CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 11, 2014

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- **CALL TO ORDER:**
- **PRAYER:**
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **HONORS AND AWARDS:**
  - A. **West Michigan Trails & Greenways Coalition.**
- **INTRODUCTIONS/PRESENTATION:**
- **CONSENT AGENDA:**
  - A. **Approval of Minutes.** CITY CLERK
  - B. **Gaming License Request from the Muskegon Irish American Society.** CITY CLERK
  - C. **Consideration of Bids for Palmer Reconstruction between McGraft and Southern.** ENGINEERING
  - D. **2014 Pavement Marking Program.** PUBLIC WORKS
  - E. **Management Agreement – Fisherman's Landing.** FINANCE
  - F. **Fireworks Delegation of Authority Authorization.** PUBLIC SAFETY
  - G. **River Barges to Muskegon Port – Letter of Support.** PLANNING & ECONOMIC DEVELOPMENT
  - H. **2014, 2015 and 2016 Street Sweeping Contract.** PUBLIC WORKS
  - I. **City – MDOT Agreement for the Reconstruction of Ramp Connecting Apple Avenue (M-46) to Northbound US-31.** ENGINEERING
  - J. **Watermain Purchase and Installation.** PUBLIC WORKS
  - K. **Participation Agreement for Nims Neighborhood Playground.** PLANNING & ECONOMIC DEVELOPMENT
  - L. **PILOT Request (Nelson Place) – Ordinance Amendment, Second**

Reading. PLANNING & ECONOMIC DEVELOPMENT

M. **PILOT Request (Nelson Place) – Contract Amendment.** PLANNING & ECONOMIC DEVELOPMENT

N. **Resolution to Place an Emergency Moratorium on the Establishment of Medical Marijuana Facilities.** CITY CLERK

- **PUBLIC HEARINGS:**

A. **Recommendation for Annual Renewal of Liquor Licenses.** CITY CLERK

- **COMMUNICATIONS:**

- **CITY MANAGER'S REPORT:**

- **UNFINISHED BUSINESS:**

A. **To Forward Case #EN130182 (1780 Jarman) Back to the Housing Board of Appeals for Oversight of the Rehabilitation of the Property.** PUBLIC SAFETY

- **NEW BUSINESS:**

A. **Approval of Sale of City-Owned Home at 218 Catherine.** COMMUNITY & NEIGHBORHOOD SERVICES

B. **Approval of Sale of City-Owned Home at 553 Octavius.** COMMUNITY & NEIGHBORHOOD SERVICES

C. **Approval of Sale of City-Owned Home at 1733 Manz.** COMMUNITY & NEIGHBORHOOD SERVICES

D. **Sidewalk Snow Removal Ordinance Amendment – Revised.** PLANNING & ECONOMIC DEVELOPMENT

- **ANY OTHER BUSINESS:**

- **PUBLIC PARTICIPATION:**

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

- **CLOSED SESSION:**

- **ADJOURNMENT:**

ADA POLICY: The City of Muskegon will provide necessary auxiliary aids and services to individuals who want to attend the meeting upon twenty four hour notice to the City of Muskegon. Please contact Ann Marie Cummings, City Clerk, 933 Terrace Street, Muskegon, MI 49440 or by calling (231) 724-6705 or TTY/TDD dial 7-1-1 to request a representative to dial (231) 724-6705.

RECOGNITION
WEST MICHIGAN TRAILS & GREENWAYS COALITION
SUPPORT OF MUSKETAWA TRAIL

WHEREAS, West Michigan Trails & Greenways Coalition began as a small grassroots core group of individuals dedicated to addressing the needs of the regional trails network; and

WHEREAS, West Michigan Trails & Greenways Coalition is committed to developing a non-motorized, linked-trail system that serves community-to-community while preserving and protecting habitats and natural areas and providing alternative transportation options so citizens may enjoy the many parks, historic landmarks, and cultural sites that Michigan has to offer; and

WHEREAS, West Michigan Trails & Greenways Coalition recognized the beauty of Muskegon and the benefits for a connector project linking the non-motorized Musketawa Trail to the Laketon Trail in the City of Muskegon and supported this project by issuing a grant in the amount of $50,000;

NOW I, Mayor Stephen J. Gawron, thank the board of West Michigan Trails & Greenways Coalition on behalf of myself, the City Commission, and the citizens of this fine community for the generous donation of $50,000 given by this organization who support the Musketawa Trail and recognize the potential Muskegon has as a West Michigan leader.

Signed this 11th day of March 2014.

Stephen J. Gawron
Mayor

Date: March 11, 2014

To: Honorable Mayor and City Commissioners

From: Ann Marie Cummings, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the February 7th Goal Setting Meeting, February 10th Commission Worksession Meeting, and the February 11th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY COMMISSION
GOAL SETTING SESSION
FEBRUARY 7, 2014
MINUTES

2014-11
Present: Mayor Gawron, Vice Mayor Spataro, Commissioners Hood, German, Rinsema-Sybenga, Johnson, and Turnquist.

Staff Present: Peterson, Al-Shatel, Grant, Maurer, Brubaker-Clarke, Bailey, Smith, Thompson, J. Lewis, Cummings, B. Lewis.

Opening remarks were given by Mayor Gawron.

Frank Peterson facilitated the session.

Meeting began at 11:30 a.m.

Staff teamed up with Commissioners to consider various questions regarding specific projects or needs of the City.

Previous Commission goals were reviewed.

The Mission, Vision and Value Statement was reviewed. No changes were recommended.

A budget forecast was given by Frank Peterson and Derrick Smith. It was indicated the City will be running in a deficit of $10 million by 2019 unless changes take place.

Commissioners were asked to consider goals for the next 12 months and goals for the next 36 months. After much deliberation and discussion, the following goals were created:

12 MONTH GOALS

1. Finance Plan to prepare for 2016/options for revenues

2. Private - Smartzone, DMDC, Sappi, Heritage Square, redevelopment on east end of port, BC Cobb Plant, etc. what efforts have we done to move forward

3. IFT Accountability

4. Old Farmer's Market – Plan for clean-up, green area, infill housing, develop master plan

5. Neighborhood Blight – look at ordinances and see what will make it more effective, better funding, look at buildings currently on dangerous building list, develop community resources/vacant school buildings

6. Beach warning system

7. Funding for roads – CRC conduct several town hall meetings to build a consensus how to fund, create funding options

8. Youth recreation & employment opportunities – connect people with jobs

9. Improve the City's image

36 MONTH GOALS

1. Investing in critical infrastructure

2. More market rate apartments

3. Development of Pere Marquette Park

4. Brunswick Redevelopment

5. Balanced Budget

6. Downtown to Lake public access

7. Be a leader in intergovernmental cooperation

Meeting adjourned.

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Ann Marie Cummings, MMC
City Clerk

City of Muskegon
City Commission Worksession
February 10, 2014
City Commission Chambers
5:30 PM

MINUTES

2014-12

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

Absent: None.

Sidewalk Snow Removal Ordinance Amendment.

The City of Muskegon currently has a snow removal ordinance for sidewalks. However, it is not practical to administer. Therefore, an amendment to the ordinance is recommended to allow for actual enforcement of the ordinance. The major changes are to require snow to be removed from sidewalks within 24 hours after the cessation of any storm depositing snow on the sidewalk, and to allow for employees other than police officers, authorized by the City Manager, to enforce the provisions of the ordinance.

City Commissioners did state concerns about the proposed ordinance. It was decided that Commissioners should voice those concerns to staff by February 28th. A revised ordinance will be brought to the Commission in March based on those issues.

Police Officers Labor Council Contract.

The City and POLC were previously scheduled for Act 312 Arbitration in February 2014 to settle the 2014-16 collective bargaining agreement. The City Commission is requested to approve the negotiated tentative agreement with the POLC Unit that will be presented to the Commission at its February 11, 2014 meeting.

This item has been placed on the February 11, 2014 City Commission Meeting for consideration by the Commission.

Second Quarter 2013-2014 Budget Reforecast.

Staff is transmitting the Second Quarter 2013-14 Budget Reforecast which outlines proposed changes to the original budget that have come about as a result of changes in revenue projections, policy priorities, labor contracts, updated economic conditions, or other factors.

No major changes to the budget are being requested for the second quarter.

This items has been placed on the February 11, 2014 City Commission Meeting for consideration by the Commission.

Adjournment.
Motion by Commissioner Hood, seconded by Vice Mayor Spataro to adjourn at 6:58 p.m.

MOTION PASSES

Ann Marie Cummings, MMC
City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 11, 2014

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, February 11, 2014.

Mayor Gawron opened the meeting with prayer from Mr. George Monroe from Evanston Avenue Baptist Church after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

2014-13 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the January 28th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Approval of Building Contract for 2035 Harding. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To award the Building Contract for the rehabilitation of 2035 Harding to Midwest Builders for the City of Muskegon's Homebuyers Program through Community & Neighborhood Services.

Community & Neighborhood Services received seven bids. The cost estimate from our spec writer was $25,550.

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

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To award Midwest Builders the building rehabilitation contract for 2035 Harding, in the amount of $24,310, for the Community & Neighborhood Services office.

C. <u>Police Officers Labor Council Contract.</u> CITY MANAGER

SUMMARY OF REQUEST: The City and POLC were previously scheduled for Act 312 Arbitration in February 2014 to settle the 2014-16 collective bargaining agreement. The City Commission is requested to approve the negotiated tentative agreement with the POLC Unit. This agreement has been ratified by the bargaining unit.

Key points of the agreement are as follows:

1. The agreement is for a period of three years.
2. Employee contributions to the MERS Pension are increased from 6% to 6.5%.
3. Employer contributions to the Defined Contribution Plan are increased from 10% to 10.5%.
4. No hourly wage changes are proposed for any of the three years of the agreement.
5. Many bargaining members will move to a 12-hour work day.
6. All bargaining members will move to an 84-hour average two-week work period.
7. The City will be authorized to utilize part time officers for certain special details/duties.

FINANCIAL IMPACT: The net additional cost of the Police Officers Labor Council Contract could be in the range of $46,000 to $55,000.

BUDGET ACTION REQUIRED: None.

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

D. <u>Appointments to Various Boards and Committees.</u> CITY CLERK

SUMMARY OF REQUEST: To approve the appointment of Emma Torresen to the Community Development Block Grant-Citizen's District Council, John Riegler and Heidi Sytsema to the Downtown Development Authority, Oneata Bailey to the Housing Commission, and Ellen Davis to the Local Officer's Compensation Commission.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the appointments.

COMMITTEE RECOMMENDATION: The Community Relations Committee recommended the appointments at their February 10th meeting. The City Manager recommends the appointment of Oneata Bailey to the Housing

Commission.

Motion by Commissioner Turnquist, second by Commissioner German to accept the Consent Agenda as presented.

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

Nays: None

MOTION PASSES

2014-14 NEW BUSINESS:

A. <u>Second Quarter 2013-2014 Budget Reforecast.</u> FINANCE

SUMMARY OF REQUEST: At this time staff is transmitting the ***Second Quarter 2013-14 Budget Reforecast*** which outlines proposed changes to the original budget that have come about as result of changes in revenue projections, policy priorities, labor contracts, updated economic conditions, or other factors.

FINANCIAL IMPACT: No major changes to the budget were made for the second quarter. Some marginal adjustments were made resulting in the following:

- The projected year-end FY14 fund balance for the General Fund is $4,823,112 up slightly from $4,795,755 estimated at the first quarter reforecast. The FY14 operating deficit (expenditures over revenues) is expected to be $830,446 down from the first quarter reforecast ($856,803) but up from the original budget estimate ($592,495).
- General Fund revenues are reforecast to be $113,042 (+0.5%) higher than originally budgeted. Most of this increase is due to higher builder permit fees and state shared revenues that were incorporated into the 1Q reforecast.
- General Fund expenditures are estimated to be $350,993 or 1.5% greater than originally budgeted mostly due to a $300,000 supplemental contribution to MERS in addition to $58,000 in higher projected inspection costs that were both incorporated into the 1Q reforecast previously approved.
- Other City funds are mostly in-line with budget projections.

BUDGET ACTION REQUIRED: City Commission approval of this reforecast will formally amend the City's 2013-14 budget.

STAFF RECOMMENDATION: Approval.

Motion by Vice mayor Spataro, second by Commissioner Hood to approve the Second Quarter 2013-2014 Budget Reforecast.

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

Nays: None

MOTION PASSES

B. <u>Sidewalk Snow Removal Ordinance Amendment.</u> ITEM REMOVED

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 5:55 pm.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

Date: March 11, 2014

To: Honorable Mayor and City Commissioners

From: Ann Marie Cummings, City Clerk

RE: Gaming License Request from the Muskegon Irish American Society

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SUMMARY OF REQUEST: The Muskegon Irish American Society is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a Gaming License. They have been recognized as a 501(c)(3) organization by the State.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

Ann Cummings

From: Joe Doyle <joedoyle003@gmail.com>
Sent: Monday, February 10, 2014 3:51 PM
To: Ann Cummings
Subject: Charitable Gaming license request

Ann - The Muskegon Irish American Society has submitted a request for the City Commission to pass a resolution recognizing our organization as a "nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses..."

Our Board of Directors would like to hold a raffle within our membership. A Waterford Crystal vase will be raffled and awarded to the winning ticket holder.

We hope to raise funds to continue our mission of providing education regarding Irish American history and to operate the Michigan Irish American Hall of Fame.

Please contact me with any questions.

--
Joe Doyle
231-557-0553

Organization Mailing address:
1089 Ireland
Muskegon, MI 49441

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a ______________________ meeting of the ______________________
REGULAR OR SPECIAL — TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by ______________________ on ______________
DATE

at __________ a.m./p.m. the following resolution was offered:
TIME

Moved by ______________________ and supported by ______________________

that the request from ______________________ of ______________,
NAME OF ORGANIZATION — CITY

county of ______________________, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for ______________________.
APPROVAL/DISAPPROVAL

APPROVAL		DISAPPROVAL	
Yeas:	________	Yeas:	________
Nays:	________	Nays:	________
Absent:	________	Absent:	________

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

adopted by the ______________________ at a ______________________
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD — REGULAR OR SPECIAL

meeting held on ______________________.
DATE

SIGNED: ______________________
TOWNSHIP, CITY, OR VILLAGE CLERK

____
PRINTED NAME AND TITLE

____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

Date: March 11, 2014

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Consideration of Bids for:
Palmer Reconstruction between McGraft & Southern
(H-1695; S-669; W-740)

SUMMARY OF REQUEST:

Award the reconstruction of Palmer from McGraft to Southern Ave. contract to Jackson Merkey out of Muskegon TWP, MI since they were the lowest responsible bidder with a total bid price of $263,753 (see attached bid tabulation).

FINANCIAL IMPACT:

The construction cost of $263,753 plus engineering

BUDGET ACTION REQUIRED:

None at this time since this project is in the 2013/2014 CIP's.

STAFF RECOMMENDATION:

Award the contract to Jackson Merkey.

COMMITTEE RECOMMENDATION:

H-1695, S-669, W-740PALMER BLVD., MCGRAFT ST. TO SOUTHERN AVE.BID TABULATIONS

			CONTRACTOR ADDRESS CITY/ST/ZIP	ENGINEER'S ESTIMATE		Jackson-Merkey Contractors Inc. 3430 Lund Ave. Muskegon, MI 49442		Kamminga & Roodvoets, Inc. 3435 Broadmoor Grand Rapids, MI 49512		West Michigan Dirtworks PO Box 272 Fruitport, MI 49415		McCormick Sand Inc. (4) 5430 Russell Rd. Twin Lake, MI 49457		Brenner Excavating 2841 132nd Ave. Hopkins, MI 49328		Hallack Contracting 4223 West Polk Rd. Hart, MI 49420	
LINE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**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	Mobilization, Max. 10%	LS	1	$15,000.00	$ 15,000.00	$ 10,150.00	$ 10,150.00	$ 28,900.00	$ 28,900.00	$ 31,335.00	$ 31,335.00	$ 24,560.50	$ 24,560.50	$ 18,685.00	$ 18,685.00	$ 30,000.00	$ 30,000.00
2	Dr Structure, Rem, Modified	Ea	7	$400.00	$ 2,800.00	$ 260.00	$ 1,820.00	$ 175.00	$ 1,225.00	$ 191.00	$ 1,337.00	$ 500.00	$ 3,500.00	$ 183.00	$ 1,281.00	$ 385.00	$ 2,695.00
3	Sidewalk, Rem	Syd	431	$5.00	$ 2,155.00	$ 5.00	$ 2,155.00	$ 4.75	$ 2,047.25	$ 5.17	$ 2,228.27	$ 7.00	$ 3,017.00	$ 3.30	$ 1,422.30	$ 5.00	$ 2,155.00
4	Pavt, Rem, Modified	Syd	4868	$5.00	$ 24,340.00	$ 4.00	$ 19,472.00	$ 4.00	$ 19,472.00	$ 5.54	$ 26,968.72	$ 2.00	$ 9,736.00	$ 4.30	$ 20,932.40	$ 5.00	$ 24,340.00
5	Machine Grading, Modified	Sta	10	$1,100.00	$ 11,000.00	$ 1,425.00	$ 14,250.00	$ 1,100.00	$ 11,000.00	$ 2,482.00	$ 24,820.00	$ 1,000.00	$ 10,000.00	$ 1,000.00	$ 10,000.00	$ 1,750.00	$ 17,500.00
6	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	$100.00	$ 400.00	$ 100.00	$ 400.00	$ 125.00	$ 500.00	$ 75.00	$ 300.00	$ 60.00	$ 240.00	$ 76.50	$ 306.00	$ 85.00	$ 340.00
7	Aggregate Base, 8 inch	Syd	3412	$6.00	$ 20,472.00	$ 5.50	$ 18,766.00	$ 7.00	$ 23,884.00	$ 7.27	$ 24,805.24	$ 5.25	$ 17,913.00	$ 6.00	$ 20,472.00	$ 6.00	$ 20,472.00
8	Maintenance Gravel, LM	Cyd	400	$20.00	$ 8,000.00	$ 11.00	$ 4,400.00	$ 10.00	$ 4,000.00	$ 23.50	$ 9,400.00	$ 18.00	$ 7,200.00	$ 18.60	$ 7,440.00	$ 1.00	$ 400.00
9	Sewer, Cl E, 12 inch, Tr Det B	Ft	449	$36.00	$ 16,164.00	$ 30.00	$ 13,470.00	$ 26.00	$ 11,674.00	$ 20.75	$ 9,316.75	$ 40.00	$ 17,960.00	$ 25.10	$ 11,269.90	$ 32.50	$ 14,592.50
10	Sewer Tap, 15 inch	Ea	9	$350.00	$ 3,150.00	$ 140.00	$ 1,260.00	$ 440.00	$ 3,960.00	$ 453.77	$ 4,083.93	$ 550.00	$ 4,950.00	$ 160.50	$ 1,444.50	$ 300.00	$ 2,700.00
11	Sewer Tap, 18 inch	Ea	7	$350.00	$ 2,450.00	$ 200.00	$ 1,400.00	$ 520.00	$ 3,640.00	$ 580.57	$ 4,063.99	$ 600.00	$ 4,200.00	$ 242.00	$ 1,694.00	$ 350.00	$ 2,450.00
12	Dr Structure, Tap, 12 inch	Ea	1	$350.00	$ 350.00	$ 270.00	$ 270.00	$ 400.00	$ 400.00	$ 300.00	$ 300.00	$ 400.00	$ 400.00	$ 150.00	$ 150.00	$ 350.00	$ 350.00
13	Dr Structure Cover, Modified	Lb	3610	$1.25	$ 4,512.50	$ 1.00	$ 3,610.00	$ 1.70	$ 6,137.00	$ 1.86	$ 6,714.60	$ 1.30	$ 4,693.00	$ 1.55	$ 5,595.50	$ 1.25	$ 4,512.50
14	Dr Structure Cover, Adj, Case 1, Modified	Ea	2	$400.00	$ 800.00	$ 365.00	$ 730.00	$ 475.00	$ 950.00	$ 1,174.00	$ 2,348.00	$ 350.00	$ 700.00	$ 469.00	$ 938.00	$ 350.00	$ 700.00
15	Catch Basin Special Detail	Ea	4	$1,350.00	$ 5,400.00	$ 1,000.00	$ 4,000.00	$ 1,060.00	$ 4,240.00	$ 1,198.54	$ 4,794.16	$ 1,100.00	$ 4,400.00	$ 1,038.00	$ 4,152.00	$ 1,000.00	$ 4,000.00
16	HMA, 3C	Ton	375	$70.00	$ 26,250.00	$ 57.00	$ 21,375.00	$ 56.81	$ 21,303.75	$ 56.81	$ 21,303.75	$ 56.81	$ 21,303.75	$ 59.10	$ 22,162.50	$ 56.81	$ 21,303.75
17	HMA, 4C	Ton	375	$75.00	$ 28,125.00	$ 64.00	$ 24,000.00	$ 63.43	$ 23,786.25	$ 63.43	$ 23,786.25	$ 63.43	$ 23,786.25	$ 66.00	$ 24,750.00	$ 63.43	$ 23,786.25
18	Driveway, Nonreinf Conc, 6 Inch, Modified	Syd	500	$35.00	$ 17,500.00	$ 23.00	$ 11,500.00	$ 33.00	$ 16,500.00	$ 26.00	$ 13,000.00	$ 30.00	$ 15,000.00	$ 26.60	$ 13,300.00	$ 34.56	$ 17,280.00
19	Curb and Gutter, Conc, Det F4, Modified	Ft	1900	$12.25	$ 23,275.00	$ 9.00	$ 17,100.00	$ 13.00	$ 24,700.00	$ 13.16	$ 25,004.00	$ 10.00	$ 19,000.00	$ 9.75	$ 18,525.00	$ 10.75	$ 20,425.00
20	Detectable Warning Surface	Ft	40	$40.00	$ 1,600.00	$ 30.00	$ 1,200.00	$ 42.00	$ 1,680.00	$ 30.00	$ 1,200.00	$ 30.00	$ 1,200.00	$ 31.20	$ 1,248.00	$ 28.00	$ 1,120.00
21	Sidewalk Ramp, Conc, 4 inch	Sft	650	$5.00	$ 3,250.00	$ 3.20	$ 2,080.00	$ 3.20	$ 2,080.00	$ 4.00	$ 2,600.00	$ 4.00	$ 2,600.00	$ 3.65	$ 2,372.50	$ 3.64	$ 2,366.00
22	Sidewalk, Conc, 4 inch	Sft	2975	$3.00	$ 8,925.00	$ 3.00	$ 8,925.00	$ 2.50	$ 7,437.50	$ 2.20	$ 6,545.00	$ 3.00	$ 8,925.00	$ 2.40	$ 7,140.00	$ 3.45	$ 10,263.75
23	Sidewalk, Conc, 6 inch	Sft	600	$4.00	$ 2,400.00	$ 3.60	$ 2,160.00	$ 3.60	$ 2,160.00	$ 2.70	$ 1,620.00	$ 3.50	$ 2,100.00	$ 3.00	$ 1,800.00	$ 4.38	$ 2,628.00
24	Barricade, Type III, High Intensity, Lighted, Furn	Ea	7	$46.00	$ 322.00	$ 70.00	$ 490.00	$ 54.00	$ 378.00	$ 65.10	$ 455.70	$ 55.00	$ 385.00	$ 67.80	$ 474.60	$ 55.00	$ 385.00
25	Plastic Drum, High Intensity, Furn	Ea	27	$20.00	$ 540.00	$ 8.00	$ 216.00	$ 24.00	$ 648.00	$ 14.10	$ 380.70	$ 12.00	$ 324.00	$ 14.70	$ 396.90	$ 13.50	$ 364.50
26	Sign, Type B, Temp, Prismatic, Furn	Sft	235	$5.50	$ 1,292.50	$ 3.00	$ 705.00	$ 4.00	$ 940.00	$ 3.25	$ 763.75	$ 3.00	$ 705.00	$ 3.40	$ 799.00	$ 3.00	$ 705.00
27	Topsoil Surface, Furn, 4 inch	Syd	1450	$3.50	$ 5,075.00	$ 4.00	$ 5,800.00	$ 2.00	$ 2,900.00	$ 5.23	$ 7,583.50	$ 4.25	$ 6,162.50	$ 1.70	$ 2,465.00	$ 2.75	$ 3,987.50
28	Hydroseeding	Syd	1450	$1.00	$ 1,450.00	$ 1.00	$ 1,450.00	$ 0.65	$ 942.50	$ 0.75	$ 1,087.50	$ 1.00	$ 1,450.00	$ 1.00	$ 1,450.00	$ 1.50	$ 2,175.00
29	Water Service, 1 inch, Copper Type K	Ft	1210	$20.00	$ 24,200.00	$ 9.00	$ 10,890.00	$ 9.00	$ 10,890.00	$ 15.52	$ 18,779.20	$ 11.00	$ 13,310.00	$ 18.90	$ 22,869.00	$ 19.50	$ 23,595.00
30	Watermain, DI, 6 inch, Tr Det G, Modified	Ft	30	$45.00	$ 1,350.00	$ 42.00	$ 1,260.00	$ 52.00	$ 1,560.00	$ 93.92	$ 2,817.60	$ 60.00	$ 1,800.00	$ 64.10	$ 1,923.00	$ 37.50	$ 1,125.00
31	Water Valve Box and Cover, Complete	Ea	2	$350.00	$ 700.00	$ 370.00	$ 740.00	$ 520.00	$ 1,040.00	$ 210.00	$ 420.00	$ 450.00	$ 900.00	$ 413.50	$ 827.00	$ 285.00	$ 570.00
32	Corporation Stop, 1 inch	Ea	34	$350.00	$ 11,900.00	$ 300.00	$ 10,200.00	$ 294.00	$ 9,996.00	$ 189.27	$ 6,435.18	$ 380.00	$ 12,920.00	$ 175.00	$ 5,950.00	$ 157.50	$ 5,355.00
33	Curb Stop and Box, 1 inch	Ea	31	$350.00	$ 10,850.00	$ 210.00	$ 6,510.00	$ 202.00	$ 6,262.00	$ 163.30	$ 5,062.30	$ 300.00	$ 9,300.00	$ 271.50	$ 8,416.50	$ 252.50	$ 7,827.50
34	Meter Pit Complete	Ea	3	$650.00	$ 1,950.00	$ 530.00	$ 1,590.00	$ 519.00	$ 1,557.00	$ 860.00	$ 2,580.00	$ 700.00	$ 2,100.00	$ 802.50	$ 2,407.50	$ 500.00	$ 1,500.00
35	Tapping Sleeve and Valve, 24 inch X 6 inch, With Box	Ea	1	$3,000.00	$ 3,000.00	$ 3,815.00	$ 3,815.00	$ 5,200.00	$ 5,200.00	$ 3,741.50	$ 3,741.50	$ 2,500.00	$ 2,500.00	$ 3,500.00	$ 3,500.00	$ 3,950.00	$ 3,950.00
36	Valve, 6 inch, Gate, With Box	Ea	1	$800.00	$ 800.00	$ 1,030.00	$ 1,030.00	$ 850.00	$ 850.00	$ 733.09	$ 733.09	$ 1,000.00	$ 1,000.00	$ 976.50	$ 976.50	$ 950.00	$ 950.00
37	Hydrant, 6 inch, Standard	Ea	2	$3,000.00	$ 6,000.00	$ 2,465.00	$ 4,930.00	$ 2,600.00	$ 5,200.00	$ 2,320.00	$ 4,640.00	$ 2,400.00	$ 4,800.00	$ 2,675.00	$ 5,350.00	$ 2,750.00	$ 5,500.00
38	Sleeve, 6 inch, Long, DI MJ	Ea	1	$350.00	$ 350.00	$ 415.00	$ 415.00	$ 990.00	$ 990.00	$ 413.50	$ 413.50	$ 1,000.00	$ 1,000.00	$ 397.50	$ 397.50	$ 250.00	$ 250.00
39	Sanitary Sewer, PVC SDR 35, 6 inch, Tr Det B	Ft	99	$40.00	$ 3,960.00	$ 66.00	$ 6,534.00	$ 44.00	$ 4,356.00	$ 11.50	$ 1,138.50	$ 72.00	$ 7,128.00	$ 107.50	$ 10,642.50	$ 35.00	$ 3,465.00
40	Sanitary Sewer, PVC SDR 35, 18 inch, Tr Det B	Ft	36	$50.00	$ 1,800.00	$ 160.00	$ 5,760.00	$ 105.00	$ 3,780.00	$ 39.15	$ 1,409.40	$ 100.00	$ 3,600.00	$ 122.50	$ 4,410.00	$ 50.00	$ 1,800.00
41	Sanitary Sewer, PVC SDR 35, 15 inch, Tr Det B	Ft	50	$50.00	$ 2,500.00	$ 160.00	$ 8,000.00	$ 80.00	$ 4,000.00	$ 28.25	$ 1,412.50	$ 88.00	$ 4,400.00	$ 112.00	$ 5,600.00	$ 40.00	$ 2,000.00
42	Manhole Special Detail, Storm	Ea	2	$1,500.00	$ 3,000.00	$ 1,000.00	$ 2,000.00	$ 1,355.00	$ 2,710.00	$ 734.74	$ 1,469.48	$ 1,900.00	$ 3,800.00	$ 1,244.00	$ 2,488.00	$ 1,250.00	$ 2,500.00
43	Sanitary Sewer, PVC SDR 35, WYE, 18 inch X 6 inch, Tr Det B	Ea	1	$350.00	$ 350.00	$ 725.00	$ 725.00	$ 740.00	$ 740.00	$ 655.00	$ 655.00	$ 925.00	$ 925.00	$ 665.50	$ 665.50	$ 750.00	$ 750.00
44	Manhole Special Detail, Sanitary	Ea	2	$1,500.00	$ 3,000.00	$ 2,100.00	$ 4,200.00	$ 1,840.00	$ 3,680.00	$ 1,558.67	$ 3,117.34	$ 2,400.00	$ 4,800.00	$ 2,410.00	$ 4,820.00	$ 5,000.00	$ 10,000.00
45	Sand Refill	Cyd	400	$10.00	$ 4,000.00	$ 5.00	$ 2,000.00	$ 5.00	$ 2,000.00	$ 8.25	$ 3,300.00	$ 9.00	$ 3,600.00	$ 11.50	$ 4,600.00	$ 6.50	$ 2,600.00
	TOTAL				**$ 316,708.00**		**$ 263,753.00**		**$ 292,296.25**		**$ 316,270.40**		**$ 294,294.00**		**$ 288,509.10**		**$ 307,734.25**

	Apparent Low Bidder

AGENDA ITEM NO._____________

CITY COMMISSION MEETING ____________________

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: March 11, 2014

SUBJECT: 2014 Pavement Marking Program

SUMMARY OF REQUEST:
Staff is requesting permission to enter into 1-year contractual agreement with Michigan Pavement Marking (MPM) of Wyoming, Michigan for centerline painting. This contract bid was awarded by the Muskegon County Road Commission (MCRC) and for local agencies in the Muskegon County Pavement Marking Group to enter into with MPM with each member billed separately by MPM for painting services requested.

FINANCIAL IMPACT:
Estimated costs for 2014 are $16,000. Approximately $14,794 in 2009, $14,300 in 2010 was spent for centerline painting. Also $20,334 in 2011 was spent for centerline painting/specialty markings with $16,008 in 2012 and $16,999 in 2013 spent for centerline painting, through previous bids/contracts with MCRC and MPM.

BUDGET ACTION REQUIRED:
None, contractual work has been budgeted for in the Highway Majors budget.

STAFF RECOMMENDATION:
Approve request to enter into a 1-year contract with Michigan Pavement Markings.

COMMITTEE RECOMMENDATION:

Muskegon County Road Commission

7700 East Apple Avenue
Telephone (231) 788-2381

Muskegon, MI 49442-4999
Fax (231) 788-5793

February 26, 2014

Re: Muskegon County Pavement Marking / Contract Renewal

Muskegon County Pavement Marking Group:

Michigan Pavement Markings, LLC, has requested and the Muskegon County Road Commission has accepted their offer to renew the pavement marking contract for the 2014 season under the contract provisions and honor the unit prices from the 2012 contract.

Please contact Shannon Nielson at Michigan Pavement Markings, LLC with quantities and locations of work to be performed and to schedule the work in your municipality for the 2014 painting season.

Michigan Pavement Markings LLC contact information is:

Shannon Nielson, President
616-260-7828 Cell, Best Contact Number
616-261-3111 Office, Alternate Contact Number

If you have any questions, please feel free to contact me at your convenience.

Sincerely,

Mark Timmer

Mark Timmer
Sign Shop Foreman/Safety Coordinator

c: Paul Bouman, County Highway Engineer

Commission Meeting Date: March 11, 2014

Date: **March 4, 2014**

To: **Honorable Mayor and City Commissioners**

From: **Finance Director**

RE: **Management Agreement – Fisherman's Landing**

SUMMARY OF REQUEST: Attached is a proposed agreement for management of Fisherman's Landing for the 2014 season. Staff has met with Fisherman's Landing representatives on several occasions to work out details of the agreement. Key provisions of the new agreement:

- Facility to move more towards self-sufficiency and further relieve city of financial obligations;
- A non-disparagement clause was added;
- The agreement terminates at the end of the 2014 season, but no later than November 13, 2014.

Staff believes Fisherman's Landing, Inc. is in the best position to manage the facility and continue to oversee its' operation.

FINANCIAL IMPACT: Estimated $10,000 cost savings to city by additional responsibilities being taken on by Fisherman's Landing manager with the goal of making the facility more self-supporting.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: None.

MANAGEMENT AGREEMENT

This Agreement is made this 4th day of March, 2014, by and between the **CITY OF MUSKEGON**, a Michigan municipal corporation, whose offices are located at 933 Terrace Street, Muskegon, Michigan 49443-0536 ("City") and **FISHERMAN'S LANDING, INC.**, a Michigan non-profit corporation, whose address is 501 E. Western Avenue, Muskegon, Michigan 49440 ("Manager"),

Background

A. Fisherman's Landing (Giddings Street Launch Ramp) is a park within the park system of the City, and is located at 501 E. Western Avenue.

B. Fisherman's Landing is designated to furnish camping and boating facilities to the general public.

C. The City is authorized by the State of Michigan to own and operate Fisherman's Landing and is authorized to delegate its operation to Manager.

D. Manager is willing on the terms and conditions hereinafter set forth to operate Fisherman's Landing during the term of this agreement.

E. City, in consideration thereof, will assume and perform certain duties and obtain certain benefits as hereafter itemized.

NOW THEREFORE, IT IS AGREED:

1. **Covenants of Manager.** Manager shall, during the term of this agreement on an annual basis, do and perform the following:

(a) Operate the campground facility in an efficient and competent manner for as many hours of the day as are necessary, and collect campground fees from the users. The fees collected shall be accounted for to the City and placed in the fund set forth below in paragraph l(d). The campground shall be open, at a minimum, from May 15th to September 15th on an annual basis.

(b) Keep clean and maintain in an acceptable manner the restroom and shower facilities, fish cleaning station, shelter, and office buildings.

(c) Maintain the grounds in an acceptable manner, including grass mowing and litter pick-up. Should the Manager's equipment be temporarily inoperable, City agrees to mow the grounds on a temporary basis, not exceeding fourteen days and charge the costs to Manager.

(d) Retain any excess of income over expenses derived from Manager's operation of Fisherman's Landing in a separate fund which Manager shall devote to assisting the City in the funding of capital improvements at Fisherman's Landing, or other projects mutually agreed annually upon by the parties.

(e) Provide to the City on an annual basis, and no later than January 30, a financial report for the previous calendar year showing all expenses incurred and revenues received as a result of Manager's operation of Fisherman's Landing. The report shall be prepared using QuickBooks financial software, or a similar commercially-available financial software product. Subject to City auditor review and approval, the report may be prepared on an Excel spreadsheet which details itemized monthly revenue and expenses.

(f) Supply cleaning supplies and paper products as necessary for the maintenance and operation of the restroom and shower facilities.

(g) Secure any and all required licenses and permits for the operation of Fisherman's Landing.

(h) Provide City with reports of all fishing tournaments held at Fisherman's Landing, providing as much detail as possible using current procedures. Work to develop and implement procedures which would detail revenue generated, number of participants, etc.

(i) Reimburse the City for the full cost of electric service provided during the months of May, June, July, August, and September. Reimbursement shall be paid to the City no later than December 1 of each year for services provided in that year. The City agrees to provide copies of all utility bills for the facility to the manager on a monthly basis.

(j) Fisherman's Landing agrees that, at least annually, it will meet with City staff to review the status of and any proposed changes to the site plan.

(k) Provide the general public access to the channel area up to the fence line.

(l) Any defamatory public comments made by Manager, its Board Members or staff, towards City may be grounds for immediate termination of this agreement.

2. **Improvements.** It is understood that any improvement made to the site will become the property of the City.

3. **Covenants of the City.** City shall, at its own cost on an annual basis, during the term of this agreement, do and perform the following:

(a) Maintain in an acceptable state of repair the launch ramp, launch ramp docks, roadways, parking lots, signs, outdoor lighting in the non - campground areas, playground, sprinklers in the non-campground area, and all utilities.

(b) Pay all utility bills for Fisherman's Landing.

(c) Provide for the premises a dumpster for the collection of trash.

(d) Manager will be supplied permits as needed and all revenue from any permits sold shall be split with 50% to Manager and 50% to City. City shall receive an itemized listing of all permits sold.

(e) Supply 2 portable bathrooms (1 being handicap-accessible) for Fisherman's Landing.

(f) Help identify state or federal grants that may be available for the facility and work with the Fisherman's Landing Inc. to secure grant funding to finance improvements at the facility.

4. **Launch Ramp Permits.** -The City and Manager agree to cooperatively develop and implement cost-effective strategies for surveillance and enforcement of the City's launch ramp permit requirements. Strategies to be considered include, but are not limited to, sharing of costs for a park ranger position and/or sharing fine revenue generated at the Fisherman's Landing site. Achieving this goal may require mutually agreed to modifications to the terms and processes outlined in this agreement. Such modifications may be made through a letter of understanding signed by the City Manager and the Chairman of Fisherman's Landing Inc.

5. **Facility to Become Self-Sufficient.** - The parties recognize that the City currently pays utility and certain other costs (including those outlined above) necessary for operation of the Fisherman's Landing facility. The parties agree that a shared goal is to achieve and/or maintain financial self-sufficiency for Fisherman's Landing during the term of this agreement. Achieving this goal may require mutually agreed to modifications to the terms and processes outlined in this agreement. Such modifications may be made through a letter of understanding signed by the City Manager and the Chairman of Fisherman's Landing Inc.

6. **Term.** Subject to the termination provision of this agreement, it shall commence the 13th day of February, 2014, and terminate at the end of the 2014 year season, but no later than November 13, 2014. The parties may mutually agree to renewals of this agreement, the terms and provisions thereof to be negotiated.

7. **Insurance.** The Manager shall, at its cost, procure and maintain during the term of this agreement the following insurance policies, naming the City as an additional

insured, and maintaining policies which provide that the City shall receive at least thirty (30) days' notice prior to cancellation:

(a) Comprehensive general public liability insurance single limit in the minimum amount of $1,000,000.

(b) Motor vehicle liability in the minimum amount of $1,000,000 (this insurance requirement shall not be effective until such time as Manager purchases a vehicle for use at Fisherman's Landing, or Manager obtains uses of City-owned vehieles.)

(c) Worker's Compensation Insurance covering all persons deemed to be employees of Manager by law.

(d) All policies of insurance shall be evidenced by certificates and shall be placed with insurance companies acceptable to the City and licensed to do business in the State of Michigan. Said insurance shall be kept in force and new certificates supplied for substituted or renewed insurance.

8. **Compliance With Laws.** Manager shall promptly comply with all ordinances of the City of Muskegon and statutes of the State of Michigan with respect to the use of said premises, any construction upon said premises, and further agrees to fully comply with all regulations imposed upon the City by the State of Michigan's Department of Environmental Quality insofar as such regulations pertain to any of the promises or undertakings of Manager set forth in this agreement.

9. **Termination.** This agreement may be terminated by City or Manager upon furnishing the non-terminating party written notice of termination not less than thirty (30) days prior to the effective date of termination.

10. **Notices.** Any notice required to be given in writing under the provisions of this agreement shall be deemed to be delivered if given personally to the party entitled to such notice or if deposited in the U.S. mail to such party at the address set forth in the introduction of this agreement with postage thereon fully prepaid.

11. **Other Agreements.** Manager and City acknowledge the existence of a Development and Reimbursement Agreement dated March 22, 2005, which remains in full force and effect. Nothing in this Agreement is intended to alter the obligations of the parties in the Development and Reimbursement Agreement. Other than the Development and Reimbursement Agreement, as amended in January 2008, any other agreements between the parties shall be null and void.

The parties have caused this agreement to be executed on the date first above written.

CITY – CITY OF MUSKEGON

By ______________________________
Stephen Gawron, Mayor

And ______________________________
Ann Cummings, MMC, Clerk

MANAGER -FISHERMAN'S
LANDING, INC., a Michigan non-profit corporation

By Debra L Hawkins
Its Manager

Date: March 4th, 2014

To: Honorable Mayor and City Commissioners

From: Director of Public Safety Jeffrey Lewis

RE: Fireworks Delegation of Authority Authorization

SUMMARY OF REQUEST:

The Director of Public Safety requests that the City Commission review and authorize the "*Fireworks Delegation of Authority Authorization Pursuant to PA 256".*

The Bureau of Fire Services is seeking for departments that are interested in applying for inspection delegation for consumer fireworks sales facilities (CFRS) under Section 19 of 2011 PA 256. The delegation is for one (1) year. The fire department would be responsible to conduct inspections of the permanent & temporary CFRS location within its jurisdiction (City of Muskegon). Entities (MUFD) that elect to have delegation will receive 80 % of the application fee paid for the consumer fireworks certificate ($700.00 for permanent & $420.00 for temporary).

Currently MUFD has two (2) trained "certified fire inspectors" that are qualified to perform this job task. Application will be made upon the acceptance by City Commission.

FINANCIAL IMPACT:

Positive financial impact as fees are paid to conduct inspections

BUDGET ACTION REQUIRED:

N/A

STAFF RECOMMENDATION:

Staff recommends reapproving & performing delegation inspections.

CITY OF MUSKEGON
RESOLUTION

WHEREAS, the City of Muskegon finds it necessary to conduct Fireworks delegation of Authority Authorization Pursuant to PA 256; and

WHEREAS, the City of Muskegon will conduct fireworks inspections within its jurisdiction and/or perform said inspection(s) upon request(s) per mutual aid; and

WHEREAS, the inspections will generate fees to the City of Muskegon ($700.00 permanent structure - $420.00 temporary)

NOW THEREFORE BE IT RESOLVED that the City Commission authorizes the Muskegon Fire Department certified inspectors to perform Fireworks Delegation Inspections as stated.

Signed this 11th day of March 2014.

____

Stephen J. Garwon
Mayor

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF FIRE SERVICES
RICHARD W. MILLER
STATE FIRE MARSHAL

STEVE ARWOOD
DIRECTOR

DELEGATION AGREEMENT

Between
The Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
and
Muskegon Fire Department
EXPIRATION
April 30, 2015

I. Purpose

This agreement is entered into for the purpose of delegating responsibility for inspections of consumer fireworks retail locations in accordance with the Michigan Fireworks Safety Act, PA 256 of 2011, as amended, MCL 28.469.

II. Local Agency Responsibilities

The **Muskegon Fire Department** agency agrees:

A. To abide by all terms of this agreement including all attachments (i.e. procedures).

B. To the use of State Certified Fire Inspectors to perform all delegated inspections.

C. To complete all delegated inspections within the time frames as specified by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services.

D. To complete all delegated inspections using the applicable rules promulgated in accordance with MCL 28.470.

E. To utilize all report forms and reporting formats required by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, for all delegated inspections of consumer fireworks retail locations.

F. To follow and apply all Department of Licensing & Regulatory Affairs, Bureau of Fire Services, procedures regarding the inspection of consumer fireworks retail locations.

G. To the proper conduct and demeanor of their employee(s) while performing delegated inspections in accordance with this agreement.

H. To attend training opportunities provided by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, necessary for the proper completion of delegated inspections.

III. Department of Licensing & Regulatory Affairs, Bureau of Fire Services responsibilities

The Bureau of Fire Services agrees:

A. To abide by the terms of this agreement, including all attachments.

B. To provide the technical assistance and supervision necessary for the proper administration of this agreement.

C. To provide any report forms and reporting formats required by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, for the reporting of inspections performed in accordance with this agreement.

D. To provide the **Muskegon Fire Department** with copies of applicable Department of Licensing & Regulatory Affairs, Bureau of Fire Services procedures, manuals, or other documents necessary for the implementation of this agreement.

