CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 14, 2017

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- □ **CALL TO ORDER:**
- □ **PRAYER:**
- □ **PLEDGE OF ALLEGIANCE:**
- □ **ROLL CALL:**
- □ **HONORS AND AWARDS:**
- □ **INTRODUCTIONS/PRESENTATION:**
- □ **CITY MANAGER'S REPORT:**
- □ **CONSENT AGENDA:**

  A. **Approval of Minutes** City Clerk

  B. **Adopt a Resolution Approving the Request of the City Clerk to Apply for a Liquor License for the City's Farmer's Market** City Clerk

  C. **Pedestrian Crossing at Intersection of Shoreline Drive and Third Street** Planning & Economic Development

  D. **Ameribank Building – Option Agreement Extension Between the City of Muskegon and Port City Construction & Development Services, LLC** Planning & Economic Development

  E. **Annual Pavement Marking Program** Department of Public Works

  F. **Grand Trunk Launch Ramp Dock Purchase** Department of Public Works

  G. **Police Vehicles** DPW/Equipment

  H. **Sale of Boat Slip A-11 Pigeon Key Marina Condominium** Department of Public Works

  I. **Non-Represented Wages and Benefits** City Manager

- □ **PUBLIC HEARINGS:**

  A. **Request to Create a New Neighborhood Enterprise Zone District at 275 W. Clay Avenue** Planning & Economic Development

- ☐ **COMMUNICATIONS:**
- ☐ **UNFINISHED BUSINESS:**
- ☐ **NEW BUSINESS:**

  A. **Approval of Sale of City-owned Home at 867 Williams Street**
  Community and Neighborhood Services Department

- ☐ **ANY OTHER BUSINESS:**
- ☐ **PUBLIC PARTICIPATION:**

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

- ☐ **CLOSED SESSION:**
- ☐ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: February 9, 2017

Here is a quick outline of the items on our agenda:

WORK SESSION

1. We will hear a presentation from a group of business and community leaders from the Third Street Corridor. They would like to develop a brand specifically for their section of downtown. It's a great group of committed people, and I think we will all be excited with the direction they are taking that corridor.

2. We will hear an update on the Greater Muskegon Recreation Partnership. Ken Johnson, who acts as our liaison to the group, will be able to speak to the group's proposed direction.

3. Under other business, I'll take a few moments to go over any questions/concerns that Commissioners may have on the regular meeting agenda.

REGULAR MEETING

1. Under the consent agenda, we are asking the Commission for approval of the following:
    a. Last meeting's minutes.
    b. Authorization of the City Clerk to apply for a Civic Center Liquor License for the Muskegon Farmers Market. This license is similar to that which we have at the LC Walker Arena, and will allow for special events that serve alcohol without having to apply to the LCC and pay for each individual event. The cost is $600 per year.
    c. We are proposing a new pedestrian crossing at Shoreline Drive and Third Street. The crossing, which will be at ground-level, will better identify that areas as the appropriate place to cross between downtown Muskegon and the lakeshore. The goal is to improve safety at the crossing site.
    d. Option extension for Port City Construction & Development Services related to our property at 880 First Street. The developers continue to be very interested as they work to secure financing, incentives, and tenants. We are encouraged by their commitment. To assist with the initial marketing/visioning for the site, our DPW crews have been clearing out the entire first floor, in an attempt to return it to a raw and open floorplan. We also intend to remove a number of the cement tiles to help open the first floor and demonstrate what the building would look like with a more conventional façade. The work being done is also work that would likely be necessary regardless of how we eventually move forward (development or demolition).
    e. Approval of the DPW's annual pavement marking program. This is a program that we undertake each year – it's a necessity.
    f. Purchase of new floating docks for the Grand Trunk Boat Launch. These are being purchased from the same West Michigan Company we purchased the docks from last season.
    g. Purchase of three fully-marked police vehicles. We originally intended to purchase Chevrolet Caprice models, but due to a recent decision by the manufacturer to discontinue these cruisers, we are recommending that we purchase Ford SUVs instead. The SUVs have a number of advantages, including flexibility, utility, and all-wheel drive. We have a number of these in our fleet now, and have been happy with the vehicles in terms of maintenance needs.
    h. Sale of a city-owned boat slip at Pigeon Key Marina. We have owned and leased this slip for a number of years. We are recommending the sale in an effort to capitalize on the increased value of the slip.
    i. Approval of the non-union wage and benefit changes. There are a number of changes related to the non-represented employees. Our non-represented employee count is currently 39, including the city manager position. The recommended changes will include a pension reduction, a 3% wage increase, realignment of certain

positions within the wage scale, and a number of tweaks to the fringe benefit package. Much like the recent changes to the SEUI and POLC contracts, the goal is cost reduction and flexibility for the city. Look for a cost comparison sheet to follow later this week; we are finalizing the numbers.

j. Approval of CRC Recommendations for various city boards.

2. Under Public Hearings:
   a. We will issue a Neighborhood Enterprise Zone certificate for the market-rate portion of the Berkshire development at 275 West Clay. This project is very close to coming to fruition, and the construction of a three story building in our downtown will certainly be a welcomed activity.

3. Under new business, we will be asking the Commission to approve the following:
   a. Sale of the City-owned home at 867 Williams Street.

Date: February 8, 2017

To: Honorable Mayor and City Commissioners

From: Ann Marie Meisch, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the January 24, 2017 Regular City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 24, 2017

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, January 24, 2017. Pastor Tim Cross, Living Word Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Hood, Commissioners Ken Johnson, Debra Warren, Willie German, Jr., Dan Rinsema-Sybenga, and Byron Turnquist, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

INTRODUCTIONS/PRESENTATION:

Mike Overly – MERS - Mike Overly from MERS presented an overview of the Employees Retirement System as it relates to the Department of Public Works.

2017-05 CONSENT AGENDA:

A. **Approval of Minutes** City Clerk

SUMMARY OF REQUEST: To approve minutes of the January 9, 2017 Worksession Meeting and the January 10, 2017 Regular City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

C. **MEDC Grant for Kitchen 242** Assistant Finance Director and City Clerk

SUMMARY OF REQUEST: To approve the grant agreement with Michigan Economic Development Corporation (MEDC) for $200,000 for Kitchen 242. This grant allows for important upgrades at the Kitchen including ventilation improvements, technology upgrades including demonstration mirrors, security cages and locks for kitchen users to store their products and many new and additional appliances. Also included in this grant is money for Marketing and tables and chairs for events at the Kitchen/Market.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the grant agreement with MEDC for Kitchen 242 and authorize staff to sign the grant agreement.

E. **Everstream GLC Holding Company LLC – METRO Act Permit**
Engineering

SUMMARY OF REQUEST: Approve the request for a permit from Everstream GLC Holding Company, LLC and authorize the Mayor to sign the permit.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the permit and sign the documents.

I. **Defined Benefit Plan Adoption Agreement – Div 12 (DPW)** Finance

SUMMARY OF REQUEST: To approve the Defined Benefit Plan Adoption Agreement to bridge the pension benefit for current DPW employees from a 2.25% multiplier to a 2.0% multiplier with a frozen final average compensation.

FINANCIAL IMPACT: It is estimated that the City's contribution rate would decrease by about $163,584 for fiscal year 2017.

BUDGET ACTION REQUIRED: Future budgets will be reflective of this change.

STAFF RECOMMENDATION: To approve the Defined Benefit Plan Adoption Agreement and authorize the Mayor to sign the agreement.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve the consent agenda as presented, minus items B, D, F, G, H, and J.

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

Nays: None

MOTION PASSES

2017-06 ITEMS REMOVED FROM CONSENT AGENDA:

B. **Food Truck Registration Fees** City Clerk

SUMMARY OF REQUEST: This is a request to adjust the mobile food vending fee to $50 for those food truck vendors who will participate in Taste of Muskegon. Taste of Muskegon has contacted staff with the suggestion and would make it a requirement that their participants register. Currently food vendors participating in a special event are not required to register.

This registration would be good through April 30th of the following year. Currently mobile food vendors outside the City limits are required to pay $300 annually, those having restaurants in the City of Muskegon have a fee of $150, and those with a brick and mortar business in the downtown development district pay $50 annually.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Warren, second by Commissioner Johnson, to approve the Food Truck Registration fee.

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

Nays: None

MOTION PASSES

D. <u>Western Market Lease Agreement</u> City Clerk

SUMMARY OF REQUEST: The City has created chalets to be placed on Western Avenue to create affordable retail outlets. Staff will evaluate applications on a first-come-first-serve basis. The intent will be to offer a variety of retail products. The agreement will be from May 1st through October 30th. Chalets will be required to be open on most days from 11 am – 6 pm. Fees shall be for the entire season and shall be set as follows:

90 sq. ft. Chalet $1125 ~ ~ 120 sq. ft. Chalet $1500 ~ ~ 150 sq. ft. Chalet $1875

A pro-rated rate may be offered for agreements beginning after May 1st.

FINANCIAL IMPACT: Fees collected from the lease agreements.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To authorize staff to sign the agreements with future tenants.

Motion by Commissioner Turnquist, second by Commissioner Rinsema-Sybenga, to authorize staff to sign agreements with future tenants.

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

Nays: None

MOTION PASSES

F. <u>Professional Service Agreement (SAFEbuilt)</u> Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission review and authorize this Professional Service Agreement between the City of Muskegon and SAFEbuilt, LLC. SAFEbuilt has performed satisfactorily since the fall of 2012; said contract expired in December of 2016. The new service contract has expanded SAFEbuilt's responsibilities to include, but not be limited to, *"Dangerous Abandoned Buildings".* The contract reflects adjusted shared percentages and other financial adjustments to effectively perform and enhance the quality of service SAFEbuilt is to provide the City of Muskegon. The proposed agreement is to commence this month, January 2017, and concludes on December 31st 2024.

FINANCIAL IMPACT: Budgeted – the goal is to be cost neutral.

BUDGET ACTION REQUIRED: Adjust 2017 Fee Schedule.

STAFF RECOMMENDATION: Staff recommends approval of proposed new Professional Service Agreement between the City of Muskegon & SAFEbuilt of Troy, Michigan.

Motion by Commissioner German, second by Commissioner Warren, to approve the proposed new Professional Service Agreement between the City of Muskegon and SAFEbuilt of Troy, Michigan.

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

Nays: None

MOTION PASSES

G. <u>SEIU Collective Bargaining Agreement</u> City Manager

SUMMARY OF REQUEST: City Staff and Service Employees International Union representatives have worked over the past four months to develop a new five-year contract for the City's Department of Public Works personnel. As part of the agreement, a number of issues were addressed, including pension costs, wages, and benefits. The new agreement is beneficial to both parties.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Collective Bargaining Agreement with the Service Employees International Union as presented.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to approve the Collective Bargaining Agreement with the Service Employees International Union.

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

Nays: None

MOTION PASSES

H. <u>POLC Collective Bargaining Agreement</u> City Manager

SUMMARY OF REQUEST: City Staff and Police Officers Labor Council representatives have worked over the past nine months to develop a new five-year contract for the City's patrol officers. As part of the agreement, a number of issues were addressed, including pension costs, wages, and benefits. The new agreement is beneficial to both parties and is expected to help with police officer recruiting and retention.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Collective Bargaining Agreement with the Police Officers Labor Council as presented.

Motion by Commissioner Turnquist, second by Commissioner Johnson, to approve the Collective Bargaining Agreement with the Police Officers Labor Council.

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

Nays: None

MOTION PASSES

J. <u>Corrections to 2017 Fee Schedule Department Comments</u> Finance

SUMMARY OF REQUEST: To approve the changes to the 2017 Master Fee Schedule to correct or clarify Department Comments related to the Rental Department.

FINANCIAL IMPACT: None as this request is to change or correct the comments only.

BUDGET ACTION REQUIED: None.

STAFF RECOMMENDATION: To approve the Department Comments changes for the Rental Department for the 2017 Master Fee Schedule.

Motion by Commissioner German, second by Commissioner Warren, to approve the Department Comment changes noted for the Rental Department for the 2017 Master Fee Schedule.

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

Nays: None

MOTION PASSES

2017-07 PUBLIC HEARINGS:

A. <u>Public Hearing – Establishment of a Commercial Redevelopment District – 878 Jefferson St., Suite 1</u> Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 255 of 1978, as amended, Gunter Properties, LLC has requested the establishment of a Commercial Redevelopment District. The creation of the district will allow the building owner to apply for a Commercial Facilities Exemption Certificate, which will freeze the taxable value of the building and exempt the new real property investment from local taxes. The district would only cover one suite in the building.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Establishment of the Commercial Redevelopment District.

PUBLIC HEARING COMMENCED: No comments were received from the public.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner German, to close the public hearing and establish the Commercial Redevelopment District at 878 Jefferson Street, Suite 1.

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

Nays: None

MOTION PASSES

B. <u>Public Hearing – Issuance of a Commercial Facilities Exemption Certificate – 878 Jefferson St., Suite 1</u> Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 255 of 1978, as amended, Gunter Properties, LLC has requested the issuance of a Commercial Facilities Exemption Certificate. The certificate will freeze the taxable value of the building and exempt the new real property investment from local and state taxes. The company will be investing $100,000 and creating five jobs, which qualifies them for an abatement of 9 years.

FINANCIAL IMPACT: The real property taxes would be frozen at their pre-rehabilitated rate for the duration of the certificate.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Issuance of the Commercial Facilities Exemption Certificate.

PUBLIC HEARING COMMENCED: Shirley Green, 2574 Morton, asked if they would be adding more employees. Tammy, from Y-knot Embroidery, 488 Horton, said employees would be moving from North Muskegon and explained the nature of her business.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Warren, to close the public hearing and issue the Commercial Facilities Exemption Certificate for 878 Jefferson Street, Suite 1.

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

German

Nays: Hood

MOTION PASSES

C. <u>Public Hearing – Establishment of a Commercial Redevelopment District – 275 W. Clay Avenue</u> Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 255 of 1978, as amended, Berkshire Muskegon LDHA, LLC has requested the establishment of a Commercial Redevelopment District. The creation of the district will allow the building owner to apply for a Commercial Facilities Exemption Certificate, which will proved a 50% reduction in the number of mills levied as ad valorem taxes, excluding the State Education Tax.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Establishment of the Commercial Redevelopment District.

PUBLIC HEARING COMMENCED: No comments were received from the public.

Motion by Commissioner Warren, second by Commissioner Johnson, to close the public hearing and establish the Commercial Redevelopment District at 275 W. Clay Avenue

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

Nays: None

MOTION PASSES

D. <u>Public Hearing – Issuance of a Commercial Facilities Exemption Certificate – 275 W. Clay Avenue</u> Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 255 of 1978, as amended, Berkshire Muskegon LDHA, LLC has requested the issuance of a Commercial Facilities Exemption Certificate. The certificate provides a 50% reduction in the number of mills levied as ad valorem taxes, excluding the State Education Tax, for the commercial portion of the development. The company will be investing $587,000 in commercial space, which qualifies them for an abatement of seven (7) years. The total project costs, including the residential portion, are estimated at $16,296,000.

FINANCIAL IMPACT: The certificate provides a 50% reduction in the number of mills levied as ad valorem taxes, excluding the State Education Tax.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Issuance of the Commercial Facilities Exemption Certificate.

PUBLIC HEARING COMMENCED: No comments were received from the public.

Motion by Commissioner Johnson, second by Commissioner German, to close the public hearing and issue a Commercial Facilities Exemption Certificate at 275 W. Clay Avenue

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

Nays: None

MOTION PASSES

E. <u>Public Hearing – Request to Create a New Neighborhood Enterprise Zone District at 275 W. Clay Ave.</u> Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 147 of the Michigan Public Acts of 1992, Berkshire Muskegon LDHA, LLC has requested to create a new Neighborhood Enterprise Zone (NEZ) district for the parcel at 275 W. Clay Avenue for a mixed-use development.

FINANCIAL IMPACT: For those properties that are approved for a NEZ Certificate, taxation will be levied using half of the State average of millages of local entities.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To hold the public hearing.

PUBLIC HEARING COMMENCED: No public comments were received.

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to close the public hearing.

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

Nays: None

MOTION PASSES

2017-08 NEW BUSINESS:

A. <u>Community Relations Committee Recommendations for Various City Boards and Committees</u> City Clerk

SUMMARY OF REQUEST: Accept the recommendation from the Community Relations Committee as listed below:

Planning Commission – Jill Montgomery-Keast, Bryon Mazade, and Marcia Hovey-Wright.

Civil Service – Johnny Brown

Downtown Development Authority – Mike Johnson and Don Kalisz

Zoning Board of Appeals – Ernest Fordham, Tammy Halterman, and Jonathan Witmer

Housing Code Board of Appeals – William Krick and Boyd Arthur

Historic District Commission – Susan Kroes and Steven Radtke

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: Approve the recommendations of the Community Relations Committee from their January 24, 2017 meeting.

Motion by Commissioner Warren, second by Commissioner Johnson, to approve the recommendations of the Community Relations Committee from their January 24, 2017 meeting.

ROLL CALL: Ayes: Warren, German, Rinsema-Sybenga, Turnquist, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commissioner Turnquist asked for an update on projects that have been recently approved at the LC Walker Arena Commercial Distillery, proposed distillery on Sherman Boulevard, and any information on 18th Amendment, LLC. City Manager provided an update on these items.

Deb Warren reported that she has had residents request that our City Commission meetings be streamed live on Facebook. She also reported that she is the City Commissioner that has been working with Revel on designing a new City logo and that the feedback has not been positive and that the current logo seemed to be the most popular in the on-line survey. She asked about feedback the rest of the Commission has been receiving and a discussion took place.

PUBLIC PARTICIPATION: Comments were received from the public.

ADJOURNMENT: The City Commission meeting was adjourned at 8:23 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC, City Clerk

Date: February 8, 2017

To: Honorable Mayor and City Commissioners

From: Ann Marie Meisch, City Clerk

RE: Adopt a Resolution Approving the Request of the City Clerk to Apply for a Liquor License for the City's Farmers Market

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SUMMARY OF REQUEST: It was recently discovered that we are eligible to apply for a Liquor License for the Farmer's Market. We qualify as Municipality with a Civic Center. We are asking the Commission to adopt a resolution approving the request to apply for a Liquor License which is a permanent license, to be utilized at the Farmer's Market which qualifies as a Civic Center.

FINANCIAL IMPACT: Approximately $600 annually.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adopt a resolution approving the request of the City Clerk to apply for a Liquor License for the City's Farmers Market.

Commission Meeting Date: February 14, 2017

Date: February 7, 2017

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: Pedestrian Crossing at Intersection of Shoreline Drive and Third Street

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SUMMARY OF REQUEST: The City of Muskegon Planning Department has been consulting with TrafficScapes by Ennis-Flint for potential upgrades to pedestrian crossings on Shoreline Drive in downtown Muskegon. Initially, three locations (3^{rd}, 4^{th}, and 7^{th}) were under consideration, but the City has decided to move forward with one crossing at the Shoreline Drive – 3^{rd} Street intersection.

The upgrades would include enhanced pavement markings using *TrafficPatterns* stamped-brick treatment for the full length of the crossing. The enhanced crossing would be similar in appearance to what was installed on Lakeshore Drive in Lakeside, and downtown on W. Western, Muskegon, and Webster Avenues.

The Michigan Department of Transportation has agreed partner with the City on the project with the objective of reviewing how the product performs at the Shoreline Drive – 3^{rd} Street crossing. The upgrades will be the first step in a long-term plan coordinated with MDOT for improving pedestrian crossings along Shoreline Drive.

FINANCIAL IMPACT: The final price for the work provided by the applicator is $14,183.55. This price will include all prep-work such as cleaning and/or pressure washing of the area, and existing line removal. $7,091.77 (50% of the total cost) will come from the City of Muskegon's street fund; the remaining $7,091.78 will be from the MDOT contractual services fund.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize staff to enter into a contract with TrafficScapes by Ennis-Flint to install the *TrafficPatterns* product at the Shoreline Drive – 3^{rd} Street pedestrian crossing.

*Traffic*Patterns®

A TrafficScapes™ Solution **by Ennis-Flint**

Interconnected, Surface-Applied Preformed Thermoplastic Crosswalks and Traffic Calming Surfaces for Asphalt and Concrete

TrafficPatterns® provides a cost-effective, traditional look and alternative to the use of brick and stone pavers because the material is surface applied and virtually maintenance free. The pattern and color combinations of the interconnected sheets allow designers the flexibility to create the ideal crosswalk or traffic calming pattern that complements the overall streetscape design.

PREFORMANCE-BASED FEATURES AND BENEFITS

- Engineered as heavy-duty intersection grade pavement marking material with enhanced durability
- 125-mil; interconnected sheets of material
- High skid/slip resistant for safety. As material wears, new anti-skid elements are exposed.
- Can be applied on newly-stamped asphalt as soon as the road surface cools and sets
- Does not alter substrate
- Does not require stamping templates or grids
- Open to traffic minutes after application
- ADA compliant - Pedestrian and wheelchair friendly surface
- Eliminates the maintenance and safety concerns of loose pavers
- All preformed thermoplastic materials are made at Ennis-Flint's manufacturing facility which is ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic. Quality, value and long-term performance are built into the marking. Anti-skid elements are added at time of manufacturing for optimized application at the jobsite.

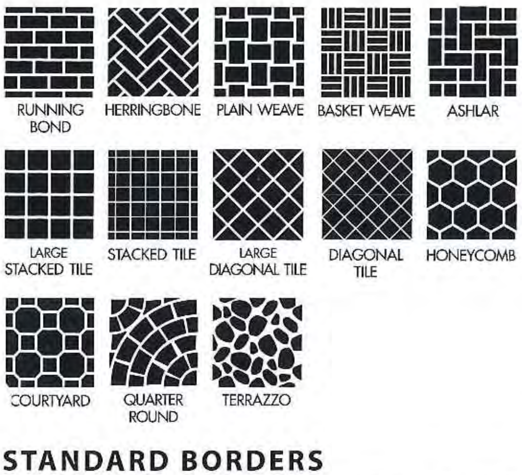
TrafficPatterns® does not require expensive capital equipment, customized tools, templates or grids for application. The 2'x 2' sheets of interconnected material are easily lifted and positioned onto an asphalt or concrete surface. Border segments can be added for design variability. Application is simple with a large infrared heater or a propane heat torch.

1.

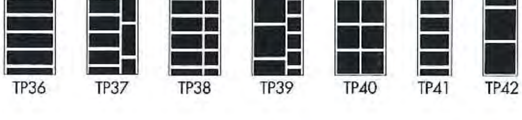

2.


3.


STANDARD PATTERNS (2'x2' Sheets)



STANDARD BORDERS



STANDARD COLORS

PREMIUM COLORS

Commission Meeting Date: February 14, 2017

Date: February 6, 2017

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: Ameribank Building- Option Agreement Extension between the City of Muskegon and Port City Construction & Development Services, LLC

SUMMARY OF REQUEST: The City entered into an Option Agreement with Port City Construction & Development Services, LLC for the former Ameribank Building at 800 First Street on May 17, 2016. The term of the initial Option was through October 1, 2016. As allowed for in the Agreement, an extension through January 1, 2017 was later requested and approved (with the Extension payment of $2,000). Port City Construction & Development Services, LLC is now requesting a further extension through June 30, 2017 (which includes another payment of $2,000).

FINANCIAL IMPACT: The Agreement Extension allows for more time for the potential purchaser to package the redevelopment of the building in order to renovate it and put it back into productive use. Future occupants will generate taxes for the City.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Option Agreement Extension between the City of Muskegon and Port City Construction & development Services, LLC through June 30, 2017 and authorize the Mayor and Clerk to sign all necessary documents, including closing documents at the time of sale.

Agreement to Extend the Term

of a Certain

OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY

By mutual agreement of the parties, the term of the Option Agreement between the City of Muskegon ("City", "Seller") and Port City Construction & Development Services, LLC, on behalf of an entity to be formed ("Purchaser"), to purchase certain real property at the corner of First Street and Clay Avenue, initially effective on May 17, 2016, is extended until June 30, 2017.

On September 30, 2016, the original option was extended to January 1, 2017 by mutual agreement, upon the payment of a second $2,000 to the City.

As called for by the Option Agreement, the Purchaser will pay an additional $2,000 in exchange for the City's agreement to extend the term of the Option (a total of $6,000). The payments on behalf of the Purchaser will be credited against the purchase price of the property. If the Purchaser does not proceed with the purchase of the property, any funds paid to the City under the Option Agreement will be forfeited.

All other terms of the Agreement remain in full force and effect.

For the Purchaser entity to be formed later:
Port City Construction & Development Services, LLC

By Gary Post
Gary Post
Authorized Manager

On Feb 7, 2017

For the City (Seller):
City of Muskegon

By ____________________
Stephen Gawron
Mayor

On ____________________

By ____________________
Ann Marie Meisch
City Clerk

On ____________________

AGENDA ITEM NO.____________

CITY COMMISSION MEETING __________________

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: February 14, 2017

SUBJECT: Annual Pavement Marking Program

SUMMARY OF REQUEST:
Staff is requesting permission to enter into annual contractual agreements with the Muskegon County Road Commission (MCRC) and their designated Contractor for Centerline Painting and Special Pavement Markings. This contract bid is awarded by the MCRC and also for local agencies in the Muskegon County Pavement Marking Group, to enter into, with each member being billed separately by the designated Contractor for painting services requested.

FINANCIAL IMPACT:
Estimated costs are projected to be $25,000 annually for both Centerline Painting and Specialty Pavement Markings.

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

STAFF RECOMMENDATION:
Approve request to enter into annual contracts with MCRC and their designated Contractor for Centerline Painting and Special Pavement Markings.

COMMITTEE RECOMMENDATION:

Muskegon County Road Commission

7700 East Apple Avenue
Telephone (231) 788-2381

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

January 24, 2017

Re: Muskegon County Pavement Marking / Contract Renewals

Muskegon County Pavement Marking Group:

Michigan Pavement Markings, LLC, and Advanced Pavement Marking have both requested and the Muskegon County Road Commission has accepted their offer to renew the pavement marking contracts for the 2017 season under the contract provisions and honor the unit prices from the 2015 contract.

Please contact the following with quantities and locations of work to be performed and to schedule the work in your municipality for the 2017 painting season.

Michigan Pavement Markings LLC: *Stripping Only*
PO Box 9673
Wyoming, MI 49509
Shannon Nielson, President
616-260-7828 Cell, Best Contact Number
616-261-3111 Office, Alternate Contact Number

Advanced Pavement Marking: *Specialty Markings Only*
9365 160th Avenue
West Olive, MI 49460
Don Sokolow
616-502-5311 Cell
616-844-6536 Office

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

Sincerely,

Andrew S. Nichols
Sign Shop Foreman/Safety Coordinator

c: Paul Bouman, County Highway Engineer

Date: 2/14/2017

To: Honorable Mayor and City Commission

From: Department of Public Works

RE: Grand Trunk Launch Ramp Dock Purchase

SUMMARY OF REQUEST: Authorize staff to purchase two replacement floating docks from Stabil-Float Systems LLC for Grand Trunk launch ramp.

Both floating docks currently at Grand Trunk are not usable due to wear and age.

FINANCIAL IMPACT: Total Cost $ 21,540.00

BUDGET ACTION REQUIRED: **None:** Contingent upon approval of 2nd Quarter Budget Reforecast.

STAFF RECOMMENDATION: To approve purchase from Stabil-Float System LLC.

Date: 2/14/17

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: Police Vehicles

SUMMARY OF REQUEST:

Due to General Motors Closing their Chevy Caprice line of Police Vehicles, we are asking the Commission to rescind the prior Commission approval on 10/25/16 to purchase three Chevy Caprice Cruisers and authorize staff to purchase three (3) Police SUV's instead from Gorno Ford the Mi-Deal State contract holder.

FINANCIAL IMPACT:

$83,994.00 or $27,998.00 each

BUDGET ACTION REQUIRED:

None. Amount is what was budgeted.

STAFF RECOMMENDATION:

Authorize staff to purchase 3 Police SUV's from Gorno Ford the State Mi-Deal contract holder.

Date: February 14, 2017

To: Honorable Mayor and City Commissioners

From: DPW

RE: Sale of Boat Slip A – 11 Pigeon Key Marina Condominium

SUMMARY OF REQUEST:

Authorize the Mayor & Clerk to sign the attached purchase agreement with Mr. & Mrs. Geisler for boat Slip A-11 at Pigeon Key Marina since they submitted the highest bid of $20,195

FINANCIAL IMPACT:

The sale price of $20,195 less associated fees will be used to settle the city's obligations regarding this slip.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Authorize the mayor and clerk to sign the purchase agreement.

COMMITTEE RECOMMENDATION:

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made ______________________, 2017, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49443 ("Seller"), and **James R. Geisler and Susan W. Geisler**, husband and wife, of 4272 East Glen Ct., Muskegon, Michigan 49441 ("Buyer").

1. **General Agreement and Description of Property.** Seller agrees to sell, and Buyer agrees to buy the real estate consisting of a boat slip, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, commonly known as Slip A-11 at Pigeon Key Marina situated in the City of Muskegon, Muskegon County, Michigan ("Property"), and legally described as:

> Unit No. 11, Dock A, Pigeon Key Marina Condominium, according to the Master Deed dated August 19, 1999, recorded September 2, 1999 in Liber 2284, Pages 491 through 536, inclusive, Muskegon County Records, as amended, and designated as Muskegon County Condominium Subdivision Plan No. 67, together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are reasonably acceptable to Buyer upon disclosure and review of the same.

2. **Purchase Price and Manner of Payment.** The purchase price for the Property shall be Twenty Thousand One Hundred Ninety Five and 00/100 ($20,195.00), payable with certified funds at closing.

3. **Taxes and Assessments.** All taxes and assessments that are due and payable at the time of Closing shall be paid by Seller prior to or at Closing. All taxes and special assessments that become due and payable after Closing shall be the responsibility of Buyer.

4. **Title Insurance.** Seller shall order, at the equally shared expense of Seller and Buyer, an owner's policy of title insurance issued by a title company authorized to do business in Michigan ("Title Company"), certified to the date of closing, in the amount of the purchase price. Buyer may raise any objections to the exceptions or encumbrances shown on the commitment within 20 days after Buyer receives the commitment by giving written notice to Seller. If Buyer raises a title objection, Buyer shall not be required to close this transaction unless Seller cures the objection or Buyer waives its objection. If Seller elects to cure the objection, Seller shall take action to remove the exception or the encumbrance from the chain of title, in order to remove it from the commitment and the policy.

5. **Association Dues.** Seller has paid the 2016 association dues for the Property and Buyer shall pay all dues with respect to the Property that are payable after the closing date, without proration.

6. **Survey.** Buyer at its own expense may obtain a survey of the Property, and Buyer or its surveyor or other agents may enter the Property for that purpose prior to Closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Property and improvements thereon without regard to any representations that may have been made by Seller or any other person. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or tendering Buyer's deposit in full termination of this Purchase Agreement, and paying the cost of such survey. Buyer may elect to purchase the Property subject to said encroachment or variation.

7. **Condition of Property and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PROPERTY IS TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT SHE HAS PERSONALLY INSPECTED THE PROPERTY AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER. SELLER KNOWS OF NO HAZARDOUS SUBSTANCES OR CONTAMINATION, AND BUYER WAIVES ANY CLAIM AGAINST SELLER IN THE EVENT SUCH SUBSTANCES ARE FOUND.

8. **Real Estate Commission.** Buyer and Seller both acknowledge and agree that neither has dealt with any real estate agents, brokers or salespersons regarding this sale, and that no agent, broker, salesperson or other party is entitled to a real estate commission upon the closing of this sale. Buyer shall indemnify and hold the other harmless Seller from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for a real estate commission arising from actions taken by the Buyer.

9. **Closing.** Unless the parties otherwise mutually agree, the closing date of this sale shall be on or before ________________, 20__ ("Closing"). The Closing shall be conducted at the offices of Transnation Title Agency of Michigan. If necessary, the parties shall execute an IRS closing report at the Closing.

10. **Delivery of Deed.** Seller shall execute and deliver a Quit Claim deed to Buyer at Closing for the Property.

11. **Affidavit of Title.** At the Closing, Seller shall deliver to Buyer an executed Affidavit of Title.

12. **Date of Possession.** Possession of the Property is to be delivered to Buyer by Seller on the date of Closing.

13. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows:

a. ***By Buyer.*** Buyer and Seller shall equally pay the premium for the owner's policy of title insurance. Buyer shall pay for the cost of recording the deed, attorneys' fees incurred by Buyer, and one-half of the closing fee charged by Transnation Title Agency of Michigan.

b. ***By Seller.*** Seller and Buyer shall equally pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement. Seller shall pay one-half of the closing fee charged by Transnation Title Agency of Michigan.

14. **Default.**

a. ***By Buyer.*** In the event Buyer fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement and such default is not cured within 10 days after receipt of notice (other than Buyer's failure to tender the purchase price in full at closing, a default for which no notice is required), then Seller may terminate this Agreement, and Seller will be released from any further liability under this Agreement.

b. ***By Seller.*** In the event Seller fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within 10 days after receipt of notice, then Buyer may either terminate this Agreement.

15. **Risk of Loss.** Until the time of closing, risk of loss because of the damage to or destruction of any improvements located on the Property shall be solely that of Seller. In the event the improvements located on the Property are damaged prior to the date of closing, and are not repaired by Seller prior to closing, Buyer may elect to terminate this Agreement; or Buyer may elect to continue this Agreement in which event Seller shall assign to Buyer any insurance proceeds to be received by Seller because of said damage or other destruction.

16. **Notice.** All notices and other deliveries required under this Agreement shall be made and given to the appropriate party, or the office of the party and if to the City then to the City Clerk, at the address set forth above or at such other address as may hereafter be specified by such parties by written notice from time to time. Notices shall be effective on the date of receipt, if given by hand, express delivery or recognized courier service. Notices given by certified mail shall be deemed effective five business days after the date of deposit in an authorized postal facility, as shown by its receipt for certified mail. Either party may designate a telephone number to be used for fax notices to such party, in which event any notice transmitted

to such number shall be effective on the date shown in the printed confirmation of such transmission, free of error, generated by the sender's machine.

17. **Miscellaneous.**

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

b. ***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.

c. ***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.

d. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties.

e. ***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.

f. ***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.

g. ***Assignment or Delegation.*** Except as otherwise specifically set forth in this Agreement, Buyer shall not assign all or any portion of their rights and obligations contained in this Agreement without the express prior written approval of Seller, which approval may be withheld in Seller's sole discretion.

h. ***Survival of Representations and Warranties.*** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for in this Agreement shall survive the closing date and continue in full force and effect after the consummation of this purchase and sale and continue until all liabilities of Buyer have been fully satisfied.

[Signatures to appear on the following page]

WITNESSES:

SELLER: CITY OF MUSKEGON

____

By________________________
Stephen J. Gawron, Mayor
Date: ______________

____

____
Ann Meisch, MMC, Clerk
Date: ______________

BUYER: JAMES R. GEISLER and SUSAN W. GEISLER

____

James R. Geisler
Name: James R. Geisler
Date: 1/17/2017

____

Susan W. Geisler
Name: Susan W. Geisler
Date: 1/17/2017

WARRANTY DEED

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

DEEDS TO: James R. and Susan W. Geiser, husband and wife, whose address is 4272 East Glen Ct., Muskegon, MI 49441

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

Unit No. 11, Dock A, Pigeon Key Marina Condominium, according to the Master Deed dated August 19, 1999, recorded September 2, 1999 in Liber 2284, Pages 491 through 536, inclusive, Muskegon County Records, as amended, and designated as Muskegon County Condominium Subdivision Plan No. 67, together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended. (#24-673-001-0011-00).

for the sum of: Twenty Thousand One Hundred Ninety-Five Dollars ($20,195.00)

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

Dated this _______ day of __________________, 2017

Signed in the presence of: CITY OF MUSKEGON

______________________________ By_________________________________
Stephen J. Gawron, Its Mayor

______________________________ and________________________________
Ann Meisch, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this _____ day of __________________, 2017, by STEPHEN J. GAWRON and ANN MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

____

_______________________, Notary Public
Acting in the County of Muskegon, MI
Muskegon County, MI
My Comm. Expires: ___________________

PREPARED BY:
Hope Mitchell
City of Muskegon
933 Terrace St Rm 202
Muskegon, MI 49440
Telephone: (231) 724-6702

WHEN RECORDED RETURN TO: GRANTEE

SEND SUBSEQUENT TAX BILLS TO: GRANTEE

AGENDA ITEM NO. _______________
CITY COMMISSION MEETING ___________________________

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: February 14, 2017

RE: Non-Represented Wages and Benefits

SUMMARY OF REQUEST:
As part of the city's efforts to reorganize its operations into a more sustainable structure and to address rising pension costs, a number of changes are proposed to the non-represented Wages and Benefits. The changes include the reduction of the non-represented pension multiplier from 2.25 to 2.0, a 3% wage increase, the relocation of a number of positions on the wage/salary table, and changes to the fringe benefit package.

FINANCIAL IMPACT:
None.

BUDGET ACTION REQUIRED:
None.

STAFF RECOMMENDATION:
To approve the non-represented wage and benefit structure, as presented.

COMMITTEE RECOMMENDATION:

Non-Represented Employment Benefits

Holidays

Non-Represented employees shall be eligible to observe the following holidays with pay:

New Year's Day, Martin Luther King Junior's Birth Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

Note: For Department of Public Works Employees, in lieu of recognizing Martin Luther King Junior's Birthday, Veteran's Day, and the Day after Thanksgiving, employees shall receive 3 additional Personal Leave Days.

Health/Dental/Vision Insurance Benefits

Health Insurance: Priority HMO. Employees are eligible after 30 calendar days of employment.

Dental Insurance: Priority HMO - Preventative and Diagnostic services covered 100%; Routine services covered at 80% after deductible ($50 person/$150 family per year); major restorative and Orthodontia covered at 50% after deductible ($50 person/$150 family per year); $1,000 yearly maximum/$1,500 maximum for orthodontia.

Vision Insurance: Must use a participating provider (see priorityhealth.com). $10 co-pay for eye exam; lenses (2) $10 co-pay; frames $70 allowance; contact lenses in lieu of glasses $90 allowance.

Non-Represented Employees eligible for health/dental/vision insurance may opt to decline participation in the City's insurance program. Those who opt out of the insurance program shall be entitled to select bi-weekly payments in the form of either salary or Health Care Savings Plan Contributions, per the following schedule:

Insurance Eligibility	Insurance Acceptance	Bi-Weekly Compensation	Bi-Weekly HCSP Contribution*
Single Coverage	None	$75	$125
Multi-Person Coverage	None	$150	$225
Multi-Person Coverage	Single Coverage	$75	$125

*with an eligible plan

Retiree Health Insurance

Employees hired after January 1, 2011, shall not be eligible for the City's conventional retiree health insurance program. In lieu of eligibility in the City's conventional retiree health insurance program, Employees hired after January 1, 2011, shall be eligible for the City's Health Care Savings Program (HCSP). Department/Division Heads eligible for the City's HCSP and not the City's conventional retiree health insurance program shall make a required 2.00% contribution of wages into the HCSP, while the City shall make a required 3.00% contribution of wages into the HCSP.

Life/Accidental Death and Dismemberment

Effective upon the completion of 30 calendar days of employment with the City of Muskegon, employees shall be eligible for Life/Accidental Death and Dismemberment Insurance equal to 200% of annual base salary, up to $200,000 maximum. If fully disabled, life insurance is provided by the City up to the age of 70. Employees shall also have the option to purchase additional life insurance, with the cost being deducted through payroll.

Long-Term Disability

Standard benefit is 60% of pre-disability earnings, up to a maximum monthly benefit of $5,000. Employee must be disabled for a minimum of three months to qualify. Employees are eligible after 90 days of fulltime employment.

Conventional Pension Program

Employees hired prior to July 1, 2005 shall be eligible for the City's conventional Pension Program. Effective February 1, 2017, the pension multiplier shall be 2.0%. Employees are required to contribute 5% of wages to the conventional pension program.

Defined Contribution Pension Program

Employees hired after July 1, 2005 shall not be eligible for the City's conventional Pension Program. In lieu of eligibility in the City's conventional Pension Program, Employees hired after July 1, 2005 shall be eligible for the City's Defined Contribution Pension Program. Employees eligible for the City's Defined Contribution Pension Program shall make a required 3% contribution to the Defined Contribution Pension Program, while the City shall make a required 6% contribution to the Defined Contribution Pension Program.

Deferred Compensation Savings Program

Employees shall be eligible to participate in the City's 457 Deferred Compensation Program. Effective January 1, 2018, the City will match up to $2,000 per year in voluntary contributions by each employee.

Flexible Spending

Employees may choose to set aside a portion of their pre-tax income to pay for medical and dependent care needs. Open enrollment is held in May each year.

Leaves of Absence

Special leaves of absence may be provided for employees who find it necessary to be absent from their work for an extended period of time. Categories of leave include medical, military, educational, and personal. Policies governing each leave vary; all requests are subject to approval.

Vacation and Personal Leave

Effective upon the completion of 6 calendar months of employment with the City of Muskegon, employees shall be eligible for Vacation and Personal Leave as follows:

Completed Years of Service	Vacation Days	Personal Leave Days
0	0	2
1-4	12	2
5-9	15	2
10-14	17	2
15-19	20	2
20+	25	2
Division Heads	Up To 25	2

Sick Leave

Employees accrue 3.6923 hours bi-weekly. Sick time is available for use after the six month service requirement has been met. Any accumulation over 1056 hours is compensated at 50%. Upon retirement, the City pays 75% of accumulated, unused sick leave. Upon termination of employment under honorable conditions, the City pays 50% of accumulated unused sick leave, provided the employee has worked a minimum of twelve consecutive months.

Bereavement Leave

In the event of death in the immediate family of an employee, consisting only of spouse, parent, grandparent, child, brother, sister, mother-in-law, father in-law, son-in-law, daughter-in-law, brother-in law, sister-in-law, grandchild, and grandparent-in-law and the employee attends the funeral service, such employee shall be granted up to 3 days leave of absence with full pay. In the event of death in the step family of an employee, consisting only of step-parent, step-grandparent, step-child, step-brother, step-sister, step mother-in-law, step father-in-law, step son-in-law, step daughter-in-law, step brother-in-law, step sister-in-law, step-grandchild, and step-grandparent-in-law, and the employee attends the funeral service, shall be granted up to two days with pay. In the event of death in the family of such employee other than above, 1 day leave is granted with pay, and shall be taken on the day of the funeral and provided the employee attends the funeral.

Jury Duty

If an employee is summoned to report for jury duty, the employee will be paid the difference between normal wages earned on affected days and jury fees allotted by the courts.

Longevity Pay

Employees with 5 years of service are eligible for a longevity payment of $300; $600 with 10 years of service; $900 with 15 years of service; $1,200 with 20 years of service; $1500 with 25 years of service. Half-payments are made in June and December.

Employee Recognition Program

The Employee Recognition award is the City's way of saying "Thank You" for years of valued efforts. Awards vary depending on number of years of service.

Employee Assistance Program

The EAP is a referral service for employees and their families who need help with personal problems. All counseling is confidential. Call 726-3582 for direct contact with a counselor.

Savings Bonds

Savings Bonds may be purchased through payroll deduction. Bonds start in denominations of $100, and are mailed directly to your home from the bank.

Payroll Direct Deposit

Electronic deposit available to most financial institutions.

YMCA

Same as all other non-represented employees

Residency Bonus

Effective July 1, 2017, a Residency Bonus of 2% of base wages will be added to each pay period in which an employee maintains and occupies a principle residence within the corporate limits of the City of Muskegon.

Performance Incentives

From time to time, the City Manager may set certain measurable performance standards in place as employees take on additional work outside of their normal duties. The City Manager may provide incentives in the form of additional vacation days, retirement savings contributions, and/or salary bonuses to certain employees successfully undertaking those additional duties or projects.

In addition to the above, all legally mandated benefits (such as Family Medical Leave) are provided for City employees.

	CURRENT		PROPOSED		NEW RANGE	
	RANGE	PAY	RANGE	PAY	START	MAXIMUM
RANGE A					**$ 83,783.29**	**$ 111,263.69**
Public Safety Director	IA-11	$ 108,023.00	A-11	$ 111,263.69		
Public SERVICES Director	IA-11	$ 108,023.00	A-11	$ 111,263.69		
Finance AND ADMINISTRATIVE SERVICES Director	IA-9	$ 102,686.00	A-10	$ 108,514.62		
Community/Economic Development Director	1A-10	$ 105,354.00	I-10	$ -		
RANGE B					**$ 78,387.41**	**$ 94,367.57**
City Treasurer/Income Tax Administrator	IIA-11	$ 91,619.00	B-11	$ 94,367.61		
Assistant Finance Director	IIB-11	$ 87,747.00	B-11	$ 94,367.61		
Information Systems Director	IIB-11	$ 87,747.00	B-8	$ 89,573.55		
RANGE C					**$ 72,285.61**	**$ 90,379.41**
City Clerk	IIIA-10	$ 81,819.00	C-8	$ 84,951.27		
Water Filtration Plant Superintendent	IIIA-11	$ 83,870.00	C-9	$ 86,760.65		
RANGE D					**$ 60,758.67**	**$ 80,565.57**
Network Administrator	VI-11	$ 65,546.00	D-5	$ 68,681.43		
Superintendent of Public Utilities	VI-11	$ 65,546.00	D-7	$ 72,642.81		
Superintendent of Public Works	VI-11	$ 65,546.00	D-7	$ 72,642.81		
Community & Neighborhood Services Director	IIIB-7	$ 70,527.00	D-7	$ 72,642.81		
RANGE E					**$ 56,609.97**	**$ 75,733.57**
EEO/RISK MANAGEMENT DIRECTOR	V-11	$ 69,517.00	E-9	$ 71,908.85		
PLANNING MANAGER	VIIA-11	$ 60,767.00	E-5	$ 64,259.41		
RANGE F					**$ 49,309.78**	**$ 65,651.51**
Equipment Supervisor*	VIIA-11	$ 60,767.00	F-10	$ 64,017.31		
Highway Supervisor *	VIIA-8	$ 56,305.00	F-7	$ 59,114.80		
Parks Supervisor*	VIIA-11	$ 60,767.00	F-10	$ 64,017.31		
Public Utilities Supervisor*	VIIA-8	$ 56,305.00	F-7	$ 59,114.80		
Water/Sewer Supervisor*	VIIA-6	$ 53,332.00	F-5	$ 55,846.46		
Water/Sewer Supervisor*	VIIA-6	$ 53,332.00	F-9	$ 62,383.14		
Administrative Services Supervisor - DPW	VIIA-9	$ 57,793.00	F-7	$ 59,114.80		
Management Assistant - Finance*	VIII-11	$ 53,951.00	F-5	$ 55,846.46		
Technology Support Specialist	N/A	$ -	F-1	$ 49,309.78		

Treasury Services Supervisor	VIII-5	$	46,052.00	F-1	$	49,309.78		
Income Tax Auditor	VIII-11	$	53,951.00	F-5	$	55,846.46		
Police Records Supervisor	VII-1	$	43,418.00	F-1	$	49,309.78		
Deputy City Clerk	VIII-11	$	53,951.00	F-5	$	55,846.46		
RANGE G							**$ 42,009.58**	**$ 55,569.53**
Special Projects Coordinator	VIIB-7	$	51,527.00	G-8	$	51,527.05		
Police Community Coordinator	VII-11	$	53,951.00	G-11	$	55,569.63		
Executive Assistant to City Manager	VIII-8	$	50,002.00	G-8	$	51,527.05		
Code Coordinator	VIII-10	$	52,635.00	G-9	$	52,856.51		
Administrative Assistant/Event Coordinator	X-6	$	38,946.00	G-11	$	42,009.58		
RANGE H							**$ 37,176.82**	**$ 49,122.76**
Planner I	N/A	$	-	H-1	$	37,176.82		
Administrative Assistant - Planning	VIII-11	$	44,326.00	H-8	$	45,538.36		
Administrative Assistant - Public Safety	X-6	$	38,946.00	H-4	$	40,761.22		
City Hall Building Maintenance Worker	X-6	$	38,946.00	H-4	$	40,761.22		

*position qualifies for $300 call-in/overtime offset pay per pay period

2107 NON-UNION SALARY SCHEDULE

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
RANGE A	$ 83,783.29	$ 86,531.33	$ 89,279.37	$ 92,026.38	$ 94,774.42	$ 97,523.49	$ 100,259.17	$ 103,018.54	$ 105,766.58	$ 108,514.62	$ 111,263.69
RANGE B	$ 78,387.41	$ 79,985.43	$ 81,583.45	$ 83,181.47	$ 84,779.49	$ 86,377.51	$ 87,975.53	$ 89,573.55	$ 91,171.57	$ 92,769.59	$ 94,367.61
RANGE C	$ 72,285.61	$ 74,094.99	$ 75,904.37	$ 77,713.75	$ 79,523.13	$ 81,332.51	$ 83,141.89	$ 84,951.27	$ 86,760.65	$ 88,570.03	$ 90,379.41
RANGE D	$ 60,758.67	$ 62,739.36	$ 64,720.05	$ 66,701.77	$ 68,681.43	$ 70,662.12	$ 72,642.81	$ 74,622.47	$ 76,605.22	$ 78,585.91	$ 80,565.57
RANGE E	$ 56,609.97	$ 58,522.33	$ 60,434.69	$ 62,347.05	$ 64,259.41	$ 66,171.77	$ 68,084.13	$ 69,996.49	$ 71,908.85	$ 73,821.21	$ 75,733.57
RANGE F	$ 49,309.78	$ 50,943.95	$ 52,578.12	$ 54,212.29	$ 55,846.46	$ 57,480.63	$ 59,114.80	$ 60,748.97	$ 62,383.14	$ 64,017.31	$ 65,651.51
RANGE G	$ 42,009.58	$ 43,365.06	$ 44,720.54	$ 46,078.08	$ 47,433.56	$ 48,789.04	$ 50,143.49	$ 51,527.05	$ 52,856.51	$ 54,214.05	$ 55,569.53
RANGE H	$ 37,176.82	$ 38,370.59	$ 39,564.36	$ 40,761.22	$ 41,954.99	$ 43,149.79	$ 44,343.56	$ 45,538.36	$ 46,733.16	$ 47,927.96	$ 49,122.76

Commission Meeting Date: January, 2017

Date: February 7, 2017

To: Honorable Mayor and City Commissioners

From: Planning & Economic Development

RE: Request to Create a New Neighborhood Enterprise Zone District at 275 W Clay Ave

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SUMMARY OF REQUEST:

Pursuant to Public Act 147 of the Michigan Public Acts of 1992, the developer of the Berkshire Muskegon project has requested to create a new Neighborhood Enterprise Zone (NEZ) district for the parcel at 275 W Clay Ave. Properties located in this NEZ district will be eligible to apply for NEZ certificates, which will lower the residential property taxes on new construction. Notice letters were sent to the taxing jurisdictions on December 13, 2016 and a public hearing was held on January 24, 2017. State law requires that the resolution must be adopted at least 60 days after the notice letters were sent. This project will include 16 market-rate units.

FINANCIAL IMPACT:

No financial impact at this point. However, being in a district will allow them to apply for a rehab NEZ certificate, which will lower the residential property taxes for 1 to 15 years.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the new NEZ district.

COMMITTEE RECOMMENDATION:

None

Resolution No. ________

MUSKEGON CITY COMMISSION

RESOLUTION TO CREATE A NEW NEIGHBORHOOD ENTERPRIZE ZONE DISTRICT WITHIN THE CITY OF MUSKEGON

WHEREAS, the City of Muskegon currently has established Neighborhood Enterprise Zone districts within the City, and;

WHEREAS, the City of Muskegon would like to create a new Neighborhood Enterprise Zone district to a new location within the City, and;

WHEREAS, notices were sent to the local taxing jurisdictions on December 13, 2016, and;

WHEREAS, a public hearing was held regarding the creation of this new district on January 24, 2017; and

WHEREAS, the new district boundaries will include the property known as “Berkshire Muskegon (275 W Clay Ave, property #24-205-328-0001-00) ,” as shown in Attachment A, and;

WHEREAS, the total square footage of Neighborhood Enterprise Zone districts in Muskegon will not exceed 15% of the total square footage of the City;

NOW, THEREFORE, BE IT RESOLVED that the new Neighborhood Enterprise Zone district in the City of Muskegon have been approved.

Adopted this 14th day of February, 2017.

Ayes:

Nays:

Absent:

By: ___________________________
Stephen J. Gawron, Mayor

Attest: _________________________
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on February 14, 2017.

By: ___________________________

Ann Meisch
City Clerk

Attachment A

Commission Meeting Date: February 14th, 2017

Date: January 19, 2017

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Sale of City-owned home at 867 Williams Street

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SUMMARY OF REQUEST: To approve the attached resolution and instruct the Community and Neighborhood Services department to complete the sales transaction with Nancy Crider for the totally rehabilitated home at 867 Williams Street: purchase price $58,900.

FINANCIAL IMPACT: The proceeds from the sale will be used to continue the rehabilitation of affordable homes through the HOME program and provide funding for our Homebuyer's Assistance Program.

BUDGET ACTION REQUIRED: None.

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

COMMITTEE RECOMMENDATION: None.

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE SALE OF
HUD PROPERTY AT 867 WILLIAMS

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

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

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

NOW THEREFORE, BE IT RESOLVED that the City Commission hereby approves the sale of the property at 867 Williams to Nancy Crider. This home has been renovated by Community and Neighborhood Services Department through the Home-Buyer Program.

Adopted this 14th of February, 2017.

Ayes:

Nays:

By ______________________________
Stephen J. Gawron, Mayor

By ______________________________
Ann Marie Meisch, MMC City Clerk

AM_Resolution