

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 13, 2013

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
- ❑ **INTRODUCTIONS/PRESENTATION:**
- ❑ **CONSENT AGENDA:**
 - A. Approval of Minutes. CITY CLERK
 - B. Concession Contract for Concession Building at Pere Marquette Park.
PUBLIC WORKS
 - C. Letter of Support to WMSRDC's Great Lakes Fisheries Trust Grant Application. PUBLIC WORKS
 - D. Farmers' Market DMDC Relocation Site – Purchase Agreement between the City of Muskegon (City) and Downtown Muskegon Development Corporation (DMDC). PLANNING & ECONOMIC DEVELOPMENT
 - E. SECOND READING: Fireworks Ordinance Amendment. PUBLIC SAFETY
- ❑ **PUBLIC HEARINGS:**
- ❑ **COMMUNICATIONS:**
- ❑ **CITY MANAGER'S REPORT:**
- ❑ **UNFINISHED BUSINESS:**
- ❑ **NEW BUSINESS:**
 - A. Presentation of Veterans' Memorial Park. PUBLIC WORKS
 - B. Designation of Voting Delegates for the Michigan Municipal League Annual Business Meeting. CITY CLERK
- ❑ **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 CUMMINGS, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

Date: August 13, 2013
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the July 23rd City Commission Meeting and the July 30th, 31st and August 5th Special Commission Meetings.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 23, 2013

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, July 23, 2013.

Mayor Gawron opened the meeting with a prayer from Rev. Bill Freeman from the Harbor Unitarian Universalist Congregation 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 Byron Turnquist, Lea Markowski, Eric Hood, and Willie German, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

Absent: Commissioner Sue Wierengo.

2013-61 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the July 8th Commission Worksession Meeting, and the July 9th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Human Resources Agreement. CITY MANAGER

SUMMARY OF REQUEST: To renew the agreement with County of Muskegon to provide human resources services to the City from July 1, 2013 through June 30, 2014.

FINANCIAL IMPACT: \$75,000 plus incidental costs.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the agreement and authorize the Mayor and Clerk to sign it.

C. Special Event Request – Michigan Beach Polo. PLANNING &

ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The organizers of the Michigan Beach Polo event are requesting to serve beer and wine during their beach polo match at Pere Marquette Park on August 10, 2013. They are partnering with the Helen DeVos Children's Hospital Foundation. This is the event's 2nd year.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the sale of beer and wine at Pere Marquette Park on August 10, 2013 during the beach polo game.

D. Special Event Request – Catamaran Racing Association of Michigan.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: CRAM is requesting permission to hold a Catamaran sailing regatta at Pere Marquette Park, July 25 through 28, 2013. They would like to use the City-owned parking lot across from the former Captain Jack's restaurant for overnight camping on July 25, 26, and 27, 2013. They expect less than ten RV's in the lot overnight, and they will provide a portable toilet for the campers' use. This is the event's sixth year of operation and there have never been any problems with this group. They have provided proof of liability insurance.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve overnight camping at Pere Marquette Park for this event on July 25, 26, and 27, 2013.

E. Vacation of Temple Street south of Delano Avenue.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Staff is requesting to vacate the portion of Temple Street south of Delano Avenue.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends vacation of the street, with the condition that all utility easement rights be retained.

COMMITTEE RECOMMENDATION: The Planning Commission recommended vacation of the street at their July meeting, with the condition that all utility easement rights be retained.

F. Acceptance into the Redevelopment Ready Communities Program.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon has been selected to participate

in the Michigan Economic Development Corporation's (MEDC) Redevelopment Ready Communities (RRC) program. The program measures and then certifies communities that integrate transparency, predictability and efficiency into their daily development practices. The RRC is a formal recognition that a community has a vision for the future and the fundamental practices on place to get there. Participation in the program could potentially lead to grant and marketing opportunities.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends acceptance into the RRC program and for the Mayor to sign the Memorandum of Understanding and resolution.

Motion by Commissioner German, second by Vice Mayor Spataro to accept the Consent Agenda as presented.

ROLL VOTE: Ayes: Markowski, Gawron, Hood, Spataro, German, and Turnquist

Nays: None

MOTION PASSES

2013-62 NEW BUSINESS:

A. Fireworks Ordinance Amendment. PUBLIC SAFETY

SUMMARY OF REQUEST: It is requested the City Commission approve the Ordinance Amendment which provides for the regulation of the ignition, discharge and use of consumer fireworks, as allowed under the Michigan Fireworks Safety Act.

The ordinance specifically limits the days and hours Consumer fireworks may be ignited, discharged or used in the City. The ordinance prohibits the use of fireworks while under the influence of alcohol or drugs. The Public Safety Office wants to ensure no person shall recklessly endanger the life, health, safety, or well-being of any person by the ignition, discharge, or use of consumer fireworks.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Ordinance as presented.

Motion by Vice Mayor Spataro, second by Commissioner Hood to adopt the ordinance as presented.

ROLL VOTE: Ayes: Hood, Spataro, German, Turnquist, Markowski, and Gawron

Nays: None

MOTION PASSES (Requires Second Reading)

B. Special Event Request – Bassmasters Tournament Request to Sell Liquor.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The Muskegon County Convention & Visitors Bureau and the Muskegon Jaycees have filed a special event application for the 2013 Bassmasters Elite Series Toyota All Stars (fishing) Tournament to be held in Muskegon September 26 – 29. In conjunction with the tournament, there will be events taking place at Heritage Landing, including alcohol service.

The event applicants are requesting approval to sell liquor at the event and offer limited free samples. Evan Williams is a main sponsor of the Bassmaster Elite Series, and will have a tent on the grounds to promote their products. Part of their promotion is to provide free samples of their whiskeys to patrons. The Jaycees will provide volunteers to man this tent and control the sampling process. The Evan Williams samples will be poured using ½ ounce measured pourers, essentially giving one “shot” per sample. In order to keep track of how many samples a patron has, their wristband will be punched or otherwise marked, indicating to the volunteer servers that they are eligible for any samples.

State law dictates that free samples of liquor can be provided under a special event license, with the following requirements:

1. Sample size cannot exceed ½ ounce.
2. Patrons are allowed no more than two samples per day.

The Evan Williams booth would also like to offer mixed drinks for sale (liquor with cola or some other mixer), with stoppers on the bottle measuring out 1-ounce or 1 ¼-ounce shots. They would like patrons to be able to roam the entire liquor-controlled venue of Heritage Landing with the drinks, and not be restricted to just the Evan Williams booth.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: None.

Motion by Commissioner Markowski, second by Vice Mayor Spataro to approve the special event request for Bassmasters Tournament to sell liquor.

ROLL VOTE: Ayes: Hood, Spataro, German, Turnquist, Markowski, and Gawron

Nays: None

MOTION PASSES

C. Agreements with Harris Hospitality for Pere Marquette Park. CITY
MANAGER

SUMMARY OF REQUEST: To approve a Development Agreement, Ground Lease and Option Agreement with Harris Hospitality for the development of a portion

of Pere Marquette Park.

FINANCIAL IMPACT: \$6,000 annual lease payments during initial term.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request and authorize the Mayor and Clerk to execute the documents, subject to City staff approval of each and every exhibit.

Motion by Vice Mayor Spataro, second by Commissioner German to adopt the agreements as presented.

ROLL VOTE: Ayes: Spataro, German, Turnquist, Markowski, Gawron, and Hood

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

2013-63 CLOSED SESSION: City Manager Search.

Motion by Commissioner Hood, second by Vice Mayor Spataro to go into Closed Session.

ROLL VOTE: Ayes: Turnquist, Markowski, Gawron, Hood, Spataro, and German

Nays: None

MOTION PASSES

Motion by Commissioner Hood, second by Vice Mayor Spataro to go into Open Session.

ROLL VOTE: Ayes: Spataro, German, Turnquist, Markowski, Gawron, and Hood

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 7:42 p.m.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

City of Muskegon
Special Commission Meeting
July 30, 2013
City Commission Chambers
9:30 a.m.

MINUTES

2013-64

Present: Commissioners Gawron, Spataro, Hood, Wierengo, German, Turnquist, and Markowski.

Absent: None.

Interview of Candidates for City Manager.

Consultant Andrea Battle-Sims, of Waters Consulting, met with City Commissioners to explain the interview process for City Manager candidates and reviewed the questions to be asked.

Candidate interviews began at 10:30 a.m.

Ms. Battle-Sims began each interview by asking the candidate a list of questions. After, City Commissioners were then given the opportunity to ask questions of each candidate. Candidates were then given the opportunity to ask any questions of the City Commission.

Candidate Richard Houtteman – Currently serves as Deputy Administrator for the City of Kentwood, MI since 2009. He also served as Business Development Specialist with Muskegon Area First from 2006 to 2009 as well as Dalton Township Supervisor from 1999 to 2002 and Assistant City Manager with the City of Coopersville from 2002 to 2006.

Mr. Houtteman is interested in joining the City of Muskegon and feels it is his “dream job” to return to work in a community he is passionate about. He’s held increasingly more responsible positions in the Muskegon/Greater Grand Rapids area and would like to use the skills attained to build upon the success of the City of Muskegon.

Candidate Kathy Dillon – Currently serves as City Manager for the City of Union City, TN since 2007. Ms. Dillon has also served as City Manager at the Cities of South Fulton, TN from 2003 to 2007, and Montrose from 1996 to 2002.

Ms. Dillon is seeking to return to the City of Muskegon where she can thrive professionally and personally. She is originally from the City and wishes to return home. She has worked in municipal management for over 20 years and sees this as her ultimate goal, where she can use her talents in her hometown.

Candidate Frank Peterson – Currently serves as City Manager for Springfield, MI since 2007. He also served as City Manager in Grant, MI from 2005 to 2007 and as Planner/Project Manager in the City of Lafayette, IN from 2004 to 2005.

Mr. Peterson is seeking to join a larger City and use his skills gained in his roles in a full service organization with a strong infrastructure and reputation. He has worked in municipal management since graduating with his Masters in Public Administration and has moved up the ranks fairly quickly during his career.

Candidate Natasha Henderson – Serves as City Manager for the City of Muskegon Heights since 2008. She has also served as the Director of Quality Assurance and Public Relations from 2006 to 2008 and Assistant to the City Manager from 2001 to 2006.

Ms. Henderson has accomplished many objectives in her tenure as City Manager for Muskegon Heights that includes leading the turnaround of the City's budget. After five years in this role, she is seeking to move to a larger municipality and is selectively seeking new opportunities. She is interested in this opportunity as the chance to use her relations and experience developed as a community partner and colleague to this more complex organization.

A special meeting will be conducted on July 31, 2013 to select a new City Manager.

Adjournment.

Motion by Commissioner Hood, seconded by Vice Mayor Spataro to adjourn at 4:43 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

City of Muskegon
Special City Commission Meeting
July 31, 2013
City Commission Chambers
5:30 PM

MINUTES

2013-65

Present: Commissioners Gawron, Spataro, Hood, German, Turnquist, Markowski, and Wierengo.

Absent: None.

Appointment of City Manager.

Motion by Vice Mayor Spataro, seconded by Commissioner Wierengo to authorize the City Attorney to negotiate a contract for City Manager with Mr. Franklin Peterson.

ROLL CALL VOTE:

Ayes: Wierengo, Turnquist, Markowski, Gawron, Hood, Spataro, and German.

Nays: None.

MOTION PASSES

Adjournment.

Motion by Commissioner Hood, seconded by Vice Mayor Spataro to adjourn at 5:45 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

City of Muskegon
Special City Commission Meeting
August 5, 2013
City Commission Chambers
5:30 PM

MINUTES

2013-66

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

Absent: Commissioner Wierengo.

Approval of a City Manager Contract for Franklin Peterson.

Motion by Vice Mayor Spataro, seconded by Commissioner Hood to approve the City Manager contract as presented.

ROLL CALL VOTE:

Ayes: Turnquist, Markowski, Gawron, Hood, and Spataro.

Nays: German

MOTION PASSES

Adjournment.

Motion by Commissioner Hood, seconded by Vice Mayor Spataro to adjourn at 6:15 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

AGENDA ITEM NO._____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: August 13, 2013

SUBJECT: Concession Contract for Concession Building at Pere Marquette Park

SUMMARY OF REQUEST:

Staff is asking permission to enter into 1-year contractual agreement for 2014 with Morse and Jinger Michael of Moji Inc. (DBA The Beach Cove) for operating a Concession called “The Beach Cove” (formally called the “Island” Concession) at Pere Marquette Park.

FINANCIAL IMPACT:

Contract revenue for “The Island” concession was \$2,118 for the 2009 operating season, \$3,625 in 2010, \$1,830 in 2011 and \$1,296 in 2012. Concession revenue is normally 10% of gross receipts. However, if approved by Commission staff would negotiate “in-kind” services/donation to Pere Marquette Park facilities or 10% commission of gross receipts.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize DPW Staff to enter into a 1-year Concession Agreement with Morse and Jinger Michael of Moji Inc., for a Concession at the Concession (restroom/lifeguard) Building at Pere Marquette Park for 2014.

COMMITTEE RECOMMENDATION:

Linda Potter

From: Doug Sayles
Sent: Monday, August 05, 2013 3:24 PM
To: Ann Cummings
Cc: Irene Dempsey; Linda Potter
Subject: FW: Concession Proposal
Attachments: Logo.pdf

From: Morse Michael [mailto:morselmichael@gmail.com]
Sent: Tuesday, July 30, 2013 4:46 PM
To: Doug Sayles
Cc: Kenneth Huston II
Subject: Concession Proposal

Hi Doug,

My wife and I currently own The Frosty Cove located on Lakeshore Dr. This is our third successful season. We currently offer an array of menu items such as Hard Scoop Ice Cream, Soft Serve Flavors, Flurries, Slushies, Sundaes, Popsicles, etc as well as hot dogs and nachos. We do operate seasonally generally from April – Sept, however could be earlier or later depending on weather conditions. For example. Last year we(The Frosty Cove) opened March 15th because we had the 80 degree 2 week span. This year we opened April 5th.

We would operate seasonally at The Beach Cove as well meaning, we “could be” operational but not open due to thunderstorms or weather related issues that would keep the community off the beach between April and Sept. We would like to continue the same operational style at the Concession Space located at Pere Marquette, which is currently occupied by Ken Huston under the DBA The Island. We would change the name to The Beach Cove to keep with our “Cove” theme, but would offer much of the same items offered currently at The Island. This would be Hard Serve Ice Cream Flavors, Popsicles, Nachos, Hot Dogs, Beach Rentals. We would also offer Beach Supplies such as sun screen, suntan lotion, sun glasses, etc. The year-round Insurance Policy adding the City as additionally insured is not a problem. I Spoke with my Insurance Rep and he said he would just need the street address to add the city to the policy.

Some of our long term goals would include making The Beach Cove a big part of the community by supporting events like Movies at the Beach and things of that nature. Selling merchandise such as Personalized "The Beach Cove" Frisbees, Towels, T-Shirts with The Beach Cove name and logo and also listing Pere Marquette Beach and Muskegon Mi on the items for tourist to take back home as a keep sake. We would like eventually expand the menu by adding more popsicles to allow kids more choices and also soft serve. The addition of soft serve would allow more menu items such as flurries, shakes, sundaes etc, that are not currently available. The idea is more menu items would equate to more revenue for the city and for The Beach Cove.

Those items are all long-term goals we would like to do, however, when we close the deal after the 2013 season (maybe Oct-Nov 2013) we would like to just make small cosmetic changes during the winter months like the name/logo change, possibly painting and rearranging the inside of the space to better organize inventory and storage. We, of course, would work closely with you to make sure we continue to operate within guidelines you set for us. We would want to make the cosmetic changes mentioned

above over the winter months to prepare to hit the ground running for April 2014.

I have attached our logo deisgn(s) as well as the purchase agreement Ken and I have verbally agreed too. It is short and sweet. If there is anything you would like to add, take away or expand on let me know. I will make the changes accordingly before Ken and I formally sign it.

Please let me know if you need anything further from me.

Thank you for your time and consideration.

Morse & Jinger Michael
231-955-7130 cell
231-747-6208 fax



Date: August 13, 2013
To: Honorable Mayor and City Commissioners
From: DPW
RE: Letter of Support to WMSRDC's Great Lakes Fisheries Trust grant application

SUMMARY OF REQUEST:

Support the West Michigan Shoreline Regional Development's efforts to secure Fisheries grant to construct approximately 800' of bike trail, fishing stations and possibly a picnic shelter (depending the dollars available) on the Hartshorne peninsula's pier and authorize the Mayor to sign the attached letter of support.

FINANCIAL IMPACT:

None to the City, however, the application is expected to request around \$200,000

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Endorse WMSRDC's efforts and Authorize the mayor to sign the attached letter of support.

COMMITTEE RECOMMENDATION:

Affirmative Action
(231) 724-6703
FAX (231) 722-1214

Cemetery
(231) 724-6783
FAX (231) 726-5617

City Manager
(231) 724-6724
FAX (231) 722-1214

Civil Service
(231) 724-6716
FAX (231) 724-4405

Clerk
(231) 724-6705
FAX (231) 724-4178

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

Engineering
(231) 724-6707
FAX (231) 727-6904

Finance
(231) 724-6713
FAX (231) 724-6768

Fire Department
(231) 724-6792
FAX (231) 724-6985

Income Tax
(231) 724-6770
FAX (231) 724-6768

Info. Technology
(231) 724-4126
FAX (231) 722-4301

Inspection Services
(231) 724-6715
FAX (231) 728-4371

Mayor's Office
(231) 724-6701

Planning/Zoning
(231) 724-6702

Police Department
(231) 724-6750
FAX (231) 722-5140

Public Works
(231) 724-4100

Treasurer
(231) 724-6720
FAX (231) 724-6768



August 6, 2013

Sandeep Dey, Executive Director
West Michigan Shoreline Regional Development Commission
316 Morris Avenue, Suite 340
P.O. Box 387
Muskegon, MI 49443-0387

Dear Mr. Dey:

The City of Muskegon is writing this letter of support and commitment for the West Michigan Shoreline Regional Development Commission (WMSRDC) Great Lakes Fisheries Trust (GLFT) grant proposal to develop shore-based, universal public access to the Great Lakes Fishery on Muskegon Lake.

The GLFT "Peninsula Pier" is proposed for construction on an undeveloped portion of the City of Muskegon's Hartshorn Municipal Marina. WMSRDC and the City of Muskegon recently completed a fish and wildlife habitat restoration project at the site, with the intention of including future shore fishing access features to create universal access that is protective of the restored natural resource. The Michigan DNR Fisheries Division fully supports this proposed project.

The proposed "Peninsula Pier" can be accessed from the parking lot at Hartshorn Marina and on foot or by bicycle via the Lakeshore Trail, part of a regional non-motorized trail system, located along the Muskegon Lake shoreline, between Lake Michigan and the Muskegon River. Peninsula Pier is also nearby the existing restroom facilities, maintained by the City of Muskegon at the Hartshorn Marina public boat launch ramp.

The City of Muskegon's shoreline master plan and recreation plan calls for improved and expanded public access for shore fishing on Muskegon Lake. Peninsula Pier will be maintained according to the City's normal maintenance operations for its public outdoor recreation facilities. As part of the project, the City of Muskegon will work closely with WMSRDC to review and approve final engineering plans and state and federal permit applications, and provide WMSRDC and the project engineer with construction oversight as needed. We will provide information and communications about the project to City of Muskegon residents and the general public. The City of Muskegon will also participate in project-related public education events and feature a news article about the project in the City's newsletter and its web-site at www.shorelinecity.com.

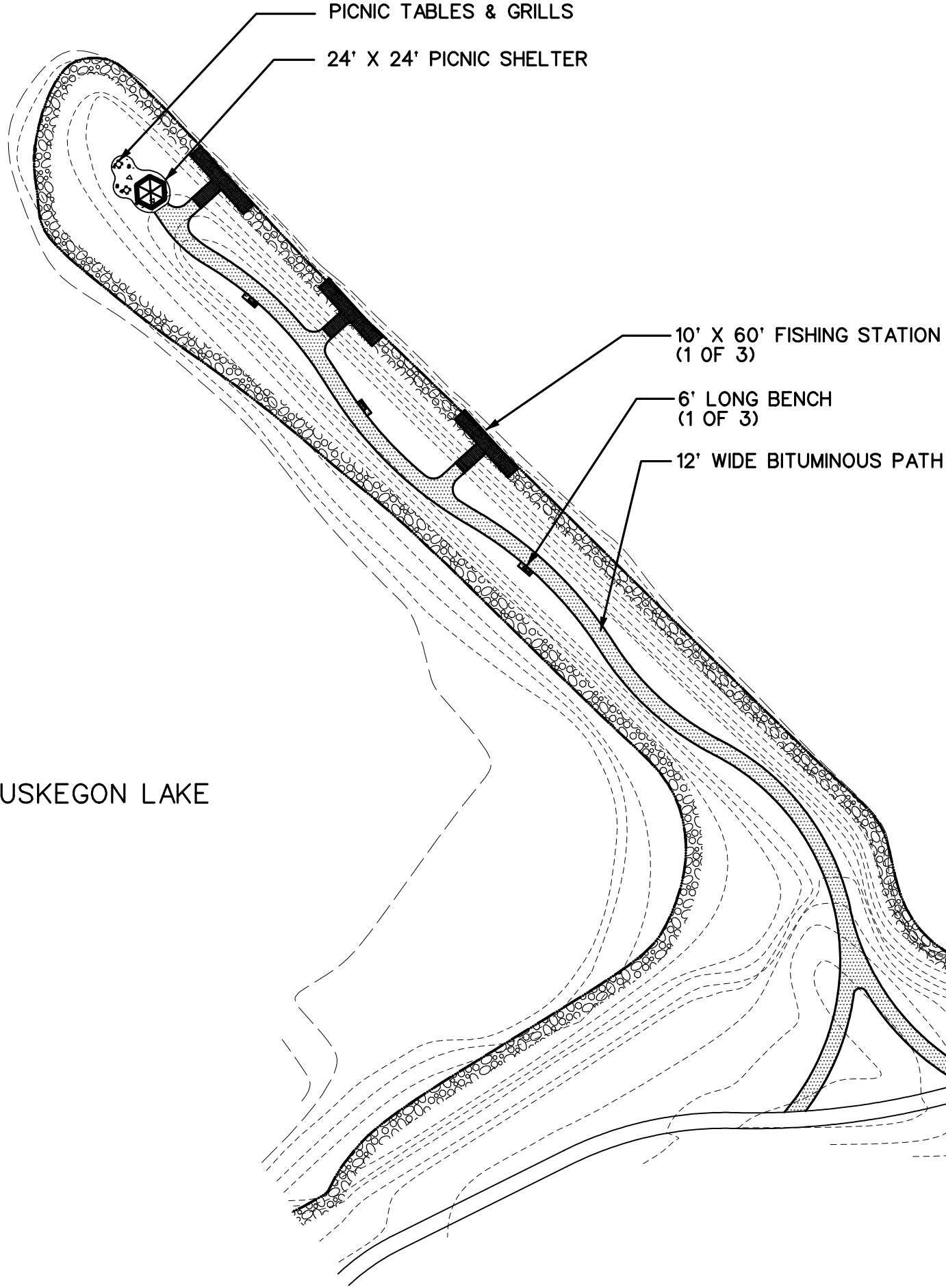
Thank you for your consideration of this important project.

Sincerely,

Mr. Stephen Gawron
Mayor

CC: Mohammed Al-Shatel, Engineering
Cathy Brubaker Clarke, Planning
Kevin Santos, Hartshorne Marina

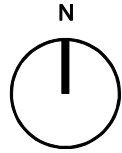
MUSKEGON LAKE



MUSKEGON LAKE

EXISTING SHORELINE RIP-RAP

EXISTING 12' WIDE BITUMINOUS PATH



SITE DEVELOPMENT PLAN

1"=100' 0 100'

FILE NO
DATE

M0005303
8/14/12

NEW RECREATIONAL FACILITIES

WEST MICHIGAN REGIONAL
DEVELOPMENT COMMISSION

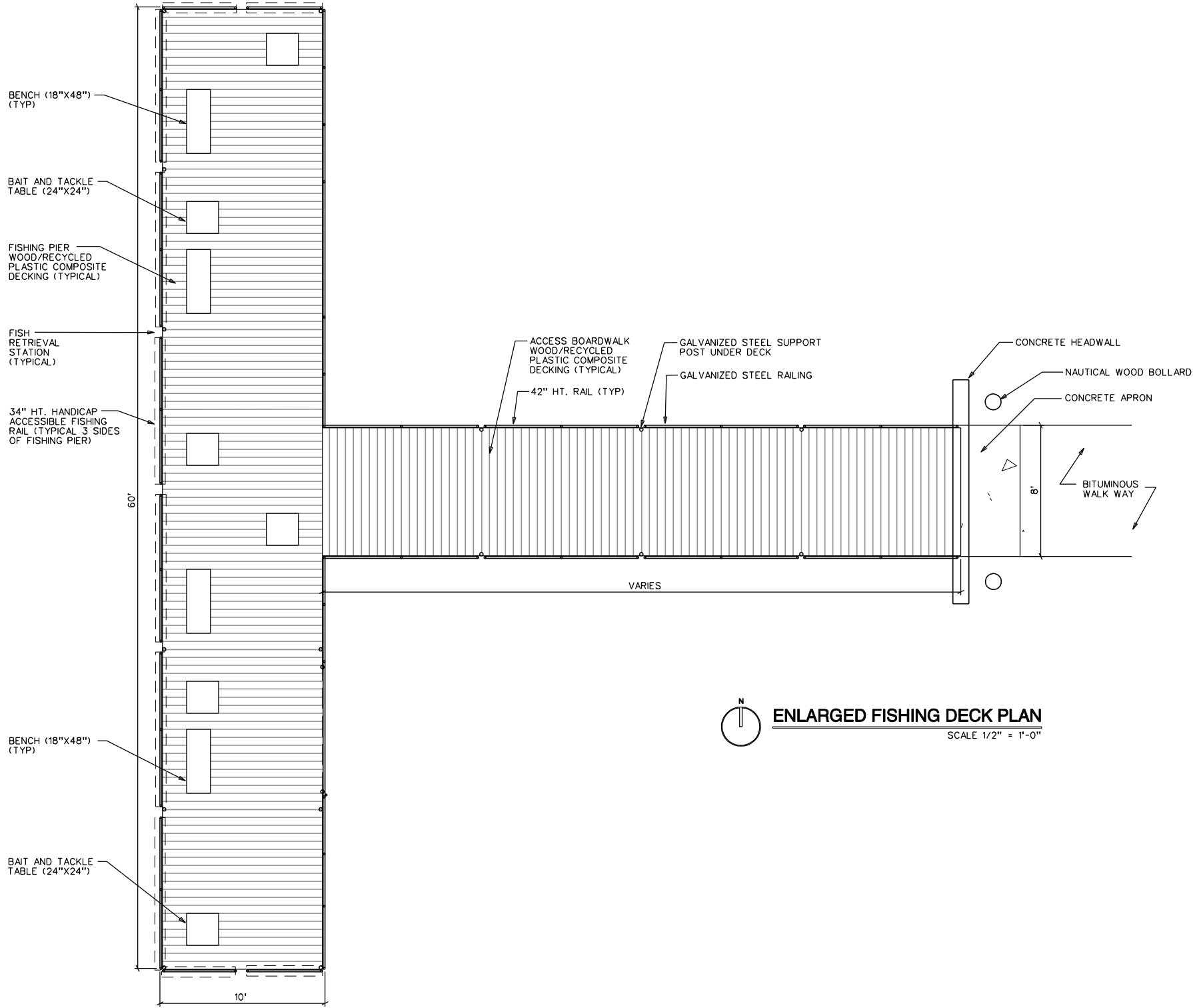
MUSKEGON, MICHIGAN

DRAWN BY
JC/ENG BY
CHECKED BY
PROJECT LDR

MJO
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OF SERVICE, AND PROGRESSIVE AE SHALL
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AND OTHER RESERVED RIGHTS, INCLUDING
THE COPYRIGHT THERE TO.

progressive ae

1811 4 Mile Rd N.E., Grand Rapids, MI 49525
616 361 2664 OFFICE 616 361 1493 FAX
www.progressiveae.com



FILE NO M0005303

DATE

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WEST MICHIGAN REGIONAL DEVELOPMENT COMMISSION

MUSKEGON, MICHIGAN

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1811 4 Mile Rd N.E., Grand Rapids, MI 49525

616 361 2664 OFFICE 616 361 1493 FAX

www.progressiveae.com

Commission Meeting Date: August 13, 2013

Date: July 30, 2013
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Farmers' Market DMDC Relocation Site- Purchase Agreement between the City of Muskegon (City) and Downtown Muskegon Development Corporation (DMDC)

SUMMARY OF REQUEST: The DMDC is developing a portion of their property downtown for the relocated City Farmers' Market. When the property has been developed, the DMDC will transfer the land and improvements to the City for \$1. The attached Purchase Agreement outlines the terms for this transfer, which is expected to occur in the Spring of 2014.

FINANCIAL IMPACT: The City will be paying \$1 for the land and improvements. The City will continue to manage the Farmers' Market, as well as the new entities, such as the community kitchen. The City will collect the revenues and pay for any future expenditures.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Purchase Agreement between the City and DMDC and authorize the Mayor and Clerk to sign all necessary documents, including closing documents at the time of sale.

PURCHASE AGREEMENT

This Agreement is made on _____, 2013 between the **City of Muskegon**, a Michigan municipal corporation, with offices located at 933 Terrace Street, Muskegon Michigan, 49440 ("City") and the **Downtown Muskegon Development Corporation**, a Michigan non-profit corporation, with offices located at 425 W. Western, Muskegon, Michigan, 49442 ("DMDC"), with reference to the following facts:

- A. DMDC is the owner of certain land on which the former Muskegon Mall, and before that, the core of Muskegon's downtown, was located. The DMDC established a street grid, divided the land into units in two separate site condominiums, and defined development design standards, all toward a vision of rebuilding a dense, vibrant, walkable and beautiful downtown;
- B. The City owns and manages a very successful FarmersMarket on Yuba Street ("Farmers Market"). However, changes in surrounding road patterns have made the facility more difficult to access. Also, the facility is old and limited in the features it has to serve its vendors and the public.
- C. DMDC desires to locate the Farmers Market on its property, recognizing the beneficial impact of farmersmarkets that are located in downtowns in terms of residential and retail development. DMDC is willing to raise the necessary funds to build a state-of-the-art Farmers Market and the City is willing to accept ownership and the responsibility for continuing the operation of the Farmers Market on the new site.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, obligations and undertakings as are hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

1. **Purchase and Sale of Premises.** DMDC shall sell and City shall purchase on the conditions set forth in this Agreement the premises, and all improvements thereon, with all beneficial easements, legally described in Exhibit A ("Premises") subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are reasonably acceptable to City upon disclosure and review of the same, and further subject to the restrictive covenants described in Paragraph 3 below.
2. **Purchase Price and Manner of Payment.** City and DMDC agree that the purchase price of the Premises is \$1 and shall be satisfied at closing.

3. Warranty Deed; Deed Restrictions. At the Closing, DMDC shall deliver to Cityan executed warranty deed conveying good and marketable title to the Premises free of any mortgages, liens, encumbrances and restrictions, except for the title exceptions stated in the Title Commitment to which the City does not object and provided that the deed shall be subject to the following restrictions:

- (a) The Premises shall be used at least three days a week, one of them being Saturday, during the period from May 1 to October 31 each year, primarily as a farmers market for the sale by farmers to the public of Michigan grown vegetables, fruit, flowers and other plants. No use permitted on the Premises on any other day or at any other time shall interfere with the use of the Premises as a farmers market. It is understood the aforementioned schedule is stated as a minimum and that there is no restriction against the use of the Premises as a farmers market more days in a week, or more months in a year.
- (b) The Farmers Market shall be managed solely by the City of Muskegon, unless otherwise consented to in writing by DMDC, whose consent shall not be unreasonably withheld.
- (c) No buildings, structures or other improvements present on the Premises at time of closing shall be demolished, removed or replaced, unless promptly replaced with buildings, structures or improvements which are equal to or larger in size, substantially similar in design and appearance, and constructed with materials of equal or better quality and durability to the buildings, structures or improvements being demolished, removed or replaced.
- (d) In the event of the sale, conveyance, transfer or other disposition of the Premises, or in the event of the breach or violation of any of the foregoing restrictions, DMDC shall have the immediate and continuing option to purchase the Premises from City or any successor in interest to the Premises for the purchase price of One Dollar (\$1).
- (e) City will not operate any other farmers market anywhere in the County of Muskegon, unless otherwise consented to in writing by DMDC.

The foregoing restrictions shall be a covenant running with the land as a burden on the Premises, and are imposed and granted hereunder are solely for the benefit of DMDC and its successors and assigns, and, upon dissolution of the DMDC, the Community Foundation for Muskegon County shall have the right to invoke, amend, and/or enforce the restrictions contained herein, including the option to purchase the Premises, by any and all means available at law or in equity.

4. Title Insurance. City shall order an owner's policy of title insurance issued by a mutually agreeable title company in the standard A.L.T.A. form, without the standard exceptions, certified to the date of closing, in the amount of the value of the Premises that shows that DMDC has good and marketable title. City may raise any objections

to the exceptions or encumbrances shown on the commitment within 20 days after City receives the commitment by giving written notice to DMDC. If City raises title objection, City shall not be required to close this transaction unless DMDC cures the objection or City waives its objection. If DMDC elects to cure the objection, DMDC shall take action to remove the exception or encumbrance from the chain of title, in order to remove it from the commitment and the policy. The title insurance policy shall include a tax lien search certified to the date of closing that shows no tax liens against the Premises.

5. **Property Taxes, Assessments and Condo Fees.** At closing DMDC shall be responsible for the payment of any real estate taxes, assessments, and condominium fees against the Premises billed prior to Closing. City shall be responsible for payment of any condominium dues, assessments and fees required of owners of units in the condominium association of which the Premises or any portion thereof is a part billed after Closing.
6. **Survey.** DMDC shall provide City with copies of any surveys DMDC has of the Premises. City may obtain a survey of the Premises at City's expense, and City or City's surveyor or other agents may enter the Premises for that purpose prior to closing. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, DMDC shall have the option of effecting a remedy within 30 days after disclosure, or terminating this Agreement. City may elect to purchase the Premises subject to said encroachment or variation.
7. **Inspection Period.** Commencing on the date of this Agreement, City, and City's agents, employees, contractors and consultants may, prior to the Date of Closing, conduct such inspections, investigations, appraisals, tests, feasibility studies, and determinations of the Premises at its own expense as City, in its sole discretion, shall desire in order to determine that the condition of the Premises is acceptable and that the Premises is suitable for City's intended uses ("Due Diligence Investigation"). All tests related to the Due Diligence Investigation shall be completed within a reasonable time, not to exceed 90 days ("Inspection Period") after execution of this Agreement by both parties. If the Due Diligence Investigation shows any condition which City reasonably believes renders the Premises defective, then City shall promptly give written notice of such defects to DMDC. DMDC shall have the option of effecting a remedy of the defects within 30 days after City's delivery of the notice or terminating this Agreement. City may elect to purchase the Premises subject to such defects.

DMDC shall provide any environmental reports in their possession to the City. The City may conduct its own Phase I, Phase II and BEA if it deems it necessary. Before or after date of closing, City may petition the Michigan Department of Environmental Quality (MDEQ) for a baseline environmental assessment adequacy determination.

8. **Representations, Covenants and Warranties of DMDC.** DMDC represents, covenants and warrants the following to be true:

- a. **Authority.** DMDC has the power and authority to enter into and perform its obligations under this Agreement.
 - b. **Title to Purchased Assets.** DMDC has good and marketable title to the Premises, except as set forth in this Agreement. The Premises are subject to no mortgage, pledge, lien, encumbrances, security interest, or charge except as will be set forth on the title insurance commitment.
- 9. **Representations, Covenants and Warranties of City.** City represents, covenants, and warrants the following to be true:
 - a. **Status of City.** City is validly existing and in good standing under the laws of the State of Michigan.
 - b. **Authority.** City has the power and authority to enter into and perform City's obligation under this Agreement.
 - c. **Agreement to Move Yuba St. Farmers Market.** If closing on the purchase of the Premises takes place on or after March 1, 2014, City agrees to cease all Farmers' Market activities and operations at the Yuba St. location and move them to the Premises by May 1, 2015. If closing on the purchase of the Premises takes place before March 1, 2014, City agrees to cease all Farmers Market activities and operations at the Yuba St. location and move them to the Premises by May 1, 2014. It is understood this Agreement makes no restrictions or obligations regarding flea market activities at the Yuba St. site. City's obligations under this subparagraph are contingent upon DMDC having completed the improvements to the Premises in accordance with the site plans submitted to and approved by City.
 - d. **Post Office Claim.** The parties acknowledge there has been regular use of the Premises as parking by Post Office employees and that the current Post Master has suggested the City has an obligation to continue to provide parking to the Post Office on the Premises. City agrees it will not give exclusive parking rights to the Post Office, or any other party, on the Premises, it being understood that the parking on the Premises is to remain available for the general public and the vendors using the Farmers Market.
- 10. **Conditions Precedent.** This Agreement and all of the obligations of City under this Agreement are, at City's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:
 - a. **Representations and Warranties True at the Closing.** The representations, covenants, and warranties of ~~the~~ DMDC contained in this Agreement shall be true in all material respect at the time of the Closing.
 - b. **Performance.** The obligations, agreements, documents and conditions required to be signed and performed by DMDC shall have performed and complied with the same before or at the date of Closing.

- c. **Due Diligence Investigation.** City has not terminated this Agreement according to the provisions of paragraph 6.
- d. **Completion of Construction.** Prior to closing, DMDC shall complete the improvements to the Premises at its expense in accordance with the site plans submitted to and approved by City.

11. Default.

- a. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement and such default is not cured within 10 days after receipt of notice (other than City's failure to tender the purchase price in full at Closing, a default for which no notice is required), then DMDC may terminate this Agreement, in which event both parties will be released from any further liability under this Agreement, or DMDC may pursue its legal and/or equitable remedies against City.
- b. **By DMDC.** In the event DMDC fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within 10 days after receipt of notice, then City may either terminate this Agreement, in which event both parties will be released from any further liability under this Agreement, or City may pursue its legal and/or equitable remedies against DMDC.

12. **Real Estate Commission.** City and DMDC both acknowledge and agree that neither has dealt with any real estate agents, brokers or salespersons regarding this sale, and that no agent, brokers or salesperson or other party is entitled to a real estate commission upon the closing of this sale. City and DMDC both agree to indemnify and hold the other harmless from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for a real estate commission arising from actions taken by the other party.

13. Closing.

- a. **Date of Closing.** Unless the parties otherwise mutually agree, the closing shall be held at such time as the Farmers' Market construction is completed on the Premises. The closing shall be held at Transnation Title Company.
- b. **Costs.** The costs associated with this Agreement and the closing shall be paid as follows:
 - i. DMDC shall pay the premium for the owner's policy of title insurance.
 - ii. DMDC shall be responsible to pay the fee for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement.
 - iii. City shall pay for the cost of recording the warranty deed.

- iv. DMDC shall pay the cost of closing.
 - v. City shall pay the cost for revenue stamps.
 - c. **Deliveries.** At closing, DMDC shall deliver at its sole cost and expense the following documents in a form reasonably satisfactory to City:
 - i. The executed warranty deed to the Premises.
 - ii. Such other documents as may be reasonably required by City or the title company to effectuate the transaction contemplated by this Agreement.
- 14. **Possession.** Possession of the Premises is to be delivered to City by DMDC at Closing. No property restrictions or requirements that are not already included in this Agreement will be passed on to the City with the property.
- 15. **Risk of Loss.** Until the time of closing, risk of loss because of the damage to or destruction of any improvements located on the Premises shall be solely that of DMDC, except to the extent that City caused the damage or destruction. Excluding damage caused by City, in the event the improvements located on the Premises are damaged prior to the date of closing, and are not repaired by DMDC prior to closing, City may elect to continue this Agreement in which even DMDC shall assign to City any insurance proceeds to be received by DMDC because of said damage or other destruction.
- 16. **Notice.** All notices and other deliveries required under this Agreement shall be made and given to the appropriate party, or the office of the party, at the address set forth above or at such other address as may hereafter be specified by such parties by written notice from time to time. Notices shall be effective on the date of receipt, if given by hand, express delivery or recognized courier service. Notices given by certified mail shall be deemed effective three business days after the date of deposit in an authorized postal facility, as shown by its receipt for certified mail. Either party may designate a telephone number to be used for fax notices to such party, in which event any notice transmitted to such number shall be effective on the date shown in the printed confirmation of such transmission, free of error, generated by the sender's machine.
- 17. **Miscellaneous.**
 - a. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.
 - b. **Entire Agreement.** This Agreement shall constitute the entire agreement, and shall supersede any other agreements, written or oral, that may have been made or entered into, by and between the parties with respect to the subject matter of this Agreement and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.

- c. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective legal representatives, permitted successors and assigns.
- d. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties.
- e. **Non-Waiver.** No waiver by a party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.
- f. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.
- g. **Assignment or Delegation.** Except as otherwise specifically set forth in this Agreement, City shall not assign all or any portion of their rights and obligations contained in this Agreement without the express prior written approval of DMDC, which approval may be withheld in DMDC's sole discretion.
- h. **Venue.** The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.
- i. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for in this Agreement shall survive the closing date and continue in full force and effect after the consummation of this purchase and sale and continue until all liabilities of City have been fully satisfied.

This Agreement is executed effective as of the date set forth above.

**DMDC- Downtown Muskegon
Development Corporation**

City- City of Muskegon

By: _____
Name: Charles E. Johnson II
Title: President

By: _____
Name: Stephen J. Gawron
Title: Mayor

Attest:

Attest:

Name:
Title:

Name: Ann Marie Cummings
Title: Clerk

Exhibit A
Legal Description

Unit 6, 7, 8 and 9 Downtown Muskegon Development Center No. 2, a site condominium, according to the Master Deed recorded June 9, 2006, in Liber 3703, Page 106, as amended, in the office of the Muskegon County Register of Deeds, and designated as Muskegon County Condominium Subdivision Plan No. 162, together with rights in general common elements and limited common elements as set forth in said Master Deed, and amendments thereto, and as described in Act 59 of the Public Acts of 1978, as amended.

k:\downtown\farmers market\sale of lots to city\9195178_2 farmers_ market purchase agreement draft#4 (2).docx

Date: May 23, 2013

To: Honorable Mayor and City Commissioners

From: Public Safety Director, Jeffrey A. Lewis

RE: Fireworks Ordinance Amendment

SUMMARY OF REQUEST:

It is requested the City Commission approve the attached Ordinance Amendment which provides for the regulation of the ignition, discharge and use of consumer fireworks, as allowed under the Michigan Fireworks Safety Act.

The ordinance specifically limits the days and hours Consumer fireworks may be ignited, discharged or used in the City. The ordinance prohibits the use of fireworks while under the influence of alcohol or drugs. The Public Safety Office wants to ensure no person shall recklessly endanger the life, health, safety, or well-being of any person by the ignition, discharge, or use of consumer fireworks.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the Ordinance as presented.

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

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 54, Offenses and Miscellaneous Provisions, Code of Ordinances of the City of Muskegon is amended to include the following new Article VIII concerning fireworks.

Article VIII. Fireworks.

Sec. 54-301. Purpose of article.

The purpose of this article is to provide for the regulation of the ignition, discharge and use of consumer fireworks, as allowed under the Michigan Fireworks Safety Act, MCL § 28.451 et.seq., as amended.

Sec. 54-302. Definitions.

“Act 256” means the Michigan Fireworks Safety Act, Act 256 of the Public Acts of Michigan of 2011, being MCL § 28.451, et. seq., as amended.

“Consumer fireworks” means that term as defined in Act 256.

“Firework” or “fireworks” means that term as defined in Act 256.

Sec. 54-303. Use of consumer fireworks prohibited.

Consumer fireworks may be ignited, discharged or used in the City only on the day proceeding, the day of, or the day after a national holiday, except for between the hours of 1a.m. and 8 a.m. when prohibited, as provided for in Act 256. No person shall ignite, discharge or use consumer fireworks in the City on any other day of the year at any time.

Sec. 54-304.Safety.

No person shall recklessly endanger the life, health, safety, or well-being of any person by the ignition, discharge, or use of consumer fireworks.

Sec. 54-305. Use of alcohol or controlled substances and fireworks prohibited.

No person shall discharge, ignite or use fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination of alcoholic liquor and a controlled substance, consistent with Act 256.

Sec. 54-306. Penalty.

Any person violating the provisions of this Chapter shall be responsible for a civil infraction and fined up to \$500.00.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Cummings, MMC, Its 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 , 2013, 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: , 2013

Ann Cummings, 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 _____, 2013, the City Commission of the City of Muskegon adopted an amendment to Chapter 54, Offenses and Miscellaneous Provisions, whereby Article VIII was added.

1. Section 54-301 indicates the purpose of the ordinance is to regulate the ignition, discharge and use of consumer fireworks.
2. Section 54-302 provides definitions of terms used within the ordinance, all of which are consistent with definitions within the Michigan Fireworks Safety Act, Act 256 of the Public Acts of Michigan of 2011, being MCL § 28.451, et. seq., as amended.
3. Section 54-303 indicates that consumer fireworks may be ignited, discharged or used in the City only on the day proceeding, the day of, or the day after a national holiday, except for between the hours of 1a.m. and 8 a.m. when prohibited, and that no person shall ignite, discharge or use consumer fireworks in the City on any other day of the year at any time.
4. Section 54-304 indicates that no person shall recklessly endanger the life, health, safety, or well-being of any person by the ignition, discharge, or use of consumer fireworks.
5. Section 54-305 indicates that no person shall discharge, ignite or use fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination of alcoholic liquor and a controlled substance.
6. Section 54-306 indicates that any person violating the provisions of this Chapter shall be responsible for a civil infraction and fined up to \$500.00.

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: _____, 2013 By: _____
Ann Cummings, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

Date: August 13, 2013
To: Honorable Mayor and City Commissioners
From: DPW
RE: Presentation of Veterans' Memorial Park

SUMMARY OF REQUEST:

Allow staff and the engineer to make a required public presentation on the proposed improvements to the Veteran's Park. The City of Muskegon, in cooperation with MDOT, the City of North Muskegon, Muskegon County, the Lions of Michigan, and local veterans groups, is undertaking the design and construction of improvements to the Veterans' Memorial Causeway Park to improve barrier-free accessibility. Since the project is within a publicly owned park, public informational meetings are required by MDOT to be held to allow for public comment.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Allow the presentation and greet any and all comments offered by the public at the meeting.

COMMITTEE RECOMMENDATION:

Date: August 13, 2013
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
**RE: Designation of Voting Delegates for the Michigan
Municipal League Annual Business Meeting**

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.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.



michigan municipal league

Better Communities. Better Michigan.

August 1, 2013

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Annual Convention of the Michigan Municipal League will be held in Detroit, September 17-20, 2013. The "Annual Meeting" is scheduled for 4:00 pm on Wednesday, September 18 in the Richard Room at the Detroit Marriott at the Renaissance Center. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) To vote on the Core Legislative Principles document.
In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Susan Vasher at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)
In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by August 16, 2013.
3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your 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. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than September 6, 2013.

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus the deadline this year for the League to receive resolutions is **August 16, 2013**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

Further, "Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof."

3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the annual meeting.

The Board of Trustees will meet on Wednesday, September 18 at the Detroit Marriott at the Renaissance Center for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



David Lossing
President
Mayor of Linden



Daniel P. Gilmartin
Executive Director & CEO

Enc.