

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 12, 2016

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- **CALL TO ORDER:**
- **PRAYER:**
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **HONORS AND AWARDS:**
 - A. Muskegon Catholic Central – 2015 Division 8 State Football Champions
- **INTRODUCTIONS/PRESENTATION:**
- **CITY MANAGER'S REPORT:**
- **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk
 - B. Approval of A Neighborhood Enterprise Zone Certificate Planning and Economic Development
 - C. Sale of a Portion of the Property at 1690 Creston Street Planning and Economic Development
 - D. Operations Management Contract for Kitchen 242 – Pioneer Resources & City of Muskegon Planning & Economic Development
 - E. Lease Agreement Between Envirologic and City of Muskegon Planning and Economic Development
 - F. MDOT - City Amending the Agreement for Muskegon and Webster Engineering
 - G. Approval of 285 West Western Preliminary Expenses City Manager
 - H. Approval of Trades-Services Procurement 2016 Proposals for CNS Community and Neighborhood Services
 - I. Assessing Agreement City Manager
 - J. Liquor License Request – Racquets, 446 Western Avenue Public Safety
 - K. LED Sign at the Farmer's Market Engineering

☐ **PUBLIC HEARINGS:**

A. BID Special Assessment – Resolution Confirming Special Assessment Roll Planning and Economic Development

☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: January 6, 2016

There are a number of important items on the agenda this week. Accordingly, I thought you could use a little background as you prepare for our meeting.

1. Muskegon Catholic's football team will be in to celebrate their 2015 State Football Championship!
2. Under the consent agenda, we are asking the Commission to for approval of the following:
 - a. Last meeting's minutes.
 - b. Approval of a Neighborhood Enterprise Zone Certificate for another home in the Terrace Point development. The owner intends to invest approximately \$400,000 in the construction of the home. This is the fourth certificate requested for the development.
 - c. Approval of the sale of a portion of the city-owned property at 1690 Creston to the neighboring property owner. The property owner intends to expand his manufacturing business onto this property. The purchaser originally agreed to purchase the entire property, but the dispatch authority objected because of the placement of their radio tower. Instead, we are now proposing to sell a portion of the lot to the individual and they will approach the dispatch authority about purchasing the remainder.
 - d. Approval of the operations agreement between Pioneer Resources and the City for the management of Kitchen 242 at the Farmers Market.
 - e. Approval of a lease agreement with Envirologic for space in the current CNS department. Envirologic is the city's environmental contractor for the EPA grant we received in 2015. Allowing them to utilize space in city hall will be beneficial to our relationship.
 - f. Approval of an amendment to the Muskegon/Webster construction agreement with MDOT that will allow us until spring to complete the last few tasks associated with the project.

- g. Approval of certain planning expenses related to the redevelopment of 285 West Western. We are asking for up to \$45,000 to secure the building and prepare an MEDC incentive application to the Michigan Strategic Fund. Items that would need to be updated/completed are architectural drawings and renderings, construction costs, and operation proformas. These are necessary in determining the feasibility of the project going forward.
 - h. Approval of the list of trade providers for CNS projects. This would include general construction contractors, electricians, plumbers, etc.
 - i. Approval of the assessing agreement extension with Muskegon County. The previous agreement was based on our SEV, which has benefited us greatly as our values have dropped. Now that values have stabilized, we are asking for an agreement that simply has a 2.5% inflation factor. The cost to contract assessing services from the county is substantially less than what we would likely pay to operate our own department.
 - j. Approval of a special event liquor license at 446 west Western Ave for the traditional Winterfest event – which has now been renamed Rebel Road Winter Burnout.
 - k. Approval of an expenditure of \$30,000 for the purchase of an LED changeable sign for the farmer's market. This purchase will help with marketing and will be in addition to the \$75,000 marketing grant we were awarded in 2015.
2. Public Hearings:
- a. We are asking the commission to spread the BID assessment roll. The only change from the previous meeting is the reduction in the assessment cap for Class B properties. This cap was reduced from \$3,000 to \$750 after taking input from Class B property owners. We are also asking the Commission to approve the attached promissory note, which will provide the BID with \$45,000 in seed monies from the city to begin providing services immediately (i.e. snow removal from sidewalks).
3. New Business
- NONE

If there are questions on any agenda items, please try to let staff know in advance, and we will be sure to have the appropriate data/research available at the meeting.

Date: January 6, 2016
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the December 7, 2015 Worksession Meeting, the December 8, 2015 City Commission Meeting, December 16, 2015 Special Commission Meeting, and the January 4, 2016 Organizational Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
December 7, 2015
City Commission Chambers
5:30 PM

MINUTES

2015-93

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

Absent: None.

2nd Amendment to Agreement with Muskegon Lakefront, LLC.

Muskegon Lakefront LLC has asked for an extension to the agreement entered into on November 30, 2007. The purpose of the agreement is to provide time for the group to pay the 2013 and 2014 taxes, and to begin marketing the property for other lakefront uses. This amendment will extend the terms of the original agreement to March 31, 2016. In exchange for the amendment, the City will place its outstanding special assessment onto the tax roll immediately, while Muskegon Lakefront LLC will immediately pay the outstanding 2013 property taxes and begin making regular monthly payments on the 2014 property taxes. Muskegon Lakefront LLC will also begin marketing the property for development independent from casino development.

Steve Warmington, representative of Muskegon Lakefront, LLC spoke to the Commission and indicated they are waiting for a letter from the government recognizing them. They anticipate receiving a letter by March 30, 2016.

Discussion ensued.

This item has been placed on the December 8, 2015 meeting for consideration by the Commission.

Proposed Amendment to Purchasing Policy.

Our Purchasing Policy regarding public notices for bids has not been updated in many years. Currently it requires a notice to be published a minimum of ten days prior to a bid opening. This requirement doesn't always allow staff to move in a timely matter.

The modified policy would require the City to place all bid notifications on the City's website and allow any company or individual to sign up to receive notification of new bids by registering on our website. Staff will also be required to notify all bidders who have bid on a similar project within the last two years.

This item has been placed on the December 8, 2015 meeting for consideration by the Commission.

Discussion ensued.

2016 Salary Schedule and Fringe Benefits for Non-Represented Employees.

This is a request to approve and adopt the proposed salary ranges and salary schedules for the non-represented administrative, technical, professional, and supervisory employees for 2016 (\$1,300 in increase per position), and to approve the following fringe benefit changes:

1. An increase in the Health Care Savings Program employer match from 2% of wages to 3% of wages.
2. Increase unused sick time cash payouts at the time of retirement from 50% to 75%.
3. Authorize the reimplementation of the city's tuition reimbursement program at a rate of \$1,000 per year per eligible employee.

The changes will cost approximately \$50,000, plus approximately \$15,000 in added taxes and fringe benefit costs.

This item has been placed on the December 8, 2015 meeting for consideration by the Commission.

Discussion ensued.

Adjournment.

Motion by Commissioner Hood, seconded by Commissioner Johnson to adjourn at 7:07 p.m.

MOTION PASSES

**Ann Marie Meisch, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 8, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, December 8, 2015.

Pastor Tim Cross, Living Word Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Vice Mayor Lawrence Spataro, Commissioners Turnquist, Johnson, Hood, and Rinsema-Sybenga, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Commissioner German

2015-89 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the Minutes of the November 24, 2015 City Commission Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the Minutes.

B. Gaming License Request from the Muskegon Catholic Education Foundation City Clerk

SUMMARY OF REQUEST: The Muskegon Catholic Education Foundation is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a Gaming License.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.

C. Request to Deny & Accept Properties That Did Not Sell During the Tax Sale for 2015 Planning & Economic Development

SUMMARY OF REQUEST: The County of Muskegon held two delinquent tax

auctions during 2015. There were one hundred and six (106) properties left after the last auction. According to the State's tax foreclosure laws, the City must state that they are not interested in obtaining them, otherwise the City will automatically receive ownership of the parcels. From the list that was provided, Planning and Community and Neighborhood services have gone over the parcels to determine which ones to accept.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To deny and accept certain parcels and authorize the Mayor and the Clerk to sign the resolution.

D. 2016 User Fee Update Finance

SUMMARY OF REQUEST: City departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution for your consideration.

The new fees and fee changes that are being proposed include the following:

- Correction to two Cemetery's grave fees that were actually updated in 2015;
- Reactivated the DPW "Replace Employee ID/Access Card" fee and at a lower fee due to lower costs;
- Removed specific times and names of specific parks for Park Building Usage/Rental so that it is applicable to all park buildings;
- Added a new channel picnic shelter rental rate for reservations between April 15 and September 30;
- Numerous miscellaneous modifications to the Farmers Market fees following the second season of operating at the new market location;
- Environmental Services added a new fee for building board-ups requiring 6 or more boards and increased administrative overhead on demolitions from 10% to 15% of costs;
- Fees for rental of Farmers' Market facilities have been added;
- Added new fees for use of Farmers Market Kitchen which opened in 2015;
- Changed the minimum amount charged for Obsolete Property Rehab Filing, IFT Application, and Commercial Rehab Filing fees from \$400 to \$500;
- Added new fee in Planning for IFT/CFT/OPRA/Commercial Rehab District establishment if it is done at a separate meeting from the issuance of the certificate;
- Police Department reduced several fees charged for special liquor licenses and added new classifications to differentiate between special licenses requested by outside city requestors versus in city requestors.

FINANCIAL IMPACT: Revenue generated for fee supported activities.

BUDGET ACTION REQUIRED: None at this time. Adoption of the Master Fee Resolution will help the City attain its budgeted revenue estimates.

STAFF RECOMMENDATION: Approval

E. Local Parking Ordinance Amendments Director of Public Safety

SUMMARY OF REQUEST: During the City's last codification several sections of the parking ordinance were amended. In order to have the City's enforcement ordinances align with State law, some ordinances were moved to different sections of the code. Some noted sections of the ordinance were inadvertently removed during codification while rewriting the municipal code. Staff has worked with the codifications personnel as well as our own City Attorney to draft the needed changes.

As such, Sections 58-3, 92-33, 92-71, 92-73, and 46-204 of the City of Muskegon ordinances have been rewritten to reflect the previously adopted ordinances and updated modifications because of changes to the Uniform Traffic Code and to include the fee schedule for parking, civil violations, boat launch permits, and local parking restrictions.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Adoption of the ordinances and fee schedule as presented.

F. 2016 Salary Schedule and Fringe Benefits for Non-Represented Employees City Manager

SUMMARY OF REQUEST: To approve and adopt the proposed salary ranges and salary schedules for the non-represented administrative, technical, professional, and supervisory employees for 2016 (\$1,300 increase per position), and to approve the following fringe benefit changes:

1. An increase in the Health Care Savings Program employer match from 2% of wages to 3% of wages.
2. Increase unused sick time cash payouts at the time of retirement from 50% to 75%.
3. Authorize the reimplementation of the city's tuition reimbursement program at a rate of \$1,000 per year per eligible employee.

FINANCIAL IMPACT: The changes will cost approximately \$50,000, plus approximately \$15,000 in added taxes and fringe benefit costs.

BUDGET ACTION REQUIRED: To authorize the necessary 2016 budgetary amendments and transfer of money from the affected City funds (Contingency Account for General Fund) to the appropriate salary and fringe benefit accounts to accommodate the salary increases and fringe benefit adjustments.

STAFF RECOMMENDATION: To approve and adopt the proposed salary ranges, salary schedules, and fringe benefit changes for non-represented employees for 2016.

G. SEIU Unit 2 – DPW Contract City Manager

SUMMARY OF REQUEST: SEIU DPW Unit has a wage opener for the 2016 calendar year. In addition to the need to establish wage rates for 2016, both the Union and the City agreed that there was an additional need to reclassify a number of positions to assist with recruitment and retention. The following terms were tentatively agreed to by both parties:

1. 2.5% wage increase effective January 1, 2016
2. A one-time 1% lump sum deposit into the employee Health Care Savings Program
3. Relocation of the Filtration Plant Operator and Civil Engineers to Pay Range 1
4. Relocation of the Water Filtration Maintenance Operator to Pay Range 3
5. Relocation of the Chief Operator to a new Pay Range with a top pay of \$64,000.

FINANCIAL IMPACT: As indicated above.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To thank the members of the SEIU DPW Unit for their hard work and dedication to the citizens of Muskegon, and approve the tentative agreement, and to authorize the Mayor and Clerk to sign the contract.

H. Proposed Amendment to the Purchasing Policy City Clerk

SUMMARY OF REQUEST: Our Purchasing Policy regarding public notices for bids has not been updated in many years. Currently it requires a notice to be published a minimum of ten days prior to a bid opening. This requirement doesn't always allow staff to move in a timely matter.

The modified policy would require the City to place all bid notifications on the City's website and social media and allow any company or individual to sign up to receive notification of new bids by registering on our website. Staff will also be required to notify all bidders who have bid on a similar project within the last two years.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the amendment to the Purchasing Policy.

I. Permanent Traffic Control Order – Install Permanent “Stop” Signs at 5th and 7th Streets as They Intersect Muskegon and Webster Avenues per Traffic Control Order #21-(2015) Department of Public Works

SUMMARY OF REQUEST: Authorize staff to install permanent “Stop” signs at 5th and 7th Streets as they intersect Muskegon and Webster Avenues per Traffic Control Order #21-(2015).

FINANCIAL IMPACT: Cost of signs/posts and man-power to install, if approved.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize DPW staff to install “Stop” Signs at 5th and 7th Streets @ Muskegon Avenue and 5th and 7th Streets @ Webster Avenue per Traffic Control Order #21-(2015).

J. 2nd Amendment to Agreement with Muskegon Lakefront, LLC
City Manager

SUMMARY OF REQUEST: Muskegon Lakefront LLC has asked for an extension to the agreement entered into on November 30, 2007. The purpose of the agreement is to provide time for the group to pay the 2013 and 2014 taxes, and to begin marketing the property for other lakefront uses. This amendment will extend the terms of the original agreement to March 31, 2016. In exchange for the amendment, the City will place its outstanding special assessment onto the tax roll immediately, while Muskegon Lakefront LLC will immediately pay the outstanding 2013 property taxes and begin making regular monthly payments on the 2014 property taxes. Muskegon Lakefront LLC will also begin marketing the property for development independent from casino development.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approving the 2nd Amendment to the Agreement with Muskegon Lakefront, LLC.

Motion by Vice Mayor Spataro, second by Commissioner Hood, to approve the consent agenda as read.

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

Nays: None

MOTION PASSES

2015-95 PUBLIC HEARINGS:

A. Public Hearing – Request for an Industrial Facilities Exemption Certificate – ExCell Machine & Tool Co., LLC Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, ExCell Machine and Tool, 1084 E Hackley Avenue, has requested the issuance of an Industrial Facilities Tax Exemption (IFT) Certificate. The company recently completed a \$91,000 investment in a building addition that will create two new jobs. This qualifies them for an abatement of 12 years on real property. The State Tax Commission allows companies to apply for an IFT within six months of project commencement. This project started on July 16, 2015.

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

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the resolution granting an Industrial Facilities Exemption Certificate for a term of 12 years on real property.

PUBLIC HEARING COMMENCED:

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to close the public hearing and approve the resolution granting an Industrial Facilities Exemption Certificate for a term of 12 years on real property.

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

Nays: None

MOTION PASSES

2015-96 NEW BUSINESS:

A. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following: Public Safety

900 W GRAND

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 900 W. Grand is unsafe, substandard, a public nuisance, and that it be demolished within thirty (30) days or infraction tickets may be issued. 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 or staff may issue infraction tickets to the owner, agent, or responsible party if they do not demolish the structure.

FINANCIAL IMPACT: MSHDA Land Bank Grant

BUDGET ACTION REQUIRED: None

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

Motion by Vice Mayor Spataro, second by Commissioner Rinsema-Sybenga, to concur with the Housing Board of Appeals decision to demolish 900 West Grand.

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

Nays: None

MOTION PASSES

B. Small Wine Maker & Small Distiller – 18th Amendment LLC City Clerk

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from 18th Amendment, LLC, for a Small Wine Maker and Small Distiller License to be located at 350 W. Western Avenue.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.

Motion by Commissioner Johnson, second by Vice Mayor Spataro, to approve the request for a Small Wine Maker and Small Distiller License to be located at 350 W. Western.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public Comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 6:10 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC
City Clerk

CITY OF MUSKEGON

SPECIAL COMMISSION MEETING

DECEMBER 16, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The City of Muskegon Special Commission Meeting was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Wednesday, December 16, 2015.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Gawron, Vice Mayor Spataro, Commissioners German, Rinsema-Sybenga, Turnquist, Johnson, and Hood, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Marie Meisch.

2015-97

A. Property Acquisition – City Manager

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Hood to go into closed session to discuss property acquisition.

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

MOTION PASSES

Motion by Vice Mayor Spataro, second by Commissioner German to come out of closed session.

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

MOTION PASSES

Motion by Vice Mayor Spataro, second by Commissioner Rinsema-Sybenga to approve the recommendation and authorize the city attorney and city manager to negotiate the final terms of the purchase agreement and complete the sale for 285 West Western Avenue, 255 West Western Avenue, 241 West Western Avenue, 880 1st Street, 216 West Clay Avenue, and 208 West Clay Avenue for the cost of approximately \$400,000 with approximately \$5,000 – \$7,000 in closing costs.

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

MOTION PASSES

Meeting Adjourned at 7:00 p.m.

Respectfully submitted,

Ann Marie Meisch, MMC
City Clerk

CITY OF MUSKEGON

ORGANIZATIONAL MEETING

JANUARY 4, 2016

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The City of Muskegon Organizational Meeting was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Monday, January 4, 2016.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

2016-01

- A. Oath of Office Ceremony** Muskegon County Board of Commissioners Chairman, Terry Sabo, issued the oath of office to Commissioner Eric Hood, Commissioner Willie German, Jr., Commissioner Debra Warren, and Commissioner Byron Turnquist.

B. Election of Vice-Mayor

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson to appoint Eric Hood as Vice Mayor.

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

MOTION PASSES

- C. Setting Commission Meetings:** 5:30 p.m. – 2nd and 4th Tuesdays each month.

Motion by Commissioner Johnson, second by Vice Mayor Hood to set the City Commission Meetings for 5:30 p.m. the 2nd and 4th Tuesdays of each month.

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

MOTION PASSES

- D. Setting Worksession Meetings:** 5:30 p.m. – Mondays preceding the 2nd Tuesday each month.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner German to set the Worksession Meetings for 5:30 p.m. the Mondays preceding the 2nd Tuesday of each month.

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

MOTION PASSES

- E. Appointment of City Manager:** Franklin J. Peterson.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga to appoint Franklin J. Peterson as City Manager.

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

MOTION PASSES

- F. Appointment of City Clerk:** Ann Marie Meisch.

Motion by Commissioner Johnson, second by Commissioner German to appoint Ann Marie Meisch as City Clerk.

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

MOTION PASSES

- G. Appointment of City Treasurer:** Kenneth Grant.

Motion by Vice Mayor Hood, second by Commissioner Johnson to appoint Kenneth Grant as City Treasurer.

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

MOTION PASSES

- H. Appointment of City Auditor:** Derrick Smith.

Motion by Commissioner Johnson, second by Commissioner German to appoint Derrick Smith as City Auditor.

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

MOTION PASSES

- I. Appointment of City Assessor and Deputy Assessor:**

County Equalization Director Donna VanderVries
Deputy Director Dan VanderKooi

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood to appoint Donna VanderVries and Dan VanderKooi as City Assessor and Deputy Assessor.

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

MOTION PASSES

J. Designation of City Fund Depositories:

Fifth Third Bank (Main Depository)
Huntington Bank
Comerica Bank
PNC Bank

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga to designate the City Fund Depositories: Fifth Third Bank (Main Depository), Huntington Bank, Comerica Bank, and PNC Bank.

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

MOTION PASSES

K. Designation of Firm to Act as Legal Counsel: Parmenter-O'Toole.

Motion by Commissioner Turnquist, second by Commissioner German to designate Parmenter-O'Toole to act as legal counsel.

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

MOTION PASSES

2016-02 NEW BUSINESS

A. NEW BUSINESS

Introduction of Dave Alexander, recently named as Downtown Muskegon Now's new Executive Director.

Meeting Adjourned at 5:48 p.m.

Respectfully submitted,

Ann Marie Meisch, MMC
City Clerk

Commission Meeting Date: January 12, 2015

Date: January 6, 2016
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval of a Neighborhood Enterprise Zone Certificate

SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from John and Jeanine Platt for the new construction of a home at 333 Terrace Point Circle. The property is located in a Neighborhood Enterprise Zone for new construction. The application states that the estimated cost for construction will be \$395,323. The applicant has met local and state requirements for the issuance of the NEZ certificate. Approval or denial by the City Commission is required within 60 days of the application date and must be forwarded to the State Tax Commission.

FINANCIAL IMPACT:

Taxation will be 50% of the State average for the next 12 years.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by John and Jeanine Platt to construct a home at 333 Terrace Point Circle in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the Neighborhood Enterprise Zone Certificate will be good for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by John and Jeanine Platt be approved.

Adopted this 12th day of January, 2016.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on January 12, 2015.

By: _____
Ann Meisch
City Clerk

Commission Meeting Date: January 12, 2016

Date: January 6, 2016
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Sale of a Portion of the Property at 1690 Creston St

SUMMARY OF REQUEST:

Staff is seeking approval to sell a portion of the buildable, industrial zoned lot at 1690 Creston St to the adjacent business, Production Fabricators, Inc. at 1608 Creston St, which is located in Muskegon Township. They are seeking to expand their business onto this lot with a building addition. They are requesting to purchase about 40% of the 2.45 acre lot and to also retain a 60' x 180' access easement on the remaining parcel for truck access. By creating the easement on the lot, instead of selling this portion of the land, it will allow the remaining lot to meet the minimum lot standards for a buildable lot. The City leases space to Muskegon Central Dispatch on the current lot for the communications tower located on site. The portion of the land to be sold will not interfere with the portion leased by Muskegon Central Dispatch. Production Fabricators has offered \$15,000 for the portion of the lot. Planning Commission approved the site plan for the building addition, contingent upon the sale of the lot, at their December 2015 meeting.

FINANCIAL IMPACT:

Staff recommends a sale price of \$15,000.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval and signature of the attached purchase agreement, easement agreement, and resolution.

COMMITTEE RECOMMENDATION:

None

1690 Creston St (Red) (Located in City of Muskegon)

1608 Creston St (Blue) (Located in Muskegon Township)



Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A PORTION OF THE BUILDABLE LOT AT 1690 CRESTON ST FOR \$15,000.

WHEREAS, Production Fabricators, Inc will be allowed to purchase a portion of the parcel designated as number 24-128-400-0019-00, located at 1690 Creston St for \$15,000; and

WHEREAS, Production Fabricators will construct a building addition on the property within 24 months of closing; and

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

NOW THEREFORE BE IT RESOLVED, that a portion of parcel number 24-128-400-0019-00, located at 1690 Creston St be sold to Production Fabricators, Inc for \$15,000.

Adopted this 12th day of January, 2016

Ayes:

Nays:

Absent

By: _____
Stephen J. Gawron
Mayor

Attest: _____
Ann Meisch, MMC
City Clerk

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 January 12, 2016.

By: _____
Ann Meisch, MMC
City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made _____, 20__ ("Effective Date"), by and between the **City of Muskegon**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **Production Fabricators, Inc.**, of 1608 Creston Street, Muskegon Township, MI 49422 ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, the 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, located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described in Exhibit A to the Easement Agreement, attached hereto.

2. **Reservation of Easement.** Seller reserves the easement described in the Easement Agreement and attached hereto as "Attachment A," which shall be duly recorded. The City reserves the right to access said easement at any time for any purpose in connection with the existing antenna or need for additional antennas or other equipment within the existing easement area, or other purposes as outlined in the Easement Agreement.

3. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be fifteen thousand dollars (\$15,000), payable in cash at the closing. The parties acknowledge that Buyer has already given a \$500 earnest money deposit to the Seller ("Deposit"). The Deposit shall be applied to the purchase price at closing. If the Closing, as defined in paragraph 9, does not occur as scheduled due to default by the Buyer, the Deposit shall be forfeited to the Seller and will not be refunded.

4. **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.

5. **Title Insurance.** Seller agrees to deliver to Buyer, on or before the closing date, a commitment for title insurance, issued by Land America Transnation 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 Buyer closes on the Premises, any objections to the title are deemed waived. 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.

6. **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 an addition to the existing building at 1608 Creston Street, within twenty-four (24) months of the closing of this transaction. The addition shall be approximately 11,228 square feet in size and built in accordance with the site plan attached hereto as "Exhibit A" to the Easement Agreement. Construction shall be substantially completed within twenty-four (24) months and, in the event said substantial completion has not occurred, 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, and free of all liens. The covenants in this paragraph shall survive the closing and run with the land.

7. **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.

8. **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 SUBSTANCES ARE FOUND.

9. **Closing.** The closing date of this sale shall be on or before 90 days after the Effective Date ("Closing"). The Closing shall be conducted at Land America Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at the Closing. The closing costs shall be shared equally by the Parties.

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

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

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

13. **Costs.** Buyer shall be responsible for all costs associated with moving any fiber and power lines and any cost incurred by the City for disruption in service. 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.

14. **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.

i. **Counterparts/Electronic Signatures.** 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. Electronic signatures shall have the same binding effect as original signatures.

The parties have executed this Real Estate Purchase Agreement on the date written below their names, to be effective as of the day and year first above written.

WITNESSES:

SELLER: City of Muskegon

By _____
Stephen J. Gawron, Mayor
Date: _____

Ann Meisch, MMC, Clerk
Date: _____

BUYER: Production Fabricators, Inc.

Mark Hoofman
President
EIN#: _____
Date: _____

ATTACHMENT A
EASEMENT AGREEMENT

Easement Agreement

This Agreement ("Agreement") is made effective on _____, 20__ ("Effective Date") between the City of Muskegon, a municipal corporation with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and Production Fabricators, Inc. of 1608 Creston Street, Muskegon Township, MI 49442 ("Buyer"). Seller and Buyer may each be referred to as a "Party" or collectively as "Parties".

Background

A. Production Fabricators, Inc. intends to purchase ("Land Purchase") and the City of Muskegon intends to sell pursuant to the purchase agreement signed _____, 20__, a parcel of real estate located at 1690 Creston Street within the City of Muskegon ("the Parcel") and legally described in **Exhibit A**, attached hereto.

B. A Survey of the Parcel is attached hereto as **Exhibit A**.

C. Buyer owns the adjacent property to the Parcel, located at 1608 Creston Street, in Muskegon Township, which has an existing structure located on it, the location of which is depicted on the Survey. Buyer intends to construct an addition on the existing building, which will be built in part or wholly on the acquired Parcel.

D. In consideration of the Land Purchase and covenants contained in this Agreement, Buyer agrees to grant Seller a perpetual easement for ingress and egress (the "City Easement") as depicted on the Survey.

Therefore, in consideration of mutual promises contained in this Agreement, the Parties agree as follows:

1. Grant of Easement. Seller reserves and Buyer grants the "City Easement" to the City, its agents, employees, customers, tenants, vendors, successors and assigns for pedestrian and vehicular ingress, egress and access, to be used to access the utilities and other equipment located on the City's parcel. Buyer's vehicles shall not block access for ingress and egress to the City's equipment and utilities on City's parcel. The legal description of the City Easement is as follows:

Commencing at the Southeast corner of said Section 28, thence S89°28'47"W 1323.23 feet along the South line of said Section; thence N00°28'47"E 806.10 feet along the Westerly line of the Southeast ¼ of the Southeast ¼ of said Section to the Point of Beginning; thence continuing N00°28'47"E 60.01 feet; thence N89°28'47"E 212.86 feet;

thence S00°28'47"W 60.01 feet; thence S89°28'47"W 212.86 feet to the Point of Beginning of said easement.

2. Conveyance of Easement. Seller shall have the right to lease or transfer its interest in the City Easement.
3. Runs with the Land. The City Easement burdens Buyer's Parcel and shall run with the land.
4. Buyer shall repair, restore, indemnify, defend and hold harmless the City any damage to the improvements within the City Easement caused by Buyer or Buyer's agents, including but not limited to damage caused during construction on the Parcel by Buyer.
5. Maintenance/Damage. Buyer is solely responsible for maintaining the City Easement, ensuring that the surface is safely driveable, without potholes or other damage that would make it difficult to use without damaging vehicles using the easement. Buyer shall keep the City Easement plowed of snow and shall not in anyway block or impeded entrance to the City's utilities and equipment on its parcel via the City Easement. Regardless of availability of insurance proceeds, Buyer shall promptly repair any damage to the improvements within the City Easement caused by Buyer or Buyer's employees, contractors, tenants, subtenants, invitees, agents or representatives. In the event that Buyer fails to make the repairs within 30 days of the damage event, Seller may make such repairs and Buyer shall reimburse Seller for the cost thereof within 30 days of the invoice.
6. Insurance. Buyer and Seller shall maintain commercial general liability insurance and property insurance against claims for personal injury (including contractual liability arising under the indemnity clause) death or property damage occurring on their respective properties subject to this Agreement.
7. Notices. All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email if such fax number or email address is provided below (the sender shall also send a hard copy following the fax or email; however, the notice shall be effective upon the transmission of the fax or email); (iii) one day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) five days after posting in the United States Mail first-class, postage prepaid. Notices shall be sent to the Parties as follows:

To Seller:

City Manager
City of Muskegon
933 Terrace St.
Muskegon, MI 49440

To Buyer:

President
Production Fabricator, Inc.
1608 Creston St.
Muskegon Township, MI 49422

8. General Provisions.

- a. *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.
- 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 hereof.
- c. *Binding Effect.* This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the Parties and all of their respective affiliated companies, partnerships, joint ventures, etc., and their successors and assigns.
- d. *Full Execution.* This Agreement requires the signature of the Parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.
- 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. No failure to insist upon or to enforce any provision of this Agreement shall constitute or be interpreted as a waiver thereof.
- f. *Duration.* This Agreement and the Easement shall commence on the Effective Date, continue in perpetuity and shall not be changed, amended, modified, canceled or terminated except by a written instrument executed by the Parties.
- g. *Assignment or Delegation.* This Agreement may not be assigned or delegated without the express written agreement of the Parties.
- h. *No Partnership.* This Agreement shall not create an association, partnership, joint venture or any relationship among any of the Parties or any other person or entity.
- i. *No Public Dedication.* Nothing contained herein shall be deemed to be a public gift or dedication of all or any part of the Easement, it being the intent of the Parties that this Agreement is private and strictly limited to the purposes expressed herein.
- j. *Recording.* This Agreement will be recorded with the Muskegon County, Michigan, Register of Deeds.

k. *Amendment.* This Agreement may not be modified or amended without the prior written consent of the Parties.

WITNESSES:

SELLER: City of Muskegon

By _____
Stephen J. Gawron, Mayor
Date: _____

Ann Meisch, MMC, Clerk
Date: _____

BUYER: Production Fabricators, Inc.

Mark Hoofman
President
EIN#: _____
Date: _____

This instrument prepared by and
When recorded return to:

PARMENTER O'TOOLE
Attn: Michelle Landis
601 Terrace Street, Ste. 200
P. O. Box 786
Muskegon, Michigan 49443-0786

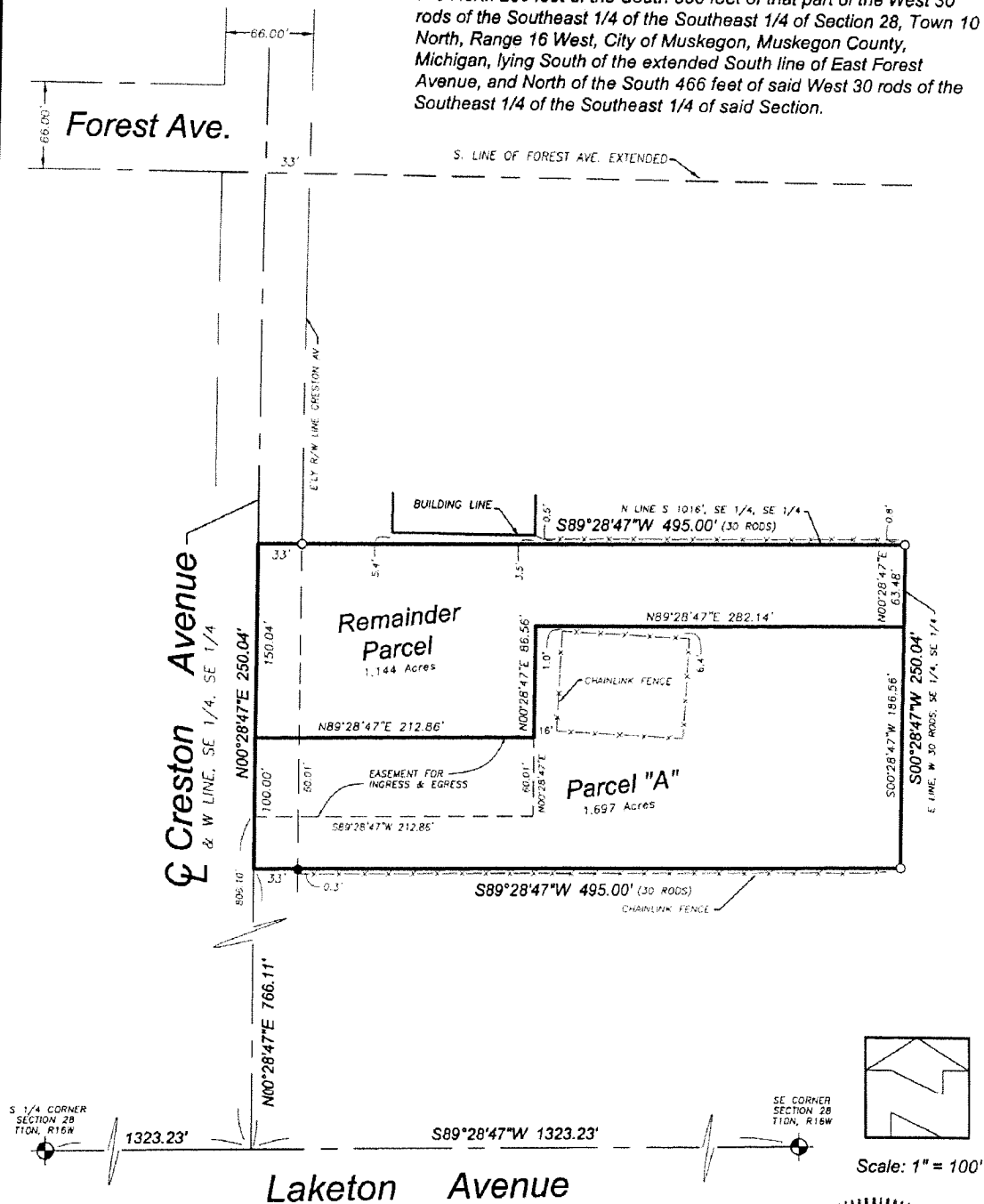
EXHIBIT A TO EASEMENT AGREEMENT
SURVEY OF THE PARCELS AND SITE PLAN

CERTIFICATE OF SURVEY

SURVEY FOR: Production Fabricators, Inc.
1608 Creston Avenue
Muskegon, MI 49442

PARENT PARCEL DESCRIPTION:

The North 250 feet of the South 550 feet of that part of the West 30 rods of the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, lying South of the extended South line of East Forest Avenue, and North of the South 466 feet of said West 30 rods of the Southeast 1/4 of the Southeast 1/4 of said Section.



This survey was prepared based upon the furnished legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions of record.

John M. Skocelas
JOHN M. SKOCELAS P.S. #41112

Skocelas Land Surveying, Inc.

6318 Red Rock Court
Norton Shores, Mi. 49444
Phone: (231) 799-0290
Fax: (231) 799-0292

- = Concrete Monument
- D = Deed Dimension
- R = Recorded Dimension
- M = Measured Dimension
- = Set Iron Stake
- = Found Iron Stake
- = Concrete



File No: SLS15229A

Date: 09/13/15

REVISED 9/20/15
REVISED 12/20/15

CERTIFICATE OF SURVEY

SURVEY FOR: Production Fabricators, Inc.
1608 Creston Avenue
Muskegon, MI 49442

PROPOSED PARCEL "A" DESCRIPTION:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: Commencing at the Southeast corner of said Section 28, thence S89°28'47"W 1323.23 feet along the South line of said Section; thence N00°28'47"E 766.11 feet along the the Westerly line of the Southeast 1/4 of the Southeast 1/4 of said Section to the Point of Beginning; thence continuing N00°28'47"E 100.00 feet; thence N89°28'47"E 212.86 feet; thence N00°28'47"E 86.56 feet; thence N89°28'47"E 282.14 feet; thence S00°28'47"W 186.56 feet along the East line of the West 30 rods of the Southeast 1/4 of the Southeast 1/4 of said Section; thence S89°28'47"W 495.00 feet to the Point of Beginning. Subject to highway right-of-way over the most Westerly 33 feet thereof. Also subject to any easements, restrictions and right-of-ways of record. Contains 1.697 acres.

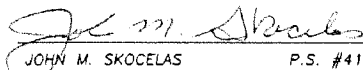
Subject to a 60 foot wide easement for ingress and egress, described as: Commencing at the Southeast corner of said Section 28, thence S89°28'47"W 1323.23 feet along the South line of said Section; thence N00°28'47"E 806.10 feet along the the Westerly line of the Southeast 1/4 of the Southeast 1/4 of said Section to the Point of Beginning; thence continuing N00°28'47"E 60.01 feet; thence N89°28'47"E 212.86 feet; thence S00°28'47"W 60.01 feet; thence S89°28'47"W 212.86 feet to the Point of Beginning of said easement.

PROPOSED REMAINDER DESCRIPTION:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: Commencing at the Southeast corner of said Section 28, thence S89°28'47"W 1323.23 feet along the South line of said Section; thence N00°28'47"E 866.11 feet along the the Westerly line of the Southeast 1/4 of the Southeast 1/4 of said Section to the Point of Beginning; thence N89°28'47"E 212.86 feet; thence N00°28'47"E 86.56 feet; thence N89°28'47"E 282.14 feet; thence N00°28'47"E 63.48 feet along the East line of the West 30 rods of the Southeast 1/4 of the Southeast 1/4 of said Section; thence S89°28'47"W 495.00 feet along the North line of the South 1016 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; S00°28'47"W 150.04 feet along the the Westerly line of the Southeast 1/4 of the Southeast 1/4 of said Section to the Point of Beginning. Subject to highway right-of-way for Creston Avenue over the Westerly 33 feet thereof. Also subject to any easements, restrictions and right-of-ways of record. Contains 1.144 acres.

Together with a 60 foot wide easement for ingress and egress, described as: Commencing at the Southeast corner of said Section 28, thence S89°28'47"W 1323.23 feet along the South line of said Section; thence N00°28'47"E 806.10 feet along the the Westerly line of the Southeast 1/4 of the Southeast 1/4 of said Section to the Point of Beginning; thence continuing N00°28'47"E 60.01 feet; thence N89°28'47"E 212.86 feet; thence S00°28'47"W 60.01 feet; thence S89°28'47"W 212.86 feet to the Point of Beginning of said easement.

This survey was prepared based upon the furnished legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions of record.


JOHN M. SKOCELAS P.S. #41112

Skocelas Land Surveying, Inc.

6318 Red Rock Court
Norton Shores, Mi. 49444
Phone: (231) 799-0290
Fax: (231) 799-0292

- = Concrete Monument
- D = Deed Dimension
- R = Recorded Dimension
- M = Measured Dimension
- = Set Iron Stake
- = Found Iron Stake
-  = Concrete



File No: SLS15229A

Date: 09/13/15

REVISED 9/26/15
REVISED 12/22/15

Commission Meeting Date: January 12, 2015

Date: December 16, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Operations Management Contract for Kitchen
242- Pioneer Resources & City of Muskegon**

SUMMARY OF REQUEST: The City contracted with Pioneer Resources to provide operations management of the Farmers' Market commercial kitchen (Kitchen 242) in May 2014. The Contract technically expired several months, ago, although Pioneer Resources continues to provide operations management. The new one year contract will start January 15, 2016.

FINANCIAL IMPACT: Per the terms of the Contract, the Manager shall provide the staffing, management and operations of the facility. The City shall pay for the utility costs. The Manager shall track revenue and expenses and turn over any net proceeds to the City.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached Contract and authorize the Mayor and Clerk's signatures.

**CITY OF MUSKEGON
OPERATIONS MANAGEMENT CONTRACT
KITCHEN 242 (FARMERS' MARKET COMMERCIAL KITCHEN)**

This is a Contract, effective January 15, 2016, for the management of the entire operations, management and promotion of the City of Muskegon Farmers' Market Commercial Kitchen ("Kitchen 242"), made between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City") and **Pioneer Resources** of 1145 E. Wesley Avenue, Muskegon, MI, 49442 ("Manager").

Background

The **City** is the owner of Kitchen 242, located at 242 W. Western Avenue, Muskegon, Michigan, 49440 (described in Exhibit A). The **Manager** has provided the City with services to manage Kitchen 242 since May 20, 2014, in accordance with their proposal at that time. This Contract extends this management. In the event of any conflict, this Contract prevails over any terms in the proposal.

Therefore, the parties agree as follows:

1. Management; Operation; Maintenance. The Manager agrees to perform all acts and assume responsibilities for the management, operation, and maintenance of the Commercial Kitchen, as defined in this Contract. The Commercial Kitchen shall include the actual kitchen facilities, as well as use of the restroom within the building. The Manager's responsibilities include, but are not limited to, all operation of the buildings and their systems, maintenance thereof (with major repairs being referred to the City for repair or replacement), repairs, cleaning, and snow removal (with the exception of the City's responsibilities). In addition, the Manager shall be responsible for rental and reservations for the Commercial Kitchen, including marketing the facility with funds available. The Manager is responsible for trash removal from trash cans in the facility. If graffiti appears on the building, the Manager shall notify the City and the City will remove the graffiti. The Manager's responsibility shall further include the retaining and hiring of all personnel or, if approved by the City, independent contractors, for the purpose of carrying out all the responsibilities and functions of the Manager. All Michigan Occupational Safety and Health Administration (MIOSHA) rules must be adhered to. The Manager must obtain any other necessary licenses and/or permits from the County Health Department, Department of Agriculture, etc. that are needed for its operations and will assist clients and tenants with information for obtaining their individual licenses.

2. Expenses. The Manager shall provide for staffing, including one staff person from Pioneer Resources, at 10-12 hours per week, for Kitchen 242, as well as marketing of the facility. The Manager shall coordinate other staff and volunteers to assist with the operations and marketing, when feasible. The Manager shall track revenue and expenses, turning over any net proceeds to the City every three months. The City shall pay for utilities at Kitchen 242 and will keep track of usage. If expenditures exceed revenues, the City and the Manager shall discuss and negotiate how to move forward with the operations.

3. Manager; Agency Status. The Manager shall carry on the responsibilities set forth above, and all incidental or related performances, functions or acts, and shall pay all the said expenses for the personnel managing the facility. The Manager shall work with the Advisory Committee, consisting of members from The City of Muskegon, the Community Foundation, Downtown Muskegon Now, The Chamber of Commerce, the County Health Department and any others deemed appropriate by the City and the Manager. The Advisory Committee shall meet once a month to discuss the status and future of Kitchen 242, and provide direction to the Manager.

4. Level of Performance; Standards; Prices. The Manager's performance and assumption of the responsibilities undertaken by this Contract shall be carried out and performed to the satisfaction of the City, in its sole judgment and discretion. The Manager shall charge reasonable prices and fees for use of the Kitchen 242, with the goal of covering all expenses, including personnel and utilities. No rent or fees shall be charged for market-specific programs (e.g., P.O.P.), as agreed upon by the City and the Manager.

5. Participants It is the intent of the City that Kitchen 242 shall be leased for approximately 60% incubator/entrepreneur use and 40% educational use (e.g., classes, demonstrations). The Manager will work towards this goal.

6. Quarterly Reports. The Manager shall provide the City with quarterly reports detailing all income and expenditures. Manager shall also provide the City with a copy of the participant log for the Kitchen 242 on a quarterly basis.

7. Management Fee. For its management and maintenance services, the Manager shall be entitled to keep funding to cover its own expenses. The Manager will provide any net proceeds to the City to assist with covering utility costs. The said management fee shall be the sole compensation to the Manager, and Manager shall pay all the expenses contemplated by this Contract without further payments from the City.

9. Records; Audit of Financial Information. The Manager shall afford the City at reasonable times every opportunity to examine its financial records, books, bank accounts, evidence of receipts and expenses, invoices, any computer records, and any other information deemed appropriate by the City in order to verify the receipts, uses and payment of funds by the Manager under this Contract. For said purpose the Manager shall provide the City with all necessary means to access any computer records, programs, systems, databases or other information. Copies of any information required by the City, whether on paper or by computer media, as requested by the City, shall be afforded the City within 5 business days upon its request.

10. Possession; Termination. The parties agree that possession during the term of this management contract remains with the City. The Manager shall act as an agent of the City, and its presence and possession in Kitchen 242 is carried on entirely on behalf of the City. This Contract shall not be construed as a lease or to give Manager any property right whatsoever in Kitchen 242 for any purpose. In the event of lawful termination either before the term of this Contract or at the end thereof, Manager shall vacate the premises without any notice or necessity of judicial proceedings. The Manager may use Kitchen 242 as a tenant. In that case the rights they have as a tenant shall remain.

11. Property; Termination. All portable property purchased by the Manager or donated to the Manager for use in the Commercial Kitchen shall remain with the City when this Agreement terminates, with the exception of the items listed in Attachment A, which the Manager owns and uses in Kitchen 242. All property owned by the City and used by the Manager shall remain the property of the City.

12. Condition of the Premises and Property. On termination, the Manager shall deliver all the property and the premises to the City in good and useable condition, except for the effects of ordinary wear and tear. Manager shall be immediately responsible for any repairs necessary to restore any property, whether real or personal, fixtures or otherwise, to the said condition. Cost to repair any major damage that is done by a tenant that is not covered by their security deposit must be claimed on the Manager's insurance. Any costs remaining must be negotiated by the City and the Manager.

13. Term. The term of this Contract shall be one (1) year from the effective date, provided that either party may terminate this Contract without cause, effective upon 60 days written notice to the other party.

14. Insurance. The Manager shall obtain insurances required by the City in at least the coverage amounts set forth below. In all the following coverages except workers' compensation insurance, the City shall be named as additional insured or loss payee, and each policy shall carry the commitment by the company that no cancellation shall be effective against the City without thirty (30) days written notice to the City:

1.1. Comprehensive general liability insurance. The Manager shall obtain a comprehensive liability insurance policy through a company licensed to do business in Michigan and acceptable to the City, carrying limits of at least \$1,000,000, single limit. A copy of this must be provided to the City, as well as the Farmers' Market Manager.

1.2. Workers' compensation insurance. The Manager shall carry workers' compensation insurance in the amounts required by state law.

1.3. Other insurances. Any insurances which are available and which are especially appropriate for the operation of the Commercial Kitchen, covering liability and the cost of injuries to persons and property shall be obtained by the Manager, with liability coverages carrying at least a single limit of \$1,000,000.

15. Insurance Notices. Cancellation Notice: Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that, in order to be effective, thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

City of Muskegon
Attn: City Manager
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536

16. Assignment. The Manager may not assign this Contract. Any attempted assignment or change in entity of the Manager shall constitute a violation of this Contract and cause immediate termination in the City's discretion.

17. Hold Harmless and Indemnity. To the fullest extent permitted by law, Manager agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of it against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of it, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract.

18. Duties of the City.

18.1 Lawn Mowing; Supplies. The City shall provide the Commercial Kitchen with dumpster/s. The City shall provide for mowing around the Farmers' Market and kitchen building, only on normal business days (no weekends or Holidays); on the same schedule as other City properties downtown.

18.2 Snow Removal. The City shall remove snow from the sidewalks on normal business days (no weekends or Holidays), one time per day. A snow blower will be provided for use during other times, with salt and fuel to be provided by the Manager.

18.3 Utilities. Interruption of utility service shall not result in any damages or claim against the City. Manager covenants that it will not unnecessarily use the gas, utility, and water utilities at the Center. If City determines, in its sole discretion, that Manager is using the utilities in a wasteful manner, City shall have the right to charge the Manager for the excess utility costs.

18.4 IT. The City will assist with IT at the facility.

18.5 Major Improvements and Repairs. The City is responsible for major repair and improvements to the facility, in its sole discretion.

18.6 Market Stall. The City will provide one stall for general use by the Manager (for their customers), based on availability, in both the Summer and Winter Markets.

19. General Provisions.

19.1 Independent Contractor. The Manager is an independent contractor and not an employee of the City. Manager is responsible for all its own personnel and all other expenses and costs as set forth in this Contract and shall not have recourse to the City for any claims involving the said expenses or costs.

19.2 Corporate Status. Manager warrants that it is a Michigan non-profit corporation in good standing and is authorized to perform this Contract.

19.3 Equal Employment Opportunity; Discrimination. The Manager shall not discriminate unlawfully against any person in violation of any law or rule of the City, the County, the State of Michigan or the federal government, in employment, services or any other respect. The Manager shall comply in each and every way with the City of Muskegon's affirmative action plans or policies, and shall never discriminate against any person based on race or any other protected status under the laws of the State or the United States.

20. Defaults. Violation of any of the provisions of this Contract by the Manager, and failure to remedy or cure such violation within thirty (30) days after written notice of such violation from the City, shall constitute default by the Manager and constitute cause for immediate termination of this Contract:

21. Non-Waiver. Failure to enforce any remedy for a breach or a violation of this Contract shall not constitute waiver of subsequent breaches or violations.

22. Remedies of the Manager. In the event the City breaches this Contract in any way, or the Manager determines that a breach or failure to observe any covenant or condition by the City has occurred, the Manager's sole remedy shall be termination of this Contract. The Manager shall not be entitled to any damages for breach of contract, or to any injunctive relief to enforce this Contract. In the event there are sums legally due to the Manager at the time of such termination they shall be paid forthwith, but no consequential damage or damages for breach shall be awarded or available to the Manager.

23. Liens. The Manager shall be responsible for protecting the Commercial Kitchen from any and all liens, mortgages, security interests or claims for any interest in any property.

24. Counterparts. This Contract may be executed in counterparts, and each set of duly delivered identical counterparts that includes all signatories shall be deemed to be one original document.

25. Governing Law. This Contract shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan.

26. No Third Party Beneficiary. This Contract shall benefit only the parties to this Contract, and not any third party.

27. **Notices.** All notices, approvals, consents and other communications required under this Contract shall be in writing and, except when receipt is required to start the running of a period of time, shall be deemed given: (i) when delivered in person; (ii) when sent by telephone facsimile or e-mail, (the sender shall also mail or send a "hard copy" following the facsimile or e-mail, however, the notice shall be effective upon the transmission of the facsimile or e-mail); (iii) one (1) day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or, (iv) two (2) days after posting in the United States Mail, first-class. Notices shall be sent to the parties at their address stated above.

PIONEER RESOURCES, Inc.

By: _____
Greg Scott, Executive Director

Dated: _____, 2014

CITY OF MUSKEGON

By: _____
Stephen J. Gawron, Mayor

Dated: _____, 2014

By: _____
Ann Marie Cummings, City Clerk

Dated: _____, 2014

Commission Meeting Date: January 12, 2016

Date: December 16, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Lease Agreement Between Envirologic and City of Muskegon

SUMMARY OF REQUEST: Envirologic, headquartered in Kalamazoo, has provided environmental site assessment services for the City over the past several years. Most recently they were granted the contract for the USEPA Site Assessment Grant. Since they will be in the City of Muskegon frequently over the next few years while providing site assessment services for the grant, they have agreed (and desire) to have a satellite office in the City. The attached lease will allow Envirologic to have their Muskegon Satellite location at City Hall. The space allocated will be approximately 170 s/f in the CNS department (however, it may be moved if that space is needed for another use in the future).

FINANCIAL IMPACT: Envirologic will not require any equipment to be provided to them. They will pay a monthly rate of \$300.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached lease and authorize the Mayor and Clerk's signatures.

LEASE

This Lease Agreement (Lease) is executed as of _____ by and between the City of Muskegon (the "City"), located at 933 Terrace St., Muskegon, MI 49443, as Lessor ("Landlord") and Envirollogic Technologies, Inc., a Michigan Company, located at 2960 Interstate Parkway, Kalamazoo, MI 49048, as Lessee ("Tenant").

Recitals

The City is the owner of the building located at 933 Terrace St., Muskegon, MI 49443, and agrees to lease space to Envirollogic Technologies, Inc. as set forth herein.

NOW, THEREFORE, and in consideration of the mutual promises and covenants set forth in this Lease and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, IT IS AGREED:

1. **Lease.** Landlord leases to Tenant and Tenant rents from Landlord, on the terms and subject to the conditions set forth in this Lease, approximately 170 square feet of office space located on the second floor of City Hall, 933 Terrace St., Muskegon, MI 49443, as identified by the Landlord (the Leased Premises). The Leased Premises may only be used during normal business hours, 8 am to 5 pm, Monday through Friday, except as otherwise authorized by the City of Muskegon. The City, at its discretion, may provide one or more keys and security codes in accordance with its policies and procedures. The office space shall consist of one desk and chairs. A file cabinet may be made available upon request. Conference room space is available upon request and availability. Telephone, printers or other office equipment, and internet service is the responsibility of the tenant. The tenant may be required to relocate to another comparable space within Muskegon City Hall, if department spaces are reorganized at any point in the future.

2. **Term.** The term of this Lease (the "Term") shall be month-to-month, beginning on _____ (the "Effective Date").

3. **Rent.** Tenant agrees to pay monthly rent of \$300 for the Leased Premises (the "Rent") due on the first day of each month.

4. **Late Charges and Returned Checks.** If payment of any Rent shall not have been paid by the date on which such amount was due and payable a late charge equal to the greater of (i) FIFTY DOLLARS (\$50.00) and (ii) one and one-half percent (1-1/2%) per calendar month or any part thereof (or the then maximum lawful interest rate, if less), from the date on which such amount was due, on the amount overdue shall, at the Landlord's option, be payable as damages for Tenant's failure to make prompt payment. In addition to any other penalties or remedies available to Landlord in the event of any late payment by Tenant, if any check in payment of any Rent is returned to Landlord by Tenant's bank by reason of insufficient funds, uncollected funds or otherwise, a return check administrative charge of FIFTY DOLLARS (\$50.00) shall be payable to Landlord by Tenant. The late charges and return check administrative charges for any month shall be payable the first day of the following month, and

in default of payment of any such charges, Landlord shall have (in addition to all other remedies) the same rights as provided in this Lease for nonpayment of Rent. Landlord and Tenant agree that the foregoing late charges and return check administrative charges represent a reasonable estimate of the costs which Landlord will incur by reason of late payment by Tenant and returned checks, and are fair compensation to Landlord for its loss suffered by such late payment or returned check. Nothing contained in this agreement and no acceptance of late charges by Landlord shall be deemed to extend or change the time for payment of Rent.

5. Taxes, Utilities and Maintenance. The Landlord shall be responsible to provide, snow removal, trash removal, salting of sidewalks, window washing, and janitorial services for the cleaning and maintenance of the common interior portions of the Leased Premises. Landlord is not responsible for paying real or personal property taxes. The Tenant shall pay any personal property taxes on its personal property and real estate taxes for the Leased Premises

6. Tenant's Personal Property. All Tenant's personal property of any kind and description which may at any time be in the Leased Premises shall be kept at Tenant's sole risk and Landlord shall not be liable for any damage or destruction to Tenant's personal property, including that caused by fire, water, or any other cause. Tenant shall be responsible to insure its personal property.

7. Use of the Leased Premises. During the continuance of this Lease, the Leased Premises shall be used and occupied by Tenant for its business operations and related uses. The Tenant may add additional uses upon the approval of the Landlord which approval shall not be unreasonably withheld. Special arrangements may need to be made for after hour use. Office may not be used on designated City holidays, as the heater/air conditioning unit will be off (or turned down/up) on those days.

8. Parking. Tenant and its officers, agents, and employees shall park their vehicles only in areas from time to time designated by Landlord as the areas for such parking. Tenant shall, upon written notice from Landlord, within five (5) days, furnish Landlord, or its authorized agent, the State automobile license tag number assigned to its vehicle or vehicles and the vehicles of all of its officers, agents and employees employed in the Leased Premises. Landlord, after notice to Tenant that Tenant or any of its officers, agents or employees are not parking in said designated parking areas or off-premises, as applicable, may, at its option, in addition to any other remedies it may have, tow away such vehicles at Tenant's expense.

9. Mail. Tenant shall not receive mail at any City office within City Hall. Tenant's mail shall be delivered directly to its space or Tenant may maintain a post office box.

10. Access to Premises and Excavation. Landlord shall have the right to enter upon and in the Leased Premises at all reasonable times to examine the same and to make such repairs, alterations, improvements and additions in the Leased Premises as Landlord may deem necessary, and Landlord shall be allowed to take all materials into and upon the Leased Premises that may be required therefor without the same constituting an eviction of Tenant, in whole or in part, and the Rent shall in no way abate while such repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of Tenant due to the

prosecution of any such work; provided, however, Landlord shall use reasonable efforts not to unreasonably interfere with or interrupt Tenant's business in the Leased Premises, but in no event shall Landlord be required to incur any additional expense for work to be done during hours or days other than regular business hours and days.

11. Alterations by Tenant. Tenant shall not make or cause to be made any improvements, alterations, additions, changes, replacements or installations to the Leased Premises, or make any holes or cuts in the walls, ceilings, roofs, or floors thereof, or change the exterior color or architectural treatment of the Leased Premises, without on each occasion first obtaining the consent of Landlord, and if such consent is granted, Tenant shall carry such worker's compensation and general liability insurance and such other insurance as Landlord may require, naming Landlord as an additional insured. In no event whatsoever shall Tenant make any penetrations into the roof deck or the concrete slab or any fire wall without having obtained Landlord's prior written consent, which consent, it is expressly understood and agreed by Tenant may be given or withheld by Landlord in Landlord's sole and absolute discretion, and which consent may be expressly conditioned upon Landlord, at Tenant's sole cost and expense, performing such work on Tenant's behalf and/or overseeing the performance of such work by Tenant to Landlord's satisfaction. Tenant shall submit to Landlord plans and specifications for such work at the time Landlord's consent is sought. Any such improvements, alterations, additions, changes, replacements or installations will be performed in a good and workmanlike manner in accordance with the approved plans and specifications and in compliance with all Requirements and shall be performed and completed by Tenant in an expeditious manner. The cost of such improvements, alterations, additions, changes, replacements or installations shall be paid in cash or its equivalent so that the Leased Premises shall at all times be free of liens for work, labor, services or materials claimed to have been performed or furnished for or on behalf of Tenant or anyone holding any part of the Leased Premises through or under Tenant. All contractors and subcontractors performing work in or to the Leased Premises shall be approved by Landlord prior to the performance of any such work.

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

13. Assignment and Subletting. Tenant shall not assign or transfer this Lease and its rights under this Lease Agreement to any other entity without the express written consent of the Landlord. Any such assignment shall be void and shall constitute a breach of this Lease, entitling the other party to terminate this Lease.

14. Termination. This Lease may be terminated by either party with 30-day advanced written notice.

15. Termination; Surrender of Possession. Upon the expiration of the Term or other termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, Tenant shall surrender the Premises to the Landlord.

16. Quiet Enjoyment. Landlord covenants that Tenant, upon performing all covenants contained in this Lease, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the Term.

17. Indemnity and Insurance. The Tenant shall carry a Comprehensive General Liability insurance policy ("CGL Policy") with limits of liability of not less than \$500,000.00 which shall name the Landlord as an additional named insured and which shall insure the Tenant's operations at the Leased Premises. The CGL Policy shall be written by an insurance company which is rated not less than A by A.M. Best and the carrier shall be required to give the Landlord not less than 30 days advance, written notice of termination, cancellation or lapse of the CGL Policy.

18. Remedies Not Exclusive. It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

19. No Waiver. Neither party's waiver of any covenant or condition owed by the other shall be construed as a waiver of a further breach of the same covenant or condition.

20. Notice. All notices and other communications given or made under this Lease shall be in writing and shall be deemed to have been duly given or made as of the date delivered, if delivered personally, or of the date mailed by registered mail, postage prepaid, return receipt requested, or delivered by a nationally recognized courier service to the parties at the following addresses:

TENANT: Envirollogic Technologies, Inc.
 2960 Interstate Parkway
 Kalamazoo, MI 49048
 Attn: David Stegink

LANDLORD: City of Muskegon
 933 Terrace St.
 Muskegon, MI 49443
 Attn: Cathy Brubaker-Clarke

Either party may change the individuals to be notified by providing the change in such requirements in writing to the other party.

21. Successors and Assigns. Except as otherwise expressly provided to the contrary in this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns. This Agreement may not be assigned by the

Tenant for any reason. It is specifically understood and agreed by the parties that the terms of this Agreement and all related agreements signed by the parties shall be binding on any successor to either of the parties.

22. Entire Agreement. As it relates to the tenancy of the Leased Premises, this Lease represents the entire agreement between the parties. This Lease may not be amended, altered or modified unless done so in writing by both parties.

23. Pronouns. Whenever in this Lease words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa and words in this Lease that are singular shall be read as plural whenever the latter would so apply and vice versa.

24. Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan that are applied to leases made and to be performed in that state. The invalidation of one or more terms of this Lease shall not affect the validity of the remaining terms.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day first above written.

WITNESSES:

TENANT

Envirollogic Technologies, Inc.

Shirley Steele

Jeffrey A. Andrews
By: _____
Its: PRESIDENT

LANDLORD:

City of Muskegon, a Michigan municipal corporation

By: _____
Stephen Gawron, Mayor

By: _____
Ann Cummings, City Clerk

Date: January 12, 2016
To: Honorable Mayor and City Commissioners
From: Engineering
**RE: MDOT-City Amending the Agreement for
Muskegon & Webster**

SUMMARY OF REQUEST:

Authorize staff to sign the attached amendment to the agreement with Michigan Department of Transportation extending the completion date of the project to May 27, 2016 instead of the 12/31/2015 date in the original agreement and adopt a resolution authorizing Mohammed Al-Shatel to execute said amendment.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize staff to sign the agreement/contract amendment.

COMMITTEE RECOMMENDATION:

RESOLUTION _____

RESOLUTION FOR APPROVAL TO AMEND CONTRACT AGREEMENT NUMBER 2014-0854/A1 BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE RECONSTRUCTION OF MUSKEGON & WEBSTER AVENUES BETWEEN 9TH STREET & SPRING STREET TOGETHER WITH OTHER NECESSARY RELATED WORK ITEMS AND AUTHORIZATION FOR MOHAMMED AL-SHATEL, CITY ENGINEER EXECUTE SAID AMENDMENT EXTENDING THE COMPLETION DATE TO MAY 27, 2016.

Moved by _____ and supported by _____

Commissioner _____ that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **2014-0854/A1** between the Michigan Department of Transportation and the City of Muskegon for the **reconstruction of Muskegon & Webster Avenues between 9th & Spring** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **2014-0854/A1** be and the same is hereby authorized and approved and Mohammed Al-Shatel, City Engineer is authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this _____ day of _____, 2016.

BY

Stephen J. Gawron, Mayor

ATTEST

Ann Meisch, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on _____, **2016**. 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 Meisch, City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF MUSKEGON

AMENDMENT

THIS AMENDATORY CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and the City of Muskegon (AGENCY) for the purpose of retroactively amending Contract No. 2014-0854 (CONTRACT), dated September 11, 2014.

RECITALS:

The CONTRACT expired on its own terms on December 31, 2015; and

The CONTRACT provides a Priority Roads and Investment Program (PRIP) grant from MDOT to the AGENCY for the completion of the reconstruction of Muskegon Avenue and Webster Avenue from 9th Street to Spring Street; and

The parties desire to retroactively extend the CONTRACT term to provide sufficient time for the AGENCY to perform the services;

The parties agree that the CONTRACT be and that the same is retroactively amended as follows:

1. In order to retroactively extend the term of the CONTRACT by approximately five (5) months, Section 16 of the CONTRACT is amended to read as follows:

“16. This Contract will be in effect from the date of award through May 27, 2016. All documented costs associated with this project are eligible for reimbursement, not to exceed the amount shown in Section 2 of this Contract.”
2. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.
3. The AGENCY waives any and all claims it has or may have against MDOT that arise out of the need to amend and/or extend the CONTRACT.

4. This Amendatory Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Amendatory Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Amendatory Contract, as applicable.

CITY OF MUSKEGON

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: MDOT Director



AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: January 12, 2016

RE: 285 West Western Preliminary Expenses

SUMMARY OF REQUEST:

As part of the potential redevelopment of 285 West Western Ave, the City of Muskegon will be required to submit a new/updated application to the Michigan Economic Development Corporation. To accomplish this, a number of items need to be completed, including updated architectural drawings, updated cost estimates, and updated project proformas. Further, there are a number of safety and security improvements needed at the vacant building, including boarding broken windows and addressing roof drainage issues. City staff is requesting permission to expend up to \$45,000 in pre-construction expenses at 285 West Western to prepare the MEDC application, bid the project, and address a number of pressing security and safety items.

FINANCIAL IMPACT:

Up to \$45,000

BUDGET ACTION REQUIRED:

This change will be reflected in the Second Quarter Budget Status Report.

STAFF RECOMMENDATION:

To authorize staff to expend up to \$45,000 in pre-construction expenses related to the redevelopment of 285 West Western.

COMMITTEE RECOMMENDATION:

None.

Commission Meeting Date: January 12, 2016

Date: January 5, 2016

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

**RE: Approval of Trades- Services Procurement 2016
Proposals for CNS**

SUMMARY OF REQUEST: To approve the following Trades-Services procured through sealed bid proposals producing the lowest responsible bidder:

Appraisals – Midwest Real Estate Services

Building Contractor- Custom Exteriors

Electrical Contractor- Belasco Electric

Mechanical Contractor- Accurate Mechanical Services

Plumbing Contractor- Brett Noordhoff Plumbing

Property Maintenance- Walker Handyman Enterprises

Realtor- Greenridge Realty, Inc

Specification Writer- Hager Consulting, LLC

Structural Engineer/Surveyor- Westshore Consulting

(See attached results)

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the procured Trades Contractors-Service providers for the Community and Neighborhood Services during 2016 with possible one year extension.

COMMITTEE RECOMMENDATION: None required.

MEMO

**Community and
Neighborhood Services**
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: January 05, 2016
To: Bidding Contractors
From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon
Re: Bid Results for Appraisals

Community and Neighborhood Services received the following bid proposals:

Address: 2324 Park Drive

Midwest Real Estate Services:	Pre-Purchase Appraisal	\$ 390.00
	Appraisal	\$ 390.00
	Post-Rehab Appraisal	\$ 390.00

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

MEMO

**Community and
Neighborhood Services**
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: January 05, 2016

To: Bidding Contractors

From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon

Re: Bid Results for Building

Community and Neighborhood Services received the following bid proposal:

Address: 2324 Park Drive

Custom Exteriors: \$ 39,017.00

Jr Walker Construction: Incomplete

Nassau Construction LLC: \$ 48,420.00

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

MEMO

**Community and
Neighborhood Services
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501**

Date: January 05, 2016

To: Bidding Contractors

From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon

Re: Bid Results for Electrical

Community and Neighborhood Services received the following bid proposals:

Address: 2324 Park Drive

Belasco Electric: \$ 1,718.00

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

MEMO

**Community and
Neighborhood Services**
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: January 6, 2016
To: Bidding Contractors
From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon
Re: Bid Results for Mechanical

Community and Neighborhood Services received the following bid proposals:

Address: 2324 Park Drive

Accurate Mechanical Services:	\$ 900.00
Assured Comfort Heating & Cooling Inc:	\$ 950.00
Northside Heating & Cooling:	\$ 1750.00
Bowen Heating & Cooling:	\$ 1660.00

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

MEMO

**Community and
Neighborhood Services**
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: January 05, 2016

To: Bidding Contractors

From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon

Re: Bid Results for Plumbing

Community and Neighborhood Services received the following bid proposal:

Address: 2324 Park Drive

Bret Noordhoff Plumbing: \$ 6,100.00

Advanced Plumbing Concepts, LLC: \$ 7,000.00

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

MEMO

**Community and
Neighborhood Services**
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: January 05, 2016

To: Bidding Contractors

From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon

Re: Bid Results for Property Maintenance

Community and Neighborhood Services received the following bid proposals:

Address: 2324 Park Drive

Walker Handyman Enterprises:	\$ 160.00
Preferred Lawn Care & Snow Plowing:	\$ 240.00
Ground Control Lawn & Landscape:	\$ 505.00

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

MEMO

**Community and
Neighborhood Services**
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: January 6, 2016

To: Bidding Contractors

From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon

Re: Bid Results for Realtors

Community and Neighborhood Services received the following bid proposals:

GREENRIDGE Realty, Inc.: Commission - 6% of purchase price
*If representing buyer 5% of purchase price

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

MEMO

**Community and
Neighborhood Services**
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: January 6, 2016

To: Bidding Contractors

From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon

Re: Bid Results for Specification Writer

Community and Neighborhood Services received the following bid proposal:

Hager Consulting LLC \$65.00 per hour spec writing
 \$65.00 per hour progress monitoring on site

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

MEMO

**Community and
Neighborhood Services**
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: January 6, 2016

To: Bidding Contractors

From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon

Re: Bid Results for Structural Engineer/Surveyor

Community and Neighborhood Services received the following bid proposals:

Westshore Consulting:

Property Survey w/Drawings	
Including house	: \$462.00 LSUM
Property Survey w/Stakes	: \$385.00 LSUM
Turn around time	: Structural: Varies per scope of home
	Survey : One week (or less)

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

Date: January 12, 2016
To: Honorable Mayor and City Commissioners
From: City Manager
RE: Assessing Agreement

SUMMARY OF REQUEST: Staff would like to continue utilizing the Muskegon County Equalization as our Assessor. The proposed agreement will be for five years beginning July 1, 2016 but may be terminated with 90 days written notice. The agreement calls for an annual base fee of \$320,000 with a two percent increase annually.

FINANCIAL IMPACT: \$320,000 per year with a two percent increase annually.

BUDGET ACTION REQUIRED: None.

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

**AGREEMENT BETWEEN THE CITY OF MUSKEGON
AND
MUSKEGON COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT, entered into as of the 1st day of July 2016, between the City of Muskegon, a municipal corporation, by its City Commission, hereinafter referred to as “The Municipality”, and the County of Muskegon, by its Board of Commissioners, hereinafter referred to as the “County”, is as follows:

PURPOSE

The purpose of this Agreement is to provide for a property assessment administration program to be administered by the County Equalization Director, or designated representative, which will list, appraise, and maintain a complete set of records for all real and personal property, subject to ad valorem taxation, specific taxes, and in-lieu-of tax agreements within the Corporate limits of The Municipality pursuant to Public Act No. 160 of 1972.

TERM AND TERMINATION

The agreement shall commence July 1 of 2016, and terminate June 30, 2021 provided that either party may terminate the Agreement on June 30 of each year upon ninety (90) days prior written notice. The notice shall be sent by certified mail to the County Equalization Director if terminated by The Municipality. The notice shall be sent by certified mail to the City Manager if terminated by the County.

- I. The County agrees to perform the following services and provide the materials set forth herein:
 - A. **Scope of Service** - To classify and appraise, according to the constitution and laws of the State of Michigan, each parcel of real property which lies within the confines of The Municipality, and to process all assessable personal property that is in such Municipality, and use the methods prescribed by the Michigan State Tax Commission. The Equalization Department will provide an assessment roll that will equal the tentative State Equalized Values for each classification of property. The final factor will be determined by the action of The Municipality’s Board of Review and the process of state equalization as determined by the State Tax Commission.
 - B. **Qualified Staff** - All County employees engaged in the performance of this Agreement shall be professional in manner and appearance and be trained in property appraisal techniques. The assessor shall be certified by the State

Tax Commission, as required for The Municipality's size and State Equalized Value.

- C. **Equipment and Supplies** - The County will provide all equipment and supplies needed for the routine performance of its duties without additional expenses, except as otherwise set forth herein.
- D. **Maps and Records** - The Municipality shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data which may be of use in making the appraisal, without cost to the County. The County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in sub-point "M" of this agreement.
- E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- F. **Record Cards** - The County will maintain the master file at a specified location. The master file shall become the property of The Municipality when delivered.
- G. **Public Relations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the term of this Agreement, County employees shall endeavor to promote understanding and amicable relations with all members of the public. County Staff will be assigned by the Equalization Director to report at the designated Municipal Building to conduct their duties, interact with Municipal Staff, attend meetings, and promote community relations. The Municipality will provide adequate office area and operational infrastructure, such as telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with County information protocols and standards.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to the County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed on the computer equipment owned by the County by representatives of The Municipality should be coordinated with a representative of the Information Systems Department of the County to avert conflicts in configuration and application issues.

- H. **Property Owner Notification and Official Statements** - It shall be the responsibility of the County to notify all property owners annually of assessed and taxable values, as provided by law, whether values increase or decrease, as well as distribute personal property statements and other official forms.
- I. **Assessment Roll** - The County shall prepare the assessment roll and certify the same for The Municipality in a timely manner.
- J. **Board of Review** - County Staff will advise and assist The Municipality's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.
- K. **Appeals** - The County Equalization Director, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings before the Tax Tribunal concerning properties under this Agreement. The Municipality shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses which may be incurred by the County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions shall be paid by The Municipality provided that the Equalization Director seeks and obtains approval from The Municipality prior to incurring such costs or expenses. Additionally, should either party terminate this agreement, the County, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings filed during the existence of this agreement. The fee shall be \$100.00 per hour for preparation, appearance, and travel after termination of the agreement.
- L. **Computerized Appraisals and Information Technology** – The County will provide staff, equipment, and software to maintain electronic property records using a computer assisted mass appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software shall be prescribed by the County. All property information shall adhere to the requirements of the County Wide

Area Network and its specifications. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of The Municipality to determine proper neighborhoods for market value determinations. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with applicable General Property Tax Law requirements. The computer assisted mass appraisal system and its attributes shall become the property of The Municipality upon termination of this agreement.

Additionally, the County and The Municipality shall participate in an electronic building permit system that will transfer such data to the computer aided assessment administration system without modification or hesitation. The system and its attributes shall be determined by the County.

- M. **Geographical Information Systems** – The County and The Municipality may implement a geographical information system. An independent formal mutual agreement will govern this function.
- N. **Special Assessments** - Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by the County when formally requested. The fee shall be \$100.00 per hour.
- O. **Records Maintenance and Access** – The County agrees to maintain records with the most current information the County has available.
 - 1. All changes in property ownership will be recorded in the assessment records within 30 days of being filed with the Muskegon County Register of Deeds unless incomplete property documentation prevents timely recording. In these cases, the Equalization Department will strive to get complete, accurate ownership information recorded as quickly as practical.
 - 2. City staff will be afforded full access to assessment records (including photographs).

II. The County will perform all the above services, subject to costs and expenses set forth, for The Municipality under the terms and conditions below:

- A. **Annual Fees** - For each year of this agreement the annual fee shall be calculated in the following manner: The initial period shall be from July 1, 2016, to June 30, 2017, and the fee shall be \$320,000. The base Annual Fee of \$320,000 shall be subject to a 2 percent increase effective July 1, 2017, and annually on this date for every year thereafter.

- B. **Payments** - The Municipality shall remit the annual fee in equal quarterly payments commencing July 1 of each year of this agreement.
- C. **Relationship of the Parties** – The parties acknowledge that the agreement between the County and The Municipality is one of an independent contractor. Neither of the parties should represent that an employment relationship is created or exists with regard to the employees of the other. This independent contractor relationship shall be given its full scope and intent including without limitation as it pertains to liability, wages, benefits, and taxation.

III. **Miscellaneous**

- A. **Section Headings** – The headings of the sections shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.
- B. **Severability** – If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. **Entire Agreement and Amendment** – In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This agreement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this Agreement, and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.
- D. **Successors and Assigns** – All representations, covenants, and warranties set forth in this Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors, and assigns.

- E. **Terms and Conditions** – The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.
- F. **Execution of Counterparts** – This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

ACKNOWLEDGEMENTS

City of Muskegon:

By: _____

Stephen Gawron

Its: Mayor

By: _____

Ann Marie Meisch

Its: City Clerk

Approved as to Form:

John C. Schrier, City Attorney

County of Muskegon:

By: _____

Terry J. Sabo

Its: Chairman Board of Commissioners

By: _____

Nancy A. Waters

Its: Clerk

Approved as to Form:

Douglas M. Hughes, Corporate Counsel

Date: January 6, 2016
To: Honorable Mayor and City Commissioners
From: Jeffrey Lewis, Director of Public Safety
RE: Liquor License Request – Racquets, 446 Western Avenue

SUMMARY OF REQUEST: The Muskegon Police Department has received an Application for Temporary Authorization from Downtown Pinnacle Properties (dba Racquets Downtown Grill) for a charity event scheduled for February 4, 2016 to February 6, 2016. The liquor license request is to include Western Avenue between 3rd and 4th Street. Spirits will be served.

The State of Michigan Liquor Control Commission is asking for local commission approval, for use of the city street, before the license is issued. This is a repeat event, and the Muskegon Police Department finds no reason to deny this request.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the Request.

Muskegon Police Department Liquor License Application

RECEIVED
DEC 07 2015
MUSKEGON POLICE DEPT.
CHIEF of POLICE

Type: Temporary Authorization Application Complete: Yes

Applicant: Downtown Pinnacle Properties

Event: Rebel Road Winter Burnout (Snowfest) / Rebel Road

Where: Western between 3rd and 4th and lot next door / lot next door

Date/Time: February 4-6 / July 21-24

Check Submitted: Yes

Re-occurring Event: Yes Gaming Occurring: No

On Public Property: Yes On City Property: Yes Spirits: No

Additional Insurance: Yes Special Event Approval Enclosed: No

Other Departments Approved: _____

Other:

Feb 4-6: Annual Snowfest being renamed to Rebel Road Winter Burnout.
July 21-24: Rebal Road

Submitted by Sgt James Gust who finds no reason to deny this request.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC use only)

Application for Temporary Authorization

(Authorized by R436.1023(2)(3), R436.1403(2), R436.1407 and R436.1419 of the M.A.C.)

A non-refundable inspection fee of \$70.00 is required with the submission of your application.

Part 1: Applicant Information

Name of licensee: Downtown Pinnacle Properties
Address of business: 446 W. Western Ave.
License type and number: Class C-155073-2014 SS
Business Phone: 231 726 4007 Fax number: _____ E-mail address: ANTMADISON@kahan.com

Part 2: Type of Event

Specifically describe the type of event(s) being held for each date requested

Annual Winter Event (Snowfest - Now calling Rebel Road winter Burnout)
Rebel Road

Part 3: Temporary Authorization for Outdoor Service - Please complete, if applicable

Dates requested: Feb 4-6 2016 / July 21-24

1. What are the dimensions of the proposed area? 150 feet by 50 feet. / 100 x 40

2. What is the type and height of the barrier that will be used to enclose the area? Snow Fence, 4 Feet

Note: Barrier must be well-defined and clearly marked for the proposed area, under Commission rule R 436.1419(2), as well as local requirements.

3. Is the proposed area located directly adjacent (next to) the licensed premises? ☒ Yes ☐ No

If you answered "no", how many feet is there between the area and the licensed premises? _____

4. Are there any dedicated streets or intervening property between the licensed premises and the proposed area? ☐ Yes ☒ No

If you answered "yes", please explain (and include this information on your diagram): _____

5. Describe the type of security that will be used for the event(s) and how they will be utilized to secure and monitor to prevent sales to minors and sales to visibly intoxicated persons.

A Licensed and bonded Security Company will be used.

6. Is the location of the proposed area owned, rented or leased by the licensee? ☐ Yes ☒ No

If you answered "no", you must provide a lease or written permission for the proposed area with this application.

7. Is the location of the proposed area located on property owned by the city, village or township? City Street ☒ Yes ☐ No

If you answered "yes", the city, village or township clerk must sign this application indicating that approval has been granted for your request.

8. Is location of the proposed area in the same governmental unit as the licensed premises? ☒ Yes ☐ No

If you answered "no", please explain: _____

9. Does your license currently include an Additional Bar Permit? ☒ Yes ☐ No

If you answered "no", you will be restricted to table service only unless you submit a request for a new additional bar permit.

In addition to the questions above it is required that you submit a clear/legible diagram which indicates where the licensed premises is located in conjunction to the proposed temporary outdoor service area. Also make sure that the diagram contains the same information that is asked in questions 1 through 9 of this application.

Part 3 Continued - Please check temporary permits that you will require with your event.

Note: You do not need to request temporary authorization for permits that are currently held in conjunction with your licensed business.

☐ **Temporary Dance Permit**

The dance floor must be at least 100 square feet, clearly marked, and shall not have tables, chairs and other obstacles on the dance floor while customers are dancing.

Please state the days and times for the dates requested _____

☐ **Temporary Entertainment Permit - (Temporary authorization for entertainment does not allow for topless activity on the licensed premises)**

A. Please state the days and times for the permit requested _____

B. Describe the type of entertainment to be provided _____

C. If the entertainment permit includes a contest with prizes totaling over \$250.00 in value, please complete the following questions.
In addition, form LC--147 need to be completed and submitted with this application:

1. Explain, in detail, the rules of the contest (Attach another page, if needed) _____

2. Describe and state the retail value of each prize to be awarded _____

3. Specify who will be paying for and supplying the prizes. _____

4. Will there be any alcoholic beverage items with a brand name logo used as prizes for part of the contest? _____

5. Is there a cover charge or entrance fee for the contest or tournament? _____

Important: No alcoholic beverages may be used as part of any contest or as a prize for the contest.
No licensee may receive anything of value from another licensee without prior MLCC approval.

☐ **Temporary Specific Purpose Permit for Difference in Hours of Operation**

Please state the days and times for the permit requested _____

Please indicate the type of permit that requires extended hours _____

Hours of Operation

Weekdays and Saturdays - Beer, wine, and spirits may be sold from 7:00 a.m. to 2:00 a.m. of the next day, provided that the sale of spirits is legal in the governmental unit where the license is desired.

Sundays - Legal hours of sale on Sundays are from 7:00 a.m. until 2:00 a.m. of the next day provided the sale of alcoholic beverages on Sunday is legal in the governmental unit and the appropriate form and fees are paid to issue the permit.

Part 4. Warning, Authorized Signatures, and Law Enforcement/Local Approvals

WARNING: Section 1003 of the Liquor Control Code of 1998, being MCL 436.2003, provides in part as follows: "A person who makes a false or fraudulent statement to the Commission, orally or in writing, for the purpose of inducing the Commission to act or refrain from taking action, or for the purpose of enabling or assisting a person to evade the provisions of this act is guilty of a violation of this act and is punishable in the manner provided for in section 909..."

I hereby swear that I have read all of the above answers and that they are true and further that I have read and understand the warning.

The licensee, an authorized corporate officer, or member of a limited liability company must sign this application.

Licensee signature [Signature]
Print name and title Row Madison / member
Print contact name Row Madison
Area code and phone number 231 750 4610
E-mail ANTMADISON@yahoo.com

The Police Chief or Sheriff who has jurisdiction recommends this request.

Date of Application 12/09/15
Name and signature of police chief or sheriff JEFF LEWIS [Signature]
Print name of police agency MUSKEGON POLICE DEPARTMENT
Address of Agency 980 JEFFERSON MUSKEGON MI 49110
Area code and telephone number (231) 724-6750
Date of Application _____

If the temporary outdoor service area is located on property owned by the city, village or township, this application must be signed by the clerk.

This request was approved by the local legislative body on _____
City, village, township clerk signature _____
Print name of clerk _____
Address of city, village, township board _____
Area code and telephone number _____

(City Street) --- Boundary For Licensed Area (February)
(Leased Parking Lot) /// Boundary For Licensed Area (July)

3rd St.

Western Ave.

150'

50'

4146 W
Western
Racquets

50'

100'

4th St.

Date: January 12, 2016

To: Honorable Mayor and City Commissioners

From: Engineering

RE: LED Sign @ the Farmers Market

SUMMARY OF REQUEST:

Authorize staff to enter into an agreement with Allsigns LLC out of Muskegon to purchase & install an LED digital sign at the farmers Market using a 16mm lighting system to enhance visibility for a cost of \$29,550.00.

Allsigns is being recommended as a result of the attached bid tabulation.

FINANCIAL IMPACT:

Cost of purchase & installation of \$29,550.

BUDGET ACTION REQUIRED:

None at this time, however, future budget reforecasts might have to be revised to account for this expense.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Allsigns LLC.

COMMITTEE RECOMMENDATION:

Commission Meeting Date: January 12, 2016

Date: December 16, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: BID Special Assessment- Resolution Confirming
Special Assessment Roll**

SUMMARY OF REQUEST: The City Commission approved the creation of a BID special assessment district at the November 24, 2015 meeting and the Special Assessment Roll is now ready to be confirmed. The assessments will go towards various downtown expenditures, including snow removal on sidewalks, spring/fall cleanup and landscaping, holiday decorating, banners & directional signs, marketing/advertising and art. The BID assessment includes both a "Class A" and a "Class B" district (see attached list). Since the November 24 Commission meeting, the maximum amount to be assessed for Class B properties is \$750, rather than the \$3,000 that is the maximum assessed for Class A properties.

FINANCIAL IMPACT: The total estimated cost of services within the BID is \$128,467.36 of which approximately 90% (\$115,942.02) will be paid by the special assessment to property owners, with the remaining cost being paid by the City.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached resolution approving the confirmation of the special assessment roll and authorize the Mayor and Clerk to sign.

CITY OF MUSKEGON

Resolution No. _____

Resolution Confirming Special Assessment Roll
For DOWNTOWN MUSKEGON BUSINESS IMPROVEMENT DISTRICT (BID)

Properties Assessed: See Exhibit A attached to this resolution

RECITALS:

1. The City Commission determined to create a special assessment district covering the properties set forth in Exhibit A attached to this resolution on November 24, 2015, at the first hearing.
2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district levying on "Class A" Properties, as defined in the BID Bylaws, shall be assessed an annual assessment of \$0.08/sf with no assessment to exceed \$3,000 and "Class B" Properties, as defined in the BID Bylaws, shall be assessed an annual assessment of \$0.02/sf with no assessment to exceed \$750.
3. The City Commission has heard all objections to the roll filed before or at the hearing.

THEREFORE, BE IT RESOLVED:

1. That the special assessment roll submitted by the Board of Assessors is hereby approved.
2. That the assessments levied will be billed in January 2016 and those assessments not paid by October 2016 will be placed on the Winter 2016 tax bill.
3. The Clerk is directed to endorse the certificate of this confirmation resolution and the Mayor may endorse or attach his warrant bearing the date of this resolution which is the date of confirmation.

This resolution adopted.

Ayes _____

Nays _____

CITY OF MUSKEGON

By _____
Ann Marie Meisch, Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on January 12, 2016. 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.

Further I hereby certify that the special assessment roll referred to in the above resolution was confirmed on the date being January 16, 2016.

CITY OF MUSKEGON

By _____
Ann Marie Meisch, Clerk

Exhibit A

Properties Assessed

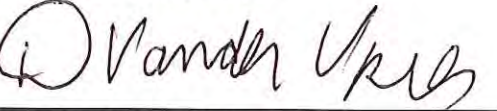
PARCEL NO.	PROPERTY ADDRESS	OWNER	SF_of_Lot	ASSESSMENT A	%_of_Assessed_Property	ass'mt based on sq ftage	CLASS	Card ret'd?	Signed by
24-138-000-0101-00	297 W. Clay #101	Corwin Law and Conculting PLC	1018.98	\$81.52	0.034813042	0.002785043	A	opposed	Stephen Corwin
24-204-000-0000-00	333 W Western	New Trend Investment LLC	9280.54	\$742.44	0.31706592	0.025365274	A	opposed	Brad VanBergen
24-205-117-0007-00	820 Pine	NW Mill Real Estate LLC	26136	\$522.72	0.892925939	0.017858519	B	opposed	Dennis Lohman
24-205-174-0004-00	750 Pine	David L. Bolen	19140	\$1,531.20	0.65391041	0.052312833	A	opposed	David Bolen
24-205-174-0008-00	772 Pine	Lee A. Witt Trust	4224	\$84.48	0.144311263	0.002886225	B	opposed	Jan Witt
24-205-175-0020-00	98 W Clay	James Searer	1881	\$150.48	0.064263609	0.005141089	A	opposed	James Searer
24-205-175-0021-00	777 Pine	William & Denise McDermott	15576	\$311.52	0.532147782	0.010642956	B	opposed	William McDermott
24-205-176-0003-00	103 W Clay	William Noordyk Trust	5874	\$469.92	0.20068285	0.016054628	A	opposed	Bill Noordyk
24-205-176-0005-00	121 W Clay	Jillian & Jordan LLC	4884	\$390.72	0.166859898	0.013348792	A	opposed	Lewis Pitsch
24-205-176-0012-00	66 W Webster	NW American Real Estate LLC	5676	\$113.52	0.193918259	0.003878365	B	opposed	Dennis Lohman
24-205-176-0013-00	821 Pine	NW American Real Estate LLC	1386	\$27.72	0.047352133	0.000947043	B	opposed	Dennis Lohman
24-205-176-0015-00	813 Pine	NW American Real Estate LLC	4554	\$91.08	0.15558558	0.003111712	B	opposed	Dennis Lohman
24-205-177-0005-00	794 Pine	Core Park Investments LLC	22235	\$1,778.80	0.759649841	0.060771987	A	opposed	B. John Essex
24-205-187-0001-00	833 Pine	Jerviss-Fethke Insurance Agency Inc	3960	\$316.80	0.135291809	0.010823345	A	opposed	Eugene Fethke
24-205-188-0011-00	944 Terrace	Doom Investments LLC	4620	\$369.60	0.157840444	0.012627235	A	opposed	Jeff Doom
24-205-188-0012-00	952 Terrace	Swiatek Trust	13860	\$277.20	0.473521331	0.009470427	B	opposed	Frank Swiatek
24-205-310-0016-00	216 W Clay	Hennessey's Properties LLC	14828.26	\$1,186.26	0.506601545	0.040528124	A	opposed	Michael Hennessy
24-205-313-0006-00	451 W Western	Corepark Investments LLC	9240	\$739.20	0.315680887	0.025254471	A	opposed	B. John Essex
24-205-315-0001-00	521 W Western	Babbitt E C/P R Trust	13860	\$1,108.80	0.473521331	0.037881706	A	opposed	Edward Babbitt
24-205-315-0005-00	561 W Western	Musk. Heritage Assoc	5487	\$438.96	0.18746115	0.014996892	A	opposed	Robert Harvey
24-205-315-0006-00	563 W Western	3M Investments LLC	9235	\$738.80	0.315510064	0.025240805	A	opposed	Mike Johnson
24-205-317-0007-00	1208 8th St	Michael Jacobson Trust	24222	\$484.44	0.827534898	0.016550698	B	opposed	John Albright
24-205-317-0009-10	600 W Clay	Mill Street Group LLC	2464	\$197.12	0.08418157	0.006734526	A	opposed	John Albright
24-205-321-0001-00	665 W Clay	WWG Holdings LLC	27720	\$554.40	0.947042662	0.018940853	B	opposed	Wilma Ginman
24-205-321-0004-00	699 W Clay	WWG Holdings LLC	27580	\$195.60	0.942259619	0.018845192	B	opposed	Wilma Ginman
24-205-321-0007-00	1288 9th	Reliable Towing INC	41758	\$750.00	1.426645292	0.028532906	B	opposed	Thomas M Olsen
24-205-321-0012-00	1237 8th	WWG Holdings LLC	13400	\$268.00	0.457805616	0.009156112	B	opposed	Wilma Ginman
24-205-328-0001-00	275 W Clay	Press Development LLC	59400	\$3,000.00	2.029377134	0.162350171	A	opposed	Tammy Jager
24-205-329-0001-00	885 Jefferson	Hennessy Holdings LLC	17325.6	\$1,386.05	0.591922163	0.047353773	A	opposed	Michael Hennessy
24-205-330-0004-00	173 W Clay	Doom Investments LLC	6864	\$549.12	0.234505802	0.018760464	A	opposed	Jeff Doom
24-205-330-0008-00	896 Jefferson	896 Jefferson LLC	8976	\$718.08	0.306661434	0.024532915	A	opposed	Chris Nass
24-205-332-0008-00	935 Jefferson	Hairitage Properties LLC	4183	\$334.64	0.142910514	0.011432841	A	opposed	Marjorie Carlston
24-205-367-0011-10	1147 3rd	1145 3rd Street LLC	6228	\$498.24	0.212777118	0.017022169	A	opposed	Chris Nass
24-205-367-0012-00	1137 3rd	Delores Lemke & Kim A. Lemke	4536	\$362.88	0.154970617	0.012397649	A	opposed	Delores & Kim Lemke
24-205-379-0011-00	1185 3rd	International Auto Group LLC	17820	\$1,425.60	0.60881314	0.048705051	A	opposed	Ed Pierce
24-205-555-0001-00	100 W Western	Thebo Joyce M Revocable Living Trust	16103	\$1,288.24	0.550152525	0.044012202	A	opposed	Joyce Thebo
24-205-567-0001-10	450 W Western	450 W Western LLC	7858.22	\$628.66	0.268472929	0.021477834	A	opposed	Tom Harris
24-432-000-0000-00	380 W Western	Muskegon Chamber Building LLC	15289.9	\$1,223.19	0.52237329	0.041789863	A	opposed	David TenCate
24-205-567-0001-40	500 W Western	500 W. Western Ave. LLC	9448.16	\$755.85	0.32279259	0.025823407	A	opposed	Michael Kordecki
24-205-330-0002-00	165 W Clay	165 Clay LLC	4997	\$399.76	0.170720497	0.01365764	A	opposed	Michael Kordecki
24-205-330-0008-00	896 Jefferson	896 Jefferson LLC	8976	\$718.08	0.306661434	0.024532915	A	opposed	Michael Kordecki
24-205-316-0004-00	591 W Western	NEBA LLC	3360	\$268.80	0.11479305	0.009183444	A	opposed at Comm. meeting	
24-205-323-0006-00	585 W Clay	J&J Corner Properties LCC	5247	\$419.76	0.179261647	0.014340932	A	opposed at Comm. meeting	
24-205-367-0015-00	1125 3rd	Brad Link	5805	\$464.40	0.198325493	0.015866039	A	opposed at Comm. meeting	
24-205-367-0016-00	1121 3rd	Brad Link	1584	\$126.72	0.054116724	0.004329338	A	opposed at Comm. meeting	
PORTION OF ASSESSMENT THAT WAS OPPOSED:				\$28,489.37				24.57209	PERCENT OPPOSED

COLOR KEY:

Gray highlighted:	Opposed
Green highlighted:	Mail ret'd by Post Ofc
Plain:	No cards received back = in favor

this property is contiguous to 699 W Clay
ass'mt cap lowered to \$750 after Comm. meeting
ass'mt cap lowered to \$750 after Comm. meeting

BOARD OF ASSESSORS:


Donna B. VanderVries, Assessor


Dan Rinsema-Sybenga, City Commissioner


Ken Johnson, City Commissioner

PARCEL NO.	PROPERTY ADDRESS	OWNER	SF_of_Lot	ASSESSMENT A	%_of_Assessed_Property	ass'mt based on sq ftage	CLASS	NOTES
24-205-186-0006-00	830 Pine	Easter Jones Gill	1452	\$116.16	0.049606997	0.00396856	A	Mail returned by post office
24-205-186-0007-00	840 Pine	Easter Jones Gill	2904	\$232.32	0.099213993	0.007937119	A	Mail returned by post office
24-205-187-0003-00	839 Pine	Easter Jones Gill	3960	\$316.80	0.135291809	0.010823345	A	Mail returned by post office
24-205-187-0005-00	845 Pine	Easter Jones Gill	3168	\$253.44	0.108233447	0.008658676	A	Mail returned by post office
24-205-187-0006-00	849 Pine	Easter Jones Gill	2436	\$194.88	0.083224961	0.006657997	A	Mail returned by post office
24-205-556-0001-00	149 Shoreline	Hot Rod Harley Davidson	296454.83	\$750.00	10.12826015	0.202565203	B	changed to "in favor", per F.Peterson
24-138-000-0104-00	297 W. Clay #104	Janski LLC	1261.26	\$100.90	0.043090441	0.003447235	A	
24-205-118-0013-00	8 W Walton	8 W Walton LLC	9240	\$739.20	0.315680887	0.025254471	A	
24-205-175-0001-00	111 W Western	J E Real Estate Co. LLC	27142	\$2,171.36	0.927295525	0.074183642	A	
24-205-175-0006-00	121 W Western	First General Credit Union	16005	\$1,280.40	0.546804394	0.043744352	A	
24-205-175-0010-00	790 Terrace	Jack Disselkoen	13719	\$1,097.52	0.468704123	0.03749633	A	
24-205-175-0015-00	806 Terrace	Riegler Properties LCC	3780	\$302.40	0.129142181	0.010331374	A	
24-205-175-0016-00	820 Terrace	CZM Properties LCC	11616	\$929.28	0.396855973	0.031748478	A	
24-205-175-0018-00	118 W Clay	Verizon INC	17424	\$348.48	0.595283959	0.011905679	B	
24-205-176-0001-00	860 Terrace	Frontier	82148.22	\$3,000.00	2.80656093	0.224524874	A	
24-205-186-0009-00	860 Pine	J&K Properties of W MI INC	16045	\$320.90	0.548170978	0.01096342	B	
24-205-187-0007-00	71 W Webster	Karen J. Fethke Trust	14700	\$1,176.00	0.502219594	0.040177567	A	
24-205-187-0016-00	908 Terrace	Authority Base Value	1320	\$105.60	0.04509727	0.003607782	A	
24-205-188-0004-00	928 Terrace	BK Muskegon Properties LCC	46264	\$3,000.00	1.580590971	0.126447278	A	
24-205-189-0010-00	896 Pine	Eudora B Wilson JR	3480	\$278.40	0.118892802	0.009511424	A	
24-205-310-0012-00	880 1st	AKNO Enterprises Michigan Muskegon	24831	\$1,986.48	0.848341138	0.067867291	A	
24-205-313-0005-10	435/441 W Western	PH Holding LLC	12904	\$1,032.32	0.440859975	0.035268798	A	
24-205-314-0001-10	477 W Western	475 W Western Ave. LLC	1500	\$120.00	0.051246897	0.004099752	A	
24-205-315-0003-00	545 W Western	Babbitt E C/P R Trust	13860	\$1,108.80	0.473521331	0.037881706	A	opposition card rec'd 11/25/15
24-205-315-0004-00	555 W Western	Ingalls Real Estate Acquisition LLC	11823	\$945.84	0.403928045	0.032314244	A	
24-205-315-0005-10	557 W Western	CBT Enterprises LLC	1185	\$94.80	0.040485049	0.003238804	A	
24-205-316-0001-00	587 W Western	EBEE Properties LLC	12320	\$985.60	0.42090785	0.033672628	A	
24-205-316-0005-00	593 W Western	Muskegon Lakeview Condos LLC	10920	\$873.60	0.373077412	0.029846193	A	card ret'd IN Murray Swiftney
24-205-316-0007-00	605 W Western	Western Ave LLC	3354	\$268.32	0.114588062	0.009167045	A	
24-205-316-0008-00	607 W Western	Western Ave LLC	4486	\$358.88	0.153262388	0.012260991	A	
24-205-316-0009-10	609 W Western	EMP LLC	2744	\$219.52	0.093747657	0.007499813	A	
24-205-318-0001-00	664 W Clay	MJ Downtown Properties LLC	77614	\$750.00	2.651651125	0.053033023	B	
24-205-318-0001-10	683 W Western	Grand Trunk LLC	2254	\$180.32	0.077007004	0.00616056	A	
24-205-318-0003-00	1250 9th	Linda & Leigh Strong (Port City Paint)	21120	\$422.40	0.721556314	0.014431126	B	
24-205-318-0008-00	650 W Clay	MJ Downtown Properties LLC	4800	\$96.00	0.163990071	0.003279801	B	
24-205-322-0002-00	611 W Clay	BRIMO LLC	9147.6	\$731.81	0.312524079	0.025001926	A	
24-205-322-0003-00	623 W Clay	L&K Company LLC	18388	\$1,471.04	0.628218632	0.050257491	A	
24-205-322-0005-00	639 W Clay	L&K Company LLC	17424	\$1,393.92	0.595283959	0.047622717	A	
24-205-322-0007-00	1236 8th	CMN Enterprises LLC	17424	\$348.48	0.595283959	0.011905679	B	
24-205-330-0001-00	835 Terrace	Linda & Charles Cihak	8392	\$671.36	0.286709308	0.022936745	A	
24-205-330-0010-00	136 W Webster	Nick Leisenring & Tim Updyke	17424	\$1,393.92	0.595283959	0.047622717	A	
24-205-331-0001-00	122 W Muskegon	McDonalds Corp	42125	\$3,000.00	1.4391837	0.115134696	A	
24-205-331-0001-10	877 Terrace	Fifth Third Bank	58695	\$3,000.00	2.005291092	0.160423287	A	
24-205-332-0007-20	943 Jefferson	Manuel Morales	4841	\$387.28	0.16539082	0.013231266	A	
24-205-333-0001-00	221 W Webster	Huntington Bank	92696	\$3,000.00	3.166921595	0.253353728	A	
24-205-351-0005-00	275 W Muskegon	Lemmen Pontiac & FM EQ	17424	\$1,393.92	0.595283959	0.047622717	A	

ass'mt cap lowered to \$750 after Comm. meeting

ass'mt cap lowered to \$750 after Comm. meeting

PARCEL NO.	PROPERTY ADDRESS	OWNER	SF_of_Lot	ASSESSMENT A	%_of_Assessed_Property	ass'mt based on sq ftage	CLASS		
24-205-351-0007-00	1100 3rd	Venture One Management LLC	8712	\$696.96	0.29764198	0.023811358	A		
24-205-365-0001-00	1144 3rd	Bayview Loan Servicing LLC	117612	\$3,000.00	4.018166724	0.321453338	A		
24-205-367-0001-00	1115 3rd	Pioneer Resources INC	4356	\$348.48	0.14882099	0.011905679	A		
24-205-367-0011-00	1141 3rd	Christian Aguilar	2352	\$188.16	0.080355135	0.006428411	A		
24-205-367-0013-00	1133 3rd	J&J Place LLC	4176	\$334.08	0.142671362	0.011413709	A		
24-205-367-0014-00	1129 3rd	Michael A. & Mary J. Burling	1386	\$110.88	0.047352133	0.003788171	A		
24-205-379-0001-00	1157 3rd	S&R KADO LLC	17424	\$1,393.92	0.595283959	0.047622717	A		
24-205-562-0001-00	715 Terrace	MOKA Corporation	93218.4	\$3,000.00	3.184769182	0.254781535	A		
24-205-563-0006-00	902 3rd	Hume Properties LLC	56437.31	\$3,000.00	1.92815802	0.154252642	A		
24-205-563-0008-10	372 Morris	Morris STLLC	313632	\$3,000.00	10.71511127	0.857208901	A		
24-205-563-0008-11	340 Morris	Muskegon GSA LLC	47579.91	\$3,000.00	1.625548508	0.130043881	A		
24-205-566-0009-00	428 W Western	Parkland Hudsonville LLC	11648	\$931.84	0.39794924	0.031835939	A		
24-205-566-0013-00	442 W Western	G&Z Properties LLC	2741.2	\$219.30	0.093651997	0.00749216	A		
24-205-566-0014-00	446 W Western	446 W Western Ave. LLC	4168.6	\$333.49	0.142418544	0.011393484	A		
24-205-567-0001-20	490 W Western	Port City CIO BLDG	7195.14	\$575.61	0.245819067	0.019665525	A		
24-205-567-0001-50	955 3rd	Parkland Acquisition LLC (Holiday Inn)	69696	0.00*	2.381135837	0.190490867	A	*adjacent parcel w/939; cap has been met	
24-233-000-0001-00	387 Morris Ave	Downtown Muskegon Dev Corp.	24572	\$1,965.76	0.839492507	0.067159401	A		
24-233-000-0002-00	401 Morris Ave	Downtown Muskegon Dev Corp.	24571.79	\$1,965.74	0.839485333	0.067158827	A		
24-233-000-0004-00	360 W Western	Russell Block Dev LLC	7805.11	\$624.41	0.266658447	0.021332676	A		
24-233-000-0005-00	356 W Western	Century Club Development LLC	5581.67	\$446.53	0.190695513	0.015255641	A		
24-233-000-0006-00	350 W. Western	Western Ave. Properties LLC	4889.49	\$391.16	0.167047461	0.013363797	A		
24-233-000-0007-00	351 W. Western	Downtown Muskegon Dev Corp.	21714	\$1,737.12	0.741850085	0.059348007	A		
24-233-000-0008-00	379 W Western	Sidock Properties LLC	22542	\$1,803.36	0.770138373	0.06161107	A		
24-233-000-0012-00	325 W Western	Downtown Muskegon Dev Corp.	7945.21	\$635.62	0.271444907	0.021715593	A		
24-233-000-0013-00	307 W Western	Downtown Muskegon Dev Corp.	16477.87	\$1,318.23	0.562959808	0.045036785	A		
24-233-000-0014-00	299 W Western	Downtown Muskegon Dev Corp.	8223.06	\$657.84	0.280937541	0.022475003	A		
24-233-000-0015-00	295 W Western	Downtown Muskegon Dev Corp.	8213.94	\$657.12	0.28062596	0.022450077	A		
24-233-000-0024-00	292 W Western	Downtown Muskegon Dev Corp.	42503.25	\$3,000.00	1.452106459	0.116168517	A		
24-233-000-0025-00	376 W Western	Russell Block Dev LLC	3172.95	\$253.84	0.108402562	0.008672205	A		
24-485-000-0000-00	878 Jefferson	Jefferson Professional Condominium	36432	\$2,914.56	1.244684642	0.099574771	A		
24-605-000-0001-00	939 3rd	Parkland Acquisition LLC (Holiday Inn)	67884	\$3,000.00	2.319229585	0.185538367	A		
24-792-000-0001-00	316 Morris	Hinman Lake LLC	239828	\$3,000.00	8.193627259	0.655490181	A		

TOTALS:

2927006.47

\$115,942.02

TOTAL ASSESSMENT

(contiguous property = 1 assessment)

0.08
0.02

Total estimated costs for BID district:	\$128,467.36
Total to be paid by assessments:	\$115,942.02
Remainder to be paid by City:	\$12,525.34

PROMISSORY NOTE

\$45,000

Muskegon, Michigan
_____, 2016

FOR VALUE RECEIVED, the undersigned (the “Maker”) promises to pay to the order of City of Muskegon (the “Holder”), at 933 Terrace Street, Muskegon, Michigan 49443, or at such other place as directed in writing by the Holder, the principal sum of Forty Five Thousand Dollars (\$45,000), together without interest, except that interest shall accrue from the date of this Promissory Note if payment is not made as provided below at the rate of three percent (3%) per annum on the unpaid principal balance remaining due from time to time. No provision of this Note shall require or be construed to require a payment or permit or be construed to permit the collection of interest in violation of law. If any excessive interest in violation of law is adjudicated to be provided herein, the provisions of this paragraph shall govern and the Maker shall not be obligated to pay the amount of such interest to the extent that it is in violation of the law. Instead, interest shall be the maximum allowed by law and this Note shall be deemed to be automatically modified in accordance with the terms of this paragraph. If it is adjudicated that any fee or other charge provided for herein are interest, it is agreed that to the extent of such adjudication, such interest shall be considered as interest for the life of the Note, commencing on the date of the Note and extending to the due date of the Note or any extension of such due date.

This Note shall be payable as follows: \$15,000 on June 30, 2016, \$15,000 on January 30, 2017 and \$15,000 on June 30, 2017, provided, however, that the entire balance of principal and interest shall be payable on or before June 30, 2017.

The Maker may prepay without penalty all or any portion of the principal at any time. Any prepayment shall not eliminate the obligation of the Maker to pay all subsequent installments on their normal due dates. All payments of any nature shall be applied first to accrued interest and the balance to principal.

This Note is given in conjunction with the establishment of the Business Improvement District, an entity of the City of Muskegon and in anticipation of monies being received through a special assessment being levied by the City of Muskegon. The loan will allow the Business Improvement District to begin providing services prior to receipt of monies from property owners in the Business Improvement District.

Upon any default for a failure to make any payment when due, the Holder shall provide fifteen (15) days’ written notice to the Maker of such default. If any such default remains uncured at the end of such notice period following receipt of such written notice by the Maker as described above, the Holder may declare the entire remaining balance of principal and interest to be immediately due and payable. No delay by the Holder in exercising any right hereunder shall be considered a waiver of such right.

The Maker and every endorser or guarantor hereunder (i) waive protest, presentment, demand for payment and notice of dishonor; (ii) agree that any extension of the time for any payment, reduction of any payments, acceptance by the Holder of a renewal note, or release or nonenforcement of any security, whether with or without notice, shall not release or off-set the obligations of the Maker or any guarantor or endorser.

In the event either party exercises its rights, remedies, or defenses hereunder in order to collect or attempt to collect the principal and interest due under this Note or to enforce its rights under any provision of this Note, or to defend against such an action, the non-prevailing party shall pay to the prevailing party on demand all reasonable expenses, including attorney fees and legal expenses, paid or incurred by the prevailing party with regard to such action.

CITY OF MUSKEGON BUSINESS
IMPROVEMENT DISTRICT

By:_____

Its:_____