

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 27, 2014

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes. CITY CLERK
 - B. 2014-2017 Water Treatment Chemical Bids. PUBLIC WORKS
 - C. Contract for Mowing Services. PLANNING & ECONOMIC DEVELOPMENT
 - D. Scott and Joes World Dogs Concession Contract for City of Muskegon Parks. PUBLIC WORKS
 - E. Concession Contract for City of Muskegon Parks. PUBLIC WORKS
 - F. Operations Management Contract: Farmers' Market Commercial Kitchen. PLANNING & ECONOMIC DEVELOPMENT
 - G. 2014-2015 Michigan Municipal League Membership Dues. CITY CLERK
 - H. Approval of Building Contract for 2355 Lincoln. COMMUNITY & NEIGHBORHOOD SERVICES
- ☐ **PUBLIC HEARINGS:**
 - A. Request for the Establishment of an Industrial Development District at 2306, 2320, and 2350 S. Getty Street. PLANNING & ECONOMIC DEVELOPMENT
- ☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

Date: May 27, 2014
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the May 12th Commission Worksession Meeting, and the May 13th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
May 12, 2014
City Commission Chambers
5:30 PM

MINUTES

2014-34

Present: Commissioners Rinsema-Sybenga, Gawron, Johnson, German, Turnquist, and Spataro.

Absent: Hood.

Sister Cities Presentation.

Ann Cummings, City Clerk, announced a Celebrity Waiter Fundraiser for Sister Cities on Thursday, June 19, 2014.

2014-15 Healthcare Renewal.

It is time to renew the City's healthcare coverage for 2014-15 plan year (6/1/14/-5/31/15). Renewal premiums for the city's current healthcare program came in at an 11.68% increase over the current year. However, by changing to an 80/20 coinsurance plan and increasing the deductible from \$1,000/\$2,000 to \$2,000/\$4,000, the net result is a premium decrease of 2.62% from the current year. Last year we experienced a 5.04% increase and in 2012-13 the increase was 7.9%. In comparative terms, many employers are experiencing sharp double-digit rate increases. Also, the City's healthcare costs remain well below the "hard cap limits" set by PA 152 and remain cost competitive with the standards set by EVIP for new hires. These are good independent indicators that the City's program is cost-effective.

For 2014-15, the City will continue to pay the HRA deductible if the employee and spouse completed the four-step wellness initiative prior to April 30th; non-participants in the wellness program will continue to pay the first \$500 (single)/\$1,000 (double/family) of the deductible.

Julie Balgoolyn, the city's insurance representative, stated nine city employees reached the deductible last year. The 80/20 will take place once the deductible is met. Most employees will not realize a significant difference.

Derick Smith, Finance Director, explained the overall program.

This item will be placed on the May 13, 2014 City Commission meeting for Consideration.

Civil Service Recommendations.

The Civil Service Commission is proposing the Commission consider placing a question on the ballot eliminating the rule of three under the current Civil Service rules. The rule of three allows the top three candidates with the highest scores to be interviewed by a department. The department must select one of the three. Under the new proposal, all qualified applicants with a passable score may be considered for hire.

The City Commission has asked that ballot language be drafted for review.

Beach Warning System.

Westshore Emergency Systems, Allendale, Michigan, is currently creating a system similar to an advanced weather alert system for the beach. If approved, the system, a cement tower that is 30 feet tall, would be placed at the breakwater at Pere Marquette and by the Water Filtration plant.

Several lights would activate when the waves hit three feet or more. A very clear and concise chime would be heard on the beach when the system is activated. It would be activated during the most popular times to swim, but not in the evenings. The system could be in place by mid July. It is a pilot program and is estimated to cost between \$60,000 and \$70,000. Annual maintenance is estimated to be \$800. Some private donors have indicated they would donate towards this endeavor.

Commissioners requested staff to continue research into a system that may fit the needs of the city.

Adjournment.

Motion by Commissioner German, seconded by Commissioner Spataro to adjourn at 6:31 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 13, 2014

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, May 13, 2014.

Mayor Gawron opened the meeting with a prayer from Vice Mayor Spataro after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Vice Mayor Lawrence Spataro, Commissioners Willie German, Dan Rinsema-Sybenga, Byron Turnquist, and Ken Johnson, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

Absent: Commissioner Eric Hood (excused)

2014-35 HONORS AND AWARDS:

A. Muskegon High School Big Reds Basketball Team – 2014 State Champions.

B. Deshaun Thrower – Hal Schram Mr. Basketball Trophy.

Mayor Gawron congratulated the coach and members of the Muskegon High School Big Reds Basketball Team as the 2014 State Champions. Deshaun Thrower was unable to attend the meeting due to being away at school.

2014-36 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the April 22nd City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Memorandum of Understanding – Justice Assistance Grant. PUBLIC

SAFETY

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission authorize the Director and the City Manager to enter into an agreement with the City of Muskegon Heights and Muskegon County in regards to the disbursement of the FY 2014 Justice Assistance Grant. It is further requested that the Mayor be authorized to sign the Memorandum of Understanding. Note that time is of the essence as this grant requires a 30 day governing body review period before the grant submission and the grant deadline is June 10.

Although the Bureau of Justice Assistance has designated us as being in a disparate funding situation due to the County providing more than 50% of the jail facilities, our proposal is to keep the allocations exactly as they initially came down from the BJA which is as follows: County of Muskegon \$0; City of Muskegon \$30,709 and City of Muskegon Heights \$19,903. Note that BJA uses crime data versus population in making these allocation decisions.

The City of Muskegon portion is planned to be used in continuation of the manner in which the previous year's JAG funding was used which is for the prosecution of city ordinance cases dealing primarily with neighborhood issues. A prosecutor was hired specifically for this under a previous fiscal year JAG Grant.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of this request.

D. Interlocal Agreement – 2014 Port Security Grant. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission authorize the Director and the City Manager to enter into an agreement with the County of Muskegon in regards to the 2014 Port Security Grant. It is further requested that the Mayor be authorized to sign the Interlocal Agreement.

The City of Muskegon portion of this project will be approximately \$90,000 and is planned for Fire Communications Equipment and Police Cyber-Crime Equipment and Training. The grant requires a 25% local match. Thus the federal dollars will be approximately \$67,500 and the local match approximately \$22,500.

FINANCIAL IMPACT: The local match is planned to either come from existing budget line items or to be in-kind.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of this request.

E. Farmers' Market – ATM Lease. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Fifth Third Bank has donated a significant amount to the new downtown Muskegon Farmers' Market. They also anticipate partnering with the Farmers' Market in the future for educational endeavors and events. Due to this partnership, Fifth Third is providing an ATM at the new Farmers' Market. The location of the ATM will be to the north of the main entrance to the Farmers' Market building office/commercial kitchen.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the lease agreement and authorize the Mayor and Clerk's signatures.

G. Finance Division Restructure. FINANCE

SUMMARY OF REQUEST: As described in the memo, staff is recommending the restructure of the Finance Division. The main elements of this restructure are: 1) appointment of Kenneth Grant as City Treasurer, 2) elimination of the Income Tax Administrator/Deputy Treasurer position to be replaced with the Treasury Services Supervisor position.

FINANCIAL IMPACT: The proposed restructure will save approximately \$33,000 annually.

BUDGET ACTION REQUIRED: We anticipate this restructure to be incorporated into the 2015 budget process.

STAFF RECOMMENDATION: Approval.

I. Charter Communications – METRO Act Permit. ENGINEERING

SUMMARY OF REQUEST: Approve the request for a permit from Charter Communications and authorize the Mayor to sign the permit.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the permit and sign the documents.

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

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

Nays: None

MOTION PASSES

2014-37 ITEMS REMOVED FROM THE CONSENT AGENDA

C. Memorandum of Understanding – 2014 Project Safe Neighborhoods.
PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission authorize the Director and the City Manager to enter into an agreement with the County of Muskegon and City of Muskegon Heights in regards to the 2014 Violent Gang and Gun Reduction (Project Safe Neighborhoods) Grant. It is further requested that the Mayor be authorized to sign the Memorandum of Understanding on behalf of the City of Muskegon.

The City of Muskegon portion of this project, should the grant be approved, will be \$60,640 which will be used for targeted enforcement activities at gang/gun crimes as well as analysis leading to those areas needing this targeted enforcement, above what would be possible under our regular budget.

This is a multijurisdictional project involving the County Prosecutor, Muskegon and Muskegon Heights Police Departments, the U.S. Attorney's Office as well as other agencies to address not only the enforcement piece but also the prosecution of gang and gun activities at the highest level possible. The total grant amount being applied for is \$300,000.

FINANCIAL IMPACT: None, this grant does not require a match.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of this request.

Motion by Vice Mayor Spataro, second by Commissioner German to adopt the agreement regarding the Safe Neighborhoods Grant.

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

Nays: None

MOTION PASSES

F. Farmers' Market – First Amendment to Purchase Agreement.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Due to the weather conditions during the winter of 2013-2014, the construction of the new downtown Farmers' Market has taken longer than anticipated. Although the Farmers' Market was able to open as scheduled, on May 3, 2014, the entire construction will not be complete until just prior to the Grand Opening on May 24, 2014. Therefore, it was necessary to enter into an "Amendment to Purchase Agreement". The Amendment allows for the Farmers' Market operation prior to the official closing on the property, with the City "fully responsible for any and all liability related to operating the farmers' market" during that time. The closing is moved to July 3, 2014, or before.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the "First Amendment to Purchase Agreement" and authorize the City Manager's signature (after the fact).

Motion by Commissioner German, second by Commissioner Johnson to approve the "First Amendment to Purchase Agreement" and authorize the City Manager's signature after the fact.

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

Nays: None

MOTION PASSES

H. Small Distiller License. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Cody Wasilchenko, Distillery 43 LLC, for a Small Distiller License to be located at 435-441 W. Western Avenue.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

Motion by Vice Mayor Spataro, second by Commissioner Rinsema-Sybenga to approve the small distiller license request.

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

Nays: None

MOTION PASSES

2014-38 NEW BUSINESS:

A. 2014-2015 Healthcare Renewal. FINANCE

SUMMARY OF REQUEST: It is time to renew the City's healthcare coverage for 2014-15 plan year (6/1/14- 5/31/15). Renewal premiums for the City's current healthcare program came in at an 11.68% increase over the current year. However, by changing to an 80/20 coinsurance plan and increasing the deductible from \$1,000/\$2,000 to \$2,000/\$4,000, the net result is a premium decrease of 2.62% from the current year. Last year we experienced a 5.04% increase and in 2012-13 the increase was 7.90%. In comparative terms, many employers are experiencing sharp double-digit rate increases. Also, the City's healthcare costs remain well below the "hard cap limits" set by PA 152 and

remain cost competitive with the standards set by EVIP for new hires. These are good independent indicators that the City's program is cost-effective.

For 2014-15, the City will continue to pay the HRA deductible if the employee and spouse completed the four-step wellness initiative prior to April 30th; non-participants in the wellness program will continue to pay the first \$500 (single)/\$1,000 (double/family) of the deductible.

FINANCIAL IMPACT: Following is an estimate of gross premium costs for the Priority Health HMO program compared with the current healthcare plan year:

	2014-15			2013-14		
	Single	Double	Family	Single	Double	Family
Monthly Premium	\$ 421.37	\$ 948.08	\$ 1,137.70	\$ 432.74	\$ 973.67	1,168.40
Rate Change	(2.62%)	(2.62%)	(2.62%)	5.04%	5.04%	5.04%
Annual Premium	5,056.44	11,376.96	13,652.40	5,192.88	11,684.04	14,020.80
Current # Employees	33	34	118	33	34	118
Total Annual Premium	166,862.52	386,816.64	\$ 1,610,983.20	171,365.04	397,257.36	\$ 1,654,454.40
		2,164,662.36			2,223,076.80	
Add: HRA Deductibles Paid by City		160,000.00			134,356.52	
Less: 10% Employee Premium Copays		<u>(216,466.23)</u>			<u>(222,307.68)</u>	
Equals: Employer Cost		\$2,108,196.13			\$2,135,125.64	
	2014 PA 152 Hard Cap Limits			2013 PA 152 Hard Cap Limits		
	\$ 5,857.58	\$ 12,250.00	\$ 15,975.23	\$ 5,692.50	\$ 11,385.00	\$ 15,525.00
	193,300.14	416,500.00	1,885,077.14	187,852.50	387,090.00	1,831,950.00
		\$2,494,877.28			\$2,406,892.50	

Full-time City employees pay 10% of the above premium costs through payroll deduction.

BUDGET ACTION REQUIRED: Employee and retiree healthcare costs will be included in the forthcoming 2014-15 budget.

STAFF RECOMMENDATION: Authorize staff to execute documents with Priority Health to renew employee healthcare coverage for the coming year with an 80/20 coinsurance and \$2,000/\$4,000 deductible.

Motion by Commissioner Johnson, second by Commissioner German to authorize staff to secure agreement with Priority Health to renew employee healthcare coverage for the coming year.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 6:15 p.m.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

Date: May 27, 2014
To: Mayor and City Commission
From: Dept. of Public Works - Director
RE: 2014-2017 Water Treatment Chemical Bids

SUMMARY OF REQUEST:

Recommend endorsement of lowest responsible bidder to supply Aluminum Sulfate and Hydrofluorisilicic Acid to the water filtration plant.

FINANCIAL IMPACT:

Annual cost of \$91,875 for Aluminum Sulfate and \$31,430 for Hydrofluorisilicic Acid. (Based on average annual water pumped to mains).

BUDGET ACTION REQUIRED:

None, these treatment chemicals have been budgeted.

STAFF RECOMMENDATION:

Staff recommends the Mayor and City Commission endorse the low bids received and enter into a three year contract with USALCO as the supplier of Aluminum Sulfate and Key Chemical as the supplier of Hydrofluorisilicic Acid.

MEMORANDUM

5/27/2014

TO: M. AL-SHATEL – DPW DIRECTOR
FROM: KEVIN HERBERT- FILTRATION PLANT
RE: CHEMICAL BIDS – WATER FILTRATION

BACKGROUND

In 1996 the Water Filtration Plant began the process of competitively bidding water treatment chemicals jointly with the cities of Grand Haven, Grand Rapids, Wyoming, Muskegon Heights and Holland. The groups' bids are commonly addressed as the "West Michigan Cooperative Purchasing Group". Three water treatment chemicals are bid through the cooperative:

Sodium Hypochlorite
Hydrofluorosilicic Acid (Fluoride)
Aluminum Sulfate

CHEMICAL BIDDING FOR 2014

The competitive bidding process is performed by the City of Grand Rapids (aluminum sulfate, and hydrofluorosilicic acid) and the City of Holland (sodium hypochlorite). The sodium hypochlorite bids were presented and approved at the April 8, 2014 commission meeting for 1 year contract. The two communities have different expiration dates on chemical contracts; I am requesting approvals for the second contract bid by Grand Rapids for the aluminum sulfate and hydrofluorosilicic acid contracts for a 3 year term.

Attached are the bidding documents with the three year costs averaged.

Aluminum Sulfate:

With 33 bidders solicited, the lowest averaged yearly cost for a 3 year contract was USALCO at \$338.50/ dry ton/yr.

Hydrofluorosilicic Acid:

With 22 bidders solicited the lowest averaged yearly cost for a 3 year contract was Key Chemical at \$448.99/ton/year.

It is my recommendation that we request the Mayor and City Commission to approve the lowest cost bids as follows:

Aluminum Sulfate: USALCO for a 3 year contract at an approximated usage of 525 tons/year or \$91,875.00/ year.

Hydrofluorosilicic Acid: Key Chemical for a 3 year contract at an approximated usage of 70 tons/yr. or 31,430.00/ year.

BID TAB

BID REF #885-77-13 BID OPENING DATE: April 23, 2014 FOR: Bulk Chemicals, Aluminum Sulfate # BIDDERS SOLICITED: 33 BUYER: TW DEPT: Lake Filtration Plant	ITEM 1 Co-op Purchase		
	and Delivery, Bulk Aluminum		
	Sulfate Acid \$/Dry Ton		
	Year 1		
	Year 2		
	Year 3		
3 YEAR AVERAGE			
USALCO		\$333.00	
		\$333.00	
		\$349.50	
			\$338.50
Chemtrade Chemicals US LLC		\$450.00	
		\$460.00	
		\$470.00	
			\$460.00
Kemira Water Solutions		\$325.00	
		\$341.25	
		\$358.31	
			\$341.52

BID TAB

BID REF #885-66-08 BID OPENING DATE: March 19, 2014 FOR: Bulk Chemicals, Hydrofluorisilic Acid (HFS) # BIDDERS SOLICITED: 22 BUYER: TW DEPT: Lake Filtration Plant	ITEM 1		
	Cooperative Purchase,		
	West MI Co-Op Agencies:		
	820 tons annually,		
	Hydrofluorisilic Acid		
	\$/Ton		
Year 1			
Year 2			
Year 3			<u>3 Year Average</u>
Rowell Chemical	\$700.00		
	No Bid		
	No Bid		
PVS Nolwood	\$549.00		
	\$549.00		\$549.00
	\$549.00		
Alexander Chemical	\$512.00		
	\$512.00		
	No Bid		
Mosaic Crop Nutrition	\$479.00		
	\$479.00		\$487.00
	\$503.00		
Pennco Inc	\$443.00		
	No Bid		
	No Bid		
Key Chemical	\$448.99		
	\$448.99		\$448.99
	\$448.99		

Commission Meeting Date: May 27, 2014

Date: May 16, 2014
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Contract for Mowing Services

SUMMARY OF REQUEST:

To approve a two-year contract with the Sheldon Park Neighborhood Improvement Association for the maintenance of two City owned lots in the Sheldon Park neighborhood.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize execution of the contract. The responsibility for cleaning and mowing these lots would belong to the Association rather than the City and would extend through 2015. The City's estimated cost of \$1000.00 to maintain the lots over this period would then be donated to the Association. The neighborhood has maintained the lots for several years under similar agreements and has done a great job.

**CITY OF MUSKEGON
NEIGHBORHOOD CITY LOT MAINTENANCE AGREEMENT**

THIS AGREEMENT effective May 1, 2014 is made between the CITY OF MUSKEGON, 933 Terrace Street, Muskegon, Michigan ("City") and the SHELDON PARK NEIGHBORHOOD IMPROVEMENT ASSOCIATION, of 1128 Roberts Street, Muskegon, Michigan ("Sheldon Park"), because Sheldon Park wishes to accomplish and perpetuate the maintenance of the City owned lots on the attached Exhibit A ("the lots") for the betterment and beautification of their neighborhood, and because the City wishes to encourage neighborhood associations such as Sheldon Park in this way and in general involvement in the neighborhoods of the City.

THEREFORE THE PARTIES AGREE:

1. **Maintenance of the City Lots.** Sheldon Park shall maintain the lots, by mowing or by any other action required, and use its best efforts to ensure that the properties are maintained in accordance with applicable City codes and ordinances.
2. **Compensation.** In return for Sheldon Park's services and its interest in the neighborhood, the City agrees to pay the sum of \$1000.00 to Sheldon Park, for its general purposes including but not limited to materials and improvements on the lots, but further for the general purposes of Sheldon Park in its work as a neighborhood improvement association.
3. **Special Conditions.**
 - 3.1 Sheldon Park agrees that it will not employ persons to accomplish the maintenance of the lots, but that members of Sheldon Park will do the work. The persons actually accomplishing the services or services related to the work on the lots shall not be compensated, except to reimburse any personal out-of-pocket expenditure in connection with the work.
 - 3.2 Sheldon Park agrees that it has inspected the lots, and further has determined that there are no hazards or dangerous conditions on the lots that may be expected to cause injury. In the event that Sheldon Park or any of its volunteers becomes aware of any such condition, Sheldon Park agrees to notify the City immediately.
 - 3.3 Sheldon Park agrees to obtain a waiver on the form attached as Exhibit B from each person performing the work as a volunteer and deliver the same to the City before said volunteer's work begins.

3.4 The persons volunteering to do the work shall not be considered City employees. They shall not be subject to City control or supervision. However, each volunteer working on behalf of Sheldon Park shall be considered a volunteer acting on behalf of a governmental agency for purposes of meeting the requirements of MCL Section 691.1407, which provides immunity from tort liability for an injury to a person or damage to property caused by a volunteer while acting on behalf of a governmental agency.

3.5 Sheldon Park shall maintain records of all volunteers who work on the lots, including the amount of time spent, the date completed and the type of work performed. Said records shall be made available to the City upon request.

4. **Term of the Agreement.** This agreement shall have a term of May 1, 2014 through December 31, 2015. Payments for work completed shall be made at reasonable intervals during the term of this agreement. Continuing payment shall be contingent upon satisfactory completion of all necessary work. Either party may terminate this agreement with 30 days advance notice.

IN WITNESS WHEREOF, the parties execute this agreement effective on the date set forth above.

CITY OF MUSKEGON

Dated: _____, 2013

By _____
Steve Gawron
Vice-Mayor

Dated: _____, 2013

By _____
Ann Marie Cummings, MMC
City Clerk

THE SHELDON PARK NEIGHBORHOOD
IMPROVEMENT ASSOCIATION

Dated: _____, 2013

By _____

Its _____

EXHIBIT A

LOCATION AND LEGAL DESCRIPTIONS OF CITY LOTS

Parcel # 24-190-001-0001-00

Northwest corner of Evanston and Oak Grove Street

Castenholz Grove Annex
Lots 2 to 6 Incl Blk 1

Parcel # 24-750-000-0003-00

South side of McLaughlin Avenue just east of Burton Road

Samburt Park Addition
Lot 3 & W ½ Lot 4

EXHIBIT B

WAIVER

I, _____ of _____
_____, Muskegon, Michigan, do hereby waive any and all claims against
the City of Muskegon which may arise as a result of my suffering any injuries or damages
in the course of my working on City property pursuant to an agreement between the
Sheldon Park Neighborhood Improvement Association and the City of Muskegon, for the
maintenance and improvement of the City property. I expressly state that I am working as
a volunteer, without any remuneration, and that I am aware of the condition of the
properties upon which I will be working.

Dated: _____, 201__

WITNESSES:

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: May 27, 2014

SUBJECT: Scott and Joes World Dogs Concession Contract for City of Muskegon Parks.

SUMMARY OF REQUEST:

Staff is asking permission to enter into 1-year contractual agreement with Joe Ives of “Scott and Joes World Dogs” at Pere Marquette Park, located within the City of Muskegon, to sell hot dogs and other snacks/drinks from a mobile self-contained food trailer.

FINANCIAL IMPACT:

Concession revenue is 10% of gross receipts.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize DPW staff to enter into concession agreement with Joe Ives of Scott and Joes World Dogs.

COMMITTEE RECOMMENDATION:

Scott N Joes World Dogs

Chicago Dog

Relish, mustard, onions, pickle, tomatoes, sport peppers \$3.50
Celery salt, on a poppy seed bun

Mexican Dog

Chili sauce, cheese, salsa, green chilies, tortilla chips \$3.50

Southern Dog

BBQ sauce, chili sauce, coleslaw, pickle \$3.00

American Dog

Chili sauce, cheese, relish, mustard, onions \$3.00

German Dog

Chili sauce, mustard, sauerkraut \$3.00

Carolina Dog

Chili sauce, cheese, coleslaw, onions, with old bay \$3.00

Russian Dog

Swiss cheese, sauerkraut, Russian dressing \$3.00

Plain Dog

Ketchup & mustard \$2.00

Walking Taco

Chili sauce, cheese, lettuce, tomato, onions \$2.50

Nachos

\$2.00

Fries

SM \$2.00 LG \$3.00

Candy Bars, popcorn \$1.00

Chips \$0.50

Drinks \$1.00

6/10/2013

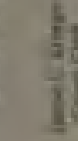
Notary Public for Michigan

6/10/2013

Notary Public for Michigan

(OFFICE OF THE COUNTY CLERK)
REGISTER OF DEEDS
VITAL RECORDS DIVISION

CERTIFIED BUSINESS REGISTRATION



State of Michigan
County Clerk

☐ Original

☒ Renewal

Name of Business Scott & Sue's World Dogs Township/City Warren, Michigan

Address of Business 8053 161st

Mailing Address if different _____

Phone: 631-953-2222 Phone: 616-1465-3337

ASSUMED NAME: ☐ OR CO-PARTNERSHIP: ☒

THE UNDERSIGNED CERTIFICATE: The Undersigned hereby certify under the provisions of P.A. 164 of Michigan for the year 1913, as amended, that

(a) The Business mentioned herein (herein "B") is a Partnership

(b) The Business mentioned herein (herein "B") is a Partnership

(c) The Business mentioned herein (herein "B") is a Partnership

(d) The Business mentioned herein (herein "B") is a Partnership

(e) The Business mentioned herein (herein "B") is a Partnership

(f) The Business mentioned herein (herein "B") is a Partnership

(g) The Business mentioned herein (herein "B") is a Partnership

(h) The Business mentioned herein (herein "B") is a Partnership

(i) The Business mentioned herein (herein "B") is a Partnership

(j) The Business mentioned herein (herein "B") is a Partnership

(k) The Business mentioned herein (herein "B") is a Partnership

(l) The Business mentioned herein (herein "B") is a Partnership

(m) The Business mentioned herein (herein "B") is a Partnership

(n) The Business mentioned herein (herein "B") is a Partnership

(o) The Business mentioned herein (herein "B") is a Partnership

(p) The Business mentioned herein (herein "B") is a Partnership

(q) The Business mentioned herein (herein "B") is a Partnership

(r) The Business mentioned herein (herein "B") is a Partnership

(s) The Business mentioned herein (herein "B") is a Partnership

(t) The Business mentioned herein (herein "B") is a Partnership

(u) The Business mentioned herein (herein "B") is a Partnership

LICENSE NO. SST4170039295



EXPIRES: 4/30/2015

ISSUED BY THE MICHIGAN DEPARTMENT OF
AGRICULTURE TO OPERATE A FOOD SERVICE
ESTABLISHMENT UNDER THE PROVISIONS OF
THE MICHIGAN FOOD LAW BEING ACT 92 OF
THE PUBLIC ACTS OF 2000.

15053 161ST GRAND HAVEN 49417

THIS LICENSE IS NOT TRANSFERABLE
AS TO PERSON OR PLACE. NOTIFY
THE LOCAL HEALTH DEPARTMENT
PRIOR TO CHANGE OF OWNERSHIP.
{SECTION 4123}

RESTRICTIONS OR CONDITIONS :

IS GRANTED TO: **JOSEPH PAUL IVES**

SCOTT AND JOES WORLD DOGS
15053 161ST
GRAND HAVEN, MI 49417

DIRECT INQUIRIES TO: OTTAWA COUNTY HEALTH DEPT 4170

OPERATOR COPY **FAILURE TO POST IN A CONSPICUOUS PLACE IS A MISDEMEANOR SECTION [4119]** FI-210 (1/2005)



Tailored Protection Policy Receipt

Date 06/11/2013

CLIENT:

Joseph Ives
15233 161ST AVE
GRAND HAVEN, MI 49417-9436

Agency Code: 01-0638-00

AGENCY

IPPEL INSURANCE AGENCY INC
317 S BEECHTREE ST
GRAND HAVEN, MI 49417-2003
(616) 846-3741
ippei@insurance@att.net

Policy Number: 16184305

Transaction Number: 06030

Billing Account Number: 013428405

Submission Date: 06/11/2013

Policy Term: 06/11/2013 to 06/11/2014

Company Bill Option: Quarterly

Total Premium: \$218.00

Deposit Amount: \$87.30

Method of Deposit: Agency EFT Sweep

Premium is subject to change based on Underwriting Review

AGENDA ITEM NO._____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: May 27, 2014

SUBJECT: Concession Contract for City of Muskegon Parks.

SUMMARY OF REQUEST:

Staff is asking permission to enter into 1-year contractual agreement with David Porter at Pere Marquette Park, located within the City of Muskegon, to sell various food items out of a vehicle on stationary tables and coolers.

FINANCIAL IMPACT:

Concession revenue is 10% of gross receipts.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize DPW staff to enter into concession agreement with David Porter.

COMMITTEE RECOMMENDATION:

Commission Meeting Date: May 27, 2014

Date: May 20, 2014
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Operations Management Contract: Farmers'
Market Commercial Kitchen**

SUMMARY OF REQUEST: The new Farmers' Market downtown includes a Commercial Kitchen. The intended use of the kitchen is for incubator space, as well as classroom/education. The ultimate goal is to have the Kitchen used 24/7. In order to market the facility, as well as manage the usage, collect rent, etc., a Kitchen Manager is needed. Proposals were requested for this and Pioneer Resources was the only proposal received. The City has negotiated with Pioneer Resources for their management services, with the resulting Contract. It is difficult to know exact costs and services needed at this point, since it is new for all of us. Therefore, the Contract term is only six months to start. It is anticipated that both the City and the Manager will have a better understanding of operations and costs at the end of the six month term. Meanwhile, we are confident that Pioneer is the best company to manage the Kitchen, as they have experience with food service and operations and management.

FINANCIAL IMPACT: Per the terms of the Contract, the Manager shall provide the staffing, management and operations of the facility. The City shall pay for the utility costs. The Manager shall track revenue and expenses and turn over any net proceeds to the City.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached Contract and authorize the Mayor and Clerk's signature's.

**CITY OF MUSKEGON
OPERATIONS MANAGEMENT CONTRACT
FARMERS' MARKET COMMERCIAL KITCHEN**

This is a Contract, effective May 20, 2014, for the management of the entire operations, management and promotion of the City of Muskegon Farmers' Market Commercial Kitchen ("Commercial Kitchen"), made between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City") and **Pioneer Resources** of 1145 E. Wesley Avenue, Muskegon, MI, 49442 ("Manager").

Background

The **City** is the owner of the Commercial Kitchen, located at 242 W. Western Avenue, Muskegon, Michigan, 49440 (described in Exhibit A). The **Manager** has provided the City with a proposal for its services to manage the Commercial Kitchen. In the event of any conflict, this Contract prevails over any terms in the proposal.

Therefore, the parties agree as follows:

1. Management; Operation; Maintenance. The Manager agrees to perform all acts and assume all responsibilities for the management, operation, and maintenance of the Commercial Kitchen. The Commercial Kitchen shall include the actual kitchen facilities, as well as use of the restroom within the building. The Manager's responsibilities include, but are not limited to, all operation of the buildings and their systems, complete maintenance thereof, repairs, cleaning, and snow removal (with the exception of the City's responsibilities). In addition, the Manager shall be responsible for rental and reservations for the Commercial Kitchen, including marketing the facility. The Manager is responsible for trash removal from trash cans in the facility. If graffiti appears on the building, the Manager shall notify the City and the City will remove the graffiti. The Manager's responsibility shall further include the retaining and hiring of all personnel or, if approved by the City, independent contractors, for the purpose of carrying out all the responsibilities and functions of the Manager. All Michigan Occupational Safety and Health Administration (MIOSHA) rules must be adhered to. The Manager must obtain any other necessary licenses and/or permits from the County Health Department, Department of Agriculture, etc. that are needed for its, or its clients or tenants, operations.

2. Expenses. The Manager shall provide for staffing, including one staff person from Pioneer Resources and one staff person from the County Health Department, at 10-12 hours per staff person per week, for the Commercial Kitchen, as well as marketing of the facility. The Manager shall track revenue and expenses, turning over any net proceeds to the City every three months. The City shall pay for utilities at the Commercial Kitchen and will keep track of usage. If expenditures exceed revenues, the City and the Manager shall discuss and negotiate how to move forward with the operations.

3. Manager; Agency Status. The Manager shall carry on the responsibilities set forth above, and all incidental or related performances, functions or acts, and shall pay all the said expenses for the personnel managing the facility. The Manager shall establish an Advisory Committee, consisting of members from The City of Muskegon, the Community Foundation, Downtown Muskegon Now, The Chamber of Commerce, the County Health Department and any others deemed appropriate by the City and the Manager. The Advisory Committee shall meet once a month to discuss the status and future of the Commercial Kitchen, and provide direction to the Manager.

4. Level of Performance; Standards; Prices. The Manager's performance and assumption of the responsibilities undertaken by this Contract shall be carried out and performed to the satisfaction of the

City, in its sole judgment and discretion. The Manager shall charge reasonable prices and fees for use of the Commercial Kitchen, with the goal of covering all expenses, including personnel and utilities.

5. Participants It is the intent of the City that the Commercial Kitchen shall be leased for approximately 60% incubator/entrepreneur use and 40% educational use (e.g., classes, demonstrations). The Manager will ensure these considerations are met.

6. Quarterly Reports. The Manager shall provide the City with quarterly reports detailing all income and expenditures. Manager shall also provide the City with a copy of the participant log for the Commercial Kitchen on a quarterly basis.

7. Management Fee. For its management and maintenance services, the Manager shall be entitled to keep funding to cover its own expenses. The Manager will provide any net proceeds to the City to assist with covering utility costs. The said management fee shall be the sole compensation to the Manager, and Manager shall pay all the expenses contemplated by this Contract without further payments from the City.

9. Records; Audit of Financial Information. The Manager shall afford the City at reasonable times every opportunity to examine its financial records, books, bank accounts, evidence of receipts and expenses, invoices, any computer records, and any other information deemed appropriate by the City in order to verify the receipts, uses and payment of funds by the Manager under this Contract. For said purpose the Manager shall provide the City with all necessary means to access any computer records, programs, systems, databases or other information. Copies of any information required by the City, whether on paper or by computer media, as requested by the City, shall be afforded the City within 5 business days upon its request.

10. Possession; Termination. The parties agree that possession during the term of this management contract remains with the City. The Manager shall act as an agent of the City, and its presence and possession in the Commercial Kitchen is carried on entirely on behalf of the City. This Contract shall not be construed as a lease or to give Manager any property right whatsoever in the Commercial Kitchen for any purpose. In the event of lawful termination either before the term of this Contract or at the end thereof, Manager shall vacate the premises without any notice or necessity of judicial proceedings.

11. Property; Termination. All portable property purchased by the Manager or donated to the Manager for use in the Commercial Kitchen shall remain with the City when this Agreement terminates. All property owned by the City and used by the Manager shall remain the property of the City.

12. Condition of the Premises and Property. On termination, the Manager shall deliver all the property and the premises to the City in good and useable condition, except for the effects of ordinary wear and tear. Manager shall be immediately responsible for any repairs necessary to restore any property, whether real or personal, fixtures or otherwise, to the said condition.

13. Term. The term of this Contract shall be six (6) months from the effective date, provided that either party may terminate this Contract without cause, effective upon 60 days written notice to the other party.

14. Insurance. The Manager shall obtain insurances required by the City in at least the coverage amounts set forth below. In all the following coverages except workers' compensation insurance, the City shall be named as additional insured or loss payee, and each policy shall carry the commitment by the company that no cancellation shall be effective against the City without thirty (30) days written notice to the City:

1.1. Comprehensive general liability insurance. The Manager shall obtain a comprehensive liability insurance policy through a company licensed to do business in Michigan and acceptable to the City, carrying limits of at least \$1,000,000, single limit.

1.2. Workers' compensation insurance. The Manager shall carry workers' compensation insurance in the amounts required by state law.

1.3. Other insurances. Any insurances which are available and which are especially appropriate for the operation of the Commercial Kitchen, covering liability and the cost of injuries to persons and property shall be obtained by the Manager, with liability coverages carrying at least a single limit of \$1,000,000.

15. Insurance Notices. Cancellation Notice: Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that, in order to be effective, thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

City of Muskegon
Attn: City Manager
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536

16. Assignment. The Manager may not assign this Contract. Any attempted assignment or change in entity of the Manager shall constitute a violation of this Contract and cause immediate termination in the City's discretion.

17. Hold Harmless and Indemnity. To the fullest extent permitted by law, Manager agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of it against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of it, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract.

18. Duties of the City.

18.1 Lawn Mowing; Supplies. The City shall provide the Commercial Kitchen with dumpster/s. The City shall provide for mowing around the Farmers' Market and kitchen building, only on normal business days (no weekends or Holidays); on the same schedule as other City properties downtown.

18.2 Snow Removal. The City shall remove snow from the sidewalks on normal business days (no weekends or Holidays), one time per day. A snow blower will be provided for use during other times.

18.3 Utilities. Interruption of utility service shall not result in any damages or claim against the City. Manager covenants that it will not unnecessarily use the gas, utility, and water utilities at the Center. If City determines, in its sole discretion, that Manager is using the utilities in a wasteful manner, City shall have the right to charge the Manager for the excess utility costs.

18.4 IT. The City will assist with IT at the facility.

18.5 Major Improvements and Repairs. The City is responsible for major repair and improvements to the facility, in its sole discretion.

18.6 Market Stall. The City will provide one stall for general use by the Manager (for their customers), based on availability.

19. General Provisions.

19.1 Independent Contractor. The Manager is an independent contractor and not an employee of the City. Manager is responsible for all its own personnel and all other expenses and costs as set forth in this Contract and shall not have recourse to the City for any claims involving the said expenses or costs.

19.2 Corporate Status. Manager warrants that it is a Michigan non-profit corporation in good standing and is authorized to perform this Contract.

19.3 Equal Employment Opportunity; Discrimination. The Manager shall not discriminate unlawfully against any person in violation of any law or rule of the City, the County, the State of Michigan or the federal government, in employment, services or any other respect. The Manager shall comply in each and every way with the City of Muskegon's affirmative action plans or policies, and shall never discriminate against any person based on race or any other protected status under the laws of the State or the United States.

20. Defaults. Violation of any of the provisions of this Contract by the Manager, and failure to remedy or cure such violation within thirty (30) days after written notice of such violation from the City, shall constitute default by the Manager and constitute cause for immediate termination of this Contract:

21. Non-Waiver. Failure to enforce any remedy for a breach or a violation of this Contract shall not constitute waiver of subsequent breaches or violations.

22. Remedies of the Manager. In the event the City breaches this Contract in any way, or the Manager determines that a breach or failure to observe any covenant or condition by the City has occurred, the Manager's sole remedy shall be termination of this Contract. The Manager shall not be entitled to any damages for breach of contract, or to any injunctive relief to enforce this Contract. In the event there are sums legally due to the Manager at the time of such termination they shall be paid forthwith, but no consequential damage or damages for breach shall be awarded or available to the Manager.

23. Liens. The Manager shall be responsible for protecting the Commercial Kitchen from any and all liens, mortgages, security interests or claims for any interest in any property.

24. Counterparts. This Contract may be executed in counterparts, and each set of duly delivered identical counterparts that includes all signatories shall be deemed to be one original document.

25. Governing Law. This Contract shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan.

26. No Third Party Beneficiary. This Contract shall benefit only the parties to this Contract, and not any third party.

27. Notices. All notices, approvals, consents and other communications required under this Contract shall be in writing and, except when receipt is required to start the running of a period of time, shall be deemed given: (i) when delivered in person; (ii) when sent by telephone facsimile or e-mail, (the sender shall also mail or send a "hard copy" following the facsimile or e-mail, however, the notice shall be effective upon the transmission of the facsimile or e-mail); (iii) one (1) day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or, (iv) two (2) days after posting in the United States Mail, first-class. Notices shall be sent to the parties at their address stated above.

PIONEER RESOURCES, Inc.

By: _____
Greg Scott, Executive Director

Dated: _____, 2014

CITY OF MUSKEGON

By: _____
Stephen J. Gawron, Mayor

Dated: _____, 2014

By: _____
Ann Marie Cummings, City Clerk

Dated: _____, 2014

Date: May 27, 2014
To: Honorable Mayor and City Commissioners
From: Ann Cummings, City Clerk
**RE: 2014-2015 Michigan Municipal League
Membership Dues**

SUMMARY OF REQUEST: Approval to pay the 2014-2015 MML dues in the amount of \$9,495. This is an increase of \$149.

FINANCIAL IMPACT:

MML Dues	\$8,632
Legal Defense Fund	<u>\$ 863</u>
Total	\$9,495

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.



michigan municipal league

Better Communities. Better Michigan.

May 02, 2014

Ms. Ann Marie Cummings
City Clerk
Muskegon
933 Terrace St.
PO Box 536
Muskegon, MI 49443-0536

Dear Ms. Cummings,

Thank you for your continued participation and support of the Michigan Municipal League. The League is *your* advocate for all the important issues facing local government. With the continuing challenges we face in Lansing and Washington, our work for you is even more critical. The League is leveraging our access to key leadership to fight on key issues like transportation funding, and increased revenue sharing. This past year the League was able to achieve 100% replacement for lost PPT dollars, a goal once thought unattainable. We will continue to fight for you on the issues that matter most, and support every member by leading advocacy efforts in support of municipal issues. Our Legal Defense Fund is providing advocacy of a different type as they continue to work to protect your interests in the courts and regulatory arena.

The League will remain on the cutting edge, helping forge a new Michigan. The League's Center for 21st Century Communities (21c3) is working to assist local officials in identifying, developing, and implementing programs and strategies to enhance our member communities' ability to be vibrant places for the 21st century. We provide low-cost, high quality education programs ranging from place to effective and efficient governance.

The League's Board of Trustees recognizes the strained financial conditions present in many Michigan communities. We have worked very hard over the last several years to keep dues low, resulting in *savings of over 30%*. This year we are passing along a modest 1.6% inflationary adjustment to League dues.

The true power of the League comes from the combined voices of communities across Michigan. Together we can make a real difference. Your Michigan Municipal League membership is one of the best investments your community can make. Be sure to maximize your membership by contacting us with your questions, and by actively participating at League events. Thank you for your support. We look forward to our continued partnership with your community.

Sincerely,

Daniel P. Gilmartin
Executive Director & CEO

Jacqueline K. Noonan
President, 2013-2014

Enc.



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE
MEMBERSHIP RENEWAL INVOICE

2014 - 2015

Muskegon

ID: 347

Date: 05/01/2014

Membership Period: 07/01/2014 - 06/30/2015

	<u>Current Balance</u>
* MML Dues	8,632.00
** Legal Defense Fund	863.00
	<u>\$9,495.00</u>

Total Due by July 01, 2014:
\$9,495.00

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)

* MML dues include annual subscriptions to *The Review* for your officials at \$12.00 per subscription, which is 50% of the regular subscription rate.

** 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.

See what the League can do for you by visiting www.mml.org

Michigan Municipal League
P.O. Box 7409
Ann Arbor, MI 48107-7409
800-653-2483



michigan municipal league

Member Benefits at a Glance

Advocacy of Municipal Issues

Legislative Advocacy – expert advocacy and dedicated representation at the state and federal levels on municipal issues
Legislative Committees – member advisory committees help shape League-wide positions on important matters
Legislative Link E-Newsletter – a weekly rundown of legislative activity
Inside 208 Blog – timely conversations on legislative and advocacy issues

Information

Inquiry Service – information and custom research on your municipal questions
Center for 21st Century Communities (21c3) – tools to better position your community for the 21st century
Directory of Michigan Municipal Officials – annual listing of elected and key appointed city and village officials
The Review – bimonthly magazine geared specifically to the municipal audience
Wage and Salary Database – searchable database of 143 titles, available to respondents of the annual online survey

Educational Opportunities (*member rates apply*)

Convention and Capital Conference – gain tools to improve your community and receive the latest Lansing updates
Seminars and workshops – on-site and online training opportunities
Elected Officials Academy – certification program designed to help elected officials lead in the 21st century

Documents on the League's Website

EVIP Resource Page – guidance on how to qualify for EVIP funding
E-Books, including: *Handbook for Municipal Officials* and *Handbook for General Law Village Officials*
One-Pager *Plus* Fact Sheets – easy to read summaries of common municipal topics
Sample contracts, ordinances, policies, resolutions, and Request for Proposals (RFPs)

Insurance Programs (*premiums apply*)

League Workers' Compensation Fund
League Liability and Property Pool
League Sponsored BCBSM Program
Unemployment Compensation Fund

Savings and Vendor Services

Natural Gas Purchasing Program – a program designed to reduce your gas utility costs
Telecommunications – cut your telecom costs by partnering with Abilita, a telecommunications consulting leader
U.S. Communities Government Purchasing Alliance – favorable pricing to various products and services
Business Alliance Program – vendors who provide services to the municipal market

Additional League Services (*member rates apply*)

CDL Drug and Alcohol Testing Consortium – random testing program in accordance with DOT regulations
Classified Ads – municipal job openings, as well as items for sale, on the League's website
Consulting Services – draw on the League's expertise for your management consulting needs
Executive Search Service – recruit the League to facilitate your executive search process
Legal Defense Fund (LDF) – legal assistance to LDF member municipalities in cases that have statewide impact

Questions? Contact (800) M-LEAGUE;
Access the League's website by visiting www.mml.org.

Commission Meeting Date: May 27, 2014

Date: May 21, 2014

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Building Contract for 2355 Lincoln

SUMMARY OF REQUEST: To award the Building Contract for the construction of a new home located at 2355 Lincoln to JD Fisher Builders, in the amount of \$138,270, with an additional \$3700 for bedroom/bathroom construction in the basement, for the City of Muskegon's Homebuyers Program through CNS.

CNS received 5 bids as listed on the attached memorandum and the cost estimate from our spec writer was \$142,300 base bid with an addition \$7200 for bedroom/bathroom construction in basement.

FINANCIAL IMPACT: The funding for this project has been secured through the HOME program 2013 grant allocation.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To award JD Fisher Builders the contract for the construction of 2355 Lincoln, in the amount of \$138,270 (with additional \$3700) for the Community and Neighborhood Services Department.

COMMITTEE RECOMMENDATION: None required.

MEMO



**Community and
Neighborhood Services**
City of Muskegon
933 Terrace Street
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: May 15, 2014
To: Bidding Contractors 2355 Lincoln
From: Oneata Bailey, Director of Community and Neighborhood Services
Re: Bid Results for 2355 Lincoln – New Construction

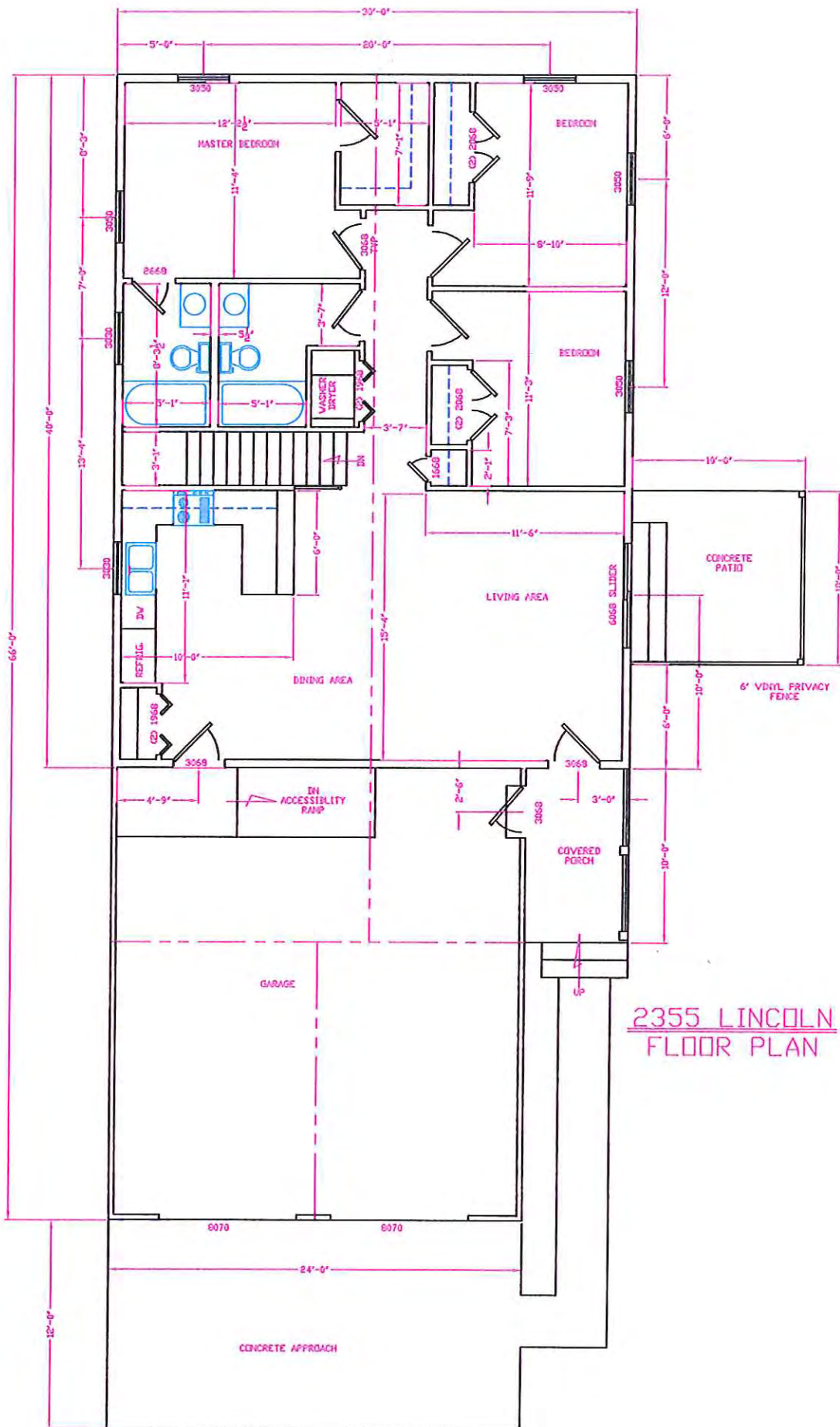
Below are the bid results for the 2355 Lincoln - New construction project recently put out to bid by the City of Muskegon CNS department.

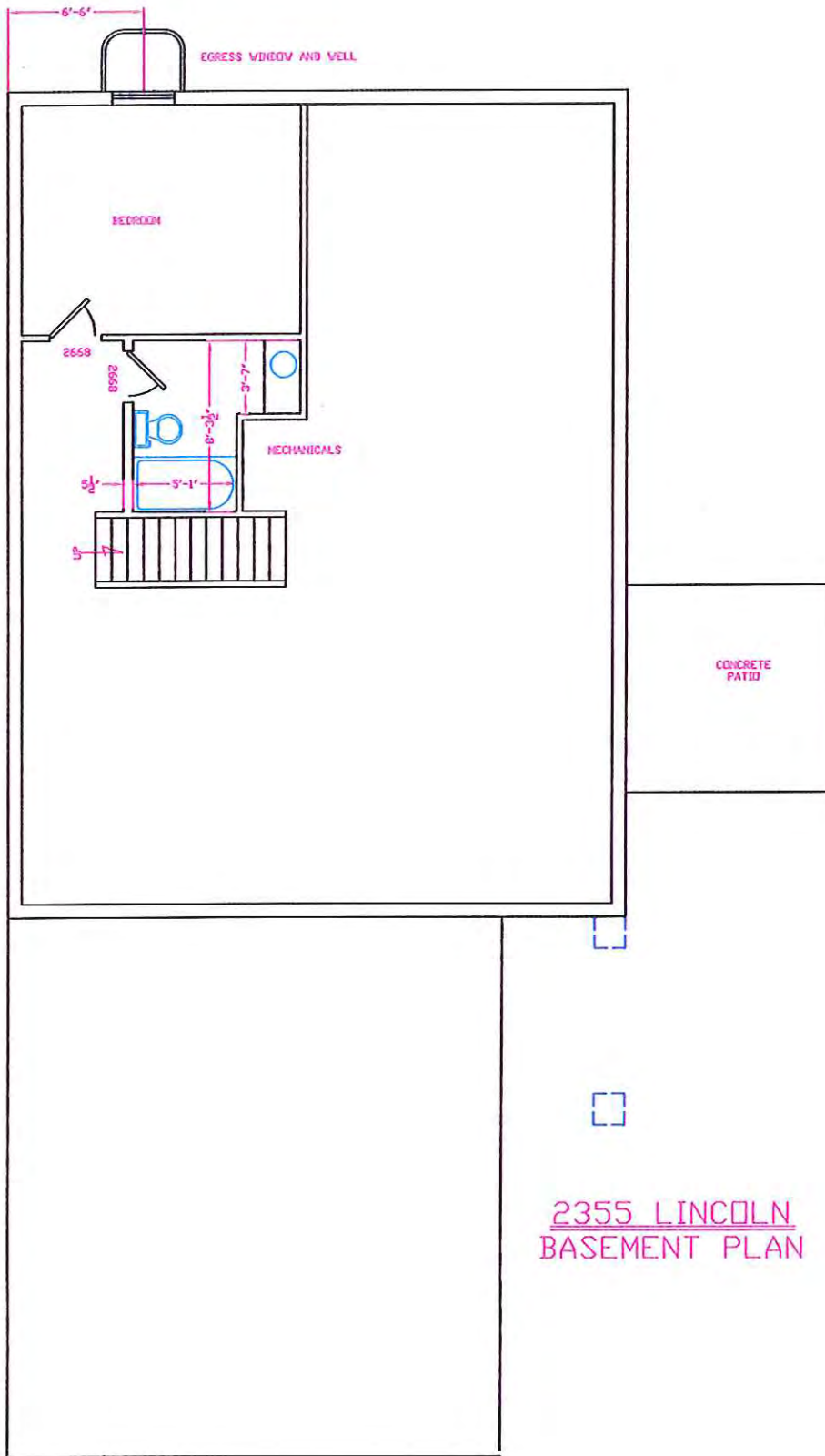
NAME OF COMPANY	BASE BID TOTAL
J D Fisher Builders	\$138,270.00
TK Construction of Michigan LLC	\$149,083.47
RJM Remodeling	\$152,702.00
ALLR Contracting	\$167,000.00
Kramer Builders	\$167,330.00

We will be reviewing the bids for accuracy and evaluating the past workmanship, ability to finish projects on time, etc.

If you have any questions, please contact me at 231-724-6717.

