

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 27, 2007

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
- ❑ INTRODUCTIONS/PRESENTATION:
- ❑ CONSENT AGENDA:
 - A. Approval of Minutes. CITY CLERK
 - B. Fireworks Display – Shrine Circus. CITY CLERK
 - C. Amendment to the Zoning Ordinance – Outdoor Seating. PLANNING & ECONOMIC DEVELOPMENT
 - D. Amendment to the Zoning Ordinance – Residential Design Criteria. PLANNING & ECONOMIC DEVELOPMENT
 - E. Amendment to Property Descriptions – Whitaker Electric Sub-zone. PLANNING & ECONOMIC DEVELOPMENT
 - F. Environmental Program Mowing and Trash Clean-up Contract. PLANNING & ECONOMIC DEVELOPMENT
 - G. Environmental Program Terrace Trash Clean-up Contract. PLANNING & ECONOMIC DEVELOPMENT
 - H. Set Public Hearing for Amendment to Brownfield Plan - Hot Rod Harley. PLANNING & ECONOMIC DEVELOPMENT
- ❑ PUBLIC HEARINGS:
 - A. Create a Special Assessment District for Knollwood Court, Beach Street to End. ENGINEERING
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:

❑ **UNFINISHED BUSINESS:**

❑ **NEW BUSINESS:**

A. Request for Technical Assistance for Housing and Urban Development Lead Abatement Grant Submittal. PLANNING & ECONOMIC DEVELOPMENT

B. Acceptance of the 2007 – 2008 Community Development Block Grant/HOME Recommendation from City Administration and Citizen's District Council. COMMUNITY & NEIGHBORHOOD SERVICES

C. Real Estate Services for Seaway Industrial Park. CITY MANAGER

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

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

❑ **ADJOURNMENT:**

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

Date: February 27, 2007
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes for the February 12th Commission Worksession, and the February 13th Regular Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 27, 2007

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, February 27, 2007.

Mayor Warmington opened the meeting with a prayer from Pastor Dr. Nana Kratochvil from the Harbor Unitarian Universalist Congregation after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Stephen Gawron, Commissioner Sue Wierengo, Chris Carter, Kevin Davis, Clara Shepherd, and Lawrence Spataro, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Becker.

2007-18 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes for the February 12th Commission Worksession, and the February 13th Regular Commission meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Fireworks Display – Shrine Circus. CITY CLERK

SUMMARY OF REQUEST: Jordan Productions, Inc., is requesting approval of a fireworks display permit for March 3rd and 4th at the Walker Arena. Fire Marshall Metcalf will inspect the fireworks on the day of the event. The insurance coverage has been approved.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

D. Amendment to the Zoning Ordinance – Residential Design Criteria.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Section 2319 (Residential Design Criteria, #22) of Article XXIII (General Provisions) regarding vegetative ground cover.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance to amend the language regarding vegetative ground cover.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at the February 15th meeting. The vote was unanimous with T. Michalski and B. Smith absent.

E. Amendment to Property Descriptions – Whitaker Electric Sub-zone.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: In 2002 the Whitaker Electric Renaissance Zone was expanded to include what is now Seaway Industrial Park. At that time, a list of property descriptions and a map were submitted to the State of Michigan with the application for approval of the expansion. It was recently discovered that the property descriptions submitted do not match the map of intended properties to be included in the zone. The State has informed us we may amend these property descriptions and resubmit them, since these properties were intended to be included within the renaissance zone.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

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

G. Environmental Program Terrace Trash Clean-up Contract.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The special trash pick-up on city terraces and right-of-ways associated with our Environmental Inspections program is currently being performed by Diversified UG Utilities Inc. and will expire on March 31, 2007. Included in this contract was an option to extend the agreement for one year, expiring on March 29, 2008. The contractor has requested to exercise the one year extension option at the current rates.

FINANCIAL IMPACT: Considering the various increases in costs it is highly likely that a new contract bidding would result in higher pricing to the city.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the one year contract extension with

Diversified UG Utilities Inc. for the special trash pick-ups along city right of ways, as directed by environmental inspections staff.

H. Set Public Hearing for Amendment to Brownfield Plan - Hot Rod Harley.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the resolution setting a public hearing for an amendment for the Brownfield Plan, and notifying taxing jurisdictions of the Brownfield Plan Amendment including the opportunity to express their views and recommendations regarding the proposed amendment at the public hearing. The amendment is for the inclusion of property owned by Muskegon Downtown Believers, LLC, located at 149 Shoreline Drive, in the Brownfield Plan.

FINANCIAL IMPACT: There is no direct financial impact in including the project in the Brownfield Plan, although the redevelopment of the site into a commercial development will eventually add to the tax base in Muskegon.

BUDGET ACTION REQUIRED: None.

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

COMMITTEE RECOMMENDATION: The Brownfield Redevelopment Authority met on February 23, 2007 and approved the Brownfield Plan Amendment and recommends the approval of the Brownfield Plan Amendment to the Muskegon City Commission. In addition, the Brownfield Redevelopment Authority recommends that the Muskegon City Commission set a public hearing on the Plan Amendment for March 27, 2007.

Motion by Vice Mayor Gawron, second by Commissioner Carter to approve the Consent Agenda as presented minus item C and F.

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

Nays: None

MOTION PASSES

2007-19 ITEMS REMOVED FROM THE CONSENT AGENDA:

C. Amendment to the Zoning Ordinance – Outdoor Seating. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Section 2308 (Outdoor Seating) of Article XXIII (General Provisions) regarding outdoor seating for restaurants and similar uses.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning

Ordinance to add the language regarding outdoor seating.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their February 15th meeting. The vote was unanimous with T. Michalski and B. Smith absent.

Motion by Commissioner Spataro, second by Commissioner Carter to approve the amendment of the Zoning Ordinance regarding outdoor seating.

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

Nays: None

MOTION PASSES

F. Environmental Program Mowing and Trash Clean-up Contract.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The contract for mowing of lots and trash clean up of public and private properties is currently held by Freelance Enterprises Inc. and will expire on March 29, 2007. Included in this contract was an option to extend for one year, expiring on March 29, 2008. The contractor has indicated he wishes to exercise the one year extension.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the one year contract extension with Freelance Enterprises for the mowing of lots and trash removal on properties located within the City.

Motion by Commissioner Spataro, second by Commissioner Carter to approve the environmental program mowing and trash clean-up contract.

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

Nays: None

MOTION PASSES

2007-20 PUBLIC HEARINGS:

A. Create a Special Assessment District for Knollwood Court, Beach Street to End. ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the proposed special assessment for the Knollwood Court, Beach Street to End paving project, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project.

Furthermore, please keep in mind that the proposed special assessment district is

a benefit based special assessment since, according to the City's assessor; the benefit received is equal among all thirteen (13) properties abutting the street.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To create the special assessment district and assign two City Commissioners to the Board of Assessors by adopting the resolution.

Public comments were heard from Tom Andrews, Even & Franks, 900 Third, representing Linda Schultz, 2877 Beach. Mr. Andrews who also resides at 2877 Beach spoke against the special assessment for both of them.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to close the Public Hearing and create the special assessment district for Knollwood Court, Beach Street to the end.

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

Nays: Davis

MOTION PASSES

Mayor Warmington appointed Commissioner Davis and himself to the Board of Assessors.

2007-21 NEW BUSINESS:

A. Request for Technical Assistance for Housing and Urban Development Lead Abatement Grant Submittal. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The State, through the Housing and Urban Development Department (HUD), has grant funds available to assist with lead abatement in houses. The grant amounts are up to \$3 million. The actual grant application is very extensive and requires technical assistance. The State has \$10,000 in technical assistance funds available if the City is willing to match that amount. It is necessary to submit a letter to the State requesting the technical assistance.

FINANCIAL IMPACT: The State will pay for \$10,000, to be matched by \$10,000 of local CDBG funds.

BUDGET ACTION REQUIRED: The CDBG budget will need to be amended to reflect this expenditure.

STAFF RECOMMENDATION: To approve the request for technical assistance funds from the State and authorize the Mayor to sign the letter.

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the request for technical assistance for Housing and Urban Development lead abatement grant submittal.

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

Nays: None

MOTION PASSES

B. Acceptance of the 2007 – 2008 Community Development Block Grant/HOME Recommendation from City Administration and Citizen's District Council. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To accept the recommendation of both the Citizen's District Council and the Administration as it relates to the 2007-2008 Community Development Block Grant entitlement and HOME funding. The Commission is also being asked to schedule a Public Hearing for March 13, 2007 to gather comments from the public concerning the entitlement funding.

It is also requested that the Commission make their preliminary recommendations on March 13, 2007 and their final decision regarding the funding on March 27, 2007.

After the Commission has made its final decision, the Community and Neighborhood Services office will continue the Citizen's Participation process until around April 20, 2007. At this time the City will send the required documentation to the US Department of Housing and Urban Development in order to request the 2007-2008 funding, whose fiscal year begins June 1, 2007.

FINANCIAL IMPACT: The 2007-2008 allocations will be based on the Commissions final decisions.

BUDGET ACTION REQUIRED: There is no budget action required at this time.

STAFF RECOMMENDATION: To accept the recommendation and set the Public Hearing.

Motion by Vice Mayor Gawron, second by Commissioner Shepherd to accept the recommendation of the Citizen's District Council and administration for the 2007-2008 CDBG/HOME funding and set the Public Hearing for March 13, 2007.

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

Nays: None

MOTION PASSES

C. Real Estate Services for Seaway Industrial Park. CITY MANAGER

SUMMARY OF REQUEST: To continue the listing of the unsold property in Seaway Industrial Park with C&A Commercial through June 28, 2007 or until the City enters into an agreement with a developer for the property, whichever comes first.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the listing extension and authorize the City Manager to execute the agreement.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the real estate services for Seaway Industrial Park listing extension with C & A Commercial.

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

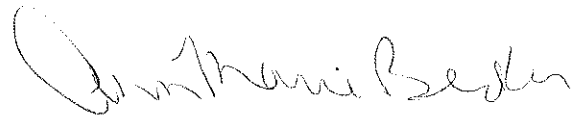
Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Chief Tony Kleibecker, accepted on behalf of Mohammad Al-Shatel, an Award of Excellence from the Michigan Concrete Paving Association for the new round about in downtown Muskegon from Mayor Warmington.

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

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Ann Marie Becker".

Ann Marie Becker, MMC
City Clerk

Date: February 27, 2007
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Fireworks Display – Shrine Circus

SUMMARY OF REQUEST: Jordan Productions, Inc., is requesting approval of a fireworks display permit for March 3rd and 4th at the Walker Arena. Fire Marshall Metcalf will inspect the fireworks on the day of the event. The insurance coverage has been approved.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and payment of fee.

PERMIT
FOR FIREWORKS DISPLAY

Act 358, P.A. 1968

This permit is not transferable. Possession of this permit by the herein named person will authorize him to possess, transport and display fireworks in the amounts, for the purpose, and at the place listed below only.

TYPE OF DISPLAY: ☒ PUBLIC DISPLAY ☐ AGRICULTURAL PEST CONTROL

ISSUED TO: Jordan Productions Inc.

NAME Jody Jordan

ADDRESS 4040 S. Pearl AGE 38
 Las Vegas, NV 89121

REPRESENTING

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION

 Shrine Circus

ADDRESS 4200 Salidin Dr., S.E., Grand Rapids, MI

NUMBER & TYPES OF FIREWORKS:

2 of the following per performance:

Slow Sparkle; Fast Sparkle; Concussion; Aerial Burst

DISPLAY: L. C. Walker Arena

EXACT LOCATION 955 4th Street, Muskegon, MI

CITY, VILLAGE, TOWNSHIP

City of Muskegon

DATE

March 3 & 4, 2007

TIME 4 Shows

As Scheduled

BOND OR INSURANCE FILED:

☒ YES ☐ NO

AMOUNT \$1,000,000

ISSUED BY:

Issued by action of the MUSKEGON CITY COMMISSION

(council, commission, board)

of the CITY

(city, village, township)

of MUSKEGON

(name of city, village, township)

on the 27th day of February, 2007


Stephen J. Warmington, Mayor

(signature & position of council, commission or board representative)

FM-321 (2-88)

APPLICATION
FOR FIREWORKS DISPLAY PERMIT
Act 358, P.A. 1968

DATE OF APPLICATION

1. TYPE OF DISPLAY:



Public Display



Agricultural Pest Control

2. APPLICANT

NAME OF PERSON

Jordan Productions Inc.

ADDRESS

4040 S. Pearl - Las Vegas NV - 89121

AGE: Must be 21 or over

38

IF A CORPORATION: Name of President

Jody Jordan

ADDRESS

4040 S. Pearl - Las Vegas NV - 89121

3. PYROTECHNIC OPERATOR

NAME

Jody Jordan

ADDRESS

As above

AGE: Must be 21 or over

38

EXPERIENCE:

NUMBER OF YEARS

11

NUMBER OF DISPLAYS

WHERE

Various U.S. Cities Annually

NAMES OF ASSISTANTS:

NAME

N/A

ADDRESS

AGE

NAME

ADDRESS

AGE

4. NON-RESIDENT APPLICANT

NAME

ADDRESS

Name of Michigan Attorney or Resident Agent

ADDRESS

TELEPHONE NUMBER

5. EXACT LOCATION OF PROPOSED DISPLAY

DATE

Walker Arena

Floor Area

955 4th St Muskegon, MI 49440

March 3, 2006 + March 4, 2006

TIME

(4 Shows) As Scheduled

6. NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED

Unates Slow Sparkle 2 per performance

Fast Sparkle 2 per performance

Concussion 2 per performance

Aerial burst 2 per performance

MANNER & PLACE OF STORAGE PRIOR TO DISPLAY

Locked Pyro Box

(Subject to Approval of Local Fire Authorities)

7. FINANCIAL RESPONSIBILITY

A. AMOUNT OF BOND OR INSURANCE
(to be set by municipality)

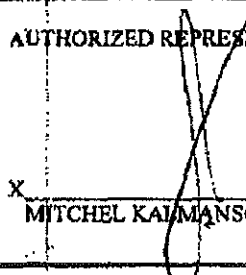
\$

B. BONDING CORPORATION OR INSURANCE COMPANY: NAME

ADDRESS

(See other side for instructions)

CERTIFICATE OF INSURANCE

PRODUCER: LESTER KALMANSON AGENCY, INC. P.O. BOX 940008 MAITLAND, FL 32794-0008 PH: (407) 645-5000 FAX: (407) 645-2810		DATE ISSUED: 01/30/2007 (revised #1) 02/21/2007 COMPANY: 100% CERTAIN UNDERWRITERS AT LLOYD'S / LONDON	
		POLICY NUMBER: NCM207	
NAMED INSURED: JORDAN PRODUCTIONS, INC. DBA: JORDAN WORLD CIRCUS 4040 S. PEARL STREET LAS VEGAS, NEVADA 89121		EFFECTIVE DATE: 04/04/2006	EXPIRATION DATE: 04/04/2007
(BOTH DAYS AT 12:01 A.M. LOCAL STANDARD TIME)			
COVERAGE INFORMATION			
THIS IS TO CERTIFY THAT THE POLICY(S) OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM(S) OR CONDITION(S) OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE(S) MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND/OR CONDITIONS OF SUCH POLICIES. LIMITS OF LIABILITY SHOWN MAY HAVE BEEN REDUCED BY ANY PAID CLAIMS			
TYPE OF INSURANCE: ☒ GENERAL LIABILITY ☒ CLAIMS MADE ☒ OWNERS, LANDLORDS, & TENANTS		LIMITS: GENERAL AGGREGATE: \$2,000,000.00 LIMITED PRODUCTS AGGREGATE \$1,000,000.00 PERSONAL & ADV. INJURY: \$-0- EACH OCCURRENCE: \$1,000,000.00 FIRE DAMAGE (ANY ONE FIRE) \$-0-	
RETRO DATE: 7/01/05			
ADDITIONAL INSURED(S): SALADIN SHRINE CENTER, A.A.O.N.M.S.; THE IMPERIAL COUNCIL, A.A.O.N.M.S., ANIOWA CORPORATION, AND ALL OF THEIR AFFILIATED CORPORATIONS, SHRINERS HOSPITALS FOR CHILDREN, A COLORADO CORP., AND THEIR AFFILIATED CORPORATIONS, ARENA MANAGEMENT GROUP, LLC, CITY AND COUNTY OF MUSKEGON, ALL ELECTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARD, COMMISSIONS AND AUTHORITIES AND VOLUNTEERS THEREOF, WALKER ARENA. (S) ARE HEREBY ADDED AS ADDITIONAL INSURED ONLY AS THEIR INTEREST MAY APPEAR IN RESPECTS TO THE OPERATION(S) PERFORMED BY THE NAMED INSURED AND/OR IT'S EMPLOYEE(S) ONLY			
SEE ATTACHED ADDENDUM "A" FOR DESCRIPTION OF LIABILITY COVERAGE(S) AFFORDED.			
EVENT DATE(S): MARCH 02, 2007 THROUGH MARCH 04, 2007 (4 SHOWS)			
LOCATION: WALKER ARENA MUSKEGON MICHIGAN			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE(S) AFFORDED BY THE POLICY(S) LISTED. "LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"			
SHOULD ANY OF THE ABOVE DESCRIBED POLICY(S) BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION(S) &/OR LIABILITY(S) OF ANY KIND UPON THE COMPANY, IT'S AGENTS &/OR REPRESENTATIVES &/OR KALMANSON ET AL.			
CERTIFICATE HOLDER / ADDITIONAL INSURED: SALADIN SHRINE CENTER, SALADIN SHRINE TRUST AND SALADIN HOLDING CORPORATION, CITY OF MUSKEGON 4200 SALADIN DRIVE S.E. KENTWOOD, MICHIGAN 49546 FAX# 702-451-2822		AUTHORIZED REPRESENTATIVE:  X MITCHEL KALMANSON / PRESIDENT	

MUSKEGON SHRINE CLUB
LARRY RUEGER
227 W BYRON RD
MUSKEGON MI 49441-5527

1195

Date 2-22-07

74-347/724
2896

Pay to the
Order of

City of Muskegon

\$ 100.00

One Hundred and no/100

Dollars



Security features
are included.
Details on back.



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For

Don't Pay

MP

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Commission Meeting Date: February 27, 2007

Date: February 19, 2007
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Amendment to the Zoning Ordinance - Residential Design Criteria

SUMMARY OF REQUEST:

Request to amend Section 2319 (Residential Design Criteria, #22) of Article XXIII (General Provisions) regarding vegetative ground cover.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of the Zoning Ordinance to amend the language regarding vegetative ground cover.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 2/15 meeting. The vote was unanimous with T. Michalski and B. Smith absent.

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

February 15, 2007

Hearing; Case 2007-04: Staff initiated request to amend Section 2319, (Residential Design Criteria, # 22 of Article XXIII, General Provisions, regarding vegetative ground cover

BACKGROUND

There have been complaints recently regarding the use of dune grass as “vegetative ground cover” in a Lakeside development. Although staff has informed the developer that he would need to provide a lawn within one year, staff felt it may be in the best interest of future developments and the City to strengthen the language and made it very clear as to what is required. The new language below is the way in which this section has been applied in the past, but hopefully the clarification of the actual language will help in the future.

