

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN
AGENDA

WAYS AND MEANS

Hall of Justice
990 Terrace, Muskegon, MI 49442
June 6, 2013 - 4:00 p.m

James Derezinski, Chair
Charles Nash, Vice-Chair

-
1. Call to Order
 2. Roll Call
 3. Approval of the Minutes of the May 21, 2013
 4. Public Comment (on an agenda item)
 5. Items for Consideration
 - WM13/06 – 54 (Administration) Approve Accounts Payable
 - WM13/06 – 55 (Administration) Accept the Bid Proposal of Driesenga Associates for Site Surveys for Hall of Justice and South Campus Property
 - WM13/06 – 56 (Airport) Approve One-Year Lease with Safecutters, Inc., for Office Space at the Airport Administration Building
 - WM13/06 – 57 (Airport) Approve One-Year Lease with Bodywise Clinical Massage, LLC, for Office Space at the Airport Administration Building
 - WM13/06 – 58 (Finance & Management) Approve Operating Levies for Lakeshore Museum Center, Department of Veteran's Affairs, Muskegon County Central Dispatch, Debt Repayment Levy for the Quality of Life Bond and authorize the Muskegon County Clerk and Board Chair to Sign the Associated Forms to be Submitted to the State of Michigan
 - WM13/06 – 59 (Human Resources) Approve the Summer Tax Collection Bond with Hartford Insurance Company

Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to **two (2) minutes** for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.

Ways and Means Committee Meeting
Agenda
June 6, 2013
Page Two

6. Old Business
7. New Business
8. Public Comment (on a new topic)
9. Adjournment

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hour notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street Muskegon, MI 49442 (231) 724-6520

**Muskegon County
Ways & Means Committee
May 21, 2013
4:00 p.m.
Hall of Justice
990 Terrace
Muskegon, MI**

James Derezinski, Chair

Charles Nash, Vice-Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Derezinski at 4:02 p.m.

ROLL CALL

Present: Benjamin Cross, James Derezinski, Marvin Engle, Susie Hughes, Kenneth Mahoney, Charles Nash, Terry Sabo, Robert Scolnik, Rillastine Wilkins

APPROVAL OF MINUTES

It was moved by Nash, supported by Cross, to approve the regular session and closed session minutes of the May 2, 2013, meeting as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

- WM13/05 – 42 It was moved by Hughes, supported by Cross, to approve payment of the accounts payable of \$21,499,752.34 covering the period of April 27, 2013 through May 14, 2013 as presented by the County Clerk. Motion carried.
- WM13/05 – 43 It was moved by Mahoney, supported by Scolnik, to authorize the Chairman of the Board to sign the Buy/Sell agreement for the property listed at 902 Pine Street, Muskegon, MI at a cost of \$8,250.00 and to pay for the property utilizing the General Fund. Motion carried.
- WM13/05 – 44 It was moved by Mahoney, supported by Wilkins, to approve the write-off of the past due account of the Revolving Loan Fund-EDC for Gold Shield Shuttle Service, L.L.C., in the amount of \$71,495.35 in compliance with the Community Development Block Grant requirements. Motion carried.

- WM13/05 – 45 It was moved by Hughes, supported by Mahoney, to approve the write-off of the past due account of Brookhaven Medical Care Facility for J.C. Owens in the amount of \$12,133.51. Motion carried.
- WM13/05 – 46 It was moved by Wilkins, supported by Mahoney, to approve the write-off of the past due accounts of the Convention and Visitors Bureau for Executive Suites (Super 8), in the amount of \$6,500.00, and Mona Lake Inn (Days Inn), in the amount of \$5,000.00. Motion carried.
- WM13/05 – 47 It was moved by Hughes, supported by Cross, to adopt the revised policy #2007-512 Responsible Engineering and Construction Contracting as presented. Motion carried.
- WM13/05 – 48 It was moved by Hughes, supported by Cross, to accept one AmeriCorps member through the Muskegon Community Health Project to assist the Public Health Department in several activities related to the implementation of the Lead Hazard Reduction Program in Muskegon County and to pay the Muskegon Community Health Project \$11,136 for the stipend to be reimbursed by the HUD Lead Grant and to authorize the Chairman of the County Board of Commissioners to sign the agreements with the Muskegon Community Health Project and any additional agreements with the Department of Housing and Urban Development, that it might require. Motion carried.
- WM13/05 – 49 It was moved by Hughes, supported by Sabo, to accept the funding in the amount of \$37,500 from the Michigan Department of Natural Resources Trust Fund with a match of \$12,500 and authorize the Chairman of the County Board of Commissioners to sign the grant agreement and all other documents required for the completion of the project and to solicit bids for the playground equipment and the engineering services that are required as part of the grant agreement; further move to authorize the Chairman of the Public Works Board and the Chairman of the County Board of Commissioners to sign the Solid Waste Fund Loan Agreement to pay for the match. Motion carried.
- WM13/05 – 50 It was moved by Cross, supported by Mahoney, to approve the Truth in Taxation public hearing schedule and to adopt the resolution setting June 11, 2013 as the date for the Truth in Taxation public hearing for the purpose of discussing and receiving testimony regarding the proposed tentative levy of 5.6984 mills for Muskegon County general operating in July 2013, the proposed tentative levy of 0.3221 mills for Lakeshore Museum Center operating in December 2013, the

proposed tentative levy of 0.0752 mills for Department of Veterans Affairs operating in December 2013, the proposed tentative levy of 0.3000 mills for the Muskegon County Central Dispatch operating in December 2013 and the proposed tentative levy of 0.3000 mills for Quality of Life Bond repayment in December 2013. Motion carried.

WM13/05 – 51 It was moved by Hughes, supported by Wilkins, to authorize Finance and Management Services/Purchasing Office to sell County surplus vehicles through the sealed quotation process. Motion carried.

WM13/05 – 52 It was moved by Hughes, supported by Cross, to accept the JJTCC recommendation to accept the location change for the new Jail to the Hall of Justice parking lot directly in front of the existing jail and renovate the existing jail into Sheriff's Administration space. Motion carried.

WM13/05 – 53 It was moved by Hughes, supported by Sabo, to authorize Joseph Bader, Muskegon County Prosecutor Trial Lawyer, to purchase five (5) years of MERS generic service credit at a cost of \$133,149.00 as provided by the MERS Plan Document and in keeping with the County policy regarding purchase of generic service credit with 100 percent of the total actuarial cost being paid by the employee. Motion carried.

OLD BUSINESS

Commissioner Hughes thanked Ms. Hammersley, County Administrator, for her always informative monthly reports. She also discussed the Juvenile Transition Center (JTC) monthly report and average bed usage days. Ms. Hammersley noted the new JTC will include "flexible" beds to allow for treatment, gender issues, etc.

Commissioner Sabo discussed the possible relocation of the Police Memorial currently located on the front lawn of the HOJ. Possible location discussed was the proposed atrium of the new jail.

Commissioner Scolnik questioned the accounts payables that was approved previously as it was higher than in previous months. Mr. Heath Kaplan, Finance and Management Services Director, noted the accounts payables will now include wire transactions and P-Card transactions as recommended by the auditors.

Commissioner Derezinski requested a continuing contract between the County of Muskegon and ABATE for use of the Carpenters Brother's property during Bike Time. He noted the ABATE organization would again sponsor a motorcycle for the Sheriff's Department as part of this agreement. Corporate Counsel was directed to prepare an agreement for Board consideration.

NEW BUSINESS

Commissioner Hughes discussed recent contact she has had with a constituent regarding the Medical Examiner in that death certificates are not being released timely. She suggested a review of the Medical Examiner's office prior to contract renewal.

PUBLIC COMMENT (On a new topic)

None.

ADJOURNMENT

There being no further business to come before the Ways & Means Committee, the meeting adjourned at 4:41 p.m.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means		BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Administration	COMMITTEE DATE June 6, 2013	REQUESTOR SIGNATURE Bonnie Hammersley	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES) Accounts payable - already distributed.			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES) I move to approve payment of the accounts payable of \$3,402,072.10 covering the period of May 15, 2013 through May 31, 2013, as presented by the County Clerk.			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> <i>Recommend Approval</i>	
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u> <i>approval</i>	
AGENDA DATE: <i>6/6/13</i>	AGENDA NO.: <i>WM13/06-54</i>	BOARD DATE: <i>6/11/13</i>	PAGE NO.

RECAP
FOR ACCOUNTS PAYABLE

Total checks issued	05/15/13	through	05/31/13	\$ 3,290,557.11
Total P-Card Purchases	04/01/13	through	04/30/13	\$ 111,514.99
Total Electronic Fund Transfers	05/01/13	through	05/31/13	<u>0.00</u>
TOTAL ACCOUNTS PAYABLE				<u>\$ 3,402,072.10</u>

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means		BUDGETED NON-BUDGETED PARTIALLY BUDGETED		
REQUESTING DEPARTMENT Administration	COMMITTEE DATE June 6, 2013	REQUESTOR SIGNATURE 		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
The Muskegon County Purchasing Department, in conjunction with GMB Architecture & Engineering, requested bids for site surveying services for the Jail and Juvenile Transition Center. Two bids were received. Upon review of bids received and conference with Granger, GMB Architecture & Engineering recommends Driesenga & Associates, Inc.				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
Move to accept the bid proposal of Driesenga Associates for site surveys of the Muskegon County Hall of Justice property and the Muskegon County South Campus property.				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u> 		
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee:				
				Date
AGENDA DATE: 6/6/13	AGENDA NO.: WM13/06-55	BOARD DATE: 6/11/13	PAGE NO.	

March 24, 2013

County of Muskegon

Michael E. Kobza Hall of Justice
990 Terrace Street
Muskegon, MI 49442

RE: Muskegon County Bid Summary

We recommend that Muskegon County accept the proposal from Driesenga Associates based on their lowest overall qualified bid meeting the requirements of the proposal. GMