

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

**AUGUST 9, 2005**

**CITY COMMISSION CHAMBERS @ 5:30 P.M.**

### **AGENDA**

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
  - A. Declaring October as "Internet Safety Awareness Month."
- ❑ INTRODUCTIONS/PRESENTATION:
  - A. 2005 1<sup>st</sup> Quarter Suggestion Award Winner. CIVIL SERVICE
- ❑ CONSENT AGENDA:
  - A. Approval of Minutes. CITY CLERK
  - B. Approval of a Neighborhood Enterprise Zone Certificate for 1397 6<sup>th</sup> Street. PLANNING & ECONOMIC DEVELOPMENT
  - C. Approval of a Neighborhood Enterprise Zone Certificate for 1173 4<sup>th</sup> Street. PLANNING & ECONOMIC DEVELOPMENT
  - D. Sale of Buildable Vacant Lot at 363 Merrill Avenue. PLANNING & ECONOMIC DEVELOPMENT
  - E. Approval of 2005 - 2006 Subrecipient and Community Housing Development Organization (CHDO) Agreements. COMMUNITY & NEIGHBORHOOD SERVICES
  - F. MML - Annual Membership Dues (7/1/05 - 6/30/06). CITY MANAGER
  - G. Construction of Improvements - Great Lakes Naval Memorial and Museum. CITY MANAGER
  - H. Request to Approve Contract for Demolition of 337 W. Grand. PUBLIC SAFETY
- ❑ PUBLIC HEARINGS:

☐ **COMMUNICATIONS:**

☐ **CITY MANAGER'S REPORT:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Construction Contract for the Former Mall Area Project. ENGINEERING

B. Michigan Main Street/Community Requirements and Expectations Agreement. PLANNING & ECONOMIC DEVELOPMENT

C. Amendment to Notice of Intent Resolution. FINANCE

D. Extension of Contract to Market Seaway Industrial Park. PLANNING & ECONOMIC DEVELOPMENT

E. Directional Signage. PLANNING & ECONOMIC DEVELOPMENT

☐ **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.)

☐ **ADJOURNMENT:**

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

**CITY OF MUSKEGON**

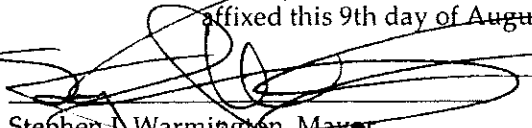
*State of Michigan*

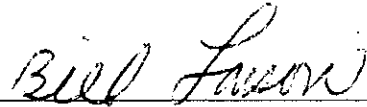
***Certificate of Proclamation***

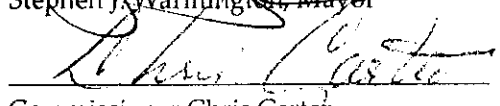
- WHEREAS,** The Internet Safety Community Action Team made up of community partners and many local organizations who care about the safety of our children, request October be designated as "Internet Safety Awareness Month"; and
- WHEREAS,** over 49 million children in our country, ranging from 5 to 17 years in age regularly use the internet, and
- WHEREAS,** surveys conducted by i-SAFE America Inc of 55,000 children state that 55% have given out personal information over the internet, 31% have chatted or used instant messaging with someone they have not met "face to face" and that 13% are willing to meet with one of these people "face to face", and that 8% have been asked to keep their friendship a secret; and
- WHEREAS,** other recent studies show that 1 in 5 children under age 17 have been propositioned for sex online and 1 in 33 have received an aggressive solicitation to meet their "cyber friend" somewhere in person; and
- WHEREAS,** The FBI states that online sexual exploitation of children and child pornography is one of the most significant crime problems it faces today; and
- WHEREAS,** the Internet Safety Community Action Team has planned awareness activities on October 6, 2005 to help our citizens seek out strategies and proactive means to protect their children and teens from becoming victims.

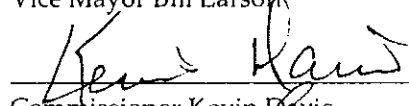
**NOW THEREFORE,** I Stephen J. Warmington, by virtue of the authority vested in me as Mayor and speaking on behalf of the entire City Commission and all our citizens recognize the escalating problem of online predators, and hereby proclaim October to be "Internet Safety Awareness Month" and encourage all who utilize the internet, especially those in the care of children to locate the family computer in an area that is easily observed, educate their children of the dangers of the internet and that any suspicious or dangerous online contact be reported to law enforcement authorities immediately.

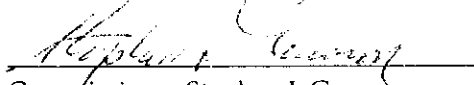
**IN WITNESS WHEREOF,** I have hereunto set my hand and cause the seal of the City of Muskegon to be affixed this 9th day of August, 2005.

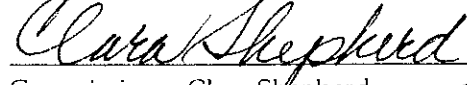
  
Stephen J. Warmington, Mayor

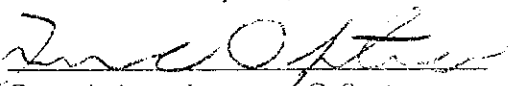
  
Vice Mayor Bill Larson

  
Commissioner Chris Carter

  
Commissioner Kevin Davis

  
Commissioner Stephen J. Gawron

  
Commissioner Clara Shepherd

  
Commissioner Lawrence O. Spataro



## **CITY COMMISSION MEETING**

**August 9, 2005**

**TO: Honorable Mayor and City Commissioners**  
**FROM: Karen Scholle, Civil Service Personnel Director**  
**DATE: July 27, 2005**  
**RE: 2005 1st Quarter Suggestion Award Winner**

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### **SUMMARY OF REQUEST:**

The Employee Suggestion Award Committee requests that the 2005 1st quarter award go to Cemetery & Forestry Supervisor Larry DeCou for his proposal to enter into a contract with Wilbert Burial Vault Company to perform the funeral service portion of burials at the city-owned cemeteries.

### **FINANCIAL IMPACT:**

Estimated annual savings of \$50,000 due elimination of one Cemetery employee, plus the deletion of \$10,000 equipment expense. As a result of the contract with Wilbert, the current equipment on hand for funeral services can now be sold.

### **BUDGET ACTION REQUIRED:**

None.

(Contract awarded to Wilbert Burial at Financial resources at 12/14/04 City Commission meeting; allowance for \$250 award of Muskegon Area Chamber of Commerce gift certificates previously allocated in the 2005 budget.)

### **COMMITTEE RECOMMENDATION:**

The committee recommends honoring Cemetery & Forestry Supervisor Larry DeCou with the 2005 1st quarter Employee Suggestion Award.

(Incidentally, Larry DeCou is the sole supervisor who continually challenges himself to come up with efficiency ideas for the City and submit them through the employee suggestion system.)

### **STAFF RECOMMENDATION:**

Staff supports the committee recommendation and requests approval of this award.

**Date:** August 9, 2005  
**To:** Honorable Mayor and City Commissioners  
**From:** Gail A. Kunding, City Clerk  
**RE:** Approval of Minutes

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SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, July 26, 2005.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

**AUGUST 9, 2005**

**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, August 9, 2005.

Mayor Warmington opened the meeting with a prayer from Pastor Penny Johnson from Oak-Crest Church of God after which the Commission and public recited the Pledge of Allegiance to the Flag.

#### **ROLL CALL FOR THE REGULAR COMMISSION MEETING:**

Present: Mayor Stephen Warmington, Vice Mayor Bill Larson, Commissioner Chris Carter, Kevin Davis, Stephen Gawron, Clara Shepherd, and Lawrence Spataro, City Manager Bryon Mazade, City Attorney John Schrier, and Deputy City Clerk Linda Potter.

#### **2005-71 HONORS AND AWARDS:**

##### **A. Declaring October as "Internet Safety Awareness Month."**

Denny Powers, Police Community Coordinator for the City of Muskegon presented Kristin Tank, Chairperson of the Muskegon County Internet Safety Action Committee and members with a resolution declaring October as "Internet Safety Awareness Month."

#### **2005-72 INTRODUCTIONS/PRESENTATION:**

##### **A. 2005 1<sup>st</sup> Quarter Suggestion Award Winner.** CIVIL SERVICE

SUMMARY OF REQUEST: The Employee Suggestion Award Committee requests that the 2005 1<sup>st</sup> quarter award go to Cemetery & Forestry Supervisor Larry DeCou for his proposal to enter into a contract with Wilbert Burial Vault Company to perform the funeral service portion of burials at the city-owned cemeteries.

FINANCIAL IMPACT: Estimated annual savings of \$50,000 due elimination of one Cemetery employee, plus the deletion of \$10,000 equipment expense. As a result of the contract with Wilbert, the current equipment on hand for funeral services can now be sold.

BUDGET ACTION REQUIRED: None. Contract awarded to Wilbert Burial at Financial resources at 12/14/04 City Commission meeting; allowance for \$250 award of Muskegon Area Chamber of Commerce gift certificates previously allocated in the 2005 budget.

STAFF RECOMMENDATION: Staff supports the committee recommendation and requests approval of this award.

COMMITTEE RECOMMENDATION: The committee recommends honoring Cemetery & Forestry Supervisor Larry DeCou with the 2005 1<sup>st</sup> quarter Employee Suggestion Award.

Commissioner Spataro presented the award to Larry DeCou.

### **2005-73 CONSENT AGENDA:**

#### **A. Approval of Minutes. CITY CLERK**

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, July 26, 2005.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

#### **B. Approval of a Neighborhood Enterprise Zone Certificate for 1397 6<sup>th</sup> Street. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: An application for a Neighborhood Enterprise Zone certification has been received from James Lawrence to rehabilitate a home in the Nelson neighborhood at 1397 6<sup>th</sup> Street. The home is located in a Neighborhood Enterprise Zone. The application states that the estimated cost for rehabilitation will be \$10,605. The roof will be replaced and new vinyl siding will be installed. The applicant has met local and state requirements for the issuance of the Neighborhood Enterprise Zone 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 6 years.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the issuance of the NEZ certificate.

#### **C. Approval of a Neighborhood Enterprise Zone Certificate for 1173 4<sup>th</sup> Street. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Ricky and Rebekah Mosqueda-Enders II to rehabilitate a home in the Nelson neighborhood at 1173 4<sup>th</sup> Street. The

home is located in a Neighborhood Enterprise Zone. The application states that the estimated cost for rehabilitation will be \$56,108 for the replacement of all windows, installation of vinyl siding, chimney repair, structural reinforcement, replacement of missing balusters on the 2<sup>nd</sup> floor, and many updates to the interior of the home. 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: Approve issuance of the NEZ certificate.

**D. Sale of Buildable Vacant Lot at 363 Merrill Avenue.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant buildable lot at 363 Merrill Avenue (Parcel #24-205-389-0002-00) to Carlos Martinez, 369 Merrill Avenue, Muskegon, MI. The lot is 66 X 132 ft. and is being offered to Carlos Martinez for \$1,000 plus the fee to register the deed. Carlos Martinez will be combining this property with his existing property, which would be considered unbuildable should his home be destroyed over 50%. His property is 33 x 132 ft. He would like to fence the property and add a slider with a deck. The True Cash Value (TCV) for the property listed in the Assessor's office is \$10,000, and our price is set at \$7,500 which is 75% of that amount. The City has owned the property since 1992 and there have been no inquiries for potential construction. The Land Reutilization Committee is recommending approval of the sale at lesser price due to the size of Carlos Martinez's current property, and the True Cash Value of this property seemed a little higher than other areas for the same size property. The Land Reutilization Committee looked at the values of other properties in the City, there has been a lot of new construction in the areas of Jackson Hill and Marquette neighborhoods and the values of the same size property or larger had a True Cash Value less than the properties in Nelson Neighborhood. Staff also sent a letter to the other adjacent property owner offering to sell half of the property to them, no interest was shown.

FINANCIAL IMPACT: The sale of this lot to the adjacent property owner will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and to authorize both the Mayor and the Clerk to sign the resolution and deed.

**E. Approval of 2005 - 2006 Subrecipient and Community Housing**



**Development Organization (CHDO) Agreements.** COMMUNITY &  
NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To direct the Mayor and City Clerk to sign all of the 2005-2006 approved agreements for the City's subrecipients and CHDO's. The City Commission approved the funding for each of the nonprofits last spring during the City's Consolidated Planning process.

- |    |                         |         |
|----|-------------------------|---------|
| 1. | West Michigan Veteran's | \$5,000 |
| 2. | HealthCare Project      | \$5,000 |
| 3. | American Red Cross      | \$5,000 |

Also to have the Community Housing Development Organization agreements signed by the following agencies.

- |    |                                     |          |
|----|-------------------------------------|----------|
| 1. | Neighborhood Investment Corporation | \$70,000 |
| 2. | Habitat for Humanity                | \$35,000 |

After the Mayor and Clerk sign the contract, the CNS office will retain one copy for our files and a copy will be supplied to the appropriate nonprofit for their records.

FINANCIAL IMPACT: Funding will be allocated from the 2005-2006 CDBG and HOME programs.

BUDGET ACTION REQUIRED: None. The City Commission made budgeting allocation decision last spring.

STAFF RECOMMENDATION: To direct Mayor and Clerk to sign agreements.

**F. MML - Annual Membership Dues (7/1/05 - 6/30/06).** CITY MANAGER

SUMMARY OF REQUEST: To obtain permission from the City Commission, in accordance with the Purchasing Policies and Procedures, to pay the MML Annual Membership Dues for July 1, 2005, through June 30, 2006.

FINANCIAL IMPACT:

|                                   |               |
|-----------------------------------|---------------|
| MML Membership Dues:              | \$7,371       |
| Environmental Affairs Assessment: | \$ 885        |
| Legal Defense Fund:               | <u>\$ 737</u> |
| Total:                            | \$8,993       |

BUDGET ACTION REQUIRED: None. Cost applied to proper budget line items.

STAFF RECOMMENDATION: Approval.

**Motion by Commissioner Spataro, second by Commissioner Carter to approve the Consent Agenda as read with the exception of items G and H.**

**ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson**

Nays: None

**MOTION PASSES**

**2005-74 ITEMS REMOVED FROM THE CONSENT AGENDA:**

**G. Construction of Improvements - Great Lakes Naval Memorial and Museum. CITY MANAGER**

SUMMARY OF REQUEST: To approve a request from the Great Lakes Naval Memorial and Museum to construct a retaining wall and picnic pavilion on the property leased from the City. The lease requires that any improvements be approved by the City.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request.

**Motion by Commissioner Davis, second by Vice Mayor Larson to approve the construction improvements for the Great Lakes Naval Memorial and Museum with the height of the retaining wall being no more than 48".**

**ROLL VOTE: Ayes: Warmington, Carter, Davis, Gawron, Larson, Shepherd, and Spataro**

Nays: None

**MOTION PASSES**

**H. Request to Approve Contract for Demolition of 337 W. Grand. PUBLIC SAFETY**

SUMMARY OF REQUEST: The City owned property located at 373 W. Grand has been declared dangerous, substandard, and a public nuisance. Bids were solicited for the demolition of said property. The only bid was received from Press's LLC, 8081 Holton Duck Lake Road. Holton, MI 49425 for \$3,600.

FINANCIAL IMPACT: Funds for this demolition would be available through the Community Development Block Grant.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

**Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the contract for demolition of 337 W. Grand with Press's LLC.**

**ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, and Carter**

Nays: Davis

**MOTION PASSES**

**2005-75 NEW BUSINESS:**

**A. Construction Contract for the Former Mall Area Project. ENGINEERING**

SUMMARY OF REQUEST: As a result of staff's negotiations with Milbocker and Sons please consider the following options (the original bid was \$2,538,989.05; with the snowmelt removed it is \$1,764,763.95):

1. An additional \$15,000 reduction with a completion date for the entire project in 2005.
2. An additional \$28,000 reduction if the project completion was extended to 2006 with some concrete work being completed in 2005.
3. An additional \$43,000 reduction if the project completion date was extended to 2006 with all of the concrete work done in 2006.
4. Reject all bids, re-bid and award project in 2005 with start and completion dates in 2006.

The first three options include minority participation and a commitment from the president of the company to volunteer (4) four hours a month for at least (6) six months to train minority contractors on biddings and other related issues. The third option calls for a minority concrete contractor (Martin J Concrete) who would not be available until 2006 but also has not done much concrete work similar to that called for on this project.

The additional savings referenced above are in addition to savings resulting from eliminating the snowmelt system. Should you choose any of the first three options, it is respectfully requested that a contract be awarded to Milbocker and Sons.

FINANCIAL IMPACT: Depends on the option selected.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: City staff and the DMDC (Downtown Muskegon Development Corporation) will present a recommendation at the time of the meeting.

**Motion by Commissioner Spataro, second by Commissioner Gawron to approve the construction contract for the former mall area project using option #3 to Milbocker and Sons.**

**MOTION AND SECOND WITHDRAWN**

**Motion by Commissioner Carter, second by Vice Mayor Larson to approve option #3 as a provision of the contract.**

**ROLL VOTE: Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis, and Gawron**

**Nays: None**

**MOTION PASSES**

**B. Michigan Main Street/Community Requirements and Expectations Agreement.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The Michigan Economic Development Corporation (MEDC) requires that the local community (i.e., City of Muskegon) enter into an agreement with the local Main Street Board and MEDC. The agreement outlines the support to be provided. There is no financial obligation by the City of Muskegon to support the program. The commitments relate to cooperation and support. If, for some reason, the agreement is not adhered to, the only repercussion is that the agreement would be null and void.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the agreement and authorize the City Manager to sign.

**Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the Michigan Main Street/Community Requirements and Expectations Agreement.**

**ROLL VOTE: Ayes: Spataro, Warmington, Carter, Davis, Gawron, Larson, and Shepherd**

**Nays: None**

**MOTION PASSES**

**C. Amendment to Notice of Intent Resolution.** FINANCE

SUMMARY OF REQUEST: Previously the City Commission approved a notice of intent resolution for up to \$7.5 million bonds to be used for a new central fire station and certain recreation projects. Staff is still refining the size and details of this bond issue, however, it is clear that one of the main components originally contemplated (second ice sheet) is not financially feasible. The purpose of this amendment is to add language to the notice of intent to provide flexibility to allow proceeds from this bond issue to also be used for water system improvements, in the event this becomes necessary. It appears that final filtration plan improvement project costs will be higher than originally anticipated. If cash generated from the new water rates and summer usage will be adequate to cover the additional filtration plant project costs, it will not be necessary to borrow for this purpose. Any amounts that are borrowed for water improvements would, of course, be repaid from the water fund.

FINANCIAL IMPACT: The immediate cost associated with this action is the cost of re-publication in the *Chronicle*.

BUDGET ACTION REQUIRED: None at this time. The cost of the newspaper publication can be covered within the current budget. Once bonds are sold, debt service will be budgeted over the life of the bonds (20 years).

STAFF RECOMMENDATION: Approval of the resolution.

**Motion by Vice Mayor Larson, second by Commissioner Gawron to approve the amendment to the Notice of Intent Resolution.**

**ROLL VOTE: Ayes: Carter, Davis, Gawron, Larson, Shepherd, Spataro, and Warmington**

**Nays: None**

**MOTION PASSES**

**D. Extension of Contract to Market Seaway Industrial Park. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: In 2004 C & A Commercial Real Estate was selected as the company to market Seaway Industrial Park properties, as well as one property located on Getty Street. A nine-month real estate agreement was originally signed by the Mayor with a six-month extension signed by the City Manager in December 2004. Staff feels that Commission should review the performance of C & A Commercial Real Estate in order to determine if there should be another extension of the agreement for a six-month time period.

FINANCIAL IMPACT: The continued timely sale and development of these properties will bring more jobs to Muskegon in the near future, thus additional income tax being generated.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and authorize the Mayor and Clerk to sign the said resolution.

**Motion by Commissioner Gawron, second by Commissioner Spataro to approve the resolution extending the contract to market Seaway Industrial Park for six months.**

**ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis**

**Nays: None**

**MOTION PASSES**

**E. Directional Signage. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: To approve the location of directional signage in Muskegon and allow the signs to be placed in City right-of-way, with the conditions outlined in the correspondence from Cindy Larsen, Chamber of Commerce President.

FINANCIAL IMPACT: The Chamber will be providing the signs with an additional amount of funding for future maintenance of the signs.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the location of the signs and accept the signs and maintenance funding from the Chamber of Commerce.

**Motion by Commissioner Gawron, second by Commissioner Carter to approve the location of the signs and accept the signs and maintenance funding from the Chamber of Commerce.**

**ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson**

**Nays: None**

**MOTION PASSES**

**PUBLIC PARTICIPATION:** Various comments were heard

**2005-76 CLOSED SESSION:** To discuss collective bargaining.

**Motion by Commissioner Carter, second by Vice Mayor Larson to go into Closed Session at 6:27 p.m. to discuss collective bargaining.**

**ROLL VOTE: Ayes: Warmington, Carter, Davis, Gawron, Larson, Shepherd, and Spataro**

**Nays: None**

**MOTION PASSES**

**Motion by Commissioner Shepherd, second by Commissioner Gawron to come out of Closed Session at 6:47 p.m.**

**ROLL VOTE: Ayes: Davis, Gawron, Larson, Shepherd, Spataro, Warmington, and Carter**

**Nays: None**

**MOTION PASSES**

**ADJOURNMENT:** The City Commission Meeting adjourned at 6:48 p.m.

Respectfully submitted,



Gail A. Kunding, MMC  
City Clerk

**AGENDA ITEM No. \_\_\_\_\_**

**MUSKEGON CITY COMMISSION – August 9, 2005**

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**TO:** Honorable Mayor & City Commissioners

**FROM:** Planning Department *UBC*

**DATE:** June 25, 2005

**SUBJECT:** Approval of a Neighborhood Enterprise Zone Certificate

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**SUMMARY OF REQUEST**

An application for a Neighborhood Enterprise Zone certificate has been received from James Lawrence to rehabilitate a home in the Nelson neighborhood at 1397 6<sup>th</sup> Street. The home is located in a Neighborhood Enterprise Zone. The application states that the estimated cost for rehabilitation will be \$10,605. The roof will be replaced and new vinyl siding will be installed. The applicant has met local and state requirements for the issuance of the Neighborhood Enterprise Zone 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 6 years.

**BUDGET ACTION REQUIRED**

None.

**STAFF RECOMMENDATION**

Approve issuance of the NEZ certificate.

**COMMITTEE RECOMMENDATION**

None.

**Resolution No. 2005-73(b)**

**MUSKEGON CITY COMMISSION**

**RESOLUTION TO APPROVE THE ISSUANCE  
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by James Lawrence to rehabilitate a home at 1397 6<sup>th</sup> Street in the Nelson neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the Neighborhood Enterprise Zone Certificate will be good for 6 years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the rehabilitation of a home by James Lawrence be approved.

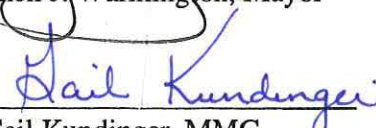
Adopted this, 9<sup>th</sup> day of August, 2005.

**Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson**

**Nays: None**

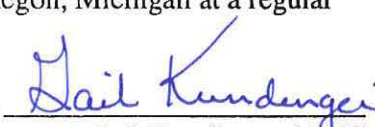
**Absent: None**

By:   
Stephen J. Warmington, Mayor

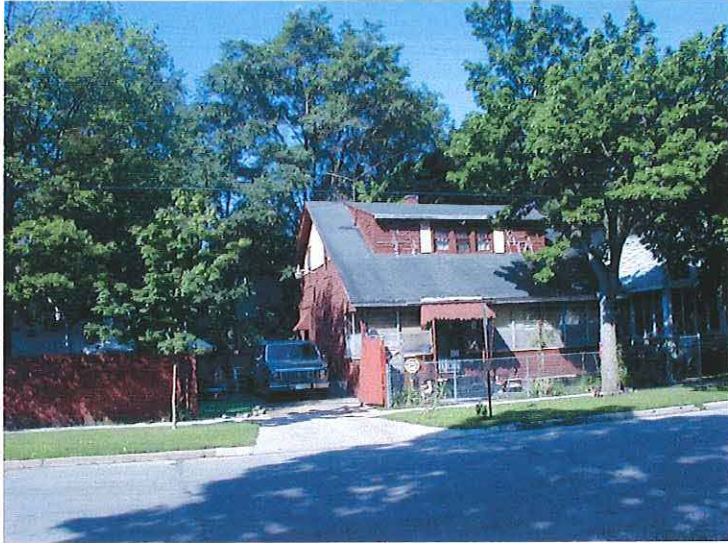
Attest:   
Gail Kunderinger, MMC  
City Clerk

**CERTIFICATION**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on August 9, 2005.

By:   
Gail Kunderinger, MMC  
City Clerk







## NEZ Certificate for 1397 6th Street



## Application for Neighborhood Enterprise Zone Certificate

Issued under authority of P.A. 147 of 1992, as amended.

**INSTRUCTIONS:** Read this form before completing application. This application must be filed prior to building permit issuance and start of construction. File initially one original and two copies of this form. File all additional required attachments (three complete sets) when completed with the clerk of the local government unit.

|                                                          |                    |                               |                 |
|----------------------------------------------------------|--------------------|-------------------------------|-----------------|
| <b>To be Completed by Clerk of Local Government Unit</b> |                    | City or Township Name         | Local Unit Code |
| Signature                                                |                    | Address of Clerk              |                 |
| Date Received<br><b>7-21-05</b>                          | Application Number | State Tax Commission Use Only |                 |

**Applicant, Do Not Write Above This Line. Begin Entries at 1 Below.**

|                                                                                                                                                                                                                                 |                                                                                     |                                                                                                                                                                                      |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1. Applicant Name<br><b>James Lawrence</b>                                                                                                                                                                                      |                                                                                     |                                                                                                                                                                                      |             |
| 2. Location of Facility (No. and Street, City, State, ZIP)<br><b>1397 6th Street, Muskegon MI 49441</b>                                                                                                                         |                                                                                     | 3. County<br><b>Muskegon</b>                                                                                                                                                         | School Code |
| 4. Applicant's Mailing Address (No. and Street, City, State, ZIP)<br><b>same</b>                                                                                                                                                |                                                                                     | 5. School District<br><b>Muskegon</b>                                                                                                                                                |             |
| 6. Type of Approval Required<br><input type="checkbox"/> New Facility <input checked="" type="checkbox"/> Rehabilitation                                                                                                        |                                                                                     | 7. How Many Years Approval Requested<br><b>6</b>                                                                                                                                     |             |
| 8. Is Building Owned or Rented by the Occupant?<br><input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented                                                                                                    |                                                                                     | 9. Type of Property<br><input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Apartment - Number of Units <input type="checkbox"/> Condo |             |
| 10. Name of Governing Body That Established District<br><b>City of Muskegon</b>                                                                                                                                                 |                                                                                     | 11. Name and Number Assigned to Neighborhood Enterprise Zone                                                                                                                         |             |
| 13. Was the Work Completed by<br><input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____                                                                                                   |                                                                                     | 12. Date District Established                                                                                                                                                        |             |
| 14. Total Project Cost<br><input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated                                                                                                                         |                                                                                     | 15. Investment Cost (Breakdown in #17)<br><b>\$ 10,605 -</b>                                                                                                                         |             |
| 16. Timetable for Undertaking and Completing the Rehabilitation or Construction of the Facility<br><b>August 2005, begin and finish</b>                                                                                         |                                                                                     |                                                                                                                                                                                      |             |
| 17. Describe the General Nature and Extent of the Rehabilitation or New Construction to be Undertaken and Breakdown of Investment Cost (use attachments if necessary)<br><b>new roof - \$3675<br/>new vinyl siding - \$6930</b> |                                                                                     |                                                                                                                                                                                      |             |
| 18. Rehabilitation Applicants Only: Attach Assessor's Statement (See required attachment number 5 below)                                                                                                                        |                                                                                     | 18a. Taxable Value of Real Property<br><b>\$</b>                                                                                                                                     |             |
| 19. Who should be contacted if more information is required to act on this application?                                                                                                                                         | Name<br><b>Jessica Elsey - Neighborhood Investment</b>                              |                                                                                                                                                                                      |             |
|                                                                                                                                                                                                                                 | Address (No. and Street, City, State, ZIP)<br><b>1115 3rd St. Muskegon MI 49441</b> |                                                                                                                                                                                      |             |
|                                                                                                                                                                                                                                 | Title<br><b>722-0809 (231)</b>                                                      |                                                                                                                                                                                      |             |

### Required Attachments to Provide when Project is Complete:

1. Legal description of the real property with parcel code number of the property.
2. Proof of date of commencement of construction.
3. Certificate of occupancy.
4. Resolution approving the application.

### IN ADDITION TO 1 - 4 SUBMIT 5 and 6 FOR REHABILITATION APPLICATIONS ONLY.

5. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.
6. Certification by the local building official, certifying that the building meets minimum building codes for the local unit. A rehabilitation certificate will not be issued until this certification is filed with the State of Michigan.

**APPLICANT'S CERTIFICATION**

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

It is further certified that the undersigned is familiar with the provision of P.A. 147 of 1992, being Sections 207.771 to 207.787, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, he/she has complied or will comply with all of the requirements thereof which are necessary to the issuance of a Neighborhood Enterprise Zone Certificate.

|                                              |                        |
|----------------------------------------------|------------------------|
| Print Name of Owner<br><b>James Lawrence</b> | Title                  |
| Signature<br><b>James Lawrence</b>           | Date<br><b>7-21-05</b> |

**LOCAL GOVERNMENT ACTION**

|                                                |                                    |
|------------------------------------------------|------------------------------------|
| <input type="checkbox"/> APPROVED FOR 12 YEARS |                                    |
| Name of Local Government Unit                  | Date of Action on This Application |

Attached hereto is a copy of the resolution showing the action taken by the above-named local government unit on this application.

|                    |      |
|--------------------|------|
| Signature of Clerk | Date |
|--------------------|------|

**INSTRUCTIONS FOR THE LOCAL GOVERNMENT UNIT**

The local government unit must act, by resolution, on this application no more than 60 days after receiving it. The clerk shall forward the exemption application to the State Tax Commission immediately.

If an applicant is a builder/developer of this facility, a certificate will not be issued until a single family owner/occupant files an application and the additional required attachments.

If you have any questions, call (517) 373-0675 or (517) 373-3302.

Submit Completed Forms to:  
Property Tax Division  
Michigan Department of Treasury  
P.O. Box 30471  
Lansing, Michigan 48909-7971

**AGENDA ITEM No. \_\_\_\_\_**

**MUSKEGON CITY COMMISSION – August 9, 2005**

---

**TO:** Honorable Mayor & City Commissioners

**FROM:** Planning Department *CBC*

**DATE:** August 1, 2005

**SUBJECT:** Approval of a Neighborhood Enterprise Zone Certificate

---

**SUMMARY OF REQUEST**

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Ricky and Rebekah Mosqueda-Enders II to rehabilitate a home in the Nelson neighborhood at 1173 4<sup>th</sup> Street. The home is located in a Neighborhood Enterprise Zone. The application states that the estimated cost for rehabilitation will be \$56,108. The replacement of all windows, installation of vinyl siding, chimney repair, structural reinforcement, replace missing balusters on the 2<sup>nd</sup> floor, and many updates to the interior of the home. 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**

Approve issuance of the NEZ certificate.

**COMMITTEE RECOMMENDATION**

None.



**Resolution No. 2005-73(c)**

**MUSKEGON CITY COMMISSION**

**RESOLUTION TO APPROVE THE ISSUANCE  
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Ricky & Rebekah Mosqueda-Enders II to rehabilitate a home at 1173 4<sup>th</sup> Street in the Nelson neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the Neighborhood Enterprise Zone Certificate will be good for 12 years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the rehabilitation of a home by Ricky & Rebekah Mosqueda-Enders II be approved.

Adopted this, 9<sup>th</sup> day of August, 2005.

**Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson**

**Nays: None**

**Absent: None**

By: \_\_\_\_\_

Stephen J. Warmington, Mayor

Attest: \_\_\_\_\_

Gail Kundinger, MMC  
City Clerk

**CERTIFICATION**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on August 9, 2005.

By: \_\_\_\_\_

Gail Kundinger, MMC  
City Clerk

# NEZ Certificate - 1173 4th Street



| Grantor | Grantee | Sale Price | Sale Date | Inst Type | Terms of Sale | Liber &Page | Verified by | Prct Trans |
|---------|---------|------------|-----------|-----------|---------------|-------------|-------------|------------|
|         |         |            |           |           |               |             |             |            |
|         |         |            |           |           |               |             |             |            |
|         |         |            |           |           |               |             |             |            |

|                                        |                                    |              |                    |      |        |        |
|----------------------------------------|------------------------------------|--------------|--------------------|------|--------|--------|
| Property Address<br>1173 4TH ST        | Class: 401.Residential I           | Zoning: R-1  | Building Permit(s) | Date | Number | Amount |
| Owner's Name/Address<br>MILLS DANIEL B | School: MUSKEGON SCHOOLS           |              |                    |      |        |        |
| 1817 MILLS AVE<br>MUSKEGON MI 49445    | P.R.E. 100% 05/01/1996             | Hist.Dist: X |                    |      |        |        |
|                                        | Map #: 24-31-30-254-007            |              |                    |      |        |        |
|                                        | 2006 Est TCV 55,048 TCV/TFA: 24.31 |              |                    |      |        |        |

|                                                                                                                             |                                                                                                                                                                                                       |  |                                                                                                                                                                                                        |                                                            |  |  |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--|--|
| Legal Description<br>CITY OF MUSKEGON<br>REVISED PLAT OF 1903<br>LOT 1 EX NLY 38.5 FT BLK 368 ALSO<br>NLY 1/2 VAC ADJ ALLEY | X Improved                                                                                                                                                                                            |  | Vacant                                                                                                                                                                                                 | Land Value Estimates for Land Table R11..R11.04 NELSON RES |  |  |
| Comments/Influences<br>                     | Public Improvements                                                                                                                                                                                   |  | *Factors for*<br>Description Frontage Depth Frontage Depth Rate %Adj. Reason Value<br><Site Value B> TYPICAL 10000 100 10,000<br>66 Actual Front Feet, 0.14 Total Acres Total Est. Land Value = 10,000 |                                                            |  |  |
|                                                                                                                             | X Dirt Road<br>X Gravel Road<br>X Paved Road<br>X Storm Sewer<br>X Sidewalk<br>X Water<br>X Sewer<br>X Electric<br>X Gas<br>X Curb<br>X Street Lights<br>X Standard Utilities<br>X Underground Utils. |  | < Land Improvement Cost Estimates ><br>Description Rate CountyMult. Size %Good Cash Value<br>D/W/P: 3.5 Concrete 2.63 1.14 300 35 315<br>Total Estimated Land Improvements True Cash Value = 315       |                                                            |  |  |
|                                                                                                                             | Topography of Site                                                                                                                                                                                    |  |                                                                                                                                                                                                        |                                                            |  |  |
|                                                                                                                             | X Level<br>X Rolling<br>X Low<br>X High<br>X Landscaped<br>X Swamp<br>X Wooded<br>X Pond<br>X Waterfront<br>X Ravine<br>X Wetland<br>X Flood Plain                                                    |  |                                                                                                                                                                                                        |                                                            |  |  |
|                                                                                                                             | who When What<br>DVK 09/28/2001 DATA ENT                                                                                                                                                              |  |                                                                                                                                                                                                        |                                                            |  |  |

| Year | Land Value | Building Value | Assessed Value | Board of Review | Tribunal/Other | Taxable Value |
|------|------------|----------------|----------------|-----------------|----------------|---------------|
| 2006 |            |                |                |                 |                |               |
| 2005 | 5,000      | 21,100         | 26,100         |                 |                | 16,298C       |
| 2004 | 5,000      | 20,900         | 25,900         |                 |                | 15,932C       |
| 2003 | 5,000      | 21,200         | 26,200         |                 |                | 15,574C       |

The Equalizer. Copyright (c) 1999 - 2000.  
Licensed to: City of Muskegon, Muskegon County

\*\*\*Information herein deemed reliable but not guaranteed\*\*\*



\*\*\*Information herein deemed reliable but not guaranteed\*\*\*

**Rehab Specs for  
1173 4<sup>th</sup> St  
Muskegon, MI 49441**

**Exterior**

1. Solid vinyl triple three siding over tyvek and foam board. Wrap trim in aluminum. Follow contours of existing structure. Hand scrape and paint design features on columns, ballusters and gables. 14600
2. Replace 28 double hung vinyl windows, with at least 30 yr warranty. Maintain the same design elements and windows sizes with all replacements. 8400
3. Replace basement windows with block windows with vents. 800
4. Install new outside lockset on front door. 120
5. Scrape and paint front door, remove pet door. 350
6. Replace front steps with poured concrete. 1300
7. Repair bricks on porch and reset lintel. 428
8. Replace missing balusters on 2<sup>nd</sup> floor balcony with same style. Replicate balusters and rails for balcony on back of house. Scrape and paint, 1 coat primer and 1 coat finish. 450
9. Replace back porch decking and install steps with rail. Install new door with hardware. 600
10. Replace damaged wood on porch ceiling and paint porch ceiling. 450
11. Check porch light, replace if necessary, and install new switch. 200
12. Replace 1<sup>st</sup> floor window ledge in rear of house prior to wrapping. 150
13. Replace threshold on balcony door leading to back balcony. 75
14. Reroof back balcony with product that carries 10 year warranty. Structural reinforcement to be time and material. 650
15. Install new aluminum storm door. 150
16. Install safety railing at rear of house in same style as front balcony. Or replace door with window. 1025
17. Patch roof on north gable end. 300
18. Tuckpoint foundation 750
19. Tuckpoint chimney. 750
20. Repair Northeast valley on roof. 825
21. Fence in side yard with 3' white picket fence and gate across drive. 3250

**Kitchen**

1. Patch small holes in walls. 75
2. Install 2 GFCI's within 6' of sink and add 2 outlets. 260
3. Install 6' wide, no wax, Armstrong sheet vinyl (min. .070") over wood sub floor. Continue through pantry into ½ bath. 950
4. Install new counter, cupboards and sink. 3500
5. Install wallpaper, single rolls 36 sf. 440

**Pantry**

1. Prep and paint walls and ceiling. 150

### 3<sup>rd</sup> floor

- |                                                                                             |     |
|---------------------------------------------------------------------------------------------|-----|
| 1. Prep and paint steps and walls, use stain blocker on wall prior to 2 coats finish paint. | 200 |
| 2. Prep and paint floor.                                                                    | 300 |
| 3. Install new light fixtures and new switches to code.                                     | 600 |
| 4. Prep and paint window frames and sills.                                                  | 120 |
| 5. Patch plaster near front window.                                                         | 120 |
| 6. Cap or fix to code vent protruding from floor.                                           | 40  |
| 7. Secure railing at top of stairs with wooden braces.                                      | 75  |
| 8. Install 4 grounded outlets, rewire all lights.                                           | 240 |
| 9. Install attic access door.                                                               | 95  |
| 10. Replace vent pipe.                                                                      | 325 |

### Basement

- |                                                                                        |      |
|----------------------------------------------------------------------------------------|------|
| 1. Install switch plate and duplex covers as needed.                                   | 20   |
| 2. Have service panel inspected, investigate buzzing noise.                            |      |
| 3. Repair fallen drywall in laundry.                                                   | 75   |
| 4. Patch prep and paint walls in dry walled half of basement.                          | 350  |
| 5. Install new furnace, 90%, existing has cracked heat exchanger per house inspection. | 3750 |
| 6. Install new humidifier on furnace.                                                  | 250  |
| 7. Install liner kit in chimney.                                                       | 300  |
| 8. Install new water heater.                                                           | 450  |
| 9. Install 8 hardwired smoke detectors.                                                | 560  |
| 10. Install new service upgrade 150 amps.                                              | 1500 |

---

Total

56,108.00

# Application for Neighborhood Enterprise Zone Certificate

Issued under authority of P.A. 147 of 1992, as amended.

Read this form before completing application. This application must be filed prior to building permit issuance and start of construction. File initially one original and two copies of this form. File all additional required attachments (three complete sets) when completed with the clerk of the local government unit.

|                                                          |                    |                               |                 |
|----------------------------------------------------------|--------------------|-------------------------------|-----------------|
| <b>To be Completed by Clerk of Local Government Unit</b> |                    | City or Township Name         | Local Unit Code |
| Signature                                                |                    | Address of Clerk              |                 |
| Date Received                                            | Application Number | State Tax Commission Use Only |                 |

**Applicant, Do Not Write Above This Line. Begin Entries at 1 Below.**

|                                                                                                                                                                                                                                                                                          |                                                                                     |                                                                                                                                                                                      |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1. Applicant Name<br><u>Rebekah Mosqueda-Enders &amp; Ricky Enders II</u>                                                                                                                                                                                                                |                                                                                     |                                                                                                                                                                                      |             |
| 2. Location of Facility (No. and Street, City, State, ZIP)<br><u>1173 4th Street Muskegon MI 49441</u>                                                                                                                                                                                   |                                                                                     | 3. County<br><u>Muskegon</u>                                                                                                                                                         | School Code |
| 4. Applicant's Mailing Address (No. and Street, City, State, ZIP)<br><u>1235 Calgary Muskegon MI 49444</u>                                                                                                                                                                               |                                                                                     | 5. School District<br><u>Muskegon</u>                                                                                                                                                |             |
| 6. Type of Approval Required<br><input type="checkbox"/> New Facility <input checked="" type="checkbox"/> Rehabilitation                                                                                                                                                                 |                                                                                     | 7. How Many Years Approval Requested<br><u>12</u>                                                                                                                                    |             |
| 8. Is Building Owned or Rented by the Occupant?<br><input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented                                                                                                                                                             |                                                                                     | 9. Type of Property<br><input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Apartment - Number of Units <input type="checkbox"/> Condo |             |
| 10. Name of Governing Body That Established District<br><u>City of Muskegon</u>                                                                                                                                                                                                          |                                                                                     | 11. Name and Number Assigned to Neighborhood Enterprise Zone                                                                                                                         |             |
| 12. Date District Established                                                                                                                                                                                                                                                            |                                                                                     | 13. Was the Work Completed by<br><input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other                                                              |             |
| 14. Total Project Cost<br><input type="checkbox"/> Actual <input checked="" type="checkbox"/> Estimated                                                                                                                                                                                  |                                                                                     | 15. Investment Cost (Breakdown in #17)<br><u>\$ 56,108</u>                                                                                                                           |             |
| 16. Timetable for Undertaking and Completing the Rehabilitation or Construction of the Facility<br><u>07/05 - 09/05</u>                                                                                                                                                                  |                                                                                     |                                                                                                                                                                                      |             |
| 17. Describe the General Nature and Extent of the Rehabilitation or New Construction to be Undertaken and Breakdown of Investment Cost (use attachments if necessary)<br><u>- Install vinyl siding</u><br><u>- replace all windows</u> <u>Costs attached</u><br><u>- update interior</u> |                                                                                     |                                                                                                                                                                                      |             |
| 18. Rehabilitation Applicants Only: Attach Assessor's Statement (See required attachment number 5 below)<br><u>Attached</u>                                                                                                                                                              |                                                                                     | 18a. Taxable Value of Real Property<br><u>\$</u>                                                                                                                                     |             |
| 19. Who should be contacted if more information is required to act on this application?                                                                                                                                                                                                  | Name<br><u>Jessica Elsey - Neighborhood Investment Corp.</u>                        |                                                                                                                                                                                      |             |
|                                                                                                                                                                                                                                                                                          | Address (No. and Street, City, State, ZIP)<br><u>1115 3rd St. Muskegon MI 49441</u> |                                                                                                                                                                                      |             |
|                                                                                                                                                                                                                                                                                          | Title<br><u>Revitalization Manager</u>                                              | Telephone Number<br><u>(231) 727-0809</u>                                                                                                                                            |             |

## Required Attachments to Application:

- Legal description of the real property with parcel code number of the property.
  - Proof of date of commencement of construction, such as building permit or affidavit as to the start of a project by the contractor.
  - Certificate of occupancy.
  - Resolution approving the application.
- IN ADDITION TO 1 - 4 SUBMIT 5 and 6 FOR REHABILITATION APPLICATIONS ONLY.**
- Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.
  - Certification by the local building official, certifying that the building meets minimum building codes for the local unit. A rehabilitation certificate will not be issued until this certification is filed with the State of Michigan.

Continued on reverse side

**APPLICANT'S CERTIFICATION**

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

It is further certified that the undersigned is familiar with the provision of P.A. 147 of 1992, being Sections 207.771 to 207.787, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, he/she has complied or will comply with all of the requirements thereof which are necessary to the issuance of a Neighborhood Enterprise Zone Certificate.

|                                               |                        |
|-----------------------------------------------|------------------------|
| Print Name of Owner<br><b>Ricky Enders II</b> | Title<br><b>Owners</b> |
| Signature<br><b>Ricky Enders II</b>           | Date<br><b>6-9-05</b>  |

**LOCAL GOVERNMENT ACTION**

|                                                |                                    |
|------------------------------------------------|------------------------------------|
| <input type="checkbox"/> APPROVED FOR 12 YEARS |                                    |
| Name of Local Government Unit                  | Date of Action on This Application |

Attached hereto is a copy of the resolution showing the action taken by the above-named local government unit on this application.

|                    |      |
|--------------------|------|
| Signature of Clerk | Date |
|--------------------|------|

**INSTRUCTIONS FOR THE LOCAL GOVERNMENT UNIT**

The local government unit must act, by resolution, on this application no more than 60 days after receiving it. The clerk shall forward the exemption application to the State Tax Commission immediately.

If an applicant is a builder/developer of this facility, a certificate will not be issued until a single family owner/occupant files an application and the additional required attachments.

If you have any questions, please call Mary Goff (517) 373-0675, Debby Abbruzzese (517) 373-3302 or Dianne O. Wright at (517) 373-2408.

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

**Commission Meeting Date: August 9, 2005**

**Date:** July 27, 2005  
**To:** Honorable Mayor & City Commission CBL  
**From:** Planning & Economic Development Department  
**RE:** Sale of Buildable Vacant Lot at 363 Merrill Ave.

---

**SUMMARY OF REQUEST:**

To approve the sale of a vacant buildable lot at 363 Merrill Avenue (Parcel #24-205-389-0002-00) to Carlos Martinez, 369 Merrill Avenue, Muskegon, MI. The lot is 66 x 132 ft. and is being offered to Carlos Martinez for \$1,000 plus the fee to register the deed. Carlos Martinez will be combining this property with his existing property, which would be considered unbuildable should his home be destroyed over 50%. His property is 33 x 132 ft. He would like to fence the property and add a slider with a deck. The True Cash Value (TCV) for the property listed in the Assessor's office is \$10,000, and our price is set at \$7,500 which is 75% of that amount. The City has owned the property since 1992 and there have been no inquiries for potential construction. The Land Reutilization Committee is recommending approval of the sale at a lesser price due to the size of Carlos Martinez's current property, and the True Cash Value of this property seemed a little higher than other areas for the same size property. The Land Reutilization Committee looked at the values of other properties in the City, there had been a lot of new construction in the areas of Jackson Hill and Marquette neighborhoods and the values of the same size piece of property or larger had a True Cash Value less than the properties in Nelson Neighborhood. Staff also sent a letter to the other adjacent property owner offering to sell half of the property to them, no interest was shown.

**FINANCIAL IMPACT:**

The sale of this lot to the adjacent property owner will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

To approve the attached resolution and to authorize both the Mayor and the Clerk to sign said resolution and deed.

## **COMMITTEE RECOMMENDATION:**

The Land Reutilization Committee recommends approval of the sale with the condition that the property be combined with the owner's original parcel.

7/27/05

Resolution No. 2005-73(d)

**MUSKEGON CITY COMMISSION**

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT AT 363 MERRILL AVENUE IN NELSON NEIGHBORHOOD FOR \$1,000 as recommended by the Land Reutilization Committee at their regular meeting of July 26, 2005.

WHEREAS, Carlos Martinez be allowed to purchase the parcel designated as parcel number 24-205-389-0002-00, located at 363 Merrill Avenue for \$1,000; and

WHEREAS, the price for parcel number 24-205-389-0002-00 is set by the City at \$7,500, which is 75% of the True Cash Value (TCV) listed in the City Assessor's Office; and

WHEREAS, the sale would generate additional tax revenue for the City and relieve the City of further maintenance costs; and

WHEREAS, the sale is not consistent with City policy regarding the disposition of buildable lots, in that, this property will be combined with the adjacent property located at 369 Merrill Avenue and sold for the price of \$1,000.

NOW THEREFORE BE IT RESOLVED, that parcel number 24-205-389-0002-00, located at 363 Merrill Avenue be sold to Carlos Martinez for \$1,000.

**CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 BLK 389**

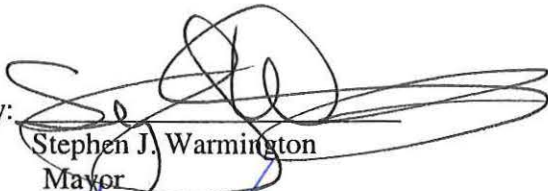
Adopted this 9th day of August 2005

Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson

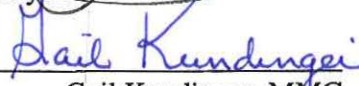
Nays: None

Absent: None

By:

  
Stephen J. Warmington  
Mayor

Attest:

  
Gail Kunding, MMC  
City Clerk

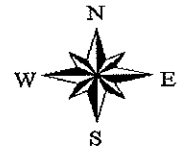
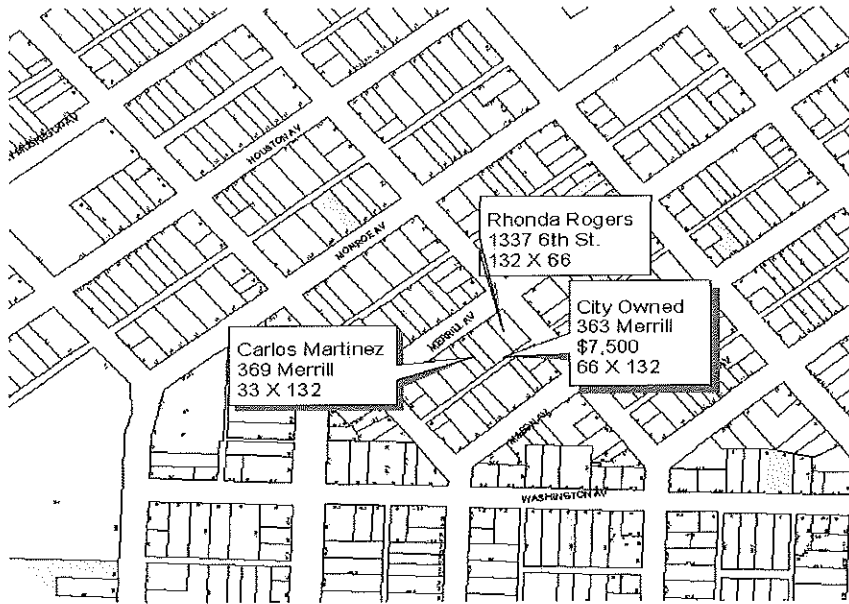


# CERTIFICATION

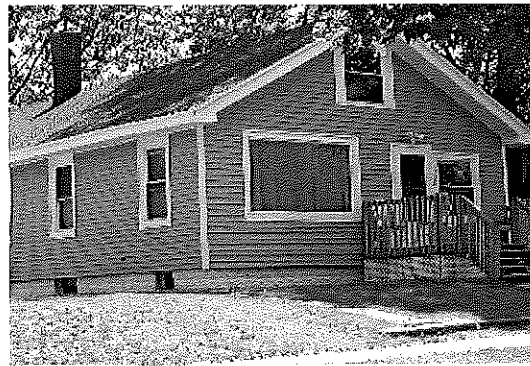
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on August 9, 2005.

By: Gail Kunding  
Gail Kunding, MMC  
City Clerk

# City-Owned Property to Sell



City owned 363 Merrill Avenue



369 Merrill Avenue

CITY OF MUSKEGON  
LAND REUTILIZATION COMMITTEE  
REGULAR MEETING  
MINUTES

July 26, 2005

Chairman M. Amrhein called the meeting to order at 4:02 p.m. and roll was taken.

MEMBERS PRESENT: M. Amrhein, R. Hill, J. Martin Jr., K. Davis, C. Shepherd

MEMBERS ABSENT: J. McClain, R. Allen

STAFF PRESENT: H. Mitchell, D. Leafers

OTHERS PRESENT: C. Martinez, 369 Merrill

APPROVAL OF MINUTES

A motion to approve the minutes of the regular meeting of June 28, 2005 was made by K. Davis, supported by R. Hill and unanimously approved.

OLD BUSINESS

363 Merrill Ave. – Request to sell the buildable lot (66 x 132) at 363 Merrill for \$1,000. An offer was made to split this lot between the two adjacent property owners. The City has owned this property since 1992. Carlos Martinez owns and lives in the adjacent property at 369 Merrill. He would like to purchase the lot at 363 Merrill and has offered \$1,000 for it. His property is 33 x 132 which is considered an unbuildable lot. He would like to purchase the City lot to combine with his existing home and fence it off so his children will have a safe place to play. He would also like to put in a sliding door on the side of the home facing the lot. In order to accomplish this, the building code requires that there be steps for it. He would like to build a deck for the slider to go out to, but he doesn't have enough property on the side of his home to meet the side setback requirements. He does have a garage on his property. At this time, he is not looking to expand his home. Should his home be destroyed over 50%, he would not be able to rebuild on the lot he has. He would like to remain in the neighborhood. Rhonda Rogers owns the property on the other side of the City lot, with an address of 1337 6<sup>th</sup> St. Staff sent Ms. Rogers a letter offering to sell her part of the property and informing her that the other adjacent property owner was interested in purchasing the property. She has shown no interest in any part of the property. Staff recommends approval of the request to sell the entire lot to Mr. Martinez. It would need to go before the City Commission for final approval. Any past due water bills or property taxes would have to be paid prior to the sale being completed. The purchaser would pay for registering the deed.

A motion to recommend approval to the City Commission of the request to sell the vacant lot at 363 Merrill to Carlos Martinez for \$1,000 plus the cost of registering the deed, with the condition that the property be combined with his existing property, was made by R. Hill, supported by J. Martin, Jr. and unanimously approved.

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS to **CARLOS MARTINEZ**, a single man, of 369 Merrill, Muskegon, Michigan 49441,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 BLOCK 389

#24-205-389-0002-00

for the sum of One Thousand and no/100 Dollars (\$1,000.00)

PROVIDED, HOWEVER, Grantee, or its assigns, shall combine this parcel with the original parcel bearing an identification number of (24-205-389-0003-10). These covenants and conditions shall run with the land.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Signed in the presence of:

Linda Potter  
Linda Potter

Jo Ann Krukowski  
Jo Ann Krukowski

CITY OF MUSKEGON

By [Signature]  
Stephen J. Warmington, Its Mayor

and Gail A. Kunding  
Gail A. Kunding, MMC, Its Clerk

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

Signed and sworn to before me in Muskegon County, Michigan, on August 15, 2005, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: John C. Schrier  
Parmenter O'Toole  
175 W. Apple Avenue/P.O. Box 786  
Muskegon, MI 49443-0786  
Telephone: 231/722-1621

Linda S. Potter  
Linda S. Potter, Notary Public  
Acting in the County of Muskegon  
Muskegon County, Michigan  
My Comm. Expires: 4-25-06

WHEN RECORDED RETURN TO: Grantee

SEND SUBSEQUENT TAX BILLS TO: Grantee

**Commission Meeting Date: August 9, 2005**

**Date: August 2, 2005**  
**To: Honorable Mayor & City Commission**  
**From: Community and Neighborhood Services**  
**Department**  
**RE: Approval of 2005 – 2006 Subrecipient and**  
**Community Housing Development Organization**  
**(CHDO) Agreements**

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SUMMARY OF REQUEST: To direct the Mayor and City Clerk to sign all of the 2005-2006 approved agreements for the City's subrecipients and CHDO's. The City Commission approved the funding for each of the nonprofits last spring during the City's Consolidated Planning process.

- |                           |         |
|---------------------------|---------|
| 1. West Michigan Veterans | \$5,000 |
| 2. HealthCare Project     | \$5,000 |
| 3. American Red Cross     | \$5,000 |

Also to have the Community Housing Development Organization agreements signed by the following agencies.

- |                                        |          |
|----------------------------------------|----------|
| 1. Neighborhood Investment Corporation | \$70,000 |
| 2. Habitat for Humanity                | \$35,000 |

After the Mayor and Clerk sign the contracts, the CNS office will retain one copy of our files and a copy will be supplied to the appropriate nonprofit for their records.

FINANCIAL IMPACT: Funding will be allocated from the 2005-2006 CDBG and HOME programs.

BUDGET ACTION REQUIRED: None. The City Commission made budgeting allocation decision last Spring.

STAFF RECOMMENDATION: To direct Mayor and Clerk to sign agreements.

COMMITTEE RECOMMENDATION: None needed.

## SUBRECIPIENT AGREEMENT / 2005-2006

This SUBRECIPIENT made this 1<sup>st</sup> day of June, 2005, by and between the City of Muskegon, Michigan, A Municipal Corporation, (hereinafter "Recipient") and \_\_\_\_\_, whose offices are located at \_\_\_\_\_, \_\_\_\_\_, MI (hereinafter "Subrecipient"),

WITNESSETH:

**WHEREAS**, Subrecipient will receive Community Development Block Grant (CDBG) funds from the Recipient, in the amount of \$ \_\_\_\_\_, to be used for the following:

**WHEREAS**, the parties wish to set forth the conditions on which the funds are to be made available;

**NOW THEREFORE**, in consideration of the covenants herein contained, the parties do mutually agree as follow:

### **I. GENERAL CONDITIONS**

1. Services to be delivered are eligible activities as defined in Section 570.200 and 570.201 of the CDBG Administrative Regulations (CFR 570).
2. The Subrecipient certifies that the service is either:
  - a. a new service or
  - b. a quantifiable increase in the level of a service above the level which has been provided by or in behalf of the applicant from local revenue sources or State funds received by the applicant in the twelve (12) calendar months prior to submission of the proposal, or
  - c. a continuation of a service that would otherwise be decreased due to events beyond the control of the Subrecipient.
3. The Subrecipient is incorporated as a non-profit organization in good standing under Michigan Law.
4. The Subrecipient warrants that a current copy of its charter (if applicable), Articles of Incorporation and By-Laws are on file with the Department of Community and Neighborhood Services. The Subrecipient shall also keep

a current list of its board members, its officers and their addresses on file with the Community & Neighborhood Services Department.

5. By resolution, the Subrecipient's Board of Directors shall certify to the City a responsible contact person, who shall be considered their representative in all matters relating to this Agreement for communication and administrative purposes.

Until further written notice from the Subrecipient, said contact person shall be:

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## **II. PERSONNEL**

1. The Subrecipient shall maintain direct control of all personnel employed by it and to provide the necessary training and supervision of its employees in carrying out contracted programs. However, implementation of the "project" must meet the requirement and approval of Community and Neighborhood Services.
2. In all work made possible by or resulting from this agreement, affirmative action will be taken to insure that low income persons, particularly minorities and women, are given maximum opportunity for training and employment; and that minority business concerns located in the area, to the greatest extent feasible, are awarded sub-contracts when permitted by this Agreement (Section 3, CDF 135).
3. Incorporated by reference are Title VI of the Civil Rights Act of 1964, Executive Order 11246 and OMB Circular A-102, Attachment O which relates to equal opportunity. Copies are available at the Community Development Office.
4. The Subrecipient (including its membership body, Board of Directors, committees, and paid and other volunteer staff) agrees that it will comply with City policies and procedures concerning equal opportunity, affirmative action, and non-discrimination in employment practices because of age, religion, race, color, national origin, sex, education association, marital status or physical limitation.

## **III. SCOPE OF SERVICES**

The Subrecipient shall provide the services specified in Attachment "A", Scope of Services, in exchange for financial compensation detailed in Attachment "B".



#### **IV. COMPENSATION AND METHOD OF PAYMENT**

1. The maximum amount which the Subrecipient may receive pursuant to this Agreement is \$\_\_\_\_\_.
2. The Subrecipient warrants that its Board of Directors has approved a budget request to provide services detailed in this Agreement (attachment "B"). The budget total of \$\_\_\_\_\_, shall remain unchanged during the year unless amended as permitted in this Agreement. The Subrecipient may not, without City Commission approval, make transfer between categories not exceeding 10% of the overall budget total, or \$2,000.00, or whichever is greater.
3. Upon approval of Subrecipient's request for payment, the Subrecipient shall be reimbursed for expenses within a maximum of twenty (20 days.)
4. To receive payments, the Subrecipient must complete and submit the following:
  - a. Request for Payment
  - b. Detailed Invoice for Actual Expenditures
  - c. Quarterly Performance Reports
5. All program income, received by the Subrecipient, (if any) shall be disbursed by the Subrecipient prior to request for payments from the Recipient. Program income resulting from the project will be handled in accordance with the requirements of 24 CFR 570.503 applicable to CDBG Recipients.
6. If at the end of the term of this Agreement there are unexpended portions of the contract amount set forth in this Agreement, the City may recapture said amount for reallocation to other purposes.
7. If Subrecipient fails to comply with terms specified in this Agreement or refused to accept and meet conditions imposed by the Department of Housing and Urban Development (HUD), the Recipient may immediately terminate payments to the Subrecipient and recover any funds it has advanced. In the event of the inability of Subrecipient to perform or complete the project, or termination of the Agreement by the City Commission, Recipient will pay only invoices for work performed or satisfactorily completed.
8. The Recipient shall not be held liable for expenditures or obligations incurred in excess of the authorized total budget, nor shall the City be held liable for expenditures or obligations for ineligible cost pursuant to Section 570.200 and 570.201 of the Housing and Community Development Act.

#### **IV. FINANCING AUDITS AND INSPECTIONS**

1. The Subrecipient shall document the costs incurred with CDBG funds with the support of properly executed payrolls, time records, invoices, contracts, vouchers, receipts, or other official documentation that shows in proper detail the nature and propriety of charges. All such documents must be clearly identifiable and readily assessable during the term of the Agreement to City and HUD officials or their authorized representative for audit and examination as often as the City may deem necessary. Additionally, the Subrecipient agrees to securely maintain such documents for a period of three (3) years after termination of this Agreement.
2. The Subrecipient is to act within thirty (30) days after the signing of this Agreement to establish a procedure for its accounting operation that will not be inconsistent with Federal Management Circular A-102, Attachment G, and can be certified auditable by the Accountant for the Community and Neighborhood Services Department. The auditable procedure shall insure that monies provided by the Community Development Block Grant program can be separately traced from other funds of the Subrecipient.
3. The Recipient shall provide the Subrecipient with a copy of any account requirements established by HUD, and the Subrecipient shall thenceforth be responsible for compliance with such requirements.
4. Program Income earned by the Service Agency during the grant period shall be retained by the Subrecipient, and in accordance with OMB Circulars A-102, A-110 and A-122 shall be:
  - a. Added to funds committed to the project by the City and the Subrecipient to be used to further eligible program objectives as defined in the scope of services of this Agreement (see Attachment A).
  - b. Deduct from the total project costs for the purposes of determining the net costs on which the Federal (CDBG) share of the cost will be based.
5. No CDBG funds shall be disbursed under this Agreement by the Subrecipient or any others contracted by the Subrecipient unless those contracted are in compliance with City and HUD requirements with regard to fiscal matter and civil rights to the extent such requirements are applicable. The Subrecipient shall provide the Recipient with a copy of such contracts.
6. The Subrecipient shall provide proof of Bonding Insurance for all employees who handle funds.

## **V. INSURANCE COVERAGE**

The Subrecipient shall indemnify, defend, and hold the Recipient, its officers, and the employees harmless with respect to any damage claim arising out of activities specified by this Agreement. This Subrecipient shall maintain for the entire period of this Agreement a valid policy of liability insurance naming the City of Muskegon (Recipient) as an insured party with limits of not less than \$300,000 per occurrence. The Subrecipient shall also maintain coverage during the Agreement period for Workers' Compensation as required by law. The Subrecipient shall submit proof of insurance and amount of coverage to the Community and Neighborhood Services office prior to receiving any funds.

## **VI. REPORTS, MONITORING AND EVALUATION**

1. The Subrecipient agrees to cooperate fully with the Community and Neighborhood Services office, City and HUD officials, Citizen Committees, or any other individuals appointed by City Commission to evaluate and monitor the requirements and performance of programs financed with CDBG funds. The Subrecipient agrees to provide to the same parties listed information and reports, oral or written, as may reasonably be required or requested during the term of this Agreement on matters relating to program activities, performance, or contract compliance.
2. The Subrecipient agrees to complete and submit to the Community and Neighborhood Services Office in a timely manner a Quarterly Performance Report.

The report forms are to be provided by the City. The Subrecipient agrees to collect and make available to the Community and Neighborhood Services Department the following information on its clients or program participants:

- a. Street (only) address of the client: (inside or outside City);
- b. Month and year of initial services;
- c. Number of services units rendered to each client served under this agreement;
- d. Age and sex of the client or participant;
- e. Whether the client or participant is the head of household;
- f. Whether client or participant is a member of a minority group (which group);
- g. Family income by family size (which will be indicated by checking an income range category);
- h. Whether client or participant head of household is handicapped;

The information is to be collected on a tabulation sheets provided by the City. The form will state that the client/participant information being collected is required in order for the Subrecipient to receive Community Development Block

Grant funds from the City of Muskegon. Client information will be submitted quarterly with the Performance Reports.

Alternate systems of collecting data required in this section can be developed in consultation with the Community and Neighborhood Services Office. The Recipient retains the final right to approve any waiver of, or amendment to, this reporting requirement.

## **VII. CONTRACT AMENDMENT**

That except as expressly provided elsewhere in this Agreement, any modifications or amendments to this Agreement may be made by mutual Agreement of the Subrecipient and the City Commission. It is expressly understood that this Agreement is subject to HUD Community Development Block Grant funding regulations. Should HUD act to make changes in regulations or suspend or terminate funding, such actions shall automatically amend this Agreement, if applicable.

## **VIII. ASSIGNABILITY**

The Subrecipient shall not assign or transfer any interest in this Agreement without consent of the City Commission.

## **IX. POLITICAL ACTIVITIES**

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activities, or to further the election or defeat of any candidate for office.

## **X. CONFLICT OF INTEREST**

No employee, officer or agent of the Recipient shall participate in the award or administration of this Agreement if a conflict of interest real or apparent, would be involved or any type of benefit financially, politically or asset wise. (i.e. obtain housing, illegal obtaining of contracts, etc.) See CFR 24.92.356 and CFR 570.611.

## **XI. CITY'S RIGHT TO ENFORCE**

1. The Community and Neighborhood Services Department may unilaterally suspend (on a temporary basis) or alter this Agreement, including the amount of funds allocated, for failure to comply with the terms and conditions of this Agreement or failure to comply with regulations for the U.S. Government, or directives of the Muskegon City Commission, some examples of which follow:
  - a. Ineffective or improper use of the Community Development Block Grant funds:

- b. Failure to submit complete and correct performance or financial reports;
  - c. Failure to provide services called for in the Scope of Services section within the time frame stated: and
  - d. If for any reason, the program cannot be completed.
2. The City Commission may unilaterally terminate this Contract for failure to comply with the terms and conditions of the Agreement, the regulations of the U.S. government, or directives of the Muskegon City Commission.
3. The Community and Neighborhood Services Department office shall provide reasonable notice to the Subrecipient before action is taken to suspend, alter or terminate this Agreement. Such notice shall include the reasons for the contemplated action and the Subrecipient shall be give a right to protest.
4. In the event this Agreement is terminated by the City Commission, the Ownership of all documents, equipment and properties acquired by CDBG or Program Income funds shall revert to the Recipient with the decision for final disposition being left to the City Commission. However, the Subrecipient shall receive just compensation for any work satisfactorily completed prior to such termination.

## **XII. PURSUIT OF ADDITIONAL RESOURCES**

The Subrecipient shall make bona fide efforts to secure funds and resources from other sources. Further, the Subrecipient shall cooperate with the Community and Neighborhood office, as requested, in its efforts to pursue additional or alternative funding. The Subrecipient shall report these efforts as part of the required Quarterly Performance Report.

## **XIII. TIME PERFORMANCE AGREEMENT TERM**

All services rendered hereunder shall be completed by May 31, 2005. This Agreement automatically terminates at that time unless specifically extended by the City Commission. All funds allocated which are unspent or encumbered for services under this Agreement shall be repaid to the City within fifteen (15) days of this date.

## **XIV. OTHER**

1. That it will comply with all requirements applicable to HUD Block Grant Subrecipients set forth in the CDBG Program Requirements contained in 24 Code of Federal Regulation Part 570. Such requirements pertain to, but are not limited to, compliance with OMB Circular A-102, reports and information, audits and inspection, unearned payment, non-discrimination, disposition of real property, and miscellaneous grant administration requirements.

2. That should the Subrecipient utilize any portion of CDBG funds for acquisition of property or relocation of individuals, families, or businesses as a result of a project involving federal financial assistance from HUD, as defined in regulations at 24CFR Part 42.79, all acquisition and/or relocation shall conform to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91.646), and the regulations which implement the Act (24 CFR Part 42).
3. That except with respect to the rehabilitation of residential use for less than eight families, all contractors engaged under contracts in excess of \$2000 for the construction prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this agreement, shall comply with HUD requirements pertaining to such Contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 2, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligations, if any, to require payment of the higher rates. The Subrecipient shall require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and for such contracts in excess of \$10,000, 29n CFR 5a.3.
4. The Subrecipient agrees to abide by all other Federal requirements not highlighted in this Agreement, but included in the Community Development Block Grant regulations at the Community and Neighborhood Services Department, or other regulations subsequently supplied to the Subrecipeint.
5. That should the Subrecipient funding involve construction work, the Subrecipient contractors(s) agree to allow access to the City or its representative for inspection purposes.
6. Should the Subrecipient acquire any real or personal property with funds provided under this Agreement, it will not dispose of such property through sale or otherwise without written permission of Recipient. If property is disposed of without written permission, the proceeds shall be returned to the Recipient, and Subrecipient may be required to reimburse the Recipient for the Federal portion of participation in the project, subject to requirements in the Office of Management and Budget Circular A-102, Attachment N, Property Management Stands.

#### **XV. CONTRACT CLOSEOUT**

All contracts will be closed out in accordance with the procedures specified in OMB Circular A-102, Attachment L, and Portions of OMB Circulars A-110 and A-122 applicable to non-profit organizations.

In Witness Whereof, the parties hereto have caused this contract to be executed the day and year above written.

Signed In the Presence Of:

CITY OF MUSKEGON, MICHIGAN  
A Municipal Corporation

Witness \_\_\_\_\_

By: \_\_\_\_\_  
Stephen J. Warmington, Mayor

Witness \_\_\_\_\_

By: \_\_\_\_\_  
Gail Kunding, MMC City Clerk

\_\_\_\_\_  
Agency Name

Witness \_\_\_\_\_

By: \_\_\_\_\_  
It's President

Witness \_\_\_\_\_

By: \_\_\_\_\_  
It's Secretary

ATTACHMENT "A"  
SCOPE OF SERVICES

Subrecipient Name \_\_\_\_\_

**SCOPE OF SERVICES**

The Scope of Services section below lists the services to be provided under the terms of the Subrecipient Agreement. This description shall establish the basis for the Community and Neighborhood Services Office assessment of actual program accomplishments.

I. Location and Hours

The Service Agency shall provide the contracted services at the following locations(s):

II. Eligible Clients

The Subrecipient shall take affirmative action to insure that the primary beneficiaries of services rendered under this Agreement are eligible CDBG clients. Eligible clients are defined as those persons of household who:

- a. Reside in the City of Muskegon and
- b. Have household incomes less than or equal to 80 percent of the median of the City.



ATTACHMENT "A"

SCOPE OF SERVICES

III. Description and Quantity of Services to be provided

Describe and number each service to be provided separately. Include the job title of the person (s) who will primarily render the service, the time span, which the service will be offered, if less than the total contract year, and how the service will be rendered.

Estimated quantity of service to be provided (number of persons to be served).

ATTACHMENT "B"

BUDGET

REVENUES

|                        |          |
|------------------------|----------|
| CDBG FUNDS             | \$ _____ |
| *Other (Specify Below) | _____    |
| Program Income         | _____    |
| TOTAL REVENUES         | \$ _____ |

Total  
Budgeted

Portion to be  
Funded by CDBG

EXPENDITURES

|                                    |          |          |
|------------------------------------|----------|----------|
| Salaries & Fringes                 | \$ _____ | \$ _____ |
| Consultant & Contract Services     | \$ _____ | \$ _____ |
| Office Supplies                    | \$ _____ | \$ _____ |
| Telephone                          | \$ _____ | \$ _____ |
| Rent & Related Expenses            | \$ _____ | \$ _____ |
| Equipment                          | \$ _____ | \$ _____ |
| Office Furniture                   | \$ _____ | \$ _____ |
| Travel                             | \$ _____ | \$ _____ |
| Specific Assistance to Individuals | \$ _____ | \$ _____ |
| Miscellaneous (Specify)            |          |          |

|       |          |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

|                    |          |          |
|--------------------|----------|----------|
| TOTAL EXPENDITURES | \$ _____ | \$ _____ |
|--------------------|----------|----------|

\*LIST OTHER REVENUE SOURCES:

|    |          |
|----|----------|
| 1. | \$ _____ |
| 2. | \$ _____ |
| 3. | \$ _____ |
| 4. | \$ _____ |
| 5. | \$ _____ |

## CHDO AGREEMENT – 2005 - 2006

This CHDO AGREEMENT, made this 1<sup>st</sup> day of June, 2005, by and between the City of Muskegon, Michigan, A Municipal Corporation, (hereinafter "Recipient") \_\_\_\_\_ whose office is located at \_\_\_\_\_, (hereinafter "CHDO")

WITNESSETH:

**WHEREAS**, CHDO will receive Community Development Block Grant (CDBG/HOME) funds from the Recipient, in the amount of \$\_\_\_\_\_, to be used for the following:

**WHEREAS**, the parties wish to set forth the conditions on which the funds are to be made available;

**NOW THEREFORE**, in consideration of the covenants herein contained, the parties do mutually agree as follow:

### **I. GENERAL CONDITIONS**

1. Services to be delivered are eligible activities as defined in Section 92.205 and 92.206 of HOME Administrative Regulations (CFR 92)
2. The CHDO certifies that the service is either:
  - a. a new service or
  - b. a quantifiable increase in the level of a service above the level which has been provided by or in behalf of the applicant from local revenue sources or State funds received by the applicant in the twelve (12) calendar months prior to submission of the proposal, or
  - c. a continuation of a service that would otherwise be decreased due to events beyond the control of the CHDO.
3. The CHDO is incorporated as a non-profit organization in good standing under Michigan Law.
4. The CHDO warrants that a current copy of its charter (if applicable), Articles of Incorporation and By-Laws are on file with the department of Community and Neighborhood Services. The CHDO shall also keep a current list of its board members, its officers and their addresses on file with the Community and Neighborhood Services department.

5. By resolution, the CHDO's Board of Directors shall certify to the City a responsible contact person, who shall be considered their representative in all matters relating to this Agreement for communication and administrative purposes.

Until further written notice from the CHDO, said contact person shall be:

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## **II. PERSONNEL**

1. The CHDO shall maintain direct control of all personnel employed by it and to provide the necessary training and supervision of its employees in carrying out contracted programs. However, implementation of the "project" must meet the requirement and approval of Community and Neighborhood Services.
2. In all work made possible by or resulting from this agreement, affirmative action will be taken to insure that low income persons, particularly minorities and women, are given maximum opportunity for training and employment; and that minority business concerns located in the area, to the greatest extent feasible, are awarded sub-contracts when permitted by this Agreement (Section 3, CDF 135).
3. Incorporated by reference are Title VI of the Civil Rights Act of 1964, Executive Order 11246 and OMB Circular A-102, Attachment O which relates to equal opportunity. Copies are available at the Community Development Office.
4. The CHDO (including its membership body, Board of Directors, committees, and paid and other volunteer staff) agrees that it will comply with City policies and procedures concerning equal opportunity, affirmative action, and non-discrimination in employment practices because of age, religion, race, color, national origin, sex, education association, marital status or physical limitation.

## **III. SCOPE OF SERVICES**

The CHDO shall provide the services specified in Attachment "A", Scope of Services, in exchange for financial compensation detailed in Attachment "B".

#### IV. COMPENSATION AND METHOD OF PAYMENT

1. The maximum amount which the CHDO may receive pursuant to this Agreement is \$\_\_\_\_\_.
2. The CHDO warrants that its Board of Directors has approved a budget request to provide services detailed in this Agreement (attachment "B"). The budget total of \$\_\_\_\_\_, shall remain unchanged during the year unless amended as permitted in this Agreement. The CHDO may not, without City Commission approval, make transfer between categories not exceeding 10% of the overall budget total, or \$2,000.00, or whichever is greater.
3. Upon approval of CHDO's request for payment, the CHDO shall be reimbursed for expenses within a maximum of twenty (20 days.)
4. To receive payments, the CHDO must complete and submit the following:
  - a. Request for Payment
  - b. Detailed Invoice for Actual Expenditures
  - c. Quarterly Performance Reports
5. All program income, received by the CHDO, (if any) shall be disbursed by the CHDO prior to request for payments from the Recipient. Program income resulting from the project will be handled in accordance with the requirements of 24 CFR 570.503 applicable to CDBG Recipients and 24 CFR 92.503 for HOME CHDO's. All program income derived from the HOME activities by CHDO must be reinvested to the recipient (City) to the HOME Investment Trust Fund.
6. If at the end of the term of this Agreement there are unexpended portions of the contract amount set forth in this Agreement, the City may recapture said amount for reallocation to other purposes.
7. If CHDO fails to comply with terms specified in this Agreement or refused to accept and meet conditions imposed by the Department of Housing and Urban Development (HUD), the Recipient may immediately terminate payments to the CHDO and recover any funds it has advanced. In the event of the inability of CHDO to perform or complete the project, or termination of the Agreement by the City Commission, Recipient will pay only invoices for work performed or satisfactorily completed.
8. The Recipient shall not be held liable for expenditures or obligations incurred in excess of the authorized total budget, nor shall the City be held liable for expenditures or obligations for ineligible cost pursuant to Section 570.200 and 570.201 of the Housing and Community Development Act. And 92.206, 92.207 and 92.208 of National Affordable Housing Act of 1990.

#### **IV. FINANCING AUDITS AND INSPECTIONS**

1. The CHDO shall document the costs incurred with CDBG/HOME funds with the support of properly executed payrolls, time records, invoices, contracts, vouchers, receipts, or other official documentation that shows in proper detail the nature and propriety of charges. All such documents must be clearly identifiable and readily assessable during the term of the Agreement to City and HUD officials or their authorized representative for audit and examination as often as the City may deem necessary. Additionally, the CHDO agrees to securely maintain such documents for a period of three (3) years after termination of this Agreement.
2. The CHDO is to act within thirty (30) days after the signing of this Agreement to establish a procedure for its accounting operation that will not be inconsistent with Federal Management Circular A-102, Attachment G, and can be certified auditable by the Accountant for the Community Development Department. The auditable procedure shall insure that monies provided by the Community Development Block Grant HOME program can be separately traced from other funds of the CHDO.
3. The Recipient shall provide the CHDO with a copy of any account requirements established by HUD, and the CHDO shall thenceforth be responsible for compliance with such requirements.
4. Program Income earned by the Service Agency during the grant period shall be retained by the CHDO, and in accordance with OMB Circulars A-102, A-110 and A-122 shall be:
  - a. Added to funds committed to the project by the City and the CHDO to be used to further eligible program objectives as defined in the scope of services of this Agreement (see Attachment A).
  - b. Deduct from the total project costs for the purposes of determining the net costs on which the Federal (CDBG / HOME) share of the cost will be based.
5. No CDBG / CHDO funds shall be disbursed under this Agreement by the CHDO or any others contracted by the CHDO unless those contracted are in compliance with City and HUD requirements with regard to fiscal matter and civil rights to the extent such requirements are applicable. The CHDO shall provide the Recipient with a copy of such contracts.
6. The CHDO shall provide proof of Bonding Insurance for all employees who handle funds.

## **V. INSURANCE COVERAGE**

The CHDO shall indemnify, defend, and hold the Recipient, its officers, and the employees harmless with respect to any damage claim arising out of activities specified by this Agreement. This CHDO shall maintain for the entire period of this Agreement a valid policy of liability insurance naming the City of Muskegon (Recipient) as an insured party with limits of not less than \$300,000 per occurrence. The CHDO shall also maintain coverage during the Agreement period for Workers' Compensation as required by law. The CHDO shall submit proof of insurance and amount of coverage to the Community Development office prior to receiving any funds.

## **VI. REPORTS, MONITORING AND EVALUATION**

1. The CHDO agrees to cooperate fully with the Community and Neighborhood Services office, City and HUD officials, Citizen Committees, or any other individuals appointed by City Commission to evaluate and monitor the requirements and performance of programs financed with CDBG HOME funds. The CHDO agrees to provide to the same parties listed information and reports, oral or written, as may reasonably be required or requested during the term of this Agreement on matters relating to program activities, performance, or contract compliance.
2. The CHDO agrees to complete and submit to the Community and Neighborhood Services Office in a timely manner a Quarterly Performance Report.

The report forms are to be provided by the City. The CHDO agrees to collect and make available to the Community and Neighborhood Services Department the following information on its clients or program participants:

- a. Street (only) address of the client: (inside or outside City);
- b. Month and year of initial services;
- c. Number of services units rendered to each client served under this agreement;
- d. Age and sex of the client or participant;
- e. Whether the client or participant is the head of household;
- f. Whether client or participant is a member of a minority group (which group);
- g. Family income by family size (which will be indicated by checking an income range category);
- h. Whether client or participant head of household is handicapped;

The information is to be collected on a "Client Card" or tabulation sheets provided by the City. The form will state that the client/participant information being collected is required in order for the CHDO to receive HOME funds from the City of Muskegon. Client information will be submitted quarterly with the Performance Reports.

Alternate systems of collecting data required in this section can be developed in consultation with the Community and Neighborhood Services Office. The Recipient retains the final right to approve any waiver of, or amendment to, this reporting requirement.

## **VII. CONTRACT AMENDMENT**

That except as expressly provided elsewhere in this Agreement, any modifications or amendments to this Agreement may be made by mutual Agreement of the CHDO and the City Commission. It is expressly understood that this Agreement is subject to HUD HOME funding regulations. Should HUD act to make changes in regulations or suspend or terminate funding, such actions shall automatically amend this Agreement, if applicable.

## **VIII. ASSIGNABILITY**

The CHDO shall not assign or transfer any interest in this Agreement without consent of the City Commission.

## **IX. POLITICAL ACTIVITIES**

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activities, or to further the election or defeat of any candidate for office.

## **X. CONFLICT OF INTEREST**

No employee, officer or agent of the Recipient shall participate in the award or administration of this Agreement if a conflict of interest real or apparent, would be involved, or any type of benefit financially, politically or asset wise. (i.e. obtain housing, illegal obtaining of contracts, etc.) See CFR24.92.356 and CFR 570.611.



## **XI. CITY'S RIGHT TO ENFORCE**

1. The Community and Neighborhood Services Department may unilaterally suspend (on a temporary basis) or alter this Agreement, including the amount of funds allocated, for failure to comply with the terms and conditions of this Agreement or failure to comply with regulations for the U.S. Government, or directives of the Muskegon City Commission, some examples of which follow:
  - a. Ineffective or improper use of the HOME funds;
  - b. Failure to submit complete and correct performance or financial reports;
  - c. Failure to provide services called for in the Scope of Services section within the time frame stated: and
  - d. If for any reason, the program cannot be completed.
2. The City Commission may unilaterally terminate this Contract for failure to comply with the terms and conditions of the Agreement, the regulations of the U.S. government, or directives of the Muskegon City Commission.
3. The Community and Neighborhood Services Department office shall provide reasonable notice to the CHDO before action is taken to suspend, alter or terminate this Agreement. Such notice shall include the reasons for the contemplated action and the CHDO shall be given a right to protest.
4. In the event this Agreement is terminated by the City Commission, the Ownership of all documents, equipment and properties acquired by HOME or Program Income funds shall revert to the Recipient with the decision for final disposition being left to the City Commission. However, the CHDO shall receive just compensation for any work satisfactorily completed prior to such termination.

## **XII. PURSUIT OF ADDITIONAL RESOURCES**

The CHDO shall make bona fide efforts to secure funds and resources from other sources. Further, the CHDO shall cooperate with the Community and Neighborhood office, as requested, in its efforts to pursue additional or alternative funding. The CHDO shall report these efforts as part of the required Quarterly Performance Report.

## **XIII. TIME PERFORMANCE AGREEMENT TERM**

All services rendered hereunder shall be completed by May 31, 2004. This Agreement automatically terminates at that time unless specifically extended by the City Commission. All funds allocated which are unspent or encumbered for services under this Agreement shall be repaid to the City within fifteen (15) days of this date.

#### **XIV. OTHER**

1. That it will comply with all requirements applicable to HUD Block Grant Subrecipients set forth in the HOME Program Requirements contained in 24 Code of Federal Regulation Part 570. Such requirements pertain to, but are not limited to, compliance with OMB Circular A-102, reports and information, audits and inspection, unearned payment, non-discrimination, disposition of real property, and miscellaneous grant administration requirements.
2. That should the CHDO utilize any portion of HOME funds for acquisition of property or relocation of individuals, families, or businesses as a result of a project involving federal financial assistance from HUD, as defined in regulations at 24CFR Part 42.79, all acquisition and/or relocation shall conform to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91.646), and the regulations which implement the Act (24 CFR Part 42).
3. That except with respect to the rehabilitation of residential use for less than eight families, all contractors engaged under contracts in excess of \$2000 for the construction prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this agreement, shall comply with HUD requirements pertaining to such Contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 2, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher tan those required under such regulations are imposed by State or local law, nothing hereunder is intended to relieve the CHDO of its obligations, if any, to require payment of the higher rates. The CHDO shall require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and for such contracts in excess of \$10,000, 29n CFR 5a.3.
4. The CHDO agrees to abide by all other Federal requirements not highlighted in this Agreement, but included in the regulations HOME Regulation available at the Community and Neighborhood Services Department, or other regulations subsequently supplied to the Subrecipeint.
5. That should the CHDO funding involve construction work, the CHDO contractors(s) agree to allow access to the City or its representative for inspection purposes.

6. Should the CHDO acquire any real or personal property with funds provided under this Agreement, it will not dispose of such property through sale or otherwise without written permission of Recipient. If property is disposed of without written permission, the proceeds shall be returned to the Recipient, and CHDO may be required to reimburse the Recipient for the Federal portion of participation in the project, subject to requirements in the Office of Management and Budget Circular A-102, Attachment N, Property Management Stands.

## **XV. CONTRACT CLOSEOUT**

All contracts will be closed out in accordance with the procedures specified in OMB Circular A-102, Attachment L, and Portions of OMB Circulars A-110 and A-122 applicable to non-profit organizations.

In Witness Whereof, the parties hereto have caused this contract to be executed the day and year above written.

Signed In the Presence Of:

CITY OF MUSKEGON, MICHIGAN  
A Municipal Corporation

Witness \_\_\_\_\_

By: \_\_\_\_\_  
Steve Warmington, Mayor

Witness \_\_\_\_\_

By: \_\_\_\_\_  
Gail Kunding, City Clerk

\_\_\_\_\_  
Agency Name

Witness \_\_\_\_\_

By: \_\_\_\_\_  
It's President

Witness \_\_\_\_\_

By: \_\_\_\_\_  
It's Secretary

## ATTACHMENT "A"

### SCOPE OF SERVICES

CHDO's Name \_\_\_\_\_

#### SCOPE OF SERVICES

The Scope of Services section below lists the services to be provided under the terms of the CHDO Agreement. This description shall establish the basis for the Community and Neighborhood Services Office assessment of actual program accomplishments.

##### I. Location and Hours

The Service Agency shall provide the contracted services at the following location(s):

##### II. Eligible Clients

The CHDO shall take affirmative action to insure that the primary beneficiaries of services rendered under this Agreement are eligible HOME clients. Eligible clients are defined as those persons of household who:

- a. Reside in the City of Muskegon and
- b. Have household incomes less than or equal to 80 percent of the median of the City.

## ATTACHMENT "A"

### SCOPE OF SERVICES

#### III. Description and Quantity of Services to be provided

Describe and number each service to be provided separately. Include the job title of the person (s) who will primarily render the service, the time span, which the service will be offered, if less than the total contract year, and how the service will be rendered.

Estimated quantity of service to be provided (number of persons to be served).

ATTACHEMENT "B"

BUDGET

REVENUES

HOME FUNDS \$ \_\_\_\_\_

\*Other (Specify Below) \_\_\_\_\_

Program Income \_\_\_\_\_

TOTAL REVENUES \$ \_\_\_\_\_

EXPENDITURES

Total  
Budgeted

Portion to be  
Funded by HOME

Salaries & Fringes \$ \_\_\_\_\_ \$ \_\_\_\_\_

Consultant & Contract Services \$ \_\_\_\_\_ \$ \_\_\_\_\_

Office Supplies \$ \_\_\_\_\_ \$ \_\_\_\_\_

Telephone \$ \_\_\_\_\_ \$ \_\_\_\_\_

Rent & Related Expenses \$ \_\_\_\_\_ \$ \_\_\_\_\_

Equipment \$ \_\_\_\_\_ \$ \_\_\_\_\_

Office Furniture \$ \_\_\_\_\_ \$ \_\_\_\_\_

Travel \$ \_\_\_\_\_ \$ \_\_\_\_\_

Specific Assistance to Individuals \$ \_\_\_\_\_ \$ \_\_\_\_\_

Miscellaneous (Specify)

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

TOTAL EXPENDITURES \$ \_\_\_\_\_ \$ \_\_\_\_\_

\*LIST OTHER REVENUE SOURCES:

1. \$ \_\_\_\_\_

2. \$ \_\_\_\_\_

3. \$ \_\_\_\_\_

4. \$ \_\_\_\_\_

5. \$ \_\_\_\_\_

**Date: August 9, 2005**  
**To: Honorable Mayor and City Commissioners**  
**From: Bryon L. Mazade, City Manager**  
**RE: MML – Annual Membership Dues (7/1/05 – 6/30/06)**

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SUMMARY OF REQUEST: To obtain permission from the City Commission, in accordance with the Purchasing Policies and Procedures, to pay the MML Annual Membership Dues for July 1, 2005, through June 30, 2006.

**FINANCIAL IMPACT:**

|                                   |               |
|-----------------------------------|---------------|
| MML Membership Dues:              | \$7,371       |
| Environmental Affairs Assessment: | \$ 885        |
| Legal Defense Fund:               | <u>\$ 737</u> |
| Total Dues:                       | \$8,993       |

**BUDGET ACTION REQUIRED:** None. Cost applied to proper budget line items.

**STAFF RECOMMENDATION:** Approval.



**MICHIGAN MUNICIPAL LEAGUE  
MEMBERSHIP RENEWAL INVOICE  
2005 - 2006**

**CITY OF MUSKEGON**

Id: 347

Date: July 11, 2005

Membership Period: July 1, 2005 - June 30, 2006

|                                   | <b>2004-2005<br/>Dues</b> | <b>10%<br/>Rebate</b> | <b>2005-2006<br/>Dues</b> |
|-----------------------------------|---------------------------|-----------------------|---------------------------|
| * Michigan Municipal League Dues  | \$8,190                   | \$819                 | \$7,371                   |
| ** Environment Affairs Assessment | 983                       | 98                    | 885                       |
| *** Legal Defense Fund            | 819                       | 82                    | 737                       |
|                                   | <u>\$9,992</u>            | <u>\$999</u>          | <u>\$8,993</u>            |

**Total due by August 1, 2005  
\$8,993**

**Please sign, date and return one invoice copy with your payment.**

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

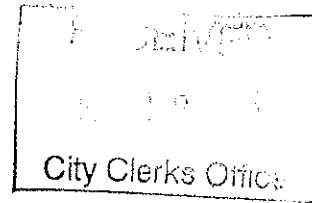
- \* For a detailed analysis of your MML dues, go to [www.mml.org/pdf/dues05.pdf](http://www.mml.org/pdf/dues05.pdf) or call 734-669-6350. MML dues include annual subscriptions to the Michigan Municipal Review for your officials at \$12.00 per subscription, which is 50% of the regular subscription rate.
- \*\* The purpose of the EAA is to fund the Environmental Affairs Service (EAS) and its advocacy for the municipal point of view on environmental, public works and infrastructure issues at the state and federal level. The EAS Limited one-on-one assistance to MML members concerning environmental protection mandates, transportation and public works activities is also available.
- \*\*\* The Legal Defense Fund is an optional charge. The purpose of the Fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact. There is a \$50 minimum assessment for all communities.

Michigan Municipal League  
P.O. Box 7409  
Ann Arbor, MI 48106-7409  
800.653.2483





July 11, 2005



Ms. Gail A. Kunding  
Muskegon City Clerk  
933 Terrace St.  
PO Box 536  
Muskegon, MI 49443-0536

President  
Margene Ann Scott  
Councilwoman  
Madison Heights

Vice President  
Robert B. Jones  
Mayor, Kalamazoo

Trustees  
Alex R. Allie  
City Manager  
Huntington Woods

Vicki Barnett  
Mayor  
Farmington Hills

Kathleen Buckner  
Mayor Pro Tem  
Center Line

Michael J. Czynbor  
City Administrator  
Milan

Deborah L. Doyle  
Councilmember  
Durand

Barbara Holt  
Commissioner  
Walker

Jerry Irby  
Mayor, Marquette

Kwame M. Kilpatrick  
Mayor, Detroit

Michael N. Matheny  
Mayor, Grand Blanc

Florence E. Schrader  
Treasurer, Ubly

Clara Shepherd  
Commissioner  
Muskegon

John C. Siira  
City Manager  
Wakefield

Gladys A. Solokis  
Mayor, Gaylord

William R. Stewart  
City Manager  
Coldwater

Karl S. Tonion  
City Manager  
Midland

John J. Zech  
City Manager  
Wayne

Executive Director  
Daniel P. Gilmartin

Dear Ms. Kunding:

As you struggle to balance your general fund budget, one item will be easy to approve – your membership in the Michigan Municipal League. Better than anyone else, MML knows the fiscal challenges your community faces every day, and we're working hard to help you find solutions and preserve existing revenue.

**Our latest measure to assist you is to cut membership dues by 10%.**

**How can MML do that? Why would we?** MML's Board is made up of 18 city and village officials you select to represent you. We're all in the same fiscal mess, and we've got to stick together to find a way out. We know that every dollar you can keep in your pocket counts.

Maybe you'll use that extra revenue to help save a police officer's job. Maybe you'll use it to patch up your local roads a bit. Maybe you'll use it to send an extra person to the League's convention to gather ideas and information to help your community be its best next year (we're cutting the cost of convention registration, too).

Like every Michigan community, MML is in a new era of doing more with less. Our staff is streamlining procedures and improving services. We are seeking new funding sources and ways to provide you with information and resources. We are working harder than ever in Lansing and Washington to preserve and promote municipal interests.

Michigan Municipal League membership is the best self-preservation investment your community can make. Take a look at the enclosed summary of services you receive with your membership. You'll be amazed that we offer so much for such low dues!

For communities to survive, we must stand strong together. Officials in every member community must step up and participate. Alone, your city/village is just one voice. Together, we are a choir. We must sing in harmony if we expect our constituents to yell "Encore!"

Sincerely,

Daniel P. Gilmartin  
Executive Director

Margene Ann Scott  
President, 2004-2005

2005

Enc.

**Make the most of your MML membership**

Michigan Municipal League  
serving municipalities since 1899



[www.mml.org](http://www.mml.org)

## Why belong to the Michigan Municipal League?

"In union there is strength."

Aesop's simple words remind us why, in 1899 a handful of mayors gathered in Grand Rapids to form an association that would take them forward together. This group would be a collective voice for the interests of cities and villages against a powerful legislature and would come to provide information and services for staff and officials in communities throughout the state. That core mission still guides the Michigan Municipal League today.

In its nearly 107 years, the Michigan Municipal League has become one of the most important and strongest of its kind in the country. As the state association of cities and villages, it is a nonpartisan, nonprofit association working cooperatively to strengthen the quality of municipal government and administration.

The League is YOUR professional service association, and the staff strives to be responsive to the needs of each member. To get the most out of your municipality's membership, your officials and staff must become involved, use the available benefits and attend League events to network with and learn from other officials.

### MML membership by population

Almost all (517) of Michigan's 533 cities and villages are voluntary members of the Michigan Municipal League. Based on the 2000 Census, most (73%) Michigan cities and villages have fewer than 5,000 residents! 58% are under 2,500.

| Population     | Number of Municipalities | Percent |
|----------------|--------------------------|---------|
| Over 1 million | 0                        | 0%      |
| Over 100,000   | 8                        | 1.5%    |
| 50,000-100,000 | 15                       | 2.8%    |
| 20,000-49,999  | 30                       | 5.6%    |
| 10,000-19,999  | 40                       | 7.5%    |
| 5,000-9,999    | 53                       | 9.9%    |
| 2,500-4,999    | 79                       | 14.8%   |
| 1,000-2,499    | 136                      | 25.5%   |
| Under 1000     | 172                      | 32.3%   |

## Many services are included with your MML membership

Your community's membership in the Michigan Municipal League includes access to a vast array of helpful programs and information. Any elected official, staff member or appointed official from a member community may call the Michigan Municipal League for assistance. They may also receive their own password for the member section at [www.mml.org](http://www.mml.org). **For details about League services, please visit us online at [www.mml.org](http://www.mml.org), send an email to [info@mml.org](mailto:info@mml.org) or call 800-653-2483.**

### Advocacy of Municipal Issues

The State and Federal Affairs staff represents the interests of city and village governments before the federal government, state legislature and regulatory agencies. MML members receive legislative information through a number of important and timely methods:

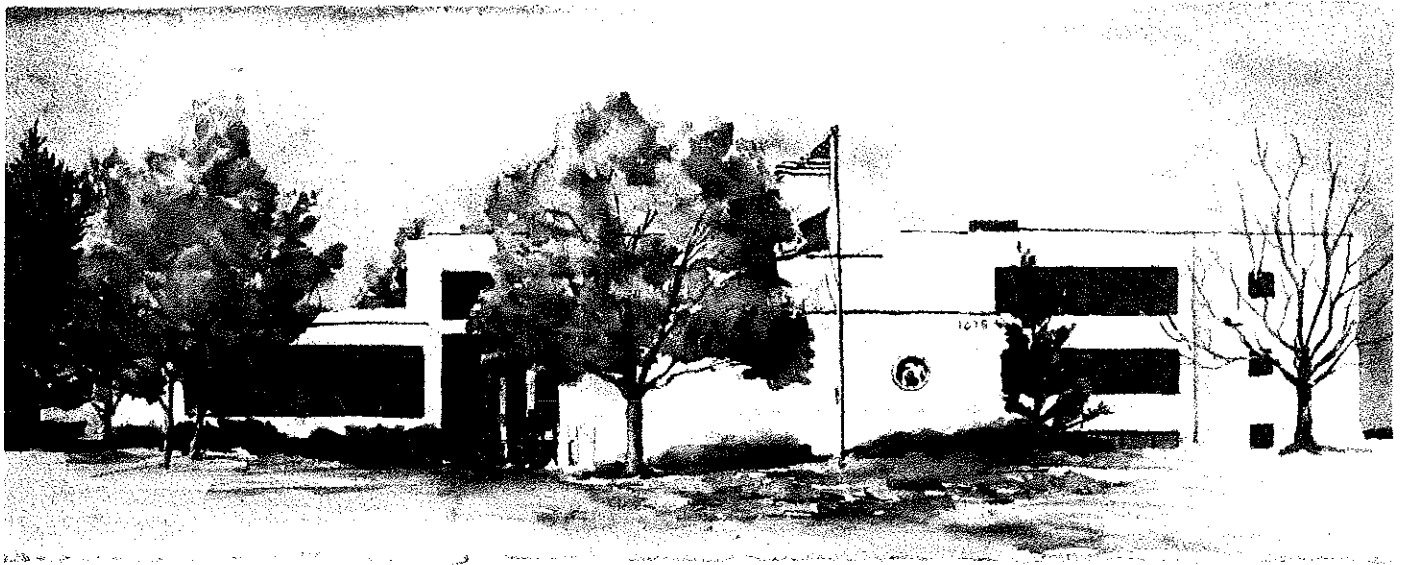
**Legislative Link** – Nearly 1000 email subscribers receive this communication every Monday morning. This e-newsletter is packed with critical legislative updates and other urgent information to assist municipalities. Every municipal official should subscribe!

**Action Alert Faxes and Emails** – When municipal voices are needed to tip the balance on a key vote, MML staff provides cities and villages with critical information to include in their messages to legislators.

**MML Capitol Report** – This new feature at [www.mml.org](http://www.mml.org), updated daily, provides members with indepth legislative information they can't get anywhere else. The MML is the only statewide local government association with this service.

### Recent Legislative Successes

- **Revenue Sharing/Community Funding:** For two consecutive years, in the midst of massive cuts to the state budget, MML has helped communities hold off additional cuts to critical community funding in the form of revenue sharing. With expert guidance from MML staff, members advocated clearly what these cuts would have meant in terms of service reductions at the local level, and were able to keep this funding from facing deep reductions.
- **Election Consolidation:** The MML worked closely with the legislature and administration on amendments to the various election consolidation changes, thereby preserving local authority for MML members. Through the MML, cities were able to maintain certain election dates and villages were given a special election date in order to maintain control of their elections.



Whatever the season we are here to serve you!

- **Sewer Grant Program:** MML has been successful in getting passed through the House a program that would provide up to \$150 million in grants for pre-construction plans for water and sewer projects. This bill should see action in the Senate this fall.
- **Local Bridge Program:** MML's efforts secured an annual \$50 million for local government-owned bridges, and re-engineered a broken program so that it will be completely run by local governments. This gives local governments much needed bridge resources and streamlines the program to be more effective and efficient.
- **Tipping Fees:** MML was successful in leading the charge against legislation that would have imposed a \$3 per ton tipping fee on solid waste, and then send the money to county government. The passage of tipping fees would require most municipalities to increase their solid waste rates with very little benefit.

### Information and Education

**You ask, we answer . . .** Any staff member or elected or appointed official in a member community may call the MML for information. The Inquiry Team in the Member Resources Services division has received more than 30,000 inquiries since 1993. In the past two years, about 1/3 of the inquiries have come through email.

The Inquiry Service is one of the League's original services, and has been used by 100% of our members during the decade we've been tracking and logging inquiries. Our various databases now house the answers to more than 500 different member questions. The most frequently asked questions relate to parliamentary procedure; requests for sample

policies and ordinances; charter information; Open Meetings Act and Freedom of Information Act.

Questions that have not already been logged into a database may be answered, in part, by referring to information collected in over 2000 subject vertical files.

**Publications & Online Help** – Many of the League's publications, including *Michigan Municipal Review* magazine and the *Municipal Yellow Pages*, are available to members for free online. Free e-books include the *Handbook for Municipal Officials* and *Handbook for General Law Village Officials*. The member-only section of the League's web site provides a host of topical data, sample resolutions, ordinances and policies and links to dozens of related resources. More than 2,000 individual visitors tap into the resources at [www.mml.org](http://www.mml.org) every week.

**Fiscal Database** – The League's fiscal database includes 20 years of data on local revenues and expenditures, millage rates, state-shared revenue, taxable values, state equalized values and Act 51/Transportation revenues and expenditures. As a member, you can request reports tailored to your needs free of charge.

**Legal Assistance** – Although they do not issue formal opinions, MML attorneys are available to consult with your municipal attorney on legal topics facing your municipality. More than 80% of MML members voluntarily belong to the MML Legal Defense Fund. Assisted by the top municipal attorneys in Michigan, the LDF actively participates in more than 30 cases a year that will have a significant impact on local governance and operations.

**Risk Management** – A wealth of risk management information on all aspects of municipal operations is available through the websites of the MML Liability and Property Pool and MML Worker's Compensation Fund, which are accessible through [www.mml.org](http://www.mml.org). The *Risk Management Newsletter* is available online and is distributed to over 4,500 elected and appointed member officials. Additional services and information are available for members of the Pool and Fund.

**Elected Officials Academy** – The Elected Officials Academy is a voluntary program designed to encourage elected officials to pursue education in topics critical to governing their city or village, and to participate in a variety of leadership roles. Officials are recognized as they complete each of three levels in the Academy. Participation in these core activities provides officials with tools they need to make sound decisions affecting their community's future.

### **Northern Field Service**

The League's field office in Gladstone extends access to all of the League's services to our most northern members. The field representative visits approximately 100 communities every year, providing a variety of customized assistance.

### **Additional services are fee-based**

Many services are needed only occasionally by most members. Because the Michigan Municipal League specializes in local government, we are able to provide the highest quality service, tailored specifically for your municipality's needs, often at a cost far below that charged by private sector service providers.

- **Education:** The League is committed to providing the highest quality education for local officials and municipal staff. Opportunities include more than 50 one-day seminars each year, annual regional meetings in seven locations each Spring; the Legislative Conference; the Annual Convention; two trade shows; onsite programs; online resources and a number of distance learning tools created by the MML Foundation.

- **Management Consulting:** The MML staff provides a wide range of services designed to assist your municipal management team in providing efficient and effective use of valuable resources.
  - Classification & compensation studies
  - Personnel policies and procedures
  - Job descriptions
  - Benefits analysis
  - HR systems audits
  - Performance evaluation systems
  - Executive searches
- **Insurance:** Award-winning worker's compensation, property and municipal liability insurance is available through League-sponsored programs administered by the Risk Management Services staff.
- **Other fee-based services:** The Michigan Municipal contracts with a number of outside service providers to offer members competitive rates for:
  - health insurance,
  - life insurance,
  - short and long-term disability income protection,
  - COBRA administration,
  - unemployment compensation,
  - retirement and defined contribution plans,
  - flexible benefit administration
  - CDL drug and alcohol testing
  - and more.

### **Contact us**

For information on any League service please visit us online at [www.mml.org](http://www.mml.org), send an email to [info@mml.org](mailto:info@mml.org) or call 800-653-2483.

AGENDA ITEM NO. \_\_\_\_\_

CITY COMMISSION MEETING \_\_\_\_\_

**TO:** Honorable Mayor and City Commissioners

**FROM:** Bryon L. Mazade, City Manager

**DATE:** August 3, 2005

**RE:** Construction of Improvements – Great Lakes Naval Memorial and Museum

**SUMMARY OF REQUEST:**

To approve a request from the Great Lakes Naval Memorial and Museum to construct a retaining wall and picnic pavilion on the property leased from the City. The lease requires that any improvements be approved by the City.

**FINANCIAL IMPACT:**

None.

**BUDGET ACTION REQUIRED:**

None.

**STAFF RECOMMENDATION:**

To approve the request.

**COMMITTEE RECOMMENDATION:**

None.



## Great Lakes Naval Memorial and Museum

USS SILVERSIDES  
USCGC McLANE

1346 Bluff  
Muskegon, MI 49441  
Phone: (231) 755-1230  
Fax: (231) 755-5883

July 28, 2005

Dear Mr. Mazade,

The Great Lakes Naval Memorial and Museum is requesting permission from the city to alter their property permanently with a retaining wall and a picnic pavilion.

The retaining wall would run 48" high around the hill near USCGC McLANE's berth. Depending on financing, the wall could be built in sections—totaling about 125 feet long. We are also asking permission should, due to unforeseen events, the wall need to exceed the 48"

The picnic pavilion is designed by Hughes Builders at 24' by 24' for a total of 13,000 square feet. This would include a cement floor and electrical fixtures for lights. This also would be located behind the current corporate building near McLANE and be permanent even through the construction of the new museum. The proper permits are being applied for.

Both structures would be erected during the United Way's Day of Caring on September 9, 2005.

Bill Plough from the United Way and Mohammed Al-Shatel from the city visited our site on July 26, 2005. Mr. Al-Shatel verbally approved of our plans at that time pending permits and drawings.

Sincerely

A handwritten signature in black ink, appearing to read "Robert Morin Sr.", written over a horizontal line.

Robert Morin Sr.  
CEO, Board of Directors  
Great Lakes Naval Memorial and Museum

RECEIVED

JUL 29 2005

MUSKEGON  
CITY MANAGER'S OFFICE

CITY COMMISSION MEETING  
Tuesday, August 9, 2005

TO: Honorable Mayor and City Commissioners

FROM: Mark Kincaid  
Deputy Director of Public Safety

DATE: July 21, 2005

SUBJECT: Request to Approve Contract for Demolition

SUMMARY OF REQUEST:

The City owned property located at 373 W. Grand has been declared dangerous, substandard, and a public nuisance. Bids were solicited for the demolition of said property. The only bid was received from Press's LLC, 8081 Holten Duck Lake Rd. Holten MI 49425 for \$3600.

FINANCIAL IMPACT:

Funds for this demolition would be available through the Community Development Block Grant.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATIONS:

Approval



Date: August 9, 2005  
To: Honorable Mayor and City Commissioners  
From: Engineering  
RE: Construction Contract for the Former Mall Area Project

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#### SUMMARY OF REQUEST:

As a result of staff's negotiations with Milbocker and Sons please consider the following options (the original bid was \$2,538,989.05; with the snowmelt removed it is \$1,764,763.95):

- 1- An additional \$15,000 reduction with a completion date for the entire project in 2005.
- 2- An Additional \$28,000 reduction if the project completion was extended to 2006 with some concrete work being completed in 2005.
- 3- An additional \$43,000 reduction if the project completion date was extended to 2006 with **All** of the concrete work done in 2006.
- 4- Reject all bids, re-bid and award project in 2005 with a start & completion dates in 2006.

The first three options include minority participation and a commitment from the president of the company to volunteer four (4) hours a month for at least six (6) month to train minority contractors on biddings and other related issues. The third Option calls for a minority concrete contractor (Martin J Concrete) who would not be available until 2006 but also has not done much concrete work similar to that called for on this project.

The additional savings referenced above are in addition to savings resulting from eliminating the snowmelt system. Should you chose any of the first three options, it is respectfully requested that a contract be awarded to Milbocker and Sons.

#### FINANCIAL IMPACT:

Depends on the option selected.

#### BUDGET ACTION REQUIRED:

None at this time

#### STAFF RECOMMENDATION:

City staff and the DMDC will present a recommendation at the time of the meeting.

**Commission Meeting Date: August 9, 2005**

**Date:** August 3, 2005  
**To:** Honorable Mayor & City Commission  
**From:** Planning & Economic Development Department *CBL*  
**RE:** Michigan Main Street/Community Requirements  
and Expectations Agreement

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SUMMARY OF REQUEST: The Michigan Economic Development Corporation (MEDC) requires that the local community (i.e., City of Muskegon) enter into an agreement with the local Main Street Board and MEDC. The Agreement outlines the support to be provided. There is no financial obligation by the City of Muskegon to support the program. The commitments relate to cooperation and support. If, for some reason, the Agreement is not adhered to, the only repercussion is that the Agreement would be null and void.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached Agreement and authorize the City Manager to sign.

COMMITTEE RECOMMENDATION: None.

## **Michigan Main Street/ Community Requirements and Expectations Agreement**

THIS AGREEMENT is entered into and executed by the Michigan Economic Development Corporation, Michigan Main Street Program (the "MEDC"), whose address is 300 North Washington Square, Lansing, MI 48913, the **City or Village of Muskegon**, County of Muskegon, State of Michigan (the "Community") whose address is 933 Terrace, and its local Main Street Program (the "Local Main Street Program") whose address is 900 Third St, Suite 200, for the purpose of implementing the Michigan Main Street Program (the "MEDC MMS Program") in the Community.

WHEREAS, the MEDC MMS Program has entered into a contract with the National Trust for Historic Preservation, National Main Street Center, Washington, D.C. (the "NTHP NMSC"), to provide technical expertise, training and services to selected Michigan communities.

WHEREAS, this agreement is for the purpose of setting forth the MEDC MMS Program requirements and expectations for the Community's Local Main Street Program, pursuant to its selection as a Michigan Main Street Program Community and pursuant to contractual arrangements between the NTHP NMSC and the MEDC MMS Program, so as to assist in the revitalization of the designated Main Street project area of Muskegon, Michigan;

NOW THEREFORE, in consideration of the foregoing mutual covenants and agreements contained herein, the parties have agreed to do as follows:

### **SECTION I. The Community and its Local Main Street Program agree to:**

1. Employ a full-time (no less than forty (40) hours per week) program director for the Local Main Street Program who will be responsible for the day-to-day administration of the Main Street program in the Community, and develop an employment contract to describe the above administrative duties for which the program director is responsible. Compensation and duties for the program director shall comply with those guidelines set forth in the Michigan Main Street Year End Evaluation: Accreditation Criteria.
2. Timely submit monthly and annual performance reports to the MEDC that document the progress of the Local Main Street Program's activities. Monthly reports shall be submitted no later than the 10<sup>th</sup> of each month and shall be substantially in the form of the /Michigan Main Street: Monthly Report. Annual performance reports are due no later than August 5 of each year, and shall be substantially in the form of the Michigan Main Street: Annual Report.
3. Implement and continue sufficient private and public fund raising for the Local Main Street Program.

4. Use the MEDC MMS Program logo in accordance with and subject to the limitations set forth in this Agreement.
5. Have its volunteers and program director regularly participate in MEDC MMS Program training sessions as scheduled throughout the year. To remain in accreditation and designation compliance, Local Main Street Program representatives must attend all four quarterly forum sessions held during each calendar year. In addition, new staff will be required to participate in no less than one MEDC MMS Program Orientation session. Travel expenses to any required sessions are the sole responsibility of the Local Main Street Program. Failure to attend all required sessions may result in loss of recognition as a Michigan Main Street Program Community.
6. Require its Board, Chair, Committee Chairs and the 4-point approach committee volunteers to actively lead, through work plan and volunteer development and implementation, the Local Main Street Program. Fully utilize and successfully complete all state programmatic activities.
7. Ensure that it has or is seeking to put in place an active and effective design management program that maintains and enhances the historic nature of the downtown, as required by the exhibits to this Agreement.
8. Maintain a current membership in the National Main Street Center Network.
9. Provide the MEDC with copies of all documents, including but not limited to policies, reports, vision and mission statements, work plans, budgets, contracts, and training guidelines, or other information or data required by the MEDC to assess compliance with this Agreement, its exhibits and/or the MEDC MMS Program.
10. Remain in compliance with the requirements of this program as outlined in the Michigan Main Street Year End Evaluation: Accreditation Criteria, Michigan Main Street: Monthly Report, Michigan Main Street: Annual Report, and Designation, Accreditation and Grandfathering: Michigan Main Street/National Main Street Center Guidelines
11. If the MEDC finds that the Local Main Street Program is not in compliance with the requirements of this program, the Local Main Street Program will be notified of non-compliance and given a sufficient probationary period, as determined by the MEDC in its sole discretion, in which to return to compliance. Continued non-compliance may result in termination of this agreement and loss of recognition for the Community as a Michigan Main Street Program Community.
12. Assume full responsibility for all costs and expenses associated with the performance of the Local Main Street Program and the performance of its rights

and responsibilities under this Agreement. The Community and the Local Main Street Program further acknowledge that the MEDC is not responsible to the Community and the Local Main Street Program for any costs associated with this Program or the services provided under this Agreement, including but not limited to those costs or expenses incurred as a result of anticipated or actual participation in the MEDC MMS Program, the NTHP NMSC Program or pursuant to the Community's selection or participation as a Michigan Main Street Program Community.

## **SECTION II. The MEDC agrees to:**

1. Provide three years of customized program training and technical assistance, to each Michigan Main Street community, valued at an estimated \$166,000/community. Training and technical assistance are anticipated as follows, but may be modified by the MEDC, in its sole discretion, to meet programmatic needs:

### **RAMPING UP PROGRAM: FIRST THREE YEARS**

| <b>YEAR ONE</b>                                                                           | <b>Value is per community<br/>\$ VALUE</b> |
|-------------------------------------------------------------------------------------------|--------------------------------------------|
| Program Orientation (1 day in Lansing)                                                    | \$ 300                                     |
| Reconnaissance Team (2 days in community)                                                 | \$ 3,635                                   |
| Hiring Manager Assistance (in community)                                                  |                                            |
| Basics 101 Training (1 day in community)                                                  | \$ 500                                     |
| Manager Training (1 day in Lansing)                                                       | \$ 1,000                                   |
| Work Plan Training (2 days in community)                                                  | \$ 2,370                                   |
| Volunteer Training (1 day in Lansing)                                                     | \$ 2,000                                   |
| Booth at the Downtown Revitalization conference                                           | \$ 1,200                                   |
| Design Services for three buildings/for three years<br>(including workshops in community) | \$12,000                                   |
| Design Services signs (one for each building in community)                                | \$ 300                                     |
| Historic District submission assistance to Parks Service (in community)                   | \$20,000                                   |
| Design Template Guidelines and Training (in community)                                    | \$ 5,000                                   |
| Day to day architectural staff support (in community and Lansing)                         |                                            |
| Market Study including orientation (in Lansing and in community)                          | \$30,000                                   |
| Placement of community entranceway MMS signs                                              |                                            |
| Resource Team (4 days in community)                                                       | \$18,250                                   |
| Listserv opportunities                                                                    | \$ 100                                     |
| Four quarterly Training and Networking events/year (in communities)                       | \$ 1,000                                   |
| Year End Evaluation                                                                       | \$ 2,000                                   |
| Michigan Main Street signs and Designation                                                | \$ 300                                     |
| State efforts to market and advertise the local main streets                              | \$ 1,000                                   |
| Day to day technical assistance from the Community Assistance Team (CA Team)              |                                            |

| <b>YEAR TWO</b>                                                                                         | <b><u>\$ VALUE</u></b> |
|---------------------------------------------------------------------------------------------------------|------------------------|
| Community Initiative Development Training (3 days in Lansing)                                           | \$ 3,000               |
| Small Business Technical Development Center's<br>Business Resource Center (BRC) location (in community) | \$13,000               |
| Manager Training (1 day in Lansing)                                                                     | \$ 1,000               |
| Volunteer Training (1 day in Lansing)                                                                   | \$ 2,000               |
| Booth at the Downtown Revitalization conference                                                         | \$ 1,200               |
| Design Services for three buildings/for three years<br>(including workshops in community)               | \$12,000               |
| Design Services signs (one for each building in community)                                              | \$ 300                 |
| Day to day architectural staff support (in community and Lansing)                                       |                        |
| Listserv opportunities                                                                                  | \$ 100                 |
| Four quarterly Training and Networking events/year (in communities)                                     | \$ 1,000               |
| Year End Evaluation                                                                                     | \$ 2,000               |
| Michigan Main Street signs and Designation continues                                                    | \$ 300                 |
| State efforts to market and advertise the local main streets                                            | \$ 1,000               |
| Day to day technical assistance from the Community Assistance Team (CATEam)                             |                        |

| <b>YEAR THREE</b>                                                                         | <b><u>\$ VALUE</u></b> |
|-------------------------------------------------------------------------------------------|------------------------|
| Manager Training (1 day in Lansing)                                                       | \$ 1,000               |
| Volunteer Training (1 day in Lansing)                                                     | \$ 2,000               |
| Booth at the Downtown Revitalization conference                                           | \$ 1,200               |
| Design Services for three buildings/for three years<br>(including workshops in community) | \$12,000               |
| Community Initiative Development Training (3 days in Lansing)                             | \$ 3,000               |
| Design Services signs (one for each building in community)                                | \$ 300                 |
| Day to day architectural staff support (in community and Lansing)                         |                        |
| Listserv opportunities                                                                    | \$ 100                 |
| Four quarterly Training and Networking events/year (in communities)                       | \$ 1,000               |
| Year End Evaluation                                                                       | \$ 2,000               |
| Michigan Main Street signs and Designation continues                                      | \$ 300                 |
| State efforts to market and advertise the local main streets                              | \$ 1,000               |
| Day to day technical assistance from the Community Assistance Team (CATEam)               |                        |

2. Continue development of a statewide Main Street coordinating program and appropriate budget.
3. Conduct four (4) statewide training sessions annually for program directors and local Main Street volunteers based on the combined needs of all Michigan Main Street Communities.

4. Conduct an annual assessment and monthly/annual reporting system reviews of each Main Street community. Provide constructive feedback and sufficient time for local communities to make appropriate corrections to their program.
5. Provide advice and information to the Local Main Street Program, its staff and board. The MEDC may, if requested and subject to schedule and program constraints, conduct on-site technical assistance visits by Community Assistance Team (CA Team) personnel. Upon request by the Local Main Street Program and subject to agency availability, the MEDC may also request the assistance of other State or Federal agencies.
6. Provide a booth at the annual Downtown Revitalization Conference, valued over \$1200/community. The MEDC is not responsible for any insurance coverage for the Community and/or Local Main Street Program at this Conference.
7. Provide, if requested and subject to schedule and program constraints, on-site design architectural assistance and Historic District development assistance to the Community.
8. Provide, subject to the limitations set forth in this Agreement, Michigan Main Street logo signs and state and national marketing opportunities.
9. Designate Communities as Michigan Main Street Communities upon acceptance of the Local Main Street Program into the MEDC MMS Program. The Michigan Main Street Community designation may be elevated to national accreditation assessment upon continued compliance with successive annual reviews.
10. Accredite, on behalf of NTHP NMSC, all eligible Michigan Main Street communities that meet the National Main Street Program Accreditation performance standards.

### **SECTION III. The PARTIES hereto otherwise agree as follows:**

1. **TERM OF THE AGREEMENT.** The term of this agreement shall be for a period of three years, beginning June, 2004 and ending June, 2007. It may be extended or revised by a written amendment signed by both parties.
2. **CONFIDENTIAL INFORMATION.** Except for information provided to the MEDC at its request or as part of this Agreement, the Community, the Local Main Street Program, and their employees, agents, and representatives shall not disclose, other than to the extent allowed by law, any information or data, including but not limited to all materials furnished to the Community and/or the Local Main Street Program by the MEDC ("Confidential Information") without the written consent of the MEDC. Confidential information does not include information that is already in the possession of, or is independently developed by, the Community and/or Local Main Street Program; becomes publicly available

be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent.

8. **COMPLIANCE WITH LAWS.** The Community and/or Local Main Street Program is not, and will not during the term of this Agreement, be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties hereunder.
9. **WAIVER.** A failure or delay in exercising any right with respect to this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right, or the exercise of any other right.
10. **NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by electronic mail or by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) three (3) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be as reasonably identified by notifying Party. The MEDC, the Community and the Local Main Street Program may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.
11. **NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES.** In connection with this Agreement, the Community and its Local Main Street Program shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, gender, height, weight, marital status or handicap. In connection with this Agreement, the Community and its Local Main Street Program shall not violate 1980 Public Act 278, as amended, MCL 423.321, et seq, by entering into a sub-contract with any individual person, firm or entity who has been found in contempt of court by a Federal Court of Appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act. Violations of the law after the



beginning date of this Agreement may result in its termination.

12. **SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided that the principal intent of this Agreement can be preserved.
13. **GOVERNING LAW AND JURISDICTION.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. The terms of this provision shall survive the termination of the cancellation of this agreement.
14. **NO EMPLOYMENT, PARTNERSHIP OR AGENCY RELATIONSHIP.**  
The MEDC is limited to furnishing its technical services to the Community and its Local Main Street Program and thus nothing contained herein shall create any employer-employee relationship. Further, this Agreement does not create a partnership relationship. In addition, neither the Community, the Local Main Street Program nor their employees or other representatives, shall hold themselves out to third parties as an agent or representative of MEDC, nor shall they have any authority to take any action or enter into any agreement on behalf of MEDC.
15. **NO THIRD PARTY BENEFICIARIES.** There are no express or implied third party beneficiaries to this Agreement.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
17. **TERMINATION OR CANCELLATION.**
  - A. This Agreement may be terminated by MEDC by providing written notice of default and termination to the Community and its Local Main Street Program ("Notice of Default and Intent to Terminate") upon the occurrence of any of the following events or conditions ("Event of Default"):
    - (i) any representation or covenant made by the Community and/or its Local Main Street Program is determined by the MEDC, in its reasonable judgment, to be incorrect at the time that such representation or covenant was made in any material respect, including, but not limited to, the Reports and compliance with laws as required under this Agreement;

- (ii) the Community and/or its Local Main Street Program's failure to comply with any of the covenants of this Agreement;
- (iii) use of the program training, technical assistance, and resources provided pursuant to this Agreement for purposes other than as set forth in this Agreement.

The Notice of Default and Intent to Terminate shall provide the Community and/or its Local Main Street Program a period of at least forty-five (45) calendar days to cure the Event of Default. If the Event of Default remains uncured following the forty-five (45) calendar-day period, the MEDC shall provide Final Notice of Termination ("Final Notice"), which shall be effective as of the date of the Final Notice.

- B. Notwithstanding the foregoing, the Community and its Local Main Street Program acknowledges that MEDC's performance of its obligations under this Agreement is dependent upon the MEDC's Executive Board of Directors' continued approval of funding and/or the continued receipt of state funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, including the MEDC's Executive Board of Directors, or the federal government (a) takes any legislative or administrative action, which fails to provide, terminates or reduces the funding or programmatic support necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding or programmatic support for this Agreement, but which affects the MEDC's ability to fund and administer the MEDC MMS Program, and other MEDC programs, then the MEDC may cancel this Agreement by providing notice to the Community and its Local Main Street Program of cancellation. Cancellation may be made effective immediately, upon delivery of notice to the Community or its Local Main Street Program, or with such other time period as the MEDC, in its sole discretion, deems reasonable.
- C. In addition to the above, either party may terminate its obligations under this Agreement without cause by giving the other party a 30-calendar day written notice of such termination.
- D. In the event that this Agreement is terminated, neither the MEDC nor the Community or its Local Main Street Program shall have any further obligation to perform under this Agreement. The Community and/or the Local Main Street Program shall, unless otherwise directed by the MEDC in writing, immediately take all reasonable steps to terminate operations under this Agreement.

**18. AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are empowered to enter into this Agreement.

**19. SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided that the principal intent of this Agreement can be preserved.

IN WITNESS WHEREOF, the parties have executed this agreement.

**"LOCAL MAIN STREET PROGRAM"**

BY: Bryan L. May Jr.  
(City Manager or Village President)

8-16-05  
(Date)

City of Muskegon, Michigan  
(City or Village)

BY: Stephen C. Vaughan  
(Local Main Street Board Chairperson)

9-15-05  
(Date)

\_\_\_\_\_  
(Local Main Street Program)

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION, a public body  
corporate**

BY: \_\_\_\_\_  
Robert Trezise, Jr., Main Street Director

\_\_\_\_\_  
(Date)

**Date:** August 9, 2005  
**To:** Honorable Mayor and City Commissioners  
**From:** Finance Director  
**RE:** Amendment to Notice of Intent Resolution

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**SUMMARY OF REQUEST:** Previously the City Commission approved a notice of intent resolution for up to \$7.5 million bonds to be used for a new central fire station and certain recreation projects. Staff is still refining the size and details of this bond issue, however, it is clear that one of the main components originally contemplated (second ice sheet) is not financially feasible. The purpose of this amendment is to add language to the notice of intent to provide flexibility to allow proceeds from this bond issue to also be used for water system improvements, in the event this becomes necessary. It appears that final filtration plant improvement project costs will be higher than originally anticipated. If cash generated from the new water rates and summer usage will be adequate to cover the additional filtration plant project costs, it will not be necessary to borrow for this purpose. Any amounts that are borrowed for water improvements would, of course, be repaid from the water fund.

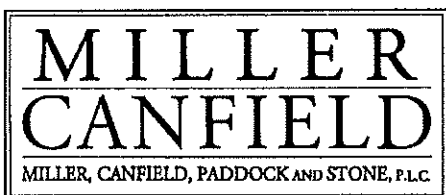
**FINANCIAL IMPACT:** The immediate cost associated with this action is the cost of republication in the *Chronicle*.

**BUDGET ACTION REQUIRED:** None at this time. The cost of the newspaper publication can be covered within the current budget. Once bonds are sold, debt service will be budgeted over the life of the bonds (20 years).

**STAFF RECOMMENDATION:** Approval of the attached resolution.

**COMMITTEE RECOMMENDATION:** There is no committee recommendation for this item.

Founded in 1852  
by Sidney Davy Miller



MICHIGAN: Ann Arbor  
Detroit • Grand Rapids  
Howell • Kalamazoo  
Lansing • Monroe • Troy

New York, NY  
Pensacola, FL  
Washington, DC

CANADA: Windsor, ON

POLAND: Gdynia  
Katowice • Warsaw

JOEL L. PIELL  
TEL: (313) 496-7518  
FAX: (313) 496-8450  
E-MAIL: [piell@millercanfield.com](mailto:piell@millercanfield.com)

150 West Jefferson, Suite 2500  
Detroit, Michigan 48226  
TEL: (313) 963-6420  
FAX: (313) 496-7500  
[www.millercanfield.com](http://www.millercanfield.com)

July 26, 2005

Mr. Timothy J. Paul  
Finance Director  
City of Muskegon  
933 Terrace St  
PO Box 536  
Muskegon, MI 49443-0536

*Via Email*

**Re: City of Muskegon**

Dear Tim:

As per your request, please find herewith attached a form of notice of intent resolution substantially identical to the notice of intent previously supplied, except that we have added water supply improvements to the purpose section.

As in the past, I would ask that this resolution be reviewed and, if acceptable, presented to the City Commission. I have assumed that the City will want to consider this at its first regular meeting in August and have worded the resolution accordingly. If my assumption is incorrect please advise, and I will change the resolution.

As you will recall a notice, which is found in the body of the resolution must be published once in the *Muskegon Chronicle* as a display ad taking up not less than one-quarter (1/4) of the page upon which it appears.

Please return to me three (3) certified copies of the resolution, and three (3) affidavits of its publication. Thank you.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: \_\_\_\_\_

Joel L. Piell

JLP/ss

cc: Mr. Warren M. Creamer, III  
DELIB:2644722.1\063684-00035

NOTICE OF INTENT RESOLUTION  
GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS

City of Muskegon  
County of Muskegon, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Muskegon, County of Muskegon, State of Michigan (the "City") held on the 9th day of August, 2005, at 5:30 o'clock p.m. Eastern Daylight Savings Time.

PRESENT: Members Carter, Davis, Gawron, Larson, Shepherd,

Spataro, and Warmington

ABSENT: Members None

The following preamble and resolution were offered by Member Larson  
and supported by Member Gawron :

WHEREAS, the City intends to issue and sell general obligation capital improvement bonds, pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) for the purpose of paying part of the cost of acquiring and constructing certain capital improvement items consisting of a new fire station, improvements to the City's water supply system and recreational improvements together with necessary related appurtenances and attachments (the "Projects"); and

WHEREAS, a notice of intent to issue bonds must be published before the issuance of the aforesaid bonds in order to comply with the requirements of Section 517 of Act 34, Public Acts of Michigan, 2001, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue bonds in The Muskegon Chronicle, a newspaper of general circulation in the City.
2. Said notice of intent shall be published as a one-quarter (1/4) page display advertisement in substantially the following form:

NOTICE TO ELECTORS  
OF THE CITY OF MUSKEGON  
OF INTENT TO ISSUE BONDS SECURED BY THE TAXING  
POWER OF THE CITY AND RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE that the City Commission of the City of Muskegon, Muskegon County, Michigan, intends to issue and sell general obligation capital improvement bonds, pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) for the purpose of paying the costs of acquiring and constructing a new fire station, water supply system improvements, and recreational improvements together with necessary and related appurtenances and attachments.

Said bonds will mature in annual installments not to exceed thirty (30) in number, with interest rates to be determined at sale but in no event to exceed seven percent (7%) per annum on the unpaid balance from time to time remaining outstanding on said bonds. The bonds may be issued in one or more series as shall be determined by the City Commission.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL AND INTEREST OF THE BONDS shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within applicable charter, statutory and constitutional limitations.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Gail Kunding  
Clerk, City of Muskegon



3. The City Commission does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the City's taxpayers and electors of this Commission's intent to issue the bonds, the purpose of the bonds, the security for the bonds, and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

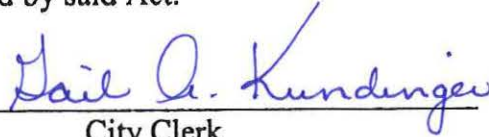
AYES: Member Carter, Davis, Gawron, Larson, Shepherd, Spataro,  
and Warmington

NAYS: Member None

RESOLUTION DECLARED ADOPTED.

Dail Q. Kundengeri  
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on August 9, 2005, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

  
\_\_\_\_\_  
City Clerk

DELIB:2563548.2\063684-00035

**Commission Meeting Date: August 9, 2005**

**Date: July 28, 2005**  
**To: Honorable Mayor and City Commissioners**  
**From: Planning & Economic Development**  
**RE: Extension of Contract to Market Seaway Industrial Park**

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**SUMMARY OF REQUEST:**

In 2004 C & A Commercial Real Estate was selected as the company to market Seaway Industrial Park properties, as well as one property located on Getty Street. A nine-month real estate agreement was originally signed by the Mayor, with a six-month extension signed by the City Manager in December 2004. Staff feels that Commission should review the performance of C & A Commercial Real Estate in order to determine if there should be another extension of the agreement for a six-month time period.

**FINANCIAL IMPACT:**

The continued timely sale and development of these properties will bring more jobs to Muskegon in the near future, thus additional income tax being generated.

**BUDGET ACTION REQUIRED:**

None.

**STAFF RECOMMENDATION:**

To approve the attached resolution and authorize the Mayor and Clerk to sign said resolution.

**COMMITTEE RECOMMENDATION:**

**MUSKEGON CITY COMMISSION**

**RESOLUTION APPROVING MARKETING CONTRACT FOR  
SEAWAY INDUSTRIAL PARK**

WHEREAS, the City of Muskegon has completed the development of Seaway Industrial Park;  
and

WHEREAS, the City of Muskegon believes it is important that the property within the park be  
sold in a timely manner; and

WHEREAS, a Request for Proposals (RFP) was solicited from area commercial real estate  
agencies for the purpose of marketing Seaway Industrial Park to a wider area; and

WHEREAS, C & A Commercial Real Estate submitted the proposal that reflects the best  
interests of the City; and

WHEREAS, an extension of the present real estate agreement is in the best interest of the City.

NOW THEREFORE BE IT RESOLVED that the Muskegon City Commission does authorize  
the Mayor to sign on behalf of the City, an extension of the real estate agreement with C  
& A Commercial Realtors for the purpose of marketing industrial property in Seaway  
Industrial Park.

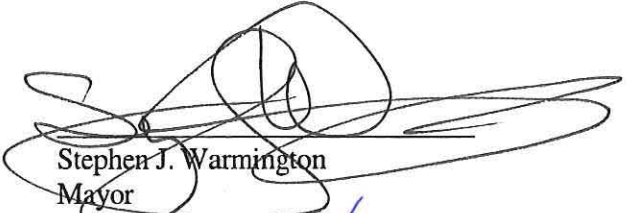
Adopted this 9<sup>th</sup> day of August 2005.

AYES: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis

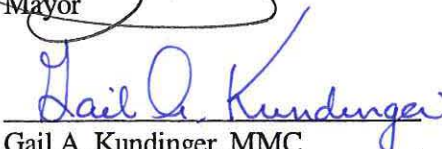
NAYS: None

ABSENT: None

BY:

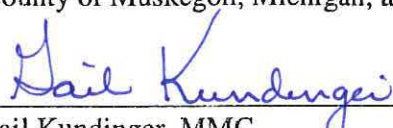
  
Stephen J. Warmington  
Mayor

ATTEST:

  
Gail A. Kunderinger, MMC  
City Clerk

**CERTIFICATION**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution  
adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular  
meeting held on August 9, 2005.

  
Gail Kunderinger, MMC  
City Clerk



To: Bryon Mazade, Cathy Brubaker-Clark  
Cc: Lona Anguilm  
From: Norm Cunningham Sr. and Dave Wendtland  
Subject: Seaway Industrial Park/Getty Street – Progress Report  
Date: July 25, 2005

We are providing this second Progress Report as a benchmark for your review, comment and consideration in extending our relationship and listing for the next six months.

1. Attached is a copy of the 12/10/04 Progress Report to avoid restating the initial startup activities and explanations of the various venues used in the marketing program for these properties. A review of this will help to understand the continued message being conveyed to prospective buyers and brokers.
2. Marketing Venues – The Marketing Program continues to provide local, state and international venues.
  - a. SWMRIC/WMLAR – The Seaway lots have been posted on the Regional MLS since listing. The incentive of 55% commission to other Brokers continues to be offered. Real Estate Agents have accessed the listings 165 times and the public 10 times.
  - b. Loopnet – Loopnet is now accessible to 700,000 members. The listings have attracted 4247 “hits” and 310 emails have been sent to prospects.
  - c. CIMLS – Continuous Posting – reporting of “hits” unavailable.
  - d. [Dealmaking@property.com](mailto:Dealmaking@property.com) – New web site listing.
  - e. Cacommercialrealty.com – New web site listing for C&A Commercial lists subject properties.
  - f. Michigan Site Network – Continuous Listing on site – reporting of “hits” unavailable.
  - g. Business Direct Weekly/West Michigan Business Review – Advertised since May 2004.
  - h. Homes Magazine – Advertised since May 2004.
  - i. Direct Mail – The enclosed letter was sent to 60 presidents/ceos in western Michigan.

3. Clients/Prospects – We have worked directly with 17 prospects and two Brokers which resulted in two sales – the Getty site and one lot in Seaway. We are currently working with 7 prospects considered “active”. We also presented one offer which was rejected.
4. Muskegon Area First – Packets have been furnished without concrete results to date.

We continue to believe that the Marketing Program we have instituted for Seaway Industrial Park is comprehensive and although producing only two sales to date, should be continued through extension of the listing agreement for the next six months. We continue to search for additional web sites to list our properties as the number of internet initiated searches for real estate continues to rise and is estimated at between 50-60% today.

Although the direct mailings did not produce a response, we would anticipate another mailing to 50-60 Michigan companies.

We look forward to discussions of this report and any recommended changes City Staff believes beneficial to the program.

We can also report that we are experiencing greater activity by buyers and sellers in the Muskegon Area in the past quarter as compared to the previous year which translates to better economic conditions and a higher potential for sales.

Sincerely,

Norman Cunningham Sr.

David L. Wendtland



To: Bryon Mazade, Cathy Brubaker-Clark  
CC: Lona Anguilm  
From: Norm Cunningham Sr. and Dave Wendtland  
Subject: Seaway Drive Industrial Park/Getty Street Property – Progress Report  
Date: 12/10/04

Although we have maintained regular direct personal contact with Lona Anguilm as the designated City Representative concerning the marketing, potential clients and sale of lots in the Seaway Industrial Park since the contract was executed, we are providing this Progress Report as a benchmark for your review, comment and consideration in extending our relationship.

1. Listing Agreement – The City and C&A successfully negotiated the terms of the Listing Agreement upon approval by the City Commission of the Proposal submitted by C&A. The agreement provides for an incentive not usually found in Listing Agreements to attract other Brokers – a sharing of any commissions on a 55%/45% basis versus 50/50 basis.
2. Listing Packet – A comprehensive Marketing Packet was prepared with significant effort by City Staff and C&A to attract potential prospects. The Investment Schedule, Sample Development Agreement, Site Plan and Alley Utility Easement Vacation provide specific information to prospects before negotiations begin. This has resulted in reducing time needed to arrive at acceptable purchase agreements and as importantly good faith efforts between C&A, City Staff and Prospects.
3. Marketing Venues – Overall C&A has exceeded the Marketing Program in its proposal through expanded use of commercial advertising web sites as well as continuous use of standard marketing programs.
  - a. SWMRIC – The Seaway Lots have been posted on the Regional MLS since listing. This provides for access for all Brokers and contains the incentive noted above.
  - b. Loopnet – Loopnet Posting is the national network for commercial brokers and is accessible to over 600,000 members. To date the lots have attracted almost 3000 “hits” and 95 emails have been sent to prospects.
  - c. CIMLS – The Seaway Lots have been posted on this site as well. Unfortunately, although it is accessible by all brokers and prospects using the web, it does not track users.
  - d. Homes Magazine – C&A is the only Commercial/Industrial Broker in West

Michigan utilizing this marketing venue. Over seven thousand are distributed monthly in Muskegon, Newaygo, Oceana, and Ottawa Counties. Seaway has been prominently displayed since listing.

- e. BDW – Business Direct Weekly covers all 12 counties of West Michigan. Ads have been placed monthly for Seaway.
  - f. Illinois and Indiana Commercial – Muskegon Seaway Lots/Renaissance Zone status has been advertised to 40,000 and 26,000 recipients in Illinois and Indiana respectively beginning November.
4. Clients/Prospects – Due to confidentiality requirements a list of all clients has been verbally conveyed to City representatives. It totals thirteen (13) in all of which six (6) are no longer active, three (3) are active and four (4) have resulted in Sales Agreements of which two (2) have closed and two (2) are pending. More detailed information has been discussed with City staff for each Client.
- a. R Walker Construction Company purchased 1537 Getty for the listed price. Fastenal Corporation will be moving their business operations to a new facility and creating 10-12 jobs in the City.
  - b. Shultz Trucking purchased Lot # and has reestablished its business operations in Seaway, from Muskegon Heights.
  - c. Ginman Tire has a purchase agreement for lot #1. The offer has been extended for financing reasons. As of 12/13/04 it appears this will close in January.

As noted above a significant amount of time effort and money has been expended to market, negotiate and close sales in Seaway Drive Industrial Park and the Getty Street Lot. We have made significant progress in marketing not only these properties but also the City of Muskegon. We would anticipate this effort and level of interest of prospects to increase now that some of the initial “start up” issues have been successfully accomplished.

We look forward to negotiating an extension to our current listing agreement, a continuing good working relationship with the City and continuing what we believe is a successful rewarding track record. Enclosed is the extension agreement for your review. If you have any questions or need further information, do not hesitate to call.

Sincerely,

Norman Cunningham Sr.

David Wendtland



**Commission Meeting Date: August 9, 2005**

**Date: August 2, 2005**

**To: Honorable Mayor & City Commission**

**From: Planning & Economic Development Department** *CBC*

**RE: Directional Signage**

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SUMMARY OF REQUEST: To approve the location of directional signage in Muskegon (see attached) and allow the signs to be placed in City right-of-way, with the conditions outlined in the correspondence from Cindy Larsen, Chamber of Commerce President.

FINANCIAL IMPACT: The Chamber will be providing the signs with an additional amount of funding for future maintenance of the signs.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the locations of the signs and accept the signs and maintenance funding from the Chamber of Commerce.

COMMITTEE RECOMMENDATION: None.



July 25, 2005

Mayor Steve Warmington  
City of Muskegon  
933 Terrace Street  
Muskegon, MI 49440

Dear Mayor Steve Warmington,

Congratulations! We are pleased to inform you that (the City of Muskegon) has been sponsored to participate in the Muskegon County "Wayfinding" signage system. This beautiful signage system has been developed to enhance our community by providing welcome messages and directional information to area residents and visitors. The signs are unique, colorful and of great quality to last approximately 20 years.

A group of non-profit organizations coordinated by the Muskegon Area Chamber of Commerce is implementing the "Wayfinding" signage system. Thanks to the attached lists of organizations, signs are being donated to your community.

We ask that you review the following issues before agreeing to participate in the program.

- A small maintenance fund is being donated to you along with the signs (see attached document for amount).
- The signs will be delivered and installed at locations agreed upon by your municipality and the donating organization.
- The sign will be the property of your municipality and you will be responsible for insurance and future maintenance.
- You will be responsible for relocation of a sign should that be necessary in the unforeseeable future.

We look forward to working with you on this "Wayfinding" signage system. You are welcome to add additional signage to your community through this program.

Please see the enclosed photographs, sign location map, financial supporters list, and other detailed information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cindy Larsen', written over a circular stamp or seal.

Cindy Larsen  
President  
Muskegon Area Chamber of Commerce

PROPERTY OF VALLEY CITY SIGN

PROPERTY OF VALLEY CITY SIGN

PROPERTY OF VALLEY CITY SIGN



#### NON-ILLUMINATED CABINET

- Series 7 Bleed body #1570 w/bleed retainer.OBO aluminum face to be painted one(1) green color and have (4) four colors of surface applied vinyl.
- O" set reveal to be painted one green color

#### POST:

- Four Radius Posts to be painted one(1) green color. Two posts to go on the outside and two to go on the inside underneath the sign to create a round post.

Customer Signature: \_\_\_\_\_

These designs, details and plans represented herein are the property of Valley City Sign, specifically developed for your personal use in connection with the project being planned for you by Valley City Sign. It is not to be shown to anyone outside of your organization, nor are they to be used, reproduced, exhibited or copied in any fashion whatsoever. All or any part of this design (excepting registered trademarks) remains the property of Valley City Sign.

#### DRAWING #129,660A

SCALE: 3/4"=1" SQ. FOOTAGE OF SIGN:  
Number of Signs:2

|                           |              |
|---------------------------|--------------|
| PROJECT: City of Muskegon | DESIGNER: RW |
| DATE: 4.4.04              | REVISIONS:   |
| HOURS: 1.5                | SALES: 28    |







#### TOP PANEL

- .125 Routed aluminum shape, to be painted (1) one color and have (2) two colors of vinyl surface applied. Routed shape to be attached to top of post.
- Each district will have a different top panel.

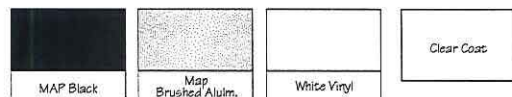
#### PANELS:

- .100 aluminum panels to be painted (1) one color and have surface applied vinyl for type and arrow. Panels to be mounted to posts.

#### POST:

- One 4" diameter post to be painted MAP Black.
- Installation to be determined.

Two (2) of the routed panels will have two (2) vinyl colors one (1) will have three (3).



Customer Signature \_\_\_\_\_

This drawing is defined as PROPRIETARY INFORMATION, all information, written or graphical that is provided to the client by Valley City Sign is used to establish a business relationship and should not be disclosed, copied, revealed to any other parties. These designs, details and plans represented herein are the property of Valley City Sign; specifically developed for your personal use in connection with the project being planned for you by Valley City Sign. It is not to be shown to anyone outside of your organization, nor are they to be used, reproduced, exhibited or copied in any fashion whatsoever. All or any part of this design (excepting registered trademarks) remains the property of Valley City Sign.

#### DRAWING #129,655

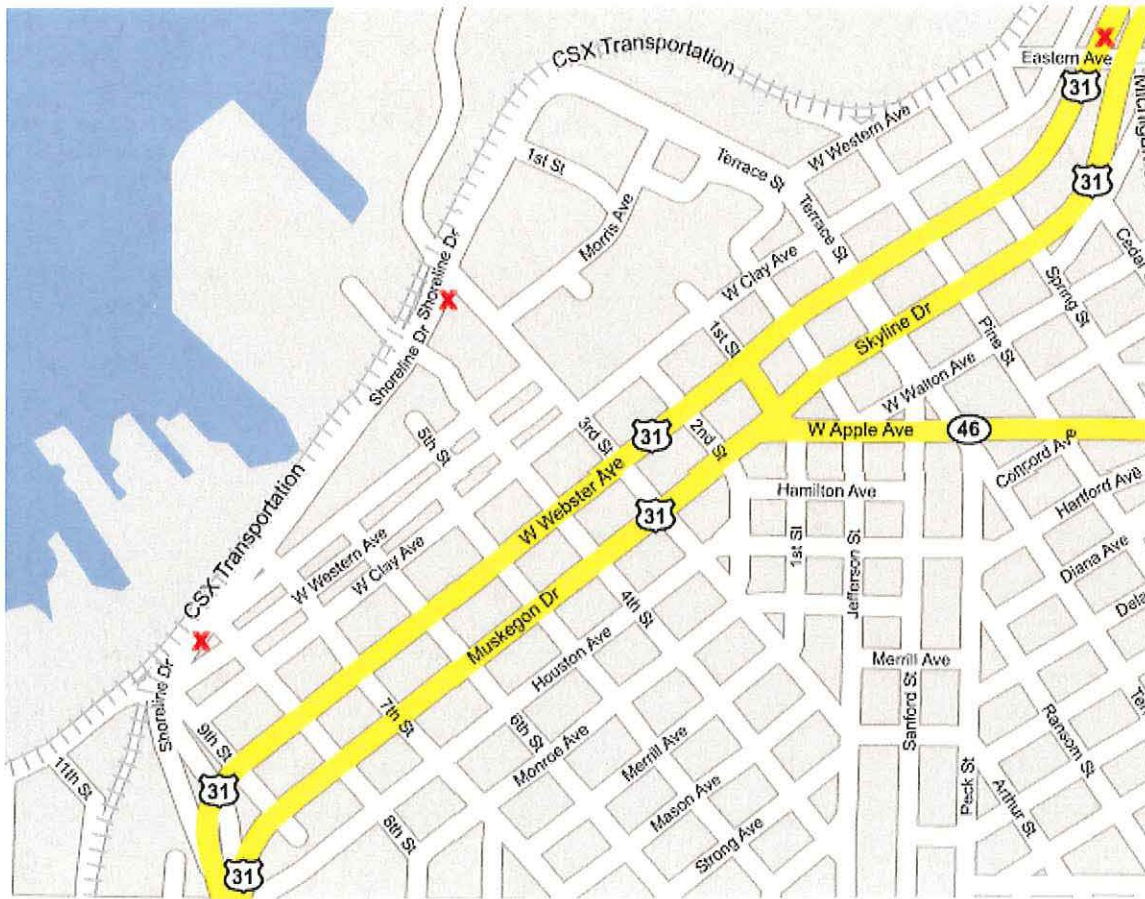
SCALE: 3/4"=1" SQ. FOOTAGE OF SIGN:

Number of signs: 24

|          |                  |            |    |
|----------|------------------|------------|----|
| PROJECT: | City of Muskegon | DESIGNER:  | RW |
| DATE:    | 5.4.04           | REVISIONS: |    |
| HOURS:   | 2.5              | SALES:     | 38 |



## Downtown Signs



Downtown – Gateway – Shoreline and 7th





Downtown – Gateway – Shoreline and Webster

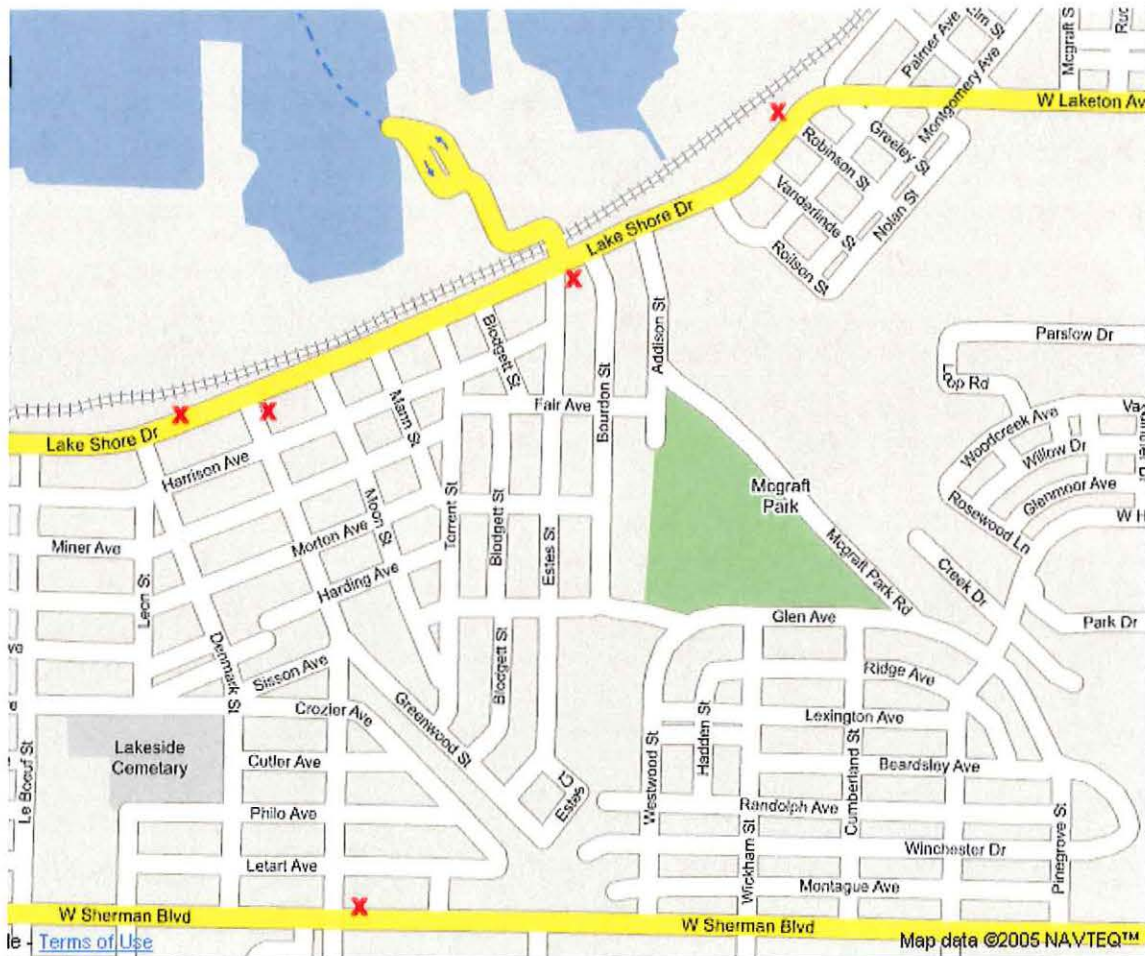


Downtown – Directional – 3<sup>rd</sup> and Shoreline





## Lakeside Signs



Lakeside – Directional – Laketon and McCracken



Lakeside – Directional – Lakeshore across from Wasserman's



Lakeside – Directional – Lakeshore at Ferry Exit





Lakeside – Directional – Lakeshore and McCracken



Lakeside – Directional – Lakeshore and Denmark





## Beach Signs



Beach – Directional – Sherman and Beach



## Beach – Directional – Lakeshore and Edgewater

