

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 25, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Youth Basketball League and Open Gym Proposal – Muskegon Public Schools** Planning and Economic Development
 - C. Certification of MERS Representatives** Finance
 - D. Lakeshore Museum Loan Agreement (LaFrance Fire Truck)** Public Safety
 - E. Special Liquor License – Michigan Irish Music Festival** Public Safety
 - F. MSI Property – “Agreement of Purchase and Sale” (PA)** Planning and Economic Development
 - G. Sale of Boat Slip (A-08) at Harbour Towne** Department of Public Works
 - H. Public Safety Director Employment Agreement** City Manager
 - I. City Manager Employment Agreement** City Manager
- ☐ **PUBLIC HEARINGS:**
- ☐ **COMMUNICATIONS:**
- ☐ **UNFINISHED BUSINESS:**
 - A. Section – 10-351 (F) (3) Registration of Rental Dwellings Ordinance Amendment** Public Safety

☐ **NEW BUSINESS:**

A. Request for \$9,000 from United Way for Day of Caring 2015 Department of Public Works

☐ **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: August 19, 2015

There are a number of items on the agenda that I thought you could use a little background on as you prepare for our meeting.

1. Under the consent agenda, we are asking the Commission to approve:
 - a. Last meeting's minutes.
 - b. Renewal of the youth basketball league and open gym agreement with Muskegon Public Schools. The cost of the program is \$18,500 annually – which is unchanged from previous years.
 - c. We are asking that the Commission certify Derrick Smith and Jan Labrenz as our City's MERS Representatives at the annual conference in Grand Rapids. MERS of Michigan is the retirement system that manages our employee pension program.
 - d. We are seeking approval of a renewed agreement to loan the LaFrance Fire Truck to the Lakeshore Museum Center.
 - e. We are seeking authorization to allow spirits to be sold that the Michigan Irish Music Festival in September. This is similar to requests previously approved for this event prior to 2015.
 - f. We are seeking approval to enter into a purchase agreement for 9 building lots in the Nelson Neighborhood. The lots comprise the area where the St. Joseph Church formerly stood. The land owner has agreed to sell the lots for \$5,000 each - \$45,000 total. These properties will be the catalyst for our market-rate home building program. Upon approval of the purchase, we expect to begin the planning/building process. The goal will be to have between 7 and 9 houses constructed on the site and ready for sale by late spring 2016.
 - g. We are seeking approval to sell a city-owned boat slip at Harbor Towne Marina for \$35,000.
 - h. We are seeking approval of the second amendment to the City Manager's employment agreement.
 - i. We are seeking approval of an employment agreement with the Public Safety Director. The goal of the employment agreement is to address a discrepancy in the employment status that has left the position ineligible for social security benefits.
2. Under Unfinished Business:
 - a. We are re-presenting the Fire/Escrow Ordinance that was initially presented at the meeting earlier this month. We took input from the individuals that spoke and eliminate the tiered

system of escrow requirement. Now, this with 10 or more rental houses will have the ability to escrow \$10,000 with the City in lieu of obtaining fire insurance.

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

A handwritten signature in black ink, appearing to read "Frank Peterson". The signature is stylized with a large initial "F" and a cursive "P".

Frank Peterson
City Manager

Date: August 25, 2015
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the August 10, 2015 Commission Worksession meeting and the August 11, 2015 City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
August 10, 2015
City Commission Chambers
5:30 PM

MINUTES

2015-55

Present: Commissioners German, Hood, Gawron, Johnson, Turnquist, and Spataro.

Absent: Commissioner Rinsema-Sybenga.

Legal Services.

The City Commission requested staff to negotiate a five year agreement for Legal Services with Parmenter O'Toole to provide both general legal and prosecution services. Staff is asking the Commission to approve a five year agreement.

This items will be on the August 11, 2015 Commission Meeting for consideration by the Commission.

International Property Maintenance Code.

We are currently operating under the State Construction code. The last update was around 2002. The Public Safety Director is recommending the Commission adopt the 2015 International Property Maintenance Code. The proposed code will complement the City's other existing codes. There are approximately 18 items in the current chapter 10 of the Building Ordinance that staff would recommend be retained. They include code related to rental registration, registering contractors, and the Housing Board of Appeals.

Commissioners indicated they would like a comparison of the proposed changes. Staff anticipates having a document prepared for the Commission to review in January.

Any Other Business

Vice Mayor Spataro stated Sixth and Webster should be a four-way stop as well as Walton and Pine.

Commissioner Johnson commented about the recent test to add stop signs at Pere Marquette Park.

A police officer directing traffic during heavily traveled times could be a solution.

The City indicated he will speak to the City Engineer and present a traffic control order to Commission.

Adjournment.

Motion by Commissioner Hood, seconded by Commissioner Johnson to adjourn at 7:03 p.m.

MOTION PASSES

**Ann Marie Meisch, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 11, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, August 11, 2015.

Mayor Stephen Gawron opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

Absent: Commissioner German and Commissioner Rinsema-Sybenga

2015-56 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the July 28, 2015 City Commission Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Legal Services City Manager

SUMMARY OF REQUEST: The City Commission requested staff to negotiate a five year agreement for Legal Services with Parmenter O'Toole to provide both general legal and prosecution services. Staff is asking the Commission to approve the five year agreement.

FINANCIAL IMPACT: \$300,000 annually

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the Legal Services Agreement with Parmenter O'Toole and authorize the City Clerk and Mayor to sign.

D. Bike Time – Rescind “Request for a 5-year commitment for Bike Time, 2015-2019” Planning and Economic Development

SUMMARY OF REQUEST: To terminate and rescind the “Request for a 5-year commitment for Bike Time, 2015-2019” granted by the City Commission on October 14, 2014.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: It is recommended that the October 14, 2014 City Commission’s motion granting a 5-year commitment for Bike Time, 2015-2019 be rescinded.

E. Rebel Road – Request for a 5-year commitment for Rebel Road, 2016-2020 Planning and Economic Development

SUMMARY OF REQUEST: Rebel Road has requested a five-year commitment from the City to host Rebel Road downtown. There are no major changes from the way Rebel Road was run in 2015, and the streets affected are the same as past years. This year, 2015, was the first year that Rebel Road replaced Bike Time and was organized by the Child Abuse Council in coordination with a number of downtown business owners. They are asking for the 5-year agreement to make planning the event easier. Knowing their plans well in advance should also help City staff with their planning.

Items requiring City Commission approval are the same as in previous years: that the City waive DPW equipment rental costs, that Rebel Road be able to use their own labor pool when possible rather than using City staff, and some deviation from street closure times listed in the City’s special event policy.

FINANCIAL IMPACT: Request for the waiver of equipment rental fees.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: It is recommended that staff be allowed to make the final decision regarding actual street closures, rental fees and costs to be coordinated through the City Manager. In addition, staff recommends that if Rebel Road picks up items such as picnic tables, bleachers, and trash cans for distribution at the proper locations, there will be no equipment rental charge to Rebel Road. This must first be approved by and coordinated through City staff. It is also recommended that City staff review staffing levels for City personnel with the Rebel Road staff, with the City making the final decision on the number of City staff needed for the event.

Regarding street closures, staff recommends approval with the condition that Rebel Road notify affected downtown businesses of the dates and times of street closures and the date and time that No Parking restrictions go into effect on those streets.

F. Sale of Property at 1690 Creston Street Planning and Economic Development

ITEM REMOVED PER REQUEST OF STAFF

G. Sale of Property at 881 Pine Street Planning and Economic Development

SUMMARY OF REQUEST: Staff is seeking approval to sell the buildable, commercially zoned lot at 881 Pine Street to the adjacent business, B.K. Muskegon Properties, LLC, at 928 Terrace Street. They will be remodeling the store and will use the new lot to add an additional drive thru lane. The lot measures roughly 8,700 square feet and the applicant has offered \$40,000 for the parcel.

FINANCIAL IMPACT: Staff recommends a sale price of \$40,000

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval and signature of the purchase agreement and resolution.

I. Approval of a Neighborhood Enterprise Zone Certificate Planning and Economic Development

SUMMARY OF REQUEST: An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Bruce Lindstrom for the new construction of a home at 331 Terrace Point Circle. The property is located in a Neighborhood Enterprise Zone for new construction. The application states that the estimated cost for construction will be \$382,446 in materials. The applicant has met local and state requirements for the issuance of the NEZ certificate. Approval or denial by the City Commission is required within 60 days of the application date and must be forwarded to the State Tax Commission.

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

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the NEZ Certificate.

Motion by Vice Mayor Spataro, second by Commissioner Johnson to accept the Consent Agenda as read with the exception of items C and H.

ROLL VOTE: Ayes: Gawron, Hood, Spataro, Turnquist, and Johnson.

Nays: None

MOTION PASSES

2015-57 ITEMS REMOVED FROM CONSENT AGENDA:

C. Section – 10-351 (F) (3) Registration of Rental Dwellings Ordinance Amendment Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the City Commission review and authorize the proposed amendment to Chapter 10 – Buildings, Article VI, Division 2, subdivision III “Rental Property”, of the City of Muskegon.

This ordinance amendment focuses on sub section (F) (3) which would allow an

“Alternative Escrow Option”; in lieu of dwelling fire insurance. The sub-section and associated bullet points (1-7) explain the escrow option for landlords who cannot obtain insurance or opt not to acquire dwelling insurance to repair or demolish a property after a catastrophic fire event.

FINANCIAL IMPACT: Relieve the City of Muskegon from bearing the expense to demolish uninsured rental properties that are damaged during a working fire.

BUDGET ACTION REQUIRED: N/A

STAFF RECOMMENDATION: Staff recommends approving this ordinance amendment as written.

Motion by Vice Mayor Spataro, second by Commissioner Turnquist approve the ordinance amendment as written. Second Reading Required.

ROLL VOTE: Ayes: Hood, Spataro, Turnquist, Johnson, and Gawron

Nays: None

MOTION PASSES

H. Amendment to the Janitorial Services Contract 2014-2017 Engineering

SUMMARY OF REQUEST: Amend the current janitorial services contract with Reliant Professional Cleaning Services to include the cleaning of the filtration plant facilities at an additional cost of \$1,189.00 per month, starting September 2015 thru April 2017.

FINANCIAL IMPACT: A total of \$23, 780 over the life of the contract.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Amend the current contract to include the cleaning of the filtration plant facilities as outlined for a monthly cost of \$1,189.00.

Motion by Commissioner Turnquist, second by Commissioner Johnson to amend the current contract to include the cleaning of the filtration plant facilities for a monthly cost of \$1,189.00.

ROLL VOTE: Ayes: Spataro, Turnquist, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

2015-58 NEW BUSINESS:

A. Designation of Voting Delegates for the Michigan Municipal League Annual Business Meeting City Clerk

SUMMARY OF REQUEST: To designate by action of the Commission, one of our officials who will be in attendance at the Convention as an official representative to cast the vote of the municipality at the Annual Meeting; and, if possible, to designate one other official to serve as alternate.

FINACIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Turnquist, second by Commissioner Johnson to approve Frank Peterson as delegate and Mohammed Al-Shatel as alternate delegate to cast the vote of the municipality at the Annual Meeting.

ROLL VOTE: Ayes: Spataro, Turnquist, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 5:57 p.m.

Respectfully submitted,

Ann Marie Meisch, MMC
City Clerk

Commission Meeting Date: August 25, 2015

Date: August 14, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Youth Basketball League and Open Gym
Proposal- Muskegon Public Schools**

SUMMARY OF REQUEST: The City of Muskegon has contracted with the Muskegon Public Schools ("Schools") for the management of the Youth Basketball League and Open Gym since 2010. The program has been successful (see attached report) and the Schools would like to manage the program for the 2015-2016 school year. The Commission is requested to approve the attached proposal and authorize staff to enter into an agreement with the Schools for oversight of the basketball program and the Open Gym program.

FINANCIAL IMPACT: The cost for the program is \$18,500 (which has not changed since 2010).

BUDGET ACTION REQUIRED: Funds are available through the Leisure Services budget.

STAFF RECOMMENDATION: To approve the "Youth Basketball League and Open Gym Proposal" and authorize staff to enter into a formal agreement with the Schools.



21st CCLC After School Programs 349 W. Webster Avenue, Muskegon, MI 49440 231-720-2000 Fax 231-720-2050

August 6, 2015

MPS 21st CCLC Youth Basketball League & Open Gym Proposal

From: Muskegon Public Schools
To: The City of Muskegon

Muskegon Public Schools is continually looking for new ways to "reach out and change lives" in our community. Collaborating with the City of Muskegon will help offer safe, positive after school recreational opportunities for the students serviced throughout our communities. Last year's Youth Basketball and Open Gym program established a successful foundation to sustain this collaborative effort. Based on review of expenses our current proposal is as follows:

- 1.) The MPS 21st CCLC After School Program office located @ Muskegon Hackley Administration Building, would administer the following programs: the Girls & Boys Youth Basketball League and City Open Gym. These programs would run between October 2015 and March 2016.
- 2.) The City of Muskegon would contribute \$18,500 towards this partnership. The funds would be used for the following expenses: program administration and supervision, custodial services, supplies/materials and support personnel (i.e. referee's and statisticians).

Program Descriptions:

- 1.) Boy's and girl's basketball seasons would run consecutively for (6) weeks with the (6th) week being tournament play to conclude each season. The girl's season would start Fall of 2015 and the boy's would begin after the conclusion of Christmas break (Winter 2016).
- 2.) Student registration fee would remain \$25 per student to include: reversible game jerseys, individual participation medals, team plaques, and trophies for the tournament champion and runner up teams will be provided.
- 3.) MPS will accept responsibility for all administrative and supervisory obligations for the Youth Basketball League and Open Gym.

Open Gym:

- 1.) Open gym will be offered for (3) hours to the community the day following the Saturday basketball games of both girls and boys seasons.
- 2.) MPS will accept responsibility for all administrative and supervisory obligations for the Open Gym program.

It is the policy of the Public Schools of the City of Muskegon that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity or in employment. If you feel you have been discriminated against, please contact the Office of the Assistant Superintendent of Human Resources, 349 W. Webster Avenue, Muskegon, MI 49440 (231) 720-2000

Grant Contacts

George Sharp
Assistant Director
21st CCLC
gsharp@mpsk12.net

231-720-2061

Kimberly Leavell
Director
21st CCLC
kleavell@mpsk12.net

231-720-2557

Muskegon Public Schools looks forward to our partnership for the 2015/2016 academic year.

City of Muskegon Final Report
Narrative & Financial Section
2014-2015

Program: Muskegon Public Schools Youth Basketball League and Open Gym

Legal name of Organization: MPS 21st CCLC Youth Basketball League and Open Gym

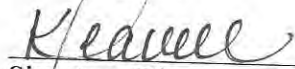
Contact Person: Kimberly Leavell & George Sharp **Phone Number:** 231-720-2557 or 720-2061

Address: 349 W. Webster Ave. Muskegon, MI. 49440

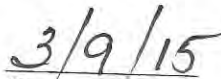
E-Mail Address: kleavell@mpsk12.net & gsharp@mpsk12.net

1. Narrative (on separate page/s)
 - a. Include specific outcomes and quantitative data (for Community Development Block Grant/CDBG funds, which are being used by the City for this program, the following information is needed: number of people served, race of people served, income level of people served- low-income, low-moderate, etc).
 - b. Explain results in outcome-based terms (e.g., what difference did it make for the population being served).
 - c. Did the project vary from the initial plans?
 - d. Describe any unanticipated benefits or challenges encountered during the programs.
 - e. What collaborative/cooperative efforts took place (organizations, individuals, etc)?
2. Public Relations
 - a. Any human interest story that helps explain the success of the programs?
 - b. Attach any material relating to the programs: press or news items, brochures, photographs.
3. Future Plans
 - a. Do you plan to sponsor these programs in the future? If so, what, if any changes are needed?
4. Financials
 - a. Provide a final budget for the Youth Basketball League program (including revenues and expenditures; **break-down of expenses per item for salary, supplies, etc, which is required for CDBG fund use**).
 - b. Provide a final budget for the Open Gym program (including revenue and expenditures).

I hereby certify that the funds provided by the City of Muskegon for the purposes of the aforementioned recreation programs were used for the direct support of these programs and for no other purposes.



Signature, Director



Date

1. **Narrative:**

A. Quantitative Data

- Served approximately 550-650 students and parents.
- Race of individuals served: 85% African American, 10% Caucasian, 2% Hispanic, 3% Other
- Low-Income/Poverty

Youth Basketball League 2014-2015

B. **Outcomes & Results:** differences made for the population serviced.

Muskegon Public Schools 21st CCLC Youth Basketball League serviced approximately 355 youth; 96 youth girl participants and 259 youth boy participants (**a 55 youth participation increase from 2013-14**).

The MPS 21st CCLC Youth Basketball League success lied within the fundamental core values of respect, health, integrity, and sportsmanship which are consistently reinforced by the staff and volunteers of our league. Our league provided safe, welcoming, healthy environments through weekly after school practices and Saturday games that ultimately sheltered the youth and from the potential of indulging in high risk activities within the community. Our department, staff, and coaches partnered very closely with the building principals, dean of students, and teachers of each participating school building to ensure all student athletes were meeting behavior & academic expectations outlined by their respective schools. The qualification for student participation in practices or games was solely determined based the athlete's behavior, grades at school and sportsmanship during games. Although it is hard to quantify if a reduction in a youth's negative behaviors in school were directly associated with their involvement in our youth basketball league; what we can measure is that our program significantly contributed to the many behavior and academic improvements exhibited daily at school and during our youth basketball league events based on the standards and expectations youth were held to as requirements for participating with our program.

Open Gym 2014-2015

This year Muskegon Public Schools 21st CCLC department offered the City of Muskegon Open Gym Program to the community from October 26, 2014 to December 7, 2015 and January 25, 2015 to February 22, 2015 totaling 10 weeks, from 1-4pm on Sunday evenings. Residents of Muskegon could use the gym for recreational use as an alternative to high risk activity. Through 10 weeks, a total of 470 individuals participated in this program averaging 45-50 youth on a weekly basis. Sign in sheets

this program averaging 45-50 youth on a weekly basis. Sign in sheets documented that 100% of the participants were residents of Muskegon County with close to 85% of the youth participants documented being eligible for free or reduced lunch.

- C. Our Project accomplished all initial plans and exceeded expectations with garnering a higher number of participants from the previous year.
- D. The concession/admission donations proved to be another beneficiary again this year as it allowed our department to provide hardship waivers for youth through the reducing of the tuition rate and or by waiving the tuition cost for the families of student athletes in need. We were able to put on a Charity All Star game event to highlight forty student athletes who were excelling in the classroom, meeting BIG RED behavioral expectations, and exhibiting great sportsmanship over the course of the league. Youth received job opportunities with our league as well as we generated enough funds to cover all additional expenses that were not covered by the award provided from the City of Muskegon.
- E. The following contributors or partners mentioned below helped ensure the youth basketball league & city open gym operated successfully. All collaborative efforts were greatly appreciated!
 - Muskegon Public Schools through their in-kind contributions of (building usage, electricity, advertisement, HR Department, etc.)
 - Three Oaks Public Schools Academy (building usage)
 - Muskegon Downtown Clergy (marketing)
 - Duren Photography (game photographs)

2. Public Relations

- A. In efforts to help compliment the City of Muskegon and the many philanthropic organizations across the country, the MPS 21st CCLC Youth Basketball League held their very own community service event in the form an All Star game. This event displayed the talents of forty 4th, 5th, & 6th grade girls who were rewarded for their excellence in the classroom, positive peer role modeling, meeting school and home behavior expectations and for being a good sport on and off the court. Donations from the event were given to the Clothes Closet at Lakeside Baptist Church, families of need referred to our department by the FRC (family resource center) and the participating school building principals. Please see attachments below highlighting our event!

Giving Back! Charity All Star Game!



3. **Future Plans**

- A. Yes, the Muskegon Public Schools 21st CCLC department plans on sponsoring these programs in the future. MPS will continue to grow the programs and extend invitations of collaborative efforts to other community recreational programs that may be happening during the same time.

4. **Financials:**

(Please note, the youth basketball league and open gym are included within the same budget)

- A. & B.

Budget: MPS 21st CCLC Youth Basketball & Open Gym

Revenues:

CDBG Funds:	\$12,333.34
Tuition:	\$ 6,475.00
Final Pay Due (City):	\$ 6,166.66
Open gym/Admission donations	\$ 3,141.00
Total Revenues:	\$28,116.00

Expenditures:

Staff (admin, event staff, supervisor):	\$11,657.61
Referees:	\$ 4,715.00
Custodial:	\$ 6,500.00
Supplies (jerseys, ribbons, trophies, balls, etc.)	\$ 4,574.62
Charity All Star Event	\$ 571.67
Total Expenditures:	\$28,018.90

Revenues – Expenditures \$ **97.10**

Commission Meeting Date: August 25, 2015

Date: August 19, 2015
To: Honorable Mayor and City Commissioners
From: Finance
RE: Certification of MERS Representatives

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 Jan Labrenz (Customer Service Representative II) from the clerical employees’ union group.

It is recommended that Derrick Smith (Finance Director) be designated as the City’s employer delegate.

FINANCIAL IMPACT: Registration for the MERS conference in Grand Rapids is \$175 per person. Additionally, mileage, hotel and related costs will be incurred.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Certification of Derrick Smith and Jan Labrenz to be the City’s officer and employee delegates at the MERS annual meeting in Grand Rapids October 8 - 9.