E. To provide the opportunity for training for an appropriate number of employees of the **Muskegon Fire Department**, as determined by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, regarding rules, laws, or procedures necessary for the completion of inspections delegated in accordance with this agreement.

F. To annually review the delegation of authority to perform inspections of consumer fireworks retail locations to verify compliance with MCL 28.455.

G. To notify the Agency, in writing, of intent to revoke delegated authority if the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, finds that the terms of the agreement have not been kept, or if the Department intends to withdraw the delegation program.

H. To revoke the authority of the employee(s) to perform delegated inspections upon notification of the **Muskegon Fire Department** that the request for delegation has been rescinded.

I. To inform the State Fire Safety Board of all decisions by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, in delegating or revoking the authority delegated under MCL 28.469.

IV. Conflict of Interest

The **Muskegon Fire Department** and the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, are subject to the provisions of Act No. 317, PA of 1968, as amended, being MCL 15.321 et seq, and Act No. 196, PA of 1973, as amended, being MCL 15.341 et seq.

V. Liability

A. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the **Muskegon Fire Department** or unit of government pursuant to the terms of this agreement shall be the responsibility of the Agency if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the unit of government or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.

B. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, or its employees shall be the responsibility of the Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the State, its agencies, the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, or the employees of any of them as provided by common law, statute, or court decision.

C. In the event that liability to third parties, and/or loss, or damages arises as a result of activities which go beyond the mere fact of agreement between the **Muskegon Fire Department**, and the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, in fulfillment of their responsibilities under this agreement, such a liability, loss or damage shall be borne in relation to each party's responsibilities under that joint activity, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the governing body, unit of government, the State and the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, or the employees of any of them, as provided by common law, statute, or court decision.

VI. Compensation from Application Fees

During the time this agreement is in effect, the financial entity for the **Muskegon Fire Department** will receive 70% of the consumer fireworks application fee paid by the applicant for facility inspection duties within the **Muskegon Fire Department** jurisdiction. This amounts to $700 per permanent structure and $420 per temporary structure.

VII. Statutory Authority

Authority to perform inspections of consumer fireworks retail locations to verify compliance with MCL 28.455 is delegated to the certified fire inspector(s) of the **Muskegon Fire Department** by the Department of Licensing & Regulatory Affairs, Bureau of Fire Services, under provision of Michigan Fireworks Safety Act, PA 256 of 2011 as amended, MCL 28.469. This delegation does not include any authority to issue citations or otherwise enforce the provisions of the Fireworks Safety Act.

Print Name of Local Certifying Official

Title of Local Certifying Official

Certifying Official Signature

Date

Jeffrey Lewis

Printed Name of Fire Chief

Fire Chief Signature

3/3/14

Date

Richard W. Miller

Printed Name of State Fire Marshal

State Fire Marshal Signature

Date

Commission Meeting Date: March 11, 2014

Date: March 4, 2014

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: River Barges to Muskegon Port- Letter of Support

SUMMARY OF REQUEST: Legislation has been introduced to allow river barge traffic to enter the Muskegon Port. Currently, similar river barge traffic has access to the Wisconsin ports, but not West Michigan ports. If river barge traffic is allowed to enter the Muskegon ports, a drastic increase in export and import will be available to the Muskegon area (including the shipment of goods such as aggregate and alternative energy products into Muskegon and the shipment of agricultural goods out of Muskegon).

FINANCIAL IMPACT: The future potential for the Muskegon area to benefit from both import and export of goods through river barge traffic could be significant.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached letter of support for “Coast Guard Proposed Rulemaking USCG-2013-0954” directed to the Director of Governmental and Public Affairs, US Coast Guard Headquarters and to authorize the Mayor’s signature.

MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

March 11, 2014

Admiral Robert Papp, Jr.
Commandant
United States Coast Guard
2100 Second St, SW
Washington, DC 20593

Re: Coast Guard Proposed Rulemaking USCG-2013-0954

The City Commission of the City of Muskegon, Michigan is in support of proposed rulemaking (USCG-2013-0954) for the United State Coast Guard (USCG) to allow River Barges with a conditional exemption from load line requirements, onto the Calumet-St. Joseph, Calumet-Muskegon routes, as well as entry into the ports of Holland and Grand Haven.

As the State of Michigan's largest deep water port on Lake Michigan, this rulemaking change will allow the Port of Muskegon to enhance economic opportunity for Michigan manufacturers and agricultural producers. Muskegon is also strategically located in mid-Michigan and is served by several modes of transportation, allowing for easy logistical connections to the Port of Muskegon.

This rulemaking change will level the playing field, allowing the State of Michigan to directly compete with Indiana and Wisconsin for expanded barge access to Lake Michigan by granting conditional exemption from load line requirements, allowing Michigan and the Port of Muskegon to have restrictions similar to those states.

With this exemption, the agricultural industry will have an easier and more cost-competitive pathway to export markets, as well as a new pathway to import fertilizer and feed ingredients to meet production needs. Additionally, aggregate producers, alternative energy component manufacturers, utility generators, and the metal and scrap industries would have a new and cost-effective method to ship and receive products.

Finally, with advances in weather forecasting, revised regulations would ensure vessel, operator and cargo safety, making river barge operation on Lake Michigan safe and reliable.

On behalf of the Muskegon City Commission, I thank you for considering these comments in support of a conditional exemption from load line requirements for river barges on the eastern side of Lake Michigan.

Sincerely,

Stephen J. Gawron, Mayor
Muskegon City Commission

City of Muskegon, 933 Terrace Street, P.O. Box 536, Muskegon, MI 49443-0536
http://www.shorelinecity.com

Agenda Item No.

Date: March 11, 2014

To: Honorable Mayor and City Commission

From: DPW

RE: 2014, 2015 and 2016 Street Sweeping Contract

SUMMARY OF REQUEST:

To award three-year contract to provide four (4) annual street sweepings to Tri-Us Services, Inc., 78 N. Ball Creek Rd., Kent City, MI 49330.

FINANCIAL IMPACT:

Cost will be $202,135.50 each year; $606,406.50 over the course of the contract. Excludes special requests charged at $125/hour.

BUDGET ACTION REQUIRED:

None; monies appropriated in Highway and State Trunkline budgets.

STAFF RECOMMENDATION:

Approval of this request.

MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

Date:	March 11, 2014
To:	Honorable Mayor and City Commissioners
From:	DPW
Subject:	2014, 2015, 2016 Street Sweeping Contract

Two bid proposals to provide street sweeping services for years 2014, 2015 and 2016 were received as the result of solicitation in *The Chronicle*: Tri-Us Services, Inc., 78 N. Ball Creek Road, Kent City, Michigan and Sanisweep, Inc., 0-3450 Riverhill Drive NW, Grand Rapids, MI 49534.

Four annual sweeps are required of 358.62 miles of non-trunkline curbed and uncurbed paved streets and paved shoulders and 19.80 miles of trunkline (city portions of Apple Avenue and Seaway and Shoreline Drive) curbed and uncurbed paved streets and paved shoulders. Vendor must also perform special sweeping requests as solicited.

<u>Tri-Us Services, Inc. bid $202,135.50 X 3 years = $606,406.50</u>

Annual breakdown	
358.62 non-trunkline curb miles 4 sweeps per year	$188,275.50
19.80 trunkline curb miles 4 sweeps per year	$ 13,860.00
$125.00 per hour, special requests	

<u>Sanisweep, Inc. bid $330,009.60 X 3 years = $990,028.80</u>

Annual breakdown	
358.62 non-trunkline curb miles 4 sweeps per year	$315,585.60
19.80 trunkline curb miles 4 sweeps per year	$ 17,424.00
$130.00 per hour, special requests	

Funds to cover all expenses are budgeted. Trunkline expenses are reimbursed by the state.

It is our recommendation that the contract be awarded to Tri-Us Services, Inc. In addition to being the low bidder, Tri-Us has provided satisfactory service the past seventeen (17) years.

Date: March 11, 2014

To: Honorable Mayor and City Commissioners

From: Engineering

RE: City – MDOT Agreement for the reconstruction of: Ramp connecting Apple Ave. (M-46) to northbound US-31.

SUMMARY OF REQUEST:

Approve the attached contract with MDOT for the reconstruction of the on-ramp from Apple to northbound US-31 and approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

The City's participation is limited to 8.75% of the state's share as required by ACT 51 which is estimated at $15,650.

BUDGET ACTION REQUIRED:

none at this time

STAFF RECOMMENDATION:

Approve the attached contract and resolution authorizing the mayor & clerk to sign both.

COMMITTEE RECOMMENDATION:

RESOLUTION__________

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE RECONSTRUCTION OF THE RAMP CONNECTING M-46 (APPLE AVE,) TO NORTHBOUND US-31 TOGETHER WITH OTHER NECESSARY RELATED WORK ITEMS AND AUTHORIZATION FOR MAYOR STEPHEN J. GAWRON AND CITY CLERK, ANN CUMMINGS, TO EXECUTE SAID CONTRACT

Moved by____________________________________and supported by

Commissioner__________________________that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **14-5014** between the Michigan Department of Transportation and the City of Muskegon for the **<u>reconstruction of the ramp connecting M-46 (Apple Ave.) to northbound US-31</u>** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **14-5014** 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____________day of____________, 2014.

BY

____

Stephen J. Gawron, Mayor

ATTEST

____

Ann Cummings, City Clerk

<u>CERTIFICATION</u>

This resolution was adopted at a meeting of the City Commission, held on ____________**, 2014**. 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 Cummings, City Clerk

	DA	
FEDERAL AID PROGRESS PAYMENT	Control Section	CM 61075
	Job Number	110783A; 110783C
	Federal Project	CM 1461(005); CM 1361(001)
	Federal Item	HH 9277; RR 8280
	Contract	14-5014

THIS CONTRACT is made and entered into this date of ___________________, 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:

> Reconstruction work on portions of the ramp connecting Highway M-46 (Apple Avenue) to northbound Highway US-31, including widening work on northbound Highway US-31 to near Marquette Avenue; 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: $971,250; 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 (PE), 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 (CE), 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 -	91.25%
CITY -	8.75%

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	\$852,350	\$697,650	\$154,700	\$141,150	\$13,550
PE	\$118,900	\$95,100	\$23,800	\$21,700	\$2,100
TOTAL	\$971,250	\$792,750	\$178,500	\$162,850	\$15,650

The PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned 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 monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly 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.

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

CITY OF MUSKEGON	MICHIGAN DEPARTMENT OF TRANSPORTATION
By____________________	By____________________
Title:	Department Director MDOT
By____________________	
Title:	

FORM APPROVED
2/25/2014
P.L.B.
ASSISTANT ATTORNEY GENERAL

REVIEWED
CONTRACT ADMIN

APPROVED BY:
Administrator
for Matt DeLong

2-25-14
Date

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 Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 will 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 ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any 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; treatment; 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 shall, 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 its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall 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 itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State 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, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan 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 Michigan 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 Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

<u>Revised June 2011</u>

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment 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 contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the 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 facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it 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 Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

   a. Withholding payments to the contractor until the contractor complies; and/or

   b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material 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 Department or the USDOT 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 from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

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: 03/11/14

To: Honorable Mayor and City Commission

From: Department of Public Works

RE: Watermain Purchase and Installation

SUMMARY OF REQUEST:

Authorize staff to purchase 8 inch watermain pipe and appurtenances from Michigan Pipe & Valve to install a new 8 inch watermain to the Harris development at 1601 Beach Street. The Developer will pay for all materials and the City of Muskegon Water Department will install the watermain using our in-house workforce and equipment.

FINANCIAL IMPACT:

The estimated cost of materials $ 27,428 (Developer will reimburse).

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approve watermain material purchase from Michigan Pipe & Valve for the estimated amount of $27,428.

	CAPT. JACKS WATERMAIN PROJECT			BID TABULATIONS							
CONTRACTOR				East Jordan Iron Works		Etna Supply		FEI MUSKEGON #942		MICHIGAN PIPE	
ADDRESS				5075 CLYDE PARK SW		529 32ND St. SE		PO Box 536		1931 SNOW ROAD	
CITY/ST/ZIP				WYOMING, MI. 49509		Grand Rapids, MI 49548		Muskegon, Mi. 49443-0536		Lansing, Mi. 48917	
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	WATERMAIN, DI, 8", TR DET G	FT	768	$22.49	$17,272.32	$22.70	$17,433.60	$24.99	$19,192.32	$22.45	$17,241.60
2	WATERMAIN, DI, 6", TR DET G	EA	20	$16.27	$325.40	$16.60	$332.00	$18.08	$361.60	$16.25	$325.00
3	8" X 6" MJ TEE DI	EA	3	$202.50	$607.50	$179.00	$537.00	$225.00	$675.00	$125.00	$375.00
4	EJ 6RW12 MJ VLV OR	EA	2	$449.84	$899.68	$450.00	$900.00	$499.82	$999.64	$455.77	$911.54
5	EJ 8RW12 MJ VLV OR	EA	2	$724.30	$1,448.60	$735.00	$1,470.00	$804.78	$1,609.56	$733.84	$1,467.68
6	8" X 12" SOLID SLEEVE MJ	EA	1	$127.98	$127.98	$113.00	$113.00	$142.20	$142.20	$105.00	$105.00
7	EJ HYD. 5BR250 6'6" MJ-2AD	EA	2		$0.00		$0.00		$0.00		$0.00
8	8" MJ SSB PLUG	EA	2	$95.58	$191.16	$84.00	$168.00	$106.20	$212.40	$55.00	$110.00
9	8" X 45 MJ SSB BEND CL W/O	EA	2	$131.22	$262.44	$116.00	$232.00	$145.80	$291.60	$85.00	$170.00
10	8" X 11-1/4 MJ SSB BEND CL W/	EA	1	$117.45	$117.45	$104.00	$104.00	$130.50	$130.50	$75.00	$75.00
11	8" MJ SSB CAP W/O	EA	1	$70.47	$70.47	$62.00	$62.00	$78.30	$78.30	$50.00	$50.00
12	VLV BOX ASSEMBLY	EA	4	$164.87	$659.48	$160.00	$640.00	$183.19	$732.76	$175.39	$701.56
13	TEE, 8" X 8", DI MJ	EA	2	$241.38	$482.76	$213.00	$426.00	$268.00	$536.00	$150.00	$300.00
14	FIELD LOK GSK, 8"	EA	6	$97.00	$582.00	$115.00	$690.00		$0.00	$80.00	$480.00
15	8" MEGALUGS W/ GASKET KITS	EA	24	$42.00	$1,008.00	$41.00	$984.00		$0.00	$45.00	$1,080.00
16	6" MEGALUGS W/ GASKET KITS	EA	9	$32.00	$288.00	$30.00	$270.00		$0.00	$32.00	$288.00
					$24,343.24		$24,361.60		$24,961.88		$23,680.38
	Fire Hydrants are sole source	EA	2	$1,874.00	$3,748.00	$1,874.00	$3,748.00	$1,874.00	$3,748.00	$1,874.00	$3,748.00
				TOTAL	$28,091.24		$28,109.60		$28,709.88		$27,428.38

Commission Meeting Date: March 11, 2014

Date: March 5, 2014

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: Participation Agreement for Nims Neighborhood Playground

SUMMARY OF REQUEST: Staff has been working with Nims Neighborhood ("Neighborhood") and Muskegon Public Schools ("MPS") to designate a parcel of property on the former Nims School site for a playground for the neighborhood. When the school closed a few years, ago, the play equipment was removed. There are no other playgrounds in close proximity to much of the neighborhood. Therefore, MPS has agreed to donate a parcel of property to the City of Muskegon ("City"), who will then enter into an agreement with the Neighborhood to construct and maintain a playground on the property. At this time, it is not absolutely certain where the playground will be located on the property. Therefore, the attached "Participation Agreement" has been prepared (and approved and signed by MPS), which will allow the Neighborhood to have an assurance of property control for the future playground (needed for grant applications).

