has worked with very diverse communities, in both rural and urban settings and is fluent in Spanish.

Before joining Williams & Works, Ms. Wells was planner with Consensus Planning in Albuquerque, New Mexico.

PROJECT ROLE:
- Co-Project Manager
- Planning + Land Use
- Connectivity
- Engagement

Nathan Mehmed is a community planner for Williams & Works, Mr. Mehmed's responsibilities include urban planning for multiple clients, planning support, and GIS mapping utilizing the technical and theoretical knowledge of his diverse educational background.

Before joining Williams & Works, Mr. Mehmed worked while pursuing his Master's Degree in Public Administration, with the West Michigan Regional Planning Commission, MainStreet Planning Company, Allendale Charter Township, and City of Grand Haven Department of Planning and Community Development.

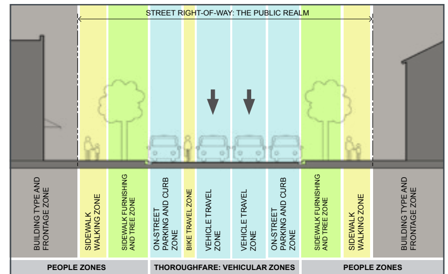
PROJECT ROLE:
- Planning
- Land Use
- Engagement

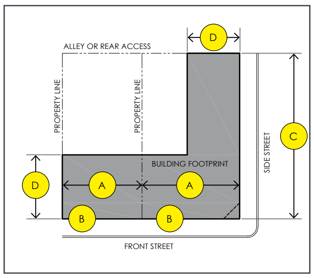
CONSULTANT INFORMATION

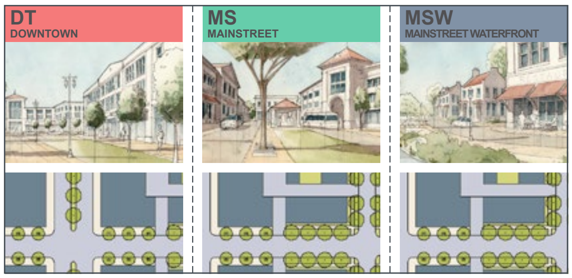
SELECTED PROJECT EXPERIENCE: NEDERVELD + WILLIAMS & WORKS

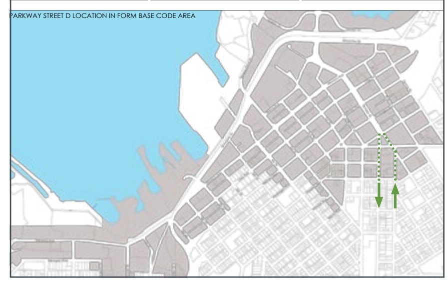
CITY OF MUSKEGON DOWNTOWN FORM-BASED CODE

With an emphasis on the city's public realm - including sidewalks and streetspaces, this form-based code creates a framework that enables dense, compact, mixed-use development while also considering connectivity, walkability, and livability within the city's core. The code utilizes building types and frontages to establish the development regulations for the physical character of the public realm. The code was carefully integrated into the existing city zoning ordinance using context areas, while still regulating use requirements.





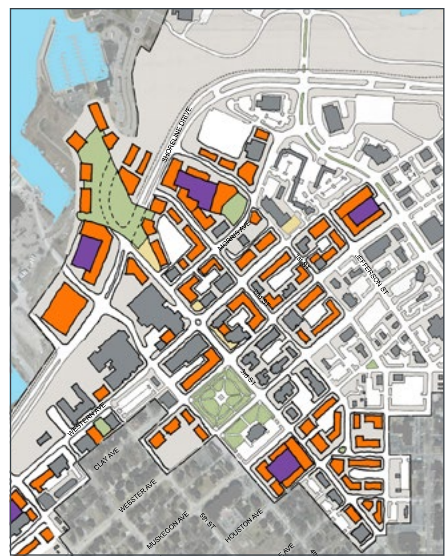




CITY OF MUSKEGON PARKING STRATEGY

Nederveld and Williams & Works collaborated with the City of Muskegon to create a parking strategy for downtown Muskegon that focuses on managing parking as an asset while supporting increased livability and vibrancy.

The parking strategy utilizes a series of short-, mid-, and long-term tools to manage parking over the course of time in order to generate economic development, increase tax base, and boost mobility and accessibility.



GRANDVILLE AVENUE AREA SPECIFIC PLAN [VIVA LA AVENIDA]

This recently adopted amendment to the City of Grand Rapids Master Plan re-envisions the Grandville Avenue corridor in the Roosevelt Park Neighborhood. The highly-graphic and user-friendly bilingual plan is the result of an extensive public engagement process and includes a series of 7 places that represent destinations along the corridor. Each of these places include illustrative plans and renderings that convey the future vision of the specific place, along with recommended techniques to achieve the desired vision.

PROJECT REFERENCE:
Roosevelt Park Neighborhood Association
1260 Grandville Ave SW
Grand Rapids, MI 49503
Julie Niemchick, Former Director
p: 616.551.9407
e: julesmaire1151260@gmail.com

SELECTED PROJECT EXPERIENCE: NEDERVELD + WILLIAMS & WORKS

PLAZA ROOSEVELT DEVELOPMENT PLAN

One of our current projects that begins the implementation of the Grandville Avenue Area Specific Plan. In collaboration with 8 partners and Roosevelt Park residents, Nederveld and Williams & Works conducted robust public engagement over a 5-month timeframe. The resulting concept plan which includes approximately 70 dwellings (apartments, live/works, rowhouses and single-family homes), retail and office space, a pharmacy and medical clinic, and a 500-student high school is currently going through the City of Grand Rapids entitlement process with construction expected to begin in 2018.

PROJECT REFERENCE:
Habitat for Humanity of Kent County
425 Pleasant Street SW
Grand Rapids, MI 49503
Ivor Thomas, Director of Development
p: 616.774.2431
e: ithomas@habitatkent.org

CITY OF NILES PLACEPLAN

In collaboration with the Michigan Municipal League (MML), the City of Niles, and city stakeholders, the project team created focused design solutions for three city-owned blocks and provided urban design for downtown streetspaces. Design solutions addressed massing, scale, connectivity, public realm enhancements, and mix of uses, as well as projected infrastructure costs and implementation strategies. The project also included recommendations for zoning changes that would enable the envisioned projects to be built.

PROJECT REFERENCE:
Michigan Municipal League
1675 Green Road
Ann Arbor, MI 48105
Richard Murphy, Program Coordinator
p: 734.669.6329
e: rmurphy@mml.org

TURN ON 28TH STREET MASTER PLAN

Extensive public input and urban design were used to create a comprehensive and realistic master plan for the redevelopment of an aging segment of 28th Street into a mixed-use, sustainable and economically vibrant town center. Using concepts of suburban retrofitting, Nederveld and Williams & Works collaborated with a team of economists, landscape architects, and engineers to re-envision this auto dependent commercial corridor. Implementation of the plan has commenced with the design and construction of a portion of the crescent street and de-malling a portion of the Wyoming Village Mall.

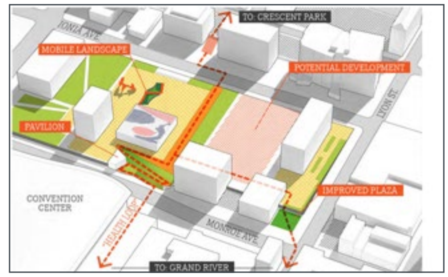
PROJECT REFERENCE:
City of Wyoming
1155 28th St SW
Wyoming, MI 49509
Tim Cochran, City Planner
p: 616.530.7266
e: cochrant@wyomingmi.gov

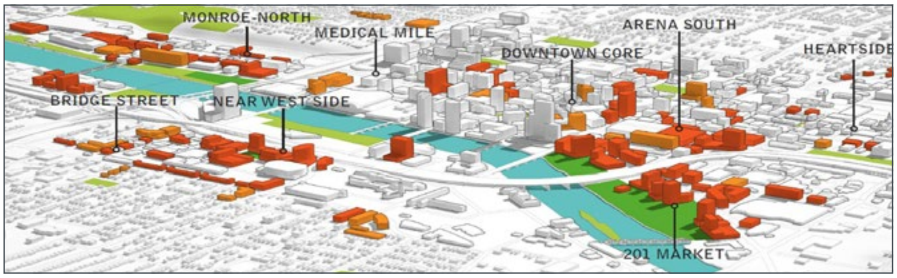
SELECTED PROJECT EXPERIENCE: NEDERVELD

GR FORWARD DOWNTOWN AND RIVER ACTIVATION PLAN

Acting as the local consultant for Interface Studio, Nederveld provided design and planning for two Grand Rapids Public School campuses that are integrated into the Downtown and River Activation Plan.

Additionally, Nederveld provided public outreach and urban design expertise on various riverfront and downtown sites, public spaces, and streetscapes to support the Plan's robust strategy.





PROJECT REFERENCE:
Downtown Grand Rapids, Inc.
29 Pearl Street NW
Grand Rapids, MI 49503
Tim Kelly, Project Manager
p: 616.719.4610
e: tkelly@downtowngr.org

CITY OF HUDSONVILLE MASTER PLAN

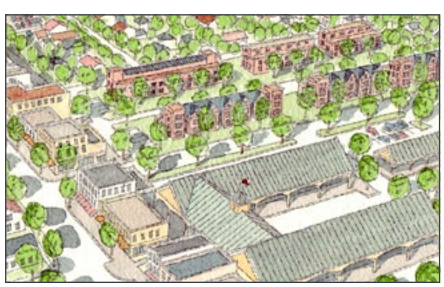
This city-wide master plan was part of a larger "Urban Demonstration Project" facilitated by the Ottawa County Planning Commission and included the creation of architectural guidelines, a downtown zoning ordinance and a city-wide zoning ordinance. The master plan used extensive public outreach to create a highly-graphic and user-friendly 15 year vision for the City of Hudsonville. The plan includes a series of goals and strategies to make the city more distinctive, livable, vibrant, and connected. The plan was awarded the Michigan Association of Planning Daniel Burnham Award in 2015.

PROJECT REFERENCE:
City of Hudsonville
3275 Central Boulevard
Hudsonville, MI 49426
Dan Strikwerda, City Planner
p: 616.669.0200
e: dstrikwe@hudsonville.org

BRIKYAAT DEVELOPMENT PLAN

This plan was the first Area Specific Plan adopted into the City of Grand Rapids Master Plan. The plan was informed by extensive public participation and included a new Farmers Market, context sensitive infill, and preservation of key neighborhood assets.

The plan has also acted as a guide for successful neighborhood infill for nearly 10 years and has led to continued urban economic development, including the $2 million renovation of the Fulton Street Farmers' Market.



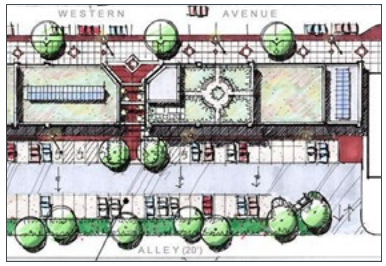
PROJECT REFERENCE:
Midtown Neighborhood Association
1147 East Fulton,
Grand Rapids, MI 49503
Christine Helms-Maletic, Former Director
p: 616.774.2191
e: cmaletic@sbcglobal.net

SELECTED PROJECT EXPERIENCE: WILLIAMS & WORKS

MUSKEGON LAKESHORE REDEVELOPMENT PLAN

Williams & Works in professional partnership with OCBA updated the City of Muskegon Downtown and Lakeshore Redevelopment Plan. With the emergence of substantial new investment downtown, this was an ideal opportunity to refine, strengthen, and advance the vision of earlier plans.

The Plan was necessary to further guide the changes to ensure they are consistent with both previous planning efforts and new concerns and ideas, such as sustainability and green construction.



GRAND HAVEN ZONING AND MASTER PLAN

Williams & Works assisted the City of Grand Haven in rewriting its zoning ordinance, zoning map, and design standards for selected neighborhoods in the City. The ordinance achieves a balance between the regulation of form in the private and public realm, while preserving a realistic regulatory structure related to land use. The new ordinance is a hybrid with elements of form-based regulation, while ensuring that the land use expectations of existing property owners and the sensitive dune environments are respected.

PROJECT REFERENCE:
City of Grand Haven
519 Washington Avenue
Grand Haven, MI 49417
Pat McGinnis, City Manager
p: 616.842.3210
e: pmcginnis@grandhaven.org

ARENA SOUTH VISIONING PLAN

This plan created a vision for the development of five vacant properties owned by the City of Grand Rapids DDA. The Plan maximizes opportunities for improving connectivity, expanding walkability, and economic development in downtown Grand Rapids. Among the unique characteristics of the Plan was the thorough, innovative, and inclusive community engagement process, which won the Best Practice Award from the Michigan Association of Planning.

PROJECT REFERENCE:
Downtown Grand Rapids, Inc.
29 Pearl Street NW
Grand Rapids, MI 49503
Tim Kelly, Project Manager
p: 616.719.4610
e: tkelly@downtowngr.org

ATTACHMENT A
August 28, 2017

NEDERVELD

williams&works
engineers | surveyors | planners

NEDERVELD

August 17, 2017

Mr. Mike Franzak
Planning Manager
Planning and Economic Development Department
933 Terrace Street
Muskegon, Michigan 49443

RE: Imagine Muskegon Lake

Mike

Thank you for selecting our firms for the **Imagine Muskegon Lake** project and this opportunity to continue the conversation regarding the scope and fees for the project. We are excited to be part of the evolution of the Muskegon Lake shoreline as it transitions from its industrial heritage to a vibrant mixed-use future.

As referenced in our submitted RFQ and subsequent interview, Nederveld and Williams & Works plan to collaborate with the City of Muskegon on this project. This letter serves as the proposed scope and fees related to this project. It is based upon the RFQ, our conversations during the interview, and our understanding of the previously completed planning initiatives.

The proposed scope and fees are on the following pages and contain an overview of our suggested process and timeframe along with deliverables, meetings, and on-site activities.

If you have further questions or want to discuss this suggested scope further feel free to call or email us.

Thank you,

Mark Miller

Mark F. Miller AIA AICP
Nederveld

217 Grandville Avenue, SW Suite 302 • Grand Rapids, MI 49503 • P. 616.575.5190 • F. 616.575.6644
Ann Arbor • Chicago• Columbus • Grand Rapids • Holland • Indianapolis • St. Louis
www.nederveld.com

PHASE 1: UNDERSTANDING CONTEXT

The City of Muskegon and her partners have generated a wealth of visionary plans for the City, downtown, and waterfront. These plans are the result of broad-based community planning work and extensive public input. Taken together these efforts have forged a deep understanding of, and wide support for, the collective vision and city-wide development strategy for Muskegon.

Rigorous analysis of these city building initiatives are the starting point for this project. The consultant team will audit existing city plans in order to determine overarching guiding principles and opportunities and potential constraints that may impact future design decisions and implementation. These overarching guiding principles will provide guidance for design and implementation decision-making as the project moves forward.

This review will likely include the following:

- 1997 City of Muskegon Master Plan
- 1999 City of Muskegon Waterfront Redevelopment Plan
- 2003 Imagine Muskegon Community Design Workshop (and resulting plan)
- 2004 Muskegon Area-wide Plan
- 2008 Downtown Lakeshore Plan (co-created by Williams & Works)
- 2016 Muskegon Parks and Recreation Master Plan
- 2016 Muskegon Lake Vision 2020

Additionally, the consultant team will spend a day conducting place-based reconnaissance of the West Waterfront, Lower West Western, Central Waterfront, and East Waterfront study areas in order to better understand the existing context, site dynamics, and connections; and to ultimately inform the future vision of the Imagine Muskegon Lake project. City staff or steering committee members are encouraged to participate in these reconnaissance walks.

ON-SITE VISITS AND MEETINGS FOR PHASE 1: This phase will include one (1) reconnaissance walk as outlined above.

DELIVERABLES FOR PHASE 1: Work product to be incorporated into final plan.

TIMEFRAME FOR PHASE 1: The timeframe for Phase 1 activities is as follows:

- Audit and analysis of existing plans: **September 11 through September 22, 2017**
- Reconnaissance walk: **September 22, 2017**

Phase 1 Fee: $5,000.00

PHASE 2: VISION SYNTHESIS AND INITIAL CONCEPT PLAN

The consultant team will use insights and information gathered during Phase 1, as well as best practices in urban design, planning, and sustainability to hone a single and clear vision and conceptual development strategy. This will lead to the creation of an Initial Concept Plan.

During the crafting of the Initial Concept Plan, it is important to have conversations with key stakeholders that have development interest within the study area. This proposal includes initial stakeholder meetings to provide input to help inform the Initial Concept Plan.

- **Initial Stakeholder Conversations:** Interviews with key stakeholders and developers of properties in the West Waterfront, Lower West Western, Central Waterfront, and East Waterfront study areas (i.e. Windward Pointe development for the former Sappi site). It is the intent of these meetings to provide design and potential implementation strategies for the Initial Concept Plan and to establish parameters for the subsequent Community Workshops.

The resulting Initial Concept Plan will be based upon a synthesis of the visions, strategies, and recommendations of the existing city plans; along with the input from the key stakeholders. This Plan is intended to be the base plan for the future public engagement efforts.

The Initial Concept Plan will be reviewed by the City planning staff prior to public engagement to ensure that it incorporates relevant information.

The Initial Concept Plan will likely include a series of analysis overlays, diagrams, or graphic notations that address connections, key redevelopment sites, sustainability, recreation, natural habitats, transportation, industrial and port functions, and other relevant attributes established during the Phase 1 analysis.

ON-SITE VISITS AND MEETINGS FOR PHASE 2: This phase will include:

- Four (4) 1-hour meetings with stakeholders to inform the creation of the Initial Concept Plan.
- One (1) meeting with City staff to review the Initial Concept Plan.

The stakeholder meetings will be during a one-day visit and the City planning staff meeting will be on a later date once the Initial Concept Plan is complete.

DELIVERABLES FOR PHASE 2: Initial Concept Plan and supporting graphics.

TIMEFRAME FOR PHASE 2: The timeframe for Phase 2 activities is as follows:

- Initial stakeholder conversations: **Week of October 2, 2017**
- Creation of Initial Concept Plan: **October 9 through October 20, 2017**
- Meet with City staff to review Initial Concept Plan: **Week of October 23, 2017**

Phase 2 Fee: $8,000.00

PHASE 3: COMMUNITY ENGAGEMENT

Meaningful public engagement is a source of strength for planning and design initiatives. The City of Muskegon has done an exceptional job of deploying civic outreach programs to solicit ideas, identify common interests, and cultivate enthusiastic support for the many previously completed plans.

Our proposed process aims to build on – not duplicate – this previous robust engagement. Phase 3 proposes an active effort that focuses engagement on specific, targeted issues and activities that inform and guide the refinement of the Initial Concept Plan while also formulating realistic and tenable implementation strategies.

The community engagement phase of this work includes:

- **Public Workshops:** A series of place-based mobile workshops over the course of one day to engage with residents and stakeholders. These workshops will review the Initial Concept Plan and seek input regarding implementation strategies. We propose to conduct these meetings at locations within the four study areas (West Waterfront, Lower West Western, Central Waterfront, and East Waterfront) during the course of this one day.

  Each public workshop will likely include the following sequence of events:
  1. An overview of the Initial Concept Plan and how it relates to the past planning efforts.
  2. A place-based site walk to familiarize participants with the context and to facilitate further ideation regarding the specific area.
  3. Engagement exercises and conversations regarding techniques for connectivity, land-use, public access to the waterfront, public realm urban design, aesthetics, transportation, sustainability, and resiliency related to each specific place.
  4. Discussion about strategies for the short- and mid-term implementation techniques for each specific place.

  This process will be repeated in each of the four (4) workshops over the course of this one-day activity, starting with a morning session and concluding with an evening session.

- **Follow-up Stakeholder Conversations:** After the public workshops follow-up interviews with key stakeholders and developers of properties in the West Waterfront, Lower West Western, Central Waterfront, and East Waterfront study areas will be conducted. It is the intent of these meetings to refine the Initial Concept Plan, to review results of public workshops, and to provide potential short- and mid-term specific implementation strategies.

  This series of interviews will also include a separate session with city staff.

ON-SITE VISITS AND MEETINGS FOR PHASE 3: This phase will include:

- Four (4) public workshops conducted in consecutive sequence over the course of one (1) day at each of the referenced study areas. Each workshop will be approximately 1½ hours in duration.
- Four (4) 1-hour meetings with stakeholders and one (1) meeting with City staff conducted during a single one (1) day visit.

The public workshops will be during a one-day visit and the stakeholder interviews will be on a later day following the conclusion of the workshops.

DELIVERABLES FOR PHASE 3: Presentation graphics for the public workshops and work product to be incorporated into final plan.

TIMEFRAME FOR PHASE 3: The timeframe for Phase 3 activities is as follows:

- Public Workshops: **October 30, 2017 (alternate date could be November 3, 2017)**
- Follow-up stakeholder conversations: **November 6, 2017**

Phase 3 Fee: $12,000.00

PHASE 4: PREFERRED PLAN AND IMPLEMENTATION

The consultant team will create a Preferred Plan based upon the information gathered in Phase 1 and the input received in Phases 2 and 3, as well as best practices in urban design, planning, and sustainability to hone a single and clear preferred vision and final development strategy.

The Preferred Plan will strive to balance community aspirations with the practical realities of the market and existing context. This plan will also include realistic short-, mid-, and long-term implementation strategies that can be initiated and completed by collaborative efforts of citizens, the City, and the development community.

The Preferred Plan and implementation strategies will likely be illustrated through various techniques that are established during Phase 3. These may include connectivity, land-use, public access to the waterfront, public realm urban design, aesthetics, transportation, sustainability, and resiliency.

ON-SITE VISITS AND MEETINGS FOR PHASE 4: This phase will include:

- One (1) presentation to the Planning Commission / City Commission at a joint public meeting to review the final plan document

DELIVERABLES FOR PHASE 4: Final Preferred Plan with Implementation Strategies. The Plan and implementation will be incorporated into a bound document that includes a summary of the process, analysis, and input in a graphic-based easy to understand format.

The final document will also be delivered in poster format for use by the client. The production of up to twenty-five (25) single sheet posters is also included in this proposal.

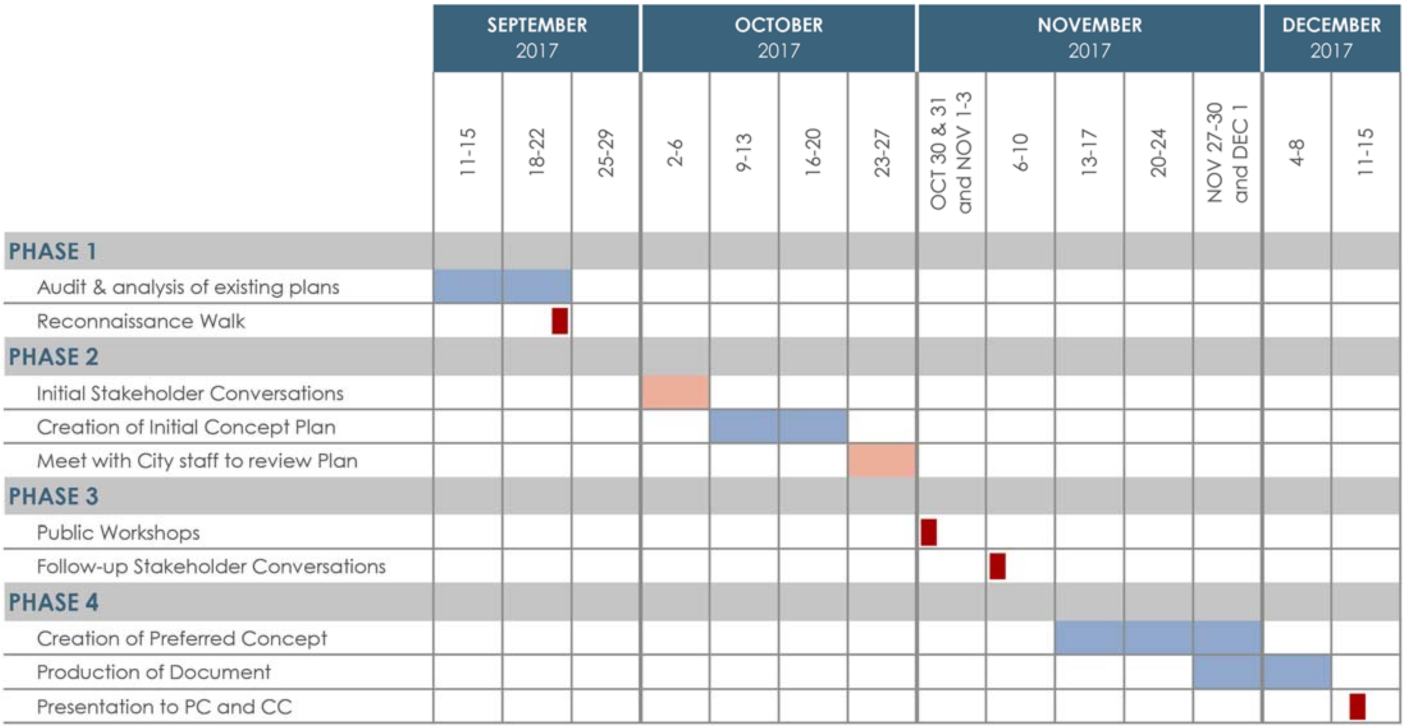
TIMEFRAME FOR PHASE 4: The timeframe for Phase 4 activities is as follows:

- Creation of Preferred Concept & Implementation Strategies: **November 13 through December 1, 2017**
- Production of document and presentation preparation: **December 1 through December 8, 2017**
- Presentation to Planning Commission / City Commission: **December 12, 2017**

Phase 4 Fee: $15,000.00

PROJECT SUMMARY

timeline



Engagement: Recommended day of event, refer to scope

Engagement: Recommended date range for event, with specific day of event to be determined

Design Team Process

fee

PHASE 1 .... $5,000.00
PHASE 2 .... $8,000.00
PHASE 3 .... $12,000.00
PHASE 4 .... $15,000.00

Project Total $40,000.00

AGENDA ITEM NO. _______________
CITY COMMISSION MEETING _________________________

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: September 6, 2017

RE: Fund Transfer

SUMMARY OF REQUEST:

FY 2016-17 finished slightly stronger than anticipated. In particular, the police department was nearly $800,000 under budget and revenues associated with income taxes and rental registrations were up. The net result is an anticipated one-time surplus in the General Fund equal to nearly $1.2 Million. Staff is recommending that $1 Million be transferred to the Public Improvement Fund in preparation for a number of anticipated capital needs.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

Amend the 2016-17 Budget to transfer $1 Million from the General Fund to the Public Improvement Fund.

STAFF RECOMMENDATION:

Approve the transfer of $1 Million from the General Fund to the Public Improvement Fund

COMMITTEE RECOMMENDATION:

AGENDA ITEM NO. ________________
CITY COMMISSION MEETING __________________________

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: September 6, 2017

RE: GVSU Affiliate Agreement

SUMMARY OF REQUEST:

Enter into an affiliate agreement with GVSU to accommodate Commissioner Warren's continued education in the Clinical Dietetics Program.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approve the affiliate agreement with Grand Valley State University.

COMMITTEE RECOMMENDATION:

HEALTH-RELATED ACADEMIC PROGRAM AFFILIATION AGREEMENT
GRAND VALLEY STATE UNIVERSITY

THIS AGREEMENT, set forth **October 1, 2017** is made and entered into by and between **City of Muskegon,** located at 933 Terrace Street, Muskegon, Michigan 49440 (“Agency") and **Grand Valley State University**, a Michigan constitutional body corporate, located at 1 Campus Drive, Allendale, Michigan 49401 (“University”). This Agreement hereby supersedes and replaces any and all preexisting affiliation agreements between the Agency and the University.

R E C I T A L S

The University is an institution of higher learning, which operates numerous health-related academic programs for students, many of which include experiential learning requirements for the purpose of education and training (all health-related academic programs for students at University are hereinafter identified as the “Program”).

The Agency possesses certain facilities, equipment, services, and personnel within its Agency and various Agency locations, or contracted with third party agencies, conducive to the on-site educational component of the Programs. The Agency has an interest in and the resources for providing education and training experiences to University students, and is willing to grant students (hereinafter identified as the “Student(s)”) and University faculty access to and use of such facilities and services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **University’s Responsibilities.** The University agrees, during the term of this Agreement to do as follows with respect to the Program(s):

(a) Schedule Students and their respective educational experiences in accordance with the instructional plan specific to each Program at times mutually agreed upon between the University and the Agency.

(b) Appoint a representative ("Program Coordinator") for each Program who shall coordinate all aspects of the Student’s on-site educational experience with the designated Agency Representative (defined in Section 2(e) below).

(c) Provide instruction to each Student, in accordance with professional training standards and present for educational experience at the Agency only Students who have satisfactorily completed the didactic educational aspects of the Program.

(d) Require each Student to pass an appropriate screening confirming the Student is capable of participating in an experiential learning opportunity. University Program Coordinator shall work with Agency Representative to determine the screening appropriate to the Program or discipline's health compliance requirements and/or as required by the Agency. Only those requirements mutually determined to be necessary will be completed by the Student.

- Annual Tuberculosis (TB) screening;
- Measles (Rubeola), Mumps and Rubella (MMR)
  - Documented two vaccinations **OR** titer results indicating immunity;
  - If vaccination documents are not available and titer is negative, revaccination is required;
- Tetanus, Diphtheria and Pertussis (Tdap) – Must meet criteria #1 and #2:
  - Criteria #1 – One dose of Tdap regardless of when previous dose of Tetanus diphtheria (Td) was received, **AND**
  - Criteria #2 – A Td or Tdap vaccination within the last ten years;
- Influenza (flu)
  - Annual influenza vaccination;
  - Additional strain influenza, if applicable and available;
- Meningococcal
  - One adult Meningococcal vaccination and a booster dose every five years for individuals who are routinely exposed to isolates of Neisseria meningitidis;
- Varicella (Chicken Pox)
  - Documented two vaccinations **OR** confirmed disease by medical provider **OR** titer results indicating immunity;
  - If vaccination documents are not available and titer is negative, revaccination is required;
- Hepatitis B
  - Documented immunization series of three vaccinations **AND** a Hepatitis B surface antibody titer result indicating immunity;
  - If an individual's titer result is negative after initial vaccination series, an additional booster dose and/or an entire second series of three vaccinations is required followed by titer retesting four-six weeks after last vaccination;
  - If subsequent titer test is negative following an entire second vaccination series, the individual is considered a non-responder and a signed *Hepatitis B Waiver-Non-responder form* will be required;
  - If record of the initial series of Hepatitis B vaccination is unobtainable, and the titer indicates immunity, the individual will be required to receive a complete vaccination series. If the individual chooses not to obtain additional Hepatitis B vaccinations, a signed *Hepatitis B Waiver-Lack of Vaccine Documentation with Positive Titer form* will be required;
- Cardiopulmonary Resuscitation (CPR)
  - Current certification as applicable to the requirements of the Student's Program.

(e) Train with respect to compliance and inform University faculty and Students of the expectation that they comply with Occupational Safety & Health Administration's (OSHA's) Bloodborne Pathogen Standard, 29 CFR sec. 1910.1030, et seq. if they can be reasonably anticipated to have Occupational Exposure, as the term is interpreted by OSHA, while participating in educational experiences at the Agency. The University and its Students are informed to immediately report to the Agency's designated office any exposure incidents that occur while performing work on the Agency premises.

(f) Maintain all educational records and reports relating to participation by individual Students in the educational program, the Agency shall have no responsibility to maintain any such records. The Agency shall refer all requests for information respecting such records to University. University agrees to comply with applicable statutes, rules, and regulations respecting the maintenance of and release of information from such records.

(g) Encourage Students to maintain their own health insurance. Any cost incurred due to injury/illness is the responsibility of the Student.

(h) Have full responsibility for the conduct of any Student's or University faculty member's disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations, and case law.

(i) Be responsible for providing for the Student accommodations required pursuant to the Americans with Disabilities Act that are not Agency-related. The University shall notify the Agency in advance of Agency-related accommodations and/or access accommodations requested by the Student and required pursuant to the Americans with Disabilities Act.

(j) If applicable to the Program, provide University faculty members and Students with personal radiation monitoring devices to be worn according to University policies. The University faculty members and Students shall adhere to the radiation safety policies of the University, including the policy on pregnancy.

2. **Agency's Responsibilities.** The Agency agrees, during the term of this Agreement that:

(a) No provision of this Agreement shall prevent the Agency from refusing to accept any Student or University faculty member of each Program at the Agency who has previously been discharged for cause as an employee of the Agency, who has been removed from or relieved of responsibilities for cause by the Agency, who would not be eligible for employment by the Agency, or who the Agency otherwise deems, in its sole and reasonable judgment, to be unacceptable.

(b) One of the following two educational models may be utilized by the University and Agency. The model selected is dependent on the educational experience needed as determined by the University in consultation and cooperation with the Agency.

Model A

Each University faculty member assumes accountability for the education and supervision of their assigned Student(s) and is responsible for the evaluation of Student(s) performance. Agency personnel will facilitate Student(s) learning through the collaborative nature of the learning environment.

Model B

Agency personnel assume responsibility for supervision of Student(s) with the support of the University faculty. These Agency personnel meet criteria to serve as preceptor as determined by the University, and have the endorsement of the Agency's Administrator or designee. The preceptor will assist Students to achieve the objectives of the course in which they are enrolled, monitor Student progress, and provide feedback to both the Student and University faculty regarding Student performance. The University faculty will assume responsibility for the educational component, provide guidance and support to the preceptor, utilize feedback from the preceptor, and assign the Student grades. For health-related academic programs, the Agency shall provide supervision of all patient care activities.

(c) The Agency's supervisory personnel may, in its sole discretion, relieve a Student or University faculty member from a specific assignment or require that such Student or University faculty member leave the Agency and not return until a final determination of the future status of such Student or University faculty member shall be made. The Agency shall submit a detailed written report of any such action to the University within three business days (excluding Saturdays, Sundays, and holidays) after its occurrence and the parties shall cooperate in an effort to avoid a recurrence.

(d) The Agency shall permit University faculty and Students access to and use of its facilities and services in accordance with the instructional plan set forth at the times mutually agreed upon by University and the Agency. The Agency shall cooperate with University in planning and conducting the Student experience, to the end that the Student experience may be appropriate in light of University's educational objectives.

(e) The Agency shall appoint a representative ("Agency Representative") who will coordinate the use of Agency services by each Student and University faculty member.

(f) If applicable, the Agency shall provide access to and use of various sources of information for educational purposes, including but not limited to patient records, client, member or athlete training/treatment records, nursing station references, pertinent procedures and policy manuals, and standard references such as medical dictionaries, sports/athletics practical references, and information on diagnostic tests, drugs, etc. Notwithstanding the foregoing, Students shall not be allowed to copy or cause to be copied, patient/client/member/athlete medical records (whether or not de-identified) or confidential Agency documents such as policies or procedures without written permission from Agency personnel.

(g) The Agency may permit, upon reasonable request, the inspection of facilities by agencies charged with the responsibility for accreditation of the University's Programs.

(h) The Agency shall inform the University of the Agency rules and regulations applicable to the University faculty and Students and provide orientation for Students and any University faculty involved in the Program at the Agency. The University shall inform the University faculty and Students of the expectation that they comply with all applicable rules and regulations of the Agency. The Agency shall keep the University apprised of any and all changes in the Agency's applicable policies and procedures.

(i) The Agency agrees to provide and be responsible for maintenance and repair of all facilities and equipment for the Students assigned to the Agency. The Agency shall also provide any required identification for admission to the Agency.

3. **Indemnification and Insurance**. The parties mutually acknowledge and agree as follows:

(a) To the extent permitted by law, each party covenants and agrees to indemnify and save each other party harmless from any liability, loss, damage or expense, including legal fees, arising out of the negligent performance of their respective obligations under this Agreement or by anyone for whom they are in law responsible. The parties hereto agree that they shall co-operate with each other in the defense of any such action, including providing each other with prompt notice of any such action and the provision of all material documentation. In no event shall a party be liable (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

(b) In order to insure against potential liability arising out of the activities performed under, or in any manner related to, this Agreement, Agency and University each agree to obtain and maintain, in force and effect, liability insurance in the types and amounts set forth below:

i. Each party agrees to maintain comprehensive general liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 aggregate. Both the Agency and University agree that such insurance cannot be cancelled before the expiration date thereof. Certificate evidencing compliance of such insurance shall be provided to each party upon request of the other.

ii. University shall maintain professional liability insurance covering the University faculty and Students assigned to the Agency with limits of $1,000,000 per occurrence and $3,000,000 annual aggregate. University agrees that such insurance cannot be cancelled before the expiration date thereof. Certificate evidencing compliance of such insurance shall be provided to the Agency upon request.

iii. Agency shall maintain professional liability insurance covering the Agency, its professional employees and staff with limits of $1,000,000 per occurrence and $3,000,000 annual aggregate. Agency agrees that such insurance cannot be cancelled before the expiration date thereof. Certificate evidencing compliance of such insurance shall be provided to the University upon request.

4. **Limitations on Access**. The Agency reserves the right to restrict any and all Program activity when, in the sole discretion of the Agency, the health, welfare and safety of any patient

requires such a restriction. The Agency, in consultation with the Program Coordinator, further reserves the right to refuse access to its Agency to any Student or University faculty member who fails to conform to pertinent Agency rules and regulations.

5. **Term of Agreement**. The term of this Agreement shall be for one year commencing on **October 1, 2017 through September 30, 2018** and shall automatically renew for additional one year terms on the anniversary date unless any party hereto terminates this Agreement by providing ninety (90) days prior written notice to the other party. Termination shall not prevent any Student who is then satisfactorily participating under this Agreement from completing the Program.

6. **Nonemployee Status**. It is understood between the parties that Students are placed at the Agency in order to fulfill academic requirements of University and that University has complete control over all academic aspects of each Program. The parties acknowledge that the duties performed by Students are not performed as employees but in fulfillment of the academic requirements related to their Program and are performed under supervision of University's faculty. It is similarly acknowledged that the duties performed by University's faculty members at the Agency are intended to fulfill the academic requirements of University's Students and are not performed as employees of the Agency. At no time shall Students replace or substitute for any employee of the Agency nor shall Students perform any of the duties normally performed by employees of the Agency except such duties as is part of their training and are performed pursuant to this Agreement. Consistent with this provision, Students and University faculty shall not receive compensation from the Agency and shall not be eligible for any Agency employee benefits. Students shall be identified as Students of University through the use of identification badges furnished by University.

7. **Employee Status.** During the period that University's Students are placed at the Agency in order to fulfill academic requirements of the University a Student may enter into an employment relationship with the Agency (including internships that pay stipends or wages to Students). If the Agency and Student enter into such an employment relationship, the Agency and Student shall establish any and all terms of that employment relationship, including hours, wages, and fringe benefits. University shall not be a party to such an employment relationship. If the Agency and Student enter into such an employment relationship, that relationship shall be independent of, outside the scope of, and shall in no way modify or abrogate the obligations of the University and Agency under this Agreement, unless the parties expressly provide otherwise in writing.

8. **Worker's Compensation Claims**. Agency expects and University agrees that University is insured for worker's compensation and University shall indemnify and hold the Agency harmless from any worker's compensation claims, including actual medical and compensation benefits paid to or for University faculty members by the Agency plus the Agency's claims handling expense, including administrative costs and legal fees and expenses. The Agency agrees to immediately notify University's Legal, Compliance & Risk Management Division in the event a University faculty member files a worker's compensation claim or in the event the Agency files notification with the Worker's Compensation Bureau of the University faculty's injury prior to a claim being made. In the event the Agency determines not to contest any such claim, it shall give timely notice to University of such determination so that University may direct the Agency to contest such claim,

provided, however, that in such event the expenses of contesting such claims shall be borne by University.

9. **<u>Compliance with Law and Regulations</u>.** The parties acknowledge that this Agreement is subject to, and agree to comply with, applicable local, state, and federal statutes, rules, and regulations ("Applicable Law"). Any such provisions of Applicable Law that currently or in the future invalidate any term of this Agreement, that are inconsistent with any term of this Agreement, or that would cause one or both of the parties to be in violation of law while performing this Agreement shall be deemed to have superseded the terms of this Agreement. The parties shall use their best efforts to accommodate the terms and intent of this Agreement consistent with the requirements of Applicable Law.

10. **<u>Non-Exclusivity</u>.** The parties understand and agree that this is not an exclusive agreement and the Agency may contract with other providers to provide such service at its discretion.

11. **<u>Compliance.</u>** Services provided under this Agreement shall be provided in conformance with Applicable Law, applicable Agency bylaws, rules and regulations, Agency policies and any requirements of third party payers. University and Agency acknowledge that Students are volunteers and are considered a member of the Agency's workforce as defined in 45 C.F.R. § 160.103, for the limited purposes of the Health Insurance Portability and Accountability Act (HIPAA). University faculty and Students perform no functions of this Agreement as a Business Associate for the Agency, as defined in 45 C.F.R. § 160.103, for the limited purposes of HIPAA.

12. **<u>Confidentiality</u>.** University agrees and will instruct its Students and University faculty to respect the confidential nature of all information that they have access to, including but not limited to patients'/clients'/members'/athletes' personal health information. University shall advise all Students and University faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information and Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Recovery and Reinvestment Act of 2009, to the extent applicable, and shall provide training in the requirements of the privacy and security provisions of HIPAA. During the term of this Agreement, and any additional period where Students or University faculty are present at the Agency providing care/treatment/services or participating in the provision of care/treatment/services to Agency's patients/clients/members/athletes, University shall NOT require or permit Students to remove any records, patient/client/member/athlete records or any Protected Health Information, if applicable, (as that term is defined under the HIPAA Privacy Standards) from the Agency. University shall not require or permit Students to use patient/client/member/athlete specific case examples with identifying patient/client/member/athlete information in any educational presentations and shall not require or permit Students to provide any Protected Health Information to University as proof of completion of specific academic requirements relative to the completion of Students' Program or curriculum without appropriate HIPAA protections (e.g. HIPAA-compliant authorization from the patient/client/member/athlete).

13. **<u>FERPA.</u>** Agency and University each agree to recognize the confidential status of Student educational records pursuant to the Family Educational Rights and Privacy Act (FERPA) and will

respect the confidential nature of the Student information provided to the Agency pursuant to this Agreement. Both parties shall abide by the limitations on re-disclosure of personally identifiable Student information from educational records as set forth in the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99).

14. **Assignment**. Neither party may assign any rights or obligations under this Agreement without prior written approval of the other party.

15. **Third Parties**. This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment, provided that such assignment is not prohibited under the terms of this Agreement, and no other person, shall have the right to enforce any of the provisions contained herein.

16. **Amendments**. This Agreement may be amended at any time by mutual agreement of the parties hereto, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties. Such amendments or modifications shall be attached hereto and shall become part of this Agreement.

17. **Complete Agreement**. This Agreement, executed by the contracting parties, contains the entire understanding of the parties with respect to the subject matter hereof and such understanding may not be modified except in writing signed by the parties.

18. **Severability**. If any provision of this Agreement is found to be unenforceable or illegal, the remaining part of the Agreement shall remain in effect and be enforceable.

19. **Counterparts**. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Electronic signatures will be considered originals.

20. **General Provisions**. The Agency and University mutually acknowledge and agree:

(a) Each party shall be separately responsible for compliance with all Applicable Laws which may be applicable to their respective activities under each Program.

(b) During the term of this Agreement, the University and Agency agree to not discriminate against any person based on race, color, creed, ancestry, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, veteran status, pregnancy, or marital or parental status.

(c) In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

(d) The failure of either party to insist upon strict compliance with or performance of any provision of this Agreement by the other party shall not be deemed to be a waiver of said party's rights or remedies, nor shall it be construed as a waiver of any subsequent default.

(e) Notice. Any notice under this Agreement shall be directed to:

CITY OF MUSKEGON:
Frank Peterson
City Manager
City of Muskegon
933 Terrace Street
Muskegon, MI 49440
frank.peterson@shorelinecity.com

GRAND VALLEY STATE UNIVERSITY:
Kimberly S. Muma, RN, BSN, BS, MS
Health Compliance Coordinator
Grand Valley State University
Office of the Vice Provost for Health – CHS 400
301 Michigan Street NE
Grand Rapids, MI 49503
mumakim@gvsu.edu

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives each having the authority to bind Agency and University, respectively.

CITY OF MUSKEGON

By: ______________________________

Frank Peterson
City Manager

Date: ______________________________

GRAND VALLEY STATE UNIVERSITY

By: ______________________________

Jean Nagelkerk, PhD, FNP, FNAP
Vice Provost for Health

Date: ______________________________

Commission Meeting Date: September 12th, 2017

Date: September 1, 2017

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Request to conduct a Public Hearing of the Community & Neighborhood Services Department 2016 Consolidated Annual Performance Evaluation Report (CAPER)

SUMMARY OF REQUEST: To conduct a public hearing of the 2016 CAPER projects funded through CDBG and HOME allocations to the City of Muskegon Community and Neighborhood Services department.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To submit the 2016 CAPER, including any public comments received during the 15 day comment period ending September 19, 2017.

COMMITTEE RECOMMENDATION: None

Commission Meeting Date: September 12, 2017

Date: September 7, 2017

To: Honorable Mayor and City Commissioners

From: Planning & Economic Development

RE: Public Hearing – Amendments to the Downtown Development Plan and Tax Increment Finance Plan of the City of Muskegon

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SUMMARY OF REQUEST:

To hold a public hearing and approve the amendments to the Downtown Development Plan and Tax Increment Finance Plan, which includes removing certain parcels from the plan and adding other certain parcels into the plan. The amendments also include extending the duration of the plan until October 1, 2042.

FINANCIAL IMPACT:

It is anticipated that the Downtown Development Authority will capture increased values with future development.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the plan amendments.

COMMITTEE RECOMMENDATION:

The Downtown Development Authority unanimously approved the plan amendments at their August 8 meeting.

City of Muskegon
County of Muskegon, Michigan

ORDINANCE NO. _______

AN ORDINANCE APPROVING AMENDMENTS TO
THE DOWNTOWN DEVELOPMENT PLAN
AND TAX INCREMENT FINANCE PLAN OF THE CITY OF MUSKEGON
DOWNTOWN DEVELOPMENT AUTHORITY

Recitals

WHEREAS, the Muskegon Downtown Development Authority (the "Authority") has previously prepared and approved a Downtown Development Plan and Tax Increment Finance Plan (the "Plan") for the Development Area described in the Plan, which was approved by the City Commission on July 12, 1988, pursuant to Ordinance No. 969; and,

WHEREAS, the City Commission approved amendments to the Plan on March 31, 1989, (the "1989 Amendment") pursuant to Ordinance No. 982; and,

WHEREAS, the City Commission approved amendments to the Plan on August 28, 2001, pursuant to Ordinance No. 2050; and,

WHEREAS, the City Commission approved amendments to the Plan on November 13, 2001, pursuant to Ordinance No. 2060; and,

WHEREAS, the Authority has prepared and recommended for approval an amendment, attached hereto as Exhibit A (the "Plan Amendment"), to the Plan; and,

WHEREAS, on September 12, 2017, the City Commission held a public hearing on the Plan Amendment pursuant to Act 197, Public Acts of Michigan, 1975, as amended (the "Act"); and,

WHEREAS, the purpose of the amendment is to amend the Development Plan and Tax Increment Financing Plan to remove certain parcels and to include certain parcels from the development area set forth in those Plans and to extend the duration of the Development Plan and Tax Increment Financing Plan; and,

WHEREAS the City Commission has given the taxing jurisdictions in which the Development Area is located an opportunity to meet with the City Commission and to express their views and recommendations regarding the Plan Amendment as required by the Act,

NOW, THEREFORE, THE CITY OF MUSKEGON ORDAINS:

1. Findings

(a) The development plan portion of the Plan, as amended by the Plan Amendment, meets the requirements set forth in Section 17(2) of the Act, and the tax increment financing plan portion of the Plan, as amended by the Plan Amendment, meets the requirements set forth in Section 14(2) of the Act.

(b) The proposed method of financing the development is feasible and the Authority has the ability to arrange the financing.

(c) The development is reasonable and necessary to carry out the purposes of the Act.

(d) Any land included within the Development Area to be acquired is reasonably necessary to carry out the purposes of the Act.

(e) The Plan, as amended by the Plan Amendment, is in reasonable accord with the master plan of the City.

(f) Public services, such as fire and police protection and utilities, are or will be adequate to service the Development Area.

(g) Changes in zoning, streets, street levels, intersections, and utilities, to the extent required by the Plan, as amended by the Plan Amendment, are reasonably necessary for the Plan, as amended by the Plan Amendment, and for the City.

2. Public Purpose. The City Commission hereby determines that the Plan, as amended by the Plan Amendment, constitutes a public purpose.

3. Best Interest of the Public. The City Commission hereby determines that it is in the best interests of the public to halt property value deterioration, increase property tax valuation, eliminate the causes of the deterioration in property values, and to promote growth in the Downtown District to proceed with the Plan, as amended by the Plan Amendment.

4. Approval and Adoption of Plan Amendment. The Plan Amendment is hereby approved and adopted. A copy of the Plan, the Plan Amendment, and all later amendments thereto shall be maintained on file in the City Clerk's office.

5. Amendment to Ordinance No. 969; Conflict and Severability. Ordinance No. 969 is hereby amended by this Ordinance. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of the Ordinance are, to the extent of such conflict, hereby repealed. Each section of the Ordinance and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision of the Ordinance.

6. Paragraph Headings. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of the Ordinance.

7. Publication and Recordation. A Notice of Adoption shall be published promptly after the Ordinance is adopted in the Muskegon Chronicle, a newspaper of general circulation in the City, qualified under State law to publish legal notices, and shall be recorded in the Ordinance Book of the City, which recording shall be authenticated by the signature of the City Clerk.

8. Effective Date. The Ordinance is hereby determined by the City Commission to be immediately necessary for the interests of the City and shall be in full force and effect from and after its passage and publication as required by law.

Passed and adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, on September 12, 2017.

AYES: Members ____

____

NAYS: Members ____

ABSENT: Members ____

ORDINANCE DECLARED ADOPTED.

CITY OF MUSKEGON

By______________________________
Ann Marie Meisch
City Clerk

I hereby certify that the foregoing is a true and complete copy of Ordinance No. _____ adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on September 12, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

____
Ann Marie Meisch
City Clerk

EXHIBIT 1
DEVELOPMENT PLAN AMENDMENT

The original Development Plan of 1988, as amended in 1989 and twice in 2001, is further amended in Section II.A. to amend the boundaries of the DDA development area by deleting the parcels described in Exhibit A.

The original Development Plan of 1988, as amended in 1989 and twice in 2001, is further amended in Section II.A. to amend the boundaries of the DDA development area by including the parcels described in Exhibit B.

The original Development Plan of 1988, as amended in 1989 and twice in 2001, is further amended in Section III.E. to extend the term of the Plan by amending Section III.E. to read as follows:

E. <u>Duration of Plan</u>

The tax increment financing plan shall continue until October 1, 2042. Various projects within the Plan may be undertaken in phases other than those set forth in the Plan, depending on the urgency and opportunities presented from time to time. If the projects are not undertaken as described in the Plan, however, an amendment to the Plan will be required, with a public hearing and approval by the City Commission.

EXHIBIT A

PROPERTY TO BE DELETED FROM THE PLAN

Parcel ID Number	Address
24-205-574-0001-05	1060 W Western Ave
24-957-006-0002-00	1133 W Western Ave
24-958-006-0002-00	1133 W Western Ave
24-205-577-0004-00	1148 W Western Ave
24-520-000-0000-00	1200 Lakeshore Dr
24-205-581-0006-20	1250 Lakeshore Dr
24-900-251-3080-00	221 W Webster Ave 301
24-900-251-1840-00	221 W Webster Ave 400
24-900-251-4291-00	221 W Webster Ave Suite 401
24-205-173-0002-00	30 E Clay Ave
24-792-000-0000-00	316 Morris Ave
24-900-251-2415-00	316 Morris Ave
24-967-213-0011-00	316 Morris Ave
24-968-213-0011-00	316 Morris Ave
24-900-251-4140-00	316 Morris Ave 170
24-900-251-2026-00	316 Morris Ave 230
24-900-251-2885-00	316 Morris Ave 410
24-900-251-0905-00	316 Morris Ave 500
24-900-251-1443-00	316 Morris Ave 520
24-900-251-6197-00	316 Morris Ave 610
24-900-251-3269-00	316 Morris Ave S220
24-900-251-5260-00	316 Morris Ave Ste 701
24-900-251-3348-00	316 Morris Ave Suite 260
24-900-251-5164-00	316 Morris Ave Suite 440
24-900-251-6854-00	316 Morris Ave Suite 655
24-900-251-0508-00	351 Morris Ave
24-205-313-0003-00	425 W Western Ave
24-205-313-0006-00	451 W Western Ave
24-900-251-0758-00	590 Ottawa St
24-900-251-1888-00	740 W Shoreline Dr
24-205-177-0004-00	820 Pine St
24-900-251-4700-00	820 Pine St
24-900-251-6561-00	820 Terrace St

24-900-251-1032-00	878 Jefferson St
24-485-000-0004-00	878 Jefferson St 1
24-485-000-0005-00	878 Jefferson St 5
24-205-574-0001-20	920 W Western Ave
24-900-251-5884-00	920 W Western Ave
24-900-251-1589-00	965 W Western Ave
24-900-351-0420-00	965 W Western Ave
24-205-173-0001-00	105 E Western
24-205-314-0007-00	1060 5th Ave
24-205-469-0003-00	1083 W Western Ave
24-205-315-0007-00	1104 6th St
24-205-496-0001-00	1133 W Western Ave
24-900-251-0335-00	1148 W Western Ave
24-900-351-0430-00	1148 W Western Ave
24-205-175-0018-00	118 W Clay Ave
24-900-251-3420-00	1189 Peck St
24-900-251-3407-00	120 W Apple Ave
24-900-251-3425-00	120 W Apple Ave
24-520-000-0001-00	1200 Lakeshore Dr
24-520-000-0002-00	1200 Lakeshore Dr
24-520-000-0003-00	1200 Lakeshore Dr
24-520-000-0004-00	1200 Lakeshore Dr
24-520-000-0005-00	1200 Lakeshore Dr
24-520-000-0006-00	1200 Lakeshore Dr
24-520-000-0007-00	1200 Lakeshore Dr
24-520-000-0008-00	1200 Lakeshore Dr
24-520-000-0009-00	1200 Lakeshore Dr
24-520-000-0010-00	1200 Lakeshore Dr
24-520-000-0011-00	1200 Lakeshore Dr
24-520-000-0012-00	1200 Lakeshore Dr
24-520-000-0013-00	1200 Lakeshore Dr
24-520-000-0014-00	1200 Lakeshore Dr
24-520-000-0015-00	1200 Lakeshore Dr
24-520-000-0016-00	1200 Lakeshore Dr
24-520-000-0017-00	1200 Lakeshore Dr
24-520-000-0018-00	1200 Lakeshore Dr
24-520-000-0019-00	1200 Lakeshore Dr
24-520-000-0020-00	1200 Lakeshore Dr
24-520-000-0021-00	1200 Lakeshore Dr

24-520-000-0022-00	1200 Lakeshore Dr
24-520-000-0023-00	1200 Lakeshore Dr
24-520-000-0024-00	1200 Lakeshore Dr
24-520-000-0025-00	1200 Lakeshore Dr
24-520-000-0026-00	1200 Lakeshore Dr
24-520-000-0027-00	1200 Lakeshore Dr
24-520-000-0028-00	1200 Lakeshore Dr
24-520-000-0029-00	1200 Lakeshore Dr
24-520-000-0030-00	1200 Lakeshore Dr
24-520-000-0031-00	1200 Lakeshore Dr
24-520-000-0032-00	1200 Lakeshore Dr
24-520-000-0033-00	1200 Lakeshore Dr
24-520-000-0034-00	1200 Lakeshore Dr
24-520-000-0035-00	1200 Lakeshore Dr
24-520-000-0036-00	1200 Lakeshore Dr
24-520-000-0037-00	1200 Lakeshore Dr
24-520-000-0038-00	1200 Lakeshore Dr
24-520-000-0039-00	1200 Lakeshore Dr
24-520-000-0040-00	1200 Lakeshore Dr
24-520-000-0041-00	1200 Lakeshore Dr
24-520-000-0042-00	1200 Lakeshore Dr
24-520-000-0043-00	1200 Lakeshore Dr
24-520-000-0044-00	1200 Lakeshore Dr
24-520-000-0045-00	1200 Lakeshore Dr
24-520-000-0046-00	1200 Lakeshore Dr
24-520-000-0047-00	1200 Lakeshore Dr
24-520-000-0048-00	1200 Lakeshore Dr
24-520-000-0049-00	1200 Lakeshore Dr
24-520-000-0050-00	1200 Lakeshore Dr
24-520-000-0051-00	1200 Lakeshore Dr
24-520-000-0052-00	1200 Lakeshore Dr
24-520-000-0053-00	1200 Lakeshore Dr
24-520-000-0054-00	1200 Lakeshore Dr
24-520-000-0055-00	1200 Lakeshore Dr
24-520-000-0056-00	1200 Lakeshore Dr
24-520-000-0057-00	1200 Lakeshore Dr
24-520-000-0058-00	1200 Lakeshore Dr
24-520-000-0059-00	1200 Lakeshore Dr
24-520-000-0060-00	1200 Lakeshore Dr

24-520-000-0061-00	1200 Lakeshore Dr
24-520-000-0062-00	1200 Lakeshore Dr
24-520-000-0063-00	1200 Lakeshore Dr
24-900-251-3595-00	1200 Lakeshore Dr
24-205-317-0007-00	1208 8th St
24-205-176-0005-00	121 W Clay Ave
24-515-000-0000-00	1250 Lakeshore Dr
24-205-330-0003-00	163 Clay Ave
24-900-251-2635-00	183 W Clay Ave
24-205-187-0018-00	20 W Muskegon Ave
24-900-251-3925-00	20 W Muskegon Ave
24-205-186-0021-00	22 E Muskegon Ave
24-205-333-0001-00	221 W Webster Ave
24-900-251-2850-00	221 W Webster Ave 6th Floor
24-900-251-3245-00	2300 Henry St
24-205-123-0001-00	259 Ottawa Street
24-205-135-0001-00	276 Ottawa Street
24-205-174-0009-00	28 E Clay Ave
24-205-135-0002-00	280 Ottawa Street
24-900-251-5245-00	297 W Clay Ave
24-205-173-0005-00	30 E Clay Ave
24-205-134-0004-00	313 Ottawa Street
24-792-000-0001-00	316 Morris Ave
24-900-251-0585-00	316 Morris Ave 200
24-900-251-2380-00	316 Morris Ave 260
24-900-251-6325-00	316 Morris Ave 700
24-900-251-2385-00	351 Morris Ave
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24-205-564-0003-00	365 Morris Ave
24-205-177-0003-00	39 W Clay Ave
24-205-313-0008-10	396 W Clay Ave
24-900-251-4375-00	396 W Clay Ave
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24-205-146-0001-00	400 Ottawa Street
24-205-146-0002-00	412 Ottawa Street
24-205-145-0003-00	423 Ottawa Street
24-900-251-4480-00	425 W Western Ave
24-900-251-6510-00	425 W Western Ave

24-205-146-0008-00	431 Seaway Drive
24-900-251-2560-00	442 W Western Ave
24-900-251-4410-00	451 W Western Ave
24-900-251-4440-00	470 W Western Ave
24-205-314-0002-00	479 W Western Ave
24-900-251-5025-00	490 W Western Ave
24-205-567-0001-40	500 W Western Ave
24-205-315-0010-00	504 W Clay Ave
24-205-314-0006-00	505 W Western Ave
24-205-156-0011-00	510 Ottawa Street
24-205-159-0002-00	538 Ottawa Street
24-205-158-0002-00	545 Ottawa Street
24-900-251-5860-00	545 Ottawa Street
24-205-316-0017-00	552 W Clay Ave
24-205-315-0005-00	561 W Western Ave
24-205-158-0005-00	575 E Western Ave
24-205-169-0001-10	590 Ottawa Street
24-900-251-5820-00	590 Ottawa Street
24-205-170-0003-00	635 Ottawa Street
24-205-169-0004-10	654 Ottawa Street
24-900-251-3180-00	71 W Webster Ave
24-205-571-0001-20	740 W Shoreline Dr
24-205-174-0004-00	750 Pine Street
24-205-175-0021-00	777 Pine St
24-900-251-4445-00	777 Pine St
24-900-251-4915-00	794 Pine St
24-900-251-1255-00	810 Terrace St
24-205-176-0015-00	813 Pine St
24-900-251-0305-00	813 Pine St
24-205-177-0005-00	820 Pine St
24-205-175-0016-00	820 Terrace St
24-205-176-0013-00	821 Pine St
24-205-567-0002-30	823 3rd St
24-205-187-0001-00	833 Pine St
24-900-251-2275-00	845 Pine St
24-900-251-4695-00	866 Pine St
24-205-331-0001-10	877 Terrace St
24-485-000-0001-00	878 Jefferson St 1
24-485-000-0002-00	878 Jefferson St 2

24-205-310-0012-00	880 1st St
24-205-187-0010-00	888 Terrace St
24-205-186-0001-00	9 E Webster Ave
24-205-187-0016-00	908 Terrace St
24-205-467-0001-00	920 Washington Ave
24-205-332-0008-00	935 Jefferson St
24-900-251-5610-00	939 Third Street
24-205-567-0001-30	955 4th Street
24-205-468-0001-10	965 W Western Ave
24-205-313-0007-00	981 3rd St
24-900-251-4415-00	981 3rd St
24-981-000-0001-00	Pre 1994 IFT/CFT
24-025-100-0001-00	W Western Ave

EXHIBIT B

PROPERTY TO BE ADDED TO THE PLAN

Parcel ID Number	Address
24-900-351-0250-00	1204 W Western Ave
24-900-251-3830-00	165 W Clay Ave
24-205-177-0010-00	4 W Webster Ave
24-205-313-0005-00	441 W Western Ave
24-900-251-6185-00	464 W Clay Ave
24-900-251-6615-00	465 Ottawa St
24-205-314-0001-00	471 W Western Ave
24-205-552-0001-30	559 E Western Ave
24-900-251-6810-00	67 W Western Ave
24-794-000-0001-00	770 Terrace Point Dr
24-900-251-3330-00	896 Jefferson St
24-900-251-1435-00	900 3rd St 204
24-900-251-335-00	976 1st St

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

THE CITY OF MUSKEGON DOWNTOWN DEVELOPMENT AUTHORITY

RESOLUTION NO. _____

A resolution amending the Downtown Development Plan and Tax Increment Financing Plan of the Muskegon Downtown Development Authority.

The Downtown Development Authority of the City of Muskegon hereby RESOLVES:

Recitals

1. It appears to the Downtown Development Authority that the continued inclusion of certain parcels described in Exhibit A in the Downtown Development and Tax Increment Financing Plans, given its present use and status, represents risk to the City and to the DDA in the form of reduced taxes and tax increment revenues.

2. Because of the status of the Downtown Development Authority bond, removal of the property from the said plans will not adversely affect bonding obligations of the Authority or the City.

3. It appears to the Downtown Development Authority that the addition of certain parcels described in Exhibit B in the Downtown Development and Tax Increment Financing Plans, given its present use and status, represents a benefit to the City and to the DDA in the form of additional tax increment revenues.

4. Because of the status of the Downtown Development Authority bond, additional property to the said plans will assist bonding obligations of the Authority or the City.

5. The factual circumstances and objectives set forth in Sections 14 and 17(2) of Act 197 of the Public Acts of 1975 (the Downtown Development Authority Act) will continue to be viable and be better accomplished by the plans after removal of certain parcels and the inclusion of certain parcels.

WHEREFORE, THE DOWNTOWN DEVELOPMENT AUTHORITY HEREBY RESOLVES:

1. That the Downtown Development Plan and Tax Increment Financing Plans (collectively, the "Plan") for the development area described in the Plan as presently amended should be and are further amended to exclude the property described in Exhibit A and the inclusion of the property described in Exhibit B.

2. The Downtown Development Authority hereby requests the City Commission of the City of Muskegon to take the appropriate action and follow the appropriate procedures under the Downtown Development Authority Act, Act 197 of the Public Acts of 1975, to exclude the property described in Exhibit A and to include the property described in Exhibit B from the Downtown Development and Tax Increment Financing Plans previously adopted by Ordinance No. 969 on July 12, 1988, and amended by Ordinance No. 982 on March 31, 1989, and Ordinance No. 2050 on August 28, 2001 and Ordinance No. 2060 on November 13, 2001.

3. The Downtown Development Authority hereby requests the City Commission of the City of Muskegon to take appropriate action to amend Section III.E. of the Plan to read as follows:

   E. Duration of Plan

   The tax increment financing plan shall continue until October 1, 2042. Various projects within the Plan may be undertaken in phases other than those set forth in the Plan, depending on the urgency and opportunities presented from time to time. If the projects are not undertaken as described in the Plan, however, an amendment to the Plan will be required, with a public hearing and approval by the City Commission.

4. The Secretary of the Authority is directed to deliver this Resolution forthwith to the City Clerk for consideration by the City Commission of the City of Muskegon.

This resolution passed.

Ayes P. Edbrooke, M. Kleaveland, F. Peterson, J. Moore, J. Riegler, H. Sytsema, J. Wallace Jr, R. Pesch, D. Kalisz

Nays None

CITY OF MUSKEGON DOWNTOWN DEVELOPMENT AUTHORITY

By Paul Edbrooke

Paul Edbrooke, Vice Chairman

And

Michael I Kleaveland, Secretary

CERTIFICATE

The above is a true copy of a resolution adopted by the City of Muskegon Downtown Development Authority and signed by the Chairman and Secretary of the Authority, at a meeting held August 8, 2017. The meeting was noticed and held in accordance with the Open meetings Act of the State of Michigan.

CITY OF MUSKEGON DOWNTOWN
DEVELOPMENT AUTHORITY

By______________________

Michael I Kleaveland, Secretary

EXHIBIT A

PROPERTY TO BE DELETED FROM THE PLAN

Parcel ID Number	Address
24-205-574-0001-05	1060 W Western Ave
24-957-006-0002-00	1133 W Western Ave
24-958-006-0002-00	1133 W Western Ave
24-205-577-0004-00	1148 W Western Ave
24-520-000-0000-00	1200 Lakeshore Dr
24-205-581-0006-20	1250 Lakeshore Dr
24-900-251-3080-00	221 W Webster Ave 301
24-900-251-1840-00	221 W Webster Ave 400
24-900-251-4291-00	221 W Webster Ave Suite 401
24-205-173-0002-00	30 E Clay Ave
24-792-000-0000-00	316 Morris Ave
24-900-251-2415-00	316 Morris Ave
24-967-213-0011-00	316 Morris Ave
24-968-213-0011-00	316 Morris Ave
24-900-251-4140-00	316 Morris Ave 170
24-900-251-2026-00	316 Morris Ave 230
24-900-251-2885-00	316 Morris Ave 410
24-900-251-0905-00	316 Morris Ave 500
24-900-251-1443-00	316 Morris Ave 520
24-900-251-6197-00	316 Morris Ave 610
24-900-251-3269-00	316 Morris Ave S220
24-900-251-5260-00	316 Morris Ave Ste 701
24-900-251-3348-00	316 Morris Ave Suite 260
24-900-251-5164-00	316 Morris Ave Suite 440
24-900-251-6854-00	316 Morris Ave Suite 655
24-900-251-0508-00	351 Morris Ave
24-205-313-0003-00	425 W Western Ave
24-205-313-0006-00	451 W Western Ave
24-900-251-0758-00	590 Ottawa St
24-900-251-1888-00	740 W Shoreline Dr
24-205-177-0004-00	820 Pine St
24-900-251-4700-00	820 Pine St
24-900-251-6561-00	820 Terrace St

24-900-251-1032-00	878 Jefferson St
24-485-000-0004-00	878 Jefferson St 1
24-485-000-0005-00	878 Jefferson St 5
24-205-574-0001-20	920 W Western Ave
24-900-251-5884-00	920 W Western Ave
24-900-251-1589-00	965 W Western Ave
24-900-351-0420-00	965 W Western Ave
24-205-173-0001-00	105 E Western
24-205-314-0007-00	1060 5th Ave
24-205-469-0003-00	1083 W Western Ave
24-205-315-0007-00	1104 6th St
24-205-496-0001-00	1133 W Western Ave
24-900-251-0335-00	1148 W Western Ave
24-900-351-0430-00	1148 W Western Ave
24-205-175-0018-00	118 W Clay Ave
24-900-251-3420-00	1189 Peck St
24-900-251-3407-00	120 W Apple Ave
24-900-251-3425-00	120 W Apple Ave
24-520-000-0001-00	1200 Lakeshore Dr
24-520-000-0002-00	1200 Lakeshore Dr
24-520-000-0003-00	1200 Lakeshore Dr
24-520-000-0004-00	1200 Lakeshore Dr
24-520-000-0005-00	1200 Lakeshore Dr
24-520-000-0006-00	1200 Lakeshore Dr
24-520-000-0007-00	1200 Lakeshore Dr
24-520-000-0008-00	1200 Lakeshore Dr
24-520-000-0009-00	1200 Lakeshore Dr
24-520-000-0010-00	1200 Lakeshore Dr
24-520-000-0011-00	1200 Lakeshore Dr
24-520-000-0012-00	1200 Lakeshore Dr
24-520-000-0013-00	1200 Lakeshore Dr
24-520-000-0014-00	1200 Lakeshore Dr
24-520-000-0015-00	1200 Lakeshore Dr
24-520-000-0016-00	1200 Lakeshore Dr
24-520-000-0017-00	1200 Lakeshore Dr
24-520-000-0018-00	1200 Lakeshore Dr
24-520-000-0019-00	1200 Lakeshore Dr
24-520-000-0020-00	1200 Lakeshore Dr
24-520-000-0021-00	1200 Lakeshore Dr

24-520-000-0022-00	1200 Lakeshore Dr
24-520-000-0023-00	1200 Lakeshore Dr
24-520-000-0024-00	1200 Lakeshore Dr
24-520-000-0025-00	1200 Lakeshore Dr
24-520-000-0026-00	1200 Lakeshore Dr
24-520-000-0027-00	1200 Lakeshore Dr
24-520-000-0028-00	1200 Lakeshore Dr
24-520-000-0029-00	1200 Lakeshore Dr
24-520-000-0030-00	1200 Lakeshore Dr
24-520-000-0031-00	1200 Lakeshore Dr
24-520-000-0032-00	1200 Lakeshore Dr
24-520-000-0033-00	1200 Lakeshore Dr
24-520-000-0034-00	1200 Lakeshore Dr
24-520-000-0035-00	1200 Lakeshore Dr
24-520-000-0036-00	1200 Lakeshore Dr
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24-520-000-0038-00	1200 Lakeshore Dr
24-520-000-0039-00	1200 Lakeshore Dr
24-520-000-0040-00	1200 Lakeshore Dr
24-520-000-0041-00	1200 Lakeshore Dr
24-520-000-0042-00	1200 Lakeshore Dr
24-520-000-0043-00	1200 Lakeshore Dr
24-520-000-0044-00	1200 Lakeshore Dr
24-520-000-0045-00	1200 Lakeshore Dr
24-520-000-0046-00	1200 Lakeshore Dr
24-520-000-0047-00	1200 Lakeshore Dr
24-520-000-0048-00	1200 Lakeshore Dr
24-520-000-0049-00	1200 Lakeshore Dr
24-520-000-0050-00	1200 Lakeshore Dr
24-520-000-0051-00	1200 Lakeshore Dr
24-520-000-0052-00	1200 Lakeshore Dr
24-520-000-0053-00	1200 Lakeshore Dr
24-520-000-0054-00	1200 Lakeshore Dr
24-520-000-0055-00	1200 Lakeshore Dr
24-520-000-0056-00	1200 Lakeshore Dr
24-520-000-0057-00	1200 Lakeshore Dr
24-520-000-0058-00	1200 Lakeshore Dr
24-520-000-0059-00	1200 Lakeshore Dr
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24-520-000-0061-00	1200 Lakeshore Dr
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24-205-317-0007-00	1208 8th St
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24-205-186-0021-00	22 E Muskegon Ave
24-205-333-0001-00	221 W Webster Ave
24-900-251-2850-00	221 W Webster Ave 6th Floor
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24-900-251-4480-00	425 W Western Ave
24-900-251-6510-00	425 W Western Ave

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24-900-251-2560-00	442 W Western Ave
24-900-251-4410-00	451 W Western Ave
24-900-251-4440-00	470 W Western Ave
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24-900-251-5025-00	490 W Western Ave
24-205-567-0001-40	500 W Western Ave
24-205-315-0010-00	504 W Clay Ave
24-205-314-0006-00	505 W Western Ave
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24-205-175-0021-00	777 Pine St
24-900-251-4445-00	777 Pine St
24-900-251-4915-00	794 Pine St
24-900-251-1255-00	810 Terrace St
24-205-176-0015-00	813 Pine St
24-900-251-0305-00	813 Pine St
24-205-177-0005-00	820 Pine St
24-205-175-0016-00	820 Terrace St
24-205-176-0013-00	821 Pine St
24-205-567-0002-30	823 3rd St
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24-900-251-2275-00	845 Pine St
24-900-251-4695-00	866 Pine St
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24-485-000-0001-00	878 Jefferson St 1
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24-205-310-0012-00	880 1st St
24-205-187-0010-00	888 Terrace St
24-205-186-0001-00	9 E Webster Ave
24-205-187-0016-00	908 Terrace St
24-205-467-0001-00	920 Washington Ave
24-205-332-0008-00	935 Jefferson St
24-900-251-5610-00	939 Third Street
24-205-567-0001-30	955 4th Street
24-205-468-0001-10	965 W Western Ave
24-205-313-0007-00	981 3rd St
24-900-251-4415-00	981 3rd St
24-981-000-0001-00	Pre 1994 IFT/CFT
24-025-100-0001-00	W Western Ave

EXHIBIT B

PROPERTY TO BE ADDED TO THE PLAN

Parcel ID Number	Address
24-900-351-0250-00	1204 W Western Ave
24-900-251-3830-00	165 W Clay Ave
24-205-177-0010-00	4 W Webster Ave
24-205-313-0005-00	441 W Western Ave
24-900-251-6185-00	464 W Clay Ave
24-900-251-6615-00	465 Ottawa St
24-205-314-0001-00	471 W Western Ave
24-205-552-0001-30	559 E Western Ave
24-900-251-6810-00	67 W Western Ave
24-794-000-0001-00	770 Terrace Point Dr
24-900-251-3330-00	896 Jefferson St
24-900-251-1435-00	900 3rd St 204
24-900-251-335-00	976 1st St

City of Muskegon
County of Muskegon, Michigan

ORDINANCE NO. _______

AN ORDINANCE APPROVING AMENDMENTS TO
THE DOWNTOWN DEVELOPMENT PLAN
AND TAX INCREMENT FINANCE PLAN OF THE CITY OF MUSKEGON
DOWNTOWN DEVELOPMENT AUTHORITY

Recitals

WHEREAS, the Muskegon Downtown Development Authority (the "Authority") has previously prepared and approved a Downtown Development Plan and Tax Increment Finance Plan (the "Plan") for the Development Area described in the Plan, which was approved by the City Commission on July 12, 1988, pursuant to Ordinance No. 969; and,

WHEREAS, the City Commission approved amendments to the Plan on March 31, 1989, (the "1989 Amendment") pursuant to Ordinance No. 982; and,

WHEREAS, the City Commission approved amendments to the Plan on August 28, 2001, pursuant to Ordinance No. 2050; and,

WHEREAS, the City Commission approved amendments to the Plan on November 13, 2001, pursuant to Ordinance No. 2060; and,

WHEREAS, the Authority has prepared and recommended for approval an amendment, attached hereto as Exhibit A (the "Plan Amendment"), to the Plan; and,

WHEREAS, on September 12, 2017, the City Commission held a public hearing on the Plan Amendment pursuant to Act 197, Public Acts of Michigan, 1975, as amended (the "Act"); and,

WHEREAS, the purpose of the amendment is to amend the Development Plan and Tax Increment Financing Plan to remove certain parcels and to include certain parcels from the development area set forth in those Plans and to extend the duration of the Development Plan and Tax Increment Financing Plan; and,

WHEREAS the City Commission has given the taxing jurisdictions in which the Development Area is located an opportunity to meet with the City Commission and to express their views and recommendations regarding the Plan Amendment as required by the Act,

NOW, THEREFORE, THE CITY OF MUSKEGON ORDAINS:

1. Findings

(a) The development plan portion of the Plan, as amended by the Plan Amendment, meets the requirements set forth in Section 17(2) of the Act, and the tax increment financing plan portion of the Plan, as amended by the Plan Amendment, meets the requirements set forth in Section 14(2) of the Act.

(b) The proposed method of financing the development is feasible and the Authority has the ability to arrange the financing.

(c) The development is reasonable and necessary to carry out the purposes of the Act.

(d) Any land included within the Development Area to be acquired is reasonably necessary to carry out the purposes of the Act.

(e) The Plan, as amended by the Plan Amendment, is in reasonable accord with the master plan of the City.

(f) Public services, such as fire and police protection and utilities, are or will be adequate to service the Development Area.

(g) Changes in zoning, streets, street levels, intersections, and utilities, to the extent required by the Plan, as amended by the Plan Amendment, are reasonably necessary for the Plan, as amended by the Plan Amendment, and for the City.

2. Public Purpose. The City Commission hereby determines that the Plan, as amended by the Plan Amendment, constitutes a public purpose.

3. Best Interest of the Public. The City Commission hereby determines that it is in the best interests of the public to halt property value deterioration, increase property tax valuation, eliminate the causes of the deterioration in property values, and to promote growth in the Downtown District to proceed with the Plan, as amended by the Plan Amendment.

4. Approval and Adoption of Plan Amendment. The Plan Amendment is hereby approved and adopted. A copy of the Plan, the Plan Amendment, and all later amendments thereto shall be maintained on file in the City Clerk's office.

5. Amendment to Ordinance No. 969; Conflict and Severability. Ordinance No. 969 is hereby amended by this Ordinance. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of the Ordinance are, to the extent of such conflict, hereby repealed. Each section of the Ordinance and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision of the Ordinance.

6. Paragraph Headings. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of the Ordinance.

7. Publication and Recordation. A Notice of Adoption shall be published promptly after the Ordinance is adopted in the Muskegon Chronicle, a newspaper of general circulation in the City, qualified under State law to publish legal notices, and shall be recorded in the Ordinance Book of the City, which recording shall be authenticated by the signature of the City Clerk.

8. Effective Date. The Ordinance is hereby determined by the City Commission to be immediately necessary for the interests of the City and shall be in full force and effect from and after its passage and publication as required by law.

Passed and adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, on September 12, 2017.

AYES: Members ____

____

NAYS: Members ____

ABSENT: Members ____

ORDINANCE DECLARED ADOPTED.

CITY OF MUSKEGON

By___________________________
Ann Marie Meisch
City Clerk

I hereby certify that the foregoing is a true and complete copy of Ordinance No. _____ adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on September 12, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

____
Ann Marie Meisch
City Clerk

EXHIBIT 1
DEVELOPMENT PLAN AMENDMENT

The original Development Plan of 1988, as amended in 1989 and twice in 2001, is further amended in Section II.A. to amend the boundaries of the DDA development area by deleting the parcels described in Exhibit A.

The original Development Plan of 1988, as amended in 1989 and twice in 2001, is further amended in Section II.A. to amend the boundaries of the DDA development area by including the parcels described in Exhibit B.

The original Development Plan of 1988, as amended in 1989 and twice in 2001, is further amended in Section III.E. to extend the term of the Plan by amending Section III.E. to read as follows:

E. Duration of Plan

The tax increment financing plan shall continue until October 1, 2042. Various projects within the Plan may be undertaken in phases other than those set forth in the Plan, depending on the urgency and opportunities presented from time to time. If the projects are not undertaken as described in the Plan, however, an amendment to the Plan will be required, with a public hearing and approval by the City Commission.

EXHIBIT A

PROPERTY TO BE DELETED FROM THE PLAN

Parcel ID Number	Address
24-205-574-0001-05	1060 W Western Ave
24-957-006-0002-00	1133 W Western Ave
24-958-006-0002-00	1133 W Western Ave
24-205-577-0004-00	1148 W Western Ave
24-520-000-0000-00	1200 Lakeshore Dr
24-205-581-0006-20	1250 Lakeshore Dr
24-900-251-3080-00	221 W Webster Ave 301
24-900-251-1840-00	221 W Webster Ave 400
24-900-251-4291-00	221 W Webster Ave Suite 401
24-205-173-0002-00	30 E Clay Ave
24-792-000-0000-00	316 Morris Ave
24-900-251-2415-00	316 Morris Ave
24-967-213-0011-00	316 Morris Ave
24-968-213-0011-00	316 Morris Ave
24-900-251-4140-00	316 Morris Ave 170
24-900-251-2026-00	316 Morris Ave 230
24-900-251-2885-00	316 Morris Ave 410
24-900-251-0905-00	316 Morris Ave 500
24-900-251-1443-00	316 Morris Ave 520
24-900-251-6197-00	316 Morris Ave 610
24-900-251-3269-00	316 Morris Ave S220
24-900-251-5260-00	316 Morris Ave Ste 701
24-900-251-3348-00	316 Morris Ave Suite 260
24-900-251-5164-00	316 Morris Ave Suite 440
24-900-251-6854-00	316 Morris Ave Suite 655
24-900-251-0508-00	351 Morris Ave
24-205-313-0003-00	425 W Western Ave
24-205-313-0006-00	451 W Western Ave
24-900-251-0758-00	590 Ottawa St
24-900-251-1888-00	740 W Shoreline Dr
24-205-177-0004-00	820 Pine St
24-900-251-4700-00	820 Pine St
24-900-251-6561-00	820 Terrace St

24-900-251-1032-00	878 Jefferson St
24-485-000-0004-00	878 Jefferson St 1
24-485-000-0005-00	878 Jefferson St 5
24-205-574-0001-20	920 W Western Ave
24-900-251-5884-00	920 W Western Ave
24-900-251-1589-00	965 W Western Ave
24-900-351-0420-00	965 W Western Ave
24-205-173-0001-00	105 E Western
24-205-314-0007-00	1060 5th Ave
24-205-469-0003-00	1083 W Western Ave
24-205-315-0007-00	1104 6th St
24-205-496-0001-00	1133 W Western Ave
24-900-251-0335-00	1148 W Western Ave
24-900-351-0430-00	1148 W Western Ave
24-205-175-0018-00	118 W Clay Ave
24-900-251-3420-00	1189 Peck St
24-900-251-3407-00	120 W Apple Ave
24-900-251-3425-00	120 W Apple Ave
24-520-000-0001-00	1200 Lakeshore Dr
24-520-000-0002-00	1200 Lakeshore Dr
24-520-000-0003-00	1200 Lakeshore Dr
24-520-000-0004-00	1200 Lakeshore Dr
24-520-000-0005-00	1200 Lakeshore Dr
24-520-000-0006-00	1200 Lakeshore Dr
24-520-000-0007-00	1200 Lakeshore Dr
24-520-000-0008-00	1200 Lakeshore Dr
24-520-000-0009-00	1200 Lakeshore Dr
24-520-000-0010-00	1200 Lakeshore Dr
24-520-000-0011-00	1200 Lakeshore Dr
24-520-000-0012-00	1200 Lakeshore Dr
24-520-000-0013-00	1200 Lakeshore Dr
24-520-000-0014-00	1200 Lakeshore Dr
24-520-000-0015-00	1200 Lakeshore Dr
24-520-000-0016-00	1200 Lakeshore Dr
24-520-000-0017-00	1200 Lakeshore Dr
24-520-000-0018-00	1200 Lakeshore Dr
24-520-000-0019-00	1200 Lakeshore Dr
24-520-000-0020-00	1200 Lakeshore Dr
24-520-000-0021-00	1200 Lakeshore Dr

24-520-000-0022-00	1200 Lakeshore Dr
24-520-000-0023-00	1200 Lakeshore Dr
24-520-000-0024-00	1200 Lakeshore Dr
24-520-000-0025-00	1200 Lakeshore Dr
24-520-000-0026-00	1200 Lakeshore Dr
24-520-000-0027-00	1200 Lakeshore Dr
24-520-000-0028-00	1200 Lakeshore Dr
24-520-000-0029-00	1200 Lakeshore Dr
24-520-000-0030-00	1200 Lakeshore Dr
24-520-000-0031-00	1200 Lakeshore Dr
24-520-000-0032-00	1200 Lakeshore Dr
24-520-000-0033-00	1200 Lakeshore Dr
24-520-000-0034-00	1200 Lakeshore Dr
24-520-000-0035-00	1200 Lakeshore Dr
24-520-000-0036-00	1200 Lakeshore Dr
24-520-000-0037-00	1200 Lakeshore Dr
24-520-000-0038-00	1200 Lakeshore Dr
24-520-000-0039-00	1200 Lakeshore Dr
24-520-000-0040-00	1200 Lakeshore Dr
24-520-000-0041-00	1200 Lakeshore Dr
24-520-000-0042-00	1200 Lakeshore Dr
24-520-000-0043-00	1200 Lakeshore Dr
24-520-000-0044-00	1200 Lakeshore Dr
24-520-000-0045-00	1200 Lakeshore Dr
24-520-000-0046-00	1200 Lakeshore Dr
24-520-000-0047-00	1200 Lakeshore Dr
24-520-000-0048-00	1200 Lakeshore Dr
24-520-000-0049-00	1200 Lakeshore Dr
24-520-000-0050-00	1200 Lakeshore Dr
24-520-000-0051-00	1200 Lakeshore Dr
24-520-000-0052-00	1200 Lakeshore Dr
24-520-000-0053-00	1200 Lakeshore Dr
24-520-000-0054-00	1200 Lakeshore Dr
24-520-000-0055-00	1200 Lakeshore Dr
24-520-000-0056-00	1200 Lakeshore Dr
24-520-000-0057-00	1200 Lakeshore Dr
24-520-000-0058-00	1200 Lakeshore Dr
24-520-000-0059-00	1200 Lakeshore Dr
24-520-000-0060-00	1200 Lakeshore Dr

24-520-000-0061-00	1200 Lakeshore Dr
24-520-000-0062-00	1200 Lakeshore Dr
24-520-000-0063-00	1200 Lakeshore Dr
24-900-251-3595-00	1200 Lakeshore Dr
24-205-317-0007-00	1208 8th St
24-205-176-0005-00	121 W Clay Ave
24-515-000-0000-00	1250 Lakeshore Dr
24-205-330-0003-00	163 Clay Ave
24-900-251-2635-00	183 W Clay Ave
24-205-187-0018-00	20 W Muskegon Ave
24-900-251-3925-00	20 W Muskegon Ave
24-205-186-0021-00	22 E Muskegon Ave
24-205-333-0001-00	221 W Webster Ave
24-900-251-2850-00	221 W Webster Ave 6th Floor
24-900-251-3245-00	2300 Henry St
24-205-123-0001-00	259 Ottawa Street
24-205-135-0001-00	276 Ottawa Street
24-205-174-0009-00	28 E Clay Ave
24-205-135-0002-00	280 Ottawa Street
24-900-251-5245-00	297 W Clay Ave
24-205-173-0005-00	30 E Clay Ave
24-205-134-0004-00	313 Ottawa Street
24-792-000-0001-00	316 Morris Ave
24-900-251-0585-00	316 Morris Ave 200
24-900-251-2380-00	316 Morris Ave 260
24-900-251-6325-00	316 Morris Ave 700
24-900-251-2385-00	351 Morris Ave
24-205-186-0024-00	36 E Muskegon Ave
24-205-564-0003-00	365 Morris Ave
24-205-177-0003-00	39 W Clay Ave
24-205-313-0008-10	396 W Clay Ave
24-900-251-4375-00	396 W Clay Ave
24-205-173-0005-10	4 W Clay Ave
24-205-146-0001-00	400 Ottawa Street
24-205-146-0002-00	412 Ottawa Street
24-205-145-0003-00	423 Ottawa Street
24-900-251-4480-00	425 W Western Ave
24-900-251-6510-00	425 W Western Ave

24-205-146-0008-00	431 Seaway Drive
24-900-251-2560-00	442 W Western Ave
24-900-251-4410-00	451 W Western Ave
24-900-251-4440-00	470 W Western Ave
24-205-314-0002-00	479 W Western Ave
24-900-251-5025-00	490 W Western Ave
24-205-567-0001-40	500 W Western Ave
24-205-315-0010-00	504 W Clay Ave
24-205-314-0006-00	505 W Western Ave
24-205-156-0011-00	510 Ottawa Street
24-205-159-0002-00	538 Ottawa Street
24-205-158-0002-00	545 Ottawa Street
24-900-251-5860-00	545 Ottawa Street
24-205-316-0017-00	552 W Clay Ave
24-205-315-0005-00	561 W Western Ave
24-205-158-0005-00	575 E Western Ave
24-205-169-0001-10	590 Ottawa Street
24-900-251-5820-00	590 Ottawa Street
24-205-170-0003-00	635 Ottawa Street
24-205-169-0004-10	654 Ottawa Street
24-900-251-3180-00	71 W Webster Ave
24-205-571-0001-20	740 W Shoreline Dr
24-205-174-0004-00	750 Pine Street
24-205-175-0021-00	777 Pine St
24-900-251-4445-00	777 Pine St
24-900-251-4915-00	794 Pine St
24-900-251-1255-00	810 Terrace St
24-205-176-0015-00	813 Pine St
24-900-251-0305-00	813 Pine St
24-205-177-0005-00	820 Pine St
24-205-175-0016-00	820 Terrace St
24-205-176-0013-00	821 Pine St
24-205-567-0002-30	823 3rd St
24-205-187-0001-00	833 Pine St
24-900-251-2275-00	845 Pine St
24-900-251-4695-00	866 Pine St
24-205-331-0001-10	877 Terrace St
24-485-000-0001-00	878 Jefferson St 1
24-485-000-0002-00	878 Jefferson St 2

24-205-310-0012-00	880 1st St
24-205-187-0010-00	888 Terrace St
24-205-186-0001-00	9 E Webster Ave
24-205-187-0016-00	908 Terrace St
24-205-467-0001-00	920 Washington Ave
24-205-332-0008-00	935 Jefferson St
24-900-251-5610-00	939 Third Street
24-205-567-0001-30	955 4th Street
24-205-468-0001-10	965 W Western Ave
24-205-313-0007-00	981 3rd St
24-900-251-4415-00	981 3rd St
24-981-000-0001-00	Pre 1994 IFT/CFT
24-025-100-0001-00	W Western Ave

EXHIBIT B

PROPERTY TO BE ADDED TO THE PLAN

Parcel ID Number	Address
24-<u>900</u>-351-0250-00	1204 W Western Ave
24-<u>900</u>-251-3830-00	165 W Clay Ave
24-205-177-0010-00	4 W Webster Ave
24-205-313-0005-00	441 W Western Ave
24-<u>900</u>-251-6185-00	464 W Clay Ave
24-<u>900</u>-251-6615-00	465 Ottawa St
24-205-314-0001-00	471 W Western Ave
24-205-552-0001-30	559 E Western Ave
24-<u>900</u>-251-6810-00	67 W Western Ave
24-794-000-0001-00	770 Terrace Point Dr
24-<u>900</u>-251-3330-00	896 Jefferson St
24-<u>900</u>-251-1435-00	900 3rd St 204
24-<u>900</u>-251-335-00	976 1st St

*personal property parcels underlined