COMMISSION MEETING DATE: AUGUST 25, 2015

Date: August 14, 2015
To: Honorable Mayor and City Commissioners
From: Director of Public Safety Jeffrey Lewis 
Re: Lakeshore Museum Loan Agreement
(LaFrance Fire Truck)

SUMMARY OF REQUEST: The Director of Public Safety requests that the City Commission review and authorize the Lakeshore Museum Center Loan Agreement relating to the 1923 American LaFrance Fire Truck with attached equipment. Currently, the LaFrance is on display at the Fire House Museum (Clay Avenue).

FINANCIAL IMPACT: N/A

BUDGET ACTION REQUIRED: N/A

STAFF RECOMMENDATION: Staff recommends approval of this loan agreement.



Loan Agreement

Incoming Loan for Exhibit
PastPerfect record Incoming Loan# 41

Name: City of Muskegon/Jeffrey Lewis Muskegon Public Safety Director

Phone: 231-724-6955

Address: 980 Jefferson Street

City, State Zip: Muskegon MI 49443

Email: jeff.lewis@postman.org

Start Date: Renewal 6-30-2015

End Date: Yearly review and renewal

For Use in: Fire Barn Museum Exhibit

The objects listed below and on any attached sheets are on loan subject to the conditions printed on the reverse.

Detailed description of items:

Long-term Loan for Fire Barn Museum Exhibit

1923 LaFrance Fire Engine and attached equipment

See reverse for terms and conditions.

Insurance Coverage . Lakeshore Museum Center agrees to provide insurance coverage, see attached documentation.

The object(s) described above have been received by the Lakeshore Museum Center as a loan for exhibit, subject to the conditions on the reverse of this form. I acknowledge that I have read and agree to the conditions accompanying this form and certify that I have the authority to enter into this loan agreement.

Lender Signature: _____ **Date:** _____

LMC Representative: _____ **Date:** _____

Returned to Lender:

I acknowledge that the object(s) described above have been returned in satisfactory condition and hereby release the Lakeshore Museum Center from any further responsibility for their care.

Lender Signature: _____ **Date:** _____

LMC Representative: _____ **Date:** _____

Lakeshore Museum Center, 430 West Clay Avenue, Muskegon, MI 49440

Phone 231.722.0278 • Fax 231.728.4119 • Email: info@lakeshoremuseum.org • www.lakeshoremuseum.org

Loan Terms and Conditions

Incoming Loan for Exhibit

Special Terms and Conditions – 1923 LaFrance Fire Engine, Lender City of Muskegon

Care and Preservation

1. The Lakeshore Museum Center (LMC) agrees to exercise reasonable care of the truck and will do what is reasonably necessary to preserve it in as good a condition as when received – with the exception of deterioration due to age and wear and tear due to approved use of truck for education and special event hands on use.
2. LMC does not agree to keep the truck in operating condition or to maintain any components, including tires, brakes or other mechanical systems. Cleaning will be limited to dusting when necessary.
3. City of Muskegon and Fire Department agree that the truck is available for hands on interaction with the public under the supervision of LMC staff – including but not limited to allowing the public to sit in the driver's seat, stand on running boards and other surfaces available for such use in normal operating conditions. Members of the public will not be allowed to operate the truck or be in physical contact with it while in motion.
4. City of Muskegon and/or Fire Department personnel will cooperate to start engine or move vehicle outside of LMC Fire Barn Museum property for special events or the facilitate City of Muskegon/Fire Department maintenance activities. LMC requests a 30 day notice if possible before these activities occur.
5. In the event of damage to the objects while on loan, LMC will notify the Lender as soon as possible.
6. City of Muskegon/Fire Department personnel are welcome during business hours or at some other mutually agreed upon time to come onto Museum premises to service the truck, and if desired by both parties, to keep it in operating condition.
7. Any expense associated with keeping the truck in operating condition or any other work on truck, is the responsibility of the City Muskegon

Insurance

1. LMC agrees to insure under its contents insurance policy for an amount not less than \$40,000. LMC shall have no liability for destruction or diminution in value of the truck above and beyond the insurance coverage.

Ownership and Lender Contact Information

1. Lender is responsible for updating address and contact information with LMC for the duration of the loan.
2. LMC may periodically renew the loan to keep current with responsible parties within City of Muskegon and Fire Department Management.

Return of Loans

1. LMC will arrange for return of Loaned objects within 30 days of the End Date indicated on this Loan form.
2. Loans left unclaimed more than one year from the End Date will be considered an unrestricted gift to the Lakeshore Museum Center and will be disposed of according to LMC policies. Lenders are referred to the Michigan Disposition of Property Act and the Uniform Unclaimed Property Act as relevant statutes.
3. LMC is not required to exhibit any loaned object. If an object is not selected for exhibit LMC will arrange to return objects to Lender.

Credit and Photography of Loaned Objects

1. LMC may photograph objects and the photographs may be reproduced for exhibit materials, publicity materials and relevant publications. The Lender may be identified in publications or exhibit material unless he/she requests anonymity.
2. Loaned objects may be photographed by the general public while on exhibit unless prohibited in writing by the Lender.

Lakeshore
Museum
Center



April 20, 2015

430 W. Clay Ave.
Muskegon, MI 49440
PH 231.722.0278
FX 231.728.4119
LakeshoreMuseum.org

Hackley & Hume
Historic Site
484 W. Webster Ave.

Fire Barn Museum
510 W. Clay Ave.

Scolnik House
of the Depression Era
504 W. Clay Ave.

Mercantile
430 W. Clay Ave.

RECEIVED

JUN 04 2015

MUSKEGON POLICE DEPT.
CHIEF of POLICE

City of Muskegon
Jeffrey Lewis, Director of Public Safety
980 Jefferson St
Muskegon MI 49443

Dear Mr. Lewis,

I am writing in regards to the renewal of loan documentation for the 1923 LaFrance Fire Engine currently on loan to the Lakeshore Museum Center.

Should you wish to consider donating the fire truck to the Lakeshore Museum Center, I would be happy to send you the appropriate forms to accomplish this. As this is City of Muskegon property I do understand that the transfer might have to be accomplished through a different office but we can work that out.

The Fire Barn as a whole continues to be a great success. Each year, many students participate in BIG Lesson, Fire Awareness Week, and day trip programs, using this exhibit extensively. Other visitors also learn of Muskegon County's firefighting history through this exhibit.

Please find enclosed two copies of the loan form. The yellow copy is for your records. Please sign, date, and return the white copy to us in the envelope provided. Please feel free to correct any of your contact information.

Thank you very much for your support and your commitment to preserving the history of Muskegon County.

Sincerely,

Sharon McCullar
Collections Curator
sharon@lakeshoremuseum.org

Encl (2)



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/21/2015

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

AGENCY Jerviss-Fethke Insurance Agency 71 W. Webster Avenue Muskegon, MI 49440	PHONE (A/C, No, Ext): (231)722-2375	COMPANY Auto-Owners Insurance Company 6101 Anacapi Blvd Lansing, MI 48917
FAX (A/C, No): (231)728-6545	E-MAIL ADDRESS: Lorraine@j-fins.com	
CODE: 010826	SUB CODE:	
AGENCY CUSTOMER ID #: 00000608		
INSURED Lakeshore Museum Center 430 W Clay Ave Muskegon, MI 49440-1002	LOAN NUMBER	POLICY NUMBER 16338813
	EFFECTIVE DATE 01/10/2015	EXPIRATION DATE 01/10/2016
		☐ CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION
1923 LAFRANCE FIRE ENGINE

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1923 LAFRANCE FIRE ENGINE	\$50,000	

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE 		

MGH

Commission Meeting Date: AUGUST 25, 2015

Date: August 14, 2015

To: Honorable Mayor and City Commission

From: Director of Public Safety



RE: Special Liquor License – Michigan Irish Music Festival

SUMMARY OF REQUEST: To approve a Special Liquor License for the Michigan Irish Music Festival to serve spirits on September 17 & 18, 2015 from 5PM – 11PM; September 19, 2015 from 11AM – 11PM; and on September 20, 2015 from 12PM – 6PM at Heritage Landing for their Michigan Irish Music Festival event. They have already submitted a Special Event Application. Each serving of spirits must be in a pre-measured format or beverages packaged through authorized manufacturer; no “free pour” is allowed. Their event is a four-day music and cultural festival with food and merchandise vendors, Highland Games, dancing, music stages and spirits tents.

FINANCIAL IMPACT: Any and all City services required will be reimbursed by Michigan Irish Music Festival.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: The Director requests approval for Michigan Irish Music Festival to serve spirits at their authorized event.

RECEIVED

AUG 03 2015

MUSKEGON POLICE DEPT.
CHIEF of POLICE

Muskegon Police Department
Liquor License Application

Type: Special Application Complete: Yes

Applicant: Michigan Irish Music Festival

Event: Michigan Irish Music Festival

Where: Heritage Landing

Date/Time: 9-17-15 5:00pm-11:00pm, 9-18-15 5:00pm-11:00pm,
9-19-15 11:00am-11:00pm, 9-20-15 12:00-6:00pm

Check Submitted: Yes

Re-occurring Event: Yes Gaming Occurring: No

On Public Property: Yes On City Property: No Spirits: Yes

Additional Insurance: No Special Event Approval Enclosed: No

Other Departments Approved: _____

Other:

Submitted by Sgt James Gust who finds no reason to deny this request.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: PO Box 30005, Lansing, MI 48909
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Part I

Application for Special License for Sale of Beer and Wine Only or Beer, Wine and Spirits for Consumption on the Premises

1. Application for ☐ Wine Auction ☐ Beer & Wine Only ☒ Beer, Wine & Spirits

2. Has your organization previously received a special license? ☒ Yes ☐ No

3. When was your organization formed? (mm/dd/yyyy): JANUARY 2000

4. Applicant and Contact Information

Name of applicant organization MICHIGAN IRISH MUSIC FESTIVAL
Street Address, City, State, Zip Code 2747 #231 HENRY ST, MUSKEGON, MI 49441
Contact name JOSH SILVIS Phone number 616-402-2251
E-mail address JOSH@SHORELINEAGENCY.COM Fax number 231-755-1919

Provide a name and address of where the special license should be mailed, if not to the organization address listed above:

JOSH SILVIS, 875 W. BROADWAY AVE, MUSKEGON, MI 49441

5. Event Information - Attach a copy of your resolution or minutes from the meeting for your application to be considered

Event date(s) and the hours of operation for each:

9/17/15 5:00-11:00 pm ; 9/18/15 5:00 pm - 11:00 pm ; 9/19/15 11:00 am - 11:00 pm ;

Describe the type of event(s) being held for each date requested:

9/20/15 12:00 - 6:00 pm

FOUR-DAY MUSIC & CULTURAL FESTIVAL

Location Name: HERITAGE LAUNDRY

Street Address: 1051 7th ST, MUSKEGON, MI 49440

This location is in the (city, incorporated village or township) of: MUSKEGON County of: MUSKEGON

Is this event for a Millionaire Party? ☐ Yes ☒ No

If yes, have you obtained a Millionaire party license from the Michigan Gaming Control Board? ☐ Yes ☐ No

Will this event be held outdoors? ☒ Yes ☐ No

What are the dimensions of the proposed total area (indoor or outdoor)? 700 feet by 800 feet.

What is the type and height of the barrier that will be used to enclose the area?

ENTIRE AREA FENCED w/ 6-7' CHAIN LINK FENCING

Describe the type of security that will be used for the event(s) and how they will be utilized to secure and monitor to prevent sales to minors and sales to visibly intoxicated persons.

PRIVATE SECURITY & CITY POLICE

In addition to the questions above it is your responsibility to submit a clear/legible diagram that contains the dimensions of the area, and how it will be contained and secured.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
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Part I - Continued

Application for Special License for Sale of Beer and Wine Only or Beer, Wine and Spirits for Consumption on the Premises

All applicants - We certify that all profits derived from the sale of beer, wine and/or spirits will go to the organization and not to any individual. We further certify that the statements made are true. We further agree to abide by all provisions of the Liquor Control Code and Administrative Rules; that any license issued by the Commission is a contract subject to suspension or revocation by the MLCC, that there shall be no liability on the part of the State of Michigan, the MLCC, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

President (Print and sign name) Chris Zahrt Chris Zahrt
Home address, city, state, zip code 2184 Estes Muskegon MI 49441

Witness (Print and sign name) Laura R. Holmes Paul Hol
Notary and Witness must be two separate people

Notary (Print and sign name) JOSHUA R. SILVER J.R. Silver Date 4/7/15
Notary public, State of Michigan, County of MUSKEGON
My commission expires 1/11/2021 Acting in the County of MUSKEGON

Secretary (Print and sign name) Debra A. Smith Debra A. Smith
Home address, city, state, zip code 3811 McCracken, Muskegon MI 49441
Witness (Print and sign name) Laura R. Holmes Paul Hol
Notary and Witness must be two separate people

Notary (Print and sign name) JOSHUA R. SILVER J.R. Silver Date 4/7/15
Notary public, State of Michigan, County of MUSKEGON
My commission expires 1/11/2021 Acting in the County of MUSKEGON

6. Church or School

Is the proposed location within 500 feet of a church or school? ☐ Yes ☒ No

I, the authorized representative of the named church and/or school, state that we have no objection to the issuance of a special license to the applicant organization at the location entered on the resolution.

Name of church and/or school: _____

Name of clergy member or superintendent: _____

Street Address, City/Village/Township, Zip Code: _____

Phone number: _____ Email address: _____

Signature and date of the authorized church clergy member and/or school superintendent: (Attach additional sheets if necessary)

Please Note: The Commission has the sole and only right to grant or deny this application



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Part I - Continued

Application for Special License for Sale of Beer and Wine Only or Beer, Wine and Spirits for Consumption on the Premises

7. Military Installation

Is the proposed location at a military installation or a facility operated by the military? ☐ Yes ☐ No

If you answered "yes," you must also complete and submit the local government resolution in Part III of this application package.

Military Agreement Number: _____

We understand the granting of this license and operation under such license are subject to all regulations of the Department of Military Affairs, the provisions of the Liquor Control Code and MLCC Administrative Rules

8. Sunday Sales

Will this event be held on a Sunday? ☒ Yes ☐ No

If you answered "yes," section 1113, being MCL 436.2113(2), requires that proceeds received from the sale of food and other goods and services will exceed 50% of the total gross receipts on your event date.

Will your event commence prior to noon? ☐ Yes ☒ No

If yes, verify that your local unit of government allows early morning sales of alcohol on Sundays and enclose \$160.00

Will your event include the sale of spirits? ☐ Yes ☐ No

If yes, verify that your local unit of government allows sales of spirits on Sundays

9. Police Approval - The agency with primary jurisdiction where the event is held must complete this section

I certify that I have investigated the application of this organization for a Special License for the sale of beer and wine or beer, wine and spirits for consumption on the premises and approve the issuance of a license by the Michigan Liquor Control Commission.

Name of law enforcement agency MUSKEGON P.D.

Name and title of approving officer (please print): JEFF LEWIS - DIRECTOR

Signature and date of approving officer: _____

Phone number and e-mail of approving officer: (231) 724-6750 jeff.lewis@shorelinecity.com



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Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License

(Authorized by R436.576)

At a REGULAR meeting of the BOARD OF DIRECTORS
(regular or special) (membership or board of directors)
called to order by CHRIS ZAHRT on 4/7/15 at 5:28 PM
(date) (time)
the following resolution was offered.
Moved by KEVIN DONOVAN and supported by DAN
that the application from MICHIGAN IRISH MUSIC FESTIVAL - MUSKEGON
(name of organization)
for a special license to serve alcohol on SEPT. 17-20, 2015
(event date(s))
to be located at HERITAGE LAUNDRY, MUSKEGON, MI 49440
It is the consensus of this body that the application be RECOMMENDED for issuance.
(recommended or not recommended)

Approval

Yeas: 18

Nays: 0

Absent: 3

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

at a REGULAR meeting held on 4/7/15
(regular or special) (date)

Name and title of authorized officer (please print): JOSHUA SILVIS, DIRECTOR

Signature and date of authorized officer: [Signature]

Phone number and e-mail of authorized officer: 616-402-2251, JOSHUA@SHORELINEAGENCY.COM



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: PO Box 30005, Lansing, MI 48909
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**Bond of Special License for Sale of
Beer, Wine and Spirits for Consumption on the Premises**
(Authorized by MCL 436.1801(1)(b))

PART II

*****NOTICE:** Bonding Company must attach power of attorney to this form

Bond No. 62353748

Applicant Information

Name of Organization:

Michigan Irish Music Festival-Muskegon

Location name and address (street name, city/village/township, zip code and county) where event is to be held:

Heritage Landing

1050 7th St. Muskegon, MI 49440

Muskegon

Know all men by these presents, that the above applicant, as principal,

and WESTERN SURETY COMPANY

of 101 S. Reid St., Ste. 300 street, city of Sioux Falls State of South Dakota

have been authorized to do business in the State of Michigan, as surety, are held and firmly bound unto the People of the State of Michigan in the sum of One Thousand (\$1,000.00) dollars, to the payment whereof, well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Sealed with our seals and dated this (date and year) April 7th, 2015

Now therefore the condition of this obligation is such that if the principal shall well and truly keep and perform all and singular the terms and conditions of this contract of license and/or permit and permits, and any modifications thereof, together with all and singular the obligations imposed by the Michigan Liquor Control Code of 1998, as amended, and will comply with all the rules and regulations promulgated by the Liquor Control Commission, and will pay all fines, costs and/or penalties that may be imposed upon him for violations of this Act and/or for violations of the rules and regulations promulgated by the Liquor Control Commission and

Conditioned further, that if the said principal will not directly or indirectly, by the principal, clerk, agent or servant of the principal at any time, sell, furnish, give or deliver any alcoholic liquor to a minor, nor to any adult person who is at the time visibly intoxicated, and that if the said principal will pay all actual damages that may be adjudged to any person or persons for injuries inflicted upon such person or persons either in person or in property of means of support or likewise, by reason of the said principal, selling, furnishing, giving or delivering any such alcoholic liquor, then this obligation shall be void; otherwise to remain in full force and effect.

And the obligors, for themselves, their heirs, executors, administrators, successors or assigns do further covenant and agree with the State of Michigan as follows:

That this bond shall be in effect for a period commencing at 7:00 a.m. on (date): September 17th, 2015

if accepted by the Liquor Control Commission, and shall remain in full force and effect until 60 days after the date of receipt by the Michigan Liquor Control Commission at Lansing of the expired license, at which time it shall terminate as to all acts on the part of the principal subsequent to said date, excepting as may be set forth in this bond, or otherwise limited by law and the rules and regulations of the said Liquor Control Commission. If the effective date of the bond is not filed in, the date of execution shall be effective date of the bond.

That all rights and liabilities under this bond shall be governed, controlled and fixed by the terms thereof, and by the law and the regulations made pursuant thereto as the same now exists or may hereafter be modified, amended or supplemented.

Witness our hands and seals this (date and year): April 7th, 2015

Signature of Officer of Special License Applicant

Printed (or typed) name of officer and title

Attorney-in-fact (print or type name)

Paul T. Bruflat, Vice President

Attorney-in-fact Signature

Name of Surety Company

WESTERN SURETY COMPANY

Address and phone of Surety Company

P.O. Box 5077

Sioux Falls, SD 57117-5077 (605) 336-0850

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One One Day Liquor

bond with bond number 62353748

for Michigan Irish Music Festival-Muskegon

as Principal in the penalty amount not to exceed: \$ 1,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 7th day of April,
2015.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

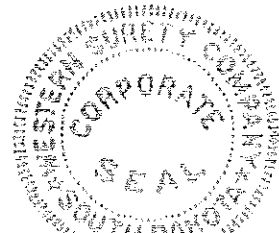
WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 7th day of April, 2015, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires August 11, 2016

S. Petrik

Notary Public





The Michigan Irish Music Festival-Muskegon is the licensee for the time period of:

September 17-20, 2015 at Heritage Landing, Muskegon, Michigan.

The Michigan Irish Music Festival retains all of the profits from the sale of alcoholic beverages.

The licensee maintains control and responsibility for the actions of all person or employees and operations of the concession business as they relate to the Liquor Control Act and Rules or violations of the Act and Rules.

The licensee retains control over all portions of the licensed premises.

The licensee will purchase all alcoholic beverages from an authorized source

Food Vendor/Concessionaire: Randy DEKUIPER - DEKUIPER

Signature Randy DeKuiper Date 5-31 2015

Print Food Vendor/Concessionaire Name Randy DEKUIPER

Print Food Vendor/ Concessionaire Business Name DEKUIPER KETTLE KORN

Michigan Irish Music Festival - Muskegon Representative [Signature]



michiganirish.org

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September 17-20, 2015 at Heritage Landing, Muskegon, Michigan.

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- The licensee will purchase all alcoholic beverages from an authorized source

Food Vendor/Concessionaire: Fatty Lumpkins Sandwich Shack
Signature: Brett Gilbert Date: June 5 2015
Print Food Vendor/Concessionaire Name: Brett Gilbert
Print Food Vendor/ Concessionaire Business Name: Fatty Lumpkins LLC
Michigan Irish Music Festival - Muskegon Representative: [Signature]



michiganirish.org

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- ☐ September 17-20, 2015 at Heritage Landing, Muskegon, Michigan.
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- ☐ The licensee will purchase all alcoholic beverages from an authorized source

Food Vendor/Concessionaire: Michael Hennessy - Hennessy's Irish Pub

Signature [Signature] Date 6.22 - 2015

Print Food Vendor/Concessionaire Name MICHAEL HENNESSY

Print Food Vendor/ Concessionaire Business Name HENNESSY'S IRISH PUB

Michigan Irish Music Festival - Muskegon Representative [Signature]



The Michigan Irish Music Festival-Muskegon is the licensee for the time period of.

- ☐ September 17-20, 2015 at Heritage Landing, Muskegon, Michigan.
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- ☐ The licensee will purchase all alcoholic beverages from an authorized source

Food Vendor/Concessionaire: M'Govern's
Signature Muelat P M H Date June 30, 2015
Print Food Vendor/Concessionaire Name Mike M'Govern
Print Food Vendor/ Concessionaire Business Name M'Govern Catering
Michigan Irish Music Festival - Muskegon Representative [Signature]

JTN

1-231-777-0452

**Michigan
Irish
Music
Festival**

michiganirish.org

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- ☐ The licensee maintains control and responsibility for the actions of all person or employees and operations of the concession business as they relate to the Liquor Control Act and Rules or violations of the Act and Rules.
- ☐ The licensee retains control over all portions of the licensed premises.
- ☐ The licensee will purchase all alcoholic beverages from an authorized source

Food Vendor/Concessionaire: OLIVE BRANCH MARIE ARMSTRONG
Signature Marie Armstrong Date 7/6/15 2015
Print Food Vendor/Concessionaire Name MARIE ARMSTRONG
Print Food Vendor/ Concessionaire Business Name OLIVE BRANCH
Michigan Irish Music Festival - Muskegon Representative [Signature]



michiganirish.org

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- ☐ The licensee maintains control and responsibility for the actions of all person or employees and operations of the concession business as they relate to the Liquor Control Act and Rules or violations of the Act and Rules.
- ☐ The licensee retains control over all portions of the licensed premises.
- ☐ The licensee will purchase all alcoholic beverages from an authorized source

Food Vendor/Concessionaire: Pioneer Resources - Coastline Deli

Signature: Rich Thorstenson Date 6-2- 2015

Print Food Vendor/Concessionaire Name RICH THORSTENSON

Print Food Vendor/ Concessionaire Business Name Pioneer Resources

Michigan Irish Music Festival - Muskegon Representative [Signature]



The Michigan Irish Music Festival-Muskegon is the licensee for the time period of:

- L September 17-20, 2015 at Heritage Landing, Muskegon, Michigan.
- L The Michigan Irish Music Festival retains all of the profits from the sale of alcoholic beverages.
- L The licensee maintains control and responsibility for the actions of all person or employees and operations of the concession business as they relate to the Liquor Control Act and Rules or violations of the Act and Rules.
- L The licensee retains control over all portions of the licensed premises.
- L The licensee will purchase all alcoholic beverages from an authorized source

Food Vendor/Concessionaire: Ruth Ann's Ice Cream

Signature [Signature] Date 6/2/15 2015

Print Food Vendor/Concessionaire Name LYNN DUDER

Print Food Vendor/ Concessionaire Business Name JC LD SERVICES LLC

Michigan Irish Music Festival - Muskegon Representative [Signature]



michigan state

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- ☐ The Michigan Irish Music Festival retains all of the profits from the sale of alcoholic beverages.
- ☐ The licensee maintains control and responsibility for the actions of all persons or employees and operation of the concession business as they relate to the Liquor Control Act and Rules or violations of the Act and Rules.
- ☐ The licensee retains control over all portions of the licensed premises.
- ☐ The licensee will purchase all alcoholic beverages from an authorized source.

Food Vendor/Concessionaire:

Sutton Concession

Signature

Ken Sutton

Date 6-30

2015

Print Food Vendor/Concessionaire Name

Ken Sutton

Print Food Vendor/Concessionaire Business Name

Sutton Concession

Michigan Irish Music Festival - Muskegon Representative

J.M. M.

The Michigan Irish Music Festival-Muskegon is the licensee for the time period of:

☒ September 17-20, 2015 at Heritage Landing, Muskegon, Michigan.

☒ The Michigan Irish Music Festival retains all of the profits from the sale of alcoholic beverages.

☒ The licensee maintains control and responsibility for the actions of all person or employees and operations of the concession business as they relate to the Liquor Control Act and Rules or violations of the Act and Rules.

☒ The licensee retains control over all portions of the licensed premises.

☒ The licensee will purchase all alcoholic beverages from an authorized source

Food Vendor/Concessionaire:

Uncle Bill's Taco Wagon

Signature

Sara Van Kampen Date 6/30/15 2015

Print Food Vendor/Concessionaire Name

Sara Van Kampen

Print Food Vendor/ Concessionaire Business Name

Uncle Bill's Taco Wagon

Michigan Irish Music Festival - Muskegon Representative

[Signature]



Michigan Irish Music Festival

The Michigan Irish Music Festival-Muskegon is the licensee for the time period of:

- ☐ September 17-20, 2015 at Heritage Landing, Muskegon, Michigan.
- ☐ The Michigan Irish Music Festival retains all of the profits from the sale of alcoholic beverages.
- ☐ The licensee maintains control and responsibility for the actions of all person or employees and operations of the concession business as they relate to the Liquor Control Act and Rules or violations of the Act and Rules.
- ☐ The licensee retains control over all portions of the licensed premises.
- ☐ The licensee will purchase all alcoholic beverages from an authorized source

Food Vendor/Concessionaire:

Signature Harley Zanzig Date 6-1- 2015

Print Food Vendor/Concessionaire Name Harley Zanzig

Print Food Vendor/ Concessionaire Business Name Ziggy's Concessions L.L.C.

Michigan Irish Music Festival - Muskegon Representative [Signature]

Commission Meeting Date: August 25, 2015

Date: August 17, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: MSI Property- “Agreement of Purchase and Sale”
(PA)**

SUMMARY OF REQUEST: One of the properties desired for the new market-rate housing initiative is the MSI owned property across from the Nelson Neighborhood Park. The property contains nine lots that can be developed for market-rate housing. The agreed upon purchase price is \$45,000.

FINANCIAL IMPACT: The City will pay the purchase price of \$45,000, as well as the Survey, City attorney fees, one-half of any escrow costs, the cost of recording the Warranty Deed and any other cost of closing not required by the Seller in the PA. These funds were budgeted as part of the Market-Rate Housing Initiative Program.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached “Agreement of Purchase and Sale” and authorize the Mayor’s signature, as well as authorize staff to proceed with the environmental site assessment and closing on the property, signing the necessary documents.

AGREEMENT OF PURCHASE AND SALE

1. THIS AGREEMENT (the "**Agreement**") is made and entered into as of this 17 day of August, 2015 (the "**Contract Date**"), by and between MSI Consulting ("**Seller**"), and City of Muskegon ("**Purchaser**"). Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, for the purchase price set forth below, and on the terms and conditions set forth in this Agreement, the Property (as hereinafter defined). For purposes of this Agreement: the term, "**Property**" shall be deemed to mean approximately 1.65 acres of vacant land bounded by Monroe Avenue, Houston Avenue, Fourth Street and Fifth Street, with tax parcel ID Numbers listed on Exhibit A attached hereto (the "**Land**"), together with all rights, easements and interests appurtenant thereto.

2. **PURCHASE PRICE.** The total purchase price to be paid to Seller by Purchaser for the Property shall be Forty Five Thousand and 00/100 Dollars (\$45,000.00) (the "**Purchase Price**"). Provided that all conditions precedent to Purchaser's obligations to close as set forth in this Agreement ("**Conditions Precedent**") have been satisfied and fulfilled, or waived in writing by Purchaser, the Purchase Price shall be paid to Seller at Closing, plus or minus prorations and other adjustments hereunder including all Earnest Money (as hereinafter defined) credited against the Purchase Price.

3. **CLOSING.** The purchase and sale contemplated herein shall be consummated at a closing ("**Closing**") to take place at the local offices of Transnation Title Company. The Closing shall occur on or before the date 30 days after the Approval Date (as hereinafter defined) or at such other time as the parties may agree upon in writing (the "**Closing Date**"). The Closing shall be effective as of 12:01 A.M. on the Closing Date. Notwithstanding the foregoing, the risk of loss of all or any portion of the Property shall be borne by Seller up to and including the actual time of the Closing.

4. **EARNEST MONEY.** Not later than five (5) business days following the Contract Date, Purchaser shall deposit into an Escrow with Title Company as its earnest money deposit (the "**Earnest Money**"), the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00). At Closing, the Earnest Money shall be delivered to Seller and credited against the Purchase Price. All interest (if any) earned on the Earnest Money shall be paid to Purchaser and shall be used to reduce the amount owed at the Closing. Unless otherwise noted herein, Earnest Money shall be refunded to Purchaser should Closing not occur.

5. **SELLER'S DELIVERIES.** Seller shall deliver to Purchaser, no later than thirty (30) days after the Contract Date, the following documents "**Seller's Deliveries**": (a) copies of all final, written, third-party reports regarding soil conditions, ground water, wetlands, underground storage tanks, subsurface conditions and/or other environmental or physical conditions relating to the Property, in Seller's possession or control; and (b) copies, if any, of Seller's most recent owner's title policy issued in connection with the Property and the most recent survey of the Property.

6. **INSPECTION PERIOD.** At all times prior to Closing, including times following the "**Inspection Period**" (which Inspection Period is defined to be the period that is 180 days from and after the Contract Date), Purchaser, its agents and representatives shall be entitled to conduct a "**Basic Property Inspection**," which includes the rights to: (i) enter upon the Land and Improvements, on reasonable written notice to Seller, to perform inspections and tests of the Property, (ii) make investigations with regard to environmental (with the written consent of Seller) and other legal requirements; (iii) make or obtain market studies. If, at any time during the Inspection Period, Purchaser, in its reasonable discretion, determines that the results of any inspection, test or examination do not meet Purchaser's criteria for the purchase, Purchaser may terminate this Agreement by written notice to Seller (the "**Termination Notice**"), with a copy to Transnation Title Company, given not later than the last day of the Inspection Period (the "**Approval Date**").

In the event that, as a direct result of Purchaser's exercise of its rights under this Section 6, any damage occurs to the Property, then Purchaser shall promptly repair such damage at Purchaser's sole cost and expense. In the event Purchaser does not pay its obligations under this Section, Seller shall be entitled to apply funds held in escrow to satisfy Purchaser's obligations under this Section.

7. TITLE AND SURVEY MATTERS.

7.1 Conveyance of Title. At Closing, Seller agrees to deliver to Purchaser a warranty deed ("**Warranty Deed**"), in recordable form, conveying the Property to Purchaser, free and clear of all liens, claims and encumbrances except for and subject to the following items (the "**Permitted Exceptions**"): (1) real estate taxes not yet due and payable; (2) those matters that may be specifically approved, in writing, by Purchaser or deemed accepted by Purchaser pursuant to subsection 7.4; and (3) matters arising out of any act of Purchaser or its agents, employees or representatives.

7.2 Title Commitment. Purchaser shall order, at Seller's sole cost, a commitment (the "**Title Commitment**"), dated after the Contract Date, issued by Transnation Title Insurance Company (the "**Title Company**"), for an owner's title insurance policy (the "**Title Policy**"), ALTA Policy Form, in the full amount of the Purchase Price. Seller acknowledges that Purchaser shall request that the Title Commitment be delivered to Purchaser and Seller together with copies of all recorded documents evidencing title exceptions raised in Schedule B of the Title Commitment. Should the Title Commitment indicate the presence of any matters that do or could adversely affect the value or marketability of title to such Property, or other matters that do or could adversely affect Purchaser's use, of such Property, such matters shall be considered "Defects," and the cure provisions set forth in Section 7.4 below shall apply.

7.3 Survey. Purchaser may order, at Purchaser's sole cost and expense, an updated survey of the Property (the "**Survey**"). Should the Survey indicate the presence of any encroachments by or upon the Property, or other matters that adversely affect the value or marketability of title to such Property, or other matters that adversely affect Purchaser's use, of such Property, such matters shall be considered "Defects," and the cure provisions set forth in Section 7.4 shall apply.

7.4 Defects and Cure. If ordered, Purchaser shall have until the date which is thirty (30) days after Purchaser receives both the Title Commitment and the Survey to examine the title to and the survey of the Property, and to give written notice to Seller (the "**Notice of Title Objection**") of any objectionable matter or defect which affects the marketability or insurability of the title to the Property (the "**Defects**"). If Purchaser does not order a survey within 15 days of the date the Title Commitment is delivered, the 30 day review period shall commence upon the expiration of such 15 day period. The Notice of Title Objection shall be accompanied by a copy of Purchaser's commitment for title insurance if not previously provided to Seller. If Purchaser fails to deliver the Notice of Title Objection within said thirty (30) day period, Purchaser shall be deemed to have waived such right to object to the Defects and such Defects shall constitute Permitted Exceptions as provided herein. If Purchaser does give Seller timely notice of any such objectionable matters, Seller agrees to use best faith efforts to cure such Defects prior to Closing. If Seller fails to cure such Defects prior to Closing, Purchaser may terminate this Agreement by written notice to Seller, with a copy to Title Company, whereupon the provisions of Subsection 21.7 governing a permitted termination by Purchaser shall apply.

8. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller represents and warrants to Purchaser that the following matters are true as of the Contract Date and shall be true as of the Closing Date:

8.1 Authority. The execution and delivery of this Agreement by Seller, and the performance of this Agreement by Seller, have been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms. No consent of any creditor, investor, judicial or administrative body, Governmental Authority, or other governmental body or agency, or other party to such execution, delivery and performance by Seller is required.

8.2 Litigation. There is no pending, or to Seller's actual knowledge, threatened judicial, municipal or administrative proceedings materially affecting the Property, or in which Seller is a party to by reason of Seller's ownership of all or any part of the Property.

8.3 Condemnation. Seller has no actual knowledge of a pending condemnation or other governmental taking proceedings affecting all or any part of the Property.

8.4 Contracts. As of Closing, there will be no contracts or agreements for the service, maintenance, and operations contracts with respect to the Property binding upon Seller or the Property (the "**Service Contracts**"); Seller shall terminate, at Seller's sole expense, any existing Service Contracts prior to Closing.

8.5 Lease. There are no leases or other occupancy agreements in effect with respect to the Property.

8.6 Environmental. The Property, to the best of Seller's knowledge, is not in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("**Environmental Laws**"). To the best of Seller's knowledge, neither Seller, nor any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or transported any Hazardous Material over the Property. To the best of Seller's knowledge, neither Seller nor any third party has installed, used or removed any storage tank on, from or in connection with the Property except in full compliance with all Environmental Laws, and to the best of Seller's knowledge there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Property and to the best of Seller's knowledge no storage tank has been installed on, used on or removed from or used in connection with the Property in violation of any Environmental Laws. To the best of Seller's knowledge, the Property does not consist of any building materials that contain Hazardous Material. For the purposes hereof, "**Hazardous Material**" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or regulation.

All representations and warranties made by Seller in this Agreement shall survive the Closing for a period of one (1) year and shall not merge into any conveyancing documentation delivered at Closing.

9. COVENANTS OF SELLER.

Effective as of the Contract Date, Seller hereby covenants with Purchaser as follows:

9.1 New Leases and Contracts. Seller shall not execute or amend any Service Contract lease, license, or other agreement affecting the ownership or operation of the Property or for personal property, equipment, or vehicles.

9.2 No Assignment. After the Contract Date and prior to Closing, Seller shall not assign, alienate, lien, encumber or otherwise transfer all or any part of the Property or any interest therein.

9.3 Change in Conditions. Seller shall, promptly notify Purchaser of any change in any condition with respect to the land, or of the occurrence of any event or circumstance, that makes any representation or warranty of Seller to Purchaser under this Agreement untrue or misleading, or any covenant of Seller under this Agreement incapable or less likely of being performed, it being understood that Seller's obligation to provide notice to Purchaser under this Section 9.3 shall in no way abrogate Purchaser's right to terminate this Agreement or relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement, except as may otherwise be expressly provided herein.

All covenants made in this Agreement by Seller shall survive the Closing for a period of one (1) year and shall not be merged into any instrument of conveyance delivered at Closing.

10. ADDITIONAL CONDITIONS PRECEDENT TO CLOSING. In addition to the other conditions enumerated in this Agreement, at Closing, there shall be no administrative agency, litigation or governmental proceeding of any kind whatsoever, pending or threatened, that, after Closing, would, in Purchaser's reasonable discretion, materially and adversely affect the value or marketability of the Property, or Purchaser's intended use of the Property.

11. SELLER'S CLOSING DELIVERIES.

At Closing (or such other times as may be specified below), Seller shall deliver or cause to be delivered to Purchaser the following, in form and substance acceptable to Purchaser:

11.1 Deed. Warranty Deed, executed by Seller, in recordable form conveying the Property to Purchaser free and clear of all liens, claims and encumbrances except for the Permitted Exceptions.

11.2 ALTA Statement. If required by the Title Company, an ALTA (or comparable) Statement, executed by Seller and in form and substance acceptable to the Title Company.

11.3 Title Policy. The Title Policy (or a "marked-up" Title Commitment) issued by the Title Company, dated as of the date of the recordation of the Warranty Deed in the amount of the Purchase Price and otherwise in accordance with the requirements of Section 7 hereof.

11.4 Closing Statement. A closing statement conforming to the proration and other relevant provisions of this Agreement.

11.5 Closing Certificate. A certificate, signed by Seller, certifying to the Purchaser that the representations and warranties of Seller contained in this Agreement are true and correct as of the Closing Date; and that all covenants required to be performed by Seller prior to the Closing Date have been performed, in all material respects.

11.6 Other. Such other documents and instruments as may reasonably be required by Purchaser or the Title Company and that may be reasonably necessary or appropriate to consummate this transaction and to otherwise effect the agreements of the parties hereto.

For a period of one (1) year after Closing, Seller shall execute and deliver to Purchaser such further documents and instruments as Purchaser shall reasonably request to effect this transaction and otherwise effect the agreements of the parties hereto.

12. PRORATIONS AND ADJUSTMENTS. The following shall be prorated and adjusted between Seller and Purchaser as of the Closing Date: (a) water, electricity, sewer, gas, and other utility charges

based, to the extent practicable, on final meter readings and final invoices; (b) all assessments, general or special, shall be prorated as of the Closing Date, with Seller being responsible for any installments of assessments which are due prior to the Closing Date and Purchaser being responsible for any installments of assessments which are due on or after the Closing Date; (c) all accrued general real estate, personal property and ad valorem taxes applicable to the Property shall be prorated by the parties on a calendar year basis. If actual final Tax Bills are not available for all fiscal years, then the parties shall prorate the current year's taxes on the basis of 102% of the prior year's Tax Bills, utilizing actual final Tax Bills, if available prior to Closing. Prior to or at Closing, Seller shall pay or have paid all Tax Bills that are due and payable prior to or on the Closing Date and/or applicable to any year prior to the current year and shall furnish evidence of such payment to Purchaser and the Title Company; and (d) such other items that are customarily prorated in transactions of this nature shall be ratably prorated.

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. The amount of such prorations shall be adjusted in cash after Closing, as and when complete and accurate information becomes available. The obligations of the parties pursuant to this Section 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

13. CLOSING EXPENSES. Seller will pay the entire cost of the Title Policy (including the cost of any chain of title searches), any fees or premiums, of any nature, associated with prepayment of debt encumbering the Property, the fees of Seller's attorney, all documentary and state, county and municipal transfer taxes relating to the instruments of conveyance contemplated herein, any expenses relating to the assignment of the Existing Warranties to Purchaser, and one-half (1/2) of the cost of any escrows hereunder. Purchaser will pay for the Survey, the fees of Purchaser's attorney, one-half (1/2) of any escrow costs hereunder, the cost of recording the Warranty Deed, and any other cost of Closing.

14. CONDEMNATION AND EMINENT DOMAIN. If, prior to Closing, all or any portion of the Property is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively "**Eminent Domain**"), then Purchaser, at its sole option, may elect either to (i) terminate this Agreement by written notice to Seller within 30 days of learning of such Eminent Domain, in which event the provisions of Subsection 21.7 governing a permitted termination by Purchaser shall apply; or (ii) proceed to close subject to an assignment of the proceeds of Seller's condemnation awards for any Eminent Domain.

15. DEFAULT.

15.1 Default by Seller. If Seller shall have failed (prior to a default by Purchaser hereunder) to perform any of the material covenants and agreements contained herein to be performed by Seller within the time for performance as specified herein (including Seller's obligation to close) prior to Closing, Purchaser may, upon 30 days written notice ("Cure Notice") to Seller ("Cure Period"), either (i) terminate Purchaser's obligations under this Agreement by written notice to Seller with a copy to Title Company, in which event the Earnest Money, together with all interest earned thereon, shall be returned to Purchaser and if Seller fails to close due to no fault of Purchaser, Seller shall pay Purchaser an amount equal to Purchaser's out of pocket expenses incurred in connection with the negotiation or implementation of this Agreement (including, without limitation, due diligence costs and reasonable attorneys' fees) not to exceed Five Thousand and 00/100 Dollars (\$5,000); or (ii) Purchaser may file an action for specific performance of this Agreement. The Cure Notice shall inform seller of exactly what the alleged default is, and state what Purchaser must do to correct it. In the event the Cure Notice requires Seller to undertake an action that will reasonably require more than 30 days to perform, the Cure Period shall be

extended to a number of days that will allow such performance. Purchaser shall have no other remedy for any default by Seller pre-Closing, including any right to damages. If Purchaser discovers a breach of Seller's representations, warranties or covenants set forth in Sections 8 or 9 of this Agreement and delivers written notice to Seller of such breach of a representation or warranty during the survival period of the respective warranty, representation or covenant, then, in lieu of the remedies set forth in Section 15.1 above, Purchaser shall have the right to pursue all remedies available at law or in equity. To the extent Purchaser has knowledge of a breach of a representation or warranty set forth in this Agreement and still proceeds to close, Purchaser shall be deemed to have waived all rights and remedies against Seller as a result of such breach.

15.2 Default by Purchaser. In the event Purchaser defaults in its obligations to close the purchase of the Property, then Seller's sole and exclusive remedy shall be to cause the Title Company to deliver the Earnest Money, together with all interest earned thereon, to Seller, the amount thereof being fixed and liquidated damages, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that such proceeds represent the parties' best current estimate of such damages. Notwithstanding the foregoing, in the event Purchaser causes environmental damage to the Property during its investigations under Section 6, Seller shall not be limited to receipt of the Earnest Money, and shall be allowed to pursue and rights it may have against Purchaser at law or in equity. Seller shall have no other remedy for any default by Purchaser; provided, however that, notwithstanding the foregoing, in the event Purchaser defaults in any of its post-closing obligations under Sections 6, 17 or 19 hereof, Seller shall have all of its remedies at law or in equity on account of such default.

16. SUCCESSORS AND ASSIGNS. The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective nominees, successors, beneficiaries and assigns; provided, however, no conveyance, assignment or transfer of any interest whatsoever of, in or to the Property or of this Agreement shall be made by Seller during the term of this Agreement. Purchaser may assign all or any of its right, title and interest under this Agreement to any third party.

17. LITIGATION. In the event of litigation between the parties with respect to the Property, this Agreement, the Escrow Agreement, the performance of their respective obligations hereunder or the effect of a termination under this Agreement or the Escrow Agreement. Litigation shall be brought in the applicable court in the County of Muskegon, Michigan.

18. NOTICES. Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to Seller and Purchaser as follows:

Seller: MSI Consulting
Todd Cannon
654 N 800 E PMB Ste 437
Spanish Fork, UT 84660

Purchaser: Franklin Peterson
City of Muskegon
933 Terrace Street
Muskegon, MI 49441

Notices shall be deemed properly delivered and received (i) the same day when personally delivered; or (ii) one day after deposit with Federal Express or other commercial overnight courier; or (iii) the same day when sent by confirmed facsimile with a copy sent by Federal Express or other commercial overnight courier.

19. LIMITATION OF LIABILITY. Upon the Closing, Purchaser shall neither assume nor undertake to pay, satisfy or discharge any liabilities, obligations or commitments of Seller other than those specifically agreed to between the parties and set forth in this Agreement.

20. BROKERAGE. Each party hereto represents and warrants to the other that it has dealt with no brokers or finders in connection with this transaction.

21. MISCELLANEOUS.

21.1 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral or written agreements, understandings, representations and statements, are hereby superseded and rendered null and void and of no further force and effect and are merged into this Agreement.

21.2 Time of the Essence. Time is of the essence of this Agreement.

21.3 Legal Holidays. If any date set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as provided should be on a Saturday, Sunday or legal state or federal holiday applicable to the locale of the Property, the performance date shall be extended to the next business day following the legal holiday or weekend.

21.4 Conditions Precedent. The obligations of Purchaser to make the payments described in Section 2 and to close the transaction contemplated herein are subject to the express Conditions Precedent set forth in this Agreement, each of which is for the sole benefit of Purchaser and may be waived at any time by written notice thereof from Purchaser to Seller. The waiver of any particular Condition Precedent shall not constitute the waiver of any other. In the event of the failure of a Condition Precedent for any reason whatsoever, Purchaser may elect, in its sole discretion, to terminate this Agreement in which event the provisions of Subsection 21.7 governing a permitted termination by Purchaser shall apply.

21.5 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been primarily prepared by counsel for one of the parties, it being recognized that both parties have contributed materially to the preparation of this Agreement. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity of enforceability of any other provision hereof.

21.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

21.7 Permitted Termination. In the event that Purchaser exercises any right it may have hereunder to terminate this Agreement, the Earnest Money, together with all interest earned thereon, shall be immediately returned to Purchaser and neither party shall have any further liability under this Agreement except as otherwise expressly provided hereunder.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase
and Sale on the date first above written.

SELLER:

MSI Consulting

By: 
Name: Todd Canon
Its: President

PURCHASER:

City of Muskegon

By: _____
Name: _____
Its: _____

EXHIBIT A

TAX PARCEL ID NUMBERS

24-205-368-0005-00 – 1224 5th
24-205-368-0005-10 – 304 Monroe
24-205-368-0005-20 – 298 Monroe
24-205-368-0005-30 – 292 Monroe
24-205-368-0005-50 – Monroe
24-205-368-0005-60 – Houston
24-205-368-0005-70 – Houston
24-205-368-0005-80 – Houston
24-205-368-0005-90 – 339 Houston

HOUSTON AVE

FOURTH ST

FIFTH ST

304
MONROE AVE

FOU

328

1163

1174

350

1173

1180

1188

325

1179

333

339

286

292

298

304

1203

289

1211

291

1224

0

0

1231

1225

371

37.5

Date: August 25, 2015
To: Honorable Mayor and City Commissioners
From: DPW
RE: Sale of a Boat Slip (A-08) at Harbour Towne

SUMMARY OF REQUEST:

Authorize staff to negotiate and execute an agreement with Mr. & Mrs. Hall for the purchase of slip # A-08 at Harbour Towne Marina.

FINANCIAL IMPACT:

None at this time, the Hall's made an offer of \$35,000 to purchase the slip.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Authorize staff to negotiate and execute a purchase agreement with the Halls should staff feel the terms are favorable.

COMMITTEE RECOMMENDATION:

TO: Honorable Mayor and City Commissioners
FROM: Frank Peterson, City Manager
DATE: August 19, 2015
RE: Public Safety Director Employment Agreement

SUMMARY OF REQUEST:

Approval of the attached Employment Agreement with Public Safety Director Jeffrey Lewis.

FINANCIAL IMPACT:

\$27,000 in FY 2015-16, and approximately \$4,000 in subsequent fiscal years.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the Agreement with Jeffrey Lewis and authorize the City Clerk and Mayor to sign.

COMMITTEE RECOMMENDATION:

EMPLOYMENT AGREEMENT

CITY OF MUSKEGON – JEFFREY LEWIS

Effective _____, 2015

This employment agreement is made and entered into by and between the CITY OF MUSKEGON ("CITY") and JEFFREY LEWIS ("DIRECTOR").

Recitals

A. The CITY currently employs the services of DIRECTOR as the Director of Public Safety of the City of Muskegon and has established conditions of employment, providing certain benefits and working conditions for said DIRECTOR.

B. The CITY wishes to provide incentives for DIRECTOR to maintain his employment as Director of Public Safety of the City of Muskegon through June 30, 2017, and longer if possible, by providing additional benefits as outlined in this Agreement.

C. This Agreement supersedes all prior agreements.

Agreement

NOW THEREFORE, THE CITY AND DIRECTOR AGREE AS FOLLOWS:

1. EMPLOYMENT. CITY employs DIRECTOR as Director of Public Safety to perform the functions and duties specified in the City Charter and ordinances and to perform such other legally permissible and proper duties and functions as the City Manager may, from time to time, assign.

DIRECTOR agrees to remain in the employ of the CITY until termination is effected as hereinafter provided, devoting full time to his duties as DIRECTOR.

2. SALARY. DIRECTOR's pay is at Range 1-A, step 11. DIRECTOR shall be entitled to cost of living adjustments approved by the City Commission for department heads on the first of each year, commencing January 1, 2016.

3. PENSION. DIRECTOR shall remain a member of the City of Muskegon Defined Contribution Retirement Plan. A summary of the required CITY and DIRECTOR's contributions are more fully described in the Plan documents.

In exchange for DIRECTOR'S non-participation in social security, effective upon signing this Agreement, City shall contribute \$24,000 to Director's 457 Account with ICMA-RC. Additionally, effective January 1, 2016, the CITY shall contribute an additional seven percent of DIRECTOR's annual salary into his 457 account (or other similar retirement account), so long as DIRECTOR remains actively employed by the CITY as DIRECTOR:

4. VACATION and PERSONAL TIME. DIRECTOR shall receive 200 hours of vacation time and 32 hours of personal time annually.

5. FRINGE BENEFITS. In addition to the fringe benefits set forth above, and to the extent that this paragraph does not duplicate or conflict with the above paragraphs which shall prevail, the DIRECTOR shall have the same fringe benefits as are available to the highest level department heads employed by the CITY from time to time.

6. TERM. It is understood by both CITY and DIRECTOR that employment may be terminated at the will of either party.

7. MERGER OF NEGOTIATIONS. This agreement constitutes the entire contract of employment between CITY and DIRECTOR. No statement, promise, agreement, or obligation that conflicts with the terms of this agreement shall modify, enlarge, or invalidate this agreement or any provisions hereof.

IN WITNESS WHEREOF, the CITY and DIRECTOR have executed this agreement this
_____ day of _____, 2015.

CITY OF MUSKEGON

By _____
Stephen J. Gawron, Its Mayor

and _____
Ann Marie Meisch, Its Clerk

DIRECTOR

Jeffrey Lewis

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: August 19, 2015

RE: City Manager Employment Agreement

SUMMARY OF REQUEST:

Approval of the attached Second Amendment to the Employment Agreement with City Manager Frank Peterson.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the Agreement with Frank Peterson and authorize the City Clerk and Mayor to sign.

COMMITTEE RECOMMENDATION:

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

CITY OF MUSKEGON - FRANKLIN PETERSON
Amendment effective August 9, 2015
Containing Retroactive Provisions
(As approved by the City Commission on _____, 2015)

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

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

SALARY. Effective August 9, 2015, CITY agrees to pay MANAGER as compensation for services rendered an annual salary of \$125,000 per year. MANAGER shall be entitled to cost of living adjustments approved by the City Commission for department heads on the first of each year, commencing January 1, 2016, and a merit adjustment will be considered and, if granted, would be effective July 1 of each year, commencing July 1, 2016.

2. Paragraph 3 (Pension) of the Employment Agreement shall be amended to provide an additional City contribution of 2.5% of Manager's salary to the ICMARC so long as Manager remains actively employed by City.
3. Paragraph 4(b) of the Memorandum concerning the Muskegon City Manager Compensation Proposal, which is an attachment to the Employment Agreement, (Vacation Time) shall be revised to provide, on an annual basis, twenty five vacation days for 2015 and thirty vacation days per year effective January 1, 2016.

Twenty vacation days may be carried over from one calendar year to the next

calendar year.

This amendment was authorized by a vote of the City Commission on _____, 2015, and is determined to be effective August 9, 2015. All previous provisions shall remain in full force and effect, except those that are changed by this amendment.

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

CITY OF MUSKEGON

By _____
Stephen J. Gawron, Its Mayor

and _____
Ann Marie Meisch, Its Clerk

MANAGER -

Franklin Peterson

Date: August 17th, 2015

To: Honorable Mayor and City Commissioners

From: Director of Public Safety Jeffrey Lewis

**RE: Section - 10-351 (F) (3) Registration of Rental
Dwellings Ordinance Amendment**

SUMMARY OF REQUEST:

The Director of Public Safety requests that the City Commission review and authorize the proposed amendment to Chapter 10 Buildings, Article VI, Division 2, subdivision III "Rental Property", of the City of Muskegon

This ordinance amendment focuses on sub-section (F) (3) which would allow an "***Alternative Escrow Option***"; in lieu of dwelling fire insurance. The sub-section and associated bullet points (1-7) explain the escrow option for landlords who cannot obtain insurance or opt not to acquire dwelling insurance to repair or demolish a property after a catastrophic fire event.

FINANCIAL IMPACT:

Relieve the City of Muskegon from bearing the expense to demolish uninsured rental properties that are damaged during a working fire.

BUDGET ACTION REQUIRED:

N/A

STAFF RECOMMENDATION:

Staff recommends approving this ordinance amendment as written.

**City of Muskegon
Muskegon County, Michigan
Ordinance Amendment No. _____**

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 10 “Buildings and Building Regulations,” Article VI “Property Maintenance Code,” Division 2, Subdivision III. “Rental Property” of the Code of Ordinances of the City of Muskegon is amended as follows:

Subdivision III. Rental Property

Sec. 10-351. Registration of rental dwellings.

- (a) *Required.* All rental dwellings shall be registered with the city. If the owner does not reside within 30 miles of the city, he shall designate a responsible local agent who shall be responsible for operating such dwelling in compliance with the law, including this article. All official notices may be served on the responsible agent, and any notice so served shall be deemed to have been served upon the owner of record. Each owner or responsible local agent shall maintain a current list of the number of occupants of each rental dwelling for which he is responsible. A rental unit certificate of compliance shall not be issued if the registration provisions of this article are not complied with.
- (b) *Deadline for registration; failure to comply.* All rental dwellings existing as of the effective date of the ordinance from which this article is derived shall be registered no later than six months after the effective date of this article. The city shall order registration prior to that date for any dwelling cited in a notice required by this article. Failure to comply with such an order is a violation of this article.
- (c) *Registry of new rental dwellings.* The owner of a new rental dwelling or of any dwelling newly converted to a rental dwelling shall register the rental dwelling prior to allowing occupancy of any new rental units.
- (d) *Change in register information.* The owner of rental dwellings already registered with the city or his responsible local agent shall register within 60 days after any change occurs in register information. A new owner of a registered dwelling shall register the dwelling within 60 days of assuming ownership.
- (e) *Application; contents.* Application for registration shall be made in such form and in accordance with such instructions as may be provided by the administrator and shall include:
 - (1) The address of the rental dwelling.
 - (2) The number of dwelling units, the number of rooming units and the number of hotel units in the dwelling.

- (3) The name, residence address, business address, business phone number and personal phone number of the owner.
 - (4) The name, residence address, business address, business phone number and personal phone number of the manager and responsible local agent designated by the owner.
 - (5) The address where the owner or responsible local agent will accept notices or orders from the city.
 - (6) The driver's license or state identification number of the owner or responsible local agent and the state in which the license or ID was issued.
- (f) *Dwelling fire insurance.* In order to protect the health, safety and welfare of the residents of the city, it is hereby declared that the city shall require dwelling fire insurance for all property owners who let for occupancy premises in the city in the amount and for the purposes provided below.
- (1) *Minimum coverage; use of insurance proceeds.* All property owners owning property in the city shall be required to obtain a minimum of \$10,000 in dwelling fire insurance. Further, in the event of any fire or loss covered by such insurance, it shall be the obligation of the property owner to use such insurance proceeds to cause the restoration or demolition or other repair of the property in adherence to the city code and all applicable ordinances.
 - (2) *Property owners to provide city with insurance information.* All property owners shall be required to place their insurance company name, policy number and policy expiration date on their rental unit registration form, or in the alternative, to provide the city with a copy of their actual dwelling fire insurance policy. A registration certificate shall not be issued to any person unless the aforementioned information has been provided. Violation of this section shall result in suspension of a registration certificate. The city shall be informed of any change in policies for a particular rental unit or cancellation of a policy for said property within 10 days of said change or cancellation.
 - (3) *Alternative Escrow Option.* In lieu of obtaining dwelling fire insurance as outlined in this section, landlords who own ten (10) or more single family dwelling units may put into escrow with the City funds sufficient to cover the cost of potential future fire demolition, as follows:
 - i. For a landlord who owns 10 or more rental homes in the City, a minimum escrow amount of \$10,000, plus a one time administrative fee of \$100 is required.
 - ii. The funds in escrow can be withdrawn for the sole purpose of demolition or restoration of a home that has been damaged by fire.

- iii. If, after a fire, the home is declared a dangerous building, and the landlord fails to repair or demolish the home as required, the City may use the escrow funds to perform the demolition, pursuant to the process as outlined in Chapter 10, Article III “Dangerous Buildings” of the City Code. In addition to the cost of demolition, the City shall deduct from the escrow funds all fees and fines associated with the dangerous building proceedings.
- iv. Landlord must replenish the full escrow amount within 10 business days after withdrawal by the landlord or the City.
- v. The City shall retain any interest accrued/earned on the funds in escrow to compensate for its administrative costs.
- vi. The City shall return the escrow funds upon sale of all rental properties or proof of dwelling fire insurance on all properties, as required pursuant to Section (f)(2) above.

- (g) *Inaccurate or incomplete register information.* It shall be a violation of this article for an owner or a responsible local agent to provide inaccurate information for the register of rental dwellings or to fail to provide information required by the city under subsection (e) of this section. In those cases in which the owner or responsible local agent is not a natural person, the information required for the register shall be provided for the organization owning the rental dwelling and for the president, general manager or other chief executive officer of the organization. Where more than one natural person has an ownership interest, the required information shall be provided for each owner.
- (h) *Exemption from registration requirement.* Dwellings that are not owner-occupied, but are occupied by a grandparent, parent, child or current spouse of the owner are exempt from the rental registration requirements outlined in this section. This exemption is limited to single family residential dwellings. It is the responsibility of the owner asking to be exempted from the rental dwelling registration requirement to provide satisfactory proof to the city of the existence of the familial relationship between owner and resident of the dwelling.

(Code 1975, § 4-82; Or. No. 2304, 2-28-12)

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the _____ day of _____, 2015, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2015

Ann Meisch, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2015, the City Commission of the City of Muskegon adopted an amendment to Chapter 10 "Buildings and Building Regulations," Article VI "Property Maintenance Code," Division 2, Subdivision III. "Rental Property," Section 10-351 of the Code of Ordinances of the City of Muskegon, whereby the following changes were made:

Section (f)(3) was added to provide an alternative of placing funds in an escrow account with the City to be used to demolish the home in the event of fire, in lieu of the requirement to obtain dwelling fire insurance, for those landlords who own ten or more single family rental homes in the City.

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

This ordinance amendment is effective ten (10) days from the date of this publication.

CITY OF MUSKEGON

Published: _____, 2015 By: _____
Ann Meisch, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

Date: August 25, 2015
To: Honorable Mayor and City Commissioners
From: DPW
RE: Request for \$9,000 from United Way for Day of Caring 2015.

SUMMARY OF REQUEST:

Authorize staff to grant United Way's request for \$9,000 to purchase and plant landscaping along Seaway Drive as part of their 2015 Day of Caring.

Earlier this year, the city received over \$9,000 from MDOT for a tree cutting violation along Seaway in the City of Norton Shores and they passed that money to us to do exactly what is being proposed by United Way.

FINANCIAL IMPACT:

Grant United Way's request for \$9,000 from the major street fund where the MDOT's money was deposited.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Authorize staff to grant the request by United Way.

COMMITTEE RECOMMENDATION:

**2015-2016 Board
of Directors**

August 19, 2015

Jeff Alexander

Mary Boyd

Sherri Campbell

Laura Carpenter

Bob Carter

Jessica Chandler

Lee Coggin

Martha Gabrielse

Ed Garner

Erik Jepsen

Fred Johnson

Jane Johnson

Linda Juarez

Mark Mangione

Tyshon Massey

Mark Meyers

Cathy Monton

Gary Nelund

Margaret O'Toole

Dawn Riley

Joshua Reece

Capt. Dan Sawka

Dave Sipka

Derrick Smith

Stewart Sanders

Dwight Vines

Greg VanWoerkom

Peg West

Priscilla Wilcox

City Manager; Frank Peterson
933 Terrace St.
Muskegon, MI 49440

Dear Mr. Peterson,

The United Way of the Lakeshore is looking very forward to the City of Muskegon's partnership for Day of Caring 2015. As you may know, our plan is to help launch the local beautification campaign by improving landscapes along Seaway Drive, cleaning up and improving sites along Sherman Blvd., and assisting the County Land Bank with blight elimination. As we have planned our grand scale service project, to be held on September 11th, we have compiled a list of potential trees and plantings recommended by the Michigan Department of Transportation Resource Specialist Thomas Kitce. Mr. Kitce has also helped us to identify a financial source of support through the Michigan Department of Transportation of which the City of Muskegon is currently the fiduciary.

The City of Muskegon has possession of roughly \$9,000 from a wrongful tree removal settlement. In a recent planning committee meeting, it was discussed that this funding could be used to purchase trees, plantings, fill dirt, water bags, and other necessary supplies for the sites we have identified for beautification along Seaway Drive on Day of Caring (three are on City of Muskegon property).

In order to provide for ease and access to this funding for the specific purposes cited above, we respectfully ask that the City of Muskegon agree that the United Way of the Lakeshore proceed accordingly with plans for Seaway Drive site beautification. This includes purchase of items mentioned above and supplies for any prep/finish work that must be done. Once the Day of Caring 2015 is complete, the United Way of the Lakeshore will send a total invoice to the City of Muskegon for reimbursement, up to \$9,000. This will help our staff to make timely purchases of these items without burdening the human resources of the City of Muskegon.

Thank you in advance for your consideration and your partnership.

Sincerely,



Christine Robere
President, United Way of the Lakeshore