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached "Participation Agreement" and authorize the Vice-Mayor's signature.

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT ("Agreement") is made by and between the CITY OF MUSKEGON, a municipal corporation, located at 933 Terrace Street, Muskegon, Michigan 49443-0536 ("City"), MUSKEGON PUBLIC SCHOOLS, a public body corporate, located at 349 W. Webster Avenue, Muskegon, Michigan 49441 ("School"), and NIMS NEIGHBORHOOD ASSOCIATION, an unincorporated association, located at ____________, Muskegon, Michigan ("Nims") to be effective the ____ day of____________, 2014.

Recitals

WHEREAS, School owns a now closed elementary school, with adjacent property, at 1161 W. Southern, Muskegon, Michigan;

WHEREAS, Nims desires to construct and maintain a playground on the school property;

WHEREAS, School is interested in donating a portion of the school property to the City for the purpose of leasing it to Nims for a community playground;

WHEREAS, City is willing to accept the proposed donation so long as Nims is in a position to lease the proposed site for a playground; and

WHEREAS, Nims is applying for grants and donations for the purpose of constructing and maintaining a playground on property to be donated by the School to the City and leased by the City to Nims.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. <u>Donation of School Property</u>. Subject to conditions, School and City are willing to enter into a mutually acceptable Donation Agreement. The terms and conditions of the Donation Agreement, including the size and location of the parcel to be donated, from the School to the City needs to be negotiated.

2. <u>Development Agreement</u>. Subject to conditions, Nims and City are willing to enter into a mutually agreeable Development Agreement for the development of a community playground upon land to be donated by the School to the City. The terms and conditions of the Development Agreement, including the size and location of the parcel to be donated, from the School to the City needs to be negotiated.

3. <u>Ground Lease and Option to Purchase.</u> Subject to conditions, Nims and City are willing to enter into a mutually agreeable Ground Lease and Option to Purchase for the parcel of land donated by the School to the City. The terms and conditions of the Ground Lease and

Option Agreement, including the size and location of the parcel to be donated, from the School to the City needs to be negotiated.

4. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which shall be deemed one agreement.

IN WITNESS WHEREOF, this Agreement has been executed to be effective on the ______ day of ____________, ______.

CITY OF MUSKEGON

By________________________________

Its________________________________

MUSKEGON PUBLIC SCHOOLS

By Jon Felske

Its Superintendent

NIMS NEIGHBORHOOD ASSOCIATION

By________________________________

Its________________________________

Commission Meeting Date: March 11, 2014

Date: March 5, 2014

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: PILOT Request (Nelson Place) - Ordinance Amendment, Second Reading

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SUMMARY OF REQUEST: Joe Hollander of Hollander Development Corporation (a partner in Nelson Place Limited Dividend Housing Association Limited Partnership), is seeking new financing for Nelson Place. There is currently a Payment in Lieu of Taxes (PILOT) for Nelson Place which was executed on March 26, 1996. Mr. Hollander intends to refinance the existing high interest loan from MSHDA with a lower interest rate loan from another lender. However, the exiting PILOT Ordinance for Nelson Place terminates the exemption upon refinancing. Therefore, an amendment to the current Ordinance is being requested to allow for the continuation of the PILOT after refinancing. Mr. Hollander intends to continue with the present rent restrictions and income limits (with no dislocation of existing tenants… see attached letter from Mr. Hollander). There will be no significant change to the existing PILOT (length of Contract, PILOT payment). In addition, Nelson Neighborhood Improvement Association will be paid back for a portion of their initial investment in the property. The Commission will review and vote on the Ordinance Amendment at the March 10, 2014 Work Session. It is likely that a second reading will be necessary on March 11, 2014.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: If the City Commission agrees that the continuation of the PILOT is necessary for this property, staff recommends that the attached Ordinance amendment be approved and the Clerk be authorized to sign the necessary documents.

HOLLANDER DEVELOPMENT CORPORATION

RECEIVED

JAN 0 6 2014

MUSKEGON
CITY MANAGER'S OFFICE

January 3, 2014

Hon. Stephen Gawron, Mayor
and City Council Members
City of Muskegon
933 Terrace Street
Muskegon, Michigan 49440

RE: Nelson Place Senior Apartments
350 Houston

Dear Mayor Gawron and Council Members:

We are writing to you on behalf of the owner of Nelson Place Senior Apartments to request amendments to the existing ordinance which establishes a service charge in lieu of taxes for the development ("PILOT). Enactment of the amendments is necessary to permit refinancing of Nelson Place and to fulfill its mission of providing an environment in which its increasingly frail resident population may continue to live independently and with dignity.

Nelson Place was built in 1997 to provide affordable housing for individuals over 55 years of age. The construction project involved the transformation of a highly visible downtown site from a rundown haven for drug addicts and other undesirables to a new modern home for Muskegon's aging population. Located in the City's Historic District, Nelson Place was designed to complement the true historic structures in the District and enhance the attractiveness of the neighborhood for reinvestment.

Nelson Place is considered independent living housing. Nevertheless, the building is fully accessible, is specifically designed and built to accommodate the physical limitations of an aging population and offers a wide variety of amenities not found in other senior housing communities in the Muskegon area. These include wide hallways with handrails on both sides; twice weekly individual garbage pickup from residents; low dam bathtubs; lowered kitchen cabinets; patios and balconies; energy efficient HVAC units. There is also an ice cream parlor, theater, library, fitness room, beauty salon/barber shop, community store and crafts room. There is also a large community room with attached kitchen.

The average age of Nelson Place residents is approaching 80. Many have lived at the community since it first opened. With aging, a number of the residents have become

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frail and in need of an increasing level of services to permit them to continue to live independently. Nelson Place is financed with low income housing tax credits but receives no direct federal or state subsidy. Funds are not available to increase the level of services to the residents. However, we try to do the best we can with the resources available to us.

For example, Nelson Place is a designated meals on wheels site where residents can eat together in a common dining area. Nelson Place operates its own wheelchair accessible shuttle van at no cost to residents. The van provides scheduled transportation to medical appointments, grocery shopping and recreational trips. Representatives of resources available within the Muskegon community such as...visit their clients at Nelson Place regularly.

At present, Nelson Place is financed with a high interest loan from MSHDA. It is now able to refinance that loan at a lower interest rate with lenders such as Fannie Mae or Freddie Mac. However, the existing PILOT ordinance for Nelson Place terminates the exemption upon refinancing. It is necessary to amend the ordinance to allow the PILOT to continue after refinancing for a period at least equal to the term of the new loan. We also request that the service charge remain at 4% (or lower if the alternative mentioned below is adopted).

Proceeds of the refinancing will be used almost exclusively to pay off the MSHDA loan and cover loan costs. Any surplus will be used to fund reserves and make a few immediate repairs. Nelson Place is presently in very good condition. The owner will be contributing additional funds to add several improvements.

We want to emphasize that the present rent restriction and income limits will remain. There will be no dislocation of residents resulting from the refinancing.

The legal owner of Nelson Place was formed as a Michigan limited partnership (Nelson Place Limited Dividend Housing Association Limited Partnership). The general partners are Hollander Development Corporation (HDC) and Nelson Place Development Corporation, a subsidiary of the local nonprofit organization, Nelson Place Neighborhood Improvement Association (NNIA). Prior to refinancing, the interest of Nelson Place Development Corporation will be purchased by HDC. NNIA will receive a substantial amount from this transaction, which, presumably, will enable it to expand the services it presently performs in the community. The interest of the existing limited partners will also be redeemed.

We have included information regarding an alternative PILOT which finds no similarity with the other City Ordinances dealing with PILOTS. It is an alternative which the Cities of Holland and E. Lansing have chosen to use in connection with the refinancings of formerly MSHDA-financed projects. It essentially provides a PILOT at a lower rate but reimburses the City directly for the costs of emergency services which communities like Nelson Place often demand. We offer it for purposes of discussion in the event the City would like to increase the amount of the service charge which it receives while retaining the total amount paid by Nelson Place at approximately the same level.

We respectfully request that the City Council act on our request at its earliest convenience.

Thank you.

Yours very truly,

Joseph H. Hollander

cc./enc. City Manager Peterson
Vice Mayor Spataro

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. ____

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 82, Article II of the Code of Ordinances of the City of Muskegon, Michigan, Section 82-52 are amended to read as follows:

Sec. 82-52. Term of exemption.

Except as provided in (5) or (6) below, the exemption term shall begin on the tax day of the year in which a final certificate of compliance or occupancy is issued by the city, therefore affecting the taxes due in the following year, and shall terminate on the happening of any of the following:

(1) Refinancing of the authority-aided, or authority or HUD mortgage loan, except to convert from a construction to an end loan.

(2) Any violation or default under Muskegon City Code Section 82-55.

(3) The day falling 25 years after the effective date of the contract for the exemption required by this division, or the period determined by the contract, whichever is shorter.

(4) For exemptions applicable to projects aimed at redeveloping existing multi-family residential housing projects, which receive Michigan State Housing Development Authority approval between October 1, 2002 and December 1, 2002, the day falling 35 years after the effective date of the contract for the exemption required by this division, or the period determined by the contract, whichever is shorter.

(5) For projects which satisfy the criteria of section 82-50(4) of this Ordinance, the tax exemption shall begin upon acquisition of the Project by the sponsor and shall extend until the final maturity of the Authority-aided or federally-aided mortgage, whichever is longer, but not to exceed 40 years from the closing. If the criteria of Sections 82-50(4) are not met within two years of the date of the contract between the City and the sponsor, the tax exemption and PILOT shall terminate at the end of the two year period and the sponsor shall be responsible for any other remedies agreed to between the City and sponsor.

(6) For projects which originally were financed through a Michigan State Housing Development Authority financed or aided mortgage and low income housing tax credits and for which the Michigan State Housing Development Authority financed or aided mortgage is to be paid off between February 6, 2014 and December 30, 2014 but the restrictions applicable to low income housing tax credits remains in place, the tax exemption shall begin upon acquisition of the Project by the sponsor and shall extend until the date specified in the Contract for Housing Exemption, but not to exceed 40 years from the closing.

2. This Ordinance is to become effective ten (10) days after adoption.

Ayes:

Nays:

First Reading:

Second Reading:

CERTIFICATE

The undersigned, being the duly qualified Clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the ____ day of ______________, 2014, at which meeting a quorum was present and remained throughout, and 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.

Date:____________________, 2014

____
Ann Marie Cummings, MMC
City Clerk

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

TO: ALL PERSONS INTERESTED

Please take notice that on ________________, 2014, the City Commission of the City of Muskegon amended Chapter 82, Article II of the Muskegon City Code, summarized as follows:

1. Section 82-52 is amended to provide that if a Housing Project was eligible for tax exemption and the MSHDA aided or financed mortgage is paid off but the Project is still subject to restrictions imposed due to the use of low income housing tax credits, then the term of the exemption shall begin upon acquisition of the Project by the sponsor and shall extend as provided in the Contract for Housing Exemption, but not to exceed 40 years from the closing.

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

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

Published: ________________, 2014

CITY OF MUSKEGON

By______________________
Ann Marie Cummings, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

Commission Meeting Date: March 11, 2014

Date: March 5, 2014

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: PILOT Request (Nelson Place)- Contract Amendment

SUMMARY OF REQUEST: The PILOT Contract between Nelson Place Limited Dividend Housing Association Limited Partnership ("Nelson Place") and the City of Muskegon ("City") was executed on March 26, 1996. Nelson Place is in the process of refinancing their mortgage. To do so, they must have the Contract amended. The length of the PILOT, as well as the PILOT payment, remain the same.

FINANCIAL IMPACT: The terms remain the same.

BUDGET ACTION REQUIRED: None.

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

CITY OF MUSKEGON

FIRST AMENDMENT TO CONTRACT FOR HOUSING EXEMPTION

This agreement between **Nelson Place Limited Dividend Housing Association Limited Partnership** ("Developer") and **City of Muskegon**, 933 Terrace, Muskegon, Michigan ("City") has entered into pursuant to the following terms:

Recitals

A. Developer and City executed a contract for housing exemption dated March 26, 1996.

B. Developer has decided to refinance Nelson Place. The existing MSHDA loan and mortgage will be paid off, but the existing low income housing tax credits limitations will remain in place.

C. In order to insure viable continued operation of the low income elderly housing project, and to assist development in this area, City and Developer recognize that an amendment to the original contract is necessary.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Paragraph 3.1 of the Contract for Housing Exemption shall be revised to read as follows:

> 3.1 Payment in lieu of taxes shall be required of this Project in the amount of four (4) percent of the total of the contract rents which are charged all living units, (whether occupied or not), located in that portion of the project which would be exempt. The required payment shall constitute a lien on the property, enforceable in the same manner as general property taxes. The required payment shall not exceed the taxes that would be paid but for the Act.

2. Paragraph 4 of the Contract for Housing Exemption shall be revised to read as follows:

4. Term. The exemption may be terminated by City upon the occurrence of the first of the following events:

a. December 30, 2029;

b. The Sponsor fails to qualify pursuant to Section 15a of the Act;

c. Nelson Place is no longer utilized as a low income elderly housing project;

d. Any material violation or default under Section 82-55 of the City of Muskegon Ordinances if not cured within 90 days after written notice to the Sponsor and the Authority;

e. Upon the sale or refinancing of the Project, excluding any refinancing completed between February 6, 2014 and December 30, 2014;

f. Upon the later of the discharge of the Mortgage Loan or the termination of the Authority's interest in the housing development, excluding any refinancing completed between February 6, 2014 and December 30, 2014.

The parties further acknowledge and agree that the payment in full of the existing promissory note and mortgage involving the Michigan State Housing Development Authority does not trigger a default of the Contract for Housing Exemption or this First Amendment to the Contract for Housing Exemption.

3. Exhibit B shall be replaced with the attached Exhibit B, which is the current City of Muskegon Ordinance relating to tax exempt housing projects.

4. As to all other respects, the Contract for Housing Exemption shall continue in force as if restated herein.

The remainder of this page is intentionally left blank.

5. This First Amendment to the Contract for Housing Exemption shall become effective only upon refinancing between February 6, 2014 and December 30, 2014. If such refinancing does not occur in that time period, the First Amendment to the Contract for Housing Exemption shall be null and void and the Contract for Housing Exemption shall continue in force as originally executed.

CITY OF MUSKEGON

By______________________________
Stephen Gawron
Its Mayor

Dated: __________, 2014

And______________________________
Ann Marie Cummings
Its Clerk

Nelson Place Limited Dividend Housing Association Limited Partnership

Dated: __________, 2014

By______________________________

Its_____________

EXHIBIT
B

ARTICLE II. AD VALOREM PROPERTY TAXATION*

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*State law reference(s)--General Property Tax Act, MCL 211.1 et seq.

DIVISION 1. GENERALLY

Secs. 82-31--82-45. Reserved.

DIVISION 2. RESIDENTIAL HOUSING PROJECTS AND PAYMENTS IN LIEU OF TAXES*

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*State law reference(s)--Housing project tax exemption and service charges, MCL 125.1415a.

Sec. 82-46. Definitions.

The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authority means the state housing development authority.

Contract rents means all rents in the housing project expected either directly from a tenant or by subsidy, vendor payments or paid by a government or other assisting entity on behalf of a tenant to the owner or owner's designee or agent of a housing project. Contract rents include the rental amounts to be currently charged for units in the housing project, whether a unit is vacant or not, and whether or not the rent is actually paid. Contract rents also include the rentals to be paid for additional facilities by tenants, such as carports or garages, and further include miscellaneous income, such as income from vending machines or laundry equipment. The portion of additional facility rents and miscellaneous income to be attributed to contract rents shall be determined by reference to the floor plan of the facility which includes and clearly exhibits the housing project (therefore the exempt portion of the facility), and the portion of contract rents shall be determined by the ratio of the housing project square footage to the entire square footage of the facility. The term "contract rents" does not include charges for utilities.

Elderly persons means persons determined by Authority Guidelines, Rules, and practices to have attained the age and have the status to constitute them as elderly persons.

Housing project means a residential facility consisting of rental units offered to the following persons; it does not mean the portion of any facility which is not so occupied:

(1) Elderly persons as defined in this section.

(2) Low income persons and families as defined by the authority.

HUD means The United States Department of Housing and Urban Development.

Low income persons and families means all low income persons and families included in the definitions found at section 15a(7) of Public Act No. 346 of 1966 (MCL 125.1415a(7)).

Mortgage loan means a loan made by the authority or insured by HUD to the sponsor for the construction and/or permanent financing of a housing project.

Service charge means the same as payment in lieu of taxes.

Sponsor means a developer of a housing project. The term "sponsor" includes an applicant for exemption under this division.

Utilities means public water, public sanitary sewer, gas or electric service. The term "utilities" does not include cable or other television services, telephone or communication utilities or solid waste services.

(Code 1975, § 2-6(c); Ord. No. 2072, 4-9-02; Ord. No. 2303, 2-14-12)

Cross reference(s)--Definitions generally, § 1-2.

Sec. 82-47. General denial of exemption.

The exemption from ad valorem property taxes provided by section 15a of Public Act No. 346 of 1966 (MCL 125.1415a) shall not apply to all or any class of housing projects within the city boundaries except as provided in this division.

(Code 1975, § 2-6(a))

State law reference(s)--Authority to so provide, MCL 125.1415a(5).

Sec. 82-48. Limited exemption stated.

A limited exemption, only if authorized by Public Act No. 346 of 1966 (MCL 125.1401 et seq.), is hereby granted, limited however to the projects described and authorized by this division and further having a signed contract with the city pursuant to this division entered into by the city in its sole discretion. No other residential project, even if authorized by Public Act No. 346 of 1966 (MCL 125.1401 et seq.), shall be entitled to an exemption.

(Code 1975, § 2-6(b))

Sec. 82-49. Ownership entities recognized.

No housing project shall be eligible for an exemption under this division unless it is owned by a nonprofit housing corporation, consumer housing cooperative, or limited dividend housing corporation as described in section 15a of Public Act No. 346 of 1966 (MCL 125.1415a). The exemption shall not be available to mobile home park corporations or mobile home park associations.

(Code 1975, § 2-6(d))

Sec. 82-50. Housing projects eligible.

The following housing projects shall be eligible for the exemption in the city:

(1) Housing projects receiving direct mortgage loans from or insured by HUD or the authority for at least 70 percent of the total construction or rehabilitation costs of the housing project.

(2) Housing projects where at least 70 percent of the total construction or rehabilitation costs of the housing project come from the proceeds of a grant or advance of funds from the authority.

(3) Housing projects in which at least 70 percent of the total construction or rehabilitation costs of the housing project are funded by the net proceeds from an authority-aided mortgage loan, but only where the authority aid consists of the allocation of tax credits from the authority to the applicant for the exemption.

(4) Housing projects which satisfy all of the following criteria: 1) the Project had previously received a project based Section 8 contract which is scheduled to expire within two years, 2) the City determines that the HAP Contract renewal is in the best interest of the City and the residents of Project; 3) the project had previously received tax exemption and a PILOT from the city, 4) within twenty seven months after the contract with the city pursuant to the terms hereof, the project receives a MSHDA financing commitment, a HUD insured financing commitment or a reservation of low income housing tax credits; and 5) renovations commence within 12 months after receipt of a MSHDA financing commitment, a HUD insured financing commitment or a reservation of low income housing tax credits.

(Code 1975, § 2-6(e); Ord. No. 2303, 2-14-12)

Sec. 82-51. Payment in lieu of taxes; amount; standards for determination.

The payments in lieu of taxes to be made by housing projects exempt from ad valorem taxes under this division are hereby established by the city pursuant to section 15a of Public Act No. 346 of 1966 (MCL 125.1415a), without regard to the amounts otherwise set forth in such section of this act. The service charge to be paid in lieu of taxes by any housing project exempt under this division shall be determined as follows:

(1) *Amount.* Except as provided in 82-51(2)(h), the service charge shall be in an amount no less than four percent nor more than 20 percent of the contract rents charged for the total of all units in the (exempt) housing project, whether the units are occupied or not and whether or not the rents are paid. In no event shall the service charge exceed the ad valorem real property taxes which would be paid for the housing project if it were not exempt.

(2) *Standards for determining the amount of the payment in lieu of taxes.* In determining the amount of service charge (not less than the minimum) which will be paid the city for a housing project exempt under this division the following standards shall guide the city. All criteria which apply shall be considered to arrive at the service charge:

a. In the event the housing project or a substantial part thereof is located in a rehabilitated structure, for that portion of the project found in the rehabilitated structure the city shall establish a lower service charge.

b. In the event the housing project is located in an area of the city which is part of a tax increment district and removes taxable property from the tax roll, the city shall establish a higher service charge.

c. The city shall consider the number of exempt units as compared to nonexempt units which are attached or contiguous to the housing project, but which are developed simultaneously with it by the same developer. To the extent that nonexempt units, including units calling for market rents, are included in the development, the city shall consider lowering the rate of the service charge on the exempt units.

d. In the event the housing project is proximate to nonsubsidized and nonexempt housing which is not part of any project for which the developer of the exempt housing project is responsible, the city shall establish a higher service charge.

e. In the event the housing project is eligible for other property tax abatements or reductions of any kind, or municipal benefits not generally available to residential properties, the city shall establish a higher service charge.

f. In the event the housing project results in an increase in the need for public services such as water or sewer extensions, public transportation services, additional snow plowing, police and fire services, or increased school populations, the city shall establish a higher service charge.

g. In the event the city determines that the housing project will result in significantly increased traffic generation or street or highway safety problems, the city shall establish a higher service charge.

h. For a project which meets the criteria of Section 82-50(4) of this Ordinance, the service charge may be continued in the amount the City had previously determined.

(3) *Property or unit becoming ineligible.* In the event any residential unit is found to be occupied by persons who are not eligible to occupy exempt units under this division, the service charge for that unit, prorated, shall equal the general property taxes which would be payable (prorata) for that unit. In the event the city determines that more than 50 percent of the units in the housing project are occupied by such ineligible persons, then the entire housing project shall be immediately liable for a service charge in an amount equal to the ad valorem property taxes which would otherwise be charged by tax bills normally issuing in the year of the city's determination.

(Code 1975, § 2-6(f); Ord. No. 2303, 2-14-12)

State law reference(s)--Service charge authorized, MCL 125.1415a(2).

Sec. 82-52. Term of exemption.

Except as provided in (5) below, the exemption term shall begin on the tax day of the year in which a final certificate of compliance or occupancy is issued by the city, therefore affecting the taxes due in the following year, and shall terminate on the happening of any of the following:

(1) Refinancing of the authority-aided, or authority or HUD mortgage loan, except to convert from a construction to an end loan.

(2) Any violation or default under this division.

(3) The day falling 25 years after the effective date of the contract for the exemption required by this division, or the period determined by the contract, whichever is shorter.

(4) For exemptions applicable to projects aimed at redeveloping existing multi-family residential housing projects, which receive Michigan State Housing Development Authority approval between October 1, 2002 and December 1, 2002, the day falling 35 years after the effective date of the contract for the exemption required by this division, or the period determined by the contract, whichever is shorter.

(5) For projects which satisfy the criteria of section 82-50(4) of this Ordinance, the tax exemption shall begin upon acquisition of the Project by the sponsor and shall extend until the final maturity of the Authority-aided or federally-aided mortgage, whichever is longer, but not to exceed 40 years from the closing. If the criteria of Sections 82-50(4) are not met the tax exemption and PILOT shall terminate as provided in the Contract and the sponsor shall be responsible for any other remedies agreed to between the City and sponsor.

(Code 1975, § 2-6(g); Ord. No. 2092, 10-22-02; Ord. No. 2303, 2-14-12)

Sec. 82-53. Service charge constitutes a lien on property.

The service charge shall constitute a lien on the housing project property and improvements, effective at the same times and enforceable in the same manner as general property taxes.

(Code 1975, § 2-6(h))

Sec. 82-54. Collection of service charge.

The service charge as determined by this division shall be payable in the same manner as general property taxes, except that the annual payment shall be paid on or before July 1 of each year during which the exemption is in effect. The entire tax collection procedure provided by the General Property Tax Act (MCL 211.1 et seq.) shall be effective and utilized with respect to such payment, including, but not limited to, the provisions providing for interest and penalties on late payments, return of delinquent taxes, tax liens, and the sale of lands for delinquent taxes. In the event of a delinquency in the payment in lieu of taxes, the city shall issue a tax bill for the premises and include the required payment as a delinquent tax.

(Code 1975, § 2-6(i))

Sec. 82-55. Requirement to file information; default in payment; violations; loss of exemption.

The sponsor or owner shall file annually with the city treasurer a statement of contract rents to be charged and/or received, the statement to be filed within 30 days after December 31 of each year. Failure to timely file such statement, the filing of an inaccurate statement, any misrepresentation in the amount of rents, or the failure to timely pay any service charge, shall be considered violations of this division and the commission of any one violation shall result in the permanent, immediate loss of the exemption for the current year and thereafter. The city may require that information presented in the statement be certified by an independent auditor.

(Code 1975, § 2-6(j))

Sec. 82-56. Service fees and special assessments.

Except as otherwise provided by law, a housing project otherwise exempt under this section shall not be exempt from special assessments or service fees or charges levied or charged by the city.

(Code 1975, § 2-6(k))

Sec. 82-57. Contract requirement.

Except for housing projects previously determined to be exempt prior to the enactment of this division, each housing project which is exempt under this division must sign an agreement with the city by which the exemption set forth in this division is granted, and further providing for the payment in lieu of taxes, consenting to the provisions of this division and recognizing the conditions whereby exemption may be lost. The city may require any reasonable conditions in such contract, including, but not limited to, such matters as limitations on the years for which the exemption may be continued, requirements for completing the project within a time certain, requirements for completing nonexempt units or facilities and time limits for completion, as well as the number of such units. Each contract shall have a complete and final floor plan attached (subject only to insubstantial amendment by as-built drawings), which shall govern the determination of the payment in lieu of taxes as appropriate under this division. No exemption may be granted unless and until the contract is completed, approved by the city commission and signed.

(Code 1975, § 2-6(l))

Sec. 82-58. Denial of application.

The city is not required by this section to grant an application which may otherwise qualify under this division. The city may deny an application in its sole discretion. In determining whether to deny a project, the city may use, but is not limited to, the following standards. The city would deny a project for exemption if the project applied for:

(1) Constitutes a development which diverts, subverts, alters or is contrary to the master plan of the city;

(2) Fails to contribute to the improvement of neighborhoods in the city;

(3) Concentrates exempt housing in one or more areas of the city;

(4) Adversely affects the property tax base of the city;

(5) Creates significant public burdens, such as traffic, public works or infrastructure, health, safety, school population or service capabilities;

(6) Results in the concentration of low income or elderly housing in a neighborhood or is contrary to the encouragement of economically diverse housing development;

(7) Is sponsored by a developer who fails to demonstrate acceptable financial, managerial or construction capabilities; or

(8) Results in a project or development which is harmful to the health, safety and welfare of the city.

(Code 1975, § 2-6(m))

Sec. 82-59. Effect on existing projects.

Housing projects which have been previously determined and treated as exempt pursuant to Public Act No. 346 of 1966 (MCL 125.1401 et seq.) under previous ordinances of the city shall continue their exempt status, and further shall continue the present payments to the city as presently determined. To the extent their present contracts do not conflict with this division ordinance, this division shall control their exemptions.

(Code 1975, § 2-6(n))

Secs. 82-60--82-80. Reserved.

ARTICLE III. INCOME TAX*

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*State law reference(s)--City Income Tax Act, MCL 141.501 et seq.

Sec. 82-81. Adopted; tax levied.

(a) The city hereby levies and provides for the assessment and collection of an excise tax on income as authorized by law.

(b) The provisions of chapter 2 of Public Act No. 284 of 1964 (MCL 141.601), known as the "Uniform City Income Tax Act," is hereby incorporated, with the exception of sections 60, 61, and 87, in its entirety in this division. The rate of tax authorized by section 11 of such chapter 2 (MCL 141.611), being an annual tax of one percent on corporations and resident individuals and one-half percent on nonresident individuals for general revenue purposes is hereby imposed in accordance with such section.

(c) The provisions of chapter 3 of Public Act No. 284 of 1964, added by Public Act No. 42 of 1969 (MCL 141.701) is hereby incorporated in its entirety in this division. The collection of tax authorized by section 60 of such chapter 3 (MCL

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. ____

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 82, Article II of the Code of Ordinances of the City of Muskegon, Michigan, Section 82-52 are amended to read as follows:

Sec. 82-52. Term of exemption.

Except as provided in (5) or (6) below, the exemption term shall begin on the tax day of the year in which a final certificate of compliance or occupancy is issued by the city, therefore affecting the taxes due in the following year, and shall terminate on the happening of any of the following:

(1) Refinancing of the authority-aided, or authority or HUD mortgage loan, except to convert from a construction to an end loan.

(2) Any violation or default under Muskegon City Code Section 82-55.

(3) The day falling 25 years after the effective date of the contract for the exemption required by this division, or the period determined by the contract, whichever is shorter.

(4) For exemptions applicable to projects aimed at redeveloping existing multi-family residential housing projects, which receive Michigan State Housing Development Authority approval between October 1, 2002 and December 1, 2002, the day falling 35 years after the effective date of the contract for the exemption required by this division, or the period determined by the contract, whichever is shorter.

(5) For projects which satisfy the criteria of section 82-50(4) of this Ordinance, the tax exemption shall begin upon acquisition of the Project by the sponsor and shall extend until the final maturity of the Authority-aided or federally-aided mortgage, whichever is longer, but not to exceed 40 years from the closing. If the criteria of Sections 82-50(4) are not met within two years of the date of the contract between the City and the sponsor, the tax exemption and PILOT shall terminate at the end of the two year period and the sponsor shall be responsible for any other remedies agreed to between the City and sponsor.

(6) For projects which originally were financed through a Michigan State Housing Development Authority financed or aided mortgage and low income housing tax credits and for which the Michigan State Housing Development Authority financed or aided mortgage is to be paid off between February 6, 2014 and December 30, 2014 but the restrictions applicable to low income housing tax credits remains in place, the tax exemption shall begin upon acquisition of the Project by the sponsor and shall extend until the date specified in the Contract for Housing Exemption, but not to exceed 40 years from the closing.

2. This Ordinance is to become effective ten (10) days after adoption.

Ayes:

Nays:

First Reading:

Second Reading:

CERTIFICATE

The undersigned, being the duly qualified Clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the ____ day of ______________, 2014, at which meeting a quorum was present and remained throughout, and 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.

Date:______________________, 2014

____
Ann Marie Cummings, MMC
City Clerk

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

TO: ALL PERSONS INTERESTED

Please take notice that on ________________, 2014, the City Commission of the City of Muskegon amended Chapter 82, Article II of the Muskegon City Code, summarized as follows:

1. Section 82-52 is amended to provide that if a Housing Project was eligible for tax exemption and the MSHDA aided or financed mortgage is paid off but the Project is still subject to restrictions imposed due to the use of low income housing tax credits, then the term of the exemption shall begin upon acquisition of the Project by the sponsor and shall extend as provided in the Contract for Housing Exemption, but not to exceed 40 years from the closing.

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

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

Published: ________________, 2014

CITY OF MUSKEGON

By________________________
Ann Marie Cummings, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

Date: **March 11, 2014**

To: **Honorable Mayor and City Commissioners**

From: **City Clerk's Office**

RE: **Resolution to Place an Emergency Moratorium on the Establishment of Medical Marijuana Facilities**

SUMMARY OF REQUEST: To adopt the attached resolution placing an emergency moratorium on the establishment of medical marijuana facilities for the next 120 days allowing staff to update the current ordinance based on recent court rulings.

FINANCIAL IMPACT: None.

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

Resolution No. ______

Muskegon City Commission
RESOLUTION TO PLACE AN EMERGENCY MORATORIUM ON THE ESTABLISHMENT OF MEDICAL MARIJUANA FACILITIES

WHEREAS, the electorate has adopted the Michigan Medical Marijuana Act of 2008 to allow and regulate the medical use of marijuana;

WHEREAS, the courts have made several rulings since the act has been adopted making the City of Muskegon's current Medical Marijuana Ordinance outdated or no longer in compliance with court rulings;

WHEREAS, City Staff is in the process of preparing an updated local ordinance concerning the permitted regulation of medical marijuana facilities and is requesting an extension to ensure the ordinance is written with the latest court rulings taken into consideration;

NOW THEREFORE BE IT RESOLVED, the City Commission declares an emergency moratorium on the establishment of any medical marijuana facilities for the next 120 days and directs staff not to process any requests concerning the medical marijuana facilities and to prepare an appropriate ordinance regulating medical marijuana facilities for consideration by the City Commission.

Signed this 11th day of March 2014.

____
Stephen J. Gawron
Mayor

____
Ann Marie Cummings, MMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on March 11, 2014.

____
Ann Marie Cummings, MMC
City Clerk

Date: March 11, 2014

To: Honorable Mayor and City Commissioners

From: Ann Marie Cummings, City Clerk

RE: Recommendation for Annual Renewal of Liquor Licenses

SUMMARY OF REQUEST: To adopt a resolution recommending non-renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinances for the City of Muskegon. These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 21, 2014, they will be removed from this resolution, and recommendation for their renewal will be forwarded to the Liquor Control Commission.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the resolution.

RESOLUTION RECOMMENDING STATE WITHHOLD RENEWAL OF LIQUOR LICENSES FOR CODE VIOLATIONS

Resolution No. 2014-

THE CITY COMMISSION OF THE CITY OF MUSKEGON DO RESOLVE, that whereas, the attached business establishments in the City of Muskegon have liquor licenses and are found to be in violation of Article V, Section 50-146 and 50-147 of the Code of Ordinances of the City of Muskegon.

AND WHEREAS, a hearing was held on March 11, 2014, before the City Commission to allow such licensees an opportunity to refute the determination of the City Commission that such establishments are in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission; and

WHEREAS, an affidavit of mailing of Notices of Hearing and Notification of Non-Compliance to City Standards to the licensees has been filed;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Muskegon hereby recommends that these liquor licenses <u>not</u> be approved for renewal, and a copy of this Resolution be sent to the State Liquor Control Commission. If any of these establishments come into compliance before March 21, 2014, they will be removed from this Resolution.

Approved and adopted this 11th day of March, 2014.

AYES:

NAYS:

By:________________________________

Ann Marie Cummings, MMC
City Clerk

Name	Address	Treas./Inc. Tax	Clerk	Public Safety
Chaity Lodge #1397	149 Ottawa		X	X
Club Envy	441 W. Western		X	
Dockers Fish House & Lounge	3505 Marina View Pt.		X	
Dreamer's	978 Pine	X	X	
Express Lane	1992 S. Getty		X	
Express Lane	812 W. Laketon		X	
Fricano's	1050 W. Western		X	
Holiday Inn	939 Third		X	
Lakeshore Tavern	1963 Lakeshore	X		
Los Amigos, Inc.	1848 E. Sherman Blvd., Suite M		X	
The Old Clover Bar	817 Forest	X		
Watermark 920	920 Washington	X		

X - Not in Compliance

CERTIFICATION
2014-

This resolution was adopted at a regular meeting of the City Commission, held on March 11, 2014. 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 Marie Cummings, MMC
City Clerk

2014 Active Liquor Licenses

Applebee's Neighborhood Grill & Bar	1825 E. Sherman	Muskegon, MI 49444
Bayside Centre	3006 Lakeshore	Muskegon, MI 49441
Chaity Lodge #1397	149 Ottawa	Muskegon, MI 49442
Clay Avenue Cellars	611 W. Clay	Muskegon, MI 49440
Club Envy	435 & 441 W. Western	Muskegon, MI 49440
Community Market	1149 Wood	Muskegon, MI 49442
Curry Kitchen, Inc.	1141 Third	Muskegon, MI 49441
DJ's Pub	2064 Henry	Muskegon, MI 49441
Dockers Fish House & Lounge	3505 Marina View Pt.	Muskegon, MI 49441
Dollar General	1367 E. Apple	Muskegon, MI 49442
Dollar General	2160 Henry	Muskegon, MI 49441
Dollar General	381 E. Laketon	Muskegon, MI 49442
Downtown Market	45 E. Muskegon	Muskegon, MI 49440
Dreamer's	978 Pine	Muskegon, MI 49442
Encore American Sports Bar & Grill	2536 Henry	Muskegon, MI 49441
Express Lane	812 W. Laketon	Muskegon, MI 49441
Express Lane	1992 S. Getty	Muskegon, MI 49442
Fricano's Muskegon Lake	1050 W. Western, Suite 200	Muskegon, MI 49441
Frontier Liquor Shoppe	631 W. Southern	Muskegon, MI 49441
Ghezzi's Market	2017 Lakeshore	Muskegon, MI 49441
Hennessy's Irish Pub	885 Jefferson	Muskegon, MI 49440
Holiday Inn	939 Third	Muskegon, MI 49440
K.B.'s Market	1431 Getty	Muskegon, MI 49442
L & G Family Market	1813 Getty	Muskegon, MI 49442
L.C. Walker Arena & Conference Center	470 W. Western	Muskegon, MI 49440
Lake Express	1918 Lakeshore	Muskegon, MI 49441
Lake House Waterfront Grille	730 Terrace Point	Muskegon, MI 49441
Lakeshore Tavern	1963 Lakeshore	Muskegon, MI 49441
Lakeside Club, Incorporated	1777 Lakeshore	Muskegon, MI 49441
Laketon Marathon	1121 E. Laketon	Muskegon, MI 49442
Latitudes Market	3200 Lakeshore	Muskegon, MI 49441
Linne Lodge #57	3132 Lakeshore	Muskegon, MI 49441
Los Amigos, Inc.	1848 E. Sherman Blvd., Suite M	Muskegon, MI 49444
Marine Tap & Grill	1983 Lakeshore	Muskegon, MI 49441
Mike's Inn	555 W. Western	Muskegon, MI 49440
Muskegon Aerie #668, Eagles	611 - 625 W. Western	Muskegon, MI 49440
Muskegon Country Club	2801 Lakeshore	Muskegon, MI 49441
Muskegon Family Foods	1157 Third	Muskegon, MI 49441
Muskegon Liquors	860 W. Sherman	Muskegon, MI 49441
Muskegon Recreation Club	1763 Lakeshore	Muskegon, MI 49441
Muskegon Yacht Club	3198 Edgewater	Muskegon, MI 49441
Pat's Roadhouse	157 S. Getty	Muskegon, MI 49442
Pizza Hut	1480 Apple	Muskegon, MI 49442
Pizza Hut	2590 Henry	Muskegon, MI 49441
Polish Falcons Lodge-276	1014 W. Hackley	Muskegon, MI 49441
Polish Roman Catholic Union of America	1890 Henry	Muskegon, MI 49441
Pop-A-Top Tavern	2185 Henry	Muskegon, MI 49441
Port City Cruise Line	560 Mart	Muskegon, MI 49440
Porthole Bar	1300 W. Sherman	Muskegon, MI 49441

Racquets	446 W. Western	Muskegon, MI 49440
Sam's Drink-All	1500 Getty	Muskegon, MI 49442
Shiva Mart	2021 Marquette	Muskegon, MI 49442
Shoreline Inn	750 Terrace Point	Muskegon, MI 49440
Skeetown Tavern	1308 W. Sherman	Muskegon, MI 49441
Someplace Else III/Glenside Pub	1508 W. Sherman	Muskegon, MI 49441
Sunny Mart	1301 E. Apple	Muskegon, MI 49442
Sunny Mart	1100 Hackley	Muskegon, MI 49441
Superstop Food Store	2390 Sherman	Muskegon, MI 49441
The Cheese Lady	808 Terrace	Muskegon, MI 49440
The Culinary Institute of Michigan	336 W. Clay	Muskegon, MI 49440
The Frauenthal Center	413 - 415 W. Western	Muskegon, MI 49440
The Old Clover Bar	817 Forest	Muskegon, MI 49442
The Sand Bar	1031 W. Laketon	Muskegon, MI 49441
Tipsy Toad	609 W. Western	Muskegon, MI 49441
Unruly Brewing Co.	360 W. Western	Muskegon, MI 49440
Veterans of Foreign Wars Post 446	165 S. Getty	Muskegon, MI 49442
Walgreen's #4835	1000 S. Getty	Muskegon, MI 49442
Walgreen's #5315	840 W. Sherman	Muskegon, MI 49441
Watermark 920	920 Washington	Muskegon, MI 49441
Wayne's Deli	746 W. Laketon	Muskegon, MI 49441
Wesco #13	1075 W. Laketon	Muskegon, MI 49441

DATE: 03/11/2014

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: To Forward Case #: EN130182 Back to the Housing Board of Appeals for Oversight of the Rehabilitation of the Property.

SUMMARY OF REQUEST: This is to request that the City Commission consider forwarding case #: EN130182 back to the Housing Board of Appeals to monitor progress and repairs to the structure located at **1780 JARMAN ST,** owner (Linda Jones) and/or representatives have been in contact with SAFEbuilt Building Official/Staff to rehabilitate the home. SAFEbuilt Building Official (Kirk Briggs) reports that Ms. Jones has applied for applicable building permits and submitted a "rough" timeline which will be considered and presented to the HBA upon approval.

Case# & Project Address: # EN130182 - 1780 JARMAN ST

Location and ownership: This structure is located on Jarman St. between E. Laketon and E. Larch Avenues and is owned by Linda Jones.

Staff Correspondence: A dangerous building inspection was conducted on 9/6/2013 by SAFEbuilt. The Notice and Order to Repair was issued on 11/01/2013. On 12/05/2013 no one was present for the HBA meeting. The HBA declared the structure substandard and dangerous. Linda Jones (owner) appeared before the City Commission on January 28th, 2014, asking for reconsideration as it relates to the affected property.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: $ 19,800

Estimated cost to repair: $ 15,275

Staff Recommendation:

To forward case #: EN130182 - 1780 JARMAN ST., back to the HBA for oversight (repairs, rehabilitation and timeline monitoring), and not to approve demolition of the property known as 1780 Jarman St.

Additional Information (History): All mailings are sent by Certified Mail & a copy is also posted to the front of the home.

Timeline: (Permits are highlighted)

1) 10/5/2011 - Linda Jones purchased the property.
2) 2/1/2012 - PB120028 - Tear off & reroof 3/4 of dwelling - Final Inspection 2/20/2012 – Permit Finaled (completed).
3) 6/7/2012 - PB120315 - Reconstruct interior stairway to upper floor; replace bathroom window with smaller; change kitchen window Add: Alter/replace 7 windows – Final Inspection 8/19/2013 – Permit Finaled (completed).
4) 7/12/2012 - PM120234 - Install Furnace & Duct work - Permit expired 2/23/2013.
5) 9/12/2012 - PP120175 - Replumb dwelling; new water piping fixtures - Permit expired 4/22/2013
6) 10/25/2012 - PE120521 - Rewire dwelling; new service; smoke detectors. - Permit expired 4/23/2013.
7) 8/19/2013 - Kirk went out to inspect the property due to no inspections from the permits having been requested. He found a window broken and peaked in. It appeared that the house had been broken into and someone trashed the house and stole everything. He couldn't get in and requested this proceed to the Dangerous Building Process.
8) 8/26/2013 - *SAFEbuilt letter* sent to contact them for an inspection - *card was returned signed by M. Ware.*
9) 8/27/2013 - It appears the owner contacted SAFEbuilt for an inspection. The inspection was scheduled for 9/5/2013.
10) 9/5/2013 - Jim Hoppus inspected for plumbing & mechanical "this house is at rough-in stage for Plumbing and Mechanical"
11) 9/5/2013 - Ken Murar inspected - Not Complied
12) 10/30/2013 - Hope checked with Kirk to see if he wanted to proceed to the Notice & Order & he said yes, then a timeframe could be discussed at the HBA level.
13) 11/1/2013 - *Notice & Order* sent out - *letter returned unclaimed*.
14) 11/19/2013 - *HBA Hearing Notice* went out - *card returned signed by M. Ware*
15) 11/19/2013 - PP130265 - Install water heater - expires 5/18/2014.
16) After the hearing notice for HBA went out; the owner called Hope (left voice mail) stating she had just started a new job and couldn't get the time off. Hope returned her call and left her a voice mail recommending someone attend in her place or to possibly submit a letter explaining this and ask the HBA members to table this for 30 days. No further contact & no letter received.
17) 12/5/2013 - HBA hearing was held. No one showed up for this case. Hope let the members know about the voice mails and the members decided to proceed with the case & concurred.
18) 12/10/2013 - *HBA Determination sent - card returned signed by Linda Jones*.
19) 1/15/2014 - *CC Hearing Notice sent - Card returned signed by Autumn Ware*.
20) 1/28/2014 - CC Meeting held - Tabled until March 11, 2014
21) 1/31/2014 - Linda Jones left voice mail stating that she had to call in with a timeline and that she will put siding up next so people won't have to look at her home. Staff thought that the timeline for the case was what the Commission asked for.
22) 2/18/2014 - *CC Determination (tabled) letter - Card returned signed by Autumn Ware*
23) 2/18/2014 - *CC Meeting Notice - Card returned signed by Autumn Ware*

Note: If you disagree with the decision of the City Commission, you have the right to file a petition for superintending control in the Circuit Court for the County of Muskegon within 21 days after the City Commission concurs.

09/06/2013

JONES LINDA
1676 PINE ST
MUSKEGON, MI 49442

RE: 1780 JARMAN ST

DANGEROUS BUILDING INTERIOR INSPECTION

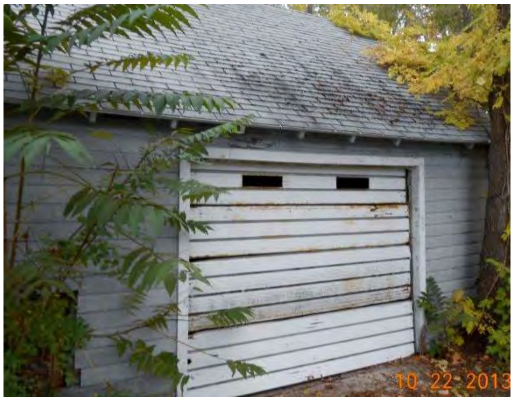
The SAFEbuilt Building Dept. conducted an interior inspection at 1780 JARMAN ST to determine what was needed to bring the building up to code and be able to issue a certificate of occupancy.

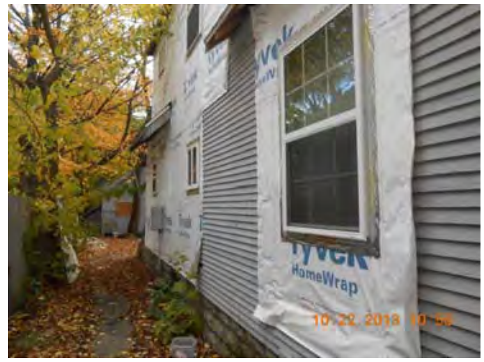
Below are the inspection results:

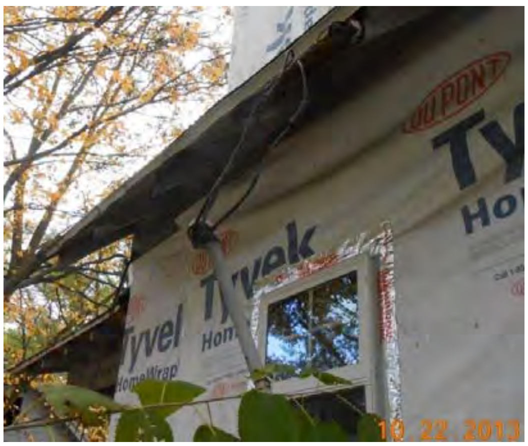
- Needs to fix the framing problems
- Needs insulation
- Needs drywall
- Needs paint
- Needs interior doors
- Must fix the back steps
- Must fix the basement stairs
- Must install siding
- Needs to install soffit on the eaves
- House to be wired to code
- Smoke alarms to be installed to code
- Electric service to be replaced to code
- House is at Plumbing & Mechanical rough stage

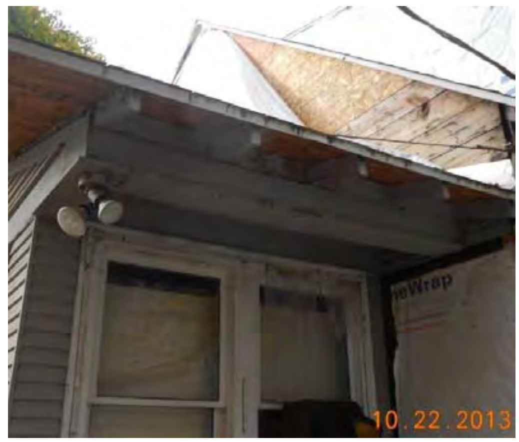
This house has been broken into several times and materials and tools have been stolen. The owners need to come up with a detailed plan with a time frame to finish the house.

Kirk Briggs
Building Official
SAFEbuilt/City of Muskegon


10.22.2013


HomeWrap


DUPONT
Tyvek
HomeWrap
10.22.2013


10.22.2013

Commission Meeting Date: March 11, 2014

Date: March 4, 2014

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Sale of City-owned home at 218 Catherine

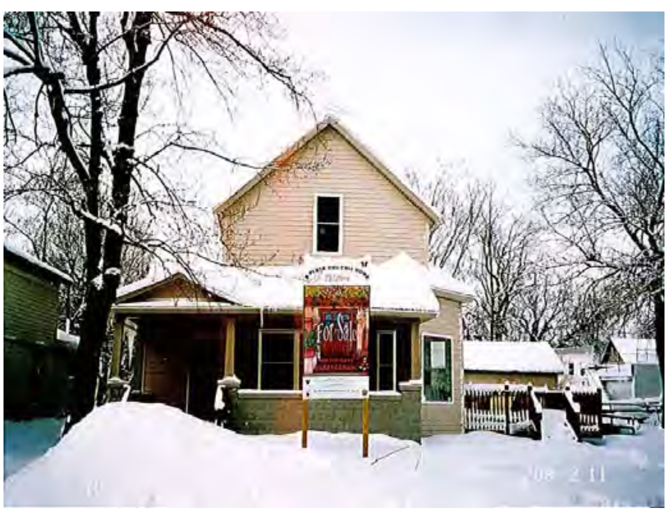
SUMMARY OF REQUEST: To approve the attached resolution and instruct the Community and Neighborhood Services department to complete the sales transaction between Brooks Jr. and Quentina Dawson for the totally rehabilitated home at 218 Catherine, which is part of the City's HOME Infill Program through the U. S. Department of Housing and Urban Development. Mr. and Mrs. Dawson's purchase price is $49,900.

FINANCIAL IMPACT: The proceeds from the sale will be used to continue the rehabilitation of vacant houses through the HOME program to sustain our current investments to stabilize and revitalize neighborhoods.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and direct the CNS staff to complete the sale.

COMMITTEE RECOMMENDATION: None.



MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE PURCHASE OF
CURRENTLY CITY-OWNED PROPERTY AT 218 CATHERINE

WHEREAS, the City of Muskegon is dedicated to the redevelopment of its neighborhoods and;

WHEREAS, the City of Muskegon is dedicated to promoting high quality affordable single-family housing in the community and;

WHEREAS, the City of Muskegon is dedicated to promoting homeownership throughout its neighborhoods;

NOW THEREFORE, BE IT RESOLVED that the City Commission hereby approves the sale of 218 Catherine to Brooks Jr. and Quentina Dawson. Mr. and Mrs. Dawson will purchase the house as an owner-occupied structure.

Adopted this 11th day of March, 2014.

Ayes:

Nays:

By ________________________________
Stephen J. Gawron, Mayor

By ________________________________
Ann Marie Cummings, MMC City Clerk

Commission Meeting Date: March 11, 2014

Date: March 4, 2014

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Sale of City-owned home at 553 Octavius

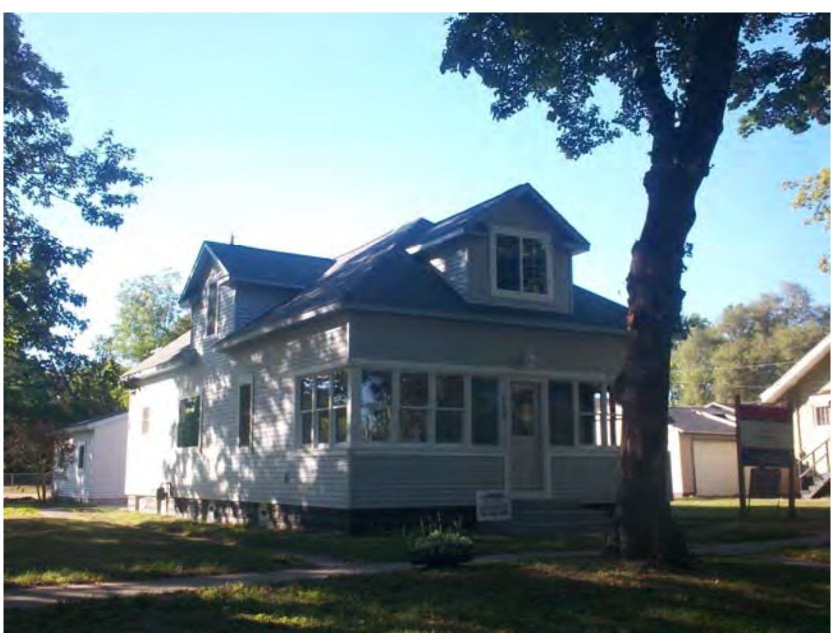
SUMMARY OF REQUEST: To approve the attached resolution and instruct the Community and Neighborhood Services department to complete the sales transaction between Mr. Robert G. Parker for the totally rehabilitated home at 553 Octavius St., which is part of the City's HOME Infill Program through the U. S. Department of Housing and Urban Development. Mr. Parker's purchase price is $63,000.

FINANCIAL IMPACT: The proceeds from the sale will be used to continue the rehabilitation of vacant houses through the HOME program to sustain our current investments to stabilize and revitalize neighborhoods.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and direct the CNS staff to complete the sale.

COMMITTEE RECOMMENDATION: None.



MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE PURCHASE OF
CURRENTLY CITY-OWNED PROPERTY AT 553 OCTAVIUS

WHEREAS, the City of Muskegon is dedicated to the redevelopment of its neighborhoods and;

WHEREAS, the City of Muskegon is dedicated to promoting high quality affordable single-family housing in the community and;

WHEREAS, the City of Muskegon is dedicated to promoting homeownership throughout its neighborhoods;

NOW THEREFORE, BE IT RESOLVED that the City Commission hereby approves the sale of 553 Octavius Street to Robert G. Parker. Mr. Parker will purchase the house as an owner-occupied structure.

Adopted this 11th day of March, 2014.

Ayes:

Nays:

By ________________________________
Stephen J. Gawron, Mayor

By ________________________________
Ann Marie Cummings, MMC City Clerk

Commission Meeting Date: March 11, 2014

Date: March 4, 2014

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Sale of City-owned home at 1733 Manz

SUMMARY OF REQUEST: To approve the attached resolution and instruct the Community and Neighborhood Services department to complete the sales transaction between Aryana Stewart for the newly rehabbed home at 1733 Manz Street, which is part of the City's Neighborhood Stabilization Program (NSP) through the Michigan State Housing Development Authority Office of Community Development. Ms. Stewart's purchase price is $40,000.

FINANCIAL IMPACT: The proceeds from the sale will be used to pay off remaining NSP debt.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and direct the CNS staff to complete the sale.

COMMITTEE RECOMMENDATION: None.

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE PURCHASE OF
CURRENTLY CITY-OWNED PROPERTY AT 1733 MANZ STREET

WHEREAS, the City of Muskegon is dedicated to the redevelopment of its neighborhoods and;

WHEREAS, the City of Muskegon is dedicated to promoting high quality affordable single-family housing in the community and;

WHEREAS, the City of Muskegon is dedicated to promoting homeownership throughout its neighborhoods;

NOW THEREFORE, BE IT RESOLVED that the City Commission hereby approves the sale of 1733 Manz Street to Aryana Stewart. Ms. Stewart will purchase the house as an owner-occupied structure.

Adopted this 11th day of March, 2014.

Ayes:

Nays:

By ________________________________
Stephen J. Gawron, Mayor

By ________________________________
Ann Marie Cummings, MMC City Clerk

Commission Meeting Date: March 11, 2014

Date: March 4, 2014

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: Sidewalk Snow Removal Ordinance Amendment-Revised

SUMMARY OF REQUEST: The City of Muskegon currently has a snow removal ordinance for sidewalks. However, it is not practical to administer. Therefore, an amendment to the Ordinance is recommended to allow for actual enforcement of the Ordinance. The major changes are to require snow to be removed from sidewalks within 24 hours after the cessation of any storm depositing snow on the sidewalk, and to allow for employees other than police officers, authorized by the City Manager, to enforce the provisions of the Ordinance. In addition, since the February 11 Commission meeting, the draft ordinance has been amended to read, "within twenty-four (24) hours after the cessation of any storm depositing snow on the sidewalk abutting the property **or as soon as practical**, clear the snow from the sidewalk". This allows for discretion, depending on the weather conditions.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Ordinance Amendment for "Removal of Snow and Ice from Sidewalks" and authorize the Clerk's signature.

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

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 74, Streets, Sidewalks and Other Public Property, Code of Ordinances of the City of Muskegon is amended as follows:

Sec. 74-7. Removal of Snow and Ice from Sidewalks.

(a) The owner, occupant and/or person in charge of each property located within the City shall, within twenty-four (24) hours after the cessation of any storm depositing snow on the sidewalk abutting the property or as soon as practical, clear the snow from the sidewalk.

(b) Each violation and each day on which a violation occurs and continues shall constitute a separate offense. This Section shall not preclude the City from maintaining any other appropriate action to prevent or remove a violation of this Chapter.

(c) A police officer or other city employee authorized by the City Manager in writing and filed with City Clerk may issue civil infraction tickets to enforce the provisions of this Section.

(d) Any person violating the provisions of this Chapter shall be responsible for a civil infraction and fined accordingly.

This ordinance adopted:

Ayes: ____
Nays: ____

Adoption Date: __________________________
Effective Date: __________________________
First Reading: __________________________
Second Reading: _________________________

CITY OF MUSKEGON

By:______________________________
Ann Marie Cummings, MMC, Its Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the day of , 2014, 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: , 2014

____
Ann Marie Cummings, MMC
Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

TO: ALL PERSONS INTERESTED

Please take notice that on ____________________, 2014, the City Commission of the City of Muskegon adopted an amendment to Chapter 74, Streets, Sidewalks and Other Public Property, whereby Section 74-7 is amended as follows.

1. Section 74-7 requires the owner, occupant, and/or person in charge of each property abutting a sidewalk to remove snow from sidewalks within twenty-four (24) hours after the cessation of any storm depositing or as soon as practicable.

   Section 74-7 indicates that any person violating the provisions of this Section shall be responsible for a civil infraction and fined accordingly.

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

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

CITY OF MUSKEGON

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Ann Cummings, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE