CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 13, 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. Accept Resignation and Make Appointments to Various Boards and Committees. CITY CLERK

C. Purchase of Computer Equipment. PUBLIC SAFETY

D. Contract Agreement-Pagers-American Messaging. PUBLIC SAFETY

E. Agreement with Liberty Disposal Services-Fireworks Disposal. PUBLIC SAFETY

F. Sale of Buildable Vacant Lot at 1364 Wesley Avenue. PLANNING & ECONOMIC DEVELOPMENT

G. Purchase Agreement Between the City of Muskegon and the Downtown Development Corporation for the Downtown Redevelopment Right-of-Ways. PLANNING & ECONOMIC DEVELOPMENT

H. Smartzone – Pre-Seed Fund Agreement. PLANNING & ECONOMIC DEVELOPMENT

I. Transfer of Fire and 517M Employees to the Municipal Employees' Retirement System. FINANCE

J. Budgeted Vehicle Replacement. PUBLIC WORKS

K. Purchase of 1080 E. Laketon Avenue. COMMUNITY & NEIGHBORHOOD SERVICES

L. Purchase of 627 E. Apple Avenue. COMMUNITY & NEIGHBORHOOD SERVICES

M. Grant Applications for Safety Funds. ENGINEERING

N. Deputy City Clerk Salary Range Change. CITY MANAGER

- **PUBLIC HEARINGS:**

A. Resolution Revoking the Personal & Real Property Components of the Industrial Development Certificate for Bekaert Corporation. PLANNING & ECONOMIC DEVELOPMENT

B. Resolution Revoking a Personal Property Industrial Development Certificate for Competitive Edge Wood Specialties, Inc. PLANNING & ECONOMIC DEVELOPMENT

C. Create a Special Assessment District for Creston Street, Evanston to Laketon. ENGINEERING

D. Create a Special Assessment District for Park Street, Hackley to Young. ENGINEERING

- **COMMUNICATIONS:**
- **CITY MANAGER'S REPORT:**
- **UNFINISHED BUSINESS:**
- **NEW BUSINESS:**

A. Management Agreement for Fisherman's Landing. FINANCE

B. Engineering Services Agreement for Traffic Signals Upgrade along Laketon Avenue between Creston and Lakeshore. ENGINEERING

C. Request to Fly the Irish Flag. CITY CLERK

D. 2007 - 2008 City Commission Goals. CITY MANAGER

E. Concurrence with the Housing Board of Appeals Notice and Order to Demolish 487 W. Clay. PUBLIC SAFETY

- **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 13, 2007**

To: **Honorable Mayor and City Commissioners**

From: **Ann Marie Becker, City Clerk**

RE: **Approval of Minutes**

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, January 23rd, and the City Commission Goal Setting Session that was held on Friday, January 26th.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 13, 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 13, 2007.

Mayor Warmington opened the meeting with a prayer from Dr. Gordon Aikin from the Central Assembly of God after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Stephen Gawron, 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.

2007-14 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, January 23rd, and the City Commission Goal Setting Session that was held on Friday, January 26th.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Accept Resignation and Make Appointments to Various Boards and Committees. CITY CLERK

SUMMARY OF REQUEST: To accept resignations from Mary Anne Riters from the Income Tax Board of Review and Duane Barnes from the Local Development Finance Authority; and make appointments to the Community Relations Boards and Committees.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: The Community Relations Committee

recommended approval at their February 5th meeting.

C. Purchase of Computer Equipment. PUBLIC SAFETY

SUMMARY OF REQUEST: Police Department staff request that the Commission approve the use of Criminal Forfeiture Funds to purchase new computer hardware. These computers will be utilized in the Records Office, Traffic Office and Director's Office. The current computers are approximately 4 years old and we are beginning to experience a number of malfunctions. We would like to replace 12 computers. This bid was developed with the assistance of the Information Technologies Department.

FINANCIAL IMPACT: Cost for this package is $15,242.32. This estimate includes 12 Microsoft Office licenses ($326.91 each) from CDWG Corporation. There is no impact on General Fund monies.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of this request.

E. Agreement with Liberty Disposal Services-Fireworks Disposal. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety is requesting approval to enter into an agreement with Liberty Disposal Services Inc. of Iron Mountain, Michigan who will provide an approved container for the storage of confiscated fireworks. In return for providing the container, along with the removal of the confiscated material, Liberty gains the rights to this material. This procedure has been approved by the Bureau of Alcohol, Tobacco, Firearms and Explosives.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the agreement.

F. Sale of Buildable Vacant Lot at 1364 Wesley Avenue. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant buildable lot at 1364 Wesley Avenue (Parcel #24-611-000-0259-00) to Erik Thorsen. The lot is 75 x 139 ft. and is being offered to Mr. Thorsen for $6,750. A single family home will be constructed. The home will be a single story and have a two stall attached garage, three bedrooms, two bathrooms, and a basement. The square footage of the home will have a minimum of 1260 square feet as required by the policy.

FINANCIAL IMPACT: The sale of this lot for the construction of a single family home will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED: None

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

G. **Purchase Agreement Between the City of Muskegon and the Downtown Development Corporation for the Downtown Redevelopment Right-of-Ways.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the donation of the former street right-of-ways to the City for the construction of Second Street from Clay to Morris; Jefferson Street from Clay to Western; Market Street from Western to Terrace; and First from Western to Clay.

FINANCIAL IMPACT: The City would be responsible to pay for half of the closing costs and the registering of the deed. The DMDC will be responsible to pay half of the closing costs, title insurance, and any recordings to clear title.

BUDGET ACTION REQUIRED: Payment would be made out of the Public Improvement Fund.

STAFF RECOMMENDATION: To approve the Purchase Agreement and authorize both the Mayor and the Clerk to sign the documents necessary to acquire the property for the City right-of-way.

H. **Smartzone – Pre-Seed Fund Agreement.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon will be receiving $50,000 over a two-year period to assist with the administration of the Pre-Seed Loan fund through the State Smartzone program. The funding can be used for administration, as well as to assist potentially eligible applicants through the process. Since the loans are available throughout the Smartzone Area (not only on the actual Smartzone site - Edison Landing), staff is recommending that Muskegon Area First administer the program.

FINANCIAL IMPACT: The City will be receiving $50,000 from the State of Michigan through the Pre-Seed Fund. These funds will be used to pay MAF for administrative services.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the Letter of Agreement between the City of Muskegon and Muskegon Area First and authorize the Mayor to sign.

I. **Transfer of Fire and 517M Employees to the Municipal Employees' Retirement System.** FINANCE

SUMMARY OF REQUEST: Members of the City's Firefighter and DPW/517M unions have voted in favor of moving pension administration for their members to the Municipal Employees' Retirement System of Michigan. The change affects current employees who are members of the City's defined benefit pension plan. New hires and current members of the defined contribution plan are not impacted by this change. Approval of this change effectively means that the

City will no longer have locally-administered pension plans.

FINANCIAL IMPACT: MERS provides a cost-effective solution for retirement system administration. As the City faces tight budgets, it is essential that we take advantage of opportunities to maintain or improve service levels while lowering costs. MERS provides such an opportunity.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the resolutions moving Fire and 517M employees to the Municipal Employees' Retirement System of Michigan and authorize the Mayor, Clerk and other required city officials to sign the documents necessary to implement this move.

J. **Budgeted Vehicle Replacement.** PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase one Dodge Ram 1500 Quad Cab 4 x 4 truck.

FINANCIAL IMPACT: $20,228.29

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve purchase using the Michigan State Purchasing Contract.

K. **Purchase of 1080 E. Laketon Avenue.** COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the purchase of 1080 E. Laketon Avenue from the U. S. Department of HUD for $1 through its Good Neighbor Program. This allows a municipality to purchase a home for one dollar, if a property is on the market for more than six months.

After 1080 E. Laketon Avenue is obtained, the City will contract to have the house totally rehabilitated then sell it to a qualified family continuing the City's aggressive neighborhood revitalization efforts.

FINANCIAL IMPACT: The dollar will come from Community and Neighborhood Services HOME program income fund.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request to purchase the $1 home.

L. **Purchase of 627 E. Apple Avenue.** COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the purchase of 627 E. Apple Avenue from the U. S. Department of HUD for $1 through its Good Neighbor Program. This allows a municipality to purchase a home for one dollar, if a property is on the market for more than six months.

After 627 E. Apple Avenue is obtained, the City will contract to have the house totally rehabilitated then sell it to a qualified family continuing the City's aggressive neighborhood revitalization efforts.

FINANCIAL IMPACT: The dollar will come from Community and Neighborhood Services HOME program income fund.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request to purchase the $1 home.

N. Deputy City Clerk Salary Range Change. CITY MANAGER

SUMMARY OF REQUEST: To upgrade the salary range for the Deputy City Clerk position from Range X to Range IX of the Non-represented Employee Salary Schedule.

FINANCIAL IMPACT: $3,049 is the difference in the top of the two ranges.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the requested salary range change.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the Consent Agenda as read minus item D and M.

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

Nays: None

MOTION PASSES

2007-15 ITEMS REMOVED FROM THE CONSENT AGENDA:

D. Contract Agreement-Pagers-American Messaging. PUBLIC SAFETY

SUMMARY OF REQUEST: Public Safety Division staff request that the Commission consider our request to enter into a contract with American Messaging Services, LLC of White Lake, Michigan to provide paging services for emergency personnel. The service is used to disseminate emergency messages and for staff call-back.

We have agreed to administer a master account that would also include Muskegon Central Dispatch, Muskegon Charter Township and the Fruitport Fire Department. We have requested service for 133 units. American Messaging Services has quoted a price of $5.25 per unit, which results in a 17% savings over the previous contract with Verizon Wireless. American Messaging Services recently purchased the paging service from Verizon. We are requesting that the agreement be for two years.

FINANCIAL IMPACT: The cost is provided for in the 2007 budget and will be a part of the 2008 budget.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of this request.

Motion by Commissioner Davis, second by Commissioner Spataro to approve the contract agreement for pagers with American Messaging Services, LLC.

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

Nays: None

MOTION PASSES

M. <u>Grant Applications for Safety Funds.</u> ENGINEERING

SUMMARY OF REQUEST: Authorize staff, by adopting the resolution, to submit the following projects for possible Safety Funds in 2008:

1. Sherman @ Henry intersection improvements; estimated total cost of the project is $200,000, local match is $50,000.
2. Sidewalks along the north side of Sherman between Barclay & Henry; estimated total cost is $50,000 of which $15,000 would be the local match.

FINANCIAL IMPACT: A local share of 25% will be required for all projects.

BUDGET ACTION REQUIRED: None at this time. Should either or both be approved for grants, they will be listed in the 2008 budget.

STAFF RECOMMENDATION: Authorize staff to submit the applications.

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the grant applications for Safety Funds making the sidewalk contingent on securing the necessary right-of-way.

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

Nays: None

MOTION PASSES

2007-16 PUBLIC HEARINGS:

A. <u>Resolution Revoking the Personal & Real Property Components of the Industrial Development Certificate for Bekaert Corporation.</u> PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, the City of Muskegon requests that the personal property component and the real property component of the Industrial Development Certificate No. 01-329 issued to Bekaert Corporation be revoked. The certificate was originally requested June 14, 2001 by Bekaert Corporation. Bekaert Corporation ceased operations in 2006 and the building is vacant.

FINANCIAL IMPACT: Bekaert Corporation will reimburse the abated taxes.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To hold a public hearing and authorize the Mayor and Clerk to sign the resolution revoking the personal property component and the real property component of IFT Certificate No. 01-329.

Motion by Vice Mayor Gawron, second by Commissioner Carter to close the Public Hearing and authorize the resolution revoking the personal property and real property component of the Industrial Development Certificate for Bekaert Corporation.

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

Nays: None

MOTION PASSES

B. **Resolution Revoking a Real Property Industrial Development Certificate for Competitive Edge Wood Specialties, Inc.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, the City of Muskegon requests that the real property component of the Industrial Development Certificate No. 99-053 issued to Competitive Edge Wood Specialties, Inc. be revoked. The certificate was originally requested November 24, 1998 by Competitive Edge Wood Specialties, Inc. Competitive Edge Wood Specialties, Inc. ceased operations in 2006 and the building is vacant.

FINANCIAL IMPACT: Competitive Edge Wood Specialties, Inc. will reimburse the abated taxes.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To hold a public hearing and authorize the Mayor and Clerk to sign the resolution revoking the real property component of IFT Certificate No. 99-053.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to close the Public Hearing and adopt the resolution revoking the real property component of the Industrial Development Certificate for Competitive Edge Wood Specialties, Inc.

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

Nays: None

MOTION PASSES

C. **Create a Special Assessment District for Creston Street, Evanston to Laketon.** ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the proposed special assessment for Creston Street, Evanston to Laketon 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.

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 resolution.

Motion by Commissioner Carter, second by Commissioner Shepherd to close the Public Hearing and create the special assessment district for Creston Street, Evanston to Laketon.

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

Nays: None

MOTION PASSES

Mayor Warmington appointed Commissioner Carter and Wierengo to the Board of Assessors.

D. Create a Special Assessment District for Park Street, Hackley to Young. ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the proposed special assessment for Park Street, Hackley to Young, 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.

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 resolution.

Motion by Commissioner Carter, second by Commissioner Spataro to close the Public Hearing and create the special assessment district for Park Street, Hackley to Young.

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

Nays: None

MOTION PASSES

Mayor Warmington appointed Commissioner Spataro and Vice Mayor Gawron to the Board of Assessors.

2007-17 NEW BUSINESS:

A. Management Agreement for Fisherman's Landing. FINANCE

SUMMARY OF REQUEST: The proposed agreement for management of Fisherman's Landing is for the next seven years. Staff has met with Fisherman's Landing representatives on several occasions to work out details of the agreement and to forge a stronger relationship with the group. Key provisions of the new agreement:

- Fisherman's Landing assumes responsibility for grass mowing and peak-

season electric costs;

- Fisherman's Landing to provide financial reports and meet periodically with staff;
- Fisherman's Landing to submit for approval site plan of improvements and campground expansion;
- Facility to move towards self-sufficiency and further relieve city of financial obligations

Staff believes Fisherman's Landing, Inc. is in the best position to manage the facility and oversee its continued future growth. Both parties recognize the need to improve communications. The agreement also contains a thirty-day termination clause.

FINANCIAL IMPACT: Estimated $10,000 cost savings to City by additional responsibilities being taken on by Fisherman's Landing manager. Goal to make facility completely self-supporting.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the management agreement for Fisherman's Landing.

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

Nays: None

MOTION PASSES

B. <u>Engineering Services Agreement for Traffic Signals Upgrade along Laketon Avenue between Creston and Lakeshore.</u> ENGINEERING

SUMMARY OF REQUEST: Authorize staff to enter into an engineering services agreement with Wade Trim Inc. out of Grand Rapids to provide the design, plans and specification to upgrade the traffic signals along Laketon Avenue. This upgrade would provide for the conversion to light emitting diode (LED) signals that will save a considerable amount of energy usage and also a better progression by installing loop detectors.

Wade Trim is being recommended for three main reasons:

A. We already have a contract with them for two other projects, signal installation at Harvey & Marquette and the conversion of Muskegon & Webster projects.

B. Their proposed fee of $20,500 is very reasonable

C. To meet a tight schedule set by Michigan Department of Transportation's schedule to secure the federal funds.

FINANCIAL IMPACT: $8,400 for the design and specifications.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with Wade Trim Inc.

Motion by Vice Mayor Gawron, second by Commissioner Davis to authorize staff to enter into an agreement with Wade Trim Inc. for traffic signal upgrade along Laketon Avenue between Creston and Lakeshore.

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

Nays: None

C. **Request to Fly the Irish Flag.** CITY CLERK

SUMMARY OF REQUEST: The Muskegon Irish American Society is requesting permission to fly the Irish Flag at Hackley Park from Friday, March 16th to celebrate St. Patrick's Day through Friday, March 23rd.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Deny the request because there is only one flag staff at Hackley Park which has the American flag on it. Offer the alternative to fly the flag at City Hall as is current practice.

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the request to fly the Irish Flag at City Hall as is current practice.

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

Nays: None

MOTION PASSES

D. **2007 - 2008 City Commission Goals.** CITY MANAGER

SUMMARY OF REQUEST: To adopt the 2007 – 2008 City Commission goals.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the Vision, Value and Mission statements and the 2007 – 2008 goals.

COMMITTEE RECOMMENDATION: The City Commission determined these goals at their annual goal setting session on January 26, 2007.

Motion by Vice Mayor Gawron, second by Commissioner Spataro to approve the Vision, Value and Mission statements and the 2007-2008 goals.

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

Nays: None

MOTION PASSES

E. **Concurrence with the Housing Board of Appeals Notice and Order to Demolish 487 W. Clay.** PUBLIC SAFETY

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure located at 487 W. Clay is unsafe, substandard, a public nuisance and that it be demolished within thirty days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: General Funds

BUDGET ACTION REQUIRED: None

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

Motion by Commissioner Spataro, second by Commissioner Carter to concur with the Housing Board of Appeals notice and order to demolish 487 W. Clay.

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

Nays: Wierengo

MOTION PASSES

ANY OTHER BUSINESS:

Mayor Warmington thanked Commissioner Shepherd for representing the City on the MML Legislative Governance Committee.

Commissioner Shepherd commended Pat Bice, Administrative Secretary to the City Manager's Office, for her effort and work for Black History Month.

PUBLIC PARTICIPATION:

The following spoke on the Commission's decision to demolish 487 W. Clay:

Michael Dewitt; Scott Sieradzki, 1074 Kampenga; and Mr. Vink, 1148 Terrace Manor.

ADJOURNMENT: The City Commission Meeting adjourned at 6:37 p.m.

Respectfully submitted,

Ann Marie Becker, MMC
City Clerk

Date: **February 13, 2007**

To: **Honorable Mayor and City Commissioners**

From: **City Clerk**

RE: **Accept Resignation and Make Appointments to Various Boards and Committees**

SUMMARY OF REQUEST: To accept resignations from Mary Anne Riters from the Income Tax Board of Review and Duane Barnes from the Local Development Finance Authority; and make appointments to the Community Relations Boards and Committees.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: The Community Relations Committee recommended approval at their February 5th meeting.

CITY OF MUSKEGON
COMMUNITY RELATIONS COMMITTEE

APPOINTMENTS TO COMMITTEES/BOARDS

Board of Review
Ralph Burr – citizen
Donald Haas – citizen
Georgia Strube – citizen

Citizen's Police Review Board
Ann Craig – neighborhood association representative
Dardinella Hippchen – neighborhood association representative
William Muhammad – minority based organization
Adelia Winchel – citizen at-large
Quintan Cooley – citizen at-large
Sonya Hernandez – minority based organization

CDBG Citizen's District Council
Virgie Jackson – target area representative
Addie Sanders-Randall – citizen at-large
Michael Miller – at-large
Ryan McCabe – target area representative

Construction Code Board of Appeals
Kevin Donovan – construction manager
Matthew Tighe - mechanical
Vicki Webster – public health

District Library Board
Craig Brown commencing July 1, 2007

Downtown Development Authority
Paul Edbrooke – interest in the property in the district
Martha Bottomley – citizen
Rich Taylor – citizen

Election Commission
Elwyn Drent – citizen

Equal Opportunity Committee
Romella Ealom – citizen
Luis Suarez – citizen
Douglas Beecham – citizen

Historic District Commission
Tim Bosma – registered architect
Karen Panozzo – reside or have occupational or financial interest in historic district

Housing Code Board of Appeals
Ed Simmons – citizen
Gregory Borgman – citizen

Income Tax Board of Review
James Davies – resident

Land Reutilization Commission
Clement Coulombe - officer of a financial institution

Leisure Services Board
Gregory Roberts – citizen at-large
Laura Kolberg – citizen at-large

Local Development Finance Authority
Faye Redmond

Public Relations Committee
Bill Loxterman – person with marketing and/or public relations background
John VanWyck – person with marketing and/or public relations background
Debra Brown-Hendrickson – citizen at-large

Zoning Board of Appeals
Jane Cling-man Scott – resident
Bill Larson – resident

CITY COMMISSION MEETING
Tuesday, February 13, 2007

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: January 23, 2007

SUBJECT: Purchase of Computer Equipment

SUMMARY OF REQUEST:

Police Department staff request that the Commission approve the use of Criminal Forfeiture Funds to purchase new computer hardware. These computers will be utilized in the Records Office, Traffic Office and Director's Office. The current computers are approximately 4 years old and we are beginning to experience a number of malfunctions. We would like to replace 12 computers.

This bid was developed with the assistance of the Information Technologies Department. Specifications for the computers are attached.

FINANCIAL IMPACT:

Cost for this package is $15,242.32. This estimate includes 12 Microsoft Office licenses ($326.91 each) from CDWG Corporation. There is no impact on General Fund monies.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approval of this request.

DELL

QUOTATION

QUOTE #: 343585864
Customer #: 3923456
Contract #: N39913562
CustomerAgreement #: A63307
Quote Date: 1/22/07
Customer Name: CITY OF MUSKEGON

Date: 1/22/07 3:20:34 PM

TOTAL QUOTE AMOUNT:	$1,975.60		
Product Subtotal:	**$1,975.60**		
Tax:	**$0.00**		
Shipping & Handling:	**$0.00**		
Shipping Method:	**Ground**	**Total Number of System Groups:**	**1**

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: $987.80	GROUP TOTAL: $1,975.60
Base Unit:		OptiPlex 320 Desktop,Pentium D925/3.00GHz,2X2M,800FSB (222-3453)	
Processor:		NTFS File System,Factory Install (420-3699)	
Memory:		1.0GB,Non-ECC,533MHz DDR2,1x1GB,OptiPlex 320 (311-6751)	
Keyboard:		Dell USB Keyboard,No Hot Keys English,Black,Optiplex (310-8010)	
Monitor:		Dell E197FP,19 Inch Flat Panel19.0 Inch Viewable Image Size OptiPlex,Precision and Latitude (320-4963)	
Video Card:		128MB ATI Radeon X1300 GraphicCard,w/DVI and TV Out,Low Profile,OptiPlex 320 Desktop and 745 Small Form Factor (320-4930)	
Hard Drive:		80GB SATA 3.0Gb/s and 8MB DataBurst Cache,Dell OptiPlex 320 and 745 (341-4214)	
Floppy Disk Drive:		3.5 inch,1.44MB,Floppy Drive Dell OptiPlex 320 and 745 Desktop or Minitower (341-3840)	
Operating System:		Windows XP Professional Service Pack 2,with Media,DellOptiPlex 320, 740 and 745 English,Factory Install (420-6287)	
Mouse:		Dell USB Premium Optical 5-Button Mouse,Black,OptiPlex (310-8218)	
TBU:		RoHS Compliant Lead Free Chassis and Motherboard,Dell OptiPlex (464-1131)	
CD-ROM or DVD-ROM Drive:		16X DVD+/-RW,Black,Roxio Creator Dell Edition,Dell OptiPlex 320 Desktop or Minitower (313-4734)	
Speakers:		Internal Chassis Speaker Option,Dell OptiPlex Desktop (313-3351)	
Documentation Diskette:		Resource CD contains Diagnostics and Drivers for Dell OptiPlex 320 (313-4383)	
Factory Installed Software:		Energy Smart,Energy Star Labeling,EIST for OptiPlex (if applicable) (310-8344)	
Service:		Type 3 Contract -Next BusinessDay Parts and Labor On-Site Response, Initial Year (980-8910)	
Service:		Type 3 Contract -Next BusinessDay Parts and Labor On-Site Response, 2YR Extended (980-2172)	
Service:		Dell Hardware Warranty Plus Onsite Service, Initial Year (985-4777)	
Service:		Dell Hardware Warranty Plus Onsite Service, Extended Year (985-4578)	
Installation:		Standard On-Site Installation Declined (900-9987)	

SALES REP:	**Dale Maudru**	**PHONE:**	**1800-879-3355**
Email Address:	**dale_maudru@dell.com**	**Phone Ext:**	**7238889**

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

DELL

QUOTATION

QUOTE #: 343585186
Customer #: 3923456
Contract #: N39913562
CustomerAgreement #: A63307
Quote Date: 1/22/07
Customer Name: CITY OF MUSKEGON

Date: 1/22/07 3:20:33 PM

TOTAL QUOTE AMOUNT:	$9,343.80		
Product Subtotal:	**$9,343.80**		
Tax:	**$0.00**		
Shipping & Handling:	**$0.00**		
Shipping Method:	**Ground**	**Total Number of System Groups:**	**1**

GROUP: 1	QUANTITY: 10	SYSTEM PRICE: $934.38	GROUP TOTAL: $9,343.80
Base Unit:		**OptiPlex 320 Desktop,Pentium D925/3.00GHz,2X2M,800FSB (222-3453)**	
Processor:		**NTFS File System,Factory Install (420-3699)**	
Memory:		**1.0GB,Non-ECC,533MHz DDR2,1x1GB,OptiPlex 320 (311-6751)**	
Keyboard:		**Dell USB Keyboard,No Hot Keys English,Black,Optiplex (310-8010)**	
Monitor:		**Dell E177FP,17 Inch Flat Panel17.0 Inch Viewable Image Size OptiPlex,Precision and Latitude (320-4958)**	
Video Card:		**128MB ATI Radeon X1300 GraphicCard,w/DVI and TV Out,Low Profile,OptiPlex 320 Desktop and 745 Small Form Factor (320-4930)**	
Hard Drive:		**80GB SATA 3.0Gb/s and 8MB DataBurst Cache,Dell OptiPlex 320 and 745 (341-4214)**	
Floppy Disk Drive:		**3.5 inch,1.44MB,Floppy Drive Dell OptiPlex 320 and 745 Desktop or Minitower (341-3840)**	
Operating System:		**Windows XP Professional Service Pack 2,with Media,DellOptiPlex 320, 740 and 745 English,Factory Install (420-6287)**	
Mouse:		**Dell USB Premium Optical 5-Button Mouse,Black,OptiPlex (310-8218)**	
TBU:		**RoHS Compliant Lead Free Chassis and Motherboard,Dell OptiPlex (464-1131)**	
CD-ROM or DVD-ROM Drive:		**16X DVD+/-RW,Black,Roxio Creator Dell Edition,Dell OptiPlex 320 Desktop or Minitower (313-4734)**	
Speakers:		**Internal Chassis Speaker Option,Dell OptiPlex Desktop (313-3351)**	
Documentation Diskette:		**No Resource CD for Dell Optiplex,Precision and Latitude Systems (313-3673)**	
Factory Installed Software:		**Energy Smart,Energy Star Labeling,EIST for OptiPlex (if applicable) (310-8344)**	
Service:		**Type 3 Contract -Next BusinessDay Parts and Labor On-Site Response, Initial Year (980-8910)**	
Service:		**Type 3 Contract -Next BusinessDay Parts and Labor On-Site Response, 2YR Extended (980-2172)**	
Service:		**Dell Hardware Warranty Plus Onsite Service, Initial Year (985-4777)**	
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For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

City Commission Meeting
Tuesday February 13, 2007

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker, Director of Public Safety

DATE: January 30, 2007

SUBJECT: Agreement with Liberty Disposal Services-Fireworks Disposal

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Summary of Request:

The Director of Public Safety is requesting approval to enter into an agreement with Liberty Disposal Services Inc. (Liberty) of Iron Mountain, Michigan who will provide an approved container for the storage of confiscated fireworks. In return for providing the container, along with the removal of the confiscated material, Liberty gains the rights to this material. This procedure has been approved by the Bureau of Alcohol, Tobacco, Firearms and Explosives

Financial Impact:

None

Budget Action Required:

None

Staff Recommendation:

Approval of the agreement.

Liberty
DISPOSAL SERVICES, INC.

PO Box 401
Iron Mountain, MI 49801

Phone/Fax: 866.933.4776
www.libertydisposalinc.com

August 23, 2006

Major Metcalf,
Fire Marshal, MFD
Muskegon Fire Department
75 W Walton Ave
Muskegon, MI 49440

Mr. Metcalf:

Thank you for recently contracting Liberty Disposal Services, Inc. We greatly appreciate your business and look forward to working with you in the future.

As you indicated during our telephone conversation the Muskegon Fire Department may be interested in receiving a container for storage needs. LDS would be pleased to supply your department with a cost effective solution that will minimize your burden. LDS specializes in the storage and removal of 1.4G fireworks. We pride ourselves in providing our clients with the best, most cost effective service available.

We would like to supply Muskegon Fire Department with an approved metal container for the storage of confiscated fireworks pending the outcome of the newly proposed Michigan Fireworks law. Your attached proposal is based on your current needs and can be adjusted as we customize your services.

I look forward to discussing this proposal with you in more detail shortly. Please contact me at any time with additional questions or requests.

Sincerely,

Todd Dooley

Todd Dooley
President

Enclosure

Liberty
DISPOSAL SERVICES, INC.

PO Box 401
Iron Mountain, MI 49801

Phone/Fax: 866.933.4776
www.libertydisposalinc.com

STORAGE AND DISPOSAL SERVICES

August 23, 2006

Prepared for: Major Metcalf
Fire Marshal, MFD

Prepared by: Todd Dooley
President

Outline of the complete proposal, including objectives, scope of services, identification of responsibilities, and benefits.

DESCRIPTION

Muskegon Fire Department is in need of storage space for seized 1.4G fireworks. With limited storage space the department is overburdened with confiscated fireworks. Outsourcing this storage will allow the department to focus on other aspects of their duties.

OBJECTIVE

Supply the Muskegon Fire Department with an approved metal container for the storage of 1.4G fireworks. This container will hold 1.4G confiscated fireworks from the Muskegon Fire Department and various departments from neighboring towns/counties within the state of Michigan.

LIBERTY DISPOSAL SERVICES, INC. RESPONSIBILITIES

1. Supply the Muskegon Fire Department with an approved metal storage container at no cost to the department.

2. Provide 1.4G placards, if needed, for the outside of the storage container and any seized items requiring placards inside the container.

3. Establish scheduled pickups of the confiscated material from storage exclusively by LDS at no charge to the department.

MUSKEGON FIRE DEPARTMENT RESPONSIBILITIES

1. This project demands some involvement by personnel. To help achieve a smooth and successful execution, it will be your responsibility to perform the following:

Liberty
DISPOSAL SERVICES, INC.

PO Box 401
Iron Mountain, MI 49801

Phone/Fax: 866.933.4776
www.libertydisposalinc.com

2. Inventory items that are stored in the container.
3. Take photos of the confiscated items for inventory purposes.
4. Make sure that nothing but 1.4G fireworks are stored in the container.
5. Properly box, placard and stack the confiscated fireworks onto pallets for later pickup.
6. Provide maintenance and security, if needed, for the storage container.
7. Use of LDS exclusively for the removal of any material that is stored in the container.
8. Allow nearby department's storage of confiscated fireworks in the container. These items will be boxed, placarded and inventoried before delivery to the storage container by the other departments using this service.

BENEFITS

Benefits include timely and accurate reporting for safe storage of explosive material. It will also provide safe storage for seized material before and after litigation. No upfront costs will be incurred by the Muskegon Fire Department.

COST INFORMATION

Proposal		
Item	**Cost**	
40' Container	$2,400.00	
Delivery	$125.00	
Optional Paint	$400.00	
Total Expense:	**$2,925**	Paid by Liberty Disposal Services, Inc.
Features	Used metal, wind and water tight, 40' standard (8'6" high) with a lockable 7' 6" door opening on one end.	
General comments:	Painting would possibly make it last longer. They would deliver and drop container.	

We greatly appreciate the opportunity to service your storage and disposal needs. If you would like to further discuss this proposal, or have any questions or requests, please contact me at any time.

Thank you.

CITY OF MUSKEGON
DIVISION OF PUBLIC SAFETY

Anthony L. Kleibecker
Director of Public Safety

February 14, 2007

Mr. Todd Dooley
Liberty Disposal Services, Inc.
P.O. Box 401
Iron Mountain, Michigan 49801

Dear Mr. Dooley:

The Muskegon City Commission has approved my request to enter into an agreement for services as outlined in your letter of August 23, 2006. Please consider this as my authorization to execute this agreement.

Fire Marshal Major Metcalf or Inspector Scott Hemmelsbach will serve as our point of contact with you.

Thank you for offering to provide this valuable service to the city.

Sincerely,

A. L. Kleibecker

Anthony L. Kleibecker
Director of Public Safety

cc: Deputy Director Mark Kincaid
Fire Marshall Major Metcalf
City Clerk

Liberty
DISPOSAL SERVICES, INC.

PO Box 401
Iron Mountain, MI 49801

Phone/Fax: 866.933.4776
www.libertydisposalinc.com

August 23, 2006

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Fire Marshal, MFD
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Todd Dooley
President

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August 23, 2006

Prepared for: Major Metcalf
Fire Marshal, MFD

Prepared by: Todd Dooley
President

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Iron Mountain, MI 49801

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General comments:	Painting would possibly make it last longer. They would deliver and drop container.	

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Thank you.

Commission Meeting Date: February 13, 2007

Date: **February 2, 2007**

To: **Honorable Mayor & City Commission**

From: **Planning & Economic Development Department** CBC

RE: **Sale of Buildable Vacant Lot at 1364 Wesley Ave.**

SUMMARY OF REQUEST:

To approve the sale of a vacant buildable lot at 1364 Wesley Avenue (Parcel #24-611-000-0259-00) to Erik Thorsen. The lot is 75 x 139 ft. and is being offered to Mr. Thorsen for $6,750. A single family home will be constructed. The home will be a single story and have a two stall attached garage, three bedrooms, two bathrooms, and a basement. The square footage of the home will have a minimum of 1260 square feet as required by the policy.

FINANCIAL IMPACT:

The sale of this lot for the construction of a single family home will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2007-14(f)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT AT 1364 WESLEY AVENUE IN MARQUETTE NEIGHBORHOOD FOR $6,750.

WHEREAS, Erik Thorsen be allowed to purchase the parcel designated as parcel number 24-611-000-0259-00, located at 1364 Wesley Avenue for $6,750; and

WHEREAS, the price for parcel number 24-611-000-0259-00 is set by the City at $6,750, which is 75% of the True Cash Value (TCV) listed in the City Assessor's Office; and

WHEREAS, the sale would generate additional tax revenue for the City and relieve the City of further maintenance costs; and

WHEREAS, the sale is consistent with City policy regarding the disposition of buildable lots.

NOW THEREFORE BE IT RESOLVED, that parcel number 24-611-000-0259-00, located at 1364 Wesley Avenue be sold to Erik Thorsen for $6,750.

CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 259

Adopted February 13, 2007

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

Nays: None

Absent None

By: _____
Stephen J. Warmington
Mayor

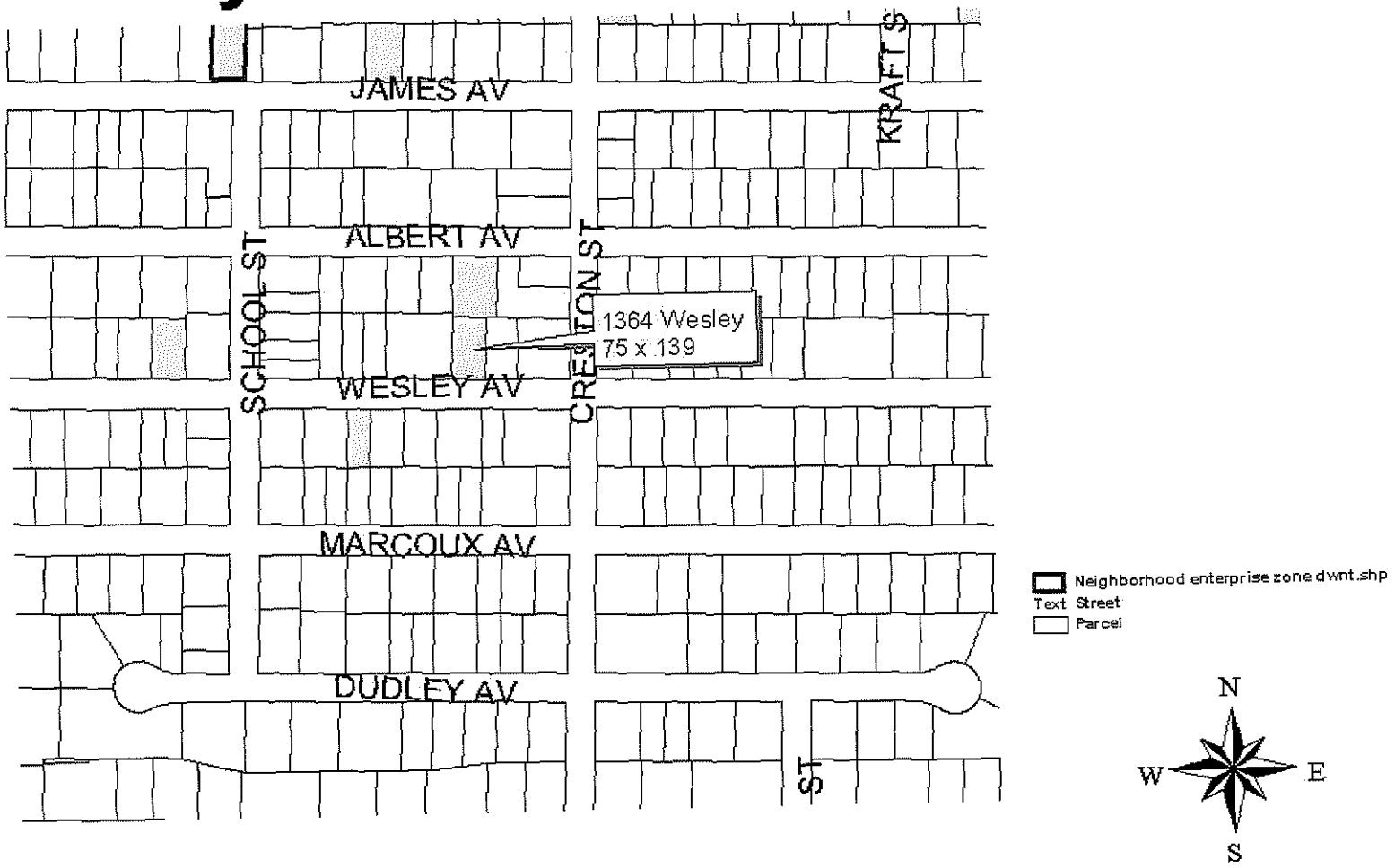
Attest: _____
Ann Marie Becker, MMC
City Clerk

2007-14(f)
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 13, 2007.

By: _____
Ann Marie Becker, MMC
City Clerk

City-Owned Property to Sell



REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made _____, 2007, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **ERIK THORSEN**, a single man, of 1821 Duff Road Twin Lake, Michigan 49457 ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, marketable record title of real estate, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, the real property located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 2 LOT 259

Subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are acceptable to Buyer upon disclosure and review of the same, and subject to any governmental inspections required by law.

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Six Thousand Seven Hundred Fifty and no/100 Dollars ($6,750.00), payable in cash or bank certified check.

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 agrees to deliver to Buyer's attorney, ten (10) days prior to closing, a commitment for title insurance, issued by Metropolitan Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, Seller shall have forty-five (45) days from the date Seller is notified in writing of such unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Seller.

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the premises one (1) single-family home, up to all codes, within eighteen (18) months of the closing of this transaction. Buyer may only remove those trees necessary for construction of the home and driveway. The home shall be substantially completed within eighteen (18) months and, in

the event said substantial completion has not occurred, or the restriction of this paragraph relating to tree removal is violated, in the sole judgment of the City, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer. Buyer further covenants that the home shall be owner occupied for five (5) years after the closing. The covenants in this paragraph shall survive the closing and run with the land.

6. **Survey.** Buyer at its own expense may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises 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 Premises 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 Premises subject to said encroachment or variation.

7. **Condition of Premises 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 PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT HE HAS PERSONALLY INSPECTED THE PREMISES 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 STUBSTANCES ARE FOUND.

8. **Closing.** The closing date of this sale shall be held 90 days from City Commission approval of the sale, more specifically on or before _____, 2007 ("Closing"). The Closing shall be conducted at Metropolitan Title Insurance Company, 3044 Glade Street, Muskegon, Michigan 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

9. **Delivery of Deed.** Seller shall execute and deliver a quitclaim deed to Buyer at Closing for the Premises.

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

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

12. **Costs.** Seller shall be responsible to pay the Michigan transfer tax, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement.

Buyer shall pay for the cost of recording the deed to be delivered at Closing.

13. **General Provisions.**

a. **Paragraph Headings.** The paragraph headings are inserted in this Agreement only for convenience.

b. **Pronouns.** When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

c. **Merger.** It is understood and agreed that all understandings and agreements previously made between Buyer and Seller are merged into this Agreement, which alone fully and completely expresses the agreement of the parties.

d. **Governing Law.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Michigan.

e. **Successors.** All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns.

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

g. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale.

h. **Modification of the Agreement.** This Agreement shall not be amended except by a writing signed by Seller and Buyer.

The parties have executed this Real Estate Purchase Agreement the day and year first above written.

WITNESSES:

Linda Potter
Linda Potter

Irene Dempsey
Irene Dempsey

Hope Mitchell

SELLER: CITY OF MUSKEGON

By
Stephen J. Warmington, Mayor

Ann Marie Becker
Ann Marie Becker, MMC, Clerk

BUYER:

Erik Thorsen
SS No.:_____

QUIT-CLAIM DEED

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

QUIT CLAIMS to **ERIK THORSEN**, a single man, of 1821 Duff Road, Twin Lake, Michigan 49444,

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

CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 2, LOT 259

for the sum of Eight Thousand Dollars ($6,750.00)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of one (1) single family home on the premises herein conveyed within eighteen (18) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the home and driveway. "Complete construction" means: (1) issuance of a residential building permit by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwelling described in the said building permit. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor. Provided, further, that Grantee covenants that the parcel described above shall be improved with not more than one (1) single family home, and it shall be owner-occupied for five (5) years after the City issues a certificate of occupancy. These covenants and conditions shall run with the land.

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 _____, 2007.

Signed in the presence of:

Linda Potter
Linda Potter

Irene Dempsey
Irene Dempsey

CITY OF MUSKEGON

By _____
Stephen J. Warmington, Its Mayor

and _____
Ann Marie Becker, MMC, Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Signed and sworn to before me in Muskegon County, Michigan, on February 15, 2007, by STEPHEN J. WARMINGTON and ANN MARIE BECKER, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

Linda Potter
Linda Potter, Notary Public
Acting in the County of Muskegon, MI
Muskegon County, Michigan
My Comm. Expires: 9-25-2012

PREPARED BY: John C. Schrier
Parmenter O'Toole
601 Terrace Street/P.O. Box 786
Muskegon, MI 49443-0786
Telephone: 231/722-1621

WHEN RECORDED RETURN TO: Grantee
SEND SUBSEQUENT TAX BILLS TO: Grantee

224944

C - All Parties Pkg

Property Address: **1364 Wesley Ave.**

Buyer/Borrower: **Erik Thorsen**

Seller: **The City of Muskegon**

Description: Documents Common to All Parties

May include the following docs:
- [ ] Disclosure and Acknowledgement
- [ ] Owners Affidavit-Seller
- [ ] Owners Affidavit-Buyer
- [ ] Broker Fee Statement
- [ ] Property Transfer Affidavit
- [ ] Property Transfer Acknowledgement
- [ ] Inspections
- [ ] Closing Agreement

Copies to: Buyer/Borrower, Seller, Selling Agent, Listing Agent, Lender, Title Company, Buyer's Attorney, Seller's Attorney

OWNER'S AFFIDAVIT/ESTOPPEL CERTIFICATE/COMPLIANCE AGREEMENT

File Number: 224944
Date: May 08, 2007
Reference: Thorsen /
Lender: Muskegon Commerce Bank
Property Address: 1364 Wesley Avenue, Muskegon, MI 49442

Forwarding Address:

_____

_____

(To be executed by all parties shown as vested owners in the commitment for title insurance.)

Affiant makes the representations contained herein to induce the purchaser and/or lender to consummate the transaction referenced in the commitment, to obtain the proceeds of the sale or loan, and to induce Metropolitan Title Company to issue a policy(s) of title insurance on behalf of the underwriter named in the commitment. Affiant further agrees that in the event it is determined there are unpaid charges which were due and payable prior to and including the date of closing, and which are the responsibility and obligation of the Affiant, that the Affiant shall pay any and all amounts so charged and shall provide proof of payment of same to Metropolitan Title Company. Affiant further agrees and covenants, if requested by Metropolitan Title Company, to fully cooperate and adjust for clerical errors in any closing documents, including but not limited to, repayment of any overpayments and executing duplicate closing documents.

The undersigned, being first duly sworn, deposes and says as follows:

1. That Affiant is 18 years of age or older, is a citizen of the United States, has not married or divorced since purchasing the real estate, and has not used or been known by any other name;

2. That Affiant is the owner of certain premises described in Commitment No. 224944, and has not filed, nor is subject to any bankruptcy, receivership, or insolvency proceedings;

3. That the Affiant is in the possession of said property and there are no other parties in possession or claiming rights of possession; (NONE, unless noted)

   _____

4. That Affiant has no knowledge of any unrecorded water, mineral, gas or oil rights unrecorded easements or claims of easements, boundary line disputes or claims of such grants or rights relative thereto; (NONE, unless noted)

   _____

5. That there are no proceedings instituted or undertaken by anyone which will result in a lien or special assessment upon the premises. There are no delinquent taxes, special assessments, (including but not limited to any Barrett Law Assessments if property is located in the State of Indiana), water bills, sewer bills and assessments, weed cutting bills, board-up fees, tap-in fees, utility bills, or Homeowner's Association fees covering subject property; (NONE, unless noted)

   _____

6. That there have been no improvements made nor labor or materials furnished to the premises within the last 90 days; (NONE, unless noted)

   _____

7. That Affiant has no knowledge of any other matters affecting the title including but not limited to: mortgages, liens, land contracts, options or other encumbrances other than those which are being paid from the loan proceeds. (NONE, unless noted)

   _____

Subscribed and sworn to before me this May 08, 2007.

_____
Notary Public:
Notary County/State: /
County Acting In:
Commission Expires:

JULIE LAW BENEDICT
Notary Public, Ottawa Co., Michigan
My Commission Expires 04/26/2013
Acting in the County of Muskegon

Vested Owner(s):

_____

_____

Metropolitan Title Company
America's Premier Title Agency

BILL OF SALE

Know All Persons By These Presents: That **The City of Muskegon, a Municipal Corporation,** hereinafter referred to as "Seller(s)" whose address is 1364 Wesley Avenue, Muskegon, MI 49442, and **Erik Thorsen,** hereinafter referred to as "Purchaser(s)" whose address is , , are Seller(s) and Purchaser(s), respectively, of the premises situated in the **City** of **Muskegon**, County of **Muskegon**, and State of **Michigan**, as described in Title Commitment No. 224944 and more commonly known as: 1364 Wesley Avenue, Muskegon, MI 49442, hereinafter referred to as the Subject Property.

For the sum of One Dollar ($1.00) and other good and valuable considerations paid to said Seller(s) by said Purchaser(s), said Seller(s) has bargained and sold, and by these presents does grant and convey unto the said Purchaser(s) the following goods and chattels which are in the possession of said Seller(s) at the subject property.

All pre-printed items if any now in or on the premises, as listed on the purchase agreement dated 02-14-2007.

Included Items: any and all as stated on the purchase agreement
Excluded Items: any and all as stated on the purchase agreement

The Seller(s) represent that the goods, as shown, are free and clear of all encumbrances and agree to defend any claim that may arise by another party claiming an interest in these goods.

I/We accept the above as true and correct. Dated and acknowledged this **May 08, 2007.**

Seller(s):

The Seller(s) being duly sworn, deposes and says that he is/she is/they are the Seller(s) named within the Bill of Sale, that he has/she has/they have acknowledged the facts and that the consideration of said instrument was actual and adequate, and that the same was given in good faith for the purposes therein set forth and not for the purposes of security, or for defrauding creditors of the Seller(s) or subsequent Purchaser(s).

State of Michigan
County of Muskegon

Subscribed and sworn to before me this May 08, 2007.

Notary Public:
Notary County/State: /
County Acting In:
Commission Expires:

JULIE LAW BENEDICT
Notary Public, Ottawa Co., Michigan
My Commission Expires 04/26/2013
Acting in the County of Muskegon

Accepted as Shown Above:

Purchaser(s):

Metropolitan Title Company
America's Premier Title Agency

File Number: 224944

NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

We want you to know that the privacy and confidentiality of your personal information is very important to Metropolitan Title Company . We value your business and we want to retain your trust. In the course of providing products and services to you, we may obtain nonpublic personal information about you. We are required by law to provide you with this notice in order to inform you how Metropolitan Title Company collects, uses and safeguards your nonpublic personal information. This notice also tells you how you can limit our disclosure of personal information about you.

What Information Do We Collect

We may obtain nonpublic personal information about you from the following sources:

- Information we receive from you from applications or other forms;
- Information about your transaction with us from our files or from our affiliates;
- Information about your transaction with nonaffiliated third parties such as your real estate agent or lender;

The information we obtain includes, but is not limited to, your name, address, social security number, employer, income, account information from financial institutions, parties to a transaction and credit card usage.

What Information Do We Disclose

To meet your needs with quality products and services we may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

AFFILIATES

Our affiliates are the family of companies controlled by Metropolitan Title Company or under common control with another company. We may share the types of information described above, as permitted by law, with our affiliates for purposes of marketing or market research.

NON-AFFILIATES

Nonaffiliated third parties are those not part of the family of companies controlled by Metropolitan Title Company or not under common control with another company.

Service Providers, Contractors

Any service providers or contractors used by Metropolitan Title Company are required to follow the terms of our Privacy Policy. Access to your nonpublic personal information by a service provider or contractor is restricted to the purpose for which they have been retained by Metropolitan Title Company .

Joint Marketing

We may disclose your personal information to a nonaffiliated third party that we have an agreement with to perform joint marketing of products or services that we feel may interest you.

Other Non-Affiliates

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

METROPOLITAN TITLE COMPANY DOES NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT THEIR CUSTOMERS OR FORMER CUSTOMERS EXCEPT, AS PERMITTED OR REQUIRED BY LAW.

The Confidentiality and Security of Your Nonpublic Personal Information

Metropolitan Title Company restricts the access to your nonpublic personal information to those employees who need to know the information in order to provide products and/or services to you. Our employees are required to maintain the confidentiality and privacy of our customers. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Changes to this policy

We may amend this policy at any time, and we will inform you of any changes as required by law.

Your Privacy Choices

The law allows us to share with our affiliates your personal information and information about our transactions or experiences with you. The law also allows us to share your personal information with our contractors and service providers.

If you prefer that we not disclose information about you to nonaffiliated third parties, you may direct us not to share this information by calling the Corporate Office at 1-800-848-5375 or by writing to us at 622 East Grand River, Howell, Michigan 48843. Please provide your name, address including city and state of the property and our file number.

Michigan Department of Treasury
2766 (Rev. 1-06)

L-4260

PROPERTY TRANSFER AFFIDAVIT

This form issued under authority of P.A. 415 of 1994. ***Filing is mandatory.***

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct ***taxable value***. It must be filed by the new owner with the ***assessor for the city or township*** where the property is located within ***45 days*** of the transfer. If it is not filed timely, a penalty of $5/day (maximum $200) applies. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property	2. County	4. Date of Transfer (or land contract was signed)
1364 Wesley Avenue, Muskegon, MI 49442	Muskegon	May 08, 2007
3. City/Township/Village of Real Estate	☐ City ☐ Township ☐ Village	5. Purchase Price of Real Estate
City of Muskegon		$6,750.00

6. Property Identification Number (***PIN***). If you don't have a pin, attach legal description.
PIN: 61-24-611-000-0259-00, 24-611-000-0259-00

PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.

7. Seller's (Transferor) Name
The City of Muskegon

8. Buyer's (Transferee) Name and Mailing Address
Erik Thorsen
1821 DUFF RD
TWIN LAKE, MI 49457

Items 9 – 13 are optional. However, by completing them you may avoid further correspondence.

Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in business. See the back for a complete list.

9. Type of ***Transfer***
☐ Land Contract ☐ Lease
☒ Deed ☐ Other (specify) _____

10. Is the transfer between related persons?	☐ Yes ☒ No	11. Amount of Down Payment
12. If you financed the purchase, did you pay market rate of interest?	☒ Yes ☐ No	13. Amount Financed (Borrowed)

Exemptions

The Michigan Constitution limits how much a property's ***taxable value*** can increase while it is owned by the same person. Once the property is transferred, the ***taxable value*** must be adjusted by the assessor in the following year to 50 percent of the property's usual selling price. Certain types of transfers are exempt from adjustment. Below are brief descriptions of the types of exempt transfers; full descriptions are in MCL Section 211.27a(7)(a-n). If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ transfer from one spouse to the other spouse
- ☐ change in ownership solely to exclude or include a spouse
- ☐ transfer of that portion of a property subject to a life lease or life estate (***until*** the life lease or life estate expires)
- ☐ transfer to effect the foreclosure or forfeiture of real property
- ☐ transfer by redemption from a tax sale
- ☐ transfer into a trust where the settler or the settler's spouse conveys property to the trust and is also the sole beneficiary of the trust
- ☐ transfer resulting from a court order unless the order specifies a monetary payment
- ☐ transfer creating or ending a joint ownership if at least one person is an original owner of the property (or his/her spouse)
- ☐ transfer to establish or release a security interest (collateral)
- ☐ transfer of real estate through normal public trading of stocks
- ☐ transfer between entities under common control or among members of an affiliated group
- ☐ transfer resulting from transactions that qualify as a tax-free reorganization
- ☐ transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed
- ☐ other, specify:

Certification

I certify that the information above is true and complete to the best of my knowledge.

Owner's Signature	Date	If signer is other than the owner, print name and title.
	05/08/2007	
Daytime Phone Number		Email Address

PROPERTY TRANSFER AFFIDAVIT ACKNOWLEDGMENT

File Number: 224944
Date: May 08, 2007
Reference: Erik Thorsen / The City of Muskegon
Property Address: 1364 Wesley Avenue, Muskegon, MI 49442

I/We, the undersigned Purchaser, Grantee or Transferee, have been advised that under Act 415, P.A. of 1994, Form L-4260 (Rev. 1/06) **Property Transfer Affidavit** must be completed and received by the local assessor within **45 days** of the date of transfer.

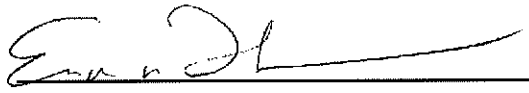
I/We further understand that the failure to file is **punishable by penalty of $5.00 a day up to a maximum of $200.00**.

I/We have received from Metropolitan Title Company on **May 08, 2007**, a **Property Transfer Affidavit**, Form L-4260 (Rev. 1/06), and accept responsibility for filing this form with our city/township assessor. I/We agree to hold **Metropolitan Title Company** harmless from any further liability and/or responsibility regarding this form.

☒ I/We have requested that Metropolitan Title Company distribute this form by regular mail to the city/township assessor, and hold the title company harmless from any further liability and/or responsibility regarding this form.

☐ That the Buyer(s) are unable to complete the Property Transfer Affidavit at this time and will undertake to distribute the form themselves; or have chosen to distribute the form themselves to the local tax collecting unit.

Purchaser(s):



Metropolitan Title Company
3044 Glade St.
Muskegon, MI 49444

Schedule B – Section I
REQUIREMENTS

Commitment No.: 224944

General Requirements

The following requirements must be met:

(a) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
(b) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
(c) Pay us the premiums, fees and charges for the policy.
(d) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
(e) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

Specific Requirements

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. WARRANTY DEED FROM THE CITY OF MUSKEGON, A MUNICIPAL CORPORATION TO ERIK THORSEN.
2. MORTGAGE TO BE EXECUTED BY ERIK THORSEN, AND SPOUSE, IF ANY, TO LENDER TO BE INSURED.
3. TAXES ARE EXEMPT:
61-24-611-000-0259-00
Tax Parcel Identification:
Property Address: 1364 Wesley Avenue
Tax Parcel No.: 61-24-611-000-0259-00
2006 State Equalized Value: $0.00
2006 Taxable Value: $0.00
Principal Residence Exemption, as of past December 31: 0.00%
Special Assessments: None

The amounts shown as due do not include collection fees, penalties or interest.

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill showing that all charges have been paid to date or the Owner's Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company

BY Gary L. Kerwood PRESIDENT

ATTEST Mark L. Amsden SECRETARY

CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Compay, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its optionmay amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incured in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Scheudle A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipualtions and the Exclusions from Coverage of the form of policy or policies commited for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modifed herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon coverd by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issed contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

Issued by: **First American Title Insurance Company** through its agent:

Metropolitan Title Company
3044 Glade St.
Muskegon, Michigan 49444
Ph: (231)733-6201 or Fax to: (231)733-5418

Metropolitan Title Company
3044 Glade St.
Muskegon, MI 49444
Phone: (231)733-6201 / Fax: (231)733-5418

PR: METRO **Ofc:** 2202 (2802)

Invoice

To: City of Muskegon
933 Terrace St.
Muskegon, MI 49443

Invoice No.: 28021493
Date: 02/20/2007

Our File No.: 224944
Title Officer: /
Escrow Officer: Vicki Anderson / VIANDERSON

Customer ID: 60615

Attention: Hope Mitchell

Your Reference No.:

RE: **Property:**
1364 Wesley Avenue, Muskegon, MI 49442

Liability Amounts
Owners: $6,750.00
Lenders: $5,400.00

Buyers: Erik Thorsen
Sellers: The City of Muskegon

Description of Charge	Invoice Amount
Owners Premium	$240.00
Mortgage Premium	$210.00

INVOICE TOTAL **$450.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department

the event said substantial completion has not occurred, or the restriction of this paragraph relating to tree removal is violated, in the sole judgment of the City, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer. Buyer further covenants that the home shall be owner occupied for five (5) years after the closing. The covenants in this paragraph shall survive the closing and run with the land.

6. **Survey.** Buyer at its own expense may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises 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 Premises 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 Premises subject to said encroachment or variation.

7. **Condition of Premises 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 PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT HE HAS PERSONALLY INSPECTED THE PREMISES 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 STUBSTANCES ARE FOUND.

8. **Closing.** The closing date of this sale shall be held 90 days from City Commission approval of the sale, more specifically on or before _____, 2007 ("Closing"). The Closing shall be conducted at Metropolitan Title Insurance Company, 3044 Glade Street, Muskegon, Michigan 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

9. **Delivery of Deed.** Seller shall execute and deliver a quitclaim deed to Buyer at Closing for the Premises.

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

WITNESSES:

Linda Potter
Linda Potter

Irene Dempsey
Irene Dempsey

Hope Mitchell

SELLER: CITY OF MUSKEGON

By: _____
Stephen J. Warmington, Mayor

Ann Marie Becker
Ann Marie Becker, MMC, Clerk

BUYER:

Erik Thorsen
Erik Thorsen
SS No.: _____

Commission Meeting Date: February 13, 2007

Date: **January 31, 2007**

To: **Honorable Mayor & City Commission**

From: **Planning & Economic Development Department** CBC

RE: **Purchase Agreement between the City of Muskegon and the Downtown Development Corporation (DMDC) for the Downtown Redevelopment Right-of-Ways.**

SUMMARY OF REQUEST:

To approve the donation of the former street right-of-ways to the City for the construction of Second Street from Clay to Morris; Jefferson Street from Clay to Western; Market Street from Western to Terrace; and First from Western to Clay.

FINANCIAL IMPACT:

The City would be responsible to pay for half of the closing costs and the registering of the deed. The DMDC will be responsible to pay half of the closing costs, title insurance, and any recordings to clear title.

BUDGET ACTION REQUIRED:

Payment would be made out of the Public Improvement Fund.

STAFF RECOMMENDATION:

To approve the attached Purchase Agreement and authorize both the Mayor and the Deputy City Clerk to sign the documents necessary to acquire the property for the City right-of-way.

COMMITTEE RECOMMENDATION:

None.

DONATION AGREEMENT

This Agreement is made on _____, 2007 between the **City of Muskegon**, a Michigan municipal corporation, with offices located at 933 Terrace Street, Muskegon, Michigan, 49440 ("City") and the **Downtown Muskegon Development Corporation**, a non-profit corporation, with offices located at 425 W. Western, Muskegon, Michigan, 49442 ("DMDC").

1. **Donation of Premises.** DMDC shall donate and City shall accept on the conditions set forth in this Agreement the premises, and all improvements thereon, with all beneficial easements, and with all of DMDC's right, title and interest in all adjoining public ways in Muskegon County, Michigan and legally described on Exhibit A ("Premises") subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are reasonably acceptable to City upon disclosure and review of the same.

2. **Title Insurance.** City shall order an owner's policy of title insurance issued by a mutually agreeable title company in the standard A.L.T.A. form, without the standard exceptions, certified to the date of closing, in the amount of _____ ($_____) Dollars that shows that DMDC has good and marketable title. City may raise any objections to the exceptions or encumbrances shown on the commitment within 20 days after City receives the commitment by giving written notice to DMDC. If City raises a title objection, City shall not be required to close this transaction unless DMDC cures the objection or City waives its objection. If DMDC elects to cure the objection, DMDC 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. The title insurance policy shall include a tax lien search certified to the date of closing that shows no tax liens against the Premises.

3. **Property Taxes and Assessments.** DMDC shall be responsible for the payment of all real estate taxes and assessments where tax bills have been mailed prior to the closing and specifically including the summer 2006 tax bill and December 2006 tax bill. City is responsible for any tax bills mailed after the date of closing.

4. **Survey.** DMDC shall provide City with copies of any surveys DMDC has of the Premises. City may obtain a survey of the Premises at City's expense, and City or City's surveyor or other agents may enter the Premises for that purpose prior to closing. 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, DMDC shall have the option of effecting a remedy within 30 days after disclosure, or terminating this Agreement. City may elect to purchase the Premises subject to said encroachment or variation.

5. **Inspection Period.** Commencing on the date of this Agreement, City, and City's agents, employees, contractors and consultants, may, prior to the Date of Closing, conduct such inspections, investigations, appraisals, tests, feasibility studies, and determinations of the Premises as City, in its sole discretion, shall desire in order to determine that the condition of the

Premises is acceptable and that the Premises is suitable for City's intended uses ("Due Diligence Investigation"). All costs related to the Due Diligence Investigation shall be paid for by City. The Due Diligence Investigation shall be completed within a reasonable time, not to exceed 30 days ("Inspection Period") after execution of this Agreement by both parties.

6. **Representations, Covenants and Warranties of DMDC.** DMDC represents, covenants and warrants the following to be true:

a. ***Organization and Standing of DMDC.*** DMDC is a Michigan non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Michigan.

b. ***Authority.*** DMDC has the power and authority to enter into and perform its obligations under this Agreement.

c. ***Title to Purchased Assets.*** DMDC has good and marketable title to the Premises, except as set forth in this Agreement. The Premises are subject to no mortgage, pledge, lien, encumbrance, security interest, or charge except as will be set forth on the title insurance commitment.

7. **Representations and Warranties of City.** City represents, covenants, and warrants the following to be true:

a. ***Status of City.*** City is validly existing and in good standing under the laws of the State of Michigan.

b. ***Authority.*** City has the power and authority to enter into and perform City's obligation under this Agreement.

8. **Conditions Precedent.** This Agreement and all of the obligations of City under this Agreement are, at City's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. ***Representations and Warranties True at the Closing.*** The representations, covenants, and warranties of DMDC contained in this Agreement shall be true in all material respects at the time of the Closing.

b. ***Performance.*** The obligations, agreements, documents and conditions required to be signed and performed by DMDC shall have performed and complied with the same before or at the date of the Closing.

c. ***Due Diligence Investigation.*** City has not terminated this Agreement according to the provisions of paragraph 5.

9. **Default.**

a. ***By City.*** In the event City 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 City's failure to tender monies at the Closing, a default for which no notice is required), then DMDC may terminate this Agreement, in which event both parties will be released from any further liability under this Agreement, or DMDC may pursue its legal and/or equitable remedies against City.

b. ***By DMDC.*** In the event DMDC 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 City may either terminate this Agreement, in which event both parties will be released from any further liability under this Agreement, or City may pursue its legal and/or equitable remedies against DMDC.

10. **Real Estate Commission.** City and DMDC 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. City and DMDC both agree to indemnify and hold the other harmless 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 other party.

11. **Closing.**

a. ***Date of Closing.*** Unless the parties otherwise mutually agree, the closing shall be held within 60 days of the date of this Agreement ("Date of Closing"). The closing shall be held at a mutually convenient location.

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

i. DMDC shall pay the premium for the owner's policy of title insurance.

ii. DMDC shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement.

iii. City shall pay for the cost of recording the warranty deed.

iv. City and DMDC shall equally split the cost of the closing.

c. ***Deliveries.*** At closing, DMDC shall deliver at its sole cost and expense the following documents in a form reasonably satisfactory to City;

iv. the warranty deed to the Premises.

v. such other documents as may be reasonably required by City or the title company to effectuate the transaction contemplated by this Agreement.

12. **Possession.** Possession of the Premises is to be delivered to City by DMDC at Closing.

13. **Risk of Loss.** Until the time of closing, risk of loss because of the damage to or destruction of any improvements located on the Premises shall be solely that of DMDC, except to the extent that City caused the damage or destruction. Excluding damage caused by City, in the event the improvements located on the Premises are damaged prior to the date of closing, and are not repaired by DMDC prior to closing, City may elect to continue this Agreement in which event DMDC shall assign to City any insurance proceeds to be received by DMDC because of said damage or other destruction.

14. **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, 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 three 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.

15. **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, City shall not assign all or any portion of their rights and obligations contained in this Agreement without the express prior written approval of DMDC, which approval may be withheld in DMDC's sole discretion.

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 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 City have been fully satisfied.

This Agreement is executed effective as of the date set forth above.

DMDC – Downtown Muskegon Development Corporation

By: Chris A McGuigan
Name: Chris A McGuigan
Title: President

City – City of Muskegon

By: Stephen Warmington
Name: Stephen Warmington
Title: Mayor

Attest:

Name: Joan Young
Title: Notary
Executive Assistant

Attest:

Name: Ann Marie Becker
Title: Clerk

JOAN YOUNG
Notary Public, State of Michigan
County of Muskegon
My Commission Expires May 29, 2012
Acting in the County of Muskegon

Exhibit A
Legal Description

DESCRIPTION OF JEFFERSON STREET RIGHT-OF-WAY DEDICATION:

THAT PART OF BLOCKS 309 AND 310 AND VACATED JEFFERSON STREET OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, MUSKEGON COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 310; THENCE N51°39'39"E, 295.44 FEET ALONG THE NORTHERLY LINE OF CLAY AVENUE (66 FOOT WIDE PUBLIC STREET) TO THE SOUTHEAST CORNER OF UNIT 4, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO. 2 AND THE POINT OF BEGINNING: THENCE N35°41'50"W, 283.91 FEET ALONG THE EASTERLY LINE OF UNIT 4 AND UNIT 3, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO. 2 TO THE SOUTHERLY LINE OF WESTERN AVENUE (VARIABLE WIDTH PUBLIC STREET); THENCE N55°14'25"E, 66.01 FEET ALONG SAID SOUTHERLY LINE TO THE NORTHWEST CORNER OF UNIT 5, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO. 2; THENCE S35°41'50"E, 282.53 FEET ALONG THE WESTERLY LINE OF SAID UNIT 5 TO SAID NORTHERLY LINE OF CLAY AVENUE; THENCE S54°02'57"W, 66.00 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

DESCRIPTION OF MARKET STREET RIGHT-OF-WAY DEDICATION:

THAT PART OF BLOCKS 560 AND 561, AND VACATED MARKET AVENUE, OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, MUSKEGON COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 310 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON; THENCE N51°39'39"E, 295.44 FEET ALONG THE NORTHERLY LINE OF CLAY AVENUE (66 FOOT WIDE PUBLIC STREET) TO THE SOUTHEAST CORNER OF UNIT 4, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO. 2; THENCE N35°41'50"W, 384.00 FEET ALONG THE EASTERLY LINE OF UNIT 4 AND UNIT 3, AND ALONG THE NORTHERLY EXTENSION OF SAID UNIT 3, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO. 2 TO THE NORTHERLY LINE OF WESTERN AVENUE (VARIABLE WIDTH PUBLIC STREET), AND THE SOUTHEAST CORNER OF UNIT 9, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO. 2 AND THE POINT OF BEGINNING; THENCE N35°41'50"W, 193.69 FEET ALONG THE EASTERLY LINE OF SAID UNIT 9 TO THE SOUTHEAST CORNER OF UNIT 8 DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO. 2; THENCE N24°42'54"E, 265.49 FEET ALONG THE EASTERLY LINE OF SAID UNIT 8 AND UNIT 7, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO. 2 TO THE SOUTHERLY LINE OF TERRACE STREET (VARIABLE WIDTH PUBLIC STREET); THENCE S61°11'38"E, 66.17 FEET ALONG SAID SOUTHERLY LINE TO THE NORTHWEST CORNER OF UNIT 6, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO. 2; THENCE S24°42'54"W, 222.34 FEET ALONG THE WESTERLY LINE OF SAID UNIT 6; THENCE S35°41'50"E, 156.17 FEET ALONG THE WESTERLY LINE OF SAID UNIT 6 TO SAID NORTHERLY LINE OF WESTERN AVENUE; THENCE S55°05'10"W, 66.01 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

DESCRIPTION OF FIRST STREET RIGHT-OF-WAY DEDICATION:

THAT PART OF VACATED FIRST STREET, LYING BETWEEN BLOCK 561 AND BLOCK 564 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, MUSKEGON COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 564; THENCE N51°33'50"E, 280.50 FEET ALONG THE SOUTHERLY LINE OF MORRIS AVENUE (66.0 FOOT WIDE PUBLIC STREET); THENCE N34°31'17"E, 74.00 FEET ALONG THE SAID SOUTHERLY LINE OF MORRIS AVENUE; THENCE N23°38'37"E, 53.10 FEET ALONG THE SAID SOUTHERLY LINE OF MORRIS AVENUE TO THE WESTERLY LINE OF SAID VACATED FIRST STREET AND THE POINT OF BEGINNING; THENCE N23°38'37"E, 37.45 FEET ALONG SAID SOUTHERLY LINE OF MORRIS AVENUE TO THE WESTERLY LINE OF FIRST STREET (33.0 FOOT WIDE PUBLIC STREET) AND THE EASTERLY LINE OF SAID VACATED FIRST STREET; THENCE S38°08'23"E, 265.31 FEET ALONG SAID WESTERLY LINE OF FIRST STREET (33.0 FOOT WIDE PUBLIC STREET) AND THE EASTERLY LINE OF SAID VACATED FIRST STREET, THENCE N51°37'02"E, 33.00 FEET TO THE EASTERLY LINE OF SAID VACATED FIRST STREET (66.0 FEET WIDE); THENCE S38°08'23"E, 48.05 FEET ALONG SAID EASTERLY LINE OF SAID VACATED FIRST STREET TO THE NORTHERLY LINE OF WESTERN AVENUE (VARIABLE WIDTH PUBLIC STREET); THENCE S51°46'18"W, 66.00 FEET ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF SAID VACATED FIRST STREET AND THE SOUTHEAST CORNER OF UNIT 24, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO. 1; THENCE N38°08'23"W, 295.62 FEET ALONG SAID WESTERLY LINE OF VACATED FIRST STREET AND THE EASTERLY LINE OF UNIT 24 AND UNIT 23, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO. 1 TO THE POINT OF BEGINNING.

DESCRIPTION OF FIRST STREET RIGHT-OF-WAY DEDICATION:

THAT PART OF VACATED FIRST STREET, LYING BETWEEN BLOCK 310 AND BLOCK 311 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, MUSKEGON COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 311; THENCE N38°15'51"W, 160.68 FEET ALONG THE WESTERLY LINE OF FIRST STREET (66.0 FOOT WIDE PUBLIC STREET) TO THE SOUTHEAST CORNER OF UNIT 15, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO.1 AND THE POINT OF BEGINNING; THENCE N38°15'51"W, 123.65 FEET ALONG THE EASTERLY LINE OF SAID UNIT 15 TO THE SOUTHERLY LINE OF WESTERN AVENUE (VARIABLE WIDTH PUBLIC STREET); THENCE N51°46'18"E, 54.78 FEET ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF UNIT 1, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO.2; THENCE S38°15'51"E, 123.51 FEET ALONG SAID WESTERLY LINE OF UNIT 1 TO THE NORTHERLY LINE OF SAID FIRST STREET (66.0 FOOT WIDE PUBLIC STREET); THENCE S51°37'12"W, 54.78 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

DESCRIPTION OF SECOND STREET RIGHT-OF-WAY DEDICATION:
DESCRIPTION "A"

THAT PART OF VACATED SECOND STREET, LYING BETWEEN BLOCK 564 AND 565 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, MUSKEGON COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 565; THENCE S38°13'49"E, 141.59 FEET ALONG THE WESTERLY LINE OF SAID SECOND STREET (66.0 FEET WIDE PUBLIC STREET) TO THE NORTHERLY LINE OF UNIT 6, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO.1; THENCE N51°34'16"E, 2.12 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING; THENCE N51°34'16"E, 30.88 FEET; THENCE N38°13'49"W, 1.00 FEET; THENCE N51°34'42"E, 33.00 FEET TO THE WESTERLY LINE OF UNIT 24, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO. 1; THENCE S38°13'53"E, 107.02 FEET ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF WESTERN AVENUE (VARIABLE WIDTH PUBLIC STREET); THENCE S51°46'18"W, 63.88 FEET ALONG SAID NORTHERLY LINE OF WESTERN AVENUE TO THE EASTERLY LINE OF UNIT 6, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO.1; THENCE N38°13'53"W, 105.80 FEET ALONG SAID EASTERLY LINE OF UNIT 6, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO.1 TO THE POINT OF BEGINNING.

DESCRIPTION OF SECOND STREET RIGHT-OF-WAY DEDICATION:
DESCRIPTION "B"

THAT PART OF VACATED SECOND STREET, LYING BETWEEN BLOCK 311 AND BLOCK 312 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, MUSKEGON COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 312; THENCE N51°39'39"E, 398.41 FEET ALONG THE NORTHERLY LINE OF CLAY AVENUE TO THE SOUTHEAST CORNER OF UNIT 10, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO.1 AND THE POINT OF BEGINNING; THENCE N38°13'53"W, 285.23 FEET ALONG SAID EASTERLY LINE OF UNIT 10 AND UNIT 7, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO.1 TO THE SOUTHERLY LINE OF WESTERN AVENUE (VARIABLE WIDTH PUBLIC STREET); THENCE N51°46'18"E, 65.23 FEET ALONG SAID SOUTHERLY LINE TO WESTERLY LINE OF UNIT 11 DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO.1; THENCE S38°13'53"E, 126.05 FEET ALONG SAID WESTERLY LINE TO THE SOUTHWEST CORNER OF SAID UNIT 11; THENCE N51°38'09"E, 0.77 FEET ALONG THE SOUTHERLY LINE OF SAID UNIT 11 TO THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF UNIT 16, DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO.1; THENCE S38°13'53"E, 159.06 FEET ALONG SAID NORTHERLY EXTENSION AND THE WESTERLY LINE OF SAID UNIT 16 TO SAID NORTHERLY LINE OF CLAY AVENUE; THENCE S51°39'39"W, 66.00 FEET ALONG SAID NORTHERLY LINE OF CLAY AVENUE TO THE POINT OF BEGINNING.

Exhibit B
Donation Letter and Waiver of Rights

DONATION OF REAL PROPERTY UNDER THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA), AS AMENDED

I, Downtown Muskegon Development Corporation, am presently the owner of the property described on attached Exhibit A.

I have been formally notified that this property is to be acquired for a project to be carried out by the City of Muskegon with federal funds from the U.S. Department of Housing and Urban Development through the state of Michigan. As the property owner, I understand that I am entitled to receive just compensation for my property and cannot be required to sell the property to the City of Muskegon for less than its appraised fair market value. I also understand that I may donate my property.

I have been further advised that the acquiring agency is responsible for having a real estate appraisal of my property prepared and that I may accompany the appraiser during the inspection of my property. The appraisal must be reviewed by a certified or licensed appraiser to establish just compensation for my property.

The City of Muskegon has provided me a copy of **HUD Booklet 1041-CPD, "When a Public Agency Acquires Your Property."**

I have been informed that the estimated fair market value of my property is _____ Dollars ($_____) and hereby release the City of Muskegon from the requirement of preparing an appraisal and donate my property to the extent the value of the property exceeds _____ Dollars ($_____). I do this freely on the basis of my full understanding of my legal rights under the URA. I am under no duress or coercion and make this decision without reservation or qualification.

WITNESSES:

_____

_____

_____

_____

DOWNTOWN MUSKEGON
DEVELOPMENT CORPORATION

By: Chris A McGuigan

Its Downtown Muskegon DDC President

Dated: 2/9/07, 2007

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 9 day of Feb., 2007 by Chris A. McGuigan, Pres., for and on behalf of the DOWNTOWN MUSKEGON DEVELOPMENT CORPORATION.

JOAN YOUNG
Notary Public, State of Michigan
County of Muskegon
My Commission Expires May 29, 2012
Acting in the County of Muskegon

_____, Notary Public
State of Michigan, County of Muskegon
My commission expires: 5/29/2012
Acting in County of Muskegon

Commission Meeting Date: February 13, 2007

Date: **February 5, 2007**

To: **Honorable Mayor & City Commission**

From: **Planning & Economic Development Department** CBC

RE: **Smartzone- Pre-Seed Fund Agreement**

SUMMARY OF REQUEST: The City of Muskegon will be receiving $50,000 over a two-year period to assist with the administration of the Pre-Seed Loan fund through the State Smartzone program. The funding can be used for administration, as well as to assist potentially eligible applicants through the process. Since the loans are available throughout the Smartzone Area (not only on the actual Smartzone site-Edison Landing), staff is recommending that Muskegon Area First (MAF) administer the program.

FINANCIAL IMPACT: The City will be receiving $50,000 from the State of Michigan through the Pre-Seed Fund. These funds will be used to pay MAF for administrative services.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Letter of Agreement between the City of Muskegon and MAF and authorize the Mayor to sign.

COMMITTEE RECOMMENDATION: None.

2-13-07

City of Muskegon

And

Muskegon Area First Corporation

Letter of Agreement

The Muskegon Area First Corporation ("MAF") agrees to provide The City of Muskegon ("City") with administration services as required by the Michigan Pre-Seed Capital Fund (attached) for a period of two years from the date of mutual agreement in the form of signatures from representative parties of both MAF and the City for a sum of fifty-thousand dollars. This Agreement can be terminated if the Ann Arbor SPARK administration is terminated. Payment from the City to MAF is contingent on the City's receipt of payment from The State of Michigan, and/or the Ann Arbor SPARK (administrator of the Statewide Smartzone Pre-Seed Fund). The basic services to be provided by MAF are:

1. MAF will serve as contact for all interested parties applying for Pre-Seed Capital Funds and explain eligibility requirements.

2. MAF will prepare and distribute information regarding the Pre-Seed Capital Fund and its use.

3. MAF will conduct all Due Diligence for companies that are interested in applying for Pre-Seed Capital Funds and provide each eligible company application technical assistance.

4. MAF shall use funds in the manner described in the attached *Use Of Funds*. All expenditures and practices made by MAF with the use of Pre-Seed Capital Funds shall be subject to review by the City.

5. MAF will act as the "Fund Administrator" as defined in the attached document on behalf of the City and report to and attend meetings of the Investment Review Board (IRB), Smartzone Governing Board, and have responsibility for Michigan Economic Development Corporation (MEDC) Strategic Fund contract management.

6. The parties agree that MAF will share information with the City when funds are expended on behalf of an applicant. The information will be sent in the form of a confidential memo, although it will be subject to the Freedom of Information Act (FOIA).

7. MAF will provide the City quarterly and annual reports regarding the use of the Pre-Seed Captial Funds.

This letter of agreement is hereby executed on Feb 21, 2007

Stephen J. Warmington, Mayor
City of Muskegon

Rolland Crummel, Chairperson
Muskegon Area First

Media contact: Jennifer Cornell, Eiler Communications, 734-761-3399, Jenn@EilerPR.com

Ann Arbor SPARK Receives $8 Million to Create Michigan Pre-Seed Capital Fund

FOR IMMEDIATE RELEASE – October 18, 2006 – Ann Arbor, Mich. –
Ann Arbor SPARK, the driving force in establishing the Ann Arbor region as a destination for business expansion, retention, and location, was recently awarded $8 million from the Michigan 21st Century Jobs Fund. The funding will be used to create the Michigan Pre-Seed Capital Fund, an equity fund that will invest in technology-based companies to support business formation and acceleration.

"Support for technology-based start-up companies through the Michigan Pre-Seed Capital Fund will provide a strong catalyst for jobs creation and growth throughout the state, contributing to Michigan's emerging entrepreneurial-driven economy," said Ann Arbor SPARK president and CEO Michael A. Finney. "By matching funding from third party sources, such as venture capitalists and angels, the Michigan Pre-Seed Capital Fund will serve as a signal to investors that Michigan is committed to supporting entrepreneurs and developing a robust 21st century economy. The Fund is great news for entrepreneurs, investors and high-tech communities throughout the state."

The Michigan Pre-Seed Capital Fund is a collaborative effort of Michigan's 11 SmartZones. Each SmartZone is responsible for recommending an investor to the Michigan Pre-Seed Capital Fund review board. Ann Arbor SPARK will serve as the Fund's administrator, with Skip Simms as its director.

To qualify for the Michigan Pre-Seed Capital Fund, start-up companies must be representative of one of state's identified competitive technologies and have the sponsorship of its local SmartZones. In addition to SmartZone sponsorship, companies must have received grant, angel or venture capital funding greater or equal to funding requested of the Michigan Pre-Seed Capital Fund.

The Michigan Pre-Seed Capital Fund's terms will match the terms of a recipient's agreement with the third party investor. The Michigan Pre-Seed Capital Fund is an equity investment fund and, as such, will receive the same returns as the third party investor.

"The Michigan Pre-Seed Capital Fund is focused on providing funding to companies with a market-ready product that need financial assistance to support myriad needs, such as employment of marketing, sales, and leadership professionals, or initial customer acquisition," said Skip Simms, the director of the Michigan Pre-Seed Capital Fund. "The collaboration of SmartZones, Ann Arbor SPARK and universities is indicative of wide-spread recognition for this type of assistance for early stage companies."

Investments from the Michigan Pre-Seed Capital Fund will be determined by the Fund's review board, comprised of 11 professional investors. Each SmartZone will recommend and provide investors for the Fund's review board.

"The Michigan Pre-Seed Capital Fund is a terrific initiative that will demonstrate to investors that entrepreneurs in the state have the support of their local communities and business accelerators," added Tom Kinnear, chair and president of the Venture Michigan Fund. "The resources made available to support emerging business is a key consideration of any investor; the Michigan Pre-Seed Capital Fund is sure to attract attention and interest in Michigan's emerging companies from venture capitalists, angel and other investors."

Ann Arbor SPARK will begin accepting applications for funding through the Michigan Pre-Seed Capital Fund in late 2006.

ABOUT ANN ARBOR SPARK

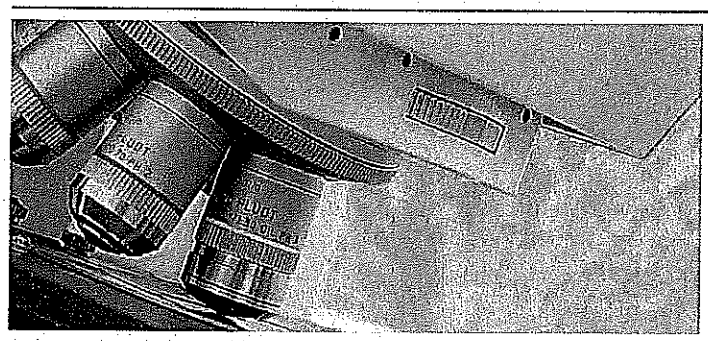
Ann Arbor SPARK, a non-profit organization, is the driving force in establishing the Ann Arbor region as a destination for business expansion, retention, and location by identifying and meeting the needs of business at every stage, from startups to large organizations. Ann Arbor SPARK represents all communities in the Washtenaw County. Ann Arbor SPARK collaborates with business, academic, government, and community investor partners including the University of Michigan, Eastern Michigan University, the Herbert and Grace Dow Foundation, Pfizer, Washtenaw County, the City of Ann Arbor, the Bank of Ann Arbor and the Michigan Economic Development Corporation. For more information, please call (734) 761-9317 or visit www.AnnArborSPARK.org.

###

Michigan Pre-Seed Capital Fund

What You Need To Know

The Michigan Pre-Seed Capital Fund was established to support high-tech start-up companies as they near commercial viability. The purpose of the Fund is to provide access to capital at an early stage of development and to position the company for external investment.



Eligibility

The fund is designated for start-up companies within the following competitive edge technology sectors:

- Life sciences
- Advanced automotive, manufacturing, or materials
- Homeland security and defense
- Alternative energy

Eligible companies must also meet the following criteria:

- Michigan based (or willing to relocate upon award of funds)
- Ownership or license rights to innovative technology
- Michigan SmartZone sponsor
- A small business as defined by the United States Small Business Administration
- Evidence of follow-on investment interest or other revenue
- Completed business plan

Investment Guidelines

Investments will range from $50,000 to $250,000 from the fund, matched dollar for dollar with new investments. Match money could be a grant or private investment.

The following do not qualify as matching funds:

- Other state monies (i.e. Michigan Technology Tri-Corridor, 21st Century Job Fund, Michigan University Commercialization Initiative)
- Company revenues
- In-kind investments
- Other trade partner exchanges or trades

Investment opportunities must be brought to the Investment Review Board through a sponsoring SmartZone. If a deal is being developed by a partner organization such as NextEnergy, Michigan Venture Capital Association (MVCA) member firms, or angel investment groups, the partner organization will select the best suited SmartZone for managing the application.

Application Submission

The submission package must include:

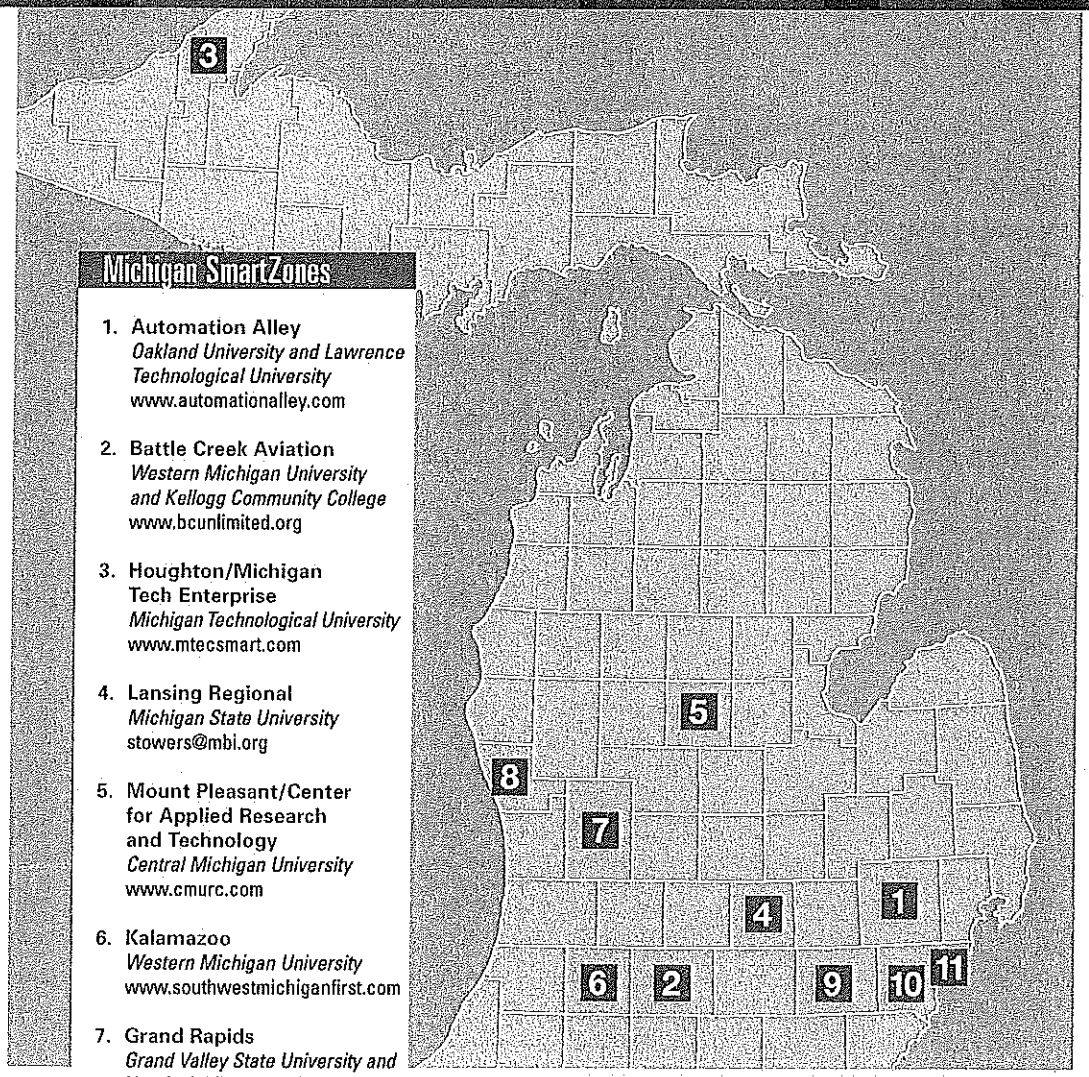
- Executive summary
- Initial business plan
  - ☐ Company overview
  - ☐ Market information
  - ☐ Product description
- Management
  - ☐ Complete curriculum vitae or resume on management team members
  - ☐ References-technical, professional, personal and customer
- Financial history and projections
  - ☐ Financial statements
  - ☐ Credit references
  - ☐ Certificate of Good Standing from the State of Michigan
  - ☐ Use of funds
- Recommendation and facilitation commitment by SmartZone on milestones to be accomplished
- Strategy for follow-on funding

Funding Decision

Many factors will be taken into consideration before a funding decision is made including; the strength and ownership of intellectual property portfolio, investment made by founders, market opportunity, length of time to market, and barriers to entry. A due diligence checklist is available online to assist with deal preparation and presentation at www.annarborspark.org/pre-seedfundchecklist.

Your SmartZone is available to help determine eligibility, identify potential investors and complete the application submission.

For more information about the Pre-Seed Fund, contact your local SmartZone office or visit www.annarborspark.org.



Michigan SmartZones

1. **Automation Alley**
   Oakland University and Lawrence Technological University
   www.automationalley.com

2. **Battle Creek Aviation**
   Western Michigan University and Kellogg Community College
   www.bcunlimited.org

3. **Houghton/Michigan Tech Enterprise**
   Michigan Technological University
   www.mtecsmart.com

4. **Lansing Regional**
   Michigan State University
   stowers@mbi.org

5. **Mount Pleasant/Center for Applied Research and Technology**
   Central Michigan University
   www.cmurc.com

6. **Kalamazoo**
   Western Michigan University
   www.southwestmichiganfirst.com

7. **Grand Rapids**
   Grand Valley State University and Van Andel Research Institute
   www.wmsti.org

8. **Muskegon Lakeshore**
   Grand Valley State University
   www.muskegonareafirst.org

9. **Ann Arbor/Ypsilanti**
   University of Michigan and Eastern Michigan University
   www.annarborspark.org

10. **Detroit/Woodward Technology Corridor**
    Wayne State University
    www.techtownwsu.org

11. **Wayne County-Pinnacle Aeropark**
    Detroit Metropolitan Airport
    ldtyler@co.wayne.mi.us

MICHIGAN SMARTZONES™

ANN ARBOR SPARK
IGNITING INNOVATION
www.annarborspark.org
734-761-9317

MICHIGAN
ECONOMIC DEVELOPMENT CORPORATION
www.michigan.org

DOC-207
Log No. 06-1-P2-0155

STRATEGIC ECONOMIC INVESTMENT AND COMMERCIALIZATION BOARD

GRANT AGREEMENT

The Strategic Economic Investment and Commercialization Board ("SEIC Board") on January __, 2007 enters into this agreement (the "Agreement") with Ann Arbor Spark, a Michigan nonprofit corporation ("Grantee").

Contractor: Ann Arbor Spark
330 E. Liberty Street, Lower Level
Ann Arbor, MI 48104

Federal I.D. No: 20-2931519 Index/PCA: 80000/55682

Telephone: 734-213-6292

Recitals

2005 PA 215 ("Act"), and in particular, MCL 125.2088k, created the SEIC Board for the purpose of awarding grants and loans for basic research, applied research, university technology transfer and commercialization of products, processes and services to encourage the development of competitive edge technologies to create jobs in Michigan. Section 88a(g) of the Act, MCL 125.2088a(g), defines "competitive edge technology" as "one or more of the following: (i) Life sciences technology. (ii)Advanced automotive, manufacturing, and materials technology. (iii) Homeland security and defense technology. (iv) Alternative energy technology."

At its January 6, 2006 Board meeting, the SEIC Board approved the issuance of requests for proposals ("RFP") for grants to be submitted by applicants from Michigan institutions of higher education, Michigan nonprofit research institutions, and Michigan nonprofit corporations.

At its January 6, 2006 Board meeting, the SEIC Board resolved that, subject to the control and direction of the SEIC Board, the Michigan Economic Development Corporation ("MEDC") will provide administrative services relating to these grant submissions.

Grantee submitted a project application ("Proposal") in response to the RFP, describing how financial support could be used by Grantee to accomplish milestones in the area of support services for life sciences technology, advanced automotive, manufacturing and materials technology, homeland security and defense technology or alternative energy technology within the State of Michigan.

After independent peer review for scientific and technical merit, personnel expertise, commercial merit and the ability to leverage additional funding, the Proposal was approved by the SEIC Board in

accordance with all applicable provisions of the Act, including MCL 125.2088k(7) and 125.2088k(3)(ii).

By Resolution dated October 16, 2006, the SEIC Board offered Grantee a grant in the amount of Eight Million and 00/100 Dollars ($8,000,000.00) to be disbursed under the terms and conditions of this Agreement.

As used in this Agreement, the SEIC Board and Grantee are individually a "Party" and, collectively, the "Parties."

1. **NATURE OF ACTIVITIES.** The Grantee will receive this grant to undertake pre-seed funding ("Grant Activities").

2. **PERFORMANCE SCHEDULE.** The term of this Agreement shall begin on January ___, 2007 (the "Starting Date) and end on _____ __, 2008 (the "Ending Date").

3. **INCORPORATION BY REFERENCE.** The following documents are incorporated by reference as binding obligations, terms and conditions of the Agreement:

   Attachment A: Grantee's Budget
   Attachment B: Grantee's Milestones
   Attachment C: Grantee's Proposal
   Attachment D: Grantee Certifications

   In the event of any inconsistency between the provisions of Attachments A, B, or C and this Agreement, the provisions of this Agreement shall control.

4. **GRANT PAYMENT SCHEDULE INFORMATION.**

   A. Payments. The SEIC Board agrees to provide the Grantee a grant in an amount not to exceed $8,000,000 ("Grant Funds").

   An initial payment in the amount of $2,482,000 shall be made within 30 days of the Starting Date, if the Grantee has verified that the information in the State of Michigan (the "State") Vendor ID system is sufficient to authorize the disbursement of funds. The Grantee's performance of the Grant Activities shall be reflected in a semi-annual progress report (as required by Section 6C), and any such other information obtained by the SEIC Board, and, if found by the Portfolio Manager (defined in Section 5) to evidence that the Grantee is in material compliance with the requirements of this Agreement and the scope of work spelled out in Attachments A, B, and C, the second payment of $2,316,000 will be made to the Grantee. The third payment of $1,600,000 and the fourth payment of $1,525,000 will be disbursed upon receipt and approval by the Portfolio Manager of the Grantee's progress as described in the milestones listed in Attachment B and the semi-annual progress report. The final payment of $77,000 will be made upon receipt and approval by the SEIC Board of the final progress report demonstrating achievement of milestones and material compliance with Attachments A, B, and C. The expenditure of state funds shall be reported by line item and compared to the approved budget. SEIC Board's obligation to disburse any portion of the Grant shall be suspended upon the

occurrence, and during the continuance of an Event of Default (as defined in Section 11). Any changes to the amount of Grant Funds disbursed must receive prior written approval from the Portfolio Manager; provided, however, that the final payment may not change without the prior written approval of the SEIC Board.

B. Grantee's Budget. All Grant Funds will be spent in the manner set forth in the Grantee's Budget (Attachment A). The Grantee may reallocate expenditures between categories within the Grantee's Budget of up to ten percent (10%) of total Grant Funds without prior approval of the Portfolio Manager, if any reallocation is in compliance with MCL 125.2088k. Grant Funds may not be used to pay employees or contractors who perform services outside the State without the prior written approval by the Portfolio Manager and the SEIC Board, unless identified in an approved budget. This Agreement does not commit the SEIC Board to approve requests for additional funds during or beyond the term of this Agreement.

5. **PORTFOLIO MANAGER:** The MEDC is providing administrative services to the SEIC Board for this grant. The Grantee should communicate with the following MEDC representative, who shall serve as Portfolio Manager for this Grant:

MEDC Portfolio Manager
Michigan Economic Development Corporation
300 N. Washington Square
Lansing, Michigan 48913
Fax: (517) 241-0559

6. **GRANTEE DUTIES.** The Grantee agrees to:

A. Undertake and complete the activities as described in the Grantee's Milestones and its Proposal (Attachments B and C).

B. Provide access to its facilities and records relevant to the terms of the contract related to the use of the Grant Funds for SEIC Board, the Michigan Strategic Fund ("MSF") Board and MEDC and their respective personnel upon reasonable notice and during normal working hours. Grantee acknowledges that the SEIC Board or its designee anticipates undertaking, at a minimum, an annual site visit at approximately the annual anniversary date of the Agreement. Grantee shall cooperate with the chief compliance officer, if contacted, as provided in MCL 125.2088i(6)(h). Grantee shall also provide the auditor general with access to books and records, including financial records and all other information and data relevant to the terms of the contract related to the use of the grant as provided by MCL 125.2088n(3).

C. Provide to the Portfolio Manager semi-annual summary progress reports (the "Semi-Annual Progress Reports") due on each May 1 and November 1 for the six month period ending prior to the due date, for payment on each June 1 and December 1, and a final progress report (the "Final Progress Report")(collectively the "Reports"). The first progress report is due May 1, 2007. The Semi-Annual Progress Reports shall include, at a minimum, a description of the milestones achieved during that reporting period, budget, metrics, statistics, intellectual property and commercialization status,

any supporting documentation or any other information or data reasonably requested by the Portfolio Manager to assess compliance with the Grantee's Budget and Milestones (Attachments A and B, respectively). Consistent with the reporting requirements in 2005 PA 215, the Grantee shall also provide the following information relative to these Grant Activities:

- The entity that has received funding, the amount received and the type of funding;
- The number of new patents, copyrights, or trademarks applied for and issued;
- The number of new start-up businesses created;
- The number of new jobs [created] and projected new job growth;
- Amounts of other funds leveraged;
- Money or other revenues or property returned to the investment fund;
- The total number of new licensing agreements by institution and the number of new licensing agreements entered into with Michigan firms; and
- Products commercialized.

Within three (3) months following the completion of the last milestone, the Grantee shall provide the SEIC Board and Portfolio Manager with a Final Progress Report. The Final Progress Report shall be a comprehensive report that shall include sufficient information to establish that the milestones identified in Attachment B have been achieved during the grant period and that Grantee has complied with the Grantee's Budget (Attachment A), and shall include a description of metrics, statistics, intellectual property and commercialization status, any supporting documentation and any other information or data requested by the Portfolio Manager to assess compliance with Grantee's Budget and Milestones (Attachments A and B, respectively). The reports shall be in a form as approved in advance by the Portfolio Manager. Reprints of publications published pursuant to this award are to be included in the Semi-Annual Progress Reports and the Final Progress Report pursuant to Section 14. The Grantee shall provide immediate notice to the SEIC Board and the Portfolio Manager of any material change to activities funded with the Grant, including, but not limited to, changes to key personnel. All material changes to milestones and increases in budget (other than as provided in Section 4B above) must be pre-approved in writing by the Portfolio Manager and the SEIC Board.

D. Comply with all laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, including those related to research misconduct and research integrity during the term of this Agreement and will provide immediate notice to the SEIC Board of any alleged or proven violation relevant to the terms of the contract and related to the use of the Grant Funds. In addition, the Grantee shall obtain any licenses, permits or other governmental authorization necessary to carry out its duties under the Agreement.

E. Not use the Grant Funds for the development of a stadium or arena for use by a professional sports team or for the development of a casino regulated by the state of Michigan under the Michigan gaming control and revenue act, as further described in MCL 125.2088k(5).

7. **GRANTEE REPRESENTATIONS.** In addition to the certifications set forth in Attachment D, the Grantee affirms to the best of its knowledge that it or its affiliates, subsidiaries, officers, directors, managerial employees involved in the Grant Activities, and any person who, directly or indirectly, holds a pecuniary interest in Grantee of 20% or more:

- Do not have any criminal convictions incident to the application for or performance of a state contract or subcontract.
- Do not have any criminal convictions or have not been held liable in a civil proceeding, that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.

8. **RELATIONSHIP OF THE PARTIES.** Neither the Grantee, nor any employee or agent of Grantee is currently an employee or agent of the SEIC Board, MSF Board or MEDC as a result of this Agreement. The Grantee will notify the SEIC Board if any director or trustee, employee or agent of Grantee becomes a director, employee or agent of the SEIC Board, MSF Board or MEDC during the term of this Agreement. The SEIC Board is not responsible for any insurance or other fringe benefits, including, but not limited to, social security, workers' compensation, income tax withholdings, retirement or leave benefits, for the Grantee or its employees. The Grantee assumes full responsibility for all costs and expenses associated with its performance of the matters set forth in its Proposal (Attachment C) including, but not limited to, the provision of all insurance coverage and fringe benefits for its employees, all tools, supplies, materials, equipment and office space. The Grantee shall retain all control of its employees and staffing decisions, independent of the direction and control of the SEIC Board, the MSF Board and the MEDC. It is disclosed, acknowledged and acceptable that two members of the Grantee's Board of Directors also serve as members of the SEIC Board: Dr. David Canter and Mary Sue Coleman, President of the University of Michigan.

9. **PUBLICITY.** Any publicity, advertising or news releases regarding this Agreement by either party shall only contain the information, material or data mutually approved in writing by the Parties. Announcements, press releases and publicity about the awards or awardees that does not contain research results shall not be subject to this paragraph.

10. **ACCESS TO RECORDS AND CONFIDENTIALITY.** The Grantee shall maintain reasonable books and records, including evidence that the duties as set forth in this Agreement actually were performed, and the identity of all individual persons, firms and entities paid for such duties, and shall allow access and inspection of those books and records including financial records and all other information and data relevant to this Agreement (including information or data deemed by the Grantee as confidential information) to the Portfolio Manager, any employee of the MSF, the SEIC Board, the MEDC, the chief compliance officer and the auditor general of the State of Michigan. Those records shall be retained for a minimum period of 3 years beyond termination of this grant, or such length of time as required under applicable state or federal law. The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation such as time sheets and invoices. The SEIC Board, MSF and MEDC shall disclose confidential information only

to the extent required by applicable law (including, without limitation, the Freedom of Information Act). The MSF, SEIC Board and MEDC shall maintain the confidentiality of all Grantee's confidential information acknowledged as confidential by the MSF Board pursuant to the Act. However, neither the MSF, SEIC Board nor MEDC shall be liable for any inadvertent disclosure of any of the Grantee's confidential information.

11. TERMINATION OR CANCELLATION.

A. The SEIC Board may terminate this Agreement by providing written notice of default and termination to the Grantee ("Notice of Default and Intent to Terminate") upon the occurrence of any of the following events or conditions ("Event of Default"):

(i) any representation made by the Grantee is determined by the SEIC Board, in its reasonable judgment, to be incorrect in any material respect at the time that such representation was made;

(ii) the Grantee's failure to comply with MCL 125.2088k(6);

(iii) the Grantee's failure to comply with any of the terms and conditions of this Agreement; and

(iv) expenditure of the Grant for purposes other than as set forth in this Agreement.

The Notice of Default and Intent to Terminate shall provide the Grantee a period of at least forty-five (45) calendar days to cure the Event of Default. If the Event of Default remains uncured following the forty-five (45) calendar-day period, the SEIC Board shall provide Final Notice of Termination ("Final Notice"), which shall be effective as of the date of the Final Notice.

B. Grantee acknowledges that SEIC Board's performance of its payment obligation is dependent upon the continued receipt of government funding. In the event that the State Legislature or any State official, commission, authority, body, or employee, or the federal government (a) takes any legislative or administrative action, which fails to provide, terminates or reduces the funding necessary for this Grant, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for this Grant, but which affects the SEIC Board's ability to fund and administer this Grant, and other SEIC Board programs, then the SEIC Board may cancel this Agreement by providing notice to the Grantee of cancellation. Cancellation may be made effective immediately, upon delivery of notice to the Grantee, or with such other time period as the SEIC Board, in its sole discretion, deems reasonable.

C. Upon the sooner of an event of default or termination of this Agreement, the SEIC Board shall not be obligated to make any grant disbursements except for irrevocable or non-cancelable contractual commitments arising prior to the declared event of default or termination of this agreement. The Grantee shall, unless otherwise directed by the SEIC Board in writing, immediately take all reasonable steps to terminate operations under this Agreement, and to avoid or minimize further expenditures under this Agreement. The Grantee shall reimburse the SEIC Board for disbursements of the

Grant determined to have been expended for purposes other than those proposed in the Grantee's Proposal, and for the Grant which was previously disbursed, but not yet expended by the Grantee, and which are not subject to an irrevocable or non-cancelable commitment.

D. In accordance with 2005 PA 215, if the SEIC Board or the MSF Board has a reasonable belief that a breach of this Agreement has occurred, the MSF has the right to have the Grantee's financial statements separately audited by an independent certified public accountant at its sole cost and expense. If the audit reveals that a breach of this Agreement has occurred, the Grantee shall reimburse the MSF for the fees and expenses incurred to perform the audit.

12. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any duties covered by this Agreement without prior written approval from the SEIC Board and the CEO of the MEDC.

13. **CONFIDENTIAL INFORMATION.** Except for information provided to the SEIC Board and the MEDC at its request or as part of this grant, the Grantee and its employees, agents, or representatives shall not release during the term of this Agreement and for five (5) years thereafter, other than to the extent compelled by law, any information or data, including but not limited to, targeted business lists, economic development analyses, computer programs, or databases furnished to the Grantee by the SEIC Board or MEDC (collectively "Confidential Information") without the written consent of the SEIC Board or MEDC, as appropriate. Confidential information does not include information that is already in the possession of, or is independently developed by, Grantee; becomes publicly available other than through breach of this Section; or is received by Grantee from a third party with authorization to make such disclosures or is released with the appropriate prior written consent of the SEIC Board or MEDC.

14. **PUBLICATIONS.** Except for Confidential Information described in Section 13, the SEIC Board agrees that any person performing work funded under this Agreement shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of their research. Grantee shall, at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as defined in Section 15) if commercially warranted. Grantee shall submit to the SEIC Board and Portfolio Manager a reprint of all articles that Grantee has published resulting from work performed hereunder with the Semi-Annual Progress Report as required under Section 6. Grantee shall acknowledge the work was supported by Grant #155 of the 21st Century Jobs Trust Fund received through the SEIC Board from the State of Michigan, as appropriate, in any such publication.

15. **INTELLECTUAL PROPERTY RIGHTS.** The Grantee shall retain ownership to the entire right, title, and interest in any inventions, improvements, or discoveries developed or produced under this Agreement, including, but not limited to, concepts, know-how, software, materials, methods, and devices ("Inventions") and shall have the right to enter into license agreements covering Inventions. The Grantee grants to the SEIC Board a non-exclusive, royalty-free, irrevocable, worldwide license to use Inventions for its governmental, non-

commercial purposes. This license includes the right to sublicense on a royalty-free basis, but the sublicense shall be for governmental and non-commercial purposes only. The SEIC Board agrees to promptly notify the Grantee of any sublicenses to Inventions. This obligation shall survive cancellation or termination of this Agreement. Grantee may, at its sole discretion, provide its subcontractors, collaborators and consultants the rights to retain title to Inventions they make in performance of any part of the Grant Activities. Grantee shall require each of its subcontractors, collaborators or consultants to grant the SEIC Board a non-exclusive, royalty-free, irrevocable, worldwide license to use Inventions for its governmental, non-commercial purposes. This license includes the right to sublicense on a royalty-free basis, but the sublicense shall be for governmental and non-commercial purposes only.

16. **CONFLICT OF INTEREST.** The Grantee affirms that the Disclosure Statement submitted with its Proposal includes full disclosure of all material and information requested, and supports its assertion there exists no actual or potential conflict of interest between the Grantee, the Grantee's key personnel or its family, business, or financial interest (Grantee's Interests) and the activity, including, but not limited to, capital investment activities, under this Grant. The Grantee affirms that it has a procedure in place to require disclosure and subsequent management of conflicts of interest between the Grantee's key personnel, its family's, or business's financial interests and its activities, including, but not limited to, capital investment activities, under the Grant. In the event of a change in either its private interests or activities, including, but not limited to, capital investment activities, under this Grant, Grantee will inform the SEIC Board regarding possible conflicts of interest that may arise as a result of such change.

17. **INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE.** To the extent allowed by law, the Grantee shall indemnify, defend and hold harmless the SEIC Board, the MSF, and the MEDC, including their respective participants, committee members, officers, agents and employees, from any damages that it may sustain through the negligence or willful misconduct of the Grantee pertaining to the performance of this Agreement. The Grantee shall maintain such insurance as necessary to comply with this provision. The Grantee will provide and maintain its own public liability, property damage, and workers' compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee's obligation of indemnification under this Agreement.

18. **TOTAL AGREEMENT.** This document, together with all Attachments, contains the entire agreement between the Parties, superseding any prior or concurrent agreements with respect to the subject matter, and supersedes all prior agreements, understandings and communications, of any nature with respect to the subject matter, and no oral or written terms or conditions which are not contained in this Agreement shall be binding upon the Parties. This Agreement may not be amended except by written agreement executed by the Parties.

19. **ASSIGNMENT/TRANSFER/SUBGRANTING.** The Grantee shall not assign, transfer, convey, sub-contract, sub-grant or otherwise dispose of any duties or rights under this Agreement except as described in the Proposal, without the prior written approval of the SEIC Board. Furthermore, the Grantee shall not, without the prior written approval of the SEIC Board, either (i) merge or consolidate with any other person or entity or (ii) dissolve, liquidate or otherwise dispose of its assets, except in the ordinary course of business. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successor(s) and permitted assign(s). Grantee agrees that in the event of its

dissolution or merger, Grant Funds received under this Agreement not subject to irrevocable or non-cancelable contract commitments arising prior to the dissolution or merger shall be reimbursed to the SEIC Board.

20. **NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES.** In connection with this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for performance of this grant will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach thereof may be regarded as a material breach of this Agreement. In addition, as provided in Executive Directive 2003-24, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of sexual orientation unrelated to the individual's ability to perform the duties of the particular job or position.

Pursuant to 1980 PA 278, MCL 423.321, *et seq.*, the State shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322. The United States Labor Relations Board compiles this information. The Grantee shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 PA 278, MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Grantee as an employer, or the name of a subcontractor, manufacturer, or supplier of the Grantee appears in the register.

21. **TRADE SECRETS ACT.** The SEIC Board and MSF claim the additional protection for misappropriation of trade secrets, which include targeted business lists, economic development analyses, computer programs and databases under the Michigan Uniform Trade Secrets Act, 1998 PA 448, MCL 445.1901 *et seq.* The SEIC Board and MSF retain their right under this Act to actual loss and unjust enrichment caused by the misappropriation. The SEIC Board and MSF further retain the right to seek to enjoin any disclosure of trade secrets or other breach of the use of confidential information, at any time, and retain all applicable legal and equitable remedies.

22. **PREVAILING WAGE.** If the activities funded by this Grant involve construction of a building or of facilities, the Grantee, its sub-grantees and sub-contractors shall comply with prevailing wage and fringe benefit rates for the same or similar work in the locality in which the work is to be performed.

23. **FRINGE BENEFITS.** Grantee understands that neither Grantee nor Grantee's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the SEIC Board or MEDC.

24. **WORKERS' COMPENSATION.** The SEIC Board or MEDC shall not obtain workers' compensation insurance on behalf of Grantee or Grantee's employees. If Grantee hires employees to perform any work under this Agreement, Grantee shall cover them with workers' compensation insurance and shall maintain such insurance during the term of this Agreement. The SEIC Board or MEDC may, in its discretion, require Grantee to provide evidence of such coverage.

25. **UNEMPLOYMENT COMPENSATION.** The SEIC Board or MEDC shall make no state or federal unemployment compensation payments on behalf of Grantee or Grantee's employees or Grantee personnel. Grantee will not be entitled to these benefits in connection with work performed under this Agreement. If Grantee files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Grantee shall be deducted from and be an offset against the amount of compensation due and payable to Grantee by the SEIC Board under this Agreement.

26. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. The terms of this provision shall survive the termination of this Agreement.

27. **WAIVER.** A failure or delay by the SEIC Board, the MSF or Grantee in exercising any right with respect to this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any later or further exercise of that right, or the exercise of any other right.

28. **AVAILABLE REMEDIES.** The termination of this Agreement by the SEIC Board is not intended to be the sole and exclusive remedy, and shall be cumulative and in addition to every other provision or remedy given in this Agreement or now or hereafter existing at law, in equity, by statute or otherwise.

29. **FURTHER ACTS.** The Parties agree to perform any further acts to execute and deliver any further documents, which may be reasonably necessary to carry out this Agreement.

30. **NOTICES.** Any notice, approval, request, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (i) on the delivery date, if delivered by electronic mail or by confirmed facsimile; (ii) on the delivery date, if delivered personally to the Party to whom it is directed; (iii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) three (3) business days after the mailing date, whether or not actually received, if sent by United States mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address set forth below, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be as reasonably identified by notifying Party. The SEIC Board and the Grantee may, by notice to the other party, designate any further or different addresses or parties to send subsequent notices.

Michigan Economic Development Corporation
300 N. Washington Square
Lansing, MI 48913

Ann Arbor Spark
330 E. Liberty Street, Lower Level
Ann Arbor, MI 48104

31. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are empowered to enter into this Agreement on behalf of their respective Party.

32. **SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, if the principal intent of this Agreement can be preserved.

ANN ARBOR SPARK

By: Michael D. Finney

Its: President & CEO

Date: Jan. 15, 2007

STRATEGIC ECONOMIC INVESTMENT AND COMMERCIALIZATION BOARD

By: _____

Its: _____

Date: _____

Marketing Budget Outline

Collaterals		
Services Brochure	$	15,000
I.D. Package	$	7,000
Demographic Profile Brochure	$	15,000
Annual Report	$	15,000
Case Study Sheets	$	10,000
Lead Development Material	$	15,000
Facts & Rankings Brochure	$	15,000
Total Collaterals	**$**	**92,000**
Public Relations		
Success Story program	$	60,000
Industry publication story placement	$	30,000
Awards discovery and applications	$	12,000
Total PR	**$**	**102,000**
Direct Mail		
Campaign to Site Selectors	$	15,000
Corporate Campaign	$	15,000
Total Direct Mail	**$**	**30,000**
Website		
Educational Section build-out	$	15,000
Additional content and upgrades	$	20,000
Total Website	**$**	**35,000**
Trade Shows and Events		
SSTI Event	$	25,000
NASVIA Event	$	25,000
Deals of the Year	$	12,000
CEO Roundtable - 4X	$	5,000
Site Selectors FAM tour	$	25,000
Corporate FAM Tour	$	25,000
Fast Track	$	10,000
Total Trade Shows	**$**	**127,000**
Grand Total	**$**	**386,000**

Date: February 14, 2007

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Transfer of Fire and 517M Employees to MERS

SUMMARY OF REQUEST: Members of the City's Firefighter and DPW/517M unions have voted in favor of moving pension administration for their members to MERS – the Municipal Employees' Retirement System of Michigan. The change affects current employees who are members of the city's defined benefit pension plan. New hires and current members of the defined contribution plan are not impacted by this change. Approval of this change effectively means that the City will no longer have locally-administered pension plans.

FINANCIAL IMPACT: MERS provides a cost-effective solution for retirement system administration. As the City faces tight budgets, it is essential that we take advantage of opportunities to maintain or improve service levels while lowering costs. MERS provides such an opportunity.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the attached resolutions moving Fire and 517M employees to MERS and authorizing the Mayor, Clerk and other required city officials to sign the documents necessary to implement this move.

COMMITTEE RECOMMENDATION: None.

PARMENTER O'TOOLE

Attorneys at Law

Memorandum

DATE February 6, 2007

TO: Tim Paul

FROM: Linda S. Kaare

RE: Union Fire & 517M to MERS DB plan

Dear Tim,

Attached are the documents for City Commission meeting on February 13, 2007 to move the union fire and 517M to the MERS DB plan.

1. Resolution to Adopt MERS DB plan for Union Fire Employees.
2. Resolution for Defining Day of Work/Hours per Month – Union Fire Employees.
3. Resolution to Adopt MERS DB plan for Union 517M Employees.
4. Resolution for Defining Day of Work/Hours per Month – Union 517M Employees.

2007-14(i)

MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

RESOLUTION FOR ADOPTING MUNICIPAL EMPLOYEES' **RETIREMENT SYSTEM OF MICHIGAN DEFINED BENEFIT PROGRAMS** (OTHER THAN DB COMPONENT OF HYBRID PROGRAM)

The City Commission of the City of Muskegon,

whose fiscal year is (month and day) January 1 to December 31, desires to make available to its eligible employees (as defined below) benefits provided by the Municipal Employees' Retirement System of Michigan (**MERS**), as authorized by 1996 PA 220. Benefits available are those provided under the Plan Document of 1996.

IT IS RESOLVED that pursuant to the Initial Actuarial Valuation dated _____, _____, by MERS' actuary, MERS benefits stated in Section 1 below are to be provided to the following employee division (e.g., general, police and fire, DPW, union, non-union): Local 517M, Unit 2 of the Service Employees International Union.
(Separate resolutions are required for each division)

Please note: If no Initial Valuation has been done by MERS' actuary on the specific benefit program (or combination of programs) selected below; or the Initial Valuation is more than one (1) year old at the time MERS' coverage becomes effective as provided under Section 4 of this Resolution; then, per Retirement Board requirements, this Resolution will not be implemented until a current actuarial valuation is done by MERS' actuary and necessary supporting contribution rates certified.

1. Benefit programs/formulae (e.g., B-2 / DROP+ / F55 / V-8 / FAC 3 / E-2) selected are: B3 (2.25% 80% Max, No Max for Employees with 35+ Years as of 4/1/07), V10, FAC3, F55/30, D2, RS50
(If other than standard MERS' retirement benefits, supporting collective bargaining agreement to accompany this Resolution)

2. The required employee contribution is 5%. (May be any percentage in hundredths of a percent, not to exceed ten [10] percent, unless higher rate is established by collective bargaining agreement accompanying this Resolution.)

3.1 Prior service credit with this municipality/court rendered previously by each covered employee in the division is subject to and shall be credited as provided under Section 2C(3) of the MERS Plan Document and Restated Initial Actuarial Valuation and Supplemental Valuation Procedure (Form 06) (as approved by the Retirement Board), whose respective terms are incorporated by reference.

Choose only one:

A. X All prior service from date of hire.
B. ___ Portion of prior service (actual service up to _____ years); or _____%.
C. ___ Prior service proportional to assets transferred.
D. ___ No prior service (if D selected, go to Section 4).

3.2 The Initial Valuation discloses the actuarial reduction in the employer's future contribution rate that will occur where assets of a preceding qualified plan (whether defined benefit or defined contribution plan) and/or other source are transferred to MERS.

3.3 In all asset transfers, the employer shall furnish MERS with all necessary and specific information required by MERS on the allocation of employer and employee contributions and investment earnings, along with taxable and nontaxable status on the employee contribution portion.

4. The effective date of this Resolution for making deductions for the employee contributions specified above, and for the payment of necessary employer contributions to MERS, as required in the Plan Document, shall be the same date that MERS' coverage begins, which is April 1, 2007.

5. For municipalities, Plan Section 41 requires adoption by affirmative vote of a majority of the governing body; for courts, see Plan Section 41A. A complete copy of the fully executed collective bargaining agreement (if applicable), and certified copy of the complete official minutes or other official authorizing action for the open meeting at which this resolution was adopted must be forwarded to MERS with this resolution.

Certified this 13th day of February, 2007.

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

2007-14(i)

MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

RESOLUTION FOR DEFINING A DAY OF WORK OR HOURS PER MONTH FOR MERS RETIREMENT PURPOSES

Note: To adopt the part-time to full-time employee service credit program under Plan Document Section 4(6), the governing body must adopt the Uniform Resolution Defining Hours Per Month For Part-Time Employees and Service Credit Conversion Upon Promotion to Full-Time Status.

In accordance with Section 3(1) of the MERS Plan Document, as the _____

City Commission (Governing Body), City of Muskegon (Municipality),

does hereby certify that a day of work, or the number of hours of work in a month, for

Local 517 Unit 2 Employees (Indicate all employees or division name and number) for retirement purposes, shall

consist of one of the following to be effective as of April 1 (Date), 2007.

(Please complete either A or B)

A. _____ A day shall consist of _____ hours.
(Ten (10) days a month of such work days equals one month of credited service.)

B. X A month shall consist of 150 hours.
(Each month of such work hours equals one month of credited service.)

I hereby certify that the above is a true copy of a Resolution adopted at the meeting of the governing body held on February 13 (Date), 2007.

Ann Marie Becker (Signature of Authorized Official), City Clerk (Title)

Ann Marie Becker, MMC

RETURN TO: Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, MI 48917

2007-14(i)

MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

RESOLUTION FOR ADOPTING MUNICIPAL EMPLOYEES' **RETIREMENT SYSTEM OF MICHIGAN DEFINED BENEFIT PROGRAMS** (OTHER THAN DB COMPONENT OF HYBRID PROGRAM)

The City Commission of the City of Muskegon,

whose fiscal year is (month and day) January 1 to December 31, desires to make available to its eligible employees (as defined below) benefits provided by the Municipal Employees' Retirement System of Michigan (**MERS**), as authorized by 1996 PA 220. Benefits available are those provided under the Plan Document of 1996.

IT IS RESOLVED that pursuant to the Initial Actuarial Valuation dated _____, _____, by MERS' actuary, MERS benefits stated in Section 1 below are to be provided to the following employee division (e.g., general, police and fire, DPW, union, non-union): Muskegon Firefighters Local 370.

(Separate resolutions are required for each division)

Please note: If no Initial Valuation has been done by MERS' actuary on the specific benefit program (or combination of programs) selected below; or the Initial Valuation is more than one (1) year old at the time MERS' coverage becomes effective as provided under Section 4 of this Resolution; then, per Retirement Board requirements, this Resolution will not be implemented until a current actuarial valuation is done by MERS' actuary and necessary supporting contribution rates certified.

1. Benefit programs/formulae (e.g., B-2 / DROP+ / F55 / V-8 / FAC 3 / E-2) selected are: 2.75% Multiplier, 85% Max, V10, FAC3, F53/25, D2, RS50

(If other than standard MERS' retirement benefits, supporting collective bargaining agreement to accompany this Resolution)

2. The required employee contribution is 6%. (May be any percentage in hundredths of a percent, not to exceed ten [10] percent, unless higher rate is established by collective bargaining agreement accompanying this Resolution.)

3.1 Prior service credit with this municipality/court rendered previously by each covered employee in the division is subject to and shall be credited as provided under Section 2C(3) of the MERS Plan Document and Restated Initial Actuarial Valuation and Supplemental Valuation Procedure (Form 06) (as approved by the Retirement Board), whose respective terms are incorporated by reference.

Choose only one:

A. X All prior service from date of hire.
B. ___ Portion of prior service (actual service up to _____ years); or _____%.
C. ___ Prior service proportional to assets transferred.
D. ___ No prior service (if D selected, go to Section 4).

3.2 The Initial Valuation discloses the actuarial reduction in the employer's future contribution rate that will occur where assets of a preceding qualified plan (whether defined benefit or defined contribution plan) and/or other source are transferred to MERS.

3.3 In all asset transfers, the employer shall furnish MERS with all necessary and specific information required by MERS on the allocation of employer and employee contributions and investment earnings, along with taxable and nontaxable status on the employee contribution portion.

4. The effective date of this Resolution for making deductions for the employee contributions specified above, and for the payment of necessary employer contributions to MERS, as required in the Plan Document, shall be the same date that MERS' coverage begins, which is April 1, 2007.

5. For municipalities, Plan Section 41 requires adoption by affirmative vote of a majority of the governing body; for courts, see Plan Section 41A. A complete copy of the fully executed collective bargaining agreement (if applicable), and certified copy of the complete official minutes or other official authorizing action for the open meeting at which this resolution was adopted must be forwarded to MERS with this resolution.

Certified this 13th day of February, 2007.

By: Ann Marie Becker Title: City Clerk

Ann Marie Becker, MMC

2007-14(i)

MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

RESOLUTION FOR DEFINING A DAY OF WORK OR HOURS PER MONTH FOR MERS RETIREMENT PURPOSES

Note: To adopt the part-time to full-time employee service credit program under Plan Document Section 4(6), the governing body must adopt the Uniform Resolution Defining Hours Per Month For Part-Time Employees and Service Credit Conversion Upon Promotion to Full-Time Status.

In accordance with Section 3(1) of the MERS Plan Document, as the _____

City Commission (Governing Body), City of Muskegon (Municipality),

does hereby certify that a day of work, or the number of hours of work in a month, for

Union Fire Employees (Indicate all employees or division name and number) for retirement purposes, shall

consist of one of the following to be effective as of April 1 (Date), 2007.

(Please complete either A or B)

A. _____ A day shall consist of _____ hours.
(Ten (10) days a month of such work days equals one month of credited service.)

B. X A month shall consist of 214 hours.
(Each month of such work hours equals one month of credited service.)

I hereby certify that the above is a true copy of a Resolution adopted at the meeting of the governing body held on February 13 (Date), 2007.

Ann Marie Becker (Signature of Authorized Official), City Clerk (Title)

Ann Marie Becker, MMC

RETURN TO: Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, MI 48917

Date: **02/12/07**

To: **Honorable Mayor and City Commission**

From: **DPW**

RE: **Budgeted Vehicle Replacement**

SUMMARY OF REQUEST: Approval to purchase one Dodge Ram 1500 Quad Cab 4X4 truck.

FINANCIAL IMPACT: $20,228.29

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase using The Michigan State Purchasing Contract.

Memorandum

To: Honorable Mayor and City Commissioners

From: DPW

Date: 02/12/07

Re: Budgeted Vehicle Replacement

The Equipment Division has scheduled the replacement of one quad cab four wheel drive pickup truck to replace a 2000 Expedition used by the Fire Department. This vehicle is used by the on duty Battalion Chief to respond to emergencies throughout the city. It is also used to carry supplies and equipment from venders to the three Fire Stations throughout the City.

I have requested prices from area dealers as well as the statewide purchasing contract. The State Purchasing Contract is the lowest bid. Attached is a summary of the bids.

In accordance with established purchasing policy, we are requesting permission to purchase one Dodge quad cab four wheel drive pickup truck using the State Purchasing Contract.

	Family Auto	Lakeshore Dodge	Michigan State Contract	
Type of Vehicle	3146 Henry	4235 Fruitvale	6131 Pennsylvania	
	Muskegon Mich 4944	Montague Mich 49437	Lansing Mich 48911	
One Dodge 1500 Quad Cab				
4X4 truck	$23,940.00	$30,646.00	$20,228.29	

Commission Meeting Date: February 6, 2007

Date: **February 13, 2007**

To: **Honorable Mayor & City Commission**

From: **Community and Neighborhood Services Department**

RE: **Purchase of 1080 E. Laketon Ave**

SUMMARY OF REQUEST: To approve the purchase of 1080 E. Laketon Ave from the U. S. Dept. of HUD for $1.00 through its Good Neighbor program. In which, a municipality can purchase a home for one dollar, if a property is on the market for more than six months.

After 1080 E. Laketon Ave is obtained the City will contract to that the house totally rehabilitate then sale it to a qualified family continuing the City's aggressive neighborhood revitalization efforts.

FINANCIAL IMPACT: The dollar will come from Community and Neighborhood Services HOME program income fund.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request to purchase the $1.00 home.

COMMITTEE RECOMMENDATION: None needed

24-195-000-0034-00 1080 E LAKETON AVE STREET VIEW 12/00

Commission Meeting Date: February 6, 2007

Date: **February 13, 2007**

To: **Honorable Mayor & City Commission**

From: **Community and Neighborhood Services Department**

RE: **Purchase of 627 E. Apple Ave**

SUMMARY OF REQUEST: To approve the purchase of 627 E. Apple Ave from the U. S. Dept. of HUD for $1.00 through its Good Neighbor program. In which, a municipality can purchase a home for one dollar, if a property is on the market for more than six months.

After 627 E. Apple Ave is obtained the City will contract to that the house totally rehabilitate then sale it to a qualified family continuing the City's aggressive neighborhood revitalization efforts.

FINANCIAL IMPACT: The dollar will come from Community and Neighborhood Services HOME program income fund.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request to purchase the $1.00 home.

COMMITTEE RECOMMENDATION: None needed

24-205-064-0004-10 627 E APPLE AVE 8/21/00

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: February 8, 2007

RE: Deputy City Clerk Salary Range Change

SUMMARY OF REQUEST:
To upgrade the salary range for the Deputy City Clerk position from Range X to Range IX of the Non-represented Employee Salary Schedule.

FINANCIAL IMPACT:
$3,049 is the difference in the top of the two ranges.

BUDGET ACTION REQUIRED:
None at this time.

STAFF RECOMMENDATION:
To approve the requested salary range change.

COMMITTEE RECOMMENDATION:
None.

CITY COMMISSION MEETING
Tuesday, February 13, 2007

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: January 24, 2007

SUBJECT: Contract Agreement-Pagers-American Messaging

SUMMARY OF REQUEST:

Public Safety Division staff request that the Commission consider our request to enter into a contract with American Messaging Services (AMS), LLC of White Lake, Michigan to provide paging services for emergency personnel. The service is used to disseminate emergency messages and for staff call-back.

We have agreed to administer a master account that would also include Muskegon Central Dispatch, Muskegon Charter Township and the Fruitport Fire Department. We have requested service for 133 units. AMS has quoted a price of $5.25 per unit, which results in a 17% savings over the previous contract with Verizon Wireless. AMS recently purchased the paging service from Verizon. We are requesting that the agreement be for two years.

FINANCIAL IMPACT:

The cost is provided for in the 2007 budget and will be a part of the 2008 budget.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approval of this request.

AMERICAN MESSAGING

Date: 1/23/2007

To: Mark Kincaid

From: Cherie Kokovich

RE: Renewal Agreement for Pagers

Priority: [Urgent]

Hi Mark,

As requested, I am enclosing a renewal agreement for the City of Muskegon pagers. These include the City of Muskegon, Muskegon Central Dispatch, Muskegon Charter Township & Fruitport Fire under your Master account agreement. The total cost that will be saved is 17% of your existing agreement.

Please check One or Two Years under TERM. Please have contract signed where X'd and all pages initialed in the bottom right hand corner and fax back to me to 248-666-2743. Also return an original copy to me in the self addressed stamped envelope provided and keep the pink copy for your records. I will forward on to our corporate office for their signature and they will return a signed copy to you.

Please call or email me with any questions you may have. I look forward to hearing from you!

Thanks!

Cherie Kokovich

Cherie Kokovich

Corporate Account Executive

888-639-1770/248-417-1111

FAX# 248-666-2743

cherie.kokovich@americanmessaging.net

www.americanmessaging.net

clk

MARK KINCAID - 75 W. WALTON 49440

CUSTOMER AGREEMENT American Messaging Services, LLC

American Messaging

ACTIVATION INFORMATION

☐ New Account	Order Date	Begin Billing Date	Equip. Delivery Date	Sales Rep Name Chris Kincaid
X Renewal	Acct # 2205008	Credit Approval #	Contracted Units 133	Ramp Up	Sales ID CK

BILLING AND SERVICE AREA INFORMATION

Account Name CITY OF MUSKEGON (MASTER)

Contact Name (Authorized Contact)

X Corporate ☐ Individual Account | Password

Billing Address 1 933 TERRACE

Address 2

City MUSKEGON | State MI | Zip Code 49443

Phone 231-724-6931 | Fax

E-mail Address (Optional)

☐ I consent or ☐ I do not consent to American Messaging Services, LLC using my e-mail address to inform me of new products, services and other related information.

Service Address 1

Service Address 2

Service City | Service State | Service Zip Code

Phone | Comment FREE SHIPPING GROUND

EQUIPMENT, SERVICE, COVERAGE AND RATE INFORMATION (PAGING PLAN)

Equipment	Coverage Plan	Call/Packet Count	Monthly Rate	BRC	Model	Price per Unit If Purchased	Number of Units
Numeric ☐ Lease ☐ Purchase	☐ Local		$			$	
Activation Fee per unit: $	☐ Statewide		$			$	
Overcall Charges per call: $	☐ Regional		$			$	
SRC Code:	☐ Nationwide		$			$	
Alpha/Text [2] X Lease ☐ Purchase	X Local	UNL	$ 5.25		MISC	$ —	133
Activation Fee per unit: $ —	☐ Statewide		$			$	
Overcall Charges per call: $ -0-	☐ Regional		$			$	
SRC Code:	☐ Nationwide		$			$	
2-way [2] ☐ Lease ☐ Purchase	☐ Local		$			$	
Activation Fee per unit: $	☐ Statewide		$			$	
Over-Packet Charges per packet: $	☐ Regional		$			$	
SRC Code:	☐ Nationwide		$			$	

[1] Packets apply to 2-way service and are blocks of 100 characters (rounded up to the nearest 100 characters); example: a 185-character message is two packets.

[2] All alpha/text and 2-way pagers include news broadcasts at no extra charge. This includes news, sports and entertainment information. American Messaging is not responsible for the content of these broadcasts/information.

ENHANCED AND OTHER SERVICES

Package Option	Monthly Rate	Access Code	Message Length	Greeting Length	Maximum # of Messages	Message Retention	BRC	Number of Units
☐ Voicemail	$							
☐ ~~PageSaver~~ GROUPCALL	$ -0-	—		—	15			14
X Greeting	$ -0-							86
☐ Operator Dispatch	$	Dispatch Features:						
		Call Allowance:		Overcall Charge:				
X Other	$ 10.00	Description: QUICKPAGER						1

PAGER REPLACEMENT PROGRAM (PRP)

X I accept the Pager Replacement Program ("PRP")[3] and understand that PRP will be charged on active and spare pagers, if any. If I do not check this box, then I am responsible for replacement equipment at current retail rates.

[3] If PRP is accepted, PRP must be on every unit on account.

Type of Unit	Replacement Cost with PRP	Monthly Cost per Unit	BRC	Number of Units
Numeric	$15	$		
Text/Alpha	$35	$ .50	9070050	18 CLIQ
1.5/2-Way (non-OS)	$75	$		
2-Way (OS)/Other	$80	$		

PAYMENT

☐ Visa ☐ AMX ☐ MC ☐ Discover | PO# | Total Amount $

TERM

☐ One (1) year ☐ Two (2) years ☐ _____

If no box checked then one (1) year term.

BILLING CYCLE

☐ Monthly ☐ Semi-Annual ☐ Quarterly ☐ Annual

Date: February 13, 2007

To: Honorable Mayor and City Commission

From: Engineering

RE: Grant Applications for Safety Funds

SUMMARY OF REQUEST:

Authorize staff, by adopting the attached resolution, to submit the following projects for possible Safety Funds in 2008:

1- Sherman @ Henry intersection improvements; estimated total cost of the project is $200,000, local match is $50,000.
2- Sidewalks along the north side of Sherman between Barclay & Henry; estimated total cost is $50,000 of which $15,000 would be the local match.

FINANCIAL IMPACT:

A local share of 25% will be required for all projects.

BUDGET ACTION REQUIRED:

None at this time, should either or both be approved for grants they will be listed in the 2008 budget.

STAFF RECOMMENDATION:

Authorize staff to submit the applications.

COMMITTEE RECOMMENDATION:

Commission Meeting Date: February 13, 2007

Date: **January 25, 2007**

To: **Honorable Mayor & City Commission**

From: **Planning & Economic Development Department**

RE: **Public Hearing and Resolution Revoking the Personal & Real Property Components of the Industrial Development Certificate – Bekaert Corporation.**

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, the City of Muskegon requests that the personal property component and the real property component of the Industrial Development Certificate No. 01-329 issued to Bekaert Corporation be revoked. The certificate was originally requested June 14, 2001 by Bekaert Corporation. Bekaert Corporation ceased operations in 2006 and the building is vacant.

FINANCIAL IMPACT:

Bekaert Corporation will reimburse the abated taxes.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To hold a public hearing and authorize the Mayor and Clerk to sign the resolution revoking the personal property component and the real property component of IFT certificate No. 01-329.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2007-16(a)

MUSKEGON CITY COMMISSION

RESOLUTION REVOKING THE PERSONAL PROPERTY COMPONENT OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE NO 01-329
BEKAERT CORPORATION

WHEREAS, THE City of Muskegon issued an Industrial Facilities Exemption Certificate to Bekaert Corporation. in 2001; and

WHEREAS, a signed Tax Abatement Contract between Bekaert Corporation, and the City of Muskegon took effect on July 10, 2001, with Bekaert Corporation, agreeing to install $2,999,364 in machinery and equipment and $233,000 in real property; and

WHEREAS, the Industrial Facilities Exemption Certificate is scheduled to expire in 2007 for personal property and 2013 for real property; and

WHEREAS, Section Three of the Tax Abatement Contract states that "the closing of the Company's facilities in the City" shall be considered and event of default; and

WHEREAS, according to Section Four of the Tax Abatement Contract, in instances of default Bekaert Corporation, consents to the immediate revocation of the IFT Certificate; and

WHEREAS, appropriate certified notice has been sent to Bekaert Corporation on January 25, 2007, notifying the company of the intent to revoke the personal property component and real property component of Industrial Facilities Exemption Certificate No. 01-329

NOW THEREFORE BE IT RESOLVED by the Muskegon City Commission that Industrial Facilities Exemption Certificate No. 01-329, for Bekaert Corporation, is revoked.

Adopted this 13th day of February, 2007.

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

Nays: None

Absent None

By: _____
Stephen J. Warmington
Mayor

Attest: _____
Ann Marie Becker
City Clerk

2007-16(a)

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 13, 2007.

By: _____

Ann Marie Becker
City Clerk

City of Muskegon
Bekaert Corp. IFT Contract Default
Tax Abatement Remedy Amounts Allocated to Taxing Units

Taxing Unit	Amount
County & Community College	21,712.53
Intermediate School Dist	9,090.19
City	26,476.31
Orchard View Schools Oper	43,127.17
Orchard View Schools Debt	15,797.71
Hackley Library	5,805.16
State Education	0.00
Administration Fee	1,053.12
Total	123,062.19

Summary

Muskegon County (County, MCC & State Ed)	21,712.53
Muskegon Area Intermediate Sch Dist	9,090.19
City of Muskegon (City & Admin)	27,529.43
Orchard View Schools (Oper. & Debt)	58,924.88
Hackley Library	5,805.16
Total	123,062.19

City of Muskegon
Remedy on Default of Contract for Tax Abatement - Bekaert Corp.

For 2002 Property Tax Bills

Property Assessed to: Bekaert Steel Wire Corp
Bekaert Corp
PO Box 608
Orrville, OH 44667

Parcel No.	*Property Class*	*Taxable Value*
61-24-980-201-0329-00	*IFT - Real*	*138,000*

Taxing Unit	Tax Paid	Tax without Abatement	Abated Taxes
County & Community College	614.05	1,228.12	614.07
Intermediate School Dist	259.41	518.82	259.41
City	695.42	1,390.85	695.43
Orchard View Schools Oper	1,226.22	2,452.45	1,226.23
Orchard View Schools Debt	0.00	0.00	0.00
Hackley Library	165.60	331.20	165.60
State Education	828.00	828.00	0.00
Administration Fee	30.93	53.59	22.66
Total	3,819.63	6,803.03	2,983.40

Parcel No.	*Property Class*	*Taxable Value*
61-24-982-201-0329-00	*IFT - Personal, New*	*186,000*

Taxing Unit	Tax Paid	Tax without Abatement	Abated Taxes
County & Community College	827.64	1,655.29	827.65
Intermediate School Dist	349.64	699.29	349.65
City	937.30	1,874.62	937.32
Orchard View Schools Oper	1,652.74	3,305.48	1,652.74
Orchard View Schools Debt	0.00	0.00	0.00
Hackley Library	223.20	446.40	223.20
State Education	1,116.00	1,116.00	0.00
Administration Fee	41.70	72.22	30.52
Total	5,148.22	9,169.30	4,021.08

2002 year difference between the industrial facilities tax which company has paid and the total property taxes to the relevant taxing units it would have paid:	$7,004.48

City of Muskegon
Remedy on Default of Contract for Tax Abatement - Bekaert Corp.

For 2003 Property Tax Bills

Property Assessed to: Bekaert Steel Wire Corp
Bekaert Corp
PO Box 608
Orrville, OH 44667

Parcel No.	*Property Class*	*Taxable Value*
61-24-980-201-0329-00	*IFT - Real*	*136,000*

Taxing Unit	Tax Paid	Tax without Abatement	Abated Taxes
County & Community College	611.95	1,223.92	611.97
Intermediate School Dist	255.54	511.09	255.55
City	685.26	1,370.53	685.27
Orchard View Schools Oper	1,208.45	2,416.91	1,208.46
Orchard View Schools Debt	476.00	952.00	476.00
Hackley Library	163.20	326.40	163.20
State Education	680.00	680.00	0.00
Administration Fee	33.95	61.10	27.15
Total	4,114.35	7,541.95	3,427.60

Parcel No.	*Property Class*	*Taxable Value*
61-24-982-201-0329-00	*IFT - Personal, New*	*167,300*

Taxing Unit	Tax Paid	Tax without Abatement	Abated Taxes
County & Community College	752.79	1,505.60	752.81
Intermediate School Dist	314.35	628.71	314.36
City	842.97	1,685.95	842.98
Orchard View Schools Oper	1,486.57	2,973.16	1,486.59
Orchard View Schools Debt	585.55	1,171.10	585.55
Hackley Library	200.76	401.52	200.76
State Education	836.50	836.50	0.00
Administration Fee	41.76	75.17	33.41
Total	5,061.25	9,277.71	4,216.46

2003 year difference between the industrial facilities tax which company has paid and the total property taxes to the relevant taxing units it would have paid: **$7,644.06**

City of Muskegon
Remedy on Default of Contract for Tax Abatement - Bekaert Corp.

For 2004 Property Tax Bills

Property Assessed to: Bekaert Steel Wire Corp
Bekaert Corp
PO Box 608
Orrville, OH 44667

Parcel No.	*Property Class*	*Taxable Value*
61-24-980-201-0329-00	*IFT - Real*	*139,128*

Taxing Unit	Tax Paid	Tax without Abatement	Abated Taxes
County & Community College	626.04	1,252.07	626.03
Intermediate School Dist	261.42	522.84	261.42
City	770.54	1,541.09	770.55
Orchard View Schools Oper	1,236.24	2,472.50	1,236.26
Orchard View Schools Debt	486.94	973.90	486.96
Hackley Library	166.95	333.91	166.96
State Education	834.76	834.76	0.00
Administration Fee	36.11	63.90	27.79
Total	4,419.00	7,994.97	3,575.97

Parcel No.	*Property Class*	*Taxable Value*
61-24-982-201-0329-00	*IFT - Personal, New*	*1,449,400*

Taxing Unit	Tax Paid	Tax without Abatement	Abated Taxes
County & Community College	6,522.00	13,043.73	6,521.73
Intermediate School Dist	2,723.42	5,446.85	2,723.43
City	8,027.35	16,054.71	8,027.36
Orchard View Schools Oper	12,878.93	25,757.87	12,878.94
Orchard View Schools Debt	5,072.90	10,145.80	5,072.90
Hackley Library	1,739.28	3,478.56	1,739.28
State Education	8,696.40	8,696.40	0.00
Administration Fee	376.32	665.69	289.37
Total	46,036.60	83,289.61	37,253.01

2004 year difference between the industrial facilities tax which company has paid and the total property taxes to the relevant taxing units it would have paid: **$40,828.98**

City of Muskegon
Remedy on Default of Contract for Tax Abatement - Bekaert Corp.

For 2005 Property Tax Bills

Property Assessed to: Bekaert Steel Wire Corp
Bekaert Corp
PO Box 608
Orrville, OH 44667

Parcel No.	*Property Class*	*Taxable Value*
61-24-980-201-0329-00	*IFT - Real*	*140,900*

Taxing Unit	Tax Billed	Tax without Abatement	Abated Taxes
County & Community College	632.60	1,265.20	632.60
Intermediate School Dist	264.75	529.50	264.75
City	780.27	1,560.54	780.27
Orchard View Schools Oper	1,251.99	2,503.99	1,252.00
Orchard View Schools Debt	493.15	986.30	493.15
Hackley Library	169.08	338.16	169.08
State Education	845.40	845.40	0.00
Administration Fee	36.56	64.69	28.13
Total	4,473.80	8,093.78	3,619.98

Parcel No.	*Property Class*	*Taxable Value*
61-24-982-201-0329-00	*IFT - Personal, New*	*1,243,700*

Taxing Unit	Tax Billed	Tax without Abatement	Abated Taxes
County & Community College	5,584.07	11,167.68	5,583.61
Intermediate School Dist	2,336.91	4,673.82	2,336.91
City	6,887.36	13,774.60	6,887.24
Orchard View Schools Oper	11,051.14	22,102.29	11,051.15
Orchard View Schools Debt	4,352.95	8,705.90	4,352.95
Hackley Library	1,492.44	2,984.88	1,492.44
State Education	7,462.20	7,462.20	0.00
Administration Fee	322.79	570.97	248.18
Total	39,489.86	71,442.34	31,952.48

2005 year difference between the industrial facilities tax which company has/will pay and the total property taxes to the relevant taxing units it would have had to pay: **$35,572.46**

City of Muskegon
Remedy on Default of Contract for Tax Abatement - Bekaert Corp.

For 2006 Property Tax Bills

Property Assessed to: Bekaert Steel Wire Corp
Bekaert Corp
PO Box 608
Orrville, OH 44667

Parcel No.	*Property Class*	*Taxable Value*
61-24-980-201-0329-00	*IFT - Real*	*138,400*

Taxing Unit	Tax Billed	Tax without Abatement	Abated Taxes
County & Community College	620.01	1,239.98	619.97
Intermediate School Dist	260.05	520.11	260.06
City	766.26	1,532.53	766.27
Orchard View Schools Oper	1,245.60	2,491.20	1,245.60
Orchard View Schools Debt	484.40	968.80	484.40
Hackley Library	166.08	332.16	166.08
State Education	830.40	830.40	0.00
Administration Fee	25.13	63.83	38.70
Total	4,397.93	7,979.01	3,581.08

Parcel No.	*Property Class*	*Taxable Value*
61-24-982-201-0329-00	*IFT - Personal, New*	*1,098,800*

Taxing Unit	Tax Billed	Tax without Abatement	Abated Taxes
County & Community College	4,922.50	9,844.59	4,922.09
Intermediate School Dist	2,064.64	4,129.29	2,064.65
City	6,083.61	12,167.23	6,083.62
Orchard View Schools Oper	9,889.20	19,778.40	9,889.20
Orchard View Schools Debt	3,845.80	7,691.60	3,845.80
Hackley Library	1,318.56	2,637.12	1,318.56
State Education	6,592.80	6,592.80	0.00
Administration Fee	199.53	506.74	307.21
Total	34,916.64	63,347.77	28,431.13

2006 year difference between the industrial facilities tax which company has/will pay and the total property taxes to the relevant taxing units it would have had to pay: **$32,012.21**

Commission Meeting Date: February 13, 2007

Date: **January 25, 2007**

To: **Honorable Mayor & City Commission**

From: **Planning & Economic Development Department** CBC

RE: **Public Hearing and Resolution Revoking a Personal Property Industrial Development Certificate – Competitive Edge Wood Specialties, Inc.**

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, the City of Muskegon requests that the real property component of the Industrial Development Certificate No. 99-053 issued to Competitive Edge Wood Specialties, Inc. be revoked. The certificate was originally requested November 24, 1998 by Competitive Edge Wood Specialties, Inc. Competitive Edge Wood Specialties, Inc. ceased operations in 2006 and the building is vacant.

FINANCIAL IMPACT:

Competitive Edge Wood Specialties, Inc. will reimburse the abated taxes.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To hold a public hearing and authorize the Mayor and Clerk to sign the resolution revoking the real property component of IFT certificate No. 99-053.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2007-16(b)

MUSKEGON CITY COMMISSION

RESOLUTION REVOKING THE PERSONAL PROPERTY COMPONENT OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE NO 99-053
COMPETITIVE EDGE WOOD SPECIALTIES, INC.

WHEREAS, THE City of Muskegon issued an Industrial Facilities Exemption Certificate to Competitive Edge Wood Specialties, Inc. in 1998; and

WHEREAS, a signed Tax Abatement Contract between Competitive Edge Wood Specialties, and the City of Muskegon took effect on November 24, 1998, with Competitive Edge Wood Specialties, Inc., agreeing to install $61,000.00 in real property for the construction of the building; and

WHEREAS, the Industrial Facilities Exemption Certificate is scheduled to expire in 2012 for real property; and

WHEREAS, Section Three of the Tax Abatement Contract states that "the closing of the Company's facilities in the City" shall be considered and event of default; and

WHEREAS, according to Section Four of the Tax Abatement Contract, in instances of default Competitive Edge Wood Specialties, Inc., consents to the immediate revocation of the IFT Certificate; and

WHEREAS, appropriate certified notice has been sent to Competitive Edge Wood Specialties, Inc., on January 25, 2007, notifying the company of the intent to revoke the real property component of Industrial Facilities Exemption Certificate No. 99-053

NOW THEREFORE BE IT RESOLVED by the Muskegon City Commission that Industrial Facilities Exemption Certificate No. 99-053, for Competitive Edge Wood Specialties, Inc., is revoked.

Adopted this 13th day of February, 2007.

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

Nays: None

Absent None

By: _____
Stephen J. Warmington
Mayor

Attest: _____
Ann Marie Becker
City Clerk

2007-16(b)

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 13, 2007.

By: _____

Ann Marie Becker
City Clerk

City of Muskegon
Competitive Edge Wood Specialties IFT Contract Default
Tax Abatement Remedy Amounts Allocated to Taxing Units

Taxing Unit	Amount
County & Community College	330.54
Intermediate School Dist	128.32
City	388.43
Muskegon Public Schools Oper	666.24
Muskegon Public Schools Debt	259.09
Hackley Library	80.19
State Education	0.00
Administration Fee	14.67
Total	1,867.48

Summary

Muskegon County (County, MCC & State Ed)	330.54
Muskegon Area Intermediate Sch Dist	128.32
City of Muskegon (City & Admin)	403.10
Muskegon Public Schools (Oper. & Debt)	925.33
Hackley Library	80.19
Total	1,867.48

City of Muskegon
Remedy on Default of Contract for Tax Abatement - Competitive Edge Wood Specialties

For 2000 Property Tax Bill

Property Assessed to: Competitive Edge Wood Specialties
711 E Savidge St
Spring Lake, MI 49456

Parcel No.	*Property Class*	*Taxable Value*
61-24-980-099-0053-00	*IFT - Real*	*12,300*

Taxing Unit	Tax Paid	Tax without Abatement	Abated Taxes
County & Community College	54.53	109.07	54.54
Intermediate School Dist	17.24	34.50	17.26
City	62.02	124.06	62.04
Muskegon Public Schools Oper	110.70	221.40	110.70
Muskegon Public Schools Debt	43.05	86.10	43.05
Hackley Library	6.11	12.23	6.12
State Education	73.80	73.80	0.00
Administration Fee	3.06	5.37	2.31
Total	370.51	666.53	296.02

2000 year difference between the industrial facilities tax which company has paid and the total property taxes to the relevant taxing units it would have paid: $296.02

City of Muskegon
Remedy on Default of Contract for Tax Abatement - Competitive Edge Wood Specialties

For 2001 Property Tax Bill

Property Assessed to: Competitive Edge Wood Specialties
711 E Savidge St
Spring Lake, MI 49456

Parcel No.	*Property Class*	*Taxable Value*
61-24-980-099-0053-00	*IFT - Real*	*10,200*

Taxing Unit	Tax Paid	Tax without Abatement	Abated Taxes
County & Community College	44.89	89.79	44.90
Intermediate School Dist	14.19	28.40	14.21
City	51.40	102.81	51.41
Muskegon Public Schools Oper	91.80	183.60	91.80
Muskegon Public Schools Debt	35.70	71.40	35.70
Hackley Library	12.24	24.48	12.24
State Education	61.20	61.20	0.00
Administration Fee	2.60	4.59	1.99
Total	314.02	566.27	252.25

2001 year difference between the industrial facilities tax which company has paid and the total property taxes to the relevant taxing units it would have paid: $252.25

City of Muskegon
Remedy on Default of Contract for Tax Abatement - Competitive Edge Wood Specialties

For 2002 Property Tax Bill

Property Assessed to: Competitive Edge Wood Specialties
711 E Savidge St
Spring Lake, MI 49456

Parcel No.	*Property Class*	*Taxable Value*
61-24-980-099-0053-00	*IFT - Real*	*10,526*

Taxing Unit	Tax Paid	Tax without Abatement	Abated Taxes
County & Community College	46.83	93.68	46.85
Intermediate School Dist	19.78	39.57	19.79
City	53.04	106.09	53.05
Muskegon Public Schools Oper	94.73	189.47	94.74
Muskegon Public Schools Debt	36.84	73.68	36.84
Hackley Library	12.63	25.26	12.63
State Education	63.15	63.15	0.00
Administration Fee	2.75	4.85	2.10
Total	329.75	595.75	266.00

2002 year difference between the industrial facilities tax which company has paid and the total property taxes to the relevant taxing units it would have paid: $266.00

City of Muskegon
Remedy on Default of Contract for Tax Abatement - Competitive Edge Wood Specialties

For 2003 Property Tax Bills

Property Assessed to: Competitive Edge Wood Specialties
711 E Savidge St
Spring Lake, MI 49456

Parcel No.	*Property Class*	*Taxable Value*
61-24-980-099-0053-00	*IFT - Real*	*10,300*

Taxing Unit	Tax Paid	Tax without Abatement	Abated Taxes
County & Community College	46.34	92.69	46.35
Intermediate School Dist	19.35	38.71	19.36
City	51.89	103.80	51.91
Muskegon Public Schools Oper	92.70	185.40	92.70
Muskegon Public Schools Debt	36.05	72.10	36.05
Hackley Library	12.36	24.72	12.36
State Education	51.50	51.50	0.00
Administration Fee	2.57	4.65	2.08
Total	312.76	573.57	260.81

2003 year difference between the industrial facilities tax which company has paid and the total property taxes to the relevant taxing units it would have paid: $260.81

City of Muskegon
Remedy on Default of Contract for Tax Abatement - Competitive Edge Wood Specialties

For 2004 Property Tax Bills

Property Assessed to: Competitive Edge Wood Specialties
711 E Savidge St
Spring Lake, MI 49456

Parcel No.	*Property Class*	*Taxable Value*
61-24-980-099-0053-00	*IFT - Real*	*10,200*

Taxing Unit	Tax Paid	Tax without Abatement	Abated Taxes
County & Community College	45.88	91.79	45.91
Intermediate School Dist	19.16	38.33	19.17
City	56.49	112.98	56.49
Muskegon Public Schools Oper	91.80	183.60	91.80
Muskegon Public Schools Debt	35.70	71.40	35.70
Hackley Library	12.24	24.48	12.24
State Education	61.20	61.20	0.00
Administration Fee	2.65	4.71	2.06
Total	325.12	588.49	263.37

2004 year difference between the industrial facilities tax which company has paid and the total property taxes to the relevant taxing units it would have paid: $263.37

City of Muskegon
Remedy on Default of Contract for Tax Abatement - Competitive Edge Wood Specialties

For 2005 Property Tax Bills

Property Assessed to: Competitive Edge Wood Specialties
711 E Savidge St
Spring Lake, MI 49456

Parcel No.	*Property Class*	*Taxable Value*
61-24-980-099-0053-00	*IFT - Real*	*10,300*

Taxing Unit	Tax Billed	Tax without Abatement	Abated Taxes
County & Community College	46.22	92.49	46.27
Intermediate School Dist	19.35	38.71	19.36
City	57.03	114.08	57.05
Muskegon Public Schools Oper	92.70	185.40	92.70
Muskegon Public Schools Debt	36.05	72.10	36.05
Hackley Library	12.36	24.72	12.36
State Education	61.80	61.80	0.00
Administration Fee	2.67	4.75	2.08
Total	328.18	594.05	265.87

2005 year difference between the industrial facilities tax which company has/will pay and the total property taxes to the relevant taxing units it would have had to pay: $265.87

City of Muskegon
Remedy on Default of Contract for Tax Abatement - Competitive Edge Wood Specialties

For 2006 Property Tax Bills

Property Assessed to: Competitive Edge Wood Specialties
711 E Savidge St
Spring Lake, MI 49456

Parcel No.	*Property Class*	*Taxable Value*
61-24-980-099-0053-00	*IFT - Real*	*10,200*

Taxing Unit	Tax Billed	Tax without Abatement	Abated Taxes
County & Community College	45.67	91.39	45.72
Intermediate School Dist	19.16	38.33	19.17
City	56.47	112.95	56.48
Muskegon Public Schools Oper	91.80	183.60	91.80
Muskegon Public Schools Debt	35.70	71.40	35.70
Hackley Library	12.24	24.48	12.24
State Education	61.20	61.20	0.00
Administration Fee	2.65	4.70	2.05
Total	324.89	588.05	263.16

2006 year difference between the industrial facilities tax which company has/will pay and the total property taxes to the relevant taxing units it would have had to pay: $263.16

Date: February 13, 2007

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Public Hearing
Create a Special Assessment District for:
CRESTON ST., EVANSTON AVE.. TO LAKETON AVE.

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment for **Creston St., Evanston Ave. to Laketon Ave.**, 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

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. 2007-16(c)

Resolution At First Hearing Creating Special Assessment District
For **CRESTON ST., EVANSTON AVE. TO LAKETON AVE.**
Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 13, 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 13, 2007,** there were 13.07 % 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 Carter and Wierengo

and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately 10.09**%** 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 Spataro, Warmington, Wierengo, Carter, Davis, Gawron, and Shepherd

Nays None

CITY OF MUSKEGON

By _____
Ann Marie Becker, City Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 13, 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, City Clerk

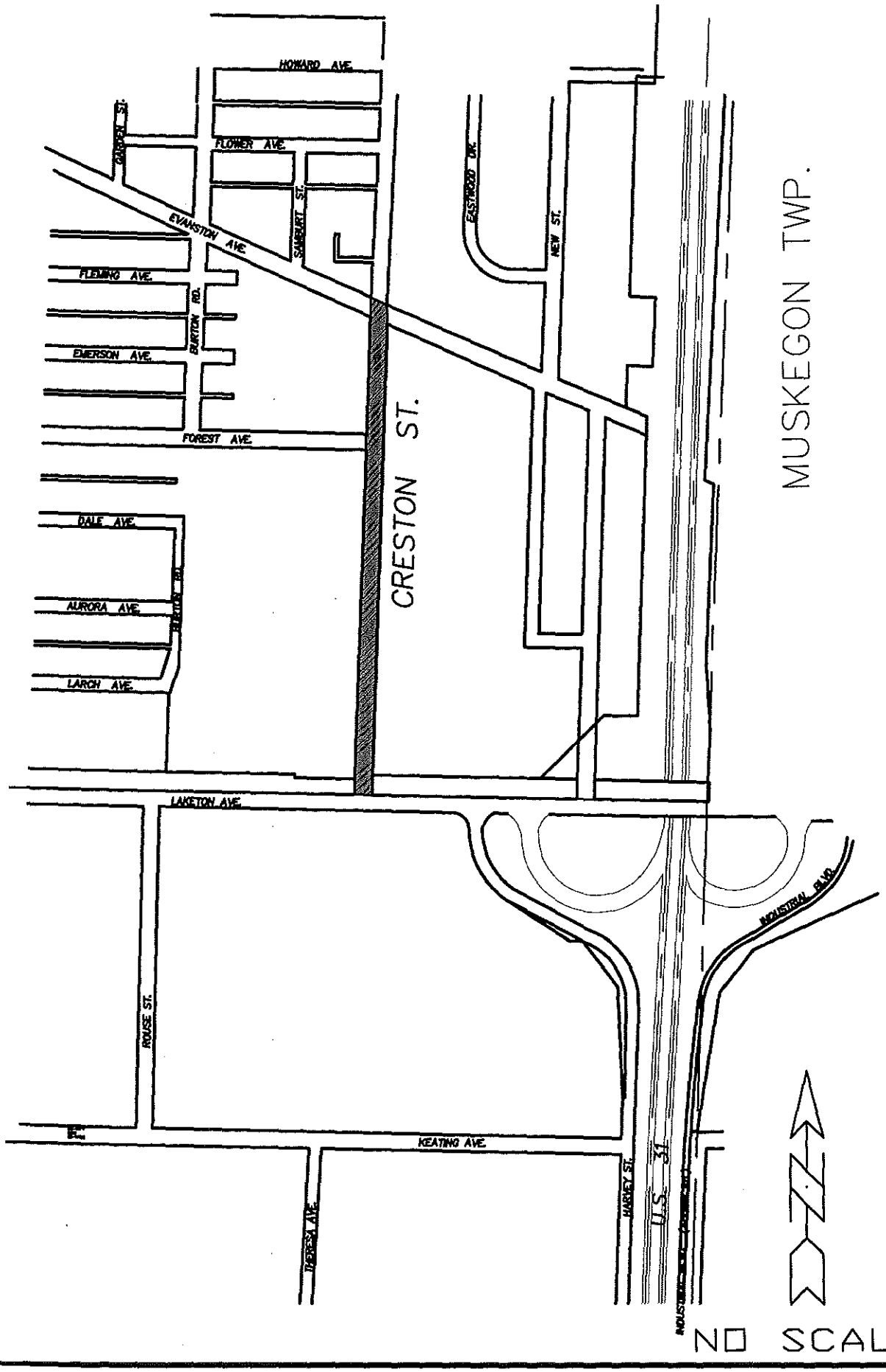
EXHIBIT A

CRESTON ST., EVANSTON AVE.. TO LAKETON AVE.

SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of CRESTON ST., FROM EVANSTON AVE. TO LAKETON AVE.

EXHIBIT "A" SPECIAL ASSESSMENT DISTRICT



CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
SPECIAL ASSESSMENT DISTRICTS

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

CRESTON ST., LAKETON AVE. TO EVANSTON AVE.
AND
PARK ST., HACKLEY AVE. TO YOUNG AVE.

The specific locations of the special assessment districts and the properties proposed to be assessed are:

All parcels abutting Creston St., from Laketon Ave. to Evanston Ave.

And
All Parcels Abutting the Westerly side of Park St., from Hackley Ave. to Young Ave.

The City Commission proposes that the City and property owners by means of special assessments 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 13, 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 3, 2007** Linda Potter, Acting 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:

Linda Potter, Acting City Clerk
933 Terrace Street, Muskegon, MI 49440
(231) 724-6705 or TDD (231) 724-6773

January 25, 2007

Mohammed Al-Shatel, City Engineer
City of Muskegon
933 Terrace Street
Muskegon, MI 49443

Mr. Al-Shatel:

In accordance with your request, I have examined the proposed special assessment district entailing milling & resurfacing of Creston Street between Evanston Avenue and Laketon Avenue. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date is January 25, 2007.

In conclusion, it is my opinion that the special assessment amounts justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. As previously presented, the proposed special assessment district encompasses primarily residential properties. The front foot rate of $17.15 for the reconstruction of the above mentioned project area appears reasonable in light of an analysis that indicates a possible enhancement of $18.39. The conclusions are based upon the data presented within this limited analysis in restricted format, and on supporting information in my files.

Sincerely,

Dennis W. Burns, CMAE 3

Assessment Administration Supervisor

February 3, 2006

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 13, 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 3, 2006

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:

CRESTON STREET, EVANSTON AVE. TO LAKETON AVE.

The proposed special assessment district will be located as follows:

All parcels abutting Creston St. from Evanston Ave. to Laketon Ave.

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 13, 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 $300,000.00 of which approximately 10.09% ($30,254.66) 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 Payment Options

Property owners in the City of Muskegon who are being specially assessed for street, sidewalk or other public improvements may pay their assessment in the following ways:

I. Lump Sum Payment in Full

Assessments may be paid in full within sixty (60) days of the confirmation of the special assessment roll *without interest.*

II. Installment Payments

Assessments not paid within the first sixty (60) days may be paid in installments over several years as follows:

Street and Alley Assessments – Ten (10) years equal annual principal payments. For example, if the amount of your assessment is $850.00, you will be billed $85.00 per year plus applicable interest as described below.

Driveway, Sidewalk, and Approach Assessments - Ten (10) years equal annual principal payments plus applicable interest as described below.

Interest – Simple interest is charged at the rate of 5.00% per year *unless* the City has borrowed money to complete the project for which you are assessed and has pledged you assessments for repayment of the borrowed money. In such cases, the interest you are charged is equal to the interest rate the City must pay on the borrowed money plus 1.00%.

III. Special Assessment Deferral (Low Income Seniors and Disabled Persons)

To qualify for a special assessment deferral you or your spouse (if jointly owned) must:

- Be 65 years or older or be totally or permanently disabled.
- Have been a Michigan resident for five (5) years or more and have owned and occupied the homestead being assessed for five (5) years or more.
- Be a citizen of the U.S.
- Have a total household income not in excess of $16,823.00
- Have a special assessment of $300.00 or more.

Under this program the State of Michigan will pay the entire balance owing of the special assessment, including delinquent, current, and further installments. At the time of payment a lien will be recorded on your property in favor of the State of Michigan. Repayment to the State must be made at the time the property is sold or transferred or after the death of the owner(s). During the time the special assessment is deferred interest is accrued at the rate of 6.00% per year.

IV. Further Information About the Above Programs

Further information about any of the above payment options may be obtained by calling either the***City Assessor's Office*** **at 724-6708** or **the *City Treasurer's Office* at 724-6720.** *Applications may be obtained at the Muskegon County Equalization Office in the Muskegon County building or City of Muskegon Assessor's Office in City Hall.*

V. Additional Special Assessment Payment Assistance

Qualified low and moderate income homeowners who are being assessed may be eligible for payment assistance through the City of Muskegon Community Development Block Grant (CDBG) Program. Assistance from this program will be available to the extent that funds are available. To obtain further information and determine whether you are eligible, contact the ***Community and Neighborhood Services Department*** **at 724-6717**.

CITY OF MUSKEGON
CRESTON STREET, EVANSTON AVE. TO LAKETON AVE. H 1622
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 trueand 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
CRESTON ST., EVANSTON AVE. TO LAKETON AVE. H 1622
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 will not be reimbursed.

SPECIAL ASSESSMENT

HEARING RESPONSE CARD

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

Return This Card By FEBRUARY 13, 2007

Project Title: CRESTON STREET, EVANSTON AVE. TO LAKETON AVE.

Project Description MILLING & RESURFACING

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:	62.5	Feet
Estimated Front Foot Cost:	$17.15	per Foot
ESTIMATED TOTAL COST	**$1,071.88**	

Property Description

CITY OF MUSKEGON SEC 28 T10N R16W PART OF NW 1/4 OF SE 1/4 COM AT INTERSECTION OF S LINE EVANSTON AND W LINE CRESTON ST TH S 125 FT TH W 60 FT TH N TO S LINE EVANSTON AVE TH SELY TO BEG

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

SPECIAL ASSESSMENT H 1622

MILLING & RESURFACING HEARING DATE FEBRUARY 13, 2007

CRESTON STREET, EVANSTON AVE. TO LAKETON AVE.

1	WATTS JOHN N			ASSESSABLE FEET:	62.5
24-128-400-0012-00	1393 EVANSTON AVE			COST PER FOOT:	$17.15
@ 1393 EVANSTON AVE	MUSKEGON	MI	49442	ESTIMATED P.O. COST:	$1,071.88
2	ESCHMAN RICHARD A SR			ASSESSABLE FEET:	86.56
24-495-000-0001-00	1555 CRESTON ST			COST PER FOOT:	$17.15
@ 1555 CRESTON ST	MUSKEGON	MI	49442	ESTIMATED P.O. COST:	$1,484.50
3	ZANDSTRA JOHN H			ASSESSABLE FEET:	85
24-495-000-0002-00	1575 CRESTON ST			COST PER FOOT:	$17.15
@ 1575 CRESTON ST	MUSKEGON	MI	49442	ESTIMATED P.O. COST:	$1,457.75
4	HICKS THERESA L			ASSESSABLE FEET:	68
24-495-000-0003-00	1392 E FOREST AVE			COST PER FOOT:	$17.15
@ 1392 E FOREST AVE	MUSKEGON	MI	49442	ESTIMATED P.O. COST:	$1,166.20
5	CITY OF MUSKEGON			ASSESSABLE FEET:	746
24-128-400-0020-00	933 TERRACE ST			COST PER FOOT:	$17.15
@ 1345 E FOREST AVE	MUSKEGON	MI	49443	ESTIMATED P.O. COST:	$12,793.90
6	LAKETON EAST LLC			ASSESSABLE FEET:	100
24-128-400-0017-10	1960 S ROBERTS ST			COST PER FOOT:	$17.15
@ CRESTON AVE	MUSKEGON	MI	49442	ESTIMATED P.O. COST:	$1,715.00
7	MUSKY CHECKERS LLC			ASSESSABLE FEET:	300.06
24-128-400-0017-00	15915 VENTURA BLVD PENTHO			COST PER FOOT:	$17.15
@ 1785 CRESTON ST	ENCINO	CA	91436	ESTIMATED P.O. COST:	$5,146.03

MILLING & RESURFACING HEARING DATE FEBRUARY 13, 2007

CRESTON STREET, EVANSTON AVE. TO LAKETON AVE.

8	CITY OF MUSKEGON		ASSESSABLE FEET:	250
24-128-400-0019-00	933 TERRACE ST		COST PER FOOT:	$17.15
@ 1690 CRESTON ST	MUSKEGON	MI 49443	ESTIMATED P.O. COST:	$4,287.50

9	MICHIGAN SHORE RAILROAD IN		ASSESSABLE FEET:	10
24-128-400-0018-00	400 W 15TH ST SUITE 1700		COST PER FOOT:	$17.15
@ 1390 CRESTON ST	AUSTIN	TX 78701-164	ESTIMATED P.O. COST:	$171.50

10	MICHIGAN SHORE RAILROAD IN		ASSESSABLE FEET:	56
24-128-400-9991-00	400 W 15TH ST SUITE 1700		COST PER FOOT:	$17.15
@ 1350 E LAKETON AVE	AUSTIN	TX 78701-164	ESTIMATED P.O. COST:	$960.40

SUM OF ASSESSABLE FOOTAGE	1764.12	**SUM OF ESTIMATED P.O. COST:**	$30,254.66
TOTAL NUMBER OF ASSESSABLE PARCELS	10.00		

SPECIAL ASSESSMENT

HEARING RESPONSE CARD

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

Return This Card By FEBRUARY 13, 2007

Project Title: CRESTON STREET, EVANSTON AVE. TO LAKETON AVE.

Project Description MILLING & RESURFACING

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:	1393 EVANSTON AVE	
Parcel Number	24-128-400-0012-00	
Assessable Frontage:	62.5	Feet
Estimated Front Foot Cost:	$17.15	per Foot
ESTIMATED TOTAL COST	**$1,071.88**	

RECEIVED
FEB 07 2007
City Clerks Office

Property Description

CITY OF MUSKEGON SEC 28 T10N R16W PART OF NW 1/4 OF SE 1/4 COM AT INTERSECTION OF S LINE EVANSTON AND W LINE CRESTON ST TH S 125 FT TH W 60 FT TH N TO S LINE EVANSTON AVE TH SELY TO BEG

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	John N. WATTS	CoOwner/Spouse	Rhoda J. Watts
Signature	John N. Watts	Signature	Rhoda J. Watts
Address	1393 Evanston ave	Address	1393 Evanston Ave.

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

SPECIAL ASSESSMENT

HEARING RESPONSE CARD

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

Return This Card By FEBRUARY 13, 2007

Project Title: CRESTON STREET, EVANSTON AVE. TO LAKETON AVE.

Project Description MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address:	1392 E FOREST AVE	
Parcel Number	24-495-000-0003-00	
Assessable Frontage:	68	Feet
Estimated Front Foot Cost:	$17.15	per Foot
ESTIMATED TOTAL COST	**$1,166.20**	

RECEIVED
FEB 07 2007
City Clerks Office

Property Description

CITY OF MUSKEGON JOYCELYN FIELDS LOT 3

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 Theresa L. Hicks CoOwner/Spouse _____

Signature Theresa L. Hicks Signature _____

Address 1392 E. Forest Ave. Address _____

Thank you for taking the time to vote on this important issue. HICKS THERESA L 4

SPECIAL ASSESSMENT

HEARING RESPONSE CARD

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

Return This Card By FEBRUARY 13, 2007

Project Title: CRESTON STREET, EVANSTON AVE. TO LAKETON AVE.

Project Description MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address:	CRESTON AVE	
Parcel Number	24-128-400-0017-10	
Assessable Frontage:	100	Feet
Estimated Front Foot Cost:	$17.15	per Foot
ESTIMATED TOTAL COST	**$1,715.00**	

RECEIVED
FEB 12 2007
City Clerks Office

Property Description

CITY OF MUSKEGON SW 1/4 OF SE 1/4 SEC 28 T10N R16W E 258 FT OF N 400 FT OF S 466 FT EXC E 145.5 FT OF S 300 FT TH'OF EXC E 33 FT TH'OF SUBJ TO AN ESMT FOR INGRESS/EGRESS/DRAIN & DRIVEWAY L/P3622 752

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	LAKETON EAST L.L.C.	CoOwner/Spouse	
Signature	Charles Martin (MEMBER)	Signature	
Address	PP# 24-128-400-0017-10 1960 ROBERTS ST	Address	

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

H-1622 CRESTON ST., EVANSTON AVE. TO LAKETON AVE.

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

	FEET	PERCENTAGE
TOTAL ASSESSABLE FRONT FOOTAGE	1764.12 ***	
FRONT FEET OPPOSED	230.50	13.07%
RESPONDING FRONT FEET IN FAVOR	0.00	0.00%
NOT RESPONDING - FRONT FEET IN FAVOR	1533.62	86.93%
TOTAL FRONT FEET IN FAVOR	1533.62	86.93%

TOTAL NUMBER OF PARCELS - 10

FOR					OPPOSE				
LETTER#	ST#	ST NAME	PARCEL#	FEET	LETTER#	ST#	ST NAME	PARCEL#	FEET
					6	0	CRESTON	24-128-400-0017-10	100.00
					4	1392	E FOREST	24-495-000-0003-00	68.00
					1	1393	EVANSTON	24-128-400-0012-00	62.50
TOTALS				0.00					230.50

SPECIAL ASSESSMENT

H 1622

MILLING & RESURFACING HEARING DATE FEBRUARY 13, 2007

CRESTON STREET, EVANSTON AVE. TO LAKETON AVE.

No 1	WATTS JOHN N	ASSESSABLE FEET:	62.5
24-128-400-0012-00	1393 EVANSTON AVE	COST PER FOOT:	$17.15
@ 1393 EVANSTON AVE	MUSKEGON MI 49442	ESTIMATED P.O. COST:	$1,071.88
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24-495-000-0001-00	1555 CRESTON ST	COST PER FOOT:	$17.15
@ 1555 CRESTON ST	MUSKEGON MI 49442	ESTIMATED P.O. COST:	$1,484.50
3	ZANDSTRA JOHN H	ASSESSABLE FEET:	85
24-495-000-0002-00	1575 CRESTON ST	COST PER FOOT:	$17.15
@ 1575 CRESTON ST	MUSKEGON MI 49442	ESTIMATED P.O. COST:	$1,457.75
No 4	HICKS THERESA L	ASSESSABLE FEET:	68
24-495-000-0003-00	1392 E FOREST AVE	COST PER FOOT:	$17.15
@ 1392 E FOREST AVE	MUSKEGON MI 49442	ESTIMATED P.O. COST:	$1,166.20
5	CITY OF MUSKEGON	ASSESSABLE FEET:	746
24-128-400-0020-00	933 TERRACE ST	COST PER FOOT:	$17.15
@ 1345 E FOREST AVE	MUSKEGON MI 49443	ESTIMATED P.O. COST:	$12,793.90
No 6	LAKETON EAST LLC	ASSESSABLE FEET:	100
24-128-400-0017-10	1960 S ROBERTS ST	COST PER FOOT:	$17.15
@ CRESTON AVE	MUSKEGON MI 49442	ESTIMATED P.O. COST:	$1,715.00
7	MUSKY CHECKERS LLC	ASSESSABLE FEET:	300.06
24-128-400-0017-00	15915 VENTURA BLVD PENTHO	COST PER FOOT:	$17.15
@ 1785 CRESTON ST	ENCINO CA 91436	ESTIMATED P.O. COST:	$5,146.03

MILLING & RESURFACING HEARING DATE FEBRUARY 13, 2007

CRESTON STREET, EVANSTON AVE. TO LAKETON AVE.

8	CITY OF MUSKEGON	ASSESSABLE FEET:	250
24-128-400-0019-00	933 TERRACE ST	COST PER FOOT:	$17.15
@ 1690 CRESTON ST	MUSKEGON MI 49443	ESTIMATED P.O. COST:	$4,287.50

9	MICHIGAN SHORE RAILROAD IN	ASSESSABLE FEET:	10
24-128-400-0018-00	400 W 15TH ST SUITE 1700	COST PER FOOT:	$17.15
@ 1390 CRESTON ST	AUSTIN TX 78701-164	ESTIMATED P.O. COST:	$171.50

10	MICHIGAN SHORE RAILROAD IN	ASSESSABLE FEET:	56
24-128-400-9991-00	400 W 15TH ST SUITE 1700	COST PER FOOT:	$17.15
@ 1350 E LAKETON AVE	AUSTIN TX 78701-164	ESTIMATED P.O. COST:	$960.40

SUM OF ASSESSABLE FOOTAGE:	1764.12	**SUM OF ESTIMATED P.O. COST:**	$30,254.66
TOTAL NUMBER OF ASSESSABLE PARCELS	10.00		

Date: February 13, 2007

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Public Hearing
Create a Special Assessment District for:
PARK ST., HACKLEY AVE. TO YOUNG AVE.

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment for **Park St., Hackley Ave. to Young Ave.**, 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

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. 2007-16(d)

Resolution At First Hearing Creating Special Assessment District
For **Westerly side of PARK ST., HACKLEY AVE. TO YOUNG AVE.**
Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 13, 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 13, 2007,** there were 0.00% 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 Spataro and Gawron

and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **12.67%** 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 Warmington, Wierengo, Carter, Davis, Gawron, Shepherd, and Spataro

Nays None

CITY OF MUSKEGON

By _____
Ann Marie Becker, City Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 13, 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, City Clerk

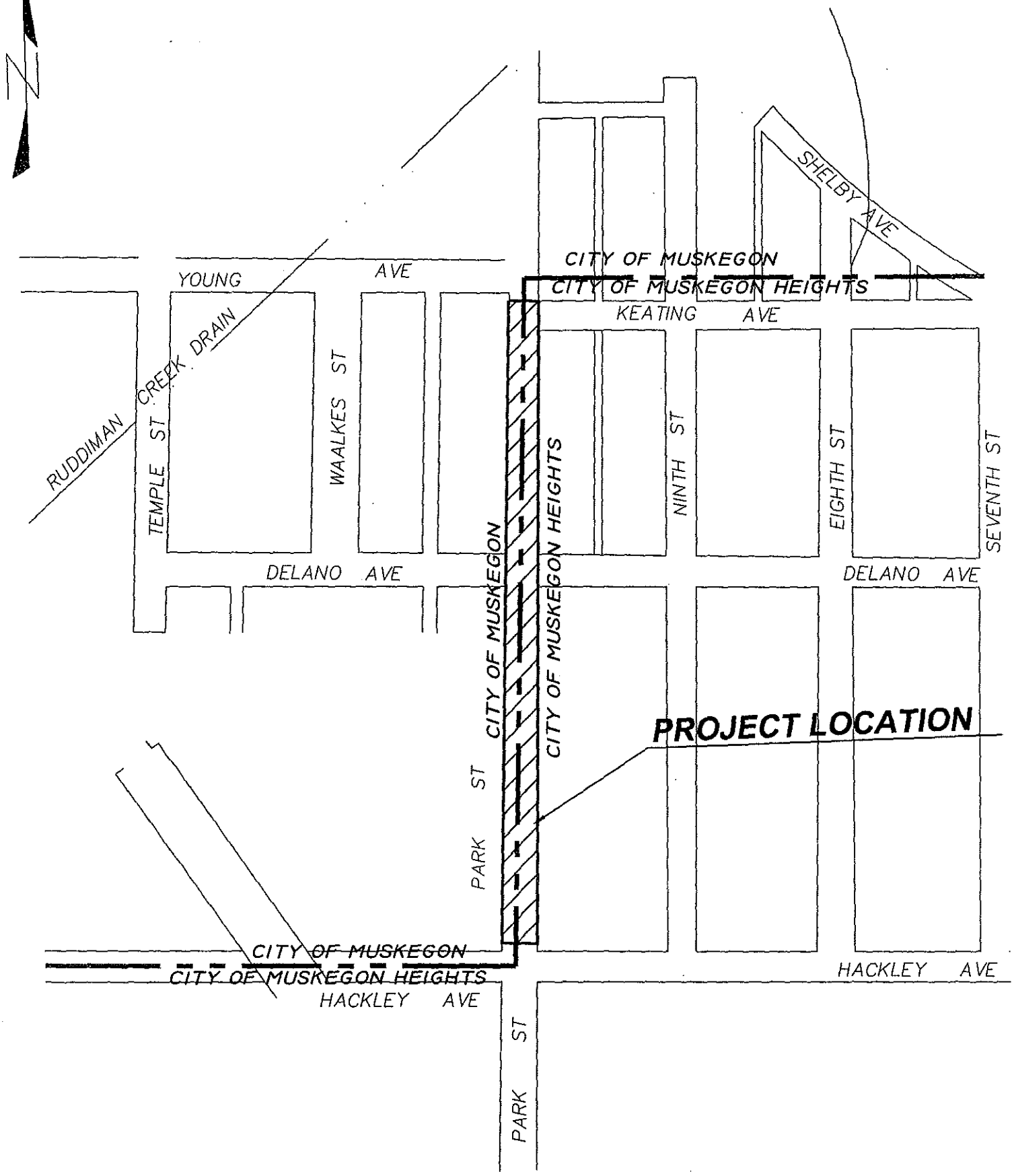
EXHIBIT A

PARK ST., HACKLEY AVE. TO YOUNG AVE.

SPECIAL ASSESSMENT DISTRICT

All properties abutting the Westerly side of PARK ST., FROM HACKLEY AVE. TO YOUNG AVE.

EXHBIT "A"
PARK STREET



AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

Park Street, Hackley Ave. to Young Ave.

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 2nd DAY OF FEBRUARY, 2007.

Ann Marie Becker
ANN MARIE BECKER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15th DAY OF February, 2007.

Linda Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES 9-25-2007

CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
SPECIAL ASSESSMENT DISTRICTS

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

CRESTON ST., LAKETON AVE. TO EVANSTON AVE.
AND
PARK ST., HACKLEY AVE. TO YOUNG AVE.

The specific locations of the special assessment districts and the properties proposed to be assessed are:

All parcels abutting Creston St., from Laketon Ave. to Evanston Ave.

And
All Parcels Abutting the Westerly side of Park St., from Hackley Ave. to Young Ave.

The City Commission proposes that the City and property owners by means of special assessments 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 13, 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 3, 2007** Linda Potter, Acting 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:

Linda Potter, Acting City Clerk
933 Terrace Street, Muskegon, MI 49440
(231) 724-6705 or TDD (231) 724-6773

ENGINEERING FEASIBILITY STUDY

For

PARK ST., HACKLEY AVE. TO YOUNG AVE.

The reconstruction of this state funded section Park St. between Hackley Ave. & Young Ave., see attached exhibit for location, was initiated by the City due to the conditions of the pavement and drainage facilities. The existing pavement has deteriorated to a level where, we believe, a total reconstruction is necessary. This section of road has not had, to the best of our records, any major work since the 60s. The proposed improvements (reconstruction) consist of following;

1. Complete removal of existing pavement and replacement with a new asphalt street section that would include curb & gutter without any changes to the width.
2. Storm sewer replacement (drainage facilities)

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 $265,000 , one half of which is Muskegon Heights' share, with the length of the project being approximately 1245 lineal feet (project length) or 1049.48'of assessable footage. This translates into an estimated improvement cost of $126 per assessable foot against properties within the City limits. The assessment figure will be at a cost not to exceed $32.00 per assessable foot as established in the 2007 Special Assessment Rates for this type of improvement

January 25, 2007

Mohammed Al-Shatel, City Engineer
City of Muskegon
933 Terrace Street
Muskegon, MI 49443

Mr. Al-Shatel:

In accordance with your request, I have examined the proposed special assessment district entailing the reconstruction of the west side of Park Street between Hackley Avenue and Young Avenue. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date is January 25, 2007.

In conclusion, it is my opinion that the special assessment amounts justly and reasonably represents the accrued benefits to the properties encompassed by this project except for parcel number 24-131-100-0019-00. It has been determined this parcel would not significantly benefit from the Park Street project since the primary frontage is on Hackley Avenue. The Park Street frontage is not useable in its present condition and has not been used in many years. For that parcel a reduced benefit was deemed appropriate. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. The proposed special assessment district encompasses primarily industrial properties. The front foot rate of $32.00 for the new construction of the above mentioned project area appears reasonable in light of an analysis that indicates a possible enhancement of $34.26. The conclusions are based upon the data presented within this limited analysis in restricted format, and on supporting information in my files.

Sincerely,

Dennis W. Burns, CMAE 3

Assessment Administration Supervisor

February 3, 2006

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 13, 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 3, 2006

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:

PARK STREET, HACKLEY AVE. TO YOUNG AVE.

The proposed special assessment district will be located as follows:

All parcels abutting West Side of Park St. from Hackley Ave. to Young Ave.

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 13, 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 $265,000.00 of which approximately 12.67% ($33,583.36) 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 Payment Options

Property owners in the City of Muskegon who are being specially assessed for street, sidewalk or other public improvements may pay their assessment in the following ways:

I. Lump Sum Payment in Full

Assessments may be paid in full within sixty (60) days of the confirmation of the special assessment roll *without interest.*

II. Installment Payments

Assessments not paid within the first sixty (60) days may be paid in installments over several years as follows:

> ***Street and Alley Assessments*** – Ten (10) years equal annual principal payments. For example, if the amount of your assessment is $850.00, you will be billed $85.00 per year plus applicable interest as described below.
>
> ***Driveway, Sidewalk, and Approach Assessments*** - Ten (10) years equal annual principal payments plus applicable interest as described below.
>
> ***Interest*** – Simple interest is charged at the rate of 5.00% per year *unless* the City has borrowed money to complete the project for which you are assessed and has pledged you assessments for repayment of the borrowed money. In such cases, the interest you are charged is equal to the interest rate the City must pay on the borrowed money plus 1.00%.

III. Special Assessment Deferral (Low Income Seniors and Disabled Persons)

To qualify for a special assessment deferral you or your spouse (if jointly owned) must:

- Be 65 years or older or be totally or permanently disabled.
- Have been a Michigan resident for five (5) years or more and have owned and occupied the homestead being assessed for five (5) years or more.
- Be a citizen of the U.S.
- Have a total household income not in excess of $16,823.00
- Have a special assessment of $300.00 or more.

Under this program the State of Michigan will pay the entire balance owing of the special assessment, including delinquent, current, and further installments. At the time of payment a lien will be recorded on your property in favor of the State of Michigan. Repayment to the State must be made at the time the property is sold or transferred or after the death of the owner(s). During the time the special assessment is deferred interest is accrued at the rate of 6.00% per year.

IV. Further Information About the Above Programs

Further information about any of the above payment options may be obtained by calling either the***City Assessor's Office*** **at 724-6708** or **the *City Treasurer's Office* at 724-6720.** *Applications may be obtained at the Muskegon County Equalization Office in the Muskegon County building or City of Muskegon Assessor's Office in City Hall.*

V. Additional Special Assessment Payment Assistance

Qualified low and moderate income homeowners who are being assessed may be eligible for payment assistance through the City of Muskegon Community Development Block Grant (CDBG) Program. Assistance from this program will be available to the extent that funds are available. To obtain further information and determine whether you are eligible, contact the ***Community and Neighborhood Services Department*** **at 724-6717**.

CITY OF MUSKEGON
PARK STREET, HACKLEY AVE. TO YOUNG AVE. H 1617
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
PARK ST., HACKLEY AVE. TO YOUNG AVE. H 1617
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 will not be reimbursed.

SPECIAL ASSESSMENT

HEARING RESPONSE CARD

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

Return This Card By FEBRUARY 13, 2007

Project Title: PARK STREET, HACKLEY AVE. TO YOUNG AVE.

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:	249.79	Feet
Estimated Front Foot Cost:	$32.00	per Foot
ESTIMATED TOTAL COST	**$7,993.28**	

Property Description

CITY OF MUSKEGON SEC 31 T10N R16W 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

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 1

SPECIAL ASSESSMENT

H 1617

RECONSTRUCTION HEARING DATE FEBRUARY 13, 2007

PARK STREET, HACKLEY AVE. TO YOUNG AVE.

1	CITY OF MUSKEGON			ASSESSABLE FEET:	249.79
24-895-001-0001-00	933 TERRACE ST			COST PER FOOT:	$32.00
@ WAALKES ST	MUSKEGON	MI	49440	ESTIMATED P.O. COST:	$7,993.28
2	EASTWOOD DEVELOPMENT LL			ASSESSABLE FEET:	250.78
24-895-001-0006-00	2075 PARK ST			COST PER FOOT:	$32.00
@ 2075 PARK ST	MUSKEGON	MI	49442	ESTIMATED P.O. COST:	$8,024.96
3	SCHULTZ TRANSPORT INC			ASSESSABLE FEET:	84.91
24-895-004-0001-00	1559 GETZ RD			COST PER FOOT:	$32.00
@ 421 DELANO AVE	MUSKEGON	MI	49441	ESTIMATED P.O. COST:	$2,717.12
4	BLUEBURY LLC			ASSESSABLE FEET:	189
24-131-100-0019-00	6386 S 56TH AVE			COST PER FOOT:	$32.00
@ 450 W HACKLEY AVE	MONTAGUE	MI	49437	ESTIMATED P.O. COST:	$6,048.00
5	SEAVER PROPERTIES LLC			ASSESSABLE FEET:	275
24-131-100-0020-00	809 TASTENABE LN			COST PER FOOT:	$32.00
@ 418 W HACKLEY AVE	MUSKEGON	MI	49445	ESTIMATED P.O. COST:	$8,800.00

SUM OF ASSESSABLE FOOTAGE 1049.48 **SUM OF ESTIMATED P.O. COST:** $33,583.36

TOTAL NUMBER OF ASSESSABLE PARCELS 5.00

H-1617 PARK ST., HACKLEY AVE. TO YOUNG AVE.

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

	FEET	PERCENTAGE
TOTAL ASSESSABLE FRONT FOOTAGE	1049.48 ***	
FRONT FEET OPPOSED	0.00	0.00%
RESPONDING FRONT FEET IN FAVOR	0.00	0.00%
NOT RESPONDING - FRONT FEET IN FAVOR	1049.48	100.00%
TOTAL FRONT FEET IN FAVOR	1049.48	100.00%

TOTAL NUMBER OF PARCELS - 5

	FOR					OPPOSE				
	LETTER#	ST#	ST NAME	PARCEL#	FEET	LETTER#	ST#	ST NAME	PARCEL#	FEET
TOTALS					0.00					0.00

SPECIAL ASSESSMENT

H 1617

RECONSTRUCTION HEARING DATE FEBRUARY 13, 2007

PARK STREET, HACKLEY AVE. TO YOUNG AVE.

1	CITY OF MUSKEGON			ASSESSABLE FEET:	249.79
24-895-001-0001-00	933 TERRACE ST			COST PER FOOT:	$32.00
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SUM OF ASSESSABLE FOOTAGE: 1049.48 **SUM OF ESTIMATED P.O. COST:** $33,583.36

TOTAL NUMBER OF ASSESSABLE PARCELS 5.00

Date: February 13, 2007

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Management Agreement – Fisherman's Landing

SUMMARY OF REQUEST: Attached is a proposed agreement for management of Fisherman's Landing for the next seven years. Staff has met with Fisherman's Landing representatives on several occasions to work out details of the agreement and to forge a stronger relationship with the group. Key provisions of the new agreement:

- Fisherman's Landing assumes responsibility for grass mowing and peak-season electric costs;
- Fisherman's Landing to provide financial reports and meet periodically with staff;;
- Fisherman's Landing to submit for approval site plan of improvements and campground expansion;
- Facility to move towards self-sufficiency and further relieve city of financial obligations

Staff believes Fisherman's Landing, Inc. is in the best position to manage the facility and oversee it's continued future growth. Both parties recognize the need to improve communications. The agreement also contains a thirty-day termination clause.

FINANCIAL IMPACT: Estimated $10,000 cost savings to city by additional responsibilities being taken on by Fisherman's Landing manager. Goal to make facility completely self-supporting.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: None.

MANAGEMENT AGREEMENT

This Agreement is made this 13th day of February, 2007, by and between the **CITY OF MUSKEGON**, a Michigan municipal corporation, whose offices are located at 933 Terrace Street, Muskegon, Michigan 49443-0536 ("City") and **FISHERMAN'S LANDING, INC.**, a Michigan nonprofit corporation, whose address is 501 E. Western Avenue, Muskegon, Michigan 49440 ("Manager"),

Background

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

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

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

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

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

NOW THEREFORE, IT IS AGREED:

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

(a) Operate the campground facility in an efficient and competent manner for as many hours of the day as are necessary, and collect campground fees from the users. The fees collected shall be accounted for to the City and placed in the fund set forth below in paragraph 1(d). The campground shall be open, at a minimum, from May 15th to September 15th on an annual basis.

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

(c) Maintain the grounds in an acceptable manner, including grass mowing and litter pick-up. Should the Manager's equipment be temporarily

inoperable, City agrees to mow the grounds on a temporary basis, not exceeding fourteen days

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

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

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

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

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

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

(j) Provide to City staff no later than June 30, 2007 a site plan of capital improvements for the site anticipated over the next five years. Said site plan will be submitted to city staff and, if deemed necessary, to the City Planning Commission for formal approval. Once site plan approval is received, it shall not be necessary for Fisherman's Landing, Inc. to seek separate City approval for improvements included in the plan. Fisherman's Landing agrees that, at least annually, it will meet with City staff to review the status and any proposed changes to the site plan.

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

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

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

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

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

(d) Supply 400 permits at no charge. Manager will be supplied additional permits as needed and all revenue from any permits sold after the initial 400 permits shall be split evenly between the Manager and City. City shall receive an itemized listing of all permits sold.

(e) Supply 4 portable bathrooms (1 being handicap-accessible) for Fisherman's Landing.

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

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

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

6. **Term.** Subject to the termination provision of this agreement, it shall commence the 13th day of February, 2007, and terminate the 13th day of February, 2014. The parties may mutually agree to renewals of this agreement, the terms and provisions thereof to be negotiated.

7. **Insurance.** The Manager shall, at its cost, procure and maintain during the term of this agreement the following insurance policies, naming the City as an additional insured, and maintaining policies which provide that the City shall receive at least thirty (30) days notice prior to cancellation:

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

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

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

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

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

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

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

11. **Other Agreements.** Manager and City acknowledge the existing of a Development and Reimbursement Agreement dated _____, 200__, which remains in full force and effect. Nothing in this Agreement is intended to alter the obligations of the parties in the Development and Reimbursement Agreement. Other than the Development and Reimbursement Agreement any other agreements between the parties shall be null and void.

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

CITY - CITY OF MUSKEGON

By _____
Stephen J. Warmington, Mayor

And _____
Ann Becker, MMC, Clerk

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

By _____

Its _____ V.P.

Fisherman's Landing, Inc.

501 East Western Avenue
Muskegon, MI 49440

Phone: (231) 726-6100

February 5, 2007

To Whom It May Concern:

This letter is a request for permission to proceed with expansion plans for Fisherman's Landing Launch and Campground, in accordance with the submitted blueprint.

Fisherman's Landing is a boat launch and campground facility owned by the City of Muskegon, and located on the southeast shore of Muskegon Lake. The "Landing" has been used as a launch ramp since approximately the early 1970's (known at the time as Giddings Street Launch) and eventually expanded to include a 14-site campground. Growth continued through the years, achieving 39 campsites in the mid-1990's, and now includes 54 campsites, plus a group area for up to 20 tents. Sadly, most campers prefer the amenities of water and electricity on their sites and this "rustic" tent area usually sits vacant while dozens of potential campers are turned away.

In 2002, already feeling the pinch from too few campsites, an expansion plan was proposed and designed. The area has since been surveyed and the plan redrawn by Westshore Consulting to best incorporate current sites and roads while expanding to 102 usable campsites; most will be usable by either tents or trailers. With the completion of the new restroom in 2005, it's now time to proceed with the expansion project.

As managers of Fisherman's Landing, we respectfully request that the City grant approval for us to proceed according to the submitted blueprint. We look forward to showing both campers and boaters what a jewel we have here in Muskegon and, with your approval, this will happen.

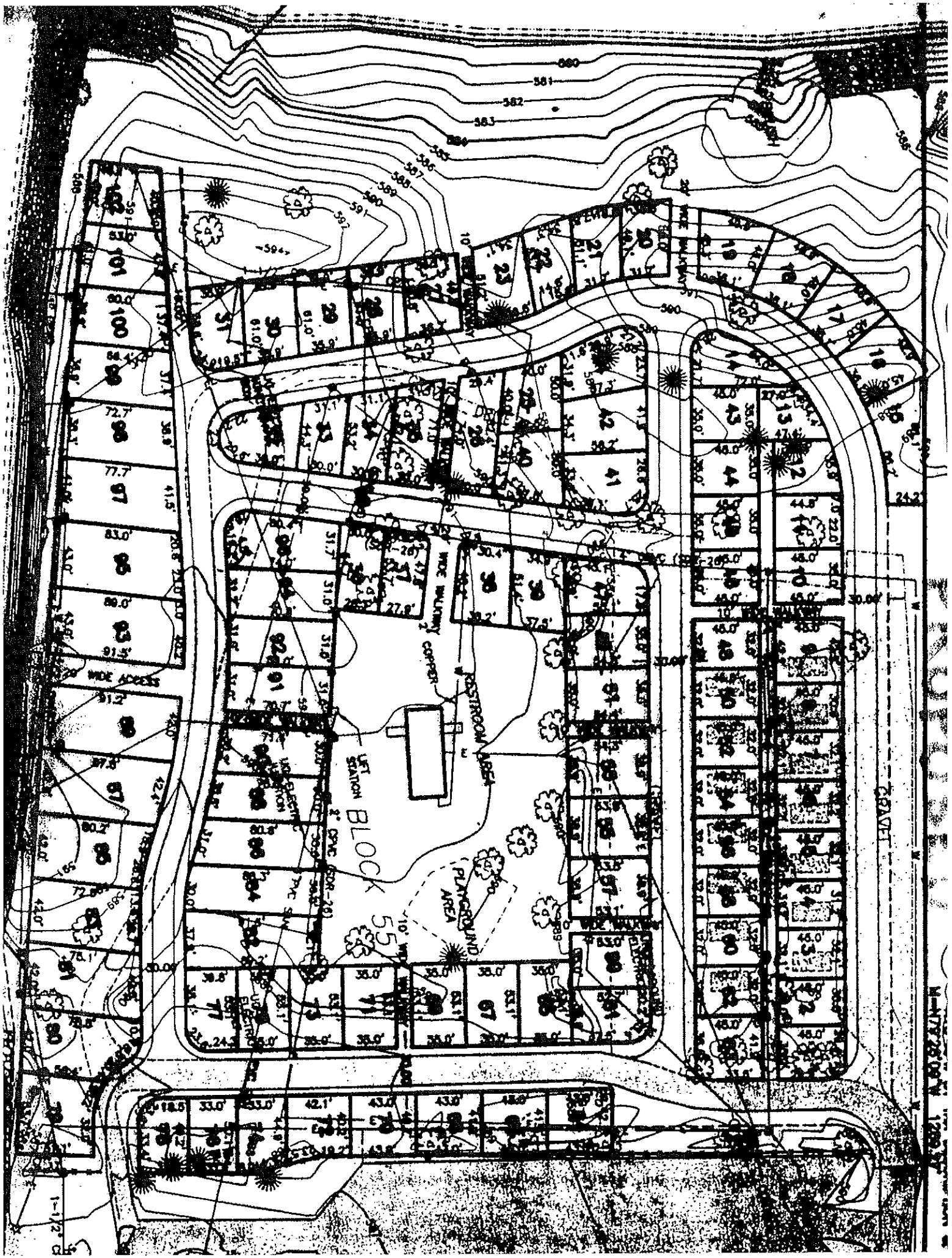
Sincerely,

Donald J. Hawkins

Debra L. Hawkins

Don & Deb Hawkins
1093 Esther Avenue
Muskegon MI 49441

GRAVEL DRIVE
ASPHALT
BLOCK 5
RESTROOM AREA
LIFT STATION
PLAYGROUND AREA
GRAVEL
GRAVEL
UNDERGROUND ELECTRIC
UG ELECTRIC VAULT
2" COPPER
4" CMC (SCR-26)
CAMPGROUND


BLOCK 55
PLAYGROUND AREA
LIFT STATION
WIDE WALKWAY
WIDE ACCESS
COPPER
POSTBOX AREA
GRAVEL

Fisherman's Landing, Inc.

501 East Western Avenue
Muskegon, MI 49440

Phone: (231) 726-6100

February 6, 2007

To Whom It May Concern:

This letter is a request for resolution that the channel from Muskegon Lake into Fisherman's Landing Launch & Campground be designated as a "No Wake Zone" and that it be posted and enforced accordingly.

Fisherman's Landing experiences several instances each year that cause physical damage to docks, shoreline, boats and equipment. Damages have included broken downriggers, bow rails and dock damage, and even one instance where a child was nearly thrown from the dock by a boater blasting through the channel at full throttle. On investigation, most boaters claim they were unaware of common boating courtesy that declares channels to be no wake zones and had not seen any signs stating such.

Though both sides of this channel have always been posted as no wake zones, Gary Berdinski, in charge of Muskegon's Marine Patrol, states that boaters tend not to see signs on shore, and recommends that "No Wake Zone" buoys be placed into the channel itself. According to the DNR, which has sole authority to allow placement of such buoys in the waterway, this is a simple thing to request and implement, but requires a resolution that it is the City's intent that the Fisherman's Landing channel be treated as a "No Wake Zone."

As managers of Fisherman's Landing, we request that the City implement a resolution designating the Fisherman's Landing channel as a "No Wake Zone," both to protect City and guest property, and to avoid accidents which could cause serious personal injury to patrons.

Sincerely,

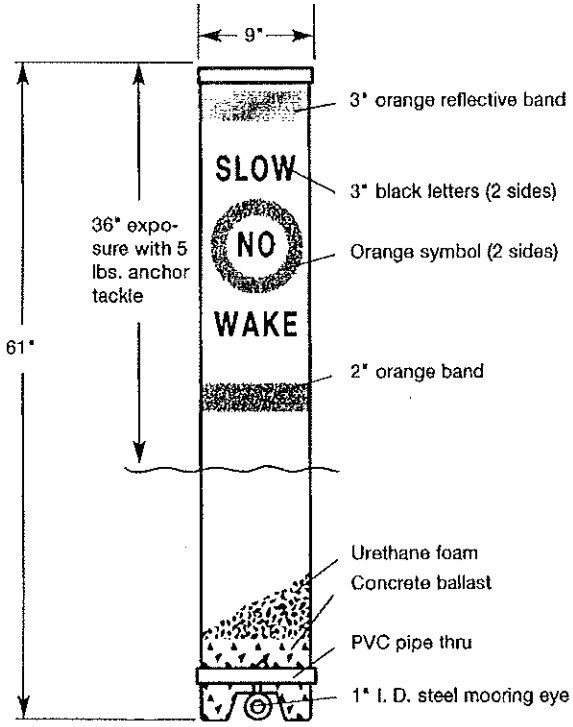
Donald J. Hawkins

Debra L. Hawkins

Don & Deb Hawkins

Regulatory Buoys • X-Tra Heavy Duty

Super-tough regulatory buoy. Designed for problem areas where buoys are subject to abuse and vandalism.



When ordering, specify symbols and messages desired (see bottom of page 1).

Submerged buoyancy	84 lbs.
Net weight	49 lbs.
Shipping weight	56 lbs.

Refer to installation suggestions on page 21.
NOTE: Special procedures must be followed when reconditioning HDPE type buoys.
See warranty information on inside back cover.
*HDPE = High-Density Polyethylene

HDPE* Type – 9" Dia.

Model B961R

Features

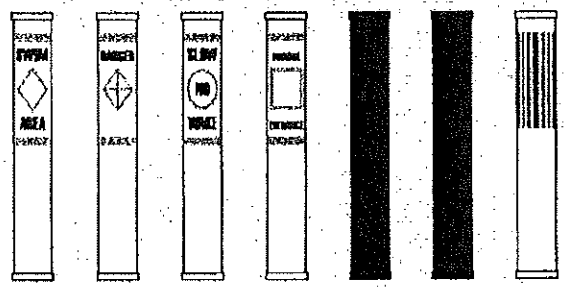
- 9" dia. white super-tough HDPE shell. Ultraviolet inhibited.
- Shatter-proof — will not crack, chip, peel or rust.
- Completely urethane foam filled. Virtually unsinkable.
- 3"-wide reflective band at top provides excellent night visibility.
- Self-righting without tackle.
- Recessed cap allows buoy to stand upright.
- Heavy steel galvanized anchoring eye cast in an internal concrete ballast.
- Inland waterway marking symbols with standard messages included.
- Includes choice of standard symbols and messages.

Available Options

- Pickup eye built into top.
- Stainless steel anchoring eye for salt water applications.
- Agency or name identification.
- Special non-standard messages.
- Solar light (see page 11).

EDUCATIONAL BUOYS • MINIATURE REPLICAS

Non-functional–for educational use only.



Model B2510ES

- 2½" dia. x 10" identical replicas of Rolyan® regulatory buoys showing standard inland waterway symbols and messages. Set of seven buoys includes:
  - Swim Area/No Boats
  - Danger/Hazard
  - Slow No Wake/ No Wake Idle Speed
  - Marina Entrance
  - Red Channel Marker
  - Green Channel Marker
  - Centerline Marker Red & White (Black & White label included)

Date: February 13, 2007

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Engineering Services Agreement for Traffic Signals Upgrade along Laketon Ave. between Creston & Lakeshore Dr.

SUMMARY OF REQUEST:

Authorize staff to enter into an engineering services agreement with Wade Trim Inc. out of Grand Rapids to provide the design, plans and specification to upgrade the traffic signals along Laketon Ave. This upgrade would provide for the conversion to **light-emitting diode** (**LED**) signals that will save a considerable amount of energy usage and also a better progression by installing loop detictors.

Wade Trim is being recommended for three main reasons:

A- we already have a contract with them for two other projects, signal installation at Harvey & Marquette and the conversion of Muskegon & Webstor projects.
B- Their proposed fee of $20,500 is very reasonable
C- To meet a tight schedule set by MDOT's schedule to secure the fedral funds.

FINANCIAL IMPACT:

$8,400 for the design and specifications.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Wade Trim Inc.

COMMITTEE RECOMMENDATION:

WADE TRIM

January 30, 2007

RECEIVED
CITY OF MUSKEGON
FEB 0 1 2007
ENGINEERING DEPARTMENT

City of Muskegon
933 Terrace Street
PO Box 536
Muskegon, MI 49443-0536

Attention: Mr. Mohammed Al-Shatel, PE
City Engineer

Re: REVISED Laketon Avenue Traffic Signal Modernization Plans

Dear Mr. Al-Shatel:

Thank you for the opportunity to submit this proposal to develop traffic signal plans special provisions to modernize nine (9) traffic signals along the Laketon Avenue corridor from Barclay Street to Creston Street. A list of the locations is enclosed. The plans and traffic signal plans and special provisions will be developed to obtain CMAQ funding.

Based on your meeting with Mr. Pat Johnson, we have developed a scope of service and subsequent cost estimate to develop the traffic signal modernization plans for the Laketon Avenue corridor.

For the purposes of the proposal we have made the following assumptions:

- Base Drawings (Survey file) to be provided by the City of Muskegon
- All ten traffic signals to be modernized to retrofit to LED vehicle and pedestrian signals, upgrade to actuated traffic signal controller, add traffic loops.
- Each plan sheet to include an installation plan, a wiring diagram, list of Materials, and utility coordination notes.
- New Timing Permit for each intersection.
- Project to be bid through MDOT with CMAQ funding.
- Preliminary plans to be submitted to City and MDOT by March 20, 2007.
- Wade Trim to attend a GI Meeting with City and MDOT.

We propose to complete the services, as described above, for a not to exceed fee of **$20,500**. Any additional services will be billed at our standard hourly billing rates.

Wade Trim, Inc.
2944 Fuller Avenue, N.E.
Grand Rapids, MI 49505

616.363.8181
800.931.9135
616.363.5656 fax
www.wadetrim.com

If you have any questions regarding the above information, or wish to make changes to the scope of the project, please feel free to contact us at (616) 363-8181. We look forward to hearing from you.

Very truly yours,

Wade Trim, Inc.

Patrick Johnson, PE
Transportation Engineer

Brian E. Bunker, PE
Senior Vice President

PCJ:BEB:lmm
AAA8180.07
R:\letter proposals\transportation\Muskegon, MI\LaketonSignals\TrafficSignalModernizationLaketonREVISED_9_LocationsProposal013007.doc

Enclosure

Laketon Avenue – List of Locations

1. Creston Street
2. Roberts Street
3. Getty Street
4. Wood Street
5. Hoyt Street
6. Sanford Street
7. Peck Street
8. Henry Street
9. Barclay Street

Date: **February 13, 2007**

To: **Honorable Mayor and City Commissioners**

From: **Ann Marie Becker, City Clerk**

RE: **Request to Fly the Irish Flag**

SUMMARY OF REQUEST: The Muskegon Irish American Society is requesting permission to fly the Irish Flag at Hackley Park from Friday, March 16th to celebrate St. Patrick's Day through Friday March 23rd.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Deny the request because there is only one flag staff at Hackley Park which has the American flag on it. Offer the alternative to fly the flag at City Hall as is current practice.

muskegon
irish
american
society

January 15, 2007

Linda Potter, Deputy City Clerk
City of Muskegon
933 Terrace Street
Muskegon MI 49443

Dear Ms. Potter,

The Muskegon Irish American Society is submitting its request to fly the Irish Flag beginning on Friday, March 17, 2006 to celebrate St. Patrick's Day. The Irish population of Muskegon enjoys seeing the flag displayed at such a prominent location during this time of year.

The flag measures 5' X 7' and consists of 3 stripes, green, white and orange.

The officers of the Muskegon Irish American Society are:
President- Kevin Donovan, 1086 Ireland, Muskegon MI 49441
Vice President- Kathleen Marek, 2504 Letart, Muskegon MI 49441
Treasurer- Kevin Donovan, 1086 Ireland, Muskegon MI 49441
Secretary- Jeanne O'Brien, 8985 Lakeshore, West Olive MI 49460
Program Chairperson- Mary Anne Gorman, 3475 Lake Dunes Drive, Muskegon MI 49456

We request that the flag be flown from Friday, March 16th through Friday March 23rd at Hackley Park. As in the past, I can collect the flag from the Engineering Dept.

Our organization is a non-profit social organization.

I am the contact person who will be responsible for the flag's condition and presentation. We would like to gather at approximately 5:15 PM on March 16th to raise the flag. The entire activity takes approximately 10 to 15 minutes. Please inform me if the above request is granted. We appreciate the past cooperation of the City of Muskegon.

Sincerely,

MUSKEGON IRISH AMERICAN

Kevin Donovan
President

1086 Ireland Ave., Muskegon, MI 49441 – voice 231.722.4327
www.muskegonirishamerican.com

(b) The flag should not be draped over the hood, top, sides, or back of a vehicle or of a railroad train or a boat. When the flag is displayed on a motorcar, the staff shall be fixed firmly to the chassis or clamped to the right fender.

(c) No other flag or pennant should be placed above or, if on the same level, to the right of the flag of the United States of America, except during church services conducted by naval chaplains at sea, when the church pennant may be flown above the flag during church services for the personnel of the Navy. No person shall display the flag of the United Nations or any other national or international flag equal, above, or in a position of superior prominence or honor to, or in place of, the flag of the United States at any place within the United States or any Territory or possession thereof: Provided, That nothing in this section shall make unlawful the continuance of the practice heretofore followed of displaying the flag of the United Nations in a position of superior prominence or honor, and other national flags in positions of equal prominence or honor, with that of the flag of the United States at the headquarters of the United Nations.

(d) The flag of the United States of America, when it is displayed with another flag against a wall from crossed staffs, should be on the right, the flag's own right, and its staff should be in front of the staff of the other flag.

(e) The flag of the United States of America should be at the center and at the highest point of the group when a number of flags of States or localities or pennants of societies are grouped and displayed from staffs.

(f) When flags of States, cities, or localities, or pennants of societies are flown on the same halyard with the flag of the United States, the latter should always be at the peak. When the flags are flown from adjacent staffs, the flag of the United States should be hoisted first and lowered last. No such flag or pennant may be placed above the flag of the United States or to the United States flag's right.

(g) When flags of two or more nations are displayed, they are to be flown from separate staffs of the same height. The flags should be of approximately equal size. International usage forbids the display of the flag of one nation above that of another nation in time of peace.

(h) When the flag of the United States is displayed from a staff projecting horizontally or at an angle from the window sill, balcony, or front of a building, the union of the flag should be placed at the peak of the staff unless the flag is at half staff. When the flag is suspended over a sidewalk from a rope extending from a house to a pole at

Doesn't say different or other countries

Fax: Feb 5 2007 04:15pm P002/003

108th Congress, 1st Session H.Doc. 108-97

OUR FLAG

JOINT COMMITTEE ON PRINTING
UNITED STATES CONGRESS

Printed by authority of House Concurrent Resolution 139, 108th Congress

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Fax: Feb 5 2007 04:15pm P003/003

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MUSKEGON

West Michigan's Shoreline City

February 14, 2007

Mr. Kevin Donovan, Pesident
Muskegon Irish American Society
1086 Ireland Avenue
Muskegon, MI 49441

Dear Mr. Donovan:

Your request to fly the Irish Flag at Hackley Park March 16th through March 23rd was denied by the City Commission at their February 13th Commission Meeting. They did offer the alternative to fly the flag at City Hall as has been done in the past. Please let me know if that would work out for you.

Thank you,

Linda Potter

Linda Potter
Deputy Clerk
724-6915

AGENDA ITEM NO. _____

CITY COMMISSION MEETING February 13, 2007

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: February 7, 2007

RE: 2007 – 2008 City Commission Goals

SUMMARY OF REQUEST:
To adopt the 2007 – 2008 City Commission goals.

FINANCIAL IMPACT:
None at this time.

BUDGET ACTION REQUIRED:
None.

STAFF RECOMMENDATION:
To approve the attached Vision, Value and Mission statements and the 2007 – 2008 goals.

COMMITTEE RECOMMENDATION:
The City Commission determined these goals at their annual goal setting session on January 26, 2007.

VISION

MUSKEGON, THE PREMIER SHORELINE CITY OF WEST MICHIGAN.

VALUES

PROVIDE ALL SERVICES IN A PROFESSIONAL, ETHICAL, COURTEOUS, AND COST-EFFECTIVE MANNER.

MISSION

TO IMPROVE THE QUALITY OF LIFE FOR THE CITIZENS OF MUSKEGON THROUGH STEWARDSHIP OF RESOURCES, EXCELLENT SERVICE AND LEADERSHIP FOR THE GREATER COMMUNITY.

- **Take Leadership Responsibility for Improving Race Relations and Diversity.**
- **Foster Opportunities for City Youth.**
- **Promote Economic Stability, diverse Economic Growth, and Redevelopment.**
- **Sustain the Natural, Cultural, and Recreational Resources of the Community.**
- **Foster Strong Ties Among Governments & Community Agencies.**
- **Develop and Maintain City Infrastructure and Facilities.**
- **Maintain and Enhance the Residential Neighborhoods of the City.**

MUSKEGON CITY COMMISSION GOALS

2007-2008

BLIGHT FIGHT (11) – To continue and consider improvements to the coordinated effort of several City departments to address blighting influences throughout the City and in targeted areas. **

REGIONAL COOPERATION (8) – Consider ways to cooperate with other local governments, including schools and the county, to provide the most cost-effective municipal services.

FARMERS MARKET RELOCATION DECISION (7) – Consider the relocation of the farmers market and come to a conclusion in 2007 about whether it will be relocated.

SMARTZONE STRATEGY (6) – Consider ways to spur development at this site. This should include consider taking the remaining unsold properties, per the development agreement between the City and Lakefront, LLC. **

SUSTAINABLE INFRASTRUCTURE (6) – Consider ways to maintain and fund City infrastructure (200 miles of streets, water mains, sanitary sewer mains, storm sewer mains). *

YOUTH RECREATION FACILITIES (3) – Consider sustainability of existing facilities and any proposed facilities through the master planning process. Also analyze the cost and benefit of the existing recreation programs and consider partnerships or contracting with other agencies.

REDUCTION/MODIFICATION OF CITY SERVICES (3) – Look for ways to reduce costs and/or maximize service levels through functional consolidation (internal or external) and reduction or modification of services. *

LAKESHORE PATHWAY (1) – Continue the expansion of the City's trail system, especially linking it to the Musketawa Trail, Heritage Landing, Clara Shepherd Park, and neighborhoods.

MARKETING/PUBLIC RELATIONS (1) – Consider the possibility of funding a position or contracting for marketing and public relations services to better communicate the virtues of the City and enhance the image of the City.

LEED BUILDING POLICY (1) – Consider policy for the construction or renovation of LEED (Leadership in Energy and Environmental Design) certified buildings.

Note: The above is a description of the City Commission goals and is arranged in order of priority. The highest priorities are listed by *.

DATE: February 6, 2007

TO: Honorable Mayor and Commissioners

FROM: Mark Kincaid, Deputy Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-050108

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **487 W. Clay** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-050108 – 487 W. Clay

Location and ownership: This structure is located on W. Clay between Fifth and Sixth Streets and is owned by Victor J. Sieradzki.

Staff Correspondence: A dangerous building inspection was conducted on 08/15/05. The Notice and Order to Repair was issued on 08/23/05. A building permit was issued 09/21/05. On 10/06/05 the HBA tabled case until December 2005 with property owner to complete repairs. Case came back before HBA 12/01/05 and board declared the structure substandard and dangerous.

Owner Contact: Mr. Sieradzki was present for HBA dated 10/06/05 and stated he had gotten a permit and wanted time to speak with his attorney to determine requirements from the City. No inspections were scheduled, the permit expired, and repairs were not completed so case came back before HBA 12/01/05 and board declared the structure substandard and dangerous. Mr. Sieradzki arrived late to the HBA meeting dated 12/01/05 at which time his case had already been presented. A few neighbors were present to speak in behalf of Mr. Sieradzki. Mr. Sieradzki did not request to speak in his behalf. The HDC held two hearings at which time it was decided to concur with findings of HBA and issued a Certificate of Appropriateness dated 02/07/06 granting approval to demolish. A second Certificate of Appropriateness was issued 06/06/06 granting permission to remove small chimney near rear of house.

Financial Impact: General Funds

Budget action required: None

State Equalized value: $30,900

Estimated cost to repair: $25,000 (Exterior Only)

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

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

Tuesday, August 23, 2005

Enforcement # EN050108 **Property Address** 487 W CLAY AVE
Parcel #24-205-324-0001-00 **Owner** SIERADSKI VICTOR J

Inspector: Henry Faltinowski

Date completed: 08/15/2005

DEFICENCIES:

Uncorrected

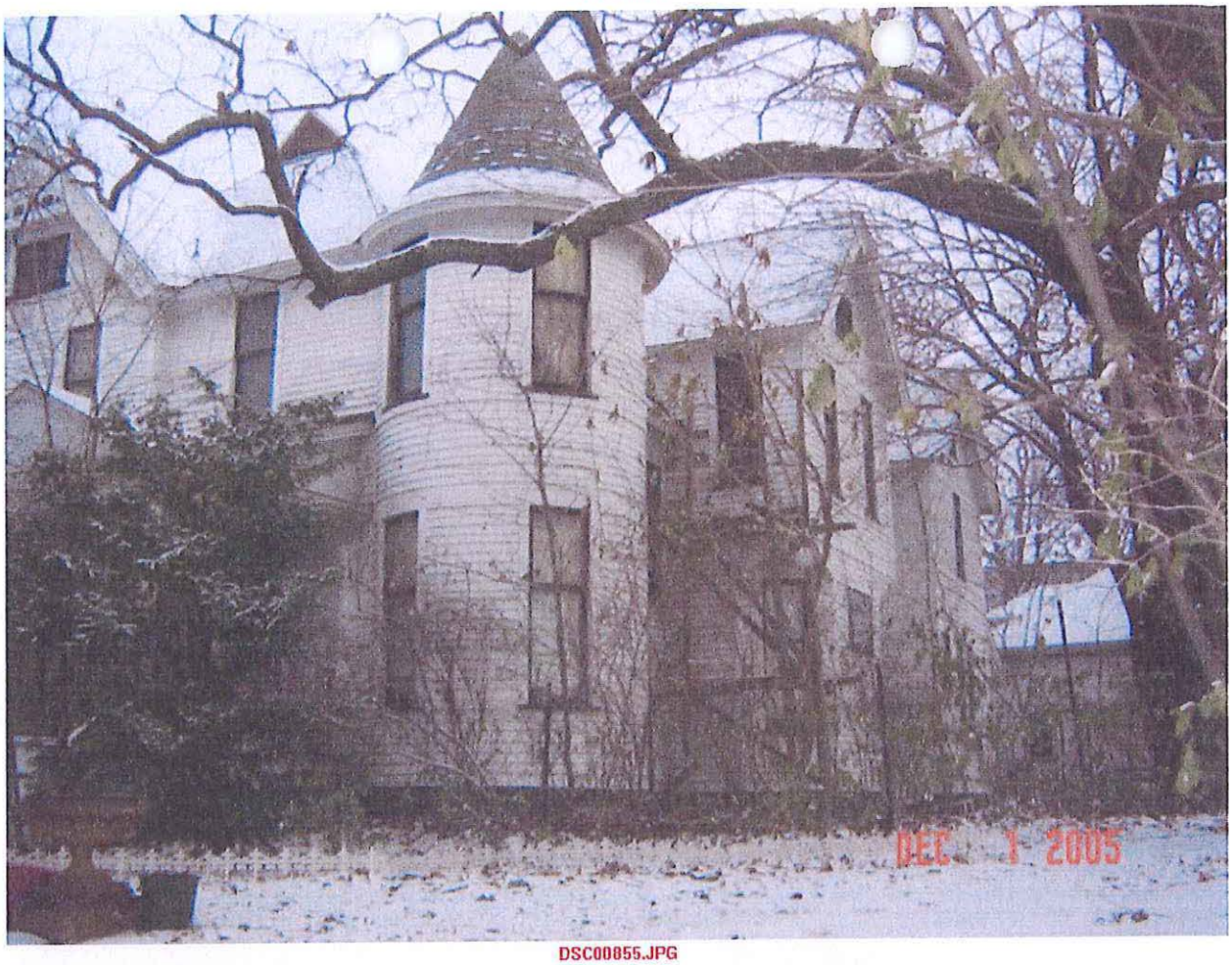
1. **Home has openings exposed to weather elements, windows broken out.**
2. **Attic vents missing.**
3. **Scrape and paint exterior coverings (wall coverings) - deck.**
4. **Chimney missing brick - open mortar joints.**
5. **Repair fascia , soffit damage on roof over hang.**
6. **Replace damaged missing siding.**
7. **Repair damage to side porch, porch sagging.**

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

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

_____ _____

Henry Faltinowski, Building Inspector Date



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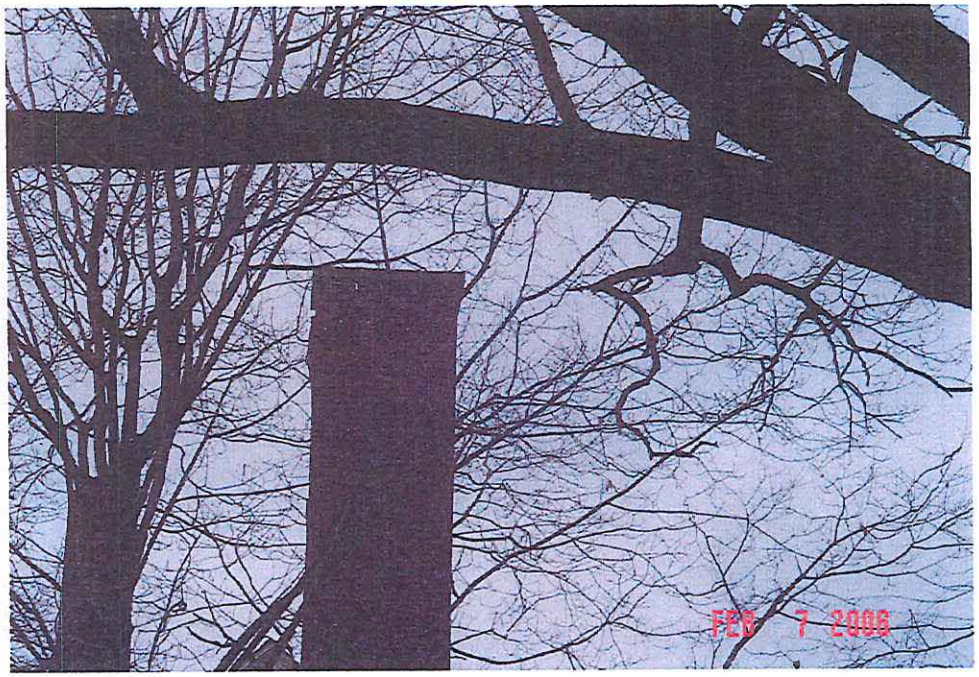
487 W. Clay

JUL 14 2006

JUL 14 2006

FEB 7 2006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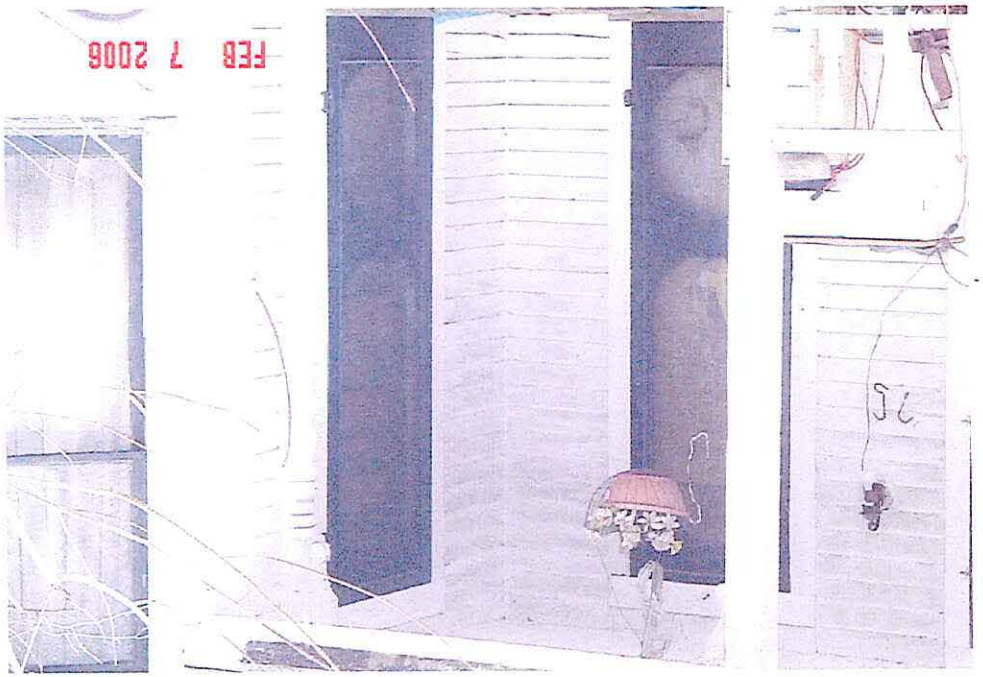
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