

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 22, 2008

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
 - A. Citizen Awards. POLICE
- ❑ INTRODUCTIONS/PRESENTATION:
- ❑ CONSENT AGENDA:
 - A. Approval of Minutes. CITY CLERK
 - B. Dehumidification Equipment Repair/Inspection. WATER FILTRATION
 - C. 2008 Water Treatment Chemical Bids. WATER FILTRATION
 - D. Contract for Mowing Services. PLANNING & ECONOMIC DEVELOPMENT
 - E. Amendment to the Zoning Ordinance – B-4, General Business Districts, Special Land Uses Permitted. PLANNING & ECONOMIC DEVELOPMENT
 - F. Set Public Hearing for Amendments to Brownfield Plan – Betten Auto Dealerships Project. PLANNING & ECONOMIC DEVELOPMENT
 - G. Approval of Contract with Nova Development Group to Partner with CNS Office. COMMUNITY & NEIGHBORHOOD SERVICES
 - H. Liquor License Transfer Request for Watermark Banquet and Conference Center, 920 Washington. CITY CLERK
 - I. Muskegon Summer Celebration. LEISURE SERVICES
 - J. City – MDOT Agreement for Intersection Improvements on US-31 BR at Sherman and Hackley. ENGINEERING
 - K. Consideration of Bids for Isabella, Ambrosia to Williams (H-1633) and Ada, Wood to Chestnut (W-695). ENGINEERING

L. Micro-Surfacing of Lakeshore Drive between Laketon and Michigan.
ENGINEERING

❑ PUBLIC HEARINGS:

A. Request for an Industrial Facilities Exemption Certificate for Alloy Resources Corporation. PLANNING & ECONOMIC DEVELOPMENT

❑ COMMUNICATIONS:

❑ CITY MANAGER'S REPORT:

❑ UNFINISHED BUSINESS:

❑ NEW BUSINESS:

A. Land Lease – McLaughlin Neighborhood Association. CITY MANAGER

B. Special Events Multiple Liquor License Request – Taste of Muskegon.
LEISURE SERVICES

C. Special Event Liquor License Request for Mike's Inn, June 27th thru July 5th, 2008 – Muskegon Summer Celebration. LEISURE SERVICES

D. Multiple Special Event Liquor License Request – Muskegon Bike Time.
LEISURE SERVICES

E. 2008-2009 Healthcare Renewal. FINANCE

F. Lakeshore Pathway Construction – McCracken to Cottage Grove. CITY MANAGER

G. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the following: PUBLIC SAFETY

1970 Crowley – Area 14

709 E. Apple (Garage) – Area 11

1918 Valley (Home and Garage)

❑ 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 ANN MARIE BECKER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

Date: April 22, 2008
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes for the April 7th Commission Worksession, and the April 8th Regular Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 22, 2008

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, April 22, 2008.

Mayor Warmington opened the meeting with a prayer from Pastor Jeremy Erickson from the Central Assembly 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 Stephen Gawron, Commissioners Steve Wisneski, Chris Carter, Lawrence Spataro, and Sue Wierengo, City Manager Bryon Mazade, Assistant City Attorney William Meier, and City Clerk Ann Marie Becker. Commissioner Clara Shepherd arrived at 5:35 p.m.

2008-35 HONORS AND AWARDS:

A. Citizen Awards. POLICE

Public Safety Director Tony Kleibecker recognized Blaine Emerson, Benjamin Rostello, and Chaz McKinney for assisting in the apprehension of a bank robber.

2008-36 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes for the April 7th Commission Worksession, and the April 8th Regular Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Dehumidification Equipment Repair/Inspection. WATER FILTRATION

SUMMARY OF REQUEST: To make necessary repairs to the two dehumidifiers located in the pipe gallery at the Water Filtration Plant and to enter into a two-year agreement for semi-annual service inspections.

FINANCIAL IMPACT: The cost of repairs and two-year agreement is \$20,628.20. \$12,598.20 – parts; \$1,550 - labor and expenses to install parts; and \$6,480 - for two-year, semi-annual, inspection agreement.

BUDGET ACTION REQUIRED: No budget action is required as this work was planned in the 2008 budget.

STAFF RECOMMENDATION: Staff recommends having the repairs and semi-annual maintenance for the two dehumidifiers at the Water Filtration Plant by the equipment manufacturer – Munters Corporation.

C. 2008 Water Treatment Chemical Bids. WATER FILTRATION

SUMMARY OF REQUEST: Recommend endorsement of lowest responsible bidder to supply sodium hypochlorite for the water filtration plant.

FINANCIAL IMPACT: Annual cost of \$53,652 (based on average annual water pumped to mains).

BUDGET ACTION REQUIRED: None at this time. These chemicals are budgeted annually.

STAFF RECOMMENDATION: Staff recommends the Mayor and City Commission endorse the low bid received and enter into contract with Rowell Chemical for sodium hypochlorite.

D. Contract for Mowing Services. PLANNING & ECONOMIC DEVELOPMENT

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 2009. The City's estimated cost of \$2,000 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.

E. Amendment to the Zoning Ordinance – B-4, General Business Districts, Special Land Uses Permitted. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Section 1301 (Special Land Uses Permitted) of Article XXIII (B-4, General Business Districts) to allow an additional special land use.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance to allow an additional special land use in the B-4, General Business zoning district.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their April 10th meeting. The vote was unanimous with B. Mazade absent.

F. Set Public Hearing for Amendments to Brownfield Plan – Betten Auto Dealerships Project. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the resolution setting a public hearing for amendments to the City of Muskegon Brownfield Plan, and notifying taxing jurisdictions, Michigan Department of Environmental Quality, and Michigan Economic Growth Authority of the Brownfield Plan Amendments, including the opportunity to express their views and recommendations regarding the proposed amendments at the public hearing. The amendments are for the inclusion of the Betten Auto Dealerships project in the Brownfield Plan. The public hearing has been changed from April 22, 2008 to May 13, 2008.

FINANCIAL IMPACT: Brownfield Tax Increment Financing would be used to reimburse the developer and the City for Act 381 "eligible expenses" incurred in association with development of the Betten properties, starting in 2008. The developers/owners estimate that full development of the Betten properties will involve over \$13 million in private investment (in addition to property acquisition), resulting in a substantial increase in the city income, and local and school property taxes generated by the property.

"Eligible expenses" of over \$3 million would be reimbursed. The estimated tax capture schedule is included as Attachment S-3 in the proposed Brownfield Plan Amendment. The City is also authorized by law to capture up to \$75,000/year to pay for "reasonable and actual administrative and operating costs" of the Brownfield Redevelopment Authority. As such, \$10,000/year of the local tax increment will be captured to reimburse the Brownfield Authority for its administrative costs, for the duration of the Brownfield Plan.

After all eligible costs incurred by the parties are reimbursed, the BRA is authorized to continue to capture local taxes for five more years for deposit into a Local Site Remediation Revolving Fund. Current tax capture estimates indicate that approximately \$998,500 could be captured from the taxes on the Betten properties for deposit into this local fund.

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

COMMITTEE RECOMMENDATION: The Brownfield Redevelopment Authority met on April 1, 2008, and approved the Brownfield Plan Amendment adding the

Betten Auto Dealership properties to the Brownfield Plan, and request the Muskegon City Commission set a public hearing on the Plan Amendments, and request notification of the taxing jurisdictions, MDEQ, and MEGA of the proposed amendment and its financial impact on each jurisdiction.

H. Liquor License Transfer Request for Watermark Banquet and Conference Center, 920 Washington. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Watermark Banquet and Conference Center, LLC, to transfer ownership of the 2007 Class C licensed business located in escrow at 800 S. Mill Iron Rd., Muskegon Township, from Niblick Properties, LLC, and to transfer location (governmental unit) to 920 Washington. They are also requesting a new Outdoor Service, Dance/Entertainment, Official (food) permits and three Additional Bars.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.

I. Muskegon Summer Celebration. LEISURE SERVICES

SUMMARY OF REQUEST: 2008's request is consistent with 2007's. There are no significant changes.

FINANCIAL IMPACT: Request that rental fees be waived for any equipment used.

BUDGET ACTION REQUIRED: None.

COMMITTEE RECOMMENDATION: The Leisure Services Board approved this event at their March 17th meeting.

J. City – MDOT Agreement for Intersection Improvements on US-31 BR at Sherman and Hackley. ENGINEERING

SUMMARY OF REQUEST: To approve the contract with MDOT for the intersection improvements on Seaway Drive (US-31BR) at Sherman and Hackley and to approve the resolution authorizing the Mayor and City Clerk to sign the contract. The proposed work consists of creating a right turn lane on north bound Seaway at Sherman and Hackley.

FINANCIAL IMPACT: While this is an MDOT project, the City's participation is required under ACT-51 since the project falls within the City limits. The City's share is estimated at \$5,550, but not more than 11.25% of eligible cost. The total cost of the project is estimated at \$246,400.

BUDGET ACTION REQUIRED: None at this time. The City's share of the cost will come out of the 2008 major street fund, as was budgeted.

STAFF RECOMMENDATION: That the agreement and resolution be approved.

K. Consideration of Bids for Isabella, Ambrosia to Williams (H-1633) and Ada, Wood to Chestnut (W-695). ENGINEERING

SUMMARY OF REQUEST: Award the Ada and Isabella construction contract to Schippers Excavating out of West Olive since they were the lowest responsible bidder with a total bid price of \$406,048.00. The contract consists of both Ada water main replacement (W-695) and Isabella (H-1633) projects which were combined into one contract.

FINANCIAL IMPACT: The construction cost of \$406,048 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to Schippers Excavating.

L. Micro-Surfacing of Lakeshore Drive between Laketon and Michigan. ENGINEERING

SUMMARY OF REQUEST: Authorize staff to enter into a maintenance agreement with Terry Asphalt to micro surface Lakeshore Drive from Laketon to Michigan. Terry Asphalt has a contract with Norton Shores to perform similar projects and they agreed to extend the unit prices to the City of Muskegon.

FINANCIAL IMPACT: The estimated cost of \$47,000.

BUDGET ACTION REQUIRED: None at this time. This project, if approved, will be added to the budget's first quarter forecast.

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with Terry Asphalt to perform the tasks outlined in the proposal.

Motion by Vice Mayor Gawron, second by Commissioner Carter to approve the consent agenda as presented minus item G.

ROLL VOTE: Ayes: Carter, Gawron, Shepherd, Spataro, Warmington, Wierengo, and Wisneski

Nays: None

MOTION PASSES

2008-37 ITEM REMOVED FROM THE CONSENT AGENDA:

G. Approval of Contract with Nova Development Group to Partner with CNS Office. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the Community and Neighborhood Services office to develop a partnership with Nova Development Group of Detroit, MI, to do approximately 20 owner-occupied energy conservation projects through the City's Emergency Repair and Siding programs.

The Nova Development Group has a grant through the Michigan Public Service Commission and the Michigan State Housing Authority to partner with local communities to assist low-income residents to make their homes energy efficient. According to the guidelines of the grant, the local community is responsible for a 50% match with Nova Development Group. The CNS office would like to direct \$50,000 to \$75,000 of combined CDBG Emergency and Siding funding to assist with the energy conservation on 20 2008-2009 fiscal year projects. Nova Development Group must have all their State funding spent by August 15, 2008.

FINANCIAL IMPACT: The partnership should assist the CNS office with spending less scarce funding, while simultaneously helping the clients make their homes more energy efficient.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the Community and Neighborhood Services office request.

Motion by Commissioner Carter, second by Commissioner Spataro to approve the contract with Nova Development Group to partner with CNS office.

ROLL VOTE: Ayes: Gawron, Shepherd, Spataro,, Warmington, Wierengo, Wisneski, and Carter

Nays: None

MOTION PASSES

2008-38 PUBLIC HEARINGS:

A. Request for an Industrial Facilities Exemption Certificate for Alloy Resources Corporation. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, Alloy Resources Corporation, 2281 Port City Blvd., has requested the issuance of an Industrial Facilities Tax Exemption Certificate. The improvements were completed in October of 2007 and IFT guidelines state that the company has up to six months after project completion to file the application. The total capital investment was \$1,025,000 in personal property. The investment has also created six new jobs. This qualifies them for a tax abatement of seven years for personal property.

FINANCIAL IMPACT: The City will capture certain additional property taxes generated by the expansion.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the resolution granting an Industrial Facilities Exemption Certificate for a term of seven years for personal property.

The public hearing opened to hear and consider any comments from the public. Comments were heard from John Essex, 5823 Lake Harbor, President &

CEO of Port City Group.

Motion by Commissioner Carter, second by Commissioner Shepherd to close the public hearing and approve the request for an Industrial Facilities Exemption Certificate for Alloy Resources Corporation.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Wierengo, Wisneski, Carter, and Gawron

Nays: None

MOTION PASSES

2008-39 NEW BUSINESS:

A. Land Lease – McLaughlin Neighborhood Association. CITY MANAGER

SUMMARY OF REQUEST: To approve our agreement to lease the lot at 1264 Terrace Street to the McLaughlin Neighborhood Association. They intend to use the property for a park and garden.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

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

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the land lease with McLaughlin Neighborhood Association.

ROLL VOTE: Ayes: Spataro, Warmington, Wierengo, Wisneski, Carter, Gawron, and Shepherd

Nays: None

MOTION PASSES

B. Special Events Multiple Liquor License Request – Taste of Muskegon. LEISURE SERVICES

SUMMARY OF REQUEST: The following organizations are requesting a temporary liquor license or extension of their liquor license to be able to offer outside entertainment or serve spirits during the period of June 19th thru June 22nd:

- Taste of Muskegon, 900 Third St. – Requesting a Beer and Wine School, (Beer Tent) to be setup on Western Avenue between Third and Fourth Street from June 21st thru June 22nd.
- Downtown Pinnacle Properties (Racquets), 446 W. Western Ave. – Requesting an extension of their liquor license to set up a beverage entertainment area in the lot adjacent to the building at Western Avenue and Fourth Street from June 19th thru June 22nd during the Taste of Muskegon event.

- Rock Stock 08, 5495 S. White River Trail – Requesting Hackley Park for a one-day music festival on June 21, 2008.
- West Michigan Truck Show, 1204 W. Western Ave. – Requesting to set up beverage entertainment area on the Morris Street lot (former Pearlman lot) from June 18th to June 21st.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

COMMITTEE RECOMMENDATION: All the above listed events were approved by the Leisure Services Board at their February 18th and March 17th meetings.

Motion by Commissioner Spataro, second by Commissioner Wisneski to approve the special event liquor license request for Taste of Muskegon, 900 Third Street, for June 21st thru June 22nd.

ROLL VOTE: Ayes: Warmington, Wierengo, Wisneski, Carter, Gawron, Shepherd, and Spataro

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the special event liquor license request for Downtown Pinnacle Properties, 446 W. Western Avenue.

ROLL VOTE: Ayes: Wierengo, Wisneski, Carter, Gawron, Shepherd, Spataro, and Warmington

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Commissioner Carter to approve the special event liquor license request for Rock Stock 08, 5495 S. White River Trail.

ROLL VOTE: Ayes: Wisneski, Carter, Gawron, Shepherd, Spataro, Warmington, and Wierengo

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the special event liquor license request for West Michigan Truck Show, 1204 W. Western Avenue.

ROLL VOTE: Ayes: Carter, Gawron, Shepherd, Spataro, Warmington, Wierengo, and Wisneski

Nays: None

MOTION PASSES

C. Special Event Liquor License Request for Mike's Inn, June 27th thru July 5th, 2008 – Muskegon Summer Celebration. LEISURE SERVICES

SUMMARY OF REQUEST: Mike's Inn (555 W. Western Ave.) is requesting an extension of their liquor license to be able to host an outside entertainment area in their lot. Summer Celebration holds the first liquor license.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

COMMITTEE RECOMMENDATION: The Leisure Services Board approved this event at their February 18th meeting.

Motion by Commissioner Carter, second by Commissioner Shepherd to approve the special event liquor license request for Mike's Inn for June 27th thru July 5th.

ROLL VOTE: Ayes: Gawron, Shepherd, Spataro, Warmington, Wierengo, Wisneski, and Carter

Nays: None

MOTION PASSES

D. Multiple Special Event Liquor License Request – Muskegon Bike Time. LEISURE SERVICES

SUMMARY OF REQUEST: The following organizations are requesting an extension of their liquor license to be able to offer outside entertainment during the "Muskegon Bike Time" festival (July 18th thru July 20th):

- Mike's Inn, 555 W. Western Ave. – Requesting to fence off parking lot to set up beverage entertainment area.
- Racquets Downtown Grill, 446 W. Western Ave. – Requesting to set up beverage entertainment area in the lot located next to Racquets on the corner of Fourth St. and Western Ave.
- Topsy Toad Tavern, 609 W. Western Ave. – Requesting to set up beverage entertainment area in the parking lot located between Topsy Toad and Radiology P.C.
- Pop-A-Top, 2185 Henry St. – Requesting to set up beverage entertainment area in their parking lot.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

COMMITTEE RECOMMENDATION: All of the above listed events were approved by the Leisure Services Board at their February 18th and March 17th meetings.

Motion by Commissioner Shepherd, second by Commissioner Carter to approve

the multiple special event liquor license request for Mike's Inn, Racquets Downtown Grill, Tipsy Toad Tavern, and Pop-A-Top during July 18th thru July 20th.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Wierengo, Wisneski, Carter, and Gawron

Nays: None

MOTION PASSES

E. 2008-2009 Healthcare Renewal. FINANCE

SUMMARY OF REQUEST: It is time to renew the City's healthcare coverage for the 2008-09 plan year. Healthcare costs continue to rise. Renewal rates for the City's current healthcare program initially came in at \$859.90/employee/month, 9% higher than the current rate (\$787.87). However, Priority Health has agreed to a more palatable 6% increase (\$835.19), provided the city defer competitive bidding for one year. (A new state law requires bidding every three years.) The 6% increase translates into an estimated annual cost increase of \$133,869. This is within the city's budget expectation.

FINANCIAL IMPACT: Healthcare costs will increase 6% (\$133,869) – a significant, but manageable level. No changes to employee benefits are proposed.

BUDGET ACTION REQUIRED: None. Under the renewal proposal, healthcare costs will be within budget.

STAFF RECOMMENDATION: Approval of the 2008-09 healthcare renewal with Priority Health. Staff is also exploring employer-funded HRA (health reimbursement account) options through Priority Health. These options do not impact the employee, but involve the city self-insuring a deductible amount in exchange for a lower insurance premium. At this time, the HRA concept does not appear to be a good option for us; however, we are still analyzing data and would ask you to authorize staff to select the HRA option if clearly shown to be in the city's financial interest.

Motion by Commissioner Wisneski, second by Commissioner Spataro to approve the 2008-09 healthcare renewal.

ROLL VOTE: Ayes: Spataro, Warmington, Wierengo, Wisneski, Carter, Gawron, and Shepherd

Nays: None

MOTION PASSES

F. Lakeshore Pathway Construction – McCracken to Cottage Grove. CITY MANAGER

SUMMARY OF REQUEST: To approve the construction of an on-street and off-street pathway along Lakeshore Drive between McCracken and Cottage Grove.

FINANCIAL IMPACT: \$100,000.

BUDGET ACTION REQUIRED: If approved, the project will be included in the Capital Improvement Plan in the 2008 first quarter budget adjustment.

STAFF RECOMMENDATION: To approve construction of the pathway.

Motion by Vice Mayor Gawron, second by Commissioner Spataro to approve the construction of an on-street and off-street pathway along Lakeshore Drive between McCracken and Cottage Grove.

ROLL VOTE: Ayes: Warmington, Wierengo, Carter, Gawron, Shepherd, and Spataro

Nays: Wisneski

MOTION PASSES

G. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the following: PUBLIC SAFETY

1970 Crowley – Area 14

709 E. Apple (Garage) – Area 11

1918 Valley (Home and Garage)

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within 30 days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: General Funds for 1970 Crowley and 1918 Valley; and CDBG Funds for 709 E. Apple (garage).

BUDGET ACTION REQUIRED: None.

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

Motion by Commissioner Spataro, second by Commissioner Wisneski to concur with the Housing Board of Appeals notice and order to demolish 1970 Crowley and 1918 Valley (home and garage).

ROLL VOTE: Ayes: Wierengo, Wisneski, Carter, Gawron, Shepherd, Spataro, and Warmington

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Vice Mayor Gawron to concur with

the Housing Board of Appeals notice and order to demolish 709 E. Apple Avenue, garage only.

MOTION AND SECOND AMENDED:

Motion amended by Commissioner Spataro, second by Vice Mayor Gawron to concur with the Housing Board of Appeals notice and order to demolish 709 E. Apple Avenue, garage only, delaying action until August 10, 2008, with all permits pulled and City inspection passes.

ROLL VOTE TO AMEND MOTION:

Ayes: Wisneski, Carter, Gawron, Spataro, Warmington, and Wierengo

Nays: Shepherd

MOTION PASSES

ROLL VOTE ON AMENDED MOTION:

Ayes: Carter, Gawron, Shepherd, Spataro, Warmington, Wierengo, and Wisneski

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: City Commission commented on various items.

PUBLIC PARTICIPATION: Comments were heard from the public.

ADJOURNMENT: The City Commission Meeting adjourned at 7:18 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ann Marie Becker".

Ann Marie Becker, MMC
City Clerk

Date: April 22, 2008
To: Honorable Mayor and City Commission
From: Water Filtration Plant
RE: Dehumidification Equipment Repair/Inspection

SUMMARY OF REQUEST:

To make necessary repairs to the two dehumidifiers located in the pipe gallery at the Water Filtration Plant and to enter into a two-year agreement for semi-annual service inspections.

FINANCIAL IMPACT:

The cost of the repairs and two-year agreement is \$20,628.20.

(\$12,598.20 parts)

(\$1,550.00 labor and expenses to install parts)

(\$6,480.00 for two-year, semi-annual, inspection agreement)

BUDGET ACTION REQUIRED:

No budget action is required as this work was planned in the 2008 budget

STAFF RECOMMENDATION:

Staff recommends having the repairs and semi-annual maintenance for the two dehumidifiers at the Water Filtration Plant by the equipment manufacturer - Munters Corporation.

MEMORANDUM

4/14/08

TO: M. AL-SHATEL, DEPUTY DIRECTOR
FROM: R. VENEKLASSEN, WATER FILTRATION SUPV.
RE: DEHUMIDIFICATION EQUIPMENT INSPECTION AND REPAIR

The Water Filtration Plant has two dehumidifiers to deter condensation and subsequent corrosion on the plant piping. These two units service the entire pipe gallery in the headworks (main) building.

The two dehumidifiers have been in service for ten-years with only minor service and preventative maintenance. This activity has been performed semi-annually by the manufacturer. The two units have reached a point where they require replacement of some integral parts in order to continue to be effective in removing moisture from the atmosphere in the pipe gallery.

Included is a quotation from the manufacturer for the necessary repair parts with an option to have this work included with one of the semi-annual inspections. Also included is a quotation for the semi-annual inspections in the form of a two-year agreement. The cost for repair and labor and also the semi-annual maintenance is included in the 2008 budget for the Filtration Plant.

It is my recommendation that we combine the repairs with a periodic visit and enter into agreement for the usual planned inspections for two years and the equipment repairs. The overall cost would be \$20,628.20.



This Quotation Issued to:
City of Muskegon WTP
Muskegon MI

Munters Corporation Dehumidification Division
is represented by:
Munters Corp.-Cargocaire Division
79 Monroe St
Amesbury, MA 01913
978-241-1100

ALL ORDERS SHOULD BE ISSUED TO:
Munters Corporation-Dehumidification Division,
79 Monroe St, P.O. Box 640, Amesbury, MA 01913

SHEET: 1 OF 1

This proposal unless previously withdrawn, shall remain open for thirty days from the date hereof, and an order is subject to acceptance at the executive offices of Munters Corporation-Dehumidification Division, Amesbury, MA. Any order resulting from this proposal shall be subject to all terms and conditions stated on the front and reverse sides hereof or attached hereto. Munters Corporation-Dehumidification Division is required to collect State Sales/Use tax where applicable; Taxes must be invoiced in such cases unless a valid exemption, resale or direct payment certificate is on file at the time of order

DATE: 4/8/08

TERMS Net 30 days

Munters Corporation is pleased to estimate two options for the billable services pending:

Price for a separate trip to complete billable services to include travel time with expenses, meals, hotel and weekday site labor not to exceed 12 hours. Total estimate for this option is\$ 2,575.00

Price to combine billable services with one of the ServiceCaire visits is\$1,550. 00
This estimate includes any additional expenses and labor over and above those that are already included in the planned Servicecaire visit.

Discounts for participating in our service agreement program are included in the billable service estimates

Current price for the parts recommended by our service technician, Mr. Bob Paige:

Wheel Assembly 30" Silica Gel p/n 30145-07	\$5,476 x 2 = \$10,952
Seal Kit P/N 43125-04	\$1,391 x 2 = \$ 2,782
Belt, Timing P/N 92283-05	\$ 132 x 2 = \$ 264
Total	\$13,998 less 10% or \$12,598.20

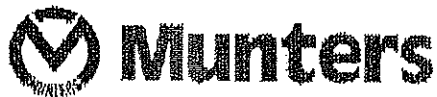
Shipping charges and taxes are not included.

Please contact Victoria Hefler any questions or comments you may have and to schedule the service visit.

SUBMITTED BY: Judy Dandurant **TITLE:** Service Contract Sales

Munters Corporation – Dehumidification Division
79 Monroe Street, P.O. Box 640, Amesbury, MA 01913 USA • TEL: 978-241-1171 or 1-800-843-5360
FAX: 978-241-1222, Email address: judy_dandurant@munters.com

2/28/08



Quotation No. 707636 Renewal

Munters Service Agreement Quote

Benefits:

- Factory Certified Performance Testing
- Planned Service Visits
- Preferred Customer Status
- Longer Equipment Life
- Discounts on Spare Parts Purchases
- Discounts on Billable Travel Labor
- Operator Training (Unit-side) During Visits
- No One Knows Our Equipment Better Than We Do!

Bill To :

Address:
Address:
City State Zip
Phone:
Fax:
Contact:
Title:
Email:

End User : City of Muskegon WTP
Address: 1900 Beach Street
Address:
City State Zip Muskegon, MI 49441
Phone: 231-724-4105
Fax: 231-755-5290
Contact: Kevin Herbert
Title:
Email:

Site Considerations:

- | | |
|--|---|
| ☐ Outdoor Units/Protected | ☐ Condensing Units |
| ☐ Outdoor Units/Unprotected | ☐ Remote Components |
| ☐ Rooftop Units | ☐ Safety/Security Requirements |
| ☐ Indoor Units | ☐ Other _____ |
| ☐ Confined Space Requirements | ☐ _____ |
| ☐ Advanced Controls | ☐ Equipment Access Issues |
| ☐ No Facial Hair | ☐ Dewcup Readings Required (14 grs/lb or less) |

Equipment List

Model No.	Serial No.	Customer Equipment No.
(2)HCD-2250 DGA-S	2924 AND 2925	630445

Agreement Type: PERFORMANCE TEST AND INSPECTION PLAN

Agreement Effectivity Date: 3/6/08 TO 3/6/09 Two Visit Agreement

Total Price of this Quotation Price Valid for 30 Days\$3,240

Please consider purchase of a two year plan. Munters will honor the quoted price without a price increase if a two year plan is purchased at this time. Two year price is \$6,480

Taxes not included. A tax exemption certificate is required with order entry or taxes shall be invoiced where applicable. Service contracts are invoiced in full at order placement. Payment is due in full 30 days from date of invoice.

Quoted by: Judy Dandurant
Title: Service Contract Sales
Telephone: 978-241-1171
Date: 2/28/08

Note: For expanded service offerings, please contact headquarters.

Attachments: ServiceCare Plan Two Visits, Service Plan Terms

Munters Corporation - Service Department
79 Monroe Street, P.O. Box 640, Amesbury, MA 01913 TEL: 1-888-DHWHEEL (888-349-4335)
Parts Fax 978-241-1217, Service Scheduling Fax 978-241-1222, Service Sales Fax 978-241-1313

Date: April 22, 2008
To: Honorable Mayor and City Commission
From: Water Filtration Plant
RE: 2008 Water Treatment Chemical Bids

SUMMARY OF REQUEST:

Recommend endorsement of lowest responsible bidder to supply sodium hypochlorite for the water filtration plant

FINANCIAL IMPACT:

Annual cost of \$53652.00 (based on average annual water pumped to mains).

BUDGET ACTION REQUIRED:

None at this time. These chemicals are budgeted annually.

STAFF RECOMMENDATION:

Staff recommends the Mayor and City Commission endorse the low bid received and enter into contract with Rowell Chemical for sodium hypochlorite.

MEMORANDUM

4/14/08

TO: M. AL-SHATEL, DEPUTY DIRECTOR

FROM: R. VENEKLASEN, WATER FILTRATION SUPV.

RE: SODIUM HYPOCHLORITE ANNUAL BID

Sodium Hypochlorite is a liquid form of chlorine similar to bleach, however in a significantly stronger concentration. This chemical is used for disinfection of the water in the treatment process.

We have been bidding Sodium Hypochlorite (Hypo) in conjunction with the Cities of Holland and Wyoming with the Holland BPW purchasing department performing the bidding process. The City of Muskegon Heights has now joined the consortium in the same manner.

The date for bidding of the other water treatment chemicals has changed over the years so we must address approval of the Hypo bids separately.

Attached are the bid results provided us the by City of Holland purchasing department. Rowell Chemical is the lowest bid received. Rowell Chemical has been the successful low bidder for the past two years.

It is my recommendation that we ask the Mayor and City Commission to approve Rowell Chemical as the lowest responsible bidder to provide Sodium Hypochlorite for the Water Filtration Plant.

**HOLLAND BOARD OF PUBLIC WORKS
TABULATION OF BIDS
LIQUID SODIUM HYPOCHLORITE
April 9, 2008**

	Alexander Chemical	K. A. Steel	Rowell Chemical	Webb Chemical	Haviland (K.A. Steel Chemical)
Cities of Holland, Wyoming, Muskegon & Muskegon Heights 1 Year	\$166.97/ton \$.8349/gallon	\$178.29/ton \$.8915/gallon	\$157.80/ton \$.7975/gallon	No Bid	No Bid

Current Price: \$129.65 per ton (\$.6515/gallon)

Estimated Yearly Usage for Holland: 1,200 tons

Commission Meeting Date: April 22, 2008

Date: April 16, 2008
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
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 2009. The City's estimated cost of \$2,000 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, 2008 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 \$2,000 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.

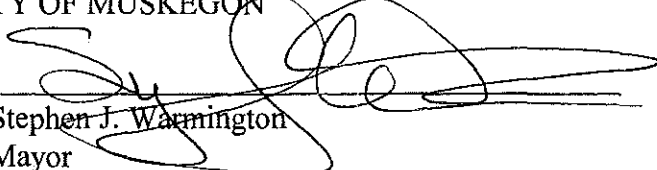
3.5 Sheldon Park shall maintain records of all volunteers who work on the lots, including the amount of time spent, the date completed and the type of work performed. Said records shall be made available to the City upon request.

4. **Term of the Agreement.** This agreement shall have a term of May 1, 2008 through December 31, 2009. 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.

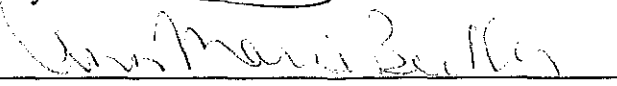
IN WITNESS WHEREOF, the parties execute this agreement effective on the date set forth above.

CITY OF MUSKEGON

Dated: 4-28, 2008

By 
Stephen J. Warmington
Mayor

Dated: 4-28, 2008

By 
Ann Marie Becker, MMC
City Clerk

THE SHELDON PARK NEIGHBORHOOD
IMPROVEMENT ASSOCIATION

Dated: 5/21, 2008

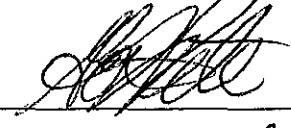
By 
Its President

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

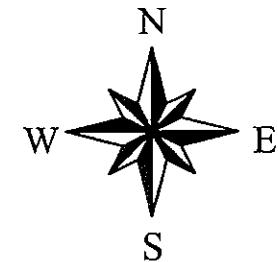
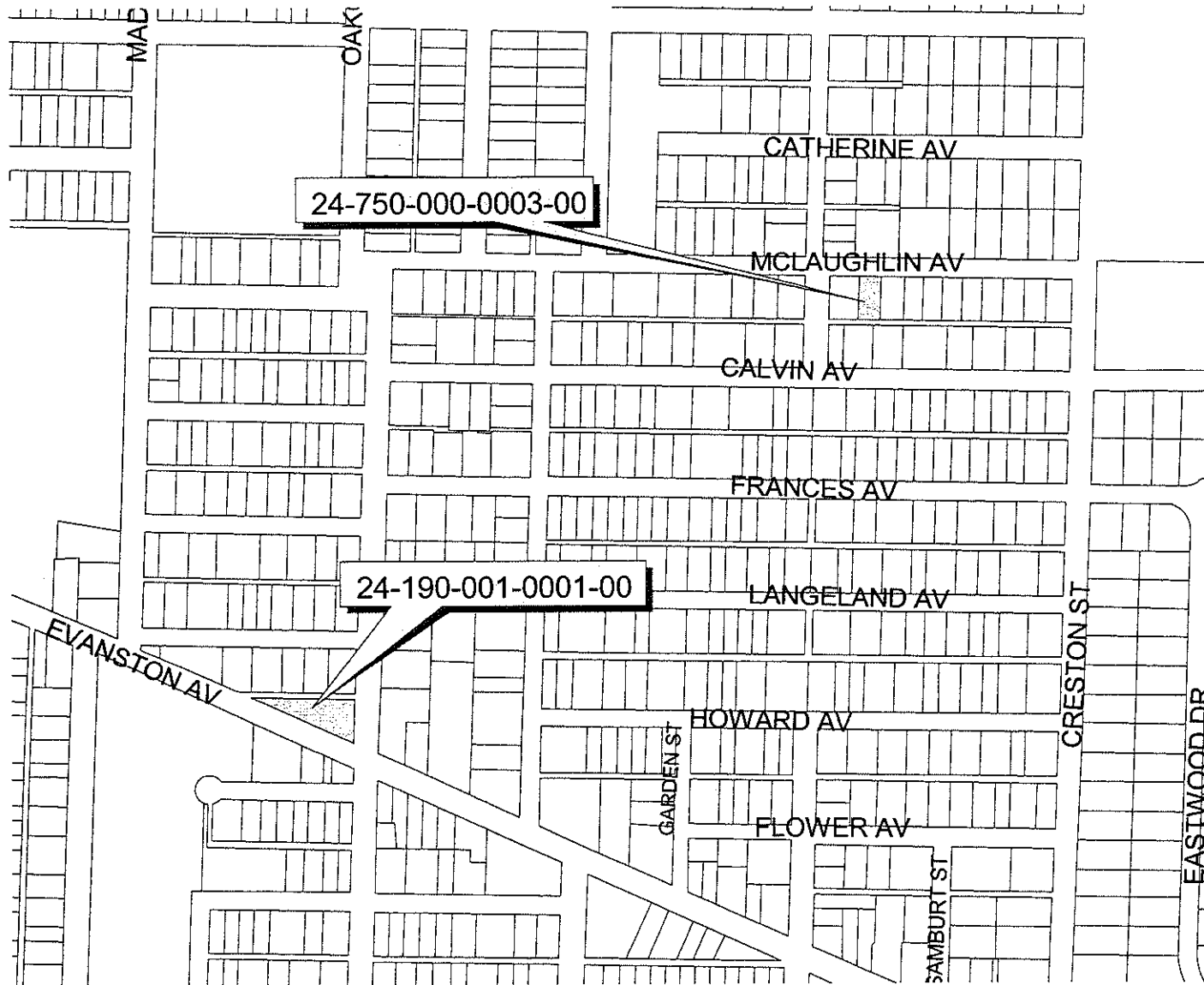
I, _____ of _____

_____, 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: _____, 200__

WITNESSES:

Locations of lots to be maintained.



Commission Meeting Date: April 22, 2008

Date: April 11, 2008
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CVB*
RE: Amendment to the Zoning Ordinance – B-4, General
Business Districts, Special Land Uses Permitted

SUMMARY OF REQUEST:

Request to amend Section 1301 (Special Land Uses Permitted) of Article XXIII (B-4, General Business Districts) to allow an additional special land use.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of the Zoning Ordinance to allow an additional special land use in the B-4, General Business zoning district.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 4/10 meeting. The vote was unanimous with B. Mazade absent.

Staff Report (EXCERPT)
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING

April 10, 2008

Hearing; Case 2008-08: Staff initiated request to amend Section 1301 (Special Land Uses Permitted) of Article XIII, (B-4, General Business Districts) of the Zoning Ordinance, to add craft shops as a special land use in a B-4 district.

BACKGROUND

The Zoning Ordinance contains a good definition for a “craft shop”, however there are no business zones that allow craft shops either as a principal use or as a special land use. The only place they are presently allowed is in the OSR, Open Space Recreation District, and then only with a special land use permit.

The subject of the next case is the former Al Perri building, which has been empty for the past year or two. The applicant wishes to development the property into an “art incubator” of sorts, with other uses in the building as well, such as a small coffee shop and performance stage area, and massage therapy. While many of the proposed uses are already allowed in a B-4, General Business District, craft shops are not. Staff’s reasoning behind proposing craft shops as a special land use come from the definition itself:

Craft Shop: Any business establishment which produces articles for sale on the premises of artistic quality or effect, or handmade workmanship. Examples include candle making, glass blowing, weaving, pottery making, woodworking, sculpting, painting, and other associated activities.

Some of the examples listed above could contain equipment, such as kilns, welding equipment, etc., that could be potentially hazardous due to heat, odors, etc., and should be allowed only with the discretion of the Planning Commission. Therefore, Staff recommends that “craft shops” be allowed with as a special land use and be added to the B-4 zoning ordinance language as follows:

NEW LANGUAGE

Deletions are ~~crossed-out~~ and additions are in **bold**:

(Renumbered)

12. Craft Shops

DELIBERATION

I move that the amendment to Section 1302, #12, of Article XIII, B-4, General Business, of the City of Muskegon Zoning Ordinance to add “craft shops” as a special land use, be recommended to the City Commission for (approval/denial).

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2242

An ordinance to amend Section 1301 (Special Land Uses Permitted) of Article XXIII (B-4, General Business Districts), to allow an additional special land use.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE

Deletions are ~~crossed out~~ and additions are in **bold**:

Section 1301, new #12

12. **Craft Shops**

This ordinance adopted:

Ayes: Carter, Gawron, Shepherd, Spataro, Warmington, Wierengo,
and Wisneski

Nays: None

Adoption Date: April 22, 2008

Effective Date: May 8, 2008

First Reading: April 22, 2008

Second Reading: N/A

CITY OF MUSKEGON

By: 
Ann Marie Becker, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 22nd day of April, 2008, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: April 22, 2008.


Ann Marie Becker, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

Please take notice that on April 22, 2008, the City Commission of the City of Muskegon adopted an ordinance to amend Section 1301 (Special Land Uses Permitted) of Article XXIII (B-4, General Business Districts) adding language to allow an additional special land use in the B-4, General Business District.

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

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

Published April 28, 2008.

CITY OF MUSKEGON

By _____
Ann Marie Becker, MMC
City Clerk

Commission Meeting Date: April 22, 2008

Date: April 15, 2008
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Set Public Hearing for Amendments to Brownfield Plan –
Betten Auto Dealerships Project

SUMMARY OF REQUEST: To approve the attached resolution setting a public hearing for amendments to the City of Muskegon Brownfield Plan, and notifying taxing jurisdictions, Michigan Department of Environmental Quality, and Michigan Economic Growth Authority of the Brownfield Plan Amendments, including the opportunity to express their views and recommendations regarding the proposed amendments at the public hearing. The amendments are for the inclusion of the Betten Auto Dealerships project in the Brownfield Plan. The public hearing has been changed from April 22, 2008 to May 13, 2008.

FINANCIAL IMPACT: Brownfield Tax Increment Financing would be used to reimburse the developer and the City for Act 381 "eligible expenses" incurred in association with development of the Betten properties, starting in 2008. The developers/owners estimate that full development of the Betten properties will involve over \$13 million in private investment (in addition to property acquisition), resulting in a substantial increase in the city income, and local and school property taxes generated by the property.

"Eligible expenses" of over \$3 million would be reimbursed. The estimated tax capture schedule is included as Attachment S-3 in the proposed Brownfield Plan Amendment. The City is also authorized by law to capture up to \$75,000/year to pay for "reasonable and actual administrative and operating costs" of the Brownfield Redevelopment Authority. As such, \$10,000/year of the local tax increment will be captured to reimburse the Brownfield Authority for its administrative costs, for the duration of the Brownfield Plan.

After all eligible costs incurred by the parties are reimbursed, the BRA is authorized to continue to capture local taxes for five more years for deposit into a Local Site Remediation Revolving Fund. Current tax capture estimates indicate that approximately \$998,500 could be captured from the taxes on the Betten properties for deposit into this local fund.

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

COMMITTEE RECOMMENDATION: The Brownfield Redevelopment Authority met on April 1, 2008, and approved the Brownfield Plan Amendment adding the Betten Auto Dealership properties to the Brownfield Plan, and request the Muskegon City Commission set a public hearing on the Plan Amendments, and request notification of the taxing jurisdictions, MDEQ, and MEGA of the proposed amendment and its financial impact on each jurisdiction.

**RESOLUTION NOTIFYING TAXING UNITS,
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, &
MICHIGAN ECONOMIC GROWTH AUTHORITY;
AND CALLING PUBLIC HEARING REGARDING
APPROVAL OF AMENDMENTS TO THE BROWNFIELD PLAN OF THE
CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY**

2008-36(f)

City of Muskegon
County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City offices, on the 22nd day of April, 2008, at 5:30 o'clock p.m., prevailing Eastern Time.

PRESENT:

Members Wisneski, Carter, Gawron, Shepherd, Spataro,
Warmington, and Wierengo

ABSENT: Members

None

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

WHEREAS, the City of Muskegon, County of Muskegon, Michigan (the "City") is authorized by the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), to create a brownfield redevelopment authority; and

WHEREAS, pursuant to Act 381, the City Commission of the City duly established the City of Muskegon Brownfield Redevelopment Authority (the "Authority"); and

WHEREAS, in accordance with the provisions of Act 381, the Authority has prepared and approved Brownfield Plan Amendments to include the Betten Auto Dealerships Project, and

WHEREAS, the Authority has forwarded the Brownfield Plan Amendments to the City Commission requesting its approval of the Brownfield Plan Amendments and

WHEREAS, prior to approval of the Brownfield Plan Amendments, the Muskegon City Commission desires to hold a public hearing in connection with consideration of the Brownfield Plan Amendments as required by Act 381; and

WHEREAS, prior to approval of the Brownfield Plan Amendments, the City Commission is required to provide notice and a reasonable opportunity to the taxing jurisdictions levying taxes subject to capture, the Michigan Department of Environmental Quality (MDEQ), and the Michigan Economic Growth Authority (MEGA) to express their views and recommendations regarding the Brownfield Plan Amendments.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Commission hereby acknowledges receipt of the Brownfield Plan Amendments from the Authority and directs the City Clerk to send a copy of the proposed Brownfield Plan Amendments to the governing body of each taxing jurisdiction in the City, MDEQ, and MEGA notifying them of the City Commission's intention to consider approval of the Brownfield Plan Amendments [after the public hearing described below].

2. A public hearing is hereby called on the 13th of May, 2008 at 5:30 p.m., prevailing Eastern Time, in the City Hall Commission Chambers to consider adoption by the City Commission of a resolution approving the Brownfield Plan Amendments.

3. The City Clerk shall cause notice of said public hearing to be published in the Muskegon Chronicle, a newspaper of general circulation in the City, twice before the public hearing. The first publication of the notice shall be not less than 10 days or more than 40 days before the date set for the public hearing. The notice shall be published as a display advertisement prominent in size.

4. The notice of the hearing shall be in substantially the following form:

CITY OF MUSKEGON
COUNTY OF MUSKEGON, STATE OF MICHIGAN

PUBLIC HEARING ON AN AMENDMENT TO THE MUSKEGON BROWNFIELD
PLAN, AS APPROVED BY THE CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY

TO ALL INTERESTED PERSONS IN THE CITY OF MUSKEGON:

PLEASE TAKE NOTICE that the Muskegon City Commission of the City of Muskegon, Michigan, will hold a public hearing on May 13, 2008, at 5:30 p.m., prevailing Eastern Time in the City Hall Commission Chambers located at 933 Terrace Street, Muskegon, Michigan, to consider the adoption of a resolution approving a Brownfield Plan Amendment for the City of Muskegon Brownfield Redevelopment Authority pursuant to Act 381 of the Public Acts of Michigan of 1996, as amended.

The property to which the proposed Brownfield Plan Amendment applies is:

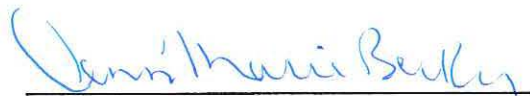
Betten Auto Dealerships Project
2410, 2474, 2477, & 2501 South Henry Street
Muskegon, Michigan 49441

Copies of the proposed Brownfield Plan Amendment are on file at the office of the City Clerk for inspection during regular business hours.

At the public hearing, all interested persons desiring to address the City Commission shall be afforded an opportunity to be heard in regard to the approval of the Brownfield Plan Amendments for the City of Muskegon Brownfield Redevelopment Authority. All aspects of the Brownfield Plan Amendments will be open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from the City Clerk.

This notice is given by order of the City Commission of the City of Muskegon, Michigan.



Ann Marie Becker, City Clerk

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

AYES: Members

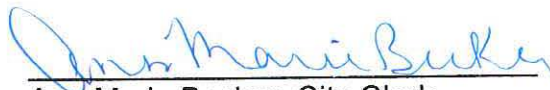
Carter, Gawron, Shepherd, Spataro, Warmington,

Wierengo, and Wisneski

NAYS: Members

None

RESOLUTION DECLARED ADOPTED.



Ann Marie Becker, 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 April 22, 2008, 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, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


City Clerk

Date: April 22, 2008
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Liquor License Transfer Request
Watermark Banquet and Conference Center
920 Washington

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Watermark Banquet and Conference Center, LLC, to transfer ownership of the 2007 Class C licensed business located in escrow at 800 S. Mill Iron Rd., Muskegon Township, from Niblick Properties, LLC, and to transfer location (governmental unit) to 920 Washington. They are also requesting a new Outdoor Service, Dance/Entertainment, Official (food) permits and three Additional Bars.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.



Muskegon Police Department

Anthony L. Kleibecker
Director of Public Safety

980 Jefferson
Muskegon, Michigan
49443-0536

www.muskegonpolice.com

Phone: 231-724-6750
FAX: 231-722-5140

April 9, 2008

To: City Commission through the City Manager

From: 
Anthony L. Kleibecker, Director of Public Safety

Re: Liquor License Request – 920 Washington
Transfer of 2007 Class-C Licensed Business with Permits

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation of licensee/applicant Watermark Banquet and Conference Center, LLC.

Watermark Banquet and Conference Center, LLC requests to transfer ownership of 2007 Class C licensed business, located in escrow at 800 S. Mill Iron Rd, Muskegon, MI. from Niblick Properties, LLC; transfer location to 920 Washington, Muskegon, MI. 49441; and to cancel existing outdoor service (1 area); and requests a New Outdoor Service (1 area) and add Dance/Entertainment, Official (food) permits and 3 additional Bars (total 4).

Watermark Banquet and Conference Center, LLC is comprised of P & G Holdings NY, LLC (A New York Limited Liability Company) – Member and is represented by Parmenter O'Toole's office, Muskegon MI.

The Muskegon Police Department finds no reason to deny this request.

ALK/kd

mailed 3-19-08
AA



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

POLICE INVESTIGATION REQUEST
[Authorized by MCL 436.1201(4)]

RECEIVED

MAR 31 2008

MUSKEGON POLICE DEPT.
CHIEF of POLICE

March 6, 2008

MUSKEGON POLICE DEPARTMENT
CHIEF OF POLICE
980 JEFFERSON STREET, PO BOX 536
MUSKEGON, MI 49443-0536

Request ID #: 439730

Applicant:

WATERMARK BANQUET AND CONFERENCE CENTER, LLC REQUESTS TO TRANSFER OWNERSHIP OF 2007 CLASS C LICENSED BUSINESS, LOCATED IN ESCROW AT 800 S. MILLIRON, MUSKEGON, MI 49442, MUSKEGON TOWNSHIP, MUSKEGON COUNTY, FROM NIBLICK PROPERTIES, L.L.C.; TRANSFER LOCATION (GOVERNMENTAL UNIT) (MCL 436.1531(1) TO 920 WASHINGTON, MUSKEGON, MI 49441, MUSKEGON COUNTY; CANCEL EXISTING OUTDOOR SERVICE (1 AREA); AND REQUESTS A NEW OUTDOOR SERVICE (1 AREA). AND ADD DANKE ENTERTAINMENT, OFFICIAL (FOOD) PERMITS AND 3 ADDITIONAL BARS (TOTAL 4)

Please make an investigation of the application. If you do not believe that the applicants are qualified for licensing, give your reasons in detail. Complete the Police Inspection Report on Liquor License Request, LC-1800, or for Detroit police, the Detroit Police Investigation of License Request, LC-1802. If there is not enough room on the front of the form, you may use the back.

Forward your report, along with fingerprint cards (if requested) and \$30.00 for each card to the Michigan Liquor Control Commission.

If you have any questions, contact the appropriate unit (On Premises, Off Premises or Manufacturers & Wholesalers) at (517) 322-1400.

sfs

LC-1972 (Rev. 09/05)
Authority: MCL 436.1201(4)
Completion: Mandatory
Penalty: No License

The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

FOR MLCC USE ONLY

Request ID # 439730

Business ID # 206615

LOCAL APPROVAL NOTICE

[Authorized by MCL 436.1501]

mailed 3-19-08 AA

March 6, 2008

TO: MUSKEGON CITY COMMISSION
933 TERRACE STREET
PO BOX 536
MUSKEGON, MI 49443-0536

APPLICANT: WATERMARK BANQUET AND CONFERENCE CENTER, LLC

Home Address and Telephone No. or Contact Address and Telephone No.:

P & G HOLDINGS NY, LLC (A NEW YORK LIMITED LIABILITY COMPANY), 601 TERRACE STREET, MUSKEGON, MI 49440 (231)722-1621

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the MLCC as soon as possible.**

If you have any questions, please contact the On-Premises Section of the Licensing Division as (517) 636-4634.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN
TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

mailed 3-19-08 AA

Request ID # 439730

2008-36(h)
RESOLUTION

At a Regular meeting of the City Commission
(Regular or Special) (Township Board, City or Village Council)

called to order by Mayor Warmington on April 22, 2008 at 5:30 P.M.

The following resolution was offered:

Moved by Vice Mayor Gawron and supported by Commissioner Carter

That the request to TRANSFER OWNERSHIP OF 2007 CLASS C LICENSED BUSINESS, LOCATED IN ESCROW AT 800 S. MILLIRON, MUSKEGON, MI 49442, MUSKEGON TOWNSHIP, MUSKEGON COUNTY, FROM NIBLICK PROPERTIES, L.L.C. TO WATERMARK BANQUET AND CONFERENCE CENTER, LLC; AND TRANSFER LOCATION (GOVERNMENTAL UNIT) (MCL 436.1531(1) TO 920 WASHINGTON, MUSKEGON, MI 49441, MUSKEGON COUNTY. AND

NEW DANCE/ENTERTAINMENT PERMIT.

be considered for Approval
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: 7

Yeas: _____

Nays: 0

Nays: _____

Absent: 0

Absent: _____

It is the consensus of this legislative body that the application be:

Recommended for issuance
(Recommended or Not Recommended)

State of Michigan _____)

County of Muskegon _____)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the City Commission at a Regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on April 22, 2008.
(Date)

SEAL

(Signed) Ann Marie Becker
(Township, City or Village Clerk)

Ann Marie Becker, City Clerk
933 Terrace, Muskegon, MI 49440
(Mailing address of Township, City or Village)



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

mailed 4-15-08 AM

FOR MLCC USE ONLY

Request ID # 439 730

Business ID # _____

LAW ENFORCEMENT RECOMMENDATION

[Authorized by MCL 436.1916, R 436.1105(2)(d) and R 436.1403]

April 15, 2008

TO: MUSKEGON POLICE DEPT

RE: WATERMARK BANQUET & CONFERENCE CENTER, LLC

We have received a request from the above licensee for the type of permit indicated below. Please make an investigation and submit your report and/or recommendation, as requested below, to the offices of the Michigan Liquor Control Commission at the above address. Questions about this request should be directed to the MLCC Licensing Division at (517) 322-1400.

☒ OFFICIAL PERMIT FOR EXTENDED HOURS OF OPERATION FOR: Food

Weekdays _____ A.M. to _____ A.M.

Sundays 7:00 A.M. to 12:00 AM P.M.

☒ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

Note: If the applicant is requesting two separate extended hours permits and the permits are for **different hours** you must complete the box below. If additional space is needed please use reverse side of this form.

☐ OFFICIAL PERMIT FOR EXTENDED HOURS OF OPERATION FOR:

Weekdays _____ A.M. to _____ A.M.

Sundays _____ A.M. to _____ A.M./P.M.

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☒ DANCE PERMIT

☒ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☒ ENTERTAINMENT PERMIT

☒ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

mailed 4-15-08 AA

☐ TOPLESS ACTIVITY PERMIT

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☒ OUTDOOR SERVICE

☒ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ PARTICIPATION PERMIT

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☒ ADDITIONAL BAR PERMIT (3, TOTAL OF 4 BARS)

☒ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ OTHER

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

Signed:

A. J. L. Kleber DIRECTOR OF PUBLIC SAFETY

Signature and Title

Date: 4-21-08



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

POLICE INVESTIGATION REPORT

[Authorized by MCL 436.1217 and R 436.1105; MAC]

mailed 3-18-08 AA

FOR MLCC USE ONLY

Request ID # 439730

Business ID # 206615

Please conduct your investigation as soon as possible, complete all four sections of this report and return the completed report and fingerprint cards to the MLCC

LICENSEE/APPLICANT NAME, BUSINESS ADDRESS AND LICENSING REQUEST:

WATERMARK BANQUET AND CONFERENCE CENTER, LLC REQUESTS TO TRANSFER OWNERSHIP OF 2007 CLASS C LICENSED BUSINESS, LOCATED IN ESCROW AT 800 S. MILLIRON, MUSKEGON, MI 49442, MUSKEGON TOWNSHIP, MUSKEGON COUNTY, FROM NIBLICK PROPERTIES, L.L.C.; TRANSFER LOCATION (GOVERNMENTAL UNIT) (MCL 436.1531(1) TO 920 WASHINGTON, MUSKEGON, MI 49441, MUSKEGON COUNTY; CANCEL EXISTING OUTDOOR SERVICE (1 AREA); AND REQUESTS A NEW OUTDOOR SERVICE (1 AREA). AND ADD DANCE /

Section 1. APPLICANT INFORMATION

APPLICANT #1:
P & G HOLDINGS NY, LLC (A NEW YORK LIMITED LIABILITY COMPANY) – MEMBER
601 TERRACE STREET
MUSKEGON, MI 49440
(231)722-1621

APPLICANT #2:

ENTERTAINMENT, Official
(food) PERMITS, 3 ADDITIONAL
BARS (TOTAL 4).

DATE FINGERPRINTED: NO FINGERPRINTS REQUIRED

DATE FINGERPRINTED:

DATE OF BIRTH:

Is the applicant a U.S. Citizen: ☐ Yes ☐ No*

*Does the applicant have permanent Resident Alien status?
☐ Yes ☐ No*

*Does the applicant have a Visa? Enter status:

DATE OF BIRTH:

Is the applicant a U.S. Citizen: ☐ Yes ☐ No*

*Does the applicant have permanent Resident Alien status?
☐ Yes ☐ No*

*Does the applicant have a Visa? Enter status:

Attach the fingerprint card and \$30.00 for each card and mail to the Michigan Liquor Control Commission

ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2. INVESTIGATION OF BUSINESS AND ADDRESS TO BE LICENSED

Does applicant intend to have dancing, entertainment, topless activity, or extended hours permit?

☐ No ☒ Yes, complete LC-1636

Are gas pumps on the premises or directly adjacent? ☒ No ☐ Yes, explain relationship:

Section 3. LOCAL AND STATE CODES AND ORDINANCES, AND GENERAL RECOMMENDATIONS

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No

If you are recommending approval subject to certain conditions, list the conditions: (attach a signed and dated report if more space is needed)

Section 4. RECOMMENDATION

From your investigation:

1. Is this applicant qualified to conduct this business if licensed? ☒ Yes ☐ No
2. Is the proposed location satisfactory for this business? ☒ Yes ☐ No
3. Should the Commission grant this request? ☒ Yes ☐ No
4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

J. L. Isher
Signature (Sheriff or Chief of Police)

4-14-08
Date

MUSKEGON POLICE DEPARTMENT



STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

PI NUMBER: 439730

LOCAL LAW ENFORCEMENT AGENCY REPORT

DANCE/ENTERTAINMENT/TOPLESS ACTIVITY PERMIT
(Authorized by MCL 436.1916)

WATERMARK BANQUET + CONFERENCE CENTER LLC
APPLICANT/LICENSEE

PHONE NUMBER

920 WASHINGTON MUSKEGON MUSKEGON 49441
STREET ADDRESS CITY TOWNSHIP COUNTY ZIP

PERMIT(S) REQUESTED: DANCE ☒ ENTERTAINMENT ☒ TOPLESS ACTIVITY ☐

1. The dance floor will not be less than 100 square feet, is clearly marked and well defined when there is dancing by customers. YES ☒ NO ☐ N/A ☐
2. Describe the type of entertainment applicant/licensee will provide: N/A ☐
3. Will this entertainment include topless activity? YES ☐ NO ☒ N/A ☐

LAW ENFORCEMENT RECOMMENDATION

DANCE PERMIT	YES ☒	NO ☐	N/A ☐
ENTERTAINMENT PERMIT	YES ☒	NO ☐	N/A ☐
TOPLESS ACTIVITY PERMIT	YES ☐	NO ☐	N/A ☒

REMARKS

DATE SUBMITTED

J. L. Blum
OFFICER'S SIGNATURE

Muskegon Police
DEPARTMENT NAME

231 724-6750
PHONE NUMBER

980 Jefferson
ADDRESS

MUSKEGON
CITY



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

**APPLICATION FOR OFFICIAL PERMIT FOR
DIFFERENCE IN HOURS OF OPERATION**

[Authorized by MCL 436.1916 and R 436.1403]

mailed 4.15.08 AD

FOR MLCC USE ONLY

Request ID # 439730

Business ID # _____

Applicant or Licensee Name: Watermark Banquet and Conference Center, LLC

Address: 920 Washington Avenue, Muskegon, MI 49441

Type of License: Class C License No.: 100485-2007

The MLCC is requested to grant an extended hours permit for: (check boxes that apply). **INCLUDE A \$70.00 INSPECTION FEE AND MAKE PAYABLE TO THE STATE OF MICHIGAN.**

- ☐ Dance (To apply for this purpose you must have a separate Dance Permit issued by the MLCC)
- ☐ Entertainment (To apply for this purpose you may have to have a separate Entertainment Permit issued by the MLCC).
- ☒ Operating our restaurant for the sale of food (Must have a full Service kitchen)
- ☐ Operating night league bowling, tournaments or Sunday morning bowling
- ☐ Registering golfers ☐ Registering Skiers
- ☐ Registering Tennis Players ☐ Registration of Guests
- ☐ Meetings
- ☐ Special Events, Indicate below Specific Event or Events that will be occurring.

☐ Athletic Activities, Indicate below Specific Athletic activities that will be occurring.

☐ Others Please Specify Activities: _____

MLCC LICENSING
2008 MAR 28 PM 1:07

mail 4-15-08
AA

Application for Difference in Hours of Operation (cont'd)

NOTE: The licensed premises may not be occupied by anyone except the licensee and bona fide employees who are working between the hours of 2:30 A.M. and 12:00 Noon on any Sunday or from 2:30 A.M. until 7:00 A.M. on any other day. Please indicate below the extended hours you are applying for to conduct the activities indicated on Page 1.

Weekdays _____ A.M. to _____ A.M.

Note: Saturday night after midnight is Sunday and requires Sunday hours if the premises is to be occupied after 2:30 A.M.

Sundays 7 A.M. to 12 A.M. /P.M.

Will Licensee be conducting the requested activity? ☒ YES ☐ NO

If no, attach a request for waiver of R 436.1437 and copy of concession and/or licensing agreement for person conducting that activity.

It is understood that the licensee issued an extended hours permit shall not allow customers on the licensed premises during the time period provided by the extended hours permit unless the activities, and only those activities, allowed by the extended hours permit are occurring. If you apply for two separate activities and the activities are for different hours you must fill out and attach a separate application. **THIS PERMIT DOES NOT ALLOW THE SALE, SERVICE, OR CONSUMPTION OF ALCOHOLIC LIQUOR DURING THE EXTENDED HOURS.**

ISSUANCE OF THIS PERMIT REQUIRES APPROVAL BY YOUR LOCAL LAW ENFORCEMENT AGENCY. IF MAKING APPLICATION FOR EXTENDED HOURS FOR DANCE OR ENTERTAINMENT A RECOMMENDATION FROM THE LOCAL LEGISLATIVE BODY IS ALSO REQUIRED.

Your request will be referred to your local law enforcement agency and local legislative body (if needed) for their recommendation upon receipt of a complete and acceptable application and the required \$70.00 inspection fee.

THE LICENSEE/APPLICANT, AN AUTHORIZED CORPORATE OFFICER OR MEMBER OF A LIMITED LIABILITY COMPANY MUST SIGN THIS APPLICATION.

Licensee or Applicant Signatures: _____

Moses Gross, Manager

CONTACT INFORMATION

Name: Sarah Rooks

Address: 930 Washinton Avenue

(street address)

Muskegon

(city)

MI

(state)

49441

Phone Number: (231) 727-0805 ext. 25

E-Mail Address: sarahr@watermarkcenter.com

MLCC LICENSING

2008 MAR 10 PM 1:08

LIQUOR LICENSE REVIEW FORM

Business Name: Watermark Banquet + Conference Center, LLC

AKA Business Name (if applicable): _____

Operator/Manager's Name: _____

Business Address: 920 Washington
Muskegon, MI 49441

Reason for Review:

New License ☐

Transfer of Ownership ☒

^{New} Dance Permit ☒

Drop/Add Name on License ☐

Transfer Location ☐

Drop/Add Stockholder Name ☐

New Entertainment Permit ☒

Other Transfer from Muskegon Township

Deadline for receipt of all information: _____

Public Safety

Approved ☒

Denied ☐

No Action Needed ☐

Income Tax

Approved ☐

Owing ☐

Amount: _____

Treasurer

Approved ☐

Owing ☐

Amount: _____

Zoning

Approved ☐

Denied ☐

Pending ZBA ☐

Clerk's

Approved ☐

Owing ☐

Amount: _____

Fire/Inspections

Approved ☐

Denied ☐

Remaining Defects ☐

Department Signature X J. L. K. Miller 4-14-08

Please return to the City Clerk's Office

LIQUOR LICENSE REVIEW FORM

Business Name: Watermark Banquet & Conference Center, LLC

AKA Business Name (if applicable): _____

Operator/Manager's Name: _____

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Muskegon, MI 49441

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Drop/Add Name on License ☐

Transfer Location ☐

Drop/Add Stockholder Name ☐

New Entertainment Permit ☒

Other Transfer from Muskegon Township

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Public Safety

Approved ☐

Denied ☐

No Action Needed ☐

Income Tax

Approved ☒

Owing ☐

Amount: _____

Treasurer

Approved ☐

Owing ☐

Amount: _____

Zoning

Approved ☐

Denied ☐

Pending ZBA ☐

Clerk's

Approved ☐

Owing ☐

Amount: _____

Fire/Inspections

Approved ☐

Denied ☐

Remaining Defects ☐

Department Signature [Signature]

Please return to the City Clerk's Office

LIQUOR LICENSE REVIEW FORM

Business Name: Watermark Banquet + Conference Center, LLC

AKA Business Name (if applicable): _____

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Transfer Location ☐

Drop/Add Stockholder Name ☐

New Entertainment Permit ☒

Other Transfer from Muskegon Township

Deadline for receipt of all information: _____

Public Safety Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☒ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspections Approved ☐ Denied ☐ Remaining Defects ☐

Department Signature 

Please return to the City Clerk's Office

LIQUOR LICENSE REVIEW FORM

Business Name: Watermark Banquet + Conference Center, LLC

AKA Business Name (if applicable): _____

Operator/Manager's Name: _____

Business Address: 920 Washington

Muskegon, MI 49441

Reason for Review:

New License ☐

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^{New} Dance Permit ☒

Drop/Add Name on License ☐

Transfer Location ☐

Drop/Add Stockholder Name ☐

New Entertainment Permit ☒

Other Transfer from Muskegon Township

Deadline for receipt of all information: _____

Public Safety Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☒ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspections Approved ☐ Denied ☐ Remaining Defects ☐

Department Signature M L R

Please return to the City Clerk's Office

LIQUOR LICENSE REVIEW FORM

Business Name: Watermark Banquet & Conference Center, LLC

AKA Business Name (if applicable): _____

Operator/Manager's Name: _____

Business Address: 920 Washington

Muskegon, MI 49441

Reason for Review:

New License ☐

Transfer of Ownership ☒

^{New} Dance Permit ☒

Drop/Add Name on License ☐

Transfer Location ☐

Drop/Add Stockholder Name ☐

New Entertainment Permit ☒

Other Transfer from Muskegon Township

Deadline for receipt of all information: _____

Public Safety Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspections Approved ☒ Denied ☐ Remaining Defects ☐

Department Signature Mari Matsuy

Please return to the City Clerk's Office

LIQUOR LICENSE REVIEW FORM

Business Name: Watermark Banquet + Conference Center, LLC

AKA Business Name (if applicable): _____

Operator/Manager's Name: _____

Business Address: 920 Washington

Muskegon, MI 49441

Reason for Review:

New License ☐

Transfer of Ownership ☒

^{New}
Dance Permit ☒

Drop/Add Name on License ☐

Transfer Location ☐

Drop/Add Stockholder Name ☐

New Entertainment Permit ☒

Other Transfer from Muskegon Township

Deadline for receipt of all information: _____

Public Safety Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspections Approved ☒ Denied ☐ Remaining Defects ☐

Department Signature [Signature]

Please return to the City Clerk's Office

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

PARMENTER O'TOOLE
ATTORNEYS AT LAW
GENERAL ACCOUNT
601 TERRACE STREET • P.O. BOX 786
MUSKEGON, MICHIGAN 49443-0786

MUSKEGON COMMERCE BANK
MUSKEGON, MI 49444

0047976

74-1383/724

DATE	CHECK	AMOUNT
04/15/08	47976	\$252.00

TWO HUNDRED FIFTY AND 00/100 DOLLARS

PAY
TO THE
ORDER
OF

CITY OF MUSKEGON
City Clerk's Office
932 Terrace Street
Muskegon, MI 49442



VOID AFTER 120 DAYS

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈047976⑈ ⑆072413832⑆ 12005459⑈

SECURE
SECURE
SECURE
SECURE
MP

Details on back



Security Features included

 COPY

933 Terrace St
Muskegon, MI 49440
Phone (231) 724-6705 Fax (231) 724-4178

DATE: April 16, 2008
INVOICE # LL101
FOR: *Liquor License
Transfer*

Bill To:
Parmenter O'Toole
Attention: Keith McEvoy
601 Terrace Street
Muskegon, MI 49440

Credit to G/L account # 101-00000-4203

DESCRIPTION	AMOUNT
Liquor License Transfer fee for Watermark Banquet & Conference Center, LLC, 920 Washington, Muskegon, MI	\$ 250.00
TOTAL	\$ 250.00

If you have any questions concerning this invoice, contact the City Clerk's Office at (231) 724-6705.

THANK YOU FOR YOUR BUSINESS!

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

Assessor
(231)724-6708
FAX (231)726-5181

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

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

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

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

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

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

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

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

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

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

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

Leisure Services
(231)724-6704
FAX (231)724-1196

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

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

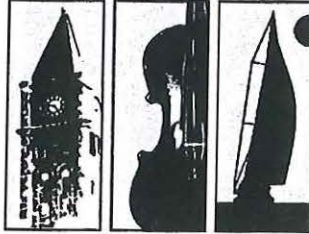
Public Works
(231)724-4100
FAX (231)722-4188

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

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

April 25, 2008

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

REF: Req ID #439730
Niblick Properties, L.L.C.
920 Washington
Muskegon, MI 49441

To Whom It May Concern:

Enclosed are Form LC-1800, LC-1636, LC-1305, LC693N, and LC-1112 for Niblick Properties, L.L.C. This was recommended for approval by the City Commission at their April 22, 2008, City Commission Meeting.

Please do not hesitate to call me at (231) 724-6705.

Sincerely,

Linda Potter
Deputy Clerk

enc.

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

D. Is delivery address different from item 1?

If Yes, the delivery address is as follows:

MAIL & DELIVERY SERVICES AGENT FOR STATE OF MICHIGAN

APR 28 2008

3. Service Type

POST OFFICE BOX 30005
LANSING MICHIGAN 48905

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

7006 0100 0004 8340 91 56

City of Muskegon, MI

Date: April 14, 2008
To: Honorable Mayor and City Commissioners
From: Lowell Kirksey, Recreation Supervisor
RE: Muskegon Summer Celebration

SUMMARY OF REQUEST: Please see letter/request from the Muskegon Summer Celebration. 2008's request is consistent with 2007's. There are no significant changes.

FINANCIAL IMPACT: Request that rental fees be waived for any equipment used.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: None.

COMMITTEE RECOMMENDATION: The Leisure Services Board approved this event at their March 17th meeting.

February 19, 2008

Bryon Mazade
City Manager
City of Muskegon
PO Box 536
Muskegon, MI 49443-0536

RECEIVED

FEB 21 2008

MUSKEGON
CITY MANAGER'S OFFICE

Dear Mr. Mazade:

The Muskegon Summer Celebration Committees are preparing for the 2008 festival to be held Thursday, June 26 through Sunday, July 6. We are humbly requesting the following from City of Muskegon for the 2008 festival:

- Fireworks permits for July 4 and July 6. Both shows will be shot from barges over Muskegon Lake. The July 4 show will be the bigger of the two shows and therefore anticipate the July 4 show to attract the larger of the two crowds.
- Permission for exclusive use of Hackley Park from June 26 through July 6.
- Permission for the exclusive use of Clay Avenue between Third and Sixth Streets, and Fourth, Fifth and Sixth Streets between Webster and Western and the city parking lot along Western Avenue across from the LC Walker Arena for Art in the Park/Village Craft Market on July 4, 5, & 6. In addition, we would request the use of Clay Avenue between Third and Fifth streets on Thursday, July 3 for set up for the weekend's activities. As part of this weekend, we will be creating a Bistro on Clay Avenue, between Third Street and Fourth Street. This will be a fenced in area approximately 80 by 30 with umbrella tables and chairs. Wine by the glass and bottled beer will be available in this area. There may also be a single jazz performer playing throughout the weekend.
- Permission for the exclusive use of W. Western Avenue between Fifth and Seventh on June 26, 27, & 28 for a BBQ event. Setup will be on the 26th, with the event running on the 27th and 28th. There will be vendors on the north side of the road and picnic tables along the south side. There will be a fenced in area between the Depot and Amazon with beer service and a band. Hours of operation will be 4:00

C: B. Young

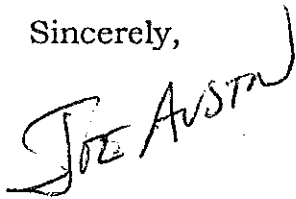
p.m. to 10:00 p.m. on Friday and 11:00 a.m. to 7:00 p.m. on Saturday.

- Grant exclusive peddling and selling rights of any article from a stand, stall, vehicle, pack or basket, or in any other manner, on any of the following streets in the City in downtown Muskegon during the festival: Webster, Muskegon, Pine, First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Clay, Western, Shoreline Drive, Morris, Terrace, Thayer, Jefferson, and Division. In addition we would request exclusive peddling and selling rights for all City-owned property in the downtown area.
- That the City notify the Summer Celebration of any request for use of City facilities during the time of the Summer Celebration before granting permission for its use.
- Permission for the exclusive use of Shoreline Drive beginning at the bridge near Port City Paint, turning at Fourth Street, and ending at Hackley Park on Saturday, June 28 from 8:30 a.m. to 12:30 p.m. for the parade route. In addition we would like to use Clay from Third to Fourth on Saturday, July 7 from 9:00 a.m. to 2:00 p.m. for bus and vehicle parking for parade disbanding.
- Permission to use Western Avenue between Seventh and Eighth Streets and the adjacent grassy area June 26 – July 6 for Club SC. This area will be on the grass, fenced in, and include food and beverage service. Hours of operation will be 5:00 p.m. to 10:00 p.m.
- Permission to sell liquor as part of our liquor license. The liquor would be served at our Tiki Bar area on the point in the concert area. This is the ONLY location where these drinks would be available for purchase. The contracted vendor would again control the percentage of alcohol per drink as they did the last years.
- Permission to use the equipment listed on the attached application. While we understand the need to reimburse the City for all labor costs, we would ask that the rental fee be waived for any equipment we borrow. In exchange we will provide an equal monetary value of the rental costs in Summer Celebration concert tickets. This exchange would be coordinated through the City Manager.
- Summer Celebration be able to use its own labor pool rather than City employees whenever possible for many tasks previously done by City employees.
- The City provide a complete, detailed accounting of every hour charged back to Muskegon Summer Celebration.

- Any additional labor or equipment use not outlined on this application be cleared through Summer Celebration first, unless of course, it is an emergency or matter of public safety.
- The executive director and the appropriate staff members meet prior to the event to evaluate and review staffing levels for any and all city personnel whose time is to be reimbursed by the festival.

On behalf of the Summer Celebration Committee, I want to thank you and the City for your continued support of the festival. Without that help it would not enjoy the success it does. We look forward to working with you again in 2008.

Sincerely,

A handwritten signature in black ink that reads "Joe Austin". The signature is written in a cursive, slightly slanted style.

Joe Austin, Executive Director

Cc: Bryon Mazade, Chairperson, Board of Trustees

Date: April 22, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
**RE: City – MDOT Agreement for:
Intersections improvements on US-31BR at
Sherman & Hackley**

SUMMARY OF REQUEST:

To approve the attached contract with MDOT for the intersections improvements on Seaway Dr. (US-31BR) at Sherman & Hackley and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contract. The proposed work consists of creating a right turn lane on north bound seaway at Sherman * Hackley.

FINANCIAL IMPACT:

While this is an MDOT project the city's participation is required under ACT-51 since the project falls within the City limits. The City's share is estimated at \$5,550 but not more than 11.25% of eligible cost. The total cost of the project is estimated @ \$246,400.

BUDGET ACTION REQUIRED:

None at this time. The City's share of the cost will come out of the 08 Major street fund, as was budgeted.

STAFF RECOMMENDATION:

That the attached agreement and resolution be approved.

COMMITTEE RECOMMENDATION:

RESOLUTION 2008-36(j)

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE INTERSECTIONS IMPROVEMENTS ON US-31BR (SEAWAY DR.) AT SHERMAN & HACKLEY TOGETHER WITH THE NECESSARY RELATED WORK AND AUTHORIZATION FOR MAYOR STEPHEN J. WARMINGTON AND CITY CLERK ANNE M. BECKER TO EXECUTE SAID CONTRACT

Moved by Vice Mayor Gawron and supported by

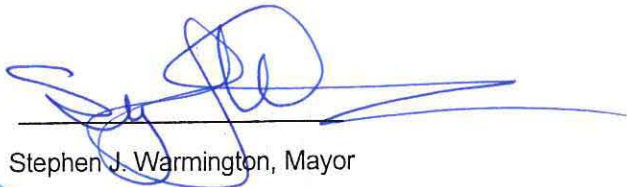
Commissioner Carter that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **07-5722** between the Michigan Department of Transportation and the City of Muskegon for the **INTERSECTIONS IMPROVEMENTS ON US-31BR AT SHERMAN & HACKLEY** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **07-5722** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this 22nd day of April, 2008.

BY


Stephen J. Warmington, Mayor

ATTEST


Ann M. Becker, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on April 22, 2008. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By


Ann M. Becker, Clerk

FEDERAL AID PROGRESS PAYMENT

DAB	
Control Section	CM 61151
Job Number	100637A; 100637C
Federal Project	CM 0861(386); CM 0761(031)
Federal Item	RR 6338; RR 6026
Contract	07-5722

THIS CONTRACT is made and entered into this date of MAY 08 2008, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Intersection improvements on Highway US-31BR at the northerly quadrants with Sherman Avenue and at all four quadrants with Hackley Avenue including drainage and safety improvements; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$246,400; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering, plans and specifications; acquisition costs of the property ~~for rights of way, including interest on awards, attorney fees and court costs; physical~~

construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering, legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT -	88.75%
CITY -	11.25%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED COST	FEDERAL AID	BALANCE AFTER FEDERAL AID	DEPT'S SHARE	CITY'S SHARE
Constr. & CE	\$217,300	\$173,800	\$43,500	\$38,600	\$4,900
PE	\$ 29,100	\$ 23,300	\$ 5,800	\$ 5,150	\$ 650
TOTAL	\$246,400	\$197,100	\$49,300	\$43,750	\$5,550

The engineering costs chargeable to the DEPARTMENT and the CITY will be established in the same ratio as the actual direct construction costs.

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a biweekly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No biweekly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its required payments as specified herein.

9. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such moneys thereafter allocated by law to the CITY from the Michigan transportation Fund sufficient moneys to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

10. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

11. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

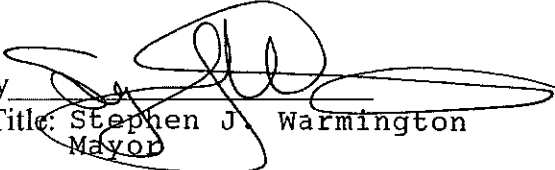
12. All of the PROJECT work shall be done by the DEPARTMENT.

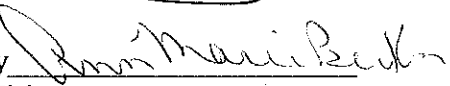
13. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

14. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

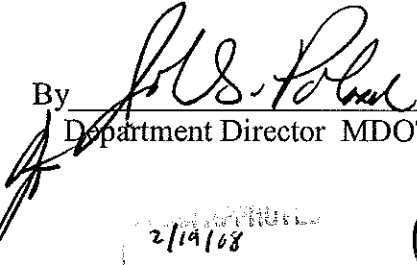
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF MUSKEGON

By 
Title: Stephen J. Warmington
Mayor

By 
Title: Ann Marie Becker, MMC
City Clerk

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By 
Department Director MDOT

2/19/08

AT



APPROVED STATE
ADM. BOARD

5/4/08

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Date: April 22, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Isabella, Ambrosia to Williams (H-1633) & Ada, Wood to Chestnut (W-695)

SUMMARY OF REQUEST:

Award the Ada & Isabella construction contract to Schippers Excavating out of West Olive since they were the lowest responsible bidder with a total bid price of \$406,048.00, see attached bid tabulation. The contract consists of both Ada water main replacement (W-695) & Isabella (H-1633) projects which were combined into one contract.

FINANCIAL IMPACT:

The construction cost of \$406,048.00 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to Schippers Excavating.

COMMITTEE RECOMMENDATION:

BID TABULATION - 04/15/08

TOTAL	100.00
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ADA AVENUE, WOOD ST. TO CHESTNUT ST. W-695

WATERMAIN IMPROVEMENTS

BID TABULATION - 04/15/08

ITEM OF WORK	UNIT	QTY	CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		SCHIPPERS EXCAVATING 9829 LAKE MICHIGAN DR WEST OLIVE, MI 49460		BRENNER EXCAVATING 2841 132ND AVE HOPKINS, MI 49328		MCCORMICK SAND, INC. 5430 RUSSELL RD. TWIN LAKE, MI 49457		MILBOCKER & SONS 1256 29TH ST. ALLEGAN, MI 49010		WADEL STABILIZATION, INC 2500 N. OCEANA DR. HART, MI 49420		KAMMINGA & ROODVOETS 3435 BROADMOOR AVE. SE GRAND RAPIDS, MI 49512		FELCO CONTRACTORS, INC 856 PULASKI AVE. MUSKEGON, MI 49441	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1 BEND 45° 8" D.I. M.J.	EACH	6	\$345.00	\$2,070.00	\$ 300.00	\$ 1,800.00	\$ 241.00	\$ 1,446.00	\$ 337.00	\$ 2,022.00	\$ 250.00	\$ 1,500.00	\$ 275.00	\$ 1,650.00	\$ 290.00	\$ 1,740.00	\$ 400.00	\$ 2,400.00	\$ 275.00	\$ 1,650.00
2 CAP 8" D.I. M.J. W/2" TAP AND PLUG	EACH	2	\$350.00	\$700.00	\$ 250.00	\$ 500.00	\$ 251.00	\$ 502.00	\$ 265.00	\$ 530.00	\$ 170.00	\$ 340.00	\$ 1,000.00	\$ 2,000.00	\$ 565.00	\$ 1,130.00	\$ 900.00	\$ 1,800.00	\$ 565.00	\$ 1,130.00
3 CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	15	\$175.00	\$2,625.00	\$ 150.00	\$ 2,250.00	\$ 170.50	\$ 2,557.50	\$ 232.00	\$ 3,480.00	\$ 290.00	\$ 4,350.00	\$ 275.00	\$ 4,125.00	\$ 125.00	\$ 1,875.00	\$ 200.00	\$ 3,000.00	\$ 125.00	\$ 1,875.00
4 CORP. STOP 2" MUELLER #15000 OR EQUAL	EACH	1	\$350.00	\$350.00	\$ 400.00	\$ 400.00	\$ 345.00	\$ 345.00	\$ 640.00	\$ 640.00	\$ 470.00	\$ 470.00	\$ 650.00	\$ 650.00	\$ 310.00	\$ 310.00	\$ 600.00	\$ 600.00	\$ 310.00	\$ 310.00
5 CROSS 8" D.I. M.J.	EACH	1	\$575.00	\$575.00	\$ 500.00	\$ 500.00	\$ 498.00	\$ 498.00	\$ 686.00	\$ 686.00	\$ 600.00	\$ 600.00	\$ 660.00	\$ 660.00	\$ 560.00	\$ 560.00	\$ 810.00	\$ 810.00	\$ 560.00	\$ 560.00
6 CURB STOP 2" W / BOX MUELLER #15150 OR EQUAL	EACH	1	\$350.00	\$350.00	\$ 400.00	\$ 400.00	\$ 406.00	\$ 406.00	\$ 525.00	\$ 525.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00	\$ 595.00	\$ 595.00	\$ 500.00	\$ 500.00	\$ 595.00	\$ 595.00
7 CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL	EACH	6	\$175.00	\$1,050.00	\$ 200.00	\$ 1,200.00	\$ 243.00	\$ 1,458.00	\$ 328.00	\$ 1,968.00	\$ 360.00	\$ 2,160.00	\$ 275.00	\$ 1,650.00	\$ 280.00	\$ 1,680.00	\$ 200.00	\$ 1,200.00	\$ 275.00	\$ 1,650.00
8 CUT AND CAP 4" WATERMAIN	EACH	3	\$800.00	\$2,400.00	\$ 200.00	\$ 600.00	\$ 107.50	\$ 322.50	\$ 702.00	\$ 2,106.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 3,000.00	\$ 485.00	\$ 1,455.00	\$ 700.00	\$ 2,100.00	\$ 485.00	\$ 1,455.00
9 EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EACH	6	\$100.00	\$600.00	\$ 100.00	\$ 600.00	\$ 128.50	\$ 771.00	\$ 47.00	\$ 282.00	\$ 80.00	\$ 480.00	\$ 120.00	\$ 720.00	\$ 90.00	\$ 540.00	\$ 100.00	\$ 600.00	\$ 90.00	\$ 540.00
10 HYDRANT STD.	EACH	3	\$1,760.00	\$5,280.00	\$ 1,750.00	\$ 5,250.00	\$ 2,164.50	\$ 6,493.50	\$ 1,766.00	\$ 5,298.00	\$ 1,900.00	\$ 5,700.00	\$ 1,925.00	\$ 5,775.00	\$ 1,550.00	\$ 4,650.00	\$ 2,100.00	\$ 6,300.00	\$ 1,550.00	\$ 4,650.00
11 REDUCER 8" X 6" D.I. M.J.	EACH	2	\$300.00	\$600.00	\$ 250.00	\$ 500.00	\$ 213.00	\$ 426.00	\$ 298.00	\$ 596.00	\$ 210.00	\$ 420.00	\$ 240.00	\$ 480.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00
12 REMOVING TREES 25" - 36"	EACH	1	\$500.00	\$500.00	\$ 750.00	\$ 750.00	\$ 937.00	\$ 937.00	\$ 950.00	\$ 950.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00	\$ 510.00	\$ 510.00	\$ 4,000.00	\$ 4,000.00	\$ 510.00	\$ 510.00
13 SLEEVE, 6" D.I. M.J. LONG	EACH	1	\$400.00	\$400.00	\$ 250.00	\$ 250.00	\$ 180.00	\$ 180.00	\$ 561.00	\$ 561.00	\$ 650.00	\$ 650.00	\$ 1,000.00	\$ 1,000.00	\$ 1,210.00	\$ 1,210.00	\$ 500.00	\$ 500.00	\$ 1,210.00	\$ 1,210.00
14 SLEEVE, 8" D.I. M.J. LONG	EACH	1	\$450.00	\$450.00	\$ 275.00	\$ 275.00	\$ 252.00	\$ 252.00	\$ 420.00	\$ 420.00	\$ 850.00	\$ 850.00	\$ 1,000.00	\$ 1,000.00	\$ 1,300.00	\$ 1,300.00	\$ 600.00	\$ 600.00	\$ 1,300.00	\$ 1,300.00
15 TAPPING SLEEVE AND VALVE 16" X 8" W/BOX	EACH	2	\$4,000.00	\$8,000.00	\$ 2,350.00	\$ 4,700.00	\$ 3,038.00	\$ 6,076.00	\$ 2,739.00	\$ 5,478.00	\$ 2,600.00	\$ 5,200.00	\$ 3,100.00	\$ 6,200.00	\$ 2,350.00	\$ 4,700.00	\$ 4,000.00	\$ 8,000.00	\$ 2,350.00	\$ 4,700.00
16 TAPPING SLEEVE AND VALVE 6" X 6" W/BOX	EACH	1	\$2,800.00	\$2,800.00	\$ 1,650.00	\$ 1,650.00	\$ 2,030.00	\$ 2,030.00	\$ 1,825.00	\$ 1,825.00	\$ 2,000.00	\$ 2,000.00	\$ 2,300.00	\$ 2,300.00	\$ 1,500.00	\$ 1,500.00	\$ 3,100.00	\$ 3,100.00	\$ 1,500.00	\$ 1,500.00
17 TEE 8" X 8" X 6" D.I. M.J.	EACH	3	\$400.00	\$1,200.00	\$ 350.00	\$ 1,050.00	\$ 353.00	\$ 1,059.00	\$ 486.00	\$ 1,458.00	\$ 350.00	\$ 1,050.00	\$ 390.00	\$ 1,170.00	\$ 395.00	\$ 1,185.00	\$ 500.00	\$ 1,500.00	\$ 395.00	\$ 1,185.00
18 TRAFFIC CONTROL	LUMP	1	\$5,000.00	\$5,000.00	\$ 3,350.00	\$ 3,350.00	\$ 5,243.00	\$ 5,243.00	\$ 11,969.00	\$ 11,969.00	\$ 7,805.00	\$ 7,805.00	\$ 5,200.00	\$ 5,200.00	\$ 6,800.00	\$ 6,800.00	\$ 4,600.00	\$ 4,600.00	\$ 6,800.00	\$ 6,800.00
19 TRENCH REPAIR LOCAL ST. TYPE III	LIN. FT.	1177	\$25.00	\$29,425.00	\$ 25.00	\$ 29,425.00	\$ 27.70	\$ 32,602.90	\$ 23.00	\$ 27,071.00	\$ 39.30	\$ 46,256.10	\$ 55.30	\$ 65,088.10	\$ 28.00	\$ 32,956.00	\$ 36.00	\$ 42,372.00	\$ 28.00	\$ 32,956.00
20 TRENCH REPAIR SPECIAL	LIN. FT.	348	\$30.00	\$10,440.00	\$ 30.00	\$ 10,440.00	\$ 41.25	\$ 14,355.00	\$ 20.00	\$ 6,960.00	\$ 42.00	\$ 14,616.00	\$ 27.50	\$ 9,570.00	\$ 22.00	\$ 7,656.00	\$ 62.00	\$ 21,576.00	\$ 22.00	\$ 7,656.00
21 VALVE GATE 6" M.J. W/BOX	EACH	3	\$625.00	\$1,875.00	\$ 550.00	\$ 1,650.00	\$ 767.00	\$ 2,301.00	\$ 814.00	\$ 2,442.00	\$ 690.00	\$ 2,070.00	\$ 925.00	\$ 2,775.00	\$ 550.00	\$ 1,650.00	\$ 700.00	\$ 2,100.00	\$ 550.00	\$ 1,650.00
22 VALVE GATE 8" M.J. W/BOX	EACH	3	\$800.00	\$2,400.00	\$ 750.00	\$ 2,250.00	\$ 1,077.00	\$ 3,231.00	\$ 1,035.00	\$ 3,105.00	\$ 960.00	\$ 2,880.00	\$ 1,050.00	\$ 3,150.00	\$ 715.00	\$ 2,145.00	\$ 800.00	\$ 2,400.00	\$ 715.00	\$ 2,145.00
23 WATER METER PIT COMPLETE	EACH	9	\$675.00	\$6,075.00	\$ 650.00	\$ 5,850.00	\$ 745.00	\$ 6,705.00	\$ 690.00	\$ 6,210.00	\$ 900.00	\$ 8,100.00	\$ 650.00	\$ 5,850.00	\$ 750.00	\$ 6,750.00	\$ 400.00	\$ 3,600.00	\$ 750.00	\$ 6,750.00
24 WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	486	\$18.00	\$8,748.00	\$ 18.00	\$ 8,748.00	\$ 13.00	\$ 6,318.00	\$ 13.00	\$ 6,318.00	\$ 21.00	\$ 10,206.00	\$ 14.00	\$ 6,804.00	\$ 28.00	\$ 13,608.00	\$ 24.00	\$ 11,664.00	\$ 28.00	\$ 13,608.00
25 WATER SERVICE 2" TYPE "K" COPPER	LIN. FT.	40	\$50.00	\$2,000.00	\$ 28.00	\$ 1,120.00	\$ 25.00	\$ 1,000.00	\$ 27.00	\$ 1,080.00	\$ 33.00	\$ 1,320.00	\$ 25.00	\$ 1,000.00	\$ 45.00	\$ 1,800.00	\$ 40.00	\$ 1,600.00	\$ 45.00	\$ 1,800.00
26 WATER VALVE BOX AND COVER	EACH	1	\$350.00	\$350.00	\$ 200.00	\$ 200.00	\$ 359.00	\$ 359.00	\$ 264.00	\$ 264.00	\$ 270.00	\$ 270.00	\$ 285.00	\$ 285.00	\$ 360.00	\$ 360.00	\$ 300.00	\$ 300.00	\$ 360.00	\$ 360.00
27 WATERMAIN 6" D.I. CL 52	LIN. FT.	54	\$40.00	\$2,160.00	\$ 33.00	\$ 1,782.00	\$ 32.00	\$ 1,728.00	\$ 34.00	\$ 1,836.00	\$ 31.00	\$ 1,674.00	\$ 40.00	\$ 2,160.00	\$ 46.00	\$ 2,484.00	\$ 41.00	\$ 2,214.00	\$ 46.00	\$ 2,484.00
28 WATERMAIN 8" D.I. CL 52	LIN. FT.	993	\$35.00	\$34,755.00	\$ 36.00	\$ 35,748.00	\$ 33.00	\$ 32,769.00	\$ 42.00	\$ 41,706.00	\$ 36.00	\$ 35,748.00	\$ 30.50	\$ 30,286.50	\$ 42.00	\$ 41,706.00	\$ 47.00	\$ 46,671.00	\$ 42.00	\$ 41,706.00
TOTAL				\$ 133,378.00		\$ 123,438.00		\$ 132,628.40		\$ 137,880.00		\$ 159,625.10		\$ 166,538.60		\$ 143,665.00		\$ 180,197.00		\$ 180,197.00
PROJECT TOTALS																				
ISABELLA				\$ 314,044.00		\$ 282,610.00		\$ 282,197.55		\$ 265,550.00		\$ 284,920.70		\$ 281,443.55		\$ 308,990.55		\$ 357,800.00		\$ 357,800.00
ADA				\$ 133,378.00		\$ 123,438.00		\$ 132,628.40		\$ 137,880.00		\$ 159,625.10		\$ 166,538.60		\$ 143,665.00		\$ 180,197.00		\$ 180,197.00
PROJECT TOTAL				\$447,422.00		\$406,048.00		\$414,825.95		\$423,430.00		\$444,545.80		\$447,982.15		\$452,655.55		\$547,997.00		\$547,997.00

Date: April 22, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
**RE: Micro-Surfacing of Lakeshore Dr. between
Laketon Ave. & Michigan Ave.**

SUMMARY OF REQUEST:

Authorize staff to enter into a maintenance agreement with Terry Asphalt to micro surface Lakeshore Dr. from Laketon to Michigan Ave. as per the attached proposal. Terry Asphalt has a contract with Norton Shores to perform similar projects and they agreed to extend the unit prices to the City of Muskegon.

FINANCIAL IMPACT:

The estimated cost of \$47,000.

BUDGET ACTION REQUIRED:

None at this time. This project if approved will be added to the budget's first quarter forecast.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Terry Asphalt to perform the tasks outlined in the attached proposal.

COMMITTEE RECOMMENDATION:

April 10, 2008

**The City of Muskegon
Attn: Mr. Mohammed S. Al-Shatel
1350 E Keating Ave
Muskegon, MI 49442**

**LAKE SHORE DRIVE IN THE CITY OF MUSKEGON
MICRO-SURFACING AGREEMENT DESCRIPTION**

POB. Laketon Avenue

Pavement Condition: Good cross section, light raveling and moderate, fine cracking, pot holes and a couple of areas requiring bituminous patching to be handled by the City.

POE. Michigan Avenue

TOTAL SQUARE YARDS FROM THE ABOVE = 10,964 SqYd

RECOMMENDATIONS:

The street listed above is at the point where the pavement is beyond a crack sealing treatment. Due to the loss of fines and the extensive amount of cracking, an interlayer followed by a surface course of Micro-Surface is a better more cost effective fix.

The interlayer / Chip seal materials are as follows:

- **Emulsion - CRS-2M (Applied @ .45gal / SqYd)**
- **Stone - MDOT approved 29A (tested to be compatible with CRS-2M)**

TOTAL COST FOR THE INTERLAYER: 10,964 SqYd @ \$2.59/sqyd = \$28,396

Micro-Surface Course.

- **Applied @ 18 - 20lbs / SqYd**

TOTAL COST FOR THE MICRO SURFACE COURSE: 10,964 SqYd @ \$1.69/sqyd =
\$18,529

TOTAL COST FOR LAKE SHORE DRIVE FROM LAKETON TO MICHIGAN

\$46,925

This pricing is base on coordinating this project with other work when we are in the area.

Payment Terms: Net 30 days from commencement of project.

Sincerely,

**Malcolm Smith
Terry Asphalt Materials Inc.
1950 Williams Street
Alma, MI 48801
Cell 616-822-4357
Telephone 989-463-1323**



ASPHALT MATERIALS INC

Tomorrow's Asphalt Solutions - Today

May1, 2008

City of Muskegon
Mr. Mohammed S. Al-Shatel P.E.
1350 E Keating
Muskegon, Michigan 49442

Re: Lake Shore Drive in the City of Muskegon from Laketon Avenue to Michigan Avenue

Dear Mr. Al-Shatel

Terry Asphalt Materials, Inc. is pleased to present the following proposal for your review.
We will furnish all labor, equipment and materials to complete the following scope of work:

1) Stress Absorbing Membrane Interlayer (SAMI) – 10,964 Square Yards

Clean pavement to remove all debris and vegetation. Install 10,964 square yards
Of (SAMI) and compact with a rubber tire roller.

2) Microsurfacing Single course – 10,964 Square Yards

Install 10,964 square yards of Microsurfacing single course per specifications.

3) Pavement Marking Removal and Replacement

Remove existing pavement markings and clean debris.
Apply temporary striping as needed during construction.

4) Partial Depth Repair

Pot holes and Bit patching and structure adjustment will be handled by the City of
Muskegon prior to resurfacing.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
3) SAMI	10,964 Sq/Yd	\$2.59 per Sq/Yd	\$ 28,396.00
4) Microsurfacing	10,964 Sq/Yd	\$1.69 per Sq/Yd	\$ 18,529.00
Total Estimate <i>Not To Exceed quoted price</i>			\$ 46,925.00 <i>M.S.</i>

CONDITIONS:

Proposed quantities are based on site conditions observed on April 29, 2008.

This proposal includes only the scope of work listed above. Any alteration or deviation from this scope of work may result in additional costs and must be contracted for in writing and signed by an authorized representative of Terry Asphalt Materials, Inc.

All work shall be completed in a workmanlike manner according to standard practices and all Materials are guaranteed as specified

Prices are based on 1 mobilization. Additional mobilizations will be billed at \$2,500 per mob.

Work to be completed in May 2008.

Unit price items will be billed per installed quantities.

Applicable sales tax is included. *N/A M.S.*

Terms are net 30 days from date of invoice.

Notes:

Existing pavement is expected to support the weight of normal construction loads.

Terry Asphalt Materials, Inc. is not responsible for sub base problems or damage to pavement surfaces due to construction equipment required to complete this project.

Power steering marks are normal and are not be a cause for concern.

The new surface will remain tender for a few weeks.

Terry Asphalt Materials, Inc is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material. *Other Than normal use M.S.*

OWNER TO FURNISH:

Owner is responsible for locating, marking and protecting all utilities within the project area.

Owner is responsible for handling and removal of hazardous waste materials if encountered.

Owner is responsible for all license, permits, fees or inspections.

Owner shall furnish an onsite staging area for equipment and material storage.
Owner shall supply construction water on site.

Please call with any questions.

Thank you,

Malcolm R. Smith
Terry Asphalt Materials, Inc.
989-463-1323-Office
616-822-4357 Cell Phone
salesman@terryindustries.com

Approval:

The above prices, specifications and conditions are hereby accepted. Terry Asphalt Materials, Inc. is authorized to perform the work as specified. Acceptance indicates that funds are available for this work and payment will be made to TAMI as outlined above.

Mohammad Shahid city engineer 5/1/08
Name Title Date

Malcolm Smith construction / sales 5/1/08

Dan Koening – President, Terry Asphalt Materials Inc. Date

Commission Meeting Date: April 22, 2008

Date: April 15, 2008

To: Honorable Mayor and City Commission

W.G.

From: Community and Neighborhood Services Department

RE: Approval of Contract with Nova Development Group to Partner with CNS Office

SUMMARY OF REQUEST: To approve for the Community and Neighborhood Services office to develop a partnership with Nova Development Group of Detroit, MI, to do approximately 20 owner-occupied energy conservation projects through the City's Emergency Repair and Siding programs.

The Nova Development Group has a grant through the Michigan Public Service Commission and the Michigan State Housing Authority to partner with local communities to assist low income residents to make their homes energy efficient. According to the guidelines of the grant, the local community is responsible for a 50% match with Nova Development Group. The CNS office would like to direct \$50,000 to \$75,000 of combined CDBG Emergency and Siding funding to assist with the energy conservation on 20 2008 – 2009 fiscal year projects. Nova Development Group must have all their State funding spent by August 15, 2008.

FINANCIAL IMPACT: The partnership should assist the CNS office with spending less scarce funding, while simultaneously helping the clients make their homes more energy efficient.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the CNS office request.

COMMITTEE RECOMMENDATION: None

**Michigan Public Service Commission/Nova Development Group
2007/2008 Energy Efficiency Improvement Program**

The MPSC set up the Low Income Energy Conservation Grant (LIEEG) fund as an alternative to bill payment assistance with initiative to reduce the disparity in the percentage of household income paid by low income and middle income families for fuel costs (middle income pay 6%-12%, low-income 20%-40%).

Nova Development Group of Detroit, LLC has won six such grants from the Michigan Public Service Commission over the last five years to perform energy conservation measures in Michigan multi-family affordable housing units. Nova's program, as accepted and approved by the MPSC, is a funding match program where property owners generally contribute 50% to 60% toward total job costs. Nova/MPSC subsidy pays the remainder.

The "five-point-plus" energy saving up-grade program promises properties in need an estimated 20% - 30% reduction in energy consumption. The following improvements are available:

- Insulation and venting: attic and or walls
- Window replacement
- Smart Thermostats
- Water Heater Blankets
- Compact florescent light bulbs.

Boiler/furnace replacement and new entry doors may be considered on a case-by-case basis. Nova Development Group of Detroit, LLC is a State of Michigan Licensed Builder, insured as a General Contractor, and acts as the General Contractor for any Nova/MPSC project. Sub-contracts are competitively bid and approved by the State.

Upon expression of program interest from Property owner and subsequent determination of capital need, an income certification process is required to insure that the individual households participating in the program are eligible (community average under 250% of State poverty level).

In turn for the value of the MPSC contribution to any project, the owners must agree not to evict participating tenants or raise rent based on the intrinsic value of the improvements, further insuring that the cash value of any fuel consumption reduction resulting from the up-grades is passed through to the participating Tenants who by contract are termed as third party beneficiaries.

For further information about the MPSC, its services and programs go to, _____, or call the MPSC @ (517) 241-6180. For specific information about the Nova Program call – 313 – 378 - 1036.

(draft)

**An Agreement to Provide Energy Efficiency Upgrades,
Including Replacement Windows, at Qualified Owner-Occupied Homes
Located in the City of Muskegon**

This agreement is entered into this ___ day of March, 2008 between Nova Development Group of Detroit, LLC (Nova), and the City of Muskegon,

WHEREAS: Nova Development Group of Detroit LLC (Nova) has been awarded grant funds by the Michigan Public Service Commission (MPSC), in accordance with Grant Agreement Index No 89035, Grant No. PSC-08-06, pursuant to federal and state laws, rules and regulations governing such grants, for the purpose of providing low-income families in Michigan with energy efficiency upgrades in their homes, and;

WHEREAS, by the terms of the abovementioned Grant Agreement, the Michigan Public Service Commission has empowered Nova Development Group of Detroit, LLC to allocate subsidies and provide service based on the income requirements specified in Exhibit C, which is attached to this agreement, meeting or exceeding the minimum low-income income limits established by the US Department of Housing and Urban Development.

WHEREAS, this agreement establishes an Energy Efficiency Project for selected homes in the Muskegon neighborhoods, valued at an estimated \$200,000, and a specific funding component herein, pertaining to the use of the Community Development Block Grant (CDBG) funds for the limited purpose of installing Energy Star approved replacement windows and or other energy efficiency improvement at selected eligible homes, and;

WHEREAS: City of Muskegon (City) is committed to reducing utility bills for low-income homeowners, with is able to commit \$50,000 of Community Development Block Grant (CBDG) funds and \$50,000 from other funding sources, towards this purpose on or about June 1, 2008.

WHEREAS: Nova is willing to commit \$100,000 of MPSC grant funds to a collaborative Nova/MPSC/Muskegon Neighborhood Energy Efficiency Improvement Project that provides replacement windows and other energy saving upgrades in selected, eligible homes that will be chosen by the City consultation with NOVA, provided that City contributes \$100,000 (inclusive of the \$50,000 CDBG allocation) in funding toward the collaborative project, and;

Commission Meeting Date: April 22, 2008

Date: April 3, 2008
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Public Hearing - Request for an Industrial Facilities Exemption Certificate – Alloy Resources Corp.

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, Alloy Resources Corp, 2281 Port City Blvd., has requested the issuance of an Industrial Facilities Tax Exemption Certificate. The improvements were completed in October of 2007 and IFT guidelines state that the company has up to six months after project completion to file the application. The total capital investment was \$1,025,000 in personal property. The investment has also created six new jobs. This qualifies them for a tax abatement of seven (7) years for personal property.

FINANCIAL IMPACT:

The City will capture certain additional property taxes generated by the expansion (see attached Summary Sheet).

BUDGET ACTION REQUIRED:

None

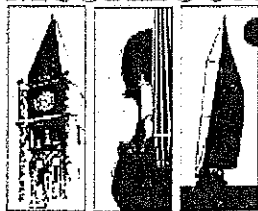
STAFF RECOMMENDATION:

Approval of the attached resolution granting an Industrial Facilities Exemption Certificate for a term of seven (7) years for personal property.

COMMITTEE RECOMMENDATION:

None

MUSKEGON



West Michigan's Shoreline City

City of Muskegon Industrial Facilities Exemption Application Summary Sheet

Project Summary:

Alloy Resources, Corp., a new manufacturing company located at 2281 Port City Blvd., Muskegon, Michigan, has installed new machinery at its location to begin operation. According to IFT guidelines, the company has up to six (6) months after project completion to file the application. Due to the fact that the company is investing \$1,025,000 in personal property and creating six (6) new jobs, it is eligible for a seven (7) year exemption for personal property.

Employment Information: 3 employees

Racial Characteristics:

White	3
Minority	0
Total	3

Gender Characteristics:

Male	3
Female	0
Total	3

Total No. of Anticipated New Jobs: 6

Investment Information:

Real Property:	\$0
Personal Property	\$1,025,000
Total:	\$1,025,000

Property Tax Information: (Annual)

	<u>All Jurisdictions</u>	<u>City Only</u>
Total New Taxes Generated	\$ 292,975	\$ 56,750
Value of Abatement	\$ 146,488	\$ 28,375
Total New Taxes Collected	\$ 146,488	\$ 28,375

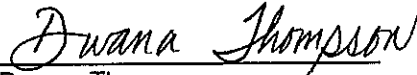
Income Tax Information: (Annual)

Total Additional Income Tax Generated: \$ 1,497

Company Requirements:

Adopted Affirmative Action Policy	☒ Yes	☐ No
Meeting w/ City Affirmative Action Director	☒ Yes	☐ No
Signed Tax Abatement Contract	☒ Yes	☐ No
Taxes Paid In Full	☒ Yes	☐ No
Zoning Conflicts	☐ Yes	☒ No


Mike Franzak
Planner II


Dwana Thompson
Affirmative Action Director

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING APPLICATION FOR ISSUANCE
OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
Alloy Resources, Corp.

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed public hearing held on July 26, 1983, this Commission by resolution established an Industrial Development District as requested by the City of Muskegon for Port City Industrial Park, including the property owned by Alloy Resources, Corp., 2281 Port City Blvd., Muskegon, Michigan 49442; and

WHEREAS, Alloy Resources, Corp. has filed an application for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to new machinery and equipment has been installed within said Industrial Development District ; and

WHEREAS, said application was filed no later than six months after project completion and the Muskegon City Commission held a public hearing on April 22, 2008, at the Muskegon City Hall in Muskegon, Michigan at 5:30 p.m. at which hearing the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, the installation of machinery and equipment is calculated to and will have the reasonable likelihood to retain, create, or prevent the loss of employment in Muskegon, Michigan; and

WHEREAS, the aggregate SEV of real property exempt from ad valorem taxes within the City of Muskegon, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED by the Muskegon City Commission of the City of Muskegon, Michigan that:

- 1) The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Act of 1974 as amended and Act No. 255 of the Public Acts of 1978 as amended shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.
- 2) The application of Alloy Resources, Corp., for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to the installation of new machinery and equipment on the following described parcel of real property situated within the City of Muskegon to wit:

CITY OF MUSKEGON PORT CITY INDUSTRIAL CENTER LOT 14
- 3) The Industrial Facilities Tax Exemption Certificate is issued and shall be and remain in force and effect for a period of seven (7) years on personal property.

Adopted this 22nd Day of April 2008.

Ayes: Shepherd, Spataro, Warmington, Wierengo, Wisneski, Carter, and Gawron

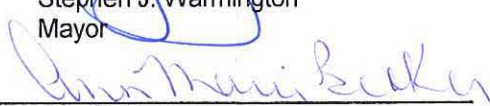
Nays: None

Absent: None

BY: _____

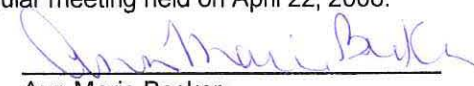

Stephen J. Warmington
Mayor

ATTEST: _____


Ann Marie Becker
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 April 22, 2008.


Ann Marie Becker
Clerk

CITY OF MUSKEGON**CONTRACT FOR TAX ABATEMENT****Act 198 Public Acts of 1974**

AGREEMENT between CITY OF MUSKEGON, a municipal corporation of 933 Terrace Street, Muskegon, Michigan 49441, ("City") and Alloy Resources Corp. ("Company") of 2281 Port City Blvd., Muskegon, Michigan 49442.

Recitals:

A. The Company has applied to City for the establishment of an industrial development district or industrial rehabilitation district pursuant to the provisions of Act 198 of the Public Acts of 1974, as amended, which act requires a contract between the City and the Company to be agreed and submitted with the Company's subsequent anticipated application for an industrial facilities exemption certificate.

B. That in addition to the statutory requirement, the City has determined that it is in the best interests of the taxpayers, property owners and residents of the City that this Agreement be approved and executed prior to the establishment of the requested district, and the City deems this Contract, together with the conditions set forth in the said Act to constitute a necessary element in the City's determination whether or not to create the district.

C. The Company intends to install the project set forth in its application ("project") which it believes qualifies for the process of establishing the district and the application for industrial facilities exemption certificate.

D. The City, provided this Agreement is executed, will determine whether to create the district based upon the potential for the production of permanent jobs, the continuation, **stabilization** or increase of economic activity, planning and zoning considerations and the City's general plan and intentions regarding economic development. In addition to the City policy considerations and predictions that the Company's proposed district and certificate benefit the community in those ways, the City has further determined that the contractual commitments made by the Company to thereby assist the community shall be binding on the Company and necessary to continue the tax exemption made possible by the certificate.

E. This contract shall become effective upon the issuance of an Industrial Facilities Tax Exemption Certificate.

NOW THEREFORE THE PARTIES AGREE:

1. **COMPANY AGREEMENT.** The Company irrevocably commits to the investment, job retention and job creation promises made in its application, a copy of which is attached hereto and incorporated herein. In particular the Company agrees:

- 1.1 That 100% of the jobs shall be filled and in existence with full-time employees by a date no later than two (2) years from the date of the granting of the certificate by the State Tax Commission, **subject to the provisions of section 3.4 of this agreement,**

- 1.2 That the amount of jobs listed on the application, whether new or retained, will be maintained through the life of the abatement, **subject to the provisions of section 3.4 of this agreement.**
- 1.3 The Company shall meet the affirmative action goal included in the application or in any documents supplied by the City and utilized by the Company, including any additional representations made to the City Commission on or before the date two (2) years after the granting of the certificate by the State Tax Commission. It shall maintain the said levels of employment diversity during the period of the certificate, **subject to the provisions of section 3.4 of this agreement.**
- 1.4 The Company, by the end of two (2) years from the date of the grant of the certificate by the State Tax Commission shall have completed the investment of \$1,025,000 in the equipment and improvements as shown in the application, **subject to the provisions of section 3.4 of this agreement.**
- 1.5 That the improvements and equipment to receive the tax abatement treatment shall be completed on or before the date two (2) years from the date of granting of the certificate by the State Tax Commission.
- 1.6 The Company shall pay its specific taxes required by the act in a timely manner, and shall not delay payments so as to incur any penalties or interest.
- 1.7 The Company shall fully cooperate with the City representatives in supplying all requested and required documentation regarding jobs, investment, the meeting of all goals and the timely installation and utilization of equipment and improvements. The City shall be entitled to inspect at reasonable hours the Company's premises where the said improvements and equipment have been installed and where the said jobs are performed.
- 1.8 The Company shall maintain, during the entire period for which the tax abatement is granted, the level of jobs, affirmative action goals, production and utilization of the improvements and equipment at the site where the district has been created and for which the tax exemption has been granted.
- 1.9 The Company shall not cause or fail to cure the release of any hazardous substance, or the violation of any environmental law on its premises in the City. It shall report any releases to the appropriate governmental authority in a timely and complete manner, and provide copies of said report documentation to the City. It shall comply with all orders and actions of any governmental agency having authority.
- 1.10 The Company shall maintain the equipment and improvements so as to minimize physical or functional obsolescence.
- 1.11 The Company shall continue to operate its business location in the City, containing the same number of and type of jobs, for the term of the certificate.

2. **AGREEMENT BY THE CITY.** Provided this contract has been executed and further provided all applications to create the district and achieve the industrial facility exemption certificate have been properly filed, the City shall, in a timely manner, determine in a public meeting to **whether to create the district and whether to receive, process, and approve thereafter the Company's application for an industrial facilities exemption certificate.** The City may consider this contract in a meeting separate from and prior to the meeting in which the City considers the creation of the district and/or approval of the application for certificate. Further, the City shall require the submission of this contract signed by the Company together with its applications, before creating the district.

3. **EVENTS OF DEFAULT.** The following actions or failures to comply shall be considered events of default by the Company:

3.1 Failure to meet any of the commitments set forth above.

3.2 The closing of the Company's facilities in the City. Closing shall mean for purpose of this Agreement, the removal, without transfer to another site within the City of substantially all of the production facilities, and the elimination of substantially all the jobs created or retained thereby, which are set forth in the Company's application.

3.3 Failure to afford to the City the documentation and reporting required.

3.4 The failure to create or retain jobs, meet affirmative action goals or expend the funds on equipment and improvements as represented in the application within the times required hereby, **unless the company can show that there has been a loss of revenue and employment due to circumstances beyond the control of the company. In order to make that showing the company shall have the burden of supplying, to the City's satisfaction, complete and convincing documentation supporting and justifying reductions in investment, failures to attain affirmative action goals or job losses, such as, without limitation, written evidence of lost contracts, accounting information showing reduced revenues due to the loss of business, (not due to diversion of production to affiliate companies or divisions of the company), production records showing reduced quantities over significant periods of time, and such other information required by the City to support the Company's claim that the failure to invest, failure to achieve affirmative action goals, or loss of jobs should not form the basis for a finding of default.**

3.5 The bankruptcy or insolvency of the Company.

3.6 The failure to pay any and all taxes and assessments levied on the Company's property or any other taxes, local, state or federal, including but not limited to City income taxes and the withholding of said City income taxes from employees as required by the City Income Tax Ordinance.

3.7 The performance or omission of any act which would lead to revocation under MCLA 207.565, being §15 of the Act.

3.8 The violation of any provisions, promises, commitments, considerations or covenants of this Agreement.

4. **REMEDIES ON DEFAULT.** In the event of any of the above defaults the City shall have the following remedies which it may invoke without notice, except as may be reasonably required by the Company's rights to due process:

4.1 In the event of closing as determined after investigation of the facts and a public hearing, the Company shall be immediately liable for penalties to be paid forthwith to the city as determined as follows:

4.1.1 The Company shall pay to the City for prorata distribution to the taxing units experiencing the abatement, an amount equal to the difference between the industrial facilities tax which it has paid, and the total property taxes to the relevant taxing units which it would have paid, given its installations of improvements and equipment, during the years for which the certificate was in effect.

4.1.2 **Immediate Revocation.** The Company hereby consents to revocation to the IFT certificate before the State Tax Commission, without hearing, and the City shall submit a copy of this Agreement to the State Tax Commission in connection with its revocation procedure, giving notice that the default has occurred and immediate revocation should occur.

4.2 In the event the improvements and equipment have not been installed before the two (2) year period, in addition to the revocation procedures before the State Tax Commission, the abatement should immediately be reduced by the City proportionately, and any installations which have not been finished at the end of said two (2) year period shall not be eligible for the abatement thereafter and shall be placed on the regular tax roll.

4.3 **Failure to Expend the Funds Represented.** In the event, (whether or not the installations have been completed), the Company has not expended the funds it has represented on its application that it would invest for the installation of equipment, the abatement shall be reduced prorata, and any remaining value of equipment shall be placed on the regular tax roll, **unless the company can show, through receipts, etc. that the cost of the equipment was actually less than the amount estimated by the company (i.e., the same equipment was purchased as listed in the IFT application, but the bids came in less then expected).**

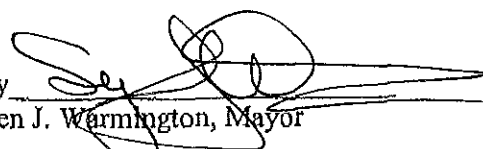
4.4 **Job Creation and Retention.** In the event the promised number of jobs have not been created or retained at the end of the two (2) years after the grant of the certificate by the State Tax Commission, the abatement shall be proportionately reduced, **unless the company can show that the loss of jobs, or inability to hire as many people as expected, is due to circumstances beyond the control of the company (such as an economic downturn).**

4.5 **Affirmative Action Goals.** In the event, after one (1) year from the grant of the certificate by the State Tax Commission, the affirmative action goals of the City for additional jobs have not been met on a prorata basis, the abatement shall be revoked.

4.6 For other violations of this Agreement or for actions or omissions by the Company amounting to grounds for revocation by statue, the City shall recommend to the State Tax Commission immediate revocation of the certificate.

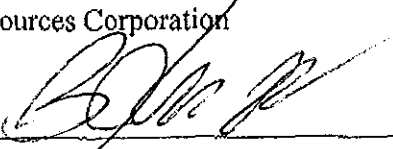
- 4.7 Special Assessment. For any amount due to be paid to the City, under this Section 4, the Company consents that the City shall have a personal action against the Company for the said amount, and in addition, cumulatively, and not by election, the City shall have a special assessment lien on all the property of the Company personal and real, located in the City, for the collection of the amounts due as and in the manner of property taxes and in such case the collection of the said special assessment shall be accomplished by addition by the City to the Company's property tax statement regularly rendered.
5. Governing Law. This Agreement 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.
6. Counterparts. This Agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same Agreement.
7. Benefit. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and personal representatives.
8. Effective Date. This Agreement shall be effective on the date the State of Michigan Tax Commission grants the company an Industrial Facilities Exemption Certificate.

CITY OF MUSKEGON

By 
Stephen J. Warmington, Mayor

and 
Ann Marie Becker, Clerk

Alloy Resources Corporation

By 
Its PRESIDENT

and _____

Its _____

AGENDA ITEM NO. _____

CITY COMMISSION MEETING March 25, 2008

TO: Honorable Mayor and City Commissioners
FROM: Bryon L. Mazade, City Manager
DATE: March 18, 2008
RE: Land Lease – McLaughlin Neighborhood Association

SUMMARY OF REQUEST:

To approve our agreement to lease the lot at 1264 Terrace Street to the McLaughlin Neighborhood Association. They intend to use the property for a park and garden.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached agreement and authorize the Mayor and Clerk to sign it.

COMMITTEE RECOMMENDATION:

None

APR 25 2008

MUSKEGON
CITY MANAGER'S OFFICE

**AGREEMENT TO LEASE LOT LOCATED AT 1264 TERRACE STREET,
MUSKEGON, MICHIGAN BETWEEN CITY OF MUSKEGON AND McLAUGHLIN
NEIGHBORHOOD ASSOCIATION**

THIS LEASE is made and entered into on this 25th day of April, 2008, by and between the CITY OF MUSKEGON, a Michigan municipal corporation, whose address is 993 Terrace Street, Muskegon, Michigan 49440 (hereinafter referred to as "Landlord") and McLaughlin Neighborhood Association (hereinafter referred to as "Tenant").

The parties agree as follows:

1. **Leased Premises; Term.** Landlord leases to Tenant the premises located at 1264 Terrace Street, Muskegon, Michigan 49442, for a term beginning on the date when this Lease is signed ("**Lease Commencement Date**"), and ending thirty (30) years from Lease Commencement Date. This Lease shall be subject to encumbrances, conditions, covenants, easements, restrictions and rights-of-way, whether or not of record, affecting the Premises, to such matters as might be disclosed by inspection or survey of the Premises, and to zoning ordinances and other laws, ordinances and regulations applicable to the Premises. Either party may terminate with written notice given thirty (30) days prior to termination.
2. **Rent and Other Expenses.** Tenant shall pay \$1.00 to Landlord for rent of Premises.
3. **Maintenance and Repair.** Landlord agrees to provide water to the Premises at no cost to Tenant. Tenant agrees to pay all other expenses related to maintenance of the Premises. Tenant shall, at its expense, in every way place, keep and maintain the Premises, including all Improvements on the Property and all of Tenant's property upon the Premises, in a good and clean operating condition. Tenant shall also, at Tenant's expense, remove snow, ice, and rubbish from the Premises as necessary. Tenant shall at its own expense keep the Premises in compliance with all laws, ordinances, order, or regulations affecting the Premises or its use.
4. **Improvements or Modifications.** Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements, modifications, physical changes, or additions (collectively, "**Alterations**") to the Premises. If Tenant desires to make any Alterations to the Premises, Tenant shall first submit to the City of Muskegon Manager's office all plans and specifications therefor and obtain the City Manager's written approval thereof. Any such approved Alterations shall be made at Tenant's sole expense.
5. **Condition of Premises.** Tenant has inspected the Premises, is thoroughly acquainted with their condition, and agrees to take the same "AS IS." No rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth, in the provisions of this Lease.

6. **Covenant against Liens.** Nothing in this Lease shall authorize Tenant to, and Tenant shall not, do any act which will in any way encumber the title of Landlord in and to the Premises, nor shall the interest or estate of Landlord in the Premises be in any way subject to any claim whatsoever by virtue of any act or omission of Tenant. Any claim to a lien upon the Premises arising from any act or omission of Tenant shall be valid only against Tenant and shall in all respects be subordinate to the title and rights of Landlord, and any person claiming through Landlord, in and to the Premises. Tenant shall remove any lien or encumbrance on its interest in the Premises within ten (10) days after it has arisen; provided, however, that Tenant may in good faith contest any such item if it posts with Landlord a bond or other security deemed adequate by Landlord in Landlord's sole discretion.

7. **General Provisions.**

a) **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

b) **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

c) **Third Parties.** Landlord and Tenant acknowledge, and warrant and represent to each other, that there are no third-party beneficiaries to this Lease.

d) **Headings.** The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents hereof.

e) **No Offer.** The submission of this Lease for examination does not constitute an offer to enter into a Lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

f) **Entire Agreement.** This Lease represents the entire agreement between the parties. It may not be amended, altered or modified unless done so in writing by both parties.

Signatures appear on following page.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the date first written above.

LANDLORD: CITY OF MUSKEGON

By 
Stephen J. Warmington, Mayor
Date: 4-25-08


Ann Marie Becker, Clerk
Date: 4-25-08

**TENANT: McLAUGHLIN
NEIGHBORHOOD ASSOCIATION**

By: Thomas James Rstar
Name: Thomas James Rstar
Title: President MNA
Date: April 25, 2008

Date: April 14, 2008
To: Honorable Mayor and City Commissioners
From: Lowell Kirksey, Recreation Supervisor
RE: Special Events- Multiple Liquor License Request

SUMMARY OF REQUEST: The following organizations are requesting a temporary liquor license or extension of there liquor license to be able to offer outside entertainment or serve spirits during the period of June 19th thru June 22nd.

- Taste of Muskegon, 900 Third St.-Requesting a Beer and Wine School, (Beer Tent) to be setup on Western Ave. between Third and Fourth Street from June 21st thru June 22nd.
- Downtown Pinnacle Properties (Racquets), 446 W. Western Ave.- Requesting an extension of their liquor license to set up a beverage entertainment area in the lot adjacent to building at Western Ave. and Fourth St. from June 19th thru June 22nd during the Taste of Muskegon event.
- Rock Stock 08, 5495 S. White River Trail.-Requesting Hackley Park for a one day music festival June 21, 2008
- West Michigan Truck Show, 1204 W. Western Ave.- Requesting to set up beverage entertainment area on the Morris St. Lot (former Pearlman Lot) June 18th to June 21st, 2008.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: None Commission action required.

COMMITTEE RECOMMENDATION: All the above listed events were approved by the Leisure Services Board at their February 18th, and March 17th meeting.

Date: April 14, 2008
To: Honorable Mayor and City Commissioners
From: Lowell Kirksey, Recreation Supervisor
RE: Special Event Liquor License Request- Mike's Inn
June 27th thru July 5th, 2008

SUMMARY OF REQUEST: Mike's Inn (555 W. Western Ave.) is requesting an extension of their liquor license to be able to host and outside entertainment area in their lot. (Summer Celebration holds the first liquor license.)

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: None

COMMITTEE RECOMMENDATION: The Leisure Services Board approved this event at their February 18th meeting.

Date: April 14, 2008
To: Honorable Mayor and City Commissioners
From: Lowell Kirksey, Recreation Supervisor
**RE: Multiple Special Event Liquor License Request –
Bike Time**

SUMMARY OF REQUEST: The following organizations are requesting an extension of their liquor license to be able to offer outside entertainment during the "Muskegon Bike Time" festival (July 18th thru July 20th)

- Mike's Inn, 555 W. Western Ave.- Requesting to fence off parking lot to set up beverage entertainment area.
- Racquets Downtown Grill, 446 W. Western Ave.-Requesting to set up beverage entertainment area in the lot located next to Racquets on the corner of Fourth St. and Western Ave.
- Topsy Toad Tavern, 609 W. Western Ave.- Requesting to set up beverage entertainment area in the parking lot located between Topsy Toad and Radiology P.C.
- Pop-A-Top, 2185 Henry St.- Requesting to set up beverage entertainment area in their parking lot.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: None Commission action required.

COMMITTEE RECOMMENDATION: All the above listed events were approved by the Leisure Services Board at their February 18th and March 17th meetings.

Date: April 22, 2008

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: 2008-09 Healthcare Renewal

SUMMARY OF REQUEST: It is time to renew the City's healthcare coverage for the 2008-09 plan year. Healthcare costs continue to rise. Renewal rates for the City's current healthcare program initially came in at \$859.90/employee/month, nine percent higher than the current rate (\$787.87). However, Priority Health has agreed to a more palatable 6% increase (\$835.19), provided the city defer competitive bidding for one year. (A new state law requires bidding every three years.) The six percent increase translates into an estimated annual cost increase of \$133,869. This is within the city's budget expectation.

FINANCIAL IMPACT: Healthcare costs will increase 6.00% (\$133,869) - a significant, but manageable level. No changes to employee benefits are proposed.

BUDGET ACTION REQUIRED: None. Under the renewal proposal, healthcare costs will be within budget.

STAFF RECOMMENDATION: Approval of the 2008-09 healthcare renewal with Priority Health. Staff is also exploring employer-funded HRA (health reimbursement account) options through Priority Health. These options do not impact the employee, but involve the city self-insuring a deductible amount in exchange for a lower insurance premium. At this time, the HRA concept does not appear to be a good option for us; however, we are still analyzing data and would ask you to authorize staff to select the HRA option if clearly shown to be in the city's financial interest.

COMMITTEE RECOMMENDATION: None.

PRIORITYHMOSM RATE EXHIBIT

Proposal for: City of Muskegon

Effective Date: June 1, 2008

Rate Guarantee: For 12 months from the effective date of coverage, or to the renewal date of the traditional carrier, whichever is sooner.

Benefit Level: Basic agreement with: \$15 Office Visit Copayment
\$25 Urgent Care Copayment
100% Hospital Coverage

Riders: \$15/\$30 Prescription Drug Copayment w/Contraceptive Medications
Mail Order: 90-Day Supply at Two Times the Rx Copayment
80% Durable Medical Equipment Coverage
80% Prosthetic & Orthotics Coverage
\$50 Emergency Room Copayment
\$50 Ambulance Copayment
Vision Care -- High Plan (Exam and Supplies for one plan year)

Monthly Rate:

Single	Double	Family
\$835.19	\$835.19	\$835.19

PRIORITY HEALTH

Kim Vargo
Senior Account Manager
April 2, 2008

- Rates are subject to approval by the Office of Financial and Insurance Services (OFIS).
- Priority Health reserves the right to withdraw this rate exhibit up to the effective date of coverage should the account fail to meet minimum underwriting standards.

A decision on the benefit level for renewal of Priority Health must be received by the 1st of the month prior to the renewal date. If no decision is received, the plan will automatically renew at the current benefit level and benefits cannot be changed mid plan year.



First Year HRA Projections with no Rollover
Assumes Deductible is Funded at 100%
HRA Comparison - Assumes 735.94 Participants

Current/Base Plan Design
HMO 100% no deductible

6/1/2008

Status	# of EE's	Rate	Total
Single	33	\$ 835.19	\$ 27,561.27
EE & Spouse	56	\$ 835.19	\$ 46,770.64
EE & Children		\$ -	\$ -
Family	147	\$ 835.19	\$ 122,772.93
Monthly Total	236		\$ 197,104.84
Annualized Premium Total			\$ 2,365,258.08
PEPM			\$ 835.19

- RENEW CURRENT PROGRAM
- NO BENEFIT CHANGES
- 6% INCREASE (FROM \$ 787.87 TO \$ 835.19)
- INCREASE WITHIN BUDGET

HRA 1 HMO - \$1,000/\$2,000 Deductible

Status	# of EE's	Rate	Total
Single	33	\$ 760.21	\$ 25,086.93
EE & Spouse	56	\$ 760.21	\$ 42,571.76
EE & Children	0	\$ -	\$ -
Family	147	\$ 760.21	\$ 111,750.87
Monthly Total	236		\$ 179,409.56
Annualized Premium Total			\$ 2,152,914.72

Premium Savings = \$ 212,343.36
Savings Per Member = \$ 288.53

Minimum Exposure*	\$ 2,164,242.72
Ded. 100% Funded - Projected Exposure**	\$ 2,290,088.46
Maximum Exposure***	\$ 2,603,242.72
Projected Savings Over Current	\$ 75,169.62
PEPM	\$ 808.65

3.18% Savings Over Current Plan

1217
3128

JNB@W

HRA 2 HMO - \$2,000/\$4,000 Deductible

Status	# of EE's	Rate	Total
Single	33	\$ 685.21	\$ 22,611.93
EE & Spouse	56	\$ 685.21	\$ 38,371.76
EE & Children	0	\$ -	\$ -
Family	147	\$ 685.21	\$ 100,725.87
Monthly Total	236		\$ 161,709.56
Annualized Premium Total			\$ 1,940,514.72

Minimum Exposure* \$ 1,951,842.72

Ded. 100% Funded - Projected Exposure** \$ 2,077,688.46

Maximum Exposure*** \$ 2,829,842.72

Projected Savings Over Current \$ 287,569.62

PEPM \$ 733.65

12.16% Savings Over Current Plan

HRA 3 HMO - \$3,000/\$6,000 Deductible

Status	# of EE's	Rate	Total
Single	33	\$ 610.21	\$ 20,136.93
EE & Spouse	56	\$ 610.21	\$ 34,171.76
EE & Children	0	\$ -	\$ -
Family	147	\$ 610.21	\$ 89,700.87
Monthly Total	236		\$ 144,009.56
Annualized Premium Total			\$ 1,728,114.72

Minimum Exposure* \$ 1,739,442.72

Ded. 100% Funded - Projected Exposure** \$ 1,865,288.46

Maximum Exposure*** \$ 3,056,442.72

Projected Savings Over Current \$ 499,969.62

PEPM \$ 658.65

21.14% Savings Over Current Plan

HRA Fees

HRA Administration Fee	\$6 PEPM with Rollover	\$ 1,416.00
HRA Fee with Rollover Annualized		\$ 16,992.00
HRA Administration Fee	\$4 PEPM with no Rollover	\$ 944.00
HRA Fee with no Rollover Annualized		\$ 11,328.00

Projection with Rollover

* Includes Premium and HRA administration fee of \$6 PEPM.

** Includes Premium and HRA administration fee of \$6 PEPM. Assumes \$171 PMPY HRA account utilization.

*** Includes Premium and HRA administration fee of \$6 PEPM. Assumes all participants exhaust their HRA Account
Annualized fee does not include the one time \$500 set up fee

Projection with no Rollover

* Includes Premium and HRA administration fee of \$4 PEPM.

** Includes Premium and HRA administration fee of \$4 PEPM. Assumes \$171 PMPY HRA account utilization.

*** Includes Premium and HRA administration fee of \$4 PEPM. Assumes all participants exhaust their HRA Account
Annualized fee does not include the one time \$500 set up fee

This projection is for illustrative purposes only. Actual results can and will vary.

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners
FROM: Bryon L. Mazade, City Manager
DATE: April 16, 2008
RE: Lakeshore Pathway Construction – McCracken to Cottage Grove

SUMMARY OF REQUEST:

To approve the construction of an on-street and off-street pathway along Lakeshore Drive between McCracken and Cottage Grove.

FINANCIAL IMPACT:

\$100,000.

BUDGET ACTION REQUIRED:

If approved the project will be included in the Capital Improvement Plan in the 2008 first quarter budget adjustment.

STAFF RECOMMENDATION:

To approve construction of the pathway.

COMMITTEE RECOMMENDATION:

None.

MEMORANDUM

To: Bryon Mazade, City Manager
Cc: Tim Paul, Bob Kuhn

From: Mohammed Al-Shatel, City Engineer 

Date: 4/10/08

Re: Bike Path along Lakeshore Dr. (McCracken & Cottage Grove)

RECEIVED

APR 10 2008

MUSKEGON
CITY MANAGER'S OFFICE

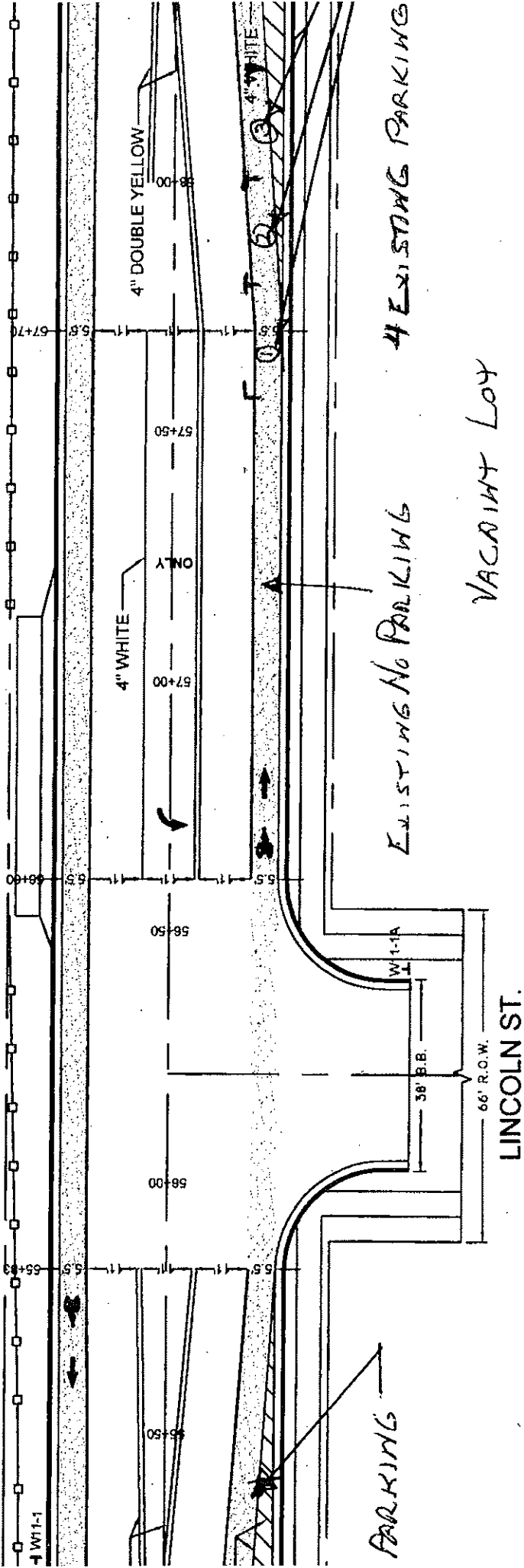
While reviewing the proposed referenced project with the city commission last Monday, during work session, the issue of eliminating the left turn lane from McCracken westerly appeared to be a concern, especially at critical intersections such as at Lincoln. They went on to ask staff to review the possibility of retaining a left turn lane at some intersections while sacrificing some on street parking.

After hearing their comments, the engineering department has prepared the attached revised drawing for the intersection of Lakeshore & Lincoln on which a left lane is established while eliminating 5-on street parking spaces. I believe that such an alignment will work, but feel that I need to share with you the consequences of such modification;

- 1- loss of 5- parking spaces
- 2- the storage area for the left turn lane is only about 100' deep along Lakeshore just easterly of Lincoln
- 3- The width of the traffic lanes is reduced from 12.5' to 11' and the width of the bike path (both directions) is reduced to 5.5' instead of the originally proposed 6'. While all of the proposed widths are in compliance with design standards, the margin for error is decreased under this scenario.
- 4- As you can see on the attached drawing, the bike path is jogging in & out at two additional spots, if you are ridding easterly, by Lincoln, you will have to get to the curb and then back out between the designated on-street parking and thru traffic lane.

In summary; I feel the attached proposal will work and should be adopted soon so we can get a contract in place and make those modifications before the summer. One thing that must be kept in mind; while the initial cost is estimated at \$100,000, this proposal will require on-going maintenance to ensure that the pavement marking is visible at all times during the non-snow season.

LAKE SHORE DRIVE



PARKING

EXISTING NO PARKING

EXISTING PARKING

VACANT LOT

LINCOLN ST.

DATE: 04/14/2008
TO: Honorable Mayor and Commissioners
FROM: Mark Kincaid, Deputy Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN070062

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1918 VALLEY ST (Home & Garage) Area** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN070062 – 1918 Valley

Location and ownership: This structure is located on Valley between E. Keating and E. Holbrook Streets and is owned by Abraham Remodelers LLC, 3268 Glenside Blvd, Muskegon, MI 49441.

Staff Correspondence: A dangerous building inspection was conducted on 03/20/07. The Notice and Order to Repair was issued on 03/29/07. On 05/03/07 the HBA declared the structure substandard and dangerous.

Owner Contact: No one was present for the HBA meeting dated 05/03/07. The owner originally was Federal National Mortgage Assoc and was purchased by Abraham Remodelers LLC in April 2007. Notices were faxed to new owner. New owner submitted timeline to complete repairs in 8 -10 weeks. Permit was issued 08/15/07 with an expiration date of 11/02/07. No final inspections have been scheduled and no contact from owner since permit issued.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$11,500

Estimated cost to repair: \$18,000

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

SUMMARY FOR: 1918 VALLEY ST

This building is a 500 square foot single family wood frame structure. The garage is a wood framed structure approximately 576 square feet. This building needs the siding repaired as well as repairs to the interior. A permit was issued for interior demolition on August 15, 2007 this permit was later amended to include the repairs indentified in the March 2007 inspection report. It does not appear that repairs were made to the house or garage.

CITY OF MUSKEGON

933 Terrace St., P.O. Box 537, Muskegon, MI 49443 (231) 724-6715

DANGEROUS BUILDING INSPECTION REPORT

Thursday, March 29, 2007

Enforcement # EN070062 **Property Address** 1918 VALLEY ST
Parcel #24-215-010-0003-00 **Owner** FEDERAL NATIONAL MORTGAGE
ASSOC

Inspector: Henry Faltinowski

Date completed: 03/20/2007

DEFICENCIES: Home & Garage

Uncorrected

1. Repair garage to code. Roof sheathing chimney, foundation wall repair.
2. Scrape and paint all exterior wood on garage.
3. Repair - replace garage door.
4. Replace roof covering on home - repair any damaged sheathing, fascia.
5. Replace damaged siding on home.
6. Replace all damaged interior wall covering.

Request interior inspection by all trades, electrical, mechanical and plumbing. Please contact Inspection Services with any questions or to schedule an inspection at 933 Terrace St., Muskegon, MI 49440 (231) 724 6758.

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

Henry Faltinowski, Building Inspector

Date



1918 Valley—above.

DATE: 04/14/2008
TO: Honorable Mayor and Commissioners
FROM: Mark Kincaid, Deputy Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN070235

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1970 CROWLEY ST** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN070235 – 1970 Crowley

Location and ownership: This structure is located on Crowley between Young and Windsor Streets and is owned by United States of America.

Staff Correspondence: A dangerous building inspection was conducted on 10/31/07. The Notice and Order to Repair was issued on 11/06/07. On 01/03/08 the HBA declared the structure substandard and dangerous.

Owner Contact: No one was present for the HBA meeting dated 01/03/08. Correspondence was received from Chapman Law firm representing HUD homes but no permits issued or inspections have been scheduled.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$23,800

Estimated cost to repair: \$5,000

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

SUMMARY FOR: 1970 CROWLEY ST

This is a single story, wood frame single family dwelling with a detached shed. This property is currently vacant. This building has numerous broken exterior windows and doors. The roof covering is failing and needs to be replaced. The rear portion must be completely rebuilt and the detached shed is coming apart. These structures, if left in their current condition, will continue to deteriorate and continue to be a blighting influence in the neighborhood.

CITY OF MUSKEGON

933 Terrace St., P.O. Box 537, Muskegon, MI 49443 (231) 724-6715

DANGEROUS BUILDING INSPECTION REPORT

Thursday, November 1, 2007

Enforcement # EN070235 **Property Address** 1970 CROWLEY ST
Parcel #24-175-000-0026-00 **Owner** WELLS FARGO BANK

Inspector: Henry Faltinowski

Date completed: 10/31/2007

DEFICIENCIES:

Uncorrected

1. Detached shed in state of collapse - Rebuild to MRC 2003 code or remove.
2. Rebuild back deck – rafters, columns, decking.
3. Provide rafter investigation on home.
4. Numerous broken out windows; replace broke exterior doors and hardware replace.
5. Scrape and paint all exterior wood on window frames.
6. Replace damaged siding.
7. Replace roof covering - damaged areas
8. Provide interior inspection

Request interior inspection by all trades, electrical, mechanical and plumbing. Please contact Inspection Services with any questions or to schedule an inspection at 933 Terrace St., Muskegon, MI 49440 (231) 724 6758.

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

Henry Faltinowski, Building Inspector

Date



1970 Crowley—above

DATE: 04/14/2008
TO: Honorable Mayor and Commissioners
FROM: Mark Kincaid, Deputy Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN070209

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **709 E APPLE AVE (Garage) Area 11** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN070209 – 709 E. Apple (Garage)

Location and ownership: This structure is located on Apple Ave. between Kenneth and Holt Streets and is owned by Mark Chiaverini.

Staff Correspondence: A dangerous building inspection was conducted on 10/15/07. The Notice and Order to Repair was issued on 10/17/08. On 12/06/07 the HBA declared the structure substandard and dangerous.

Owner Contact: No one was present for the HBA meeting dated 12/06/07. All notices sent certified mail have returned unclaimed. No permits have been issued and no inspections scheduled.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$18,300 (Entire property)

Estimated cost to repair: \$2,000

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

SUMMARY FOR: 709 E APPLE AVE

This structure is a wood frame garage. The roof system is severely rotted and is failing. If left repaired the weather will continue to attack the structural framing of this building.

CITY OF MUSKEGON

933 Terrace St., P.O. Box 537, Muskegon, MI 49443 (231) 724-6715

DANGEROUS BUILDING INSPECTION REPORT

Monday, October 15, 2007

Enforcement # EN070209 **Property Address** 709 E APPLE AVE
Parcel #24-205-063-0001-00 **Owner** CHIAVERINI MARK W

Inspector: Henry Faltinowski

Date completed: 10/15/2007

DEFICENCIES:

Uncorrected

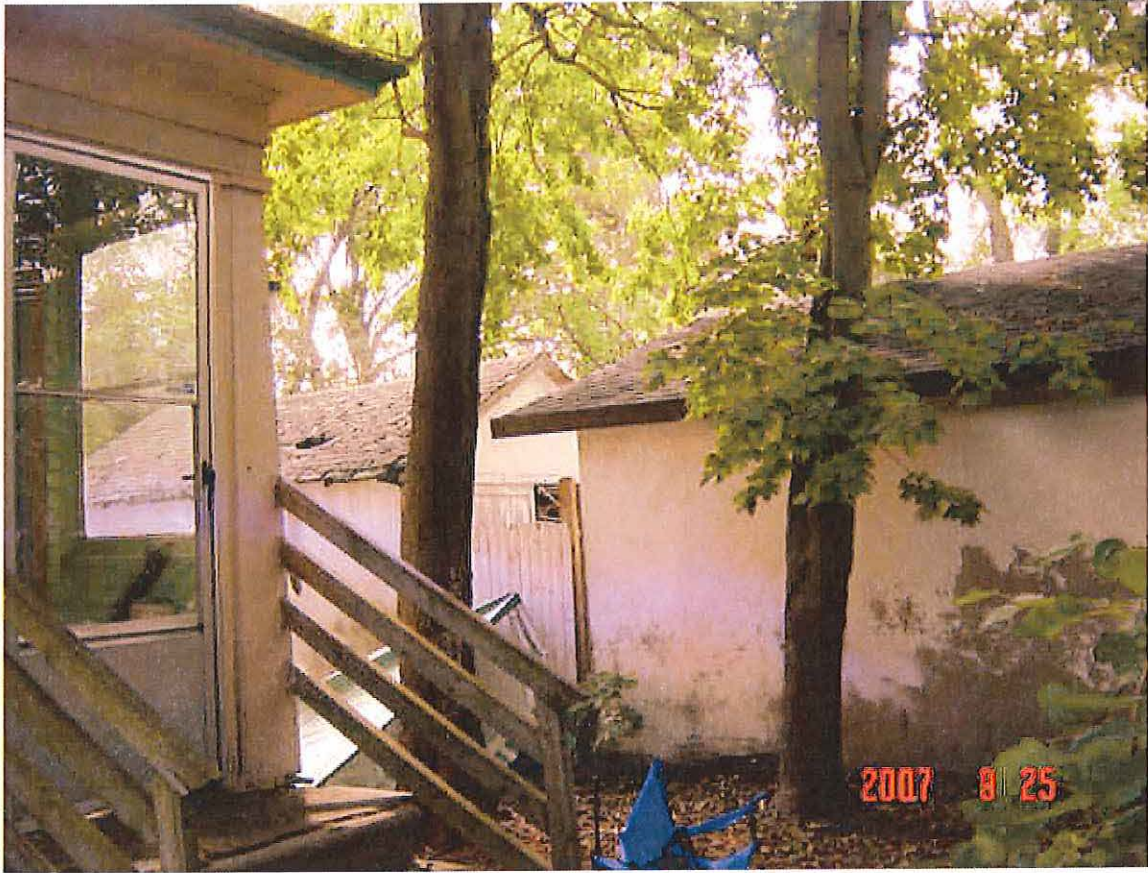
1. Garage roof system has large holes - deteriorating structural members (rafters).
2. Rebuild garage roof system to MRC 2003 code.
3. Replace roof covering.
4. Call for interior framing inspection.

Request interior inspection by all trades, electrical, mechanical and plumbing. Please contact Inspection Services with any questions or to schedule an inspection at 933 Terrace St., Muskegon, MI 49440 (231) 724 6758.

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

Henry Faltinowski, Building Inspector

Date



709 E. Apple Ave.