NEW LANGUAGE

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

22. Each dwelling unit shall have an **approved** established vegetative ground cover, **native to the immediate area within 600 feet**, no less than 12 months after occupancy. **Approval shall be given by zoning staff of the Planning Department as part of the initial residential site plan review.** A minimum of one shade tree, two and one-half inches (2.5") in diameter, four feet (4') from the ground or one six foot (6') evergreen tree shall be provided. Existing landscaping may be accepted in lieu of this requirement.

DELIBERATION

I move that the amendment to Section 2319, #22, (Residential Design Criteria) of Article XXIII, General Provisions, of the City of Muskegon Zoning Ordinance, be recommended to the City Commission for (approval/denial).

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2216

An ordinance to amend Section 2319 (Residential Design Criteria, #22) of Article XXIII (General Provisions) regarding vegetative ground cover.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 2319 (Residential Design Criteria, #22) of Article XXIII (General Provisions) is amended regarding vegetative ground cover, as follows:

Changes to Section 2319, (#22): General Provisions

22. Each dwelling unit shall have an approved established vegetative ground cover, native to the immediate area within 600 feet, no less than 12 months after occupancy. Approval shall be given by zoning staff of the Planning Department as part of the initial residential site plan review. A minimum of one shade tree, two and one-half inches (2.5") in diameter, four feet (4') from the ground or one six foot (6') evergreen tree shall be provided. Existing landscaping may be accepted in lieu of this requirement.

This ordinance adopted:

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

Nays: None

Adoption Date: February 27, 2007

Effective Date: March 13, 2007

First Reading: February 27, 2007

Second Reading: N/A

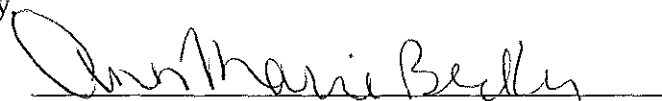
CITY OF MUSKEGON

By: Ann Marie Becker
Ann Marie Becker, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 27th day of February, 2007, 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: February 27, 2007.


Ann Marie Becker, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

Please take notice that on February 27, 2007, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2319 (Residential Design Criteria, #22) of Article XXIII (General Provisions) regarding vegetative ground cover.

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

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

Published March 3, 2007.

CITY OF MUSKEGON

By _____
Ann Marie Becker, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

Commission Meeting Date: February 27, 2007

Date: February 19, 2007
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Amendment to Property Descriptions - Whitaker Electric Sub-zone

SUMMARY OF REQUEST:

In 2002 the Whitaker Electric Renaissance Zone was expanded to include what is now Seaway Industrial Park. At that time, a list of property descriptions and a map were submitted to the State of Michigan with the application for approval of the expansion. It was recently discovered that the property descriptions submitted do not match the map of intended properties to be included in the zone. The State has informed us we may amend these property descriptions and resubmit them, since these properties were intended to be included within the renaissance zone.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

Resolution No. 2007-18(e)

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING AMENDED PROPERTY DESCRIPTION FOR
WHITAKER ELECTRIC RENAISSANCE ZONE**

WHEREAS, the City of Muskegon received approval for the expansion of the Whitaker Electric Renaissance Zone in 2002; and

WHEREAS, the City of Muskegon submitted a list of property descriptions and a map, along with the application to the State of Michigan for approval; and

WHEREAS, the property descriptions submitted have been found to be inaccurate and missing certain parcels of property clearly intended to be included in the renaissance zone; and

WHEREAS, the State of Michigan has requested that the City of Muskegon submit an amended property description in order to correct the application.

NOW THEREFORE BE IT RESOLVED that the Muskegon City Commission does hereby amend the property descriptions for the Whitaker Electric Renaissance Zone to include all properties in Exhibit A.

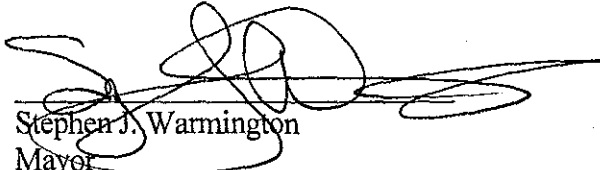
Adopted this 27th day of February 2007.

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

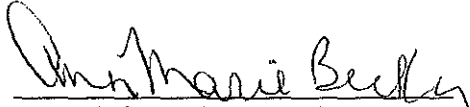
NAYS: None

ABSENT: None

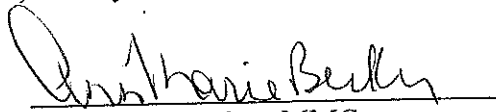
BY:


Stephen J. Warmington
Mayor

ATTEST:


Ann Marie Becker, MMC
City Clerk

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 February 27, 2007.

A handwritten signature in cursive script, appearing to read "Ann Marie Becker", is written over a horizontal line.

Ann Marie Becker, MMC
City Clerk

Exhibit A

Whittaker Electric Renaissance Zone Parcel Descriptions:

The following parcels, being described in their current state as of 2/9/2007, all contained within the City of Muskegon, Muskegon County, Michigan are to be included within the Whitaker Electric Renaissance Zone, as depicted on the map approved by the City of Muskegon County:

Parcel Number 61-24-131-100-0005-00
Currently Owned by: Saint Mary's Cemetery
CITY OF MUSKEGON
SEC 31 T10N R16W
E 1/2 OF NE 1/4 OF NW 1/4

Parcel Number 61-24-131-100-0006-00
Currently Owned by: City of Muskegon
CITY OF MUSKEGON
COM AT THE W 1/4 COR OF SEC 31 T10N R18W
TH S 89D 49M 59S E 1151.89 FT ALG THE S LN OF THE
NW FRL 1/4 OF SD SEC 31 FOR REFERENCE POINT "A"
TH N 00D 15M 48S E 49.50 FT ALG THE W LN OF THE
E 200 FT OF THE W 426.07 FT OF THE SE 1/4 OF SD NW
FRL 1/4 OF SD SEC 31
TH N 00D 15M 48S E 497.00 FT
TH N 89D 49M 59S W 226.07 FT ALG THE N LN OF THE
S 546.50 FT OF SD SE 1/4 OF THE NW FRL 1/4 OF SEC 31
TH N 00D 15M 48S E 431.08 FT ALG THE W LN OF SD
SE 1/4 OF THE NW FRL 1/4 OF SEC 31
TH N 89D 58M 42S E 20.00 FT
TH N 00D 15M 48S E 74.00 FT
TH S 89D 58M 42S W 20 FT
TH N 00D 15M 48S E 232.37 FT ALG SD W LN OF THE
SE 1/4 OF THE NW FRL 1/4 OF SEC 31
TH S 33D 14M 47S E 437.94 FT ALG THE SW R/W LN OF THE RR
TH N 56D 45M 13S E 17 FT ALG SD R/W
TH S 33D 14M 47S E 152.90 FT ALG SD R/W
TH S 33D 25M 49S E 304.51 FT ALG SD R/W
TH N 89D 49M 59S W 184.14 FT ALG SD N LN OF THE
S 546.50 FT OF THE SE 1/4 OF THE NW FRL 1/4 OF SEC 31
TH S 00D 10M 01S W 100.00 FT
TH S 89 49M 59S E 34.00 FT
TH S 00D 10M 01S W 132.00 FT
TH SLY 87.50 FT ON A 237.00 FT RADIUS (24D 10M 32S DEG)
CURVE TO THE RT DELTA=21D 09M 11S
LONG CHORD BEARING S 10D 44M 36S W 87 FT

TH S 21D 19M 12S W 50 FT
 TH SLY 111.86 FT ON A 303.00 FT RADIUS(18D 54M 34S DEG)
 CURVE TO THE LT DELTA=21D 09M 11S
 LONG CHORD BEARING S 10D 44M 36S W 111.23 FT
 TH S 00D 10M 01S W 23.50 FT
 TH N 89D 49M 59S W 79.49 FT ALG THE N LN OF THE S 49.50 FT
 OF SD SE 1/4 OF THE NW FRL 1/4 OF SEC 31 TO POB
 AND ALSO
 RECOM AT SD REFERENCE POINT "A"
 TH S 89D 49M 59S E 145.57 FT ALG SD S LN OF THE NW FRL 1/4
 OF SD SEC 31
 TH N 00D 10M 01S E 49.50 FT FOR POB
 TH N 00D 10M 01S E 23.50 FT
 TH NLY 87.50 FT ON A 237.00 FT RADIUS(24D 10M 32S DEG)
 CURVE TO THE RIGHT DELTA= 21D 09M 11S
 LONG CHORD BEARING N 10D 44M 36S E 87.00 FT
 TH N 21D 19M 12 S E 50.00 FT
 TH NLY 111.86 FT ON A 303.00 FT RADIUS(18D 54M 34S DEG)
 CURVE TO THE LEFT DELTA=21D 09M 11S
 LONG CHORD BEARING N 10D 44M 36S E 111.23 FT
 TH S 00D 10M 01S W 265.00 FT
 TH N 89D 49M 59S W 54.43 FT ALG SD N LN OF THE S 49.50 FT
 OF THE SE 1/4 OF THE NW FRL 1/4 OF SEC 31 TO POB

Parcel Number 61-24-131-100-0006-10

Currently Owned by: DDBP LLC

CITY OF MUSKEGON

COM AT SE COR OF NW FRL 1/4

SEC 31 T10N R16W

TH N 00D 00M 00S E 1295.50 FT ALG E LN SD NW FRL 1/4

TH S 89D 46M 54S W 672.43 FT ALG S ROW LN YOUNG AVE & ITS EXTENSION IN
 YOUNG & WILLIAMS ADDN FOR POB

TH S 00D 00M 00S E 320 FT ALG W ROW LN TEMPLE ST

TH S 89D 46M 54S W 349.77 FT

TH N 33D 14M 47S W 381.68 FT ALG NE ROW LN CSX RR

TH N 89D 46M 54S E 559.02 FT ALG SD S ROW LN YOUNG AVE TO POB

PROPOSED ESMT OVER RUDDIMAN CREEK DRAIN

THAT PT OF FOL DESC ESMT LYING OVER AND ACROSS ABOVE PARCEL

A 50 FT WIDE STRIP OF LAND CL DESC AS

COM AT THE W 1/4 COR SEC 31 T10N R16W

TH S 89D 49M 59S E 1031.12 FT ALG S LN NW FRL 1/4 SD SEC 31 FOR POB OF SD CL

TH N 45D 25M 16S E 354 FT

TH N 02D 08M 16S E 495.50 FT

TH N 43D 12M 46S E 749.75 FT FOR POE SD CL ON S ROW LN YOUNG AVE IN YOUNG
 & WILLIAMS ADDN THE SIDELINES OF SD 50 FT WIDE STRIP OF LAND EXTEND OR
 SHORTEN TO ALLOW NO GAPS OR OVERLAPS

Parcel Number 61-24-131-100-0006-20

Currently Owned by: City of Muskegon

CITY OF MUSKEGON

COM AT THE SE COR OF THE NW FRL 1/4

SEC 31 T10N R16W

TH N 00D 00M 00S E 644.09 FT ALG E LN OF SD NW FRL 1/4

TH S 89D 39M 32S W 672.43 FT ALG S LN

OF YOUNG & WILLIAMS ADDN FOR POB

TH S 00D 00M 00S E 199.24 FT ALG THE EXTND W LN OF SD

YOUNG & WILLIAMS ADDN

TH N 33D 25M 49SW 395.38 FT ALG NE R/W LN OF CSX RR

TH N 89D 40M 00S E 217.83 FT

TH S 00D 00M 00S W 132.00 FT ALG SD W LN OF

YOUNG & WILLIAMS ADDN TO POB

Parcel Number 61-24-131-100-0014-00

Currently Owned by: Norwood, Ernest R/Ernest K

CITY OF MUSKEGON

SEC 31 T10N R16W

W 426.07 FT OF S 546.5 FT

OF SE 1/4 OF NW 1/4

EX S 49.5 FT TH'OF

EXC ELY 200 FT

& EXC COM @ SW COR OF SE 1/4 OF NW 1/4 OF SD SEC FOR POB

TH N 0 DEG E 162 FT

TH S 90 DEG E 60 FT

TH S 0 DEG E 162 FT

TH W 60 FT M/L TO POB

Parcel Number 61-24-131-200-0004-00

Currently Owned by: Shoreline Metal Fabrication

CITY OF MUSKEGON

PART OF NW 1/4 OF NE 1/4 SEC 31 T10N R16W

DESC AS FOL

COM AT N 1/4 COR SD SEC

TH S ALNG N/S 1/4 LN SD SEC 33 FT

TH N 89D 50M E 33.00 FT FOR POB

TH CONT N 89D 50M E ALNG S LN LAKETON AVE 58.30 FT

TH ON A CURVE TO THE RT WITH RADIUS OF 908.9 FT A DIST OF 162.85 FT

(LONG CHORD BEARS S 35D 11M E FOR 162.5 FT)

TH S 30D 3M E 285.38 FT

TH ON A CURVE TO LT WITH A RADIUS OF 1047.2 FT A DIST OF 182.77 FT

THE LONG CHORD BEARS S 35D 3M E FOR 182.53 FT

TH S 40D 3M E TO A POINT 659.00 FT S AND AT RT ANG

TO N LN OF NW 1/4 OF NE 1/4 SD SEC

TH S 89D 50M W 170.96 FT

TH N 30D 28M W 608.80 FT TO E LN PARK ST

TH N 100 FT TO POB

Parcel Number 61-24-230-001-0001-00

Currently Owned by: ICD Property Co LLC

CITY OF MUSKEGON

PART OF BLK 1 OF

DENNIS SMITH & CO'S 2ND ADD

ALSO W 33 FT VAC FAIRVIEW ST

& PART OF VAC MAY ST

& ALSO PART OF NW ¼ OF NE ¼ SEC 31 T10N R16W

LYING ELY OF PENN CENTRAL RR ROW DESC AS FOL

COM AT NE COR LOT 7 DENNIS SMITH & CO'S ADD

TH N 89D 58M 00S W ALG SLY R-O-W LN LAKETON AVE A DIST OF 285.08 FT TO POB

TH S 34D 34M 28S E A DIST OF 291.58 FT

TH S 89D 46M 00S E A DIST OF 151.64 FT

TH S 00D 14M 00S W A DIST OF 287.69 FT

TH N 89D 58M 00S W A DIST OF 127.94 FT

TH N 30D 15M 00S W ALG ELY ROW LN OF SD PENN CENTRAL RR A DIST OF 215.77 FT

TH N 34D 38M 00S W A DIST OF 281.80 FT

TH NWLY A DIST OF 130.08 FT ALG A CURVE TO THE RT CURVE DATA BEING

RADIUS = 1432.69 FT DELTA = 05D 12M 08S LC = 130.04 FT LC BEARING = N 32D 07M 00S W

TH S 89D 58M 00S E ALG SLY ROW LN OF LAKETON AVE A DIST OF 150 FT TO POB TOGETHER WITH & SUBJ TO A 20 FT WIDE ESMT FOR ACCESS

Parcel Number 61-24-230-001-0001-10

Currently Owned by: ICD Property Co LLC

CITY OF MUSKEGON

LOTS 5-7 & PART OF LOTS 2-4 & LOTS 8 & 9 BLK 1 &

LOTS 4-7 & LOTS 14-17 & PART OF LOTS 8-10 & 13 OF BLK 2

DENNIS SMITH & CO'S 2ND ADD

ALSO E 33 FT VAC FAIRVIEW ST & PART OF VAC MAY ST

ALSO PART OF LOTS 1-3 OF BLK 8 OF ERWIN & KEATING'S ADD &

ALSO PT OF NW ¼ OF NE ¼ SEC 31 T10N R16W

LYING ELY OF PENN CENTRAL RR ROW DESC AS FOL

BEG AT NE COR LT 7 DENNIS SMITH & CO'S ADD SD PT BEING THE POB

TH S 00D 14M 00S W ALG WLY ROW LN KEATING ST (F/K/A FAIRVIEW ST) DIST OF 150.28

TH N 89D 31M 05S E A DIST OF 329.11 FT

TH S 00D 11M 47S E ALG WLY ROW LN OF 6TH ST A DIST OF 224.34 FT

TH S 89D 09M 04S W A DIST OF 149.91 FT

TH S 00D 14M 00S W A DIST OF 140.37 FT

TH N 89D 58M 00S W A DIST OF 17.87 FT

TH S 00D 14M 00S W A DIST OF 168.77 FT

TH N 89D 58M 00S W A DIST OF 152.43 FT

TH NWLY ALG ELY R-O-W LN SD PENN CENTRAL RR A DIST OF 187.27 FT ALG A CURVE TO THE RT CURVE DATE BEING RADIUS = 1412.36FT DELTA = 07D 35M 50S LC = 187.14 FT

LCB = N 34D 05M 40S W
TH S 89D 58M 00S E A DIST OF 127.94 FT
TH N 00D 14M 00S E A DIST OF 287.69 FT
TH N 89D 46M 00S W A DIST OF 151.64 FT
TH N 34D 34M 28S W A DIST OF 291.58
TH S 89D 58M 00S E ALG SLY R-O-W LN OF LAKETON AVE A DIST OF 285.08 FT TO
POB

Parcel Number 61-24-290-012-9991-00

Currently Owned by: Michigan Shore Railroad

CITY OF MUSKEGON

ERWIN & KEATINGS ADD

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTHERLY OF A LINE
DESCRIBED AS

COM AT N 1/4 COR SD SEC

TH S ALNG N/S 1/4 LN SD SEC 33 FT

TH N 89D 50M E 33.00 FT

TH CONT N 89D 50M E ALNG S LN LAKETON AVE 58.30 FT

TH ON A CURVE TO THE RT WITH RADIUS OF 908.9 FT A DIST OF 162.85 FT
(LONG CHORD BEARS S 35D 11M E FOR 162.5 FT)

TH S 30D 3M E 285.38 FT

TH ON A CURVE TO LT WITH A RADIUS OF 1047.2 FT A DIST OF 182.77 FT

THE LONG CHORD BEARS S 35D 3M E FOR 182.53 FT

TH S 40D 3M E TO A POINT 659.00 FT S AND AT RT ANG

TO N LN OF NW 1/4 OF NE 1/4 SD SEC FOR POB OF SAID LINE

TH N 89D 50M E PAR TO N LN OF NW 1/4 OF NE 1/4 SD SEC TO THE EAST LINE OF
RAILROAD ROW AND POINT OF ENDING OF SAID LINE

ENTIRE BLK F

ALSO ENTIRE BLK G

ALSO W 1/2 OF VAC ALL ABUTTING SD LOTS ON E SIDE OF BLK G
FROM LAKETON AVE TO COMMERCE ST

ALSO LOTS 1 & 2 BLK 10

ALSO THAT PART OF VAC SHELBY AVE ADJ THERETO

ALSO THE ORIGINAL UNPLATTED

MUSKEGON GRAND-RAPIDS & INDIANA RAILWAY

IN NW 1/2 OF NE 1/4 SEC 31

EXC ANY PART OF M GR & I RR ROW WITHIN FOLL DESC PROPERTY

PART OF NW1/4 OF NE1/4 SEC 31 T10N R16W

& PT OF BLK 10 ERWIN & KEATINGS ADD

COM AT SE COR LAKETON AVE & PARK ST

TH N 89 DEG 50 MIN E 58.3 FT

TH ON A CURVE TO THE RIGHT WITH RADIUS OF 908.9 FT
A DIST OF 162.85 FT

(LONG CHORD BEARS S 35 DEG 11 MIN E FOR 162.5 FT)

TH S 30 DEG 3 MIN E 285.38 FT

TH ON A CURVE TO THE LEFT WITH A RADIUS OF 1047.2 FT
A DIST OF 182.77 FT

THE LONG CHORD BEARS S 35 DEG 3 MIN E FOR 182.53 FT
TH S 40 DEG 3 MIN E 130 FT
TH S 89 DEG 50 MIN W 170.96 FT
TH N 30 DEG 28 MIN W 190 FT
TH N 25 DEG W 515 FT TO POB

Parcel Number 61-24-895-001-0001-00

Currently Owned by: City of Muskegon

PT BLK 1 AND PT VAC ALLEY IN SD BLK 1
YOUNG & WILLIAMS ADDN
COM AT SE COR OF THE NW FRL 1/4 SD SEC
TH N 00D 00M 00S E 1295.50 FT ALG E LN SD NW FRL 1/4
TH S 89D 46M 54S W 33.00 FT ALG S ROW LN YOUNG AVE & ITS EXTENSION IN SD
YOUNG & WILLIAMS ADDN FOR POB
TH S 00D 00M 00S W 249.79 FT ALG THE W R/W LN PARK AVE
TH S 89D 43M 30S W 274.43 FT
TH N 00D 00M 00S E 250.08 FT ALG E ROW LN WAALKES ST
TH N 89D 46M 54S E 274.43 FT ALG SD S ROW LN YOUNG AVE TO POB

Parcel Number 61-24-895-001-0006-00

Currently Owned by: Eastwood Development LLC

YOUNG & WILLIAMS ADDN
PT OF BLK 1 & PT OF VAC ALLEY IN SD BLK 1
COM @ SE COR OF NW FRL 1/4 OF SD SEC
TH N 00D 00M 00S E 795 FT ALG E LN OF SD NW FRL 1/4
TH S 89D 40M 00S W 33 FT ALG N ROW LN DELANO AVE &
ITS EXTENSION IN SD YOUNG & WILLIAMS ADDN FOR POB
TH S 89D 40M 00S W 274.43 FT ALG SD ROW LN
TH N 00D 00M 00S W 251.06 FT ALG E ROW LN OF WAALKES ST
TH N 89D 43M 30S E 274.43 FT
TH S 00D 00M 00S E 250.78 FT ALG W ROW LN OF PARK AVE TO POB

Parcel Number 61-24-895-002-0001-00

Currently Owned by: City of Muskegon

CITY OF MUSKEGON
PT OF BLK 2 AND PT OF THE VAC ALLEY IN SD BLK 2
YOUNG & WILLIAMS ADDN
COM AT THE SE COR OF THE NW FRL 1/4
SEC 31 T10N R16W
TH N 00D 00M 00S E 1295.50 FT ALG THE E LN
OF S NW FRL 1/4
TH S 89D 46M 54S W 373.43 FT ALG THE S R/W LN
OF YOUNG AVE AND ITS EXTENSION IN SD
YOUNG & WILLIAMS ADDN FOR POB
TH S 00D 00M 00S W 250.13 FT ALG THE W R/W LN
OF WAALKES ST
TH S 89D 43M 30S W 266.00 FT

TH N 00D 00M 00S E 250.39 FT ALG THE E R/W LN
OF TEMPLE ST
TH N 89D 46M 54S E 266.00 FT ALG SD S R/W LN
OF YOUNG AVE TO POB
PROPOSED ESMT OVER RUDDIMAN CREEK DRAIN:
THAT PT OF THE FOLLOWING DESCRIBED ESMT
LYING OVER AND ACROSS THE ABOVE PARCEL
A 50 FT WDE STRIP OF LAND
C/L DESCRIBED AS COM AT THE W 1/4 COR OF
SEC 31 T10N R16W
TH S 89D 49M 59S E 1031.12 FT ALG THE S LN OF THE
NW FRL 1/4 OF SD SEC FOR POB OF SD C/L
TH N 45D 25M 16M E 354.00 FT
TH N 02D 08M 16S E 495.50 FT
TH N 43D 12M 46S E 749.75 FT FOR POE OF SD C/L
ON THE S R/W LN OF YOUNG AVE IN
YOUNG & WILLIAMS ADDN
THE SIDELINES OF SD 50 FT WIDE STRIP OF LAND
EXTEND OR SHORTEN TO ALLOW NO GAPS OR
OVERLAPS

Parcel Number 61-24-895-002-0006-00

Currently Owned by: City of Muskegon

CITY OF MUSKEGON

PT OF BLK 2 AND PT OF THE VAC ALLEY IN SD BLK 2
YOUNG & WILLIAMS ADDN

COM AT THE SE COR OF THE NW FRL 1/4
SEC 31 T10N R16W

TH N 00D 00M 00S E 795.00 FT ALG THE E LN OF
SD NW FRL 1/4

TH S 89D 40M 00S W 373.44 FT ALG THE N R/W LN
OF DELANO AVE AND ITS EXTENSION IN SD
YOUNG & WILLIAMS ADDN FOR POB

TH S 89D 40M 00S W 199.00 FT ALG SD R/W LN

TH N 00D 00M 00S E 17.00 FT ALG SD R/W LN

TH S 89D 40M 00S W 67.00 FT ALG SD R/W LN

TH N 00D 00M 00S W 234.40 FT ALG THE E R/W LN
OF TEMPLE ST

TH N 89D 32M30S E 266.00 FT

TH S 00D 00M 00S E 251.13 FT ALG THE W R/W LN
OF WAALKES ST TO POB

Parcel Number 61-24-895-003-0001-00

Currently Owned by: City of Muskegon

CITY OF MUSKEGON

BLK 3 AND THE VAC ALLEY IN SD BLK 3 AND
PT OF VAC WAALKERS ST YOUNG & WILLIAMS ADDN
COM AT THE SE COR OF THE NW FRL 1/4 OF

SEC 31 T10N R16W
TH N 00D 00M 00S E 644.09 FT ALG THE E LN OF
SD NW FRL 1/4;
TH S 89D 39M 32S W 340.23 FT ALG THE S LN OF
SD YOUNG & WILLIAMS ADDN FOR POB
TH S 89D 39M 32S W 299.00 FT ALG SD S LN
TH N 00D 00M 00S W 68.00 FT ALG THE W LN OF
SD BLK 3
TH N 89D 40M 00S E 67.00 FT ALG THE S ROW OF
DELANO AVE
TH N 00D 00M 00S W 17.00 FT ALG SD R/W LN
TH N 89D 40M 00S E 232.00 FT ALG SD R/W LN
TH S 00D 00M 00S E 84.95 FT ALG THE C/L OF
VAC WAALKES ST TO POB.

Parcel Number 61-24-895-004-0001-00

Currently Owned by: Schultz Transport Inc

CITY OF MUSKEGON

SEC 31 T10N R16W

YOUNG & WILLIAMS ADDN

BLK 4 AND VAC ALLEY IN SD BLK 4

AND PT OF VAC WAALKES ST

COM AT SE COR OF NW FRAC 1/4

TH N 00D 00M 00S E 644.09 FT ALG E LN SD NW FRAC 1/4

TH S 89D 39M 32S W 33.00 FT ALG S LN SD YOUNG & WILLIAMS ADDN FOR POB

TH S 89D 39M 32S W 307.43 FT ALG SD S LN

TH N 00D 00M 00S W 84.95 FT ALG CL VAC WAALKES ST

TH N 89D 40M 00S E 307.43 FT ALG S ROW LN DELANO AVE

TH S 00D 00M 00S E 84.91 FT ALG W ROW LN PARK AVE TO POB

Commission Meeting Date: February 27, 2007

Date: February 20, 2007
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Environmental Program Terrace Trash Clean-up Contract

SUMMARY OF REQUEST:

The special trash pick-up on city terraces and right-of-ways associated with our Environmental Inspections program is currently being performed by Diversified UG Utilities Inc. and will expire on March 31, 2007. Included in this contract was an option to extend the agreement for one year, expiring on March 29, 2008. The contractor has requested to exercise the one year extension option at the current rates.

FINANCIAL IMPACT:

Considering the various increases in costs it is highly likely that a new contract bidding would result in higher pricing to the city.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the one year contract extension with Diversified UG Utilities Inc. for the special trash pick-ups along city right of ways, as directed by environmental inspections staff.

COMMITTEE RECOMMENDATION: None

RECEIVED

MAR 27 2006

CITY OF MUSKEGON
PLANNING DEPARTMENT

**CITY OF MUSKEGON
CONTRACT FOR SERVICES**

This Agreement is effective on this 31st. day of March, 2006, between City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49443 ("City"), and, Linnette Kruszynski, of Diversified UG Utilities Inc. ("Contractor"), with reference to the following facts:

Background

- A. City requested bid proposals for trash clean up of the right-of-ways and terrace areas of City-owned, State-owned and privately owned properties located within the City limits of Muskegon as listed above.
- B. Contractor submitted a bid proposal for trash clean up of the right-of-ways and terrace areas of City-owned, State-owned and privately-owned properties located within the City limits of Muskegon as listed above.

Therefore, the parties agree as follows:

- 1. **Inclusion of Additional Agreements.** This Agreement includes, but may not be limited to the following:
 - a. Invitations to bid, instructions to bidders and the pre-bid conference with minutes;
 - b. All descriptions of services not included in this Agreement but used in connection with the bidding process;
 - c. The bid proposal and any requirement included with or attached to the bid documents and this Agreement; and
 - d. Any specifications used in connection with this Agreement.

This Agreement, together with the documents described above, constitutes the Agreement between the parties and shall be considered as part of the Agreement as if attached or repeated herein.

In the event that there are inconsistencies within the Agreement, the Contractor shall immediately notify the City, in writing, for a determination, interpretation, clarification and/or prioritization of the inconsistencies.

- 2. **Services.** Contractor shall provide the following services, under the direction and supervision of the City Planning Department, relating to trash clean up of the above listed properties. Contractor shall perform the services set forth in this contract in a timely, workman-like manner.
 - a. **Garbage, debris and waste removal.** Contractor shall pick up and remove all garbage, debris, trash and waste materials, including but not limited to cans, bottles, loose papers, dead tree

limbs, grass and bush clippings, abandoned/broken/unused household appliances, furniture, and other like items.

b. **Disposal.**

- i. Contractor shall handle and dispose of Freon according to the applicable State and Federal mandates.
- ii. Contractor shall ensure the separation and individual disposal of garbage and lawn debris.
- iii. All garbage, debris, trash, waste materials, grass, weeds, brush, appliances, furniture and other items removed from each site shall be transported by the Contractor for disposal to a location predetermined by City at the conclusion of each work-day. Additional daily trips to the disposal site may be required due to workload.

c. **Photographs.** Contractor shall photograph each job site prior to and after completion. The photographs will indicate each job site address and/or location to ensure proper identification of the location and/or property. The photographs shall also indicate the date the picture was taken. All film and processing costs associated with this service shall be the sole responsibility of the Contractor.

d. **Record Keeping.** Contractor agrees to keep proper records of all work performed on behalf of City.

e. **Other.** Contractor may be required to perform other related work as deemed necessary by the City Planning Department.

3. **Equipment.** Contractor shall furnish or supply all the equipment and labor necessary to carry out its obligations under this Agreement. The equipment and labor includes but is not limited to: general labor, technical personnel, machinery, tools, transportation, fuel, and all other such materials. All equipment must meet the safety standards as required by MIOSHA.

a. **Inspection.** City or its designated agents shall inspect for safety, appearance and sanitation, all equipment used by Contractor to carry out its obligations under this Agreement. All vehicles used in the transport of garbage, trash and other waste must be police safety inspected. City may refuse Contractor the right to utilize any equipment that is deemed to be unsafe, unsanitary or of an unsightly appearance based on that inspection. In that event, Contractor shall repair, replace or restore the equipment to a suitable condition as soon as reasonably possible.

b. **Required Equipment.**

- i. One (1) truck.
- ii. One (1) truck trailer. Minimum size: 10 yards with a 4,000 lb. capacity.

- iii. Alternative equipment may be proposed for use but requires City approval prior to use.
 - iv. Chain saws.
 - v. Hand Tools, including rakes, brooms, shovels, pitch forks, and other tools as deemed appropriate for the job site.
 - vii. Digital Cameras. Minimum 3 megapixel resolution with automatic dating capacity.
4. **Expenses.** Contractor shall be responsible to pay for all expenses incurred by Contractor related to the performance of its duties under this Agreement and for all compensation owed to its workers and/or subcontractors.
5. **Contract Price.** City agrees to pay Contractor, in full consideration for the complete performance of Contractor's obligations under this Agreement, the amount set forth in the Contractor's bid proposal and documents described in paragraph 1.
6. **Assignments.** Work assignments are determined on an as needed basis.
7. **Contractor Work Crew.**
- Number.** The contractor shall provide the staff needed to efficiently and economically perform the task required. The city reserves the right to limit the size of work crews at any time.
- a. **City Representatives.** City may assign one or more persons to the job site as its Representative(s). The City Representative(s) may supervise work crews in their performance at the job site, and may instruct the work crews as to what tasks must be performed.
8. **Schedule.**
- a. Work schedules shall be completed by City on a daily or as needed basis.
- b. Provisions shall be made, at Contractor's expense, for contacting the Contractor on short notice or in an emergency situation by any the following methods:
- i. Telephone;
 - ii. Cellular Telephone
 - iii. Beeper
9. **Work Orders.**
- a. **Distribution.** Work orders will be distributed to the Contractor at a location designated by the City.

- b. **Completion.** All jobs listed in a work order must be completed within one (1) working day following issuance of the work order by City. Time extensions may be permitted for inclement weather and similar restricting circumstances, as determined by the City. All completed work orders shall be returned to the City by 8:00 a.m. the following work day after the work is completed.

10. **Payment.**

- a. **Form.**
 - i. Requests for payment shall be submitted on a form prepared and approved by the City;
 - ii. Requests shall include a list of addresses with the corresponding cost of each job.
 - iii. Requests shall be on a per-job basis; total amount per job to be agreed to by the Contractor and City Representative.
 - iv. Requests for work completed that were not performed in compliance with subsection 9(b) may not be compensated.
 - v. Inadvertent payment made to the Contractor for work not performed in compliance with the terms of this contract, or for any other reason, will be deducted by the City from subsequent payments.
- b. **Frequency.** Requests for payment shall be made monthly and payment will be made on the second and fourth Friday of each month.
- c. **Travel Time.** Travel time shall not be charged by Contractor.

11. **Specific Reservations.**

- a. City reserves the right to have the City refuse contractor clean up the debris and/or trash left on the terrace at a work site property on an as needed basis.
- b. City reserves the right to use volunteers, court ordered public service workers and/or prisoners in lieu of Contractor's services for any work indicated throughout this Agreement.

12. **Terms and Termination.**

- a. This Agreement shall be effective on March 31st, 2006, and shall remain in full force and effect until March 31st, 2007, with an annual extension option through March 31st, 2008.
- b. This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice to the other party.

13. **Commencement and Damages.**

- a. **Commencement.** Contractor shall commence work no later than the time set forth in the Agreement.

b. **Damages.** In the event that Contractor fails to commence performance at the specified time and is in default of the Agreement, Contractor shall pay to the City the sum of \$200 for each and every calendar day that the Contractor is in default. The amount of damages shall not be construed as a penalty, but to ensure the City's ability to provide substituted services and costs associated with that default. Damages shall be determined by the City after investigation by the City. Damages shall be deducted from payment.

c. **Violations.** Following Contractor's commencement of performance of this Agreement, City shall notify Contractor of each violation of the Agreement reported to City. It shall be the duty of Contractor to remedy the cause of the complaint. Failure of Contractor to take remedial measures shall be considered a breach of the Agreement, and for the purpose of computing damages under the provisions of this section, it is agreed that City may deduct from payments due or to become due to Contractor the City's cost to remedy or substitute performance.

Failure to perform pursuant to this Agreement for a period in excess of three (3) consecutive, scheduled, working days, or failure for a similar period, to perform in the manner required, and provided such failure is not a result of war, insurrection, riots, or acts of God, the City may, at its option and after written notice to Contractor, utilize any or all of Contractor's equipment used in performance of this Agreement until such time the matter is resolved and the Contractor is performing under the terms of the Agreement.

Any and all expenses incurred by City during such time may be deducted from payments due or to become due to Contractor.

Should Contractor be unable to resume performance at the close of ten (10) calendar days, all liability of the City under this Agreement shall cease and City shall be free to negotiate with other contractors for the performance of work. Any contract thereby entered into with another contractor shall not release Contractor from liability to City for breach of this Agreement.

d. **Appeal.** The City's determination shall be final and binding on both parties, unless appealed, in writing to the City Manager or his designee within ten (10) working days after notice. The City Manager or his designee shall grant Contractor an informal hearing upon such request. The decision of the City Manager shall be final and binding.

e. **Waiver.** City may waive all or any portion of damages without prejudicing its rights under this Agreement.

14. **Insurance and Indemnity.**

a. **Hold Harmless Agreements.** To the fullest extent permitted by law, Contractor agrees to defend, pay in behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted,

claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, arising out of or in any way connected or associated with this contract. The obligation to defend and hold harmless extends to City's employees, agents, subcontractors, assigns and successors.

- b. **City Insurance Requirement.** Contractor shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to City.
- c. **Workers' Compensation Insurance.** Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **Vehicle Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Vehicle Liability Insurance, in accordance with all applicable Statutes of the State of Michigan.
- e. **Commercial General Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (SCU) exclusions, if applicable.
- f. **Additional Insured.** Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The City, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. The endorsement adding the City as additional insured shall read exactly as follows: "The City of Muskegon is hereby added as an additional insured..."
- g. **Cancellation Notice.** Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON PLANNING DEPARTMENT.
- h. **Proof of Insurance Coverage.** Contractor shall provide the City at the time the contracts are returned for execution, certificates and policies endorsing the City as additional insured as listed below:

- i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, if applicable;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and
 - iii. If so requested, Certified Copies of all policies mentioned above will be furnished.
 - i. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date.
15. **Income Tax Withholding.** Contractor shall withhold income taxes from each employee who is subject to such withholding, and pay such tax in accordance with the City of Muskegon Income Tax Ordinance and all applicable laws associated with that ordinance. Contractor shall require the same from each subcontractor, consultant or vendor used in the performance of his duties and obligations in this Agreement. City reserves the right to withhold payments otherwise due to Contractor to assure compliance with this Agreement or to cure such noncompliance.
16. **General Provisions.**
- a. **Notices.** Any notice that either party may give or is required to give under this Agreement shall be in writing, and, if mailed, shall be effective on the day it is delivered to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing. Notices given in person are effective on the day they are given.
 - b. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.
 - c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights and obligations contained in this Agreement without the express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.
 - d. **Entire Agreement.** This Agreement shall constitute the entire agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into, by, and between the parties with respect to the subject matter of this Agreement, and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.
 - e. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, permitted successors, and assigns.

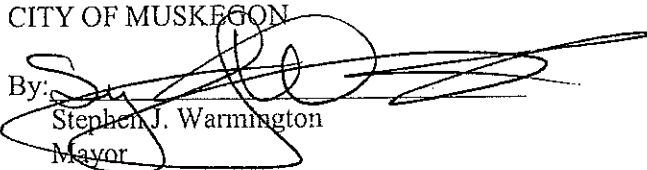
- f. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.
- g. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.
- h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.
- i. **Survival.** All representations, warranties, and covenants in this Agreement shall survive the signing of this Agreement.

City and Contractor have executed this Agreement on the date written next to their signatures to be effective according to the term(s) stated in this document.

Date: March 24, 2006

City -

CITY OF MUSKEGON

By: 

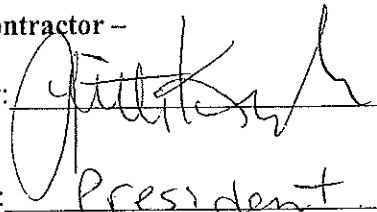
Stephen J. Warmington
Mayor

And: Gail A. Kunding

Gail A. Kunding, MMC
City Clerk

Date: March 22, 2006

Contractor -

By: 

Its: President

Schedule I of Agreement

CONTRACT PRICE PROPOSAL

This proposal is for clean up and transportation labor based upon each individual clean-up assignment.

	<u>1-Year Bid</u>	<u>2-Year Bid</u>
1. Fee to pick up first ½ ton.	\$60.00	
2. Fee to pick up ½ – 1 ton.	\$110.00	
3. Fee to pick up 1 – 2 tons.	\$150.00	
4. Fee to pick up over 2 tons	<u>Fee to be determined on a case by case basis.</u>	

EQUIPMENT LIST

List all of the equipment that you own or have access to for this contract.

TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 2000 Ford F-550 w/6,000 lb. crane - 16 ft. Flatbed trailer w/side racks			
2. 2000 Ford F-550 Dump (5 yd) - 30' triple axle flatbed trailer w/side racks			
3. 1999 Ford F-550 Stake Bed - tandem axle enclosed trailer (12')			
4. 1997 Ford F-350 - United enclosed trailer - 14' (2000)			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Kodak DX 4900 4megapixel (owned)			
2. Kodak (owned)- digital			
3.			
4.			

Commission Meeting Date: February 27, 2007

Date: February 23, 2007
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Set Public Hearing for Amendment to Brownfield Plan- Hot Rod Harley

SUMMARY OF REQUEST: To approve the attached resolution setting a public hearing for an amendment for the Brownfield Plan, and notifying taxing jurisdictions of the Brownfield Plan Amendment including the opportunity to express their views and recommendations regarding the proposed amendment at the public hearing. The amendment is for the inclusion of property owned Muskegon Downtown Believers, LLC, located at 149 Shoreline Drive, in the Brownfield Plan.

FINANCIAL IMPACT: There is no direct financial impact in including the project in the Brownfield Plan, although the redevelopment of the site into a commercial development will eventually add to the tax base in Muskegon.

BUDGET ACTION REQUIRED: None.

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

COMMITTEE RECOMMENDATION: The Brownfield Redevelopment Authority met on February 23, 2007 and approved the Brownfield Plan Amendment and recommends the approval of the Brownfield Plan Amendment to the Muskegon City Commission. In addition, the Brownfield Redevelopment Authority recommends that the Muskegon City Commission set a public hearing on the Plan Amendment for March 27, 2007.

**RESOLUTION NOTIFYING TAXING UNITS
AND CALLING PUBLIC HEARING REGARDING
APPROVAL OF AMENDMENTS TO THE BROWNFIELD PLAN OF THE
CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY**

City of Muskegon
County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City offices on the 27th day of February, 2007, at 5:30 o'clock p.m., prevailing Eastern Time.

PRESENT:

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

ABSENT: Members

None

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

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

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

WHEREAS, in accordance with the provisions of Act 381, the Authority has prepared and approved Brownfield Plan Amendments to include the Redevelopment of the Terrace Lots, and

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

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

WHEREAS, prior to approval of the Brownfield Plan Amendments, the City Commission is required to provide notice and a reasonable opportunity to the taxing jurisdictions levying taxes subject to capture to express their views and recommendations regarding the Brownfield Plan Amendments.

NOW, THEREFORE, BE IT RESOLVED THAT:

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

2. A public hearing is hereby called on the 27th of March, 2007 at 5:30 p.m., prevailing Eastern Time, in the City Hall Commission Chambers to consider

adoption by the City Commission of a resolution approving the Brownfield Plan Amendments.

3. The City Clerk shall cause notice of said public hearing to be published in the Muskegon Chronicle, a newspaper of general circulation in the City, twice before the public hearing. The first publication of the notice shall be not less than 20 days or more than 40 days before the date set for the public hearing. The notice shall be published as a display advertisement prominent in size.

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

CITY OF MUSKEGON
COUNTY OF MUSKEGON, STATE OF MICHIGAN

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

TO ALL INTERESTED PERSONS IN THE CITY OF MUSKEGON:

PLEASE TAKE NOTICE that the Muskegon City Commission of the City of Muskegon, Michigan, will hold a public hearing on March 27, 2007, at 5:30 p.m., prevailing Eastern Time in the City Hall Commission Chambers located at 933 Terrace Street, Muskegon, Michigan, to consider the adoption of a resolution approving a Brownfield Plan Amendment for the City of Muskegon Brownfield Redevelopment Authority pursuant to Act 381 of the Public Acts of Michigan of 1996, as amended.

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

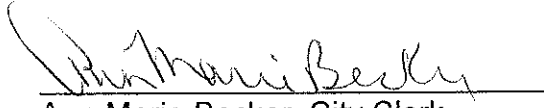
Hot Rod Harley
149 Shoreline Drive
Muskegon, Michigan

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

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

FURTHER INFORMATION may be obtained from the City Clerk.

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


Ann Marie Becker, City Clerk

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

AYES: Members

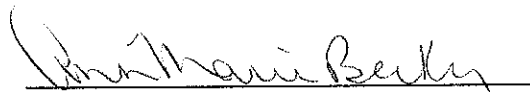
Carter, Davis, Gawron, Shepherd, Spataro,

Warmington, and Wierengo

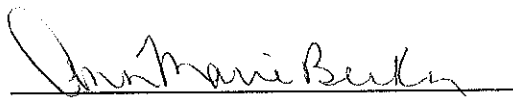
NAYS: Members

None

RESOLUTION DECLARED ADOPTED.


Ann Marie Becker, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on February 27, 2007, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


City Clerk

**CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT
AUTHORITY**

BROWNFIELD PLAN AMENDMENT

“Hot Rod Harley”

Original Plan Approved by the Board of the City of Muskegon Brownfield Redevelopment Authority on **February 23, 1998**, with amendments approved 8/10/98; 6/13/00; 4/15/03; 7/7/03; 4/20/04; 6/21/04; 9/8/04; and 9/5/06.

Original Plan Approved by the City Commission of the City of Muskegon on **April 14, 1998**, with amendments approved 8/11/98; 7/11/00; 5/27/03; 8/12/03; 5/25/04; 7/13/04; 7/27/04; 10/12/04, and 10/24/06.

CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN

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- I. INTRODUCTION
- II. GENERAL PROVISIONS
 - A. Costs of the Brownfield Plan
 - B. Maximum Amount of Indebtedness
 - C. Duration of the Brownfield Plan
 - D. Displacement/Relocation of Individuals on
Eligible Properties
 - E. Local Site Remediation Revolving Fund
- III. SITE SPECIFIC PROVISIONS
 - A. Kirksey/Anaconda Property (Approved 4/14/98)
 - B. Dilesco Corporation Property (Approved 8/11/98)
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 - D. Verplank Dock Company (Approved 5/27/03)
 - E. Gillespie Development Property (Approved 8/12/03)
 - F. Loft Properties, LLC Property (Approved 8/12/03)
 - G. Parmenter O'Toole Property (Approved 8/12/03)
 - H. "The WaterMark" Project (Approved 5/25/04)
 - I. Northern Machine Tool (Approved July 13, 2004)
 - J. Terrace Lots Office Building (Approved July 13, 2004)
 - K. Art Works Apartments (Approved July 27, 2004)
 - L. Former Muskegon Mall (Approved October 12, 2004)
 - M. Vida Nova at Edison Landing (Approved 10/10/06)
 - N. Western Ave. Properties LLC and Port City Development Services, LLC
(Approved 10/10/06)
 - O. Viridian Place at Edison Landing (Approved 10/24/06)
 - P. **Hot Rod Harley (Approved _____)**

I. INTRODUCTION

In order to promote the revitalization of commercial, industrial, and residential properties within the boundaries of the City of Muskegon (the "City"), the City established the City of Muskegon Brownfield Redevelopment Authority (the "Authority") pursuant to Act 381 of 1996, Public Acts of Michigan, as amended ("Act 381"), and a resolution adopted by the Muskegon City Commission on February 10, 1998.

The major purpose of this Brownfield Plan ("Plan") is to promote the redevelopment of *eligible properties* within the City that are impacted by the presence of hazardous substances in concentrations that exceed Michigan's Part 201 Generic Cleanup Criteria ("*facilities*") or that have been determined to be Functionally Obsolete or Blighted. Inclusion of property within this Plan can facilitate financing of environmental response activities, infrastructure improvements, demolition, lead or asbestos abatement, and site preparation activities at *eligible properties*; and may also provide tax incentives to eligible taxpayers willing to invest in revitalization of *eligible properties*. By facilitating redevelopment of underutilized *eligible properties*, the Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This plan is intended to be a living document, which can be amended as necessary to achieve the purposes of Act 381. It is specifically anticipated that properties will be continually added to the Plan as new projects are identified. The Plan contains general provisions applicable to each site included in the Plan, as well as property-specific information for each project. The applicable Sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains the information required by Section 13(1) of Act 381, as amended. Additional information is available from the City Manager.

II. GENERAL PROVISIONS

A. Costs of the Brownfield Plan (Section 13(1)(a))

Any site-specific costs of implementing this Plan are described in the site-specific section of the Plan. Site-specific sources of funding may include tax increment financing revenue generated from new development on eligible brownfield properties, state and federal grant or loan funds, and/or private parties. Where private parties finance the costs of eligible activities under the Plan, tax increment revenues may be used to reimburse the private parties. The initial costs related to preparation of the Brownfield Plan were funded by the City's general fund. Subsequent amendments to the Plan are funded by the person requesting inclusion of a project in the Plan.

The Authority intends to pay for administrative costs and all of the things necessary or convenient to achieve the objectives and purposes of the Authority with any eligible tax increment revenues collected pursuant to the Plan, including, but not limited to:

- i) the cost of financial tracking and auditing the funds of the Authority,
- ii) costs for amending and/or updating this Plan, including legal fees, and
- iii) costs for Plan implementation

These eligible tax increment revenues are identified in the site-specific sections of this Plan. As noted above, most costs related to the preparation of Plan amendments are borne by the person requesting inclusion of a project within the Plan.

B. Method for Financing Costs of Plan (Section 13(1)(d) and (e))

The Authority does not intend at this time to incur debt, such as through the issuance of bonds or other financing mechanisms. In the future, the City or Brownfield Authority may incur some debt on a site-specific basis. Please refer to the site-specific section of this Plan for details on any debt to be incurred by the City or Authority. When a property proposed for inclusion in the Plan is in an area where tax increment financing is a viable option, the Authority intends to enter into Development Agreements with the property owners/developers of properties included in the Plan to reimburse them for the costs of eligible activities undertaken pursuant to this Plan. Financing arrangements will be specified in the Development Agreement, and also identified in the Site Specific section of the Plan.

C. Duration of the Brownfield Plan (Section 13(1)(f))

The Plan, as it applies to a specific eligible property, shall be effective up to five (5) years after the year in which the total amount of any tax increment revenue captured is equal to the total costs of *eligible activities* attributable to the specific *eligible property*, or thirty (30) years from the date of approval of the Plan as it relates to an individual site, whichever is less. The total costs of *eligible activities* include the cost of principal and interest on any note or obligation issued by the Authority to pay for the costs of *eligible activities*, the reasonable costs of a work plan or remedial action plan, the actual costs of the Michigan Department of Environmental Quality's or Michigan Economic Growth Authority's review of the work plan or remedial action plan, and implementation of the *eligible activities*.

D. Displacement/Relocation of Individuals on Eligible Properties
(Section 13(1)(i, j, k, l))

At this time, *eligible properties* identified in this Plan do not contain residences, nor are there any current plans or intentions by the City for identifying *eligible properties* that will require the relocation of residences. Therefore the provisions of *Section 13(1)(i-l)* are not applicable at this time.

E. Local Site Remediation Revolving Fund (Section 8; Section 13(1)(m))

At the time this Plan includes a property for which taxes will be captured through the increment financing authority provided by Act 381, it is the Authority's intent to establish a Local Site Remediation Revolving Fund ("Fund"). The Fund will consist of tax increment revenues that exceed the costs of eligible activities incurred on an eligible property, as specified in *Section 13(5) of Act 381*. *Section 13(5)* authorizes the capture of tax increment revenue from an eligible property for up to 5 years after the time that capture is required for the purposes of paying the costs of eligible activities identified in the Plan. It is the intention of the Authority to continue to capture tax increment revenues for 5 years after eligible activities are funded from those properties identified for tax capture in the Plan. The amount of school operating taxes captured for the Revolving Fund will be limited to the amount of school operating taxes captured for eligible activities under this Plan. It may also include funds appropriated or otherwise made available from public or private sources.

The Revolving Fund may be used to reimburse the Authority, the City, and private parties for the costs of eligible activities at *eligible properties* and other costs as permitted by Act 381. It may also be used for eligible activities on *eligible properties* for which there is no ability to capture tax increment revenues. The establishment of this Revolving Fund will provide additional flexibility to the Authority in facilitating redevelopment of brownfield properties by providing another source of financing for necessary eligible activities.

III. SITE SPECIFIC PROVISIONS

P. HOT ROD HARLEY DAVIDSON

Eligibility and Project Summary (Sec. 13(1)(h))

The Hot Rod Harley project involves redevelopment of over 5 acres of property located between Shoreline Drive, Terrace Street, and Western Ave., an area most recently referred to as the Terrace Lots. This property was formerly part of the Teledyne Continental Motors manufacturing facility. The project is located directly south of Edison Landing, and east of the new National City Bank Building. A legal description, map and site plan is included in Attachment P-1.

Several "*eligible activities*" have already been undertaken on the property. The subject property has been determined to be "*eligible property*" as defined by Act 381 through information obtained from Phase I and II Environmental Site Assessments and a Baseline Environmental Assessment conducted by Lakeshore Environmental on August 18, 2006. Historic fill materials containing elevated concentrations of heavy metals, similar to those found to exist along the Muskegon Shoreline, have been documented in site soils, thereby defining the site as a "facility" pursuant to Part 201 of the Natural Resources and Environmental Protection Act. A Due Care Plan has been prepared to assure site redevelopment does not exacerbate these environmental conditions, and to assure that no unacceptable exposures result from the redevelopment. This *eligible property* includes all real and personal property.

Hot Rod Harley Davidson is a full-service Harley Davidson Motorcycle dealership, currently located at 590 Ottawa Street in Muskegon. They intend to relocate their business to Downtown Muskegon, to become a part of Muskegon's new revitalized downtown and Muskegon Lake shoreline area. Hot Rod Harley hopes to attract motorcyclists from throughout Michigan and the Midwest through a week-long motorcycle festival (Bike Week).

The project will include removal of the former concrete foundation and former tunnels, relocating utilities, construction of new infrastructure, and placement of fill materials to raise the site grade and serve as a cap for impacted soils. A new steel and brick 2-story 40,000 square foot building will be constructed to house the new Hot Rod Harley Davidson display showroom for Harley Davidson Motorcycles and apparel, Service Department, Parts Department, parts storage area and motorcycle storage areas. The exterior will include landscaping, parking, and drive areas, including a large parking lot to the east of the main building. Site preparation activities have been ongoing since summer of 2006; construction on the new building is planned to start in spring 2007.

Hot Rod Harley currently employs 20 with an average annual salary ranging from \$30 – \$35,000. The new location will allow them to add 10 employees. The total estimated capital investment in the project is estimated at over \$3.7 million.

Eligible Activities, Financing, Cost of Plan (Sec. 13(1)(a),(b),(c),(d),(g))

Eligible activities that have been conducted on the Property by the purchaser/developer include completion of a Phase I and II Environmental Site Assessment, and preparation

*City of Muskegon Brownfield Plan Amendment
February 2007*

of a Baseline Environmental Assessment and Section 7a (Due Care) Compliance Analysis. Due Care response activities will also be undertaken by the developer as required by the Due Care Plan, such as capping impacted soils. However, no *eligible activity* costs are proposed to be financed with tax increment revenues, since all new tax increments are already being captured through the DDA. As such, there are no costs to the City of Muskegon or its taxing jurisdictions as a result of the Hot Rod Harley Davidson project being included in this Plan.

Single Business Tax Credit

The Hot Rod Harley project is included in the Plan to enable "*qualified taxpayers*" as defined by Section 38d of Act 228 of 1975, as amended, to avail themselves of eligibility for a credit against their Michigan single business tax liability for "eligible investments" as defined by P.A. 228. "*Eligible Investments*" include demolition, construction, restoration, alteration, renovation, or improvement of buildings or site improvements on *eligible property* and the addition of machinery, equipment, and fixtures to *eligible property* after the effective date of this Plan Amendment.

Effective Date of Inclusion in Brownfield Plan

The Hot Rod Harley project was added to this Plan on _____.

ATTACHMENT P-1
LEGAL DESCRIPTION AND SITE PLAN
HOT ROD HARLEY

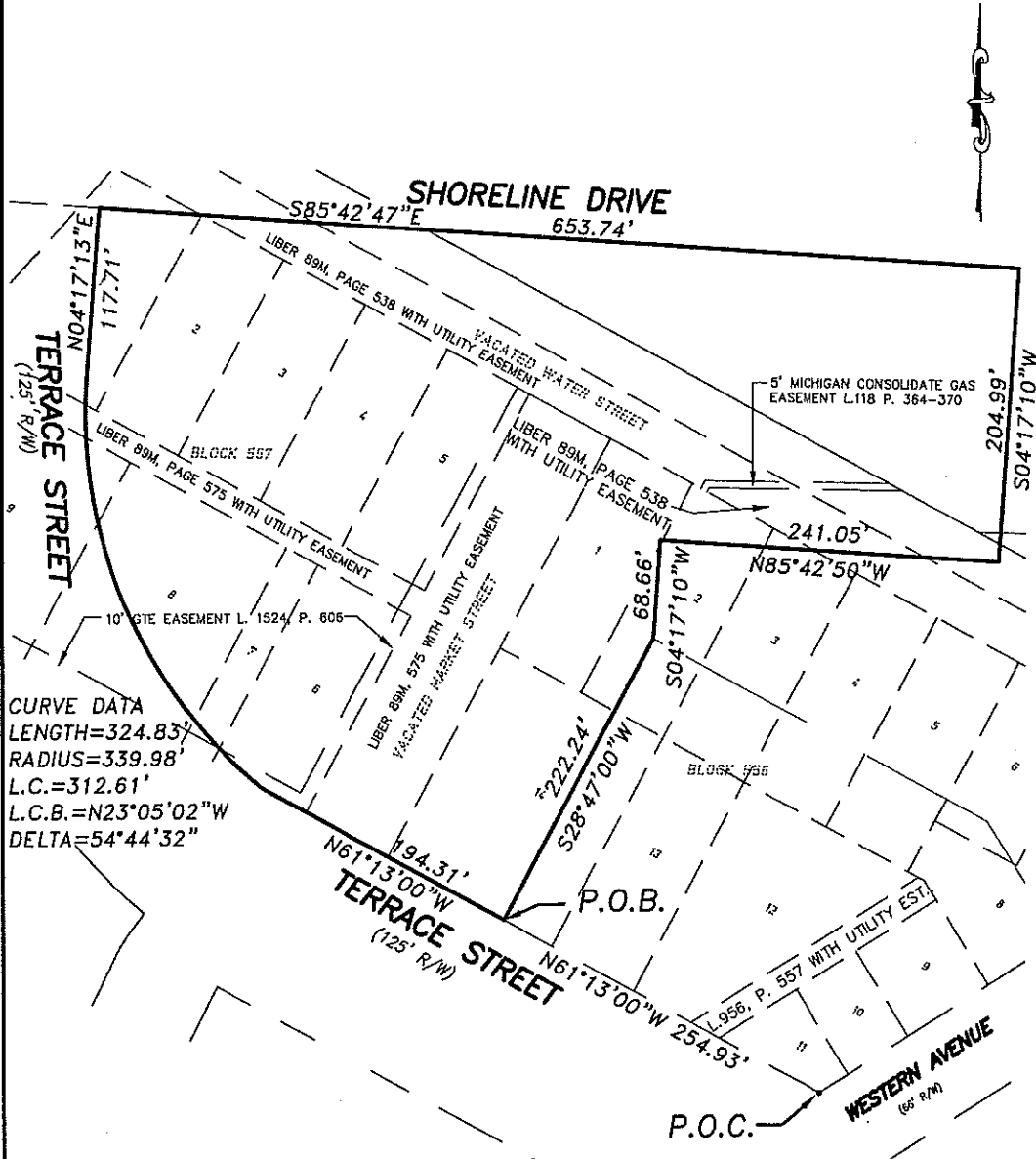


WESTSHORE CONSULTING

Engineers ■ Scientists ■ Surveyors ■ Planners

SITE MAP

FOR: SIDOCK GROUP



AS A PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, I DO HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, I HAVE SURVEYED THE PROPERTY AS DESCRIBED AND SHOWN HEREIN AND THAT THERE EXISTS NO VISIBLE ENCROACHMENTS ON SAID PROPERTY UNLESS NOTED AND THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH A DESCRIPTION FURNISHED BY OTHERS AND SHOULD BE COMPARED TO THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, OR EXCEPTIONS. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESSED RECERTIFICATION BY THE SURVEYOR.

STANLEY J. KASS
P.S. NO. 34972
2534 BLACK CREEK ROAD
MUSKEGON, MI. 49444
PHONE : (231)777-3447
FAX : (231)773-3453

DATE:

SHEET 1 OF 2

FILE NO: WS-07-0040

SCALE: 1" = 100'

SURVEYED BY:

DRN BY: BJA

DEEDS PREPARED UTILIZING THIS LEGAL DESCRIPTION FOR CONVEYANCES MUST MEET THE REQUIREMENTS OF SECTION 109 PARAGRAPH 3 AND 4 OF P.A. 591 OF 1996.

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SITE MAP

FOR: SIDOCK GROUP

PROPERTY DESCRIPTION

THAT PART OF BLOCKS 554, 556, 557 AND THAT PART OF VACATED MARKET STREET AND WATER STREET, OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH MOST CORNER OF BLOCK 556 OF SAID REVISED PLAT (ALSO BEING THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WESTERN AVENUE AND THE NORTHERLY RIGHT-OF-WAY LINE OF TERRACE STREET);

THENCE NORTH 61 DEGREES 13 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID TERRACE STREET, A DISTANCE OF 254.93 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 61 DEGREES 13 MINUTES 00 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 194.31 FEET;

THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID TERRACE STREET, A DISTANCE OF 324.83 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT CURVE DATA BEING (RADIUS = 339.98 FEET, DELTA = 54 DEGREES 44 MINUTES 32 SECONDS, LONG CHORD = 312.61 FEET, LONG CHORD BEARING = NORTH 23 DEGREES 05 MINUTES 02 SECONDS WEST);

THENCE NORTH 04 DEGREES 17 MINUTES 13 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 117.71 FEET;

THENCE SOUTH 85 DEGREES 42 MINUTES 47 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SHORELINE DRIVE, A DISTANCE OF 653.74 FEET;

THENCE SOUTH 04 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 204.99 FEET;

THENCE NORTH 85 DEGREES 42 MINUTES 50 SECONDS WEST, A DISTANCE OF 241.05 FEET;

THENCE SOUTH 04 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 68.66 FEET;

THENCE SOUTH 28 DEGREES 47 MINUTES 00 SECONDS WEST, A DISTANCE OF 222.24 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.73 ACRES, MORE OR LESS.

DEEDS PREPARED UTILIZING THIS LEGAL
DESCRIPTION FOR CONVEYANCES MUST
MEET THE REQUIREMENTS OF SECTION 109
PARAGRAPH 3 AND 4 OF P.A. 591 OF 1996.

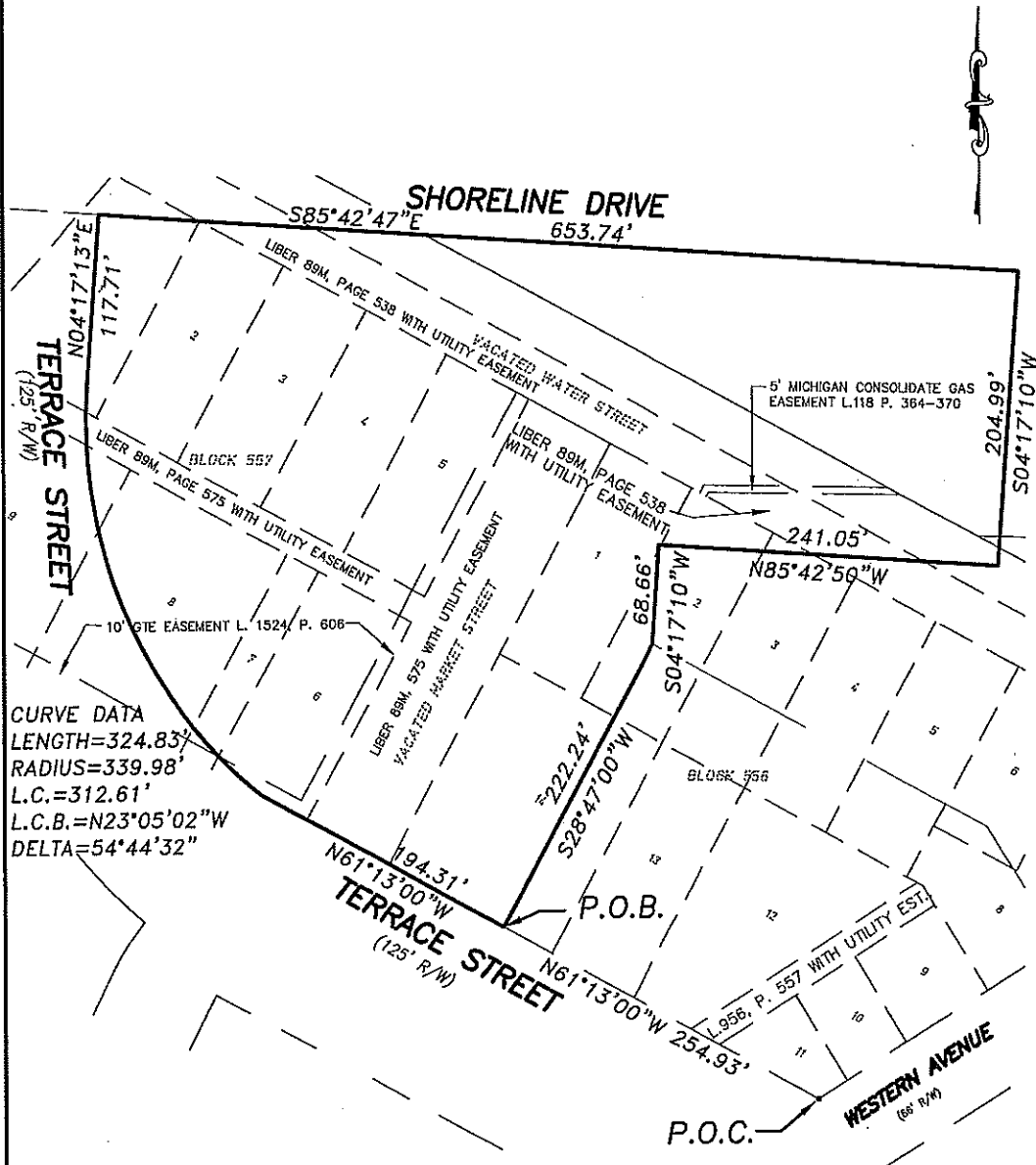


WESTSHORE CONSULTING

Engineers ■ Scientists ■ Surveyors ■ Planners

SITE MAP

FOR: SIDOCK GROUP



AS A PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, I DO HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, I HAVE SURVEYED THE PROPERTY AS DESCRIBED AND SHOWN HEREIN AND THAT THERE EXISTS NO VISIBLE ENCROACHMENTS ON SAID PROPERTY UNLESS NOTED AND THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH A DESCRIPTION FURNISHED BY OTHERS AND SHOULD BE COMPARED TO THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, OR EXCEPTIONS. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESSED RECERTIFICATION BY THE SURVEYOR.

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DATE:

FILE NO: WS-07-0040

SCALE: 1" = 100'

SURVEYED BY:

DRN BY: BJA

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SHEET 1 OF 2

Commission Meeting Date: February 27, 2007

Date: February 19, 2007
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Amendment to the Zoning Ordinance – Outdoor Seating

SUMMARY OF REQUEST:

Request to amend Section 2308 (Outdoor Seating) of Article XXIII (General Provisions) regarding outdoor seating for restaurants and similar uses.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of the Zoning Ordinance to add the language regarding outdoor seating.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 2/15 meeting. The vote was unanimous with T. Michalski and B. Smith absent.

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

February 15, 2007

Hearing; Case 2007-05: Staff initiated request to amend Section 2308, (Outdoor Seating), of Article XXIII, General Provisions, to add language for outdoor seating for restaurants and similar uses.

BACKGROUND

Staff knows of at least two restaurants on Western Avenue who want to add outdoor seating to their businesses. With the development of the downtown moving forward at a rapid pace, it seems like the right time to put this language in place to help regulate outdoor seating in all commercial areas. This language helps protect established businesses from street vendors who may try to set up in front of their establishment, since the seating must be ancillary to the main use of the building. It also helps control such things as noise, pedestrian circulation, encroachment on the public right-of-way, and provide for aesthetically compatible outdoor furniture.

NEW LANGUAGE

Outdoor seating for restaurants, cocktail lounges, and similar uses is permitted, provided:

1. **The area devoted to outdoor seating must be ancillary to the main use of an indoor restaurant, cocktail lounge, bakery, coffee shop, delicatessen, specialty food store, or similar establishment.**
2. **Pedestrian circulation and access to the building entrance shall not be impaired. A minimum of three (3) feet of sidewalk along the curb and leading to the entrance to the establishment must be maintained free of tables, chairs, and other encumbrances.**
3. **The seating area shall be limited to the same property directly adjacent to the permitted use to which the seating area is accessory and shall not extend into adjoining sites. If adjoining sites both have a seating area, there shall be a divider between them.**
4. **Tables, chairs, umbrellas, canopies, planters, waste receptacles, and other elements of street furniture shall be compatible with the architectural character of the principal building.**
5. **Outdoor amplification shall be prohibited except only to play music in compliance with Code of Ordinances, City of Muskegon, Part II, Chapter**

26, Article II, Noise, Division I, Generally, Sec. 2634, (a & b) "Playing of radios, musical instruments, etc."

6. The area devoted to outdoor service shall not encroach upon or extend over any public alley or right-of-way without an encroachment agreement with the City of Muskegon.
7. A site plan shall be submitted which clearly depicts the seating area and location and style of tables and chairs, reflecting ample aisles for pedestrian traffic, and dividers, if needed.
8. The outdoor seating area shall not obstruct visibility of on-coming pedestrians or vehicular traffic, and must adhere to clear visions standards of the Zoning Ordinance.
9. The sale of alcoholic beverages is subject to the rules and regulations of the State of Michigan Liquor Control Commission. An outdoor service permit may be required as part of the site plan approval.
10. All outdoor furnishings shall be completely removed from sidewalk areas December 1 through March 1 of each year.
11. The area devoted to such outdoor dining area shall be maintained in a safe, clean, and sanitary manner.
12. Roof seating shall comply with the building code, and not contain signage.

DELIBERATION

I move that the amendment to Section 2308, (Outdoor Seating) of Article XXIII, General Provisions, of the City of Muskegon Zoning Ordinance, be recommended to the City Commission for (approval/denial).

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2217

An ordinance to amend Section 2308 (Outdoor Seating) of Article XXIII (General Provisions) adding language for outdoor seating.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 2308 (Outdoor Seating) of Article XXIII (General Provisions) is amended to add language for outdoor seating, as follows:

Changes to Section 2308, Outdoor Seating, (General Provisions)

Outdoor seating for restaurants, cocktail lounges, and similar uses is permitted, provided:

1. The area devoted to outdoor seating must be ancillary to the main use of an indoor restaurant, cocktail lounge, bakery, coffee shop, delicatessen, specialty food store, or similar establishment.
2. Pedestrian circulation and access to the building entrance shall not be impaired. A minimum of three (3) feet of sidewalk along the curb and leading to the entrance to the establishment must be maintained free of tables, chairs, and other encumbrances.
3. The seating area shall be limited to the same property directly adjacent to the permitted use to which the seating area is accessory and shall not extend into adjoining sites. If adjoining sites both have a seating area, there shall be a divider between them.
4. Tables, chairs, umbrellas, canopies, planters, waste receptacles, and other elements of street furniture shall be compatible with the architectural character of the principal building.
5. Outdoor amplification shall be prohibited except only to play music in compliance with Code of Ordinances, City of Muskegon, Part II, Chapter 26, Article II, Noise, Division I, Generally, Sec. 2634, (a & b) "Playing of radios, musical instruments, etc."
6. The area devoted to outdoor service shall not encroach upon or extend over any public alley or right-of-way without an encroachment agreement with the City of Muskegon.
7. A site plan shall be submitted which clearly depicts the seating area and location and style of tables and chairs, reflecting ample aisles for pedestrian traffic, and dividers, if needed.
8. The outdoor seating area shall not obstruct visibility of on-coming pedestrians

or vehicular traffic, and must adhere to clear visions standards of the Zoning Ordinance.

9. The sale of alcoholic beverages is subject to the rules and regulations of the State of Michigan Liquor Control Commission. An outdoor service permit may be required as part of the site plan approval.
10. All outdoor furnishings shall be completely removed from sidewalk areas December 1 through March 1 of each year.
11. The area devoted to such outdoor dining area shall be maintained in a safe, clean, and sanitary manner.
12. Roof seating shall comply with the building code, and not contain signage.

This ordinance adopted:

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

Nays: None

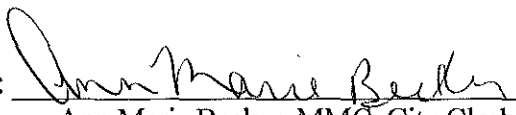
Adoption Date: February 27, 2007

Effective Date: March 13, 2007

First Reading: February 27, 2007

Second Reading: N/A

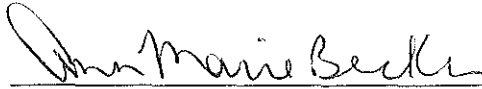
CITY OF MUSKEGON

By: 
Ann Marie Becker, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 27th day of February, 2007, 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: February 27, 2007.



Ann Marie Becker, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

Please take notice that on February 27, 2007, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2308 (Outdoor Seating) of Article XXIII (General Provisions) adding language for outdoor seating.

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

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

Published March 3, 2007.

CITY OF MUSKEGON

By _____
Ann Marie Becker, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

Commission Meeting Date: February 27, 2007

Date: February 20, 2007

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department *CBC*

RE: Environmental Program Mowing and Trash Clean-up Contract

SUMMARY OF REQUEST:

The contract for mowing of lots and trash clean up of public and private properties is currently held by Freelance Enterprises Inc. and will expire on March 29, 2007. Included in this contract was an option to extend for one year, expiring on March 29, 2008. The contractor has indicated he wishes to exercise the one year extension.

FINANCIAL IMPACT:

The 2005 bids came in lower than the amounts paid under the previous contract which resulted in cost savings to the city. Considering the increases in costs the contractor has faced since this bid was accepted, staff expects a new contract would bring with it higher costs.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION:

To approve the one year contract extension with Freelance Enterprises (see attachments), for the mowing of lots and trash removal on properties located within the city.

COMMITTEE RECOMMENDATION: None



FREE LANCE

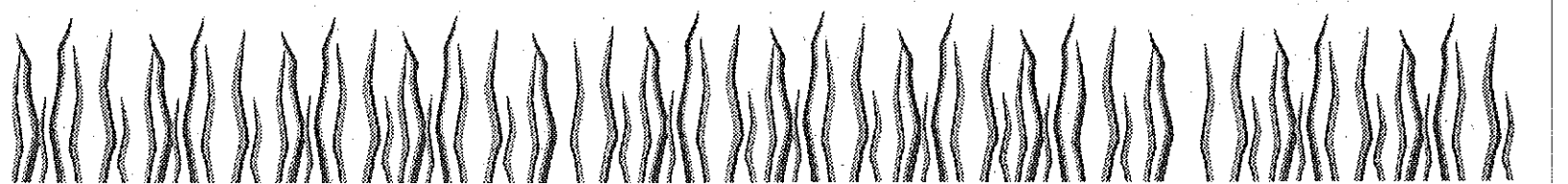
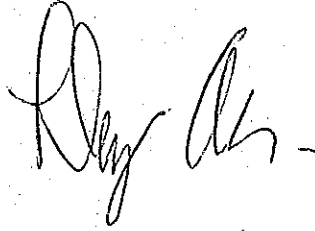
Enterprises, Inc.

Irrigation • Landscaping • Hydroseeding • Commercial & Residential
1385 E. Keating • Muskegon, MI 49442 • Phone: 231.725.0038 • Fax: 231.725.0028

01-29-07

I, Lindsey Ames, president and owner of Freelance Enterprises Inc. would like to exercise my option for renewal of my contract for the 2007 season for trash pick-up and grass mowing and trimming.

Sincerely, Lindsey Ames



CITY OF MUSKEGON CONTRACT FOR SERVICES

This Agreement is effective on this 29th day of March, 2005, between City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49443 ("City"), and, Lindsay Ames, of Freelance Enterprises Inc. ("Contractor"), with reference to the following facts:

Background

- A. City requested bid proposals for yard maintenance and trash clean up of City-owned, State-owned and privately-owned properties located within the City limits of Muskegon, as well as areas including but not limited to railroad and street right-of-ways and terraces.
- B. Contractor submitted a bid proposal for the yard maintenance and trash clean up the City-owned, State-owned and privately-owned properties located within the City limits of Muskegon as listed above.

Therefore, the parties agree as follows:

- 1. **Inclusion of Additional Agreements.** This Agreement includes, but may not be limited to the following:
 - a. Invitations to bid, instructions to bidders and the pre-bid conference with minutes;
 - b. All descriptions of services not included in this Agreement but used in connection with the bidding process;
 - c. The bid proposal and any requirement included with or attached to the bid documents and this Agreement; and
 - d. Any specifications used in connection with this Agreement.

This Agreement, together with the documents described above, constitutes the Agreement between the parties and shall be considered as part of the Agreement as if attached or repeated herein.

In the event that there are inconsistencies within the Agreement, the Contractor shall immediately notify the City, in writing, for a determination, interpretation, clarification and/or prioritization of the inconsistencies.

- 2. **Services.** Contractor shall provide the following services, under the direction and supervision of the City Planning Department, relating to yard maintenance and trash clean up of the above listed properties. Contractor shall perform the services set forth in this contract in a timely, workman-like manner.
 - a. **Mowing.** Contractor shall mow all grass, weeds and brush including mowing around all obstacles, up to three inches (3") in diameter, leaving no ridges of high or uncut grass.

- b. **Trimming/Cutting/ Raking.** Contractor shall trim all bushes and unsightly branches, cut large tree limbs or logs, rake and remove heavy concentrations of yard clippings, small debris and fallen leaves and/or branches. Contractor shall also sweep or blow sidewalk and/or driveways clean of debris.
 - c. **Garbage, debris and waste removal.** Contractor shall pick up and remove all garbage, debris, trash and waste materials, including but not limited to cans, bottles, loose papers, dead tree limbs, grass and bush clippings, abandoned/broken/unused household appliances, furniture, and other like items.
 - d. **Disposal.**
 - i. Contractor shall handle and dispose of Freon according to the applicable State and Federal mandates.
 - ii. Contractor shall ensure the separation and individual disposal of garbage and lawn debris.
 - iii. All garbage, debris, trash, waste materials, grass, weeds, brush, appliances, furniture and other items removed from each site shall be transported by the Contractor for disposal to a location predetermined by City.
 - e. **Photographs.** Contractor shall photograph each job site prior to and after completion. The photographs will indicate each job site address and/or location to ensure proper identification of the location and/or property. The photographs shall also indicate the date the picture was taken. All film and processing costs associated with this service shall be the sole responsibility of the Contractor.
 - f. **Record Keeping.** Contractor agrees to keep proper records of all work performed on behalf of City.
 - g. **Other.** Contractor may be required to perform other related work as deemed necessary by the City Planning Department.
3. **Equipment.** Contractor shall furnish or supply all the equipment and labor necessary to carry out its obligations under this Agreement. The equipment and labor includes but is not limited to: general labor, technical personnel, machinery, tools, transportation, fuel, and all other such materials. All equipment must meet the safety standards as required by MIOSHA.
- a. **Inspection.** City or its designated agents shall inspect for safety, appearance and sanitation, all equipment used by Contractor to carry out its obligations under this Agreement. All vehicles used in the transport of garbage, trash and other waste must be police safety inspected. City may refuse Contractor the right to utilize any equipment that is deemed to be unsafe, unsanitary or of an unsightly appearance based on that inspection. In that event, Contractor shall repair, replace or restore the equipment to a suitable condition as soon as reasonably possible.
 - b. **Required Equipment.**

- i. Two (2) trucks.
 - ii. Two (2) truck trailers. Minimum size: 10 yards with a 4,000 lb. capacity.
 - iii. Four (4) tractors. Must have a brush hog type mower or flail type mower with a mower deck of a minimum five feet (5') diameter.
 - iv. Power trimmers.
 - v. Chain saws.
 - vi. Lawn mowers.
 - vii. Hand Tools, including rakes, brooms, shovels, pitch forks, and other tools as deemed appropriate for the job site.
 - viii. Lawn edger blowers. One per team or work crew.
 - ix. Digital Cameras. Minimum 3 megapixel resolution with automatic dating capacity.
 - x. CD-R compact discs for the transfer of digital images.
 - xi. Personal computer with ability to record photo images to CD-R compact discs.
- c. **Method of Transport.** Contractor agrees to haul tractors, mowers and other equipment to the job location, unless otherwise approved by City.
4. **Expenses.** Contractor shall be responsible to pay for all expenses incurred by Contractor related to the performance of its duties under this Agreement and for all compensation owed to its workers and/or subcontractors.
5. **Contract Price.** City agrees to pay Contractor, in full consideration for the complete performance of Contractor's obligations under this Agreement, the amount set forth in the Contractor's bid proposal and documents described in paragraph 1.
6. **Assignments.** Work assignments are determined on an as needed basis.
7. **Contractor Work Crew.**
- a. **Number.** Each work crew shall consist of two (2) persons per assignment, unless otherwise approved by the City. City reserves the right to limit the size of work crews at any time.
 - b. **City Representatives.** City may assign one or more persons to the job site as its Representative(s). The City Representative(s) may supervise work crews in their performance at the job site, and may instruct the work crews as to what tasks must be performed.
8. **Schedule.**
- a. Work schedules shall be completed by City on a daily or as needed basis.
 - b. Provisions shall be made, at Contractor's expense, for contacting the Contractor on short notice or in an emergency situation by any the following methods:
 - i. Telephone;
 - ii. Cellular Telephone; or

- iii. Beeper.

9. **Work Orders.**

- a. **Distribution.** Work orders will be distributed to the Contractor at a location designated by the City.
- b. **Completion.** All jobs listed in a work order must be completed within five (5) working days following receipt of the work order by Contractor. Time extensions may be permitted for inclement weather and similar restricting circumstances, as determined by the City. All completed work orders shall be returned to the City by 8:00 a.m. the following work day after the work is completed.

10. **Payment.**

- a. **Form.**
 - i. Requests for payment shall be submitted on a form prepared and approved by the City;
 - ii. Requests shall include a list of job numbers with the corresponding cost of each job;
 - iii. Requests shall be on a per-quarter hour basis; total time per job to be agreed to by the Contractor and City Representative.
 - iv. Requests for work completed that were not performed in compliance with subsection 9(b) may not be compensated.
 - v. Inadvertent payment made to the Contractor for work not performed in compliance with the terms of this contract, or for any other reason, will be deducted by the City from subsequent payments.
- b. **Frequency.** Requests for payment shall be made monthly and payment will be made on the second and fourth Friday of each month.
- c. **Travel Time.** Travel time shall be charged by Contractor as follows:
 - i. Time may be charged for travel from a completed job site to another job site. Travel time shall be shown on a voucher completed for the destination site.
 - ii. Time may be charged for travel to and from a disposal site with a full load of garbage, trash, waste and other items. Travel time shall be indicated on a dump voucher or slip.
 - iii. Travel time shall only be compensated for direct and logical routes.
 - iv. All vouchers, bills, slips and pictures pertaining to a work order or a job site shall be submitted to the City at the same time.
 - v. Requests for payment that are submitted without the proper documentation, including but not limited to vouchers, bills, slips and pictures will not be accepted until such time all such items are submitted.

11. **Specific Reservations.**

- a. City reserves the right to have Contractor bag or remove debris and/or trash from the property and place the same on the terrace at the property for removal by the City refuse contractor.
- b. City reserves the right to have the City refuse contractor clean up the debris and/or trash left on the terrace at a work site property on an as needed basis.
- c. City reserves the right to use volunteers, court ordered public service workers and/or prisoners in lieu of Contractor's services for any work indicated throughout this Agreement.

12. **Terms and Termination.**

- a. This Agreement shall be effective on March 29th, 2005, and shall remain in full force and effect until March 29th, 2007, with an annual extension option through March 29th, 2008.
- b. This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice to the other party.

13. **Commencement and Damages.**

- a. **Commencement.** Contractor shall commence work no later than the time set forth in the Agreement.
- b. **Damages.** In the event that Contractor fails to commence performance at the specified time and is in default of the Agreement, Contractor shall pay to the City the sum of \$200 for each and every calendar day that the Contractor is in default. The amount of damages shall not be construed as a penalty, but to ensure the City's ability to provide substituted services and costs associated with that default. Damages shall be determined by the City after investigation by the City. Damages shall be deducted from payment.
- c. **Violations.** Following Contractor's commencement of performance of this Agreement, City shall notify Contractor of each violation of the Agreement reported to City. It shall be the duty of Contractor to remedy the cause of the complaint. Failure of Contractor to take remedial measures shall be considered a breach of the Agreement, and for the purpose of computing damages under the provisions of this section, it is agreed that City may deduct from payments due or to become due to Contractor the City's cost to remedy or substitute performance.

Failure to perform pursuant to this Agreement for a period in excess of three (3) consecutive, scheduled, working days, or failure for a similar period, to perform in the manner required, and provided such failure is not a result of war, insurrection, riots, or acts of God, the City may, at its option and after written notice to Contractor, utilize any or all of Contractor's equipment used in performance of this Agreement until such time the matter is resolved and the Contractor is performing under the terms of the Agreement.

Any and all expenses incurred by City during such time may be deducted from payments due or to become due to Contractor.

Should Contractor be unable to resume performance at the close of ten (10) calendar days, all liability of the City under this Agreement shall cease and City shall be free to negotiate with other contractors for the performance of work. Any contract thereby entered into with another contractor shall not release Contractor from liability to City for breach of this Agreement.

- d. **Appeal.** The City's determination shall be final and binding on both parties, unless appealed, in writing to the City Manager or his designee within ten (10) working days after notice. The City Manager or his designee shall grant Contractor an informal hearing upon such request. The decision of the City Manager shall be final and binding.
- e. **Waiver.** City may waive all or any portion of damages without prejudicing its rights under this Agreement.

14. **Insurance and Indemnity.**

- a. **Hold Harmless Agreements.** To the fullest extent permitted by law, Contractor agrees to defend, pay in behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, arising out of or in any way connected or associated with this contract. The obligation to defend and hold harmless extends to City's employees, agents, subcontractors, assigns and successors.
- b. **City Insurance Requirement.** Contractor shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to City.
- c. **Workers' Compensation Insurance.** Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **Vehicle Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Vehicle Liability Insurance, in accordance with all applicable Statutes of the State of Michigan.
- e. **Commercial General Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions

or equivalent; (E) Deletion of all Explosion, Collapse and Underground (SCU) exclusions, if applicable.

- f. **Additional Insured.** Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The City, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. The endorsement adding the City as additional insured shall read exactly as follows: "The City of Muskegon is hereby added as an additional insured..."
- g. **Cancellation Notice.** Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON PLANNING DEPARTMENT.
- h. **Proof of Insurance Coverage.** Contractor shall provide the City at the time the contracts are returned for execution, certificates and policies endorsing the City as additional insured as listed below:
 - i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, if applicable;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and
 - iii. If so requested, Certified Copies of all policies mentioned above will be furnished.
- i. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date.
- 15. **Income Tax Withholding.** Contractor shall withhold income taxes from each employee who is subject to such withholding, and pay such tax in accordance with the City of Muskegon Income Tax Ordinance and all applicable laws associated with that ordinance. Contractor shall require the same from each subcontractor, consultant or vendor used in the performance of his duties and obligations in this Agreement. City reserves the right to withhold payments otherwise due to Contractor to assure compliance with this Agreement or to cure such noncompliance.
- 16. **General Provisions.**
 - a. **Notices.** Any notice that either party may give or is required to give under this Agreement shall be in writing, and, if mailed, shall be effective on the day it is delivered to the other party at the other party's address set forth in this Agreement

or at any other address that the other party provides in writing. Notices given in person are effective on the day they are given.

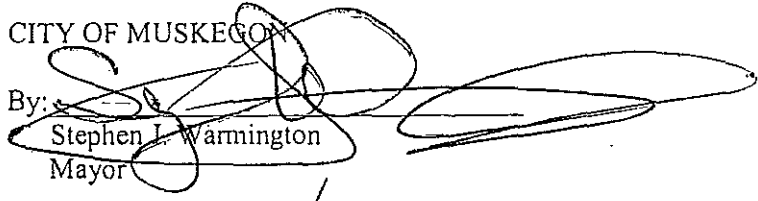
- b. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.
- c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights and obligations contained in this Agreement without the express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.
- d. **Entire Agreement.** This Agreement shall constitute the entire agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into, by, and between the parties with respect to the subject matter of this Agreement, and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.
- e. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, permitted successors, and assigns.
- f. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.
- g. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.
- h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.
- i. **Survival.** All representations, warranties, and covenants in this Agreement shall survive the signing of this Agreement.

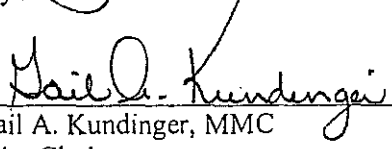
City and Contractor have executed this Agreement on the date written next to their signatures to be effective according to the term(s) stated in this document.

Date: 3-31, 2005

City -

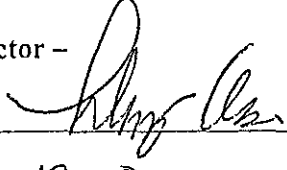
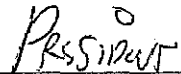
CITY OF MUSKEGON

By: 
Stephen L. Warmington
Mayor

And: 
Gail A. Kunding, MMC
City Clerk

Date: 03-25, 2005

Contractor -

By: 
Its: 
President

Date: February 27, 2007
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Public Hearing
Create Special Assessment District for:
KNOLLWOOD CT., BEACH ST. TO END

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment for the **Knollwood Ct., Beach St. to End paving project**, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project.

Furthermore, please keep in mind that the proposed special assessment district is a benefit based special assessment since, according to the City's assessor; the benefit received is equal among all thirteen (13) properties abutting the street.

FINANCIAL IMPACT:

None at this time.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To create the special assessment district and assign two City Commissioners to the Board of Assessors by adopting the attached resolution

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2007-20 (a)

Resolution At First Hearing Creating Special Assessment District
For **Knollwood Ct., Beach St. to End**
Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 27, 2007** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **February 27, 2007** there were 23.08 % objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all assessable expenses and determines them to be reasonable.
2. The City Commission has considered the value of the property to be assessed and the value of the benefit to be received by each property proposed to be assessed in the district after the improvements have been made. The City Commission determines that the assessments of costs of the City project will enhance the value of the properties to be assessed in an amount at least equivalent to the assessment and that the improvement thereby constitutes a benefit to the property.

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include the property set forth in Exhibit A attached to this resolution.
2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.
3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Davis and Warmington and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon a **benefit basis of an approximate 76' per parcel.**

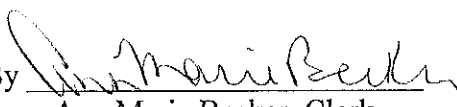
4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **35.52%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

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

Nays Davis

CITY OF MUSKEGON

By 
Ann Marie Becker, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 27, 2007**. 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

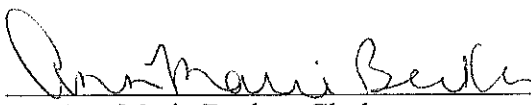
By 
Ann Marie Becker, Clerk

EXHIBIT A

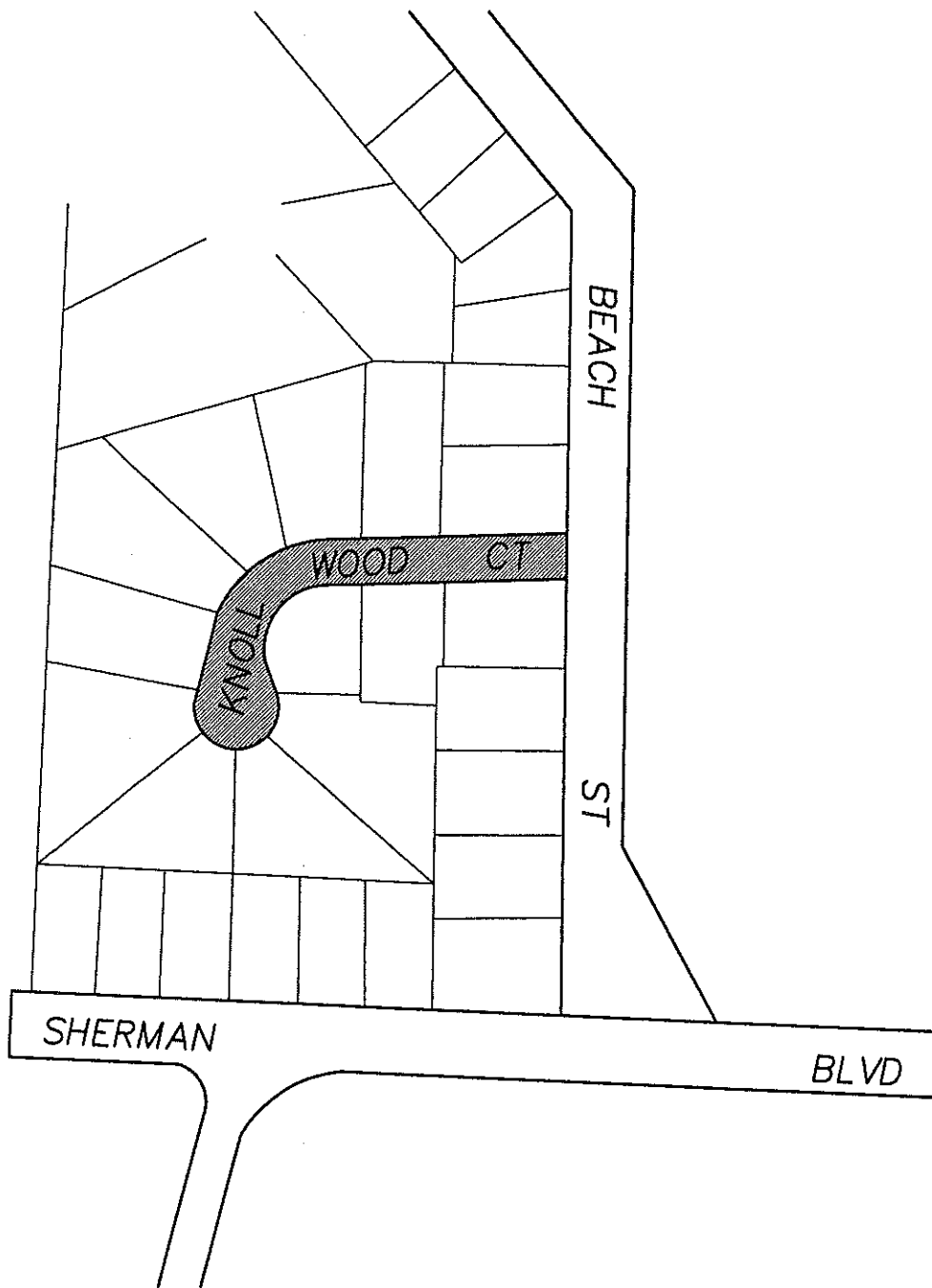
Knollwood Ct., Beach St. to End

SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of Knollwood Ct. between Beach St. & End

EXHIBIT "A"

SPECIAL ASSESSMENT DISTRICT



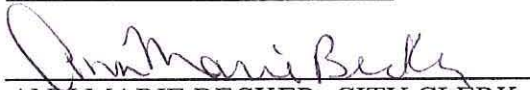
AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

Knollwood Court, Beach St. to End

THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 16th DAY OF FEBRUARY, 2007.


ANN MARIE BECKER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
19th DAY OF February, 2007.


NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES 9-25-2012

CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
SPECIAL ASSESSMENT DISTRICT

IN AN EFFORT TOWARDS NEIGHBORHOOD IMPROVEMENT, the Muskegon City Commission is proposing that a special assessment district be created for the following project:

KNOLLWOOD CT., BEACH ST. TO END

The specific location of the special assessment district and the properties proposed to be assessed is:

All parcels abutting Knollwood Ct., from Beach St. to End

The City Commission proposes that the City and property owners by means of special assessment will share the cost of improvement. You may examine preliminary plans and cost estimates in the City Hall's Engineering Department during regular business hours - between 8:00 A.M. and 5:00 P.M. on weekdays, except holidays.

PLEASE TAKE NOTICE: A PUBLIC HEARING WILL BE HELD IN THE MUSKEGON CITY COMMISSION CHAMBERS ON **FEBRUARY 27, 2007 AT 5:30 O'CLOCK P.M**

PLEASE UNDERSTAND THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED (AT A LATER HEARING) YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE ROLL'S CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING OR AT THE HEARING CONFIRMING THE ROLL, EITHER IN PERSON, BY YOUR AGENT OR REPRESENTATIVE, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

By City Charter, if the owners of more than one-half of the properties to be assessed shall object to the assessment in writing at or before the hearing, the improvement shall not be made unless the City Commission determines by affirmative vote of all its members that the safety or health of the public necessitates the improvement.

PUBLISH: **February 17, 2007**

Ann Marie Becker, City Clerk

ADA POLICY

The City will provide necessary appropriate auxiliary aids and services, for example, signers for the hearing impaired, audiotapes for the visually impaired, etc., for disabled persons who want to attend the meeting, upon twenty-four hours notice to the City. Contact:

Ann Marie Becker, City Clerk
933 Terrace Street, Muskegon, MI 49440
(231) 724-6705 or TDD (231) 724-6773

ENGINEERING FEASIBILITY STUDY

For

KNOLLWOOD CT., BEACH ST. TO END

The proposed reconstruction of Knollwood, Beach to end was initiated by a petition received from property owners abutting that section of roadway due to the conditions it's in. The proposed reconstruction, we feel, is the only valid option for that section of road since the conditions have deteriorated well beyond a milling & resurfacing option. The proposed improvements consist of removal of what is left of the pavement and reconstruct using a rolled curb & gutter.

A memo from the Assessor's office, which addresses the appraisal and benefit information is attached.

The preliminary cost estimate for the work associated with paving is approximately \$89,000 with the length of the project being approximate 500 lineal feet or 988' of assessable front footage. This translates into an estimated improvement cost of \$90 per assessable foot. The assessment figure will be at a cost not to exceed \$32.00 per front foot.

While the preliminary proposed assessment rate on the resolution is 35.52%, the actual rate, upon completion of the project and at the time of spreading, will be limited to the 25% of total cost as amended in the special assessment policy.

February 16, 2007

OWNERS NAME

OWNERS ADDRESS

OWNERS CITY , OWNERS STATE, OWNERS ZIPCODE 1

The City of Muskegon is asking for your support for improvement of the street adjoining your property located at PROPERTY ADDRESS.

The City of Muskegon believes that by making the proposed street improvements you will have less road noise, dust, and wear and tear on your vehicle. In addition, street improvements provide easier access for delivery of services such as snow plowing, mail delivery, and bus service.

Called a special assessment district, the largest percentage of the proposed street improvement will be paid for by the City of Muskegon (via local funds and or grants); however, it will be necessary for you to cover a share of the cost (which you can spread over a period of ten years) based on the amount of property you own bordering the street. A description of the project, including the associated cost to you and the City, is located in the documents attached to this letter.

While the City of Muskegon believes that the proposed improvements will result in a safer and cleaner street while adding curb appeal to your property, you do have the right to ask further questions or protest participation in this particular project. Please carefully review the enclosed materials and call the City's Engineering Department at 724-6707 if you require more information.

A public hearing is also scheduled for this project on FEBRUARY 27, 2007. If you attend this public hearing you will be given an opportunity to make comments on the proposed special assessment district to the commission.

Also located in this packet of materials is a Special Assessment Hearing Response Card. If mailed back to the City of Muskegon City Clerk's Office before the scheduled public hearing your vote will be added to the tabulation of votes during the public hearing. If you do not send in this form your vote counts as "in favor" of the project.

Thank you for your participation in improving the quality of life in the Muskegon community.

February 16, 2007

OWNERS NAME

OWNERS ADDRESS

OWNERS CITY, OWNERS STATE OWNERS ZIPCODE 1

Parcel Number 24-XXX-XXX-XXXX-XX: at PROPERTY ADDRESS & STREET

NOTICE OF HEARING ON SPECIAL ASSESSMENT

Dear Property Owner:

The Muskegon City Commission is considering whether or not to create a special assessment district which would assess your property for the following paving project:

KNOLLWOOD COURT, BEACH STREET TO END

The proposed special assessment district will be located as follows:

All parcels abutting Knollwood Court from Beach Street. to End

It is proposed that a portion of the above improvement will be paid by special assessment against properties in the aforementioned district. Following are conditions of the proposed special assessment which are important to you.

Public Hearings

An initial public hearing to consider the creation of a special assessment district will be held at the City of Muskegon City Commission Chambers on FEBRUARY 27, 2007 at 5:30 P.M. You are encouraged to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the proposed special assessment. We are enclosing a Hearing Response Card for you to indicate your agreement or opposition to the special assessment. This card includes the property identification and description, assessable footage per City policy, and the estimated cost of the assessment. You may also appear, as above, in lieu of, or in addition to mailing your response card to the City Clerk. Written objections or appearances must be made at or prior to the hearing. NOTE: THE SPECIAL ASSESSMENT WILL BE CREATED OR NULLIFIED AT THIS HEARING. IT IS IMPORTANT FOR YOU TO COMMENT AT THIS HEARING IF YOU WANT YOUR OPINION COUNTED FOR THE SPECIAL ASSESSMENT.

A second public hearing will be held, if the district is created, to confirm the special assessment roll after the project is completed. You will be mailed a separate notice for the second hearing. At this second hearing the special assessment costs will be spread on the affected properties accordingly. YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT AMOUNT AGAINST YOUR PARCEL EITHER IN WRITING OR IN PERSON AT THIS HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED AT THE SECOND HEARING, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THE INITIAL HEARING OR AT THE SECOND HEARING CONFIRMING THE ROLL, EITHER IN PERSON, BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

By City Charter, if the owners of more than one-half of the properties to be assessed shall object to the assessment in writing at or before the hearing, the improvement shall not be made unless the City Commission determines by affirmative vote of all its members that the safety or health of the public necessitates the improvement.

Estimated Costs

The total estimated cost of the street portion of the project is \$89,000.00 of which approximately 35.52% (\$31,616.00) will be paid by special assessment to property owners. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

The street assessment, which covers improvements to the roadway, may be paid in installments over a period of up to ten (10) years. Any work on drive approaches or sidewalks will be assessed to the property at actual contract prices and these costs may also be paid in installments over ten (10) years. Please note this work is in addition to the street special assessment.

Please refer to the enclosed sheet entitled Special Assessment Payment Options for more information on the payment options and financial assistance programs available.

I urge you to return the enclosed hearing response card indicating your preference and to attend the scheduled public hearing. Your views are important to the City and to your neighbors. Additional information, including preliminary project plans and cost estimates is available in the Engineering Department located on the second floor of City Hall. Regular business hours are from 8:00 A.M. to 5:00 P.M. Monday through Friday except holidays.

Sincerely,

Mohammed Al-Shatel, P.E.
City Engineer

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By FEBRUARY 27. 2007

Project Title: KNOLLWOOD COURT,BEACH STREET TO END
Project Description RECONSTRUCTION

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT

Assessment Information

Property Address:	PROPERTY ADDRESS & STREET
Parcel Number	24-XXX-XXX-XXXX-XX
Assessable Frontage:	76 Feet " BENEFIT ANALYSIS BASED "
Estimated Front Foot Cost:	\$32.00 per Foot
ESTIMATED TOTAL COST	\$2,432.00

Property Description

CITY OF MUSKEGON BEACHWOOD SUB # 2 LOT 124

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☐

Owner	_____	CoOwner/Spouse	_____
Signature	_____	Signature	_____
Address	_____	Address	_____

Thank you for taking the time to vote on this important issue.

OWNERS NAME

CITY OF MUSKEGON
KNOLLWOOD COURT, BEACH STREET TO END H 1625
CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT

HOUSEHOLD INFORMATION

Name: _____ Birthdate: _____ Social Security # _____ - _____ - _____

Spouse: _____ Birthdate: _____ Social Security # _____ - _____ - _____

Address: _____ Phone: _____ Race: _____

Parcel # _____ Owner/Spouse Legally Handicapped Or Disabled? () Yes () No

(Please refer to your assessment letter for this information)

Number Living in Household: _____ List information for household members besides owner/spouse here.

Name _____ Birthdate _____ Social Security # _____ - _____ - _____

Name _____ Birthdate _____ Social Security # _____ - _____ - _____

Name _____ Birthdate _____ Social Security # _____ - _____ - _____

Name _____ Birthdate _____ Social Security # _____ - _____ - _____

INCOME INFORMATION

ANNUAL Household Income: \$ _____ **Wage earner:** _____

(Must include all household income)

_____ **Wage earner:** _____

_____ **Wage earner:** _____

_____ **Wage earner:** _____

Total: \$ _____

PROPERTY INFORMATION

Proof Of Ownership: () Deed () Mortgage () Land Contract

Homeowner's Insurance Co: _____ **Expiration Date:** _____

Property Taxes: () Current () Delinquent Year(s) Due _____

(Property taxes must be current to qualify and will be verified by CDBG staff)

OWNER'S SIGNATURE

Owner's Signature: _____ **Date:** _____

By signing this application, the applicant verifies he/she **owns and occupies** the dwelling. The Applicant/Owner certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Applicant/Owner's knowledge and belief. The property owner's signature will be required prior to the application being processed. **NO APPLICATION WILL BE ACCEPTED AFTER CONFIRMATION**

FOR OFFICE USE ONLY

APPROVED () DENIED () DATE _____ CENSUS TRACT NO. _____

SIGNATURE _____ TITLE _____

COMMENTS/REMARKS _____

****ATTENTION APPLICANT****

Please see reverse side for instructions on providing proof of income, ownership, and property insurance.

CITY OF MUSKEGON
KNOLLWOOD COURT, BEACH STREET. TO END H 1625
CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT

Note: You may receive this application several times – If you have already applied, please discard.

Dear Resident:

The City of Muskegon has selected your neighborhood and your property for its comprehensive sidewalk replacement program. City ordinances require that property owners be responsible for the repair/replacement of damaged or unsafe sidewalks adjoining their properties. To assist homeowners, who may have difficulty paying the cost of sidewalk repairs, the City offers assessment waivers through the Community Development Block Grant (CDBG) Program for eligible households and families. If you meet the CDBG program qualifications, the City may pay the street assessment for you **to the extent that funds are available.**

Application Requirements:

- ✓ **Applicants must submit proof that their total household income does not exceed 65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2006, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

2006	
65% MEDIAN HOUSEHOLD INCOME CHART	
FAMILY SIZE	INCOME LIMIT
1	\$28,275
2	32,285
3	36,295
4	40,410
5	43,530
6	46,800
7	50,050
8	53,300
For each extra, add	3,250

- ✓ **Applicants must submit proof that they both own and occupy property at the time of application;** Land Contract purchasers must obtain approval of titleholder prior to receiving assistance. Proof of ownership should be a deed, mortgage, or land contract; proof of occupancy can be a copy of a driver's license or other official document showing both your name and address.
- ✓ **Applicants must submit proof of current property insurance.**

Please complete the first four (4) sections of the application on the reverse side of this notice, and return it, along with supporting documentation, to:

City of Muskegon
Community & Neighborhood Services
933 Terrace Street, 2nd Floor
Muskegon, MI 49440

For further information, please contact this office by calling 724-6717, weekdays from 8:30 a.m. and 5:00 p.m.

The City reserves the right to verify all application information. If current owner sells the home prior to the special assessment confirmation, the application is no longer valid. The City also reserves the right to reject any applications that contains falsified information or insufficient documentation. The City must complete the sidewalks. Costs incurred from repairs done by you or a private contractor

PETITION FOR PAVING

To the City Commission:

We, the undersigned property owners abutting on Knollwood CT
Street, and comprising a majority of the property ownership, petition your Honorable Body to
pave Knollwood CT between Beach
and Sherman and in consideration of the benefits to be derived from
the above mentioned improvement do hereby consent to such paving and hereby agree that the proportionate
costs thereof be assessed against my property as a special assessment and agree to pay for the same.
Petition circulated by

(Name) Jack McPherson (Address) 3046 Knollwood CT

Note:: Where property is being purchased on contract, both parties must sign.

NAME	PROPERTY ADDRESS	LOT	BLOCK	PROPERTY FRONT FRONTAGE
<u>Jeanne Gray</u>	<u>3076 Knollwood</u>			<u>43.36</u>
<u>Jack McPherson</u>	<u>3046 Knollwood CT</u>			<u>53.6</u>
<u>Colleen Meyers</u>	<u>3024 Knollwood</u>			<u>80</u>
<u>John A. Pietsch</u>	<u>3077 Knollwood</u>			<u>43.36</u>
<u>Helen Louise Haas</u>	<u>3087 Knollwood Ct.</u>			<u>40.36</u>
<u>Walter J. Sculley</u>	<u>3086 Knollwood Ct</u>			<u>43.36</u>
<u>Robert G. Andrus</u>	<u>3065 Knollwood</u>			<u>95.55</u>
<u>Bill Jensen</u>	<u>3066 Knollwood</u>			<u>81</u>

The below addresses
are summer
homes

3056 Knollwood CT

3016 Knollwood CT

3025 Knollwood CT

homesteaded ??

SPECIAL ASSESSMENT

H 1625

RECONSTRUCTION

HEARING DATE

FEBRUARY 27, 2007

KNOLLWOOD COURT, BEACH STREET TO END

1	JOHNSON DARWIN/DOROTHY E	ASSESSABLE FEET:	76
24-152-000-0124-00	1326 SCHIEDLER DR	COST PER FOOT:	\$32.00
@ 3016 KNOLLWOOD C	BATAVIA IL 60510	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>
2	TEJCHMA COLLEEN M	ASSESSABLE FEET:	76
24-152-000-0125-00	3024 KNOLLWOOD CT	COST PER FOOT:	\$32.00
@ 3024 KNOLLWOOD C	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>
3	BALDAS PETER	ASSESSABLE FEET:	76
24-152-000-0126-00	3036 KNOLLWOOD CT	COST PER FOOT:	\$32.00
@ 3036 KNOLLWOOD C	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>
4	MCPHERSON JACK	ASSESSABLE FEET:	76
24-152-000-0127-00	3046 KNOLLWOOD CT	COST PER FOOT:	\$32.00
@ 3046 KNOLLWOOD C	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>
5	MILAS CAROLINE H TRUST	ASSESSABLE FEET:	76
24-152-000-0128-00	3056 KNOLLWOOD CT	COST PER FOOT:	\$32.00
@ 3056 KNOLLWOOD C	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>
6	FUNK TRUST	ASSESSABLE FEET:	76
24-152-000-0129-00	3066 KNOLLWOOD CT	COST PER FOOT:	\$32.00
@ 3066 KNOLLWOOD C	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>
7	GRAY JEANNE C TRUST	ASSESSABLE FEET:	76
24-152-000-0130-00	3076 KNOLLWOOD CT	COST PER FOOT:	\$32.00
@ 3076 KNOLLWOOD C	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>

RECONSTRUCTION

HEARING DATE

FEBRUARY 27, 2007

KNOLLWOOD COURT, BEACH STREET TO END

8	SCULLEY CLEO J	ASSESSABLE FEET:	76
24-152-000-0131-00	3086 KNOLLWOOD CT	COST PER FOOT:	\$32.00
@ 3086 KNOLLWOOD C	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>

9	HAAS DONALD E	ASSESSABLE FEET:	76
24-152-000-0132-00	3087 KNOLLWOOD CT	COST PER FOOT:	\$32.00
@ 3087 KNOLLWOOD C	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>

10	PIETSCH JOHN A	ASSESSABLE FEET:	76
24-152-000-0133-00	3077 KNOLLWOOD CT	COST PER FOOT:	\$32.00
@ 3077 KNOLLWOOD C	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>

11	ANDRES ROBERT J/PAMELA S	ASSESSABLE FEET:	76
24-152-000-0134-00	3065 KNOLLWOOD CT	COST PER FOOT:	\$32.00
@ 3065 KNOLLWOOD C	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>

12	MATTESON CHRIS/SANDRA	ASSESSABLE FEET:	76
24-152-000-0135-00	3025 KNOLLWOOD CT	COST PER FOOT:	\$32.00
@ 3025 KNOLLWOOD C	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>

13	SCHULTZ LINDA	ASSESSABLE FEET:	76
24-152-000-0136-00	2877 BEACH ST	COST PER FOOT:	\$32.00
@ 2877 BEACH ST	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$2,432.00</u>

SUM OF ASSESSABLE FOOTAGE	<u>988.00</u>	<u>SUM OF ESTIMATED P.O. COST:</u>	<u>\$31,616.00</u>
TOTAL NUMBER OF ASSESSABLE PARCELS	13.00		

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By **FEBRUARY 27, 2007**

Project Title: **KNOLLWOOD COURT, BEACH STREET TO END**

Project Description **RECONSTRUCTION**

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: **2877 BEACH ST**

Parcel Number **24-152-000-0136-00**

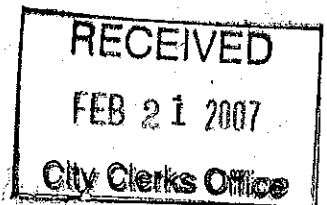
Assessable Frontage: **76** Feet **" BENEFIT ANALYSIS BASED "**

Estimated Front Foot Cost: **\$32.00** per Foot

ESTIMATED TOTAL COST \$2,432.00

Property Description

CITY OF MUSKEGON BEACHWOOD SUB # 2 LOT 136 EX W 6 FT THEREOF



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Linda S. Schultz

CoOwner/Spouse

Signature

Linda S. Schultz

Signature

Address

2877 Beach St

Address

Thank you for taking the time to vote on this important issue.

SCHULTZ LINDA

13

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By **FEBRUARY 27, 2007**

Project Title: **KNOLLWOOD COURT, BEACH STREET TO END**

Project Description **RECONSTRUCTION**

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address:	3016 KNOLLWOOD CT
Parcel Number	24-152-000-0124-00
Assessable Frontage:	76 Feet " BENEFIT ANALYSIS BASED "
Estimated Front Foot Cost:	\$32.00 per Foot
ESTIMATED TOTAL COST	\$2,432.00

Property Description

CITY OF MUSKEGON BEACHWOOD SUB # 2 LOT 124

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

Darwin Johnson

Co-Owner/Spouse

Dorothy Johnson

Signature

Darwin Johnson

Signature

Dorothy Johnson

Address

3016 Knollwood Ct

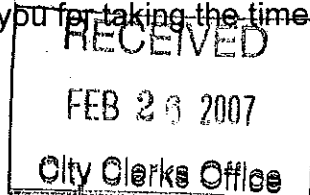
Address

3016 Knollwood Ct

Thank you for taking the time to vote on this important issue.

JOHNSON DARWIN/DOROTHY ET AL

1



SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By **FEBRUARY 27, 2007**

Project Title: **KNOLLWOOD COURT, BEACH STREET TO END**

Project Description **RECONSTRUCTION**

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address:	3056 KNOLLWOOD CT
Parcel Number	24-152-000-0128-00
Assessable Frontage:	76 Feet " BENEFIT ANALYSIS BASED "
Estimated Front Foot Cost:	\$32.00 per Foot
ESTIMATED TOTAL COST	\$2,432.00

Property Description

CITY OF MUSKEGON BEACHWOOD SUB # 2 LOT 128

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



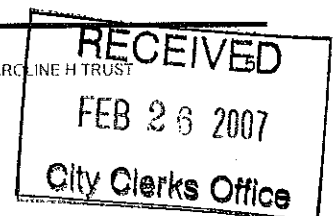
I AM OPPOSED



Owner	<u>CAROLINE H. MILAS</u>	CoOwner/Spouse	_____
Signature	<u>Caroline H Milas</u>	Signature	_____
Address	<u>3056 Knollwood CT</u>	Address	_____

Thank you for taking the time to vote on this important issue.

MILAS CAROLINE H TRUST



SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By **FEBRUARY 27, 2007**

Project Title: **KNOLLWOOD COURT, BEACH STREET TO END**
Project Description **RECONSTRUCTION**

INSTRUCTIONS

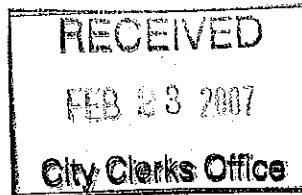
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Assessment Information

Property Address: **3076 KNOLLWOOD CT**
Parcel Number **24-152-000-0130-00**
Assessable Frontage: **76** Feet **" BENEFIT ANALYSIS BASED "**
Estimated Front Foot Cost: **\$32.00** per Foot
ESTIMATED TOTAL COST \$2,432.00

Property Description

CITY OF MUSKEGON BEACHWOOD SUB # 2 LOT 130



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

JEANNE GRAY

CoOwner/Spouse

Signature

Jeanne Gray

Signature

Address

3076 KNOLLWOOD

Address

Thank you for taking the time to vote on this important issue.

GRAY JEANNE C TRUST

7

Rolled curb

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By **FEBRUARY 27, 2007**

Project Title: **KNOLLWOOD COURT, BEACH STREET TO END**

Project Description **RECONSTRUCTION**

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: **3046 KNOLLWOOD CT**
Parcel Number **24-152-000-0127-00**
Assessable Frontage: **76** Feet " **BENEFIT ANALYSIS BASED "**

Estimated Front Foot Cost: **\$32.00** per Foot

ESTIMATED TOTAL COST

\$2,432.00

Property Description

CITY OF MUSKEGON BEACHWOOD SUB # 2 LOT 127

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paying Project.

I AM IN FAVOR



I AM OPPOSED



Owner Jack McPherson

CoOwner/Spouse _____

Signature Jack McPherson

Signature _____

Address 3046 Knollwood Court

Address _____

Thank you for taking the time to vote on this important issue.

MCPHERSON JACK

4

Roller Curb

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By FEBRUARY 27, 2007

Project Title: KNOLLWOOD COURT, BEACH STREET TO END
Project Description RECONSTRUCTION

INSTRUCTIONS

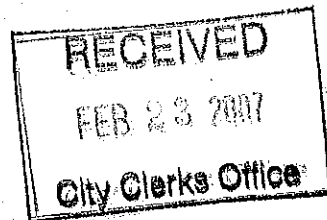
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Assessment Information

Property Address: 3065 KNOLLWOOD CT
Parcel Number 24-152-000-0134-00
Assessable Frontage: 76 Feet " BENEFIT ANALYSIS BASED "
Estimated Front Foot Cost: \$32.00 per Foot
ESTIMATED TOTAL COST \$2,432.00

Property Description

CITY OF MUSKEGON BEACHWOOD SUB # 2 LOT 134



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner Robert J. Andres Co Owner/Spouse

Pamela S. Andres

Signature Robert J. Andres

Signature Pamela S. Andres

Address 3065 Knollwood Ct

Address 3065 Knollwood Ct

Thank you for taking the time to vote on this important issue.

ANDRES ROBERT J/PAMELA S

11

In favor, with estimated total cost

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By **FEBRUARY 27, 2007**

Project Title: **KNOLLWOOD COURT, BEACH STREET TO END**

Project Description **RECONSTRUCTION**

INSTRUCTIONS

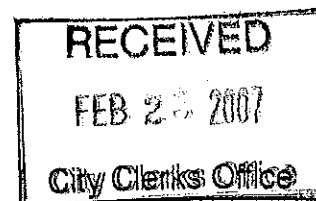
If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address:	3086 KNOLLWOOD CT
Parcel Number	24-152-000-0131-00
Assessable Frontage:	76 Feet " BENEFIT ANALYSIS BASED "
Estimated Front Foot Cost:	\$32.00 per Foot
ESTIMATED TOTAL COST	\$2,432.00

Property Description

CITY OF MUSKOGON BEACHWOOD SUB # 2 LOT 131



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner T. Leo J. Sculley CoOwner/Spouse _____

Signature T. Leo J. Sculley Signature _____

Address 3086 Knollwood Ct Address _____

Thank you for taking the time to vote on this important issue.

SCULLEY CLEO J

H-1625 KNOLLWOOD COURT, BEACH ST. TO END

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

	FEET	PERCENTAGE	TOTAL NUMBER OF PARCELS - 13									
			FOR					OPPOSE				
			LETTER#	ST#	ST NAME	PARCEL#	FEET	LETTER#	ST#	ST NAME	PARCEL#	FEET
TOTAL ASSESSABLE FRONT FOOTAGE	988.00 ***		4	3046	KNOLLWOOD	24-152-000-0127-00	76.00	13	2877	BEACH	24-152-000-0136-00	76.00
			7	3076	KNOLLWOOD	24-152-000-0130-00	76.00	1	3016	KNOLLWOOD	24-152-000-0124-00	76.00
			8	3086	KNOLLWOOD	24-152-000-0131-00	76.00	5	3056	KNOLLWOOD	24-152-000-0128-00	76.00
FRONT FEET OPPOSED	228.00	23.08%	11	3065	KNOLLWOOD	24-152-000-0134-00	76.00					
RESPONDING FRONT FEET IN FAVOR	228.00	23.08%										
NOT RESPONDING - FRONT FEET IN FAVOR	532.00	53.85%										
TOTAL FRONT FEET IN FAVOR	760.00	76.92%										

TOTALS

228.00

228.00

Commission Meeting Date: February 27, 2007

Date: February 19, 2007
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Request for Technical Assistance for HUD Lead
Abatement Grant Submittal**

SUMMARY OF REQUEST: The State, through the Housing and Urban Development Department (HUD), has grant funds available to assist with lead abatement in houses. The grant amounts are up to \$3 million. The actual grant application is very extensive and requires technical assistance. The State has \$10,000 in technical assistance funds available if the City is willing to match that amount. It is necessary to submit a letter to the State requesting the technical assistance.

FINANCIAL IMPACT: The State will pay for \$10,000, to be matched by \$10,000 of local CDBG funds.

BUDGET ACTION REQUIRED: The CDBG budget will need to be amended to reflect this expenditure.

STAFF RECOMMENDATION: To approve the request for technical assistance funds from the State and authorize the Mayor to sign the attached letter.

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

Assessor/Equalization
(231)724-6708
FAX: (231)726-5181

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

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

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

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

Community and
Neigh. Services
(231)724-6717
FAX: (231)726-2501

Computer Info.
Systems
(231)724-6744
FAX: (231)722-4301

Engineering Dept.
(231)724-6707
FAX: (231)727-6904

Finance Dept.
(231)724-6713
FAX: (231)724-6768

Fire Dept.
(231)724-6792
FAX: (231)724-6985

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

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

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

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

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

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

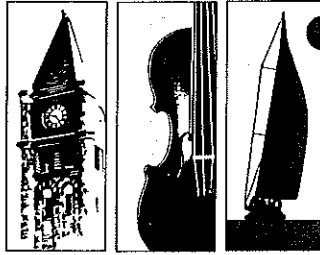
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

Treasurer's Office
(231)724-6720
FAX: (231)724-6768

Water Billing Dept.
(231)724-6718
FAX: (231)724-6768

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

MUSKEGON



West Michigan's Shoreline City

February 28, 2007

Mr. Wesley F. Priem
Section Manager
Healthy Homes Section
Michigan Department of Community Health
201 Townsend, 4th Floor
P.O. Box 30195
Lansing, MI 48909

Dear Mr. Priem,

The City of Muskegon is interested in applying for the HUD Lead Hazard Control Grant. Currently, the City is participating in a lead abatement coalition and is funding lead abatement on a limited basis. There is a great deal more that could be done within the City if funding were available. The HUD Lead Hazard Control Grant could assist us in better addressing these issues.

Therefore, the City of Muskegon is seeking technical assistance for the HUD Lead Hazard Control Grant. We understand that the State will contribute \$10,000 towards the technical assistance. The City of Muskegon will match that amount with \$10,000 from our CDBG funds. In addition, staff will be available to coordinate with the consultant in preparing the grant application.

If approved for the grant funding, the City is committed to providing staff for the implementation and financial administration of the grant.

If you have any additional questions, please contact Bryon Mazade, our City Manager, at 231-724-6724.

Sincerely,

Stephen J. Warmington
Mayor

Commission Meeting Date: February 27, 2007

Date: February 20, 2007

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

**RE: Acceptance of the 2007-2008 CDBG/HOME
Recommendation from City Administration and
Citizen's District Council**

SUMMARY OF REQUEST: To accept the recommendation of both the Citizen's District Council and the Administration as it relates to the 2007-2008 Community Development Block Grant entitlement and HOME funding. The Commission is also being asked to schedule a Public Hearing for March ~~8~~, 2007 to gather comments from the public concerning the entitlement funding.

It is also requested that the Commission make their preliminary recommendations on March ~~8~~, 2007 and their final decision regarding the funding on March ~~20~~, 2007.

After the Commission has made it's final decision, the Community and Neighborhood Services office will continue the Citizen's Participation process until around April 20, 2007. At this time the City will send the required documentation to the US Department of Housing and Urban Development in order to request the 2007-2008 funding, whose fiscal year begins June 1, 2007.

FINANCIAL IMPACT: The 2007-2008 allocations will be based on the Commissions final decisions

BUDGET ACTION REQUIRED: There is no budget action required at this time.

STAFF RECOMMENDATION: To accept the recommendation and set the Public Hearing.

COMMITTEE RECOMMENDATION: None

Community Development Block Grant

Organization/Agency	Activity	Amount Requested	Administration Recommendation	CDC Rec	City Commission Preliminary Rec.	City Comm Final Determination
Love INC	Handicap Ramps	\$5,000	\$2,500	\$3,000		
American Red Cross	Senior Transit	\$5,000	\$2,500	\$3,000		
West Michigan Veterans	Food Bank/Transportation	\$2,500	\$2,500	\$3,000		
Sacred Suds	Laundry/Shower	\$6,000	\$1,000	\$3,000		
DPW	Senior Transit	\$67,645	\$40,000	\$40,000		
CDBG Code Enforcement	Code Enforcement	\$47,500	\$40,000	\$40,000		
Community Economic Development	Façade	\$10,000	\$7,500	\$6,500		
CDBG Service Delivery	Delivery Service	\$120,000	\$75,000	\$75,000		
Finance Bond Repayment	Bond	\$245,000	\$245,000	\$245,000		
HealthCare	Health Outreach	\$7,378	\$2,500	\$3,000		
Legal Aid	Legal Services	\$5,000	\$2,500	\$3,000		
Muskegon Community Health Project	Lead Safe Now! Muskegon	\$7,500	\$2,500	\$3,000		
CDBG Administration	Admin	\$215,000	\$195,000	\$195,000		
Street Construction	Street	\$60,000	\$40,000	\$40,000		
Leisure Services	Recreation	\$94,875	\$65,000	\$65,000		
CDBG Siding	Siding	\$225,000	\$185,000	\$185,000		
CDBG Emergency Repair	Emergency Repair	\$225,000	\$180,000	\$180,000		
Dangerous Buildings	Demolition	\$41,400	\$50,000	\$47,500		
Total CDBG Request		\$1,389,798	\$1,138,500	\$1,140,000		
Total CDBG Allocated + PI		\$1,060,000	\$1,060,000	\$1,060,000		
(+) Program Income		\$88,000	\$88,000	\$88,000		
		\$1,148,000	\$1,148,000	\$1,148,000		
Allocated/Request Difference		\$241,798	\$9,500	\$8,000		
Total Amt of Public Service*		\$200,898	\$121,000	\$126,000		
Public Service mandated Amt <= to 15%		\$159,000	\$159,000	\$159,000		
Difference		\$41,898	\$38,000	\$33,000		
Total Amt of City Administration Request**		\$215,000	\$195,000	\$195,000		
Administrative mandated Amt < 20%		\$212,000	\$212,000	\$212,000		
Difference		-\$3,000	\$17,000	\$17,000		

HOME

Organization/Agency	Activity	Amount Requested	Administration Recommendation	CDC Rec	City Commission Preliminary Rec.	City Comm Final Determination
Bethany Housing Ministries	Housing Transition Asst	\$45,000	\$30,000	\$30,000		
Community & Neighborhood Servicesc	HOME Administration	\$30,176	\$30,176	\$30,176		
Community & Neighborhood Servicesc	HOME Tax Reverted Rehabilitation	\$110,000	\$80,000	\$80,000		
Community & Neighborhood Servicesc	HOME Rental Rehabilitation	\$70,000	\$20,000	\$30,000		
Community & Neighborhood Servicesc	HOME Infill New Construction	\$110,000	\$100,000	\$100,000		
Muskegon County Habitat for Humanity	Infrastructure/construction (5 homes)	\$84,000	\$70,000	\$70,000		
Neighborhood Investment Corporation	Home purchase rehab loans	\$100,000	\$65,000	\$65,000		
Total HOME Request		\$549,176	\$395,176	\$405,176		
Total HOME Allocated		\$301,760	\$301,760	\$301,760		
(+) Program Income		\$125,000	\$125,000	\$125,000		
		\$426,760	\$426,760	\$426,760		
Allocated/Request Difference		\$122,416	\$31,584	\$21,584		
Total Amt of HOME Administration***		\$30,176	\$30,176	\$30,176		
Total Amt mandated Amt = 10%		\$30,176	\$30,176	\$30,176		
Difference		\$0	\$0	\$0		
Total Amt of HOME CHDO request****		\$229,000	\$116,250	\$116,250		
Total Amt mandated 15%		\$45,264	\$45,264	\$45,264		
Difference		\$183,736	\$70,986	\$70,986		

NOTE:

* Public Service

** City CDBG Administration

***Home Administration

****CHDO Request

O:\CNS\COMMON\EXCEL\2007-2008 CDBG
(SHEET:CDBG-HOME ACT)

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: February 21, 2007

RE: Real Estate Services for Seaway Industrial Park

SUMMARY OF REQUEST:

To continue the listing of the unsold property in Seaway Industrial Park with C & A Commercial through 6/28/07 or until the City enters into an agreement with a developer for the property, whichever comes first.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the listing extension and authorize the City Manager to execute the attached agreement.

COMMITTEE RECOMMENDATION:

None.

**AGREEMENT TO AMEND LISTING
WEST MICHIGAN LAKESHORE ASSOCIATION OF REALTORS®**

Date 2-13-07, 20

WE, the undersigned owners of property described as CITY OF MUSKEGON, 2030 SEAWAY INDUSTRIAL PARK

and currently listed with C&A COMMERCIAL (firm name) (Listing No., if available)

☐ 1. We certify that the undersigned have been advised of the advantages and benefits of the Multiple Listing Service (MLS). However, because of the uniqueness of our property and/or our situation, we elect to have the attached listing remain **unlisted with the MLS and listed solely with the above broker** as an "Office Exclusive" until such time that we notify said broker in writing of a change in our preference.

☒ 2. Request that said listing be changed as follows:
that the price be changed from _____ to _____;
that the listing be extended from 2-28-07 to 6-28-07 (non published information)

☒ 3. Request that said listing be changed and/or corrected as follows: IN THE EVENT THE CITY ENTERS INTO AN AGREEMENT WITH A DEVELOPER, C&A AGREES TO DROP THE LISTING -

☐ 4. Authorize the placement and use of a key box on the above property for the term of this agreement or for such period of time as follows: From _____ to _____.

☐ 5. Identify Reserve Prospects and if a sale occurs to them or listing is withdrawn/canceled, no commission will be due or payable to such firm - (non published information)

Termination Date: _____
Termination Date: _____
Termination Date: _____

(Listing of names of Reserve Prospects does not constitute first right of refusal)

☐ 6. Seller requests temporary withdrawal of property from _____ to _____ for the following reason(s): _____

☐ 7. Seller requests listing of said property to be withdrawn from the market for the following reason(s): _____

It is understood that seller is bound to pay the full brokerage fee in the original listing agreement if such property is sold within _____ months after the withdrawal date of such listing to any persons with whom agent or agents had negotiations with, exhibited the property to, or had oral or written contact with as a prospect, except if the property is relisted during said _____ month period with any other broker. In case of withdrawal, seller AGREES/DISAGREES (strike one) to re-imburse listing office for expenses incurred as a result of said listing. \$ _____

☐ 8. Seller requests listing broker to cancel listing agreement made on _____ for the following reason(s): _____

In the event of cancellation, we AGREE/DISAGREE (strike one) to reimburse listing broker for any expenses incurred as a result of said listing. It is understood and agreed that the seller is under no further obligation to broker and listing contract is null and void unless exceptions be otherwise stated. This request becomes effective on the parties effective on the date stated herein. \$ _____

The parties acknowledge and agree to the above amendment(s), effective the date first above provided.

Salesperson [Signature]

Seller _____

BROKER C&A COMMERCIAL

Seller _____

COMPLETE IN TRIPLICATE

May 2002