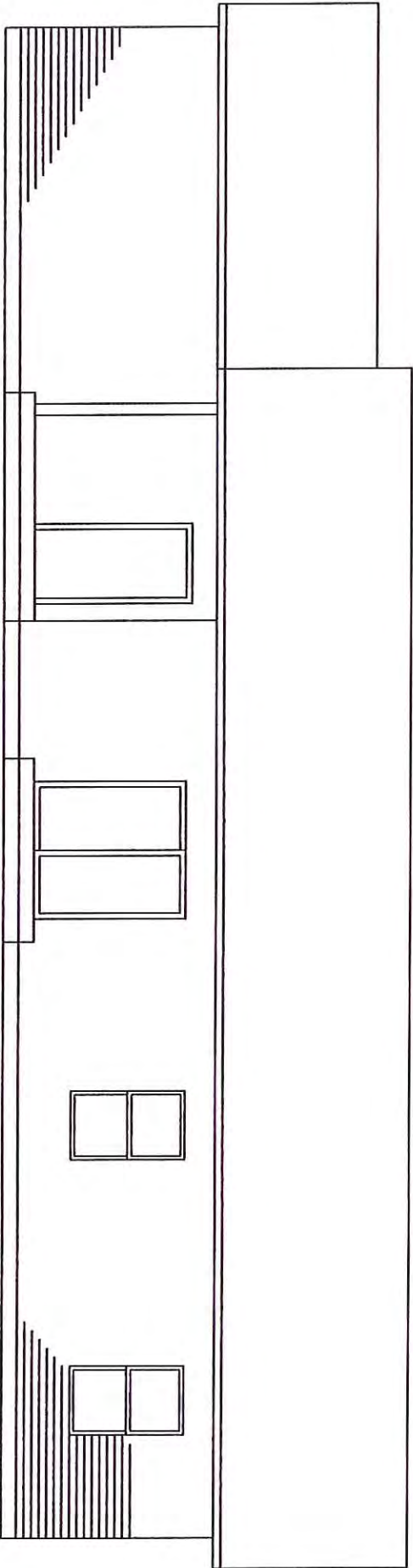
OB/lh



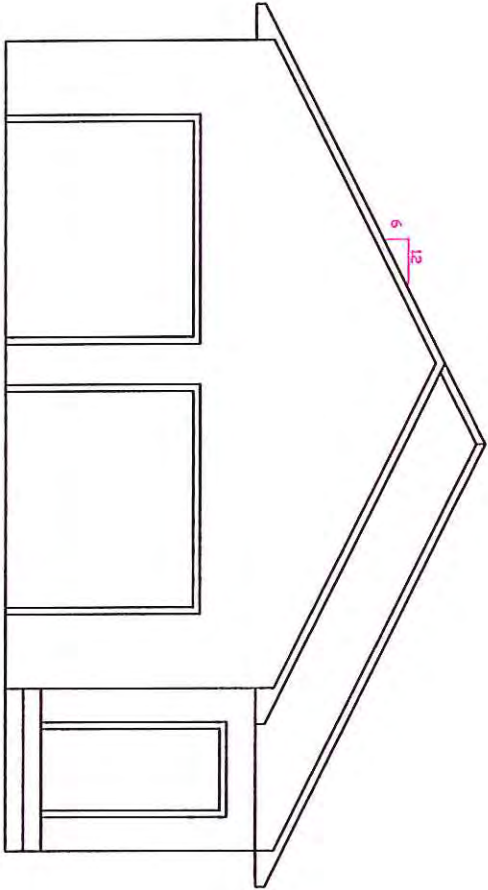


HARDING STREET

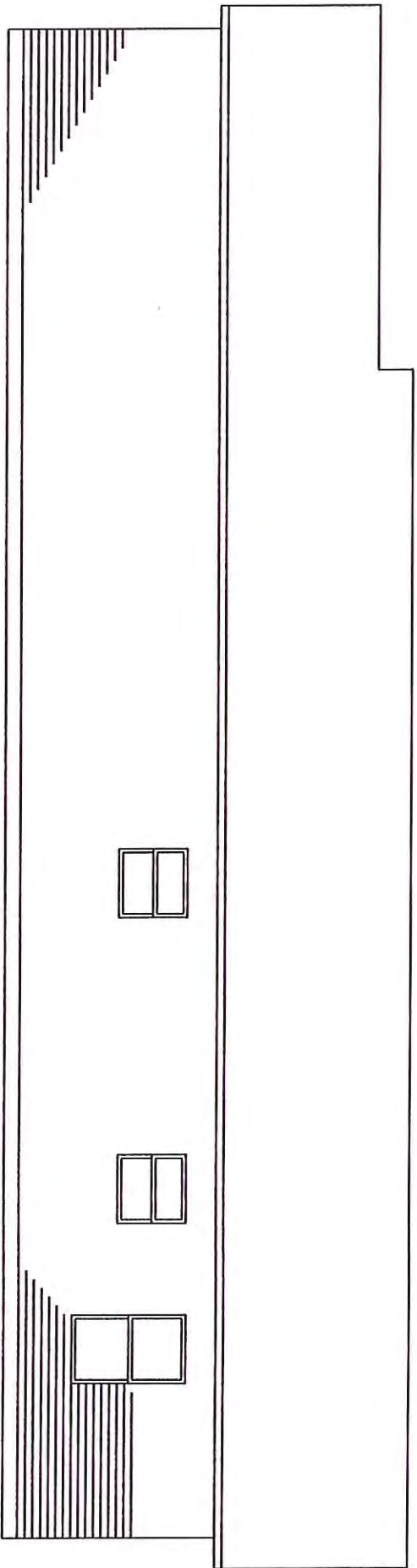
LINCOLN STREET



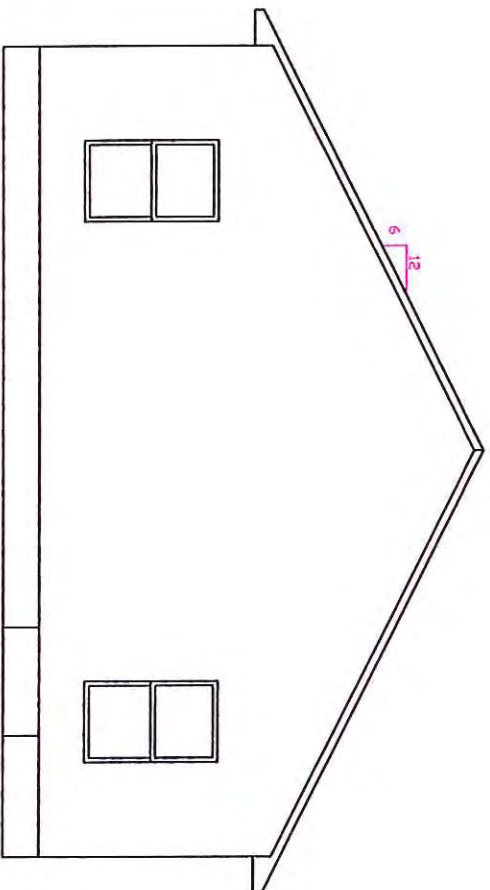
NORTH ELEVATION
(HARDING STREET)



EAST ELEVATION
(LINCOLN STREET)



SOUTH ELEVATION



WEST ELEVATION

Commission Meeting Date: May 27, 2014

Date: May 21, 2014
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Public Hearing - Request for the establishment of an Industrial Development District at 2306, 2320 & 2350 S Getty St

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, Port City Architectural Signage has requested to establish an Industrial Development District at 2306, 2320 & 2350 S Getty St. The company owns buildings at all three sites and will eventually be making improvements to real and personal property. The establishment of the district will allow the company to become eligible for Industrial Facilities Tax Abatements (IFTs).

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the establishment of the Industrial Development District.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING AN INDUSTRIAL DEVELOPMENT DISTRICT AT 2306, 2320 & 2350 S Getty St
MUSKEGON, MI 49444
PORT CITY ARCHITECTURAL SIGNAGE**

WHEREAS, pursuant to PA 198 of 1974, as amended, the City Commission of the City of Muskegon has the authority to establish an Industrial Development Districts within the City of Muskegon; and

WHEREAS, Port City Architectural Signage has petitioned the City Commission of the City of Muskegon to establish an Industrial Development District on its property located in the City of Muskegon hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Muskegon Chronicle and public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on May 27, 2014 a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of the City of Muskegon were afforded an opportunity to be heard thereon; and

WHEREAS, the City Commission of the City of Muskegon deems it to be in the public interest of the City of Muskegon to establish the Industrial Development District as proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Muskegon that the following described parcel of land situated in the City of Muskegon, Muskegon County, and State of Michigan, to wit:

CITY OF MUSKEGON COM @ SW COR SEC 33 T10N R16W TH N 00D 46M 24S E ALG W LN SD SEC 1873.90 FT TO POB TH S 89D 57M 31S E 189.98 FT TH N 01D 01M 20S E 128.54 FT TO CL BARNEY AVE TH N 89D 59M 14S W 190.53 FT ALG SD CL TO W LN SD SEC 33 TH S 00D 46M 24S W ALG SD W LN 128.35 FT TO POB EXC W 33 FT FOR ST

CITY OF MUSKEGON SEC 33 T10N R16W COM AT SW COR SD SEC TH N 00D 46M 24S E ALG W LN SD SEC 1773.90 FT TO POB TH S 89D 57M 31S E 189.54 FT TH N 01D 01M 20S E 100 TH 89D 57M 31S W 189.98 FT TO W LN SD SEC TH S 00D 46M 24S W 190.53 FT ALG SD W LN 100 FT TO POB EX ANY PORTION USED OR TAKEN FOR RD PURPOSES

CITY OF MUSKEGON SEC 33 T10N R16W PART S 1/2 NW 1/4 SW 1/4 COM @ POINT OF INT E LN GETTY ST WITH S LN PLAT OF WELLWORTH ADD TH S 01D 12M W ALG E LN GETTY ST 228.50 FT FOR POB TH CONT S 01D 12M W ON E LN GETTY ST 125 FT TH S 89D 15M E 180 FT TH NELY ON A CURVE TO RT HAVING R OF 20 FT A DIST OF 31.60 FT TH N 01D 12M E 5 FT TH N 89D 15M W 6 FT TH N 01D 12M E 100 FT TH N 89D 15 M W 194 FT TO POB

is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, to be known as Irwin Industrial Development District.

Adopted this 27th Day of May 2014.

Ayes:

Nays:

Absent:

BY: _____
Stephen J. Gawron
Mayor

ATTEST: _____
Ann Cummings
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 May 27, 2014.

Ann Cummings
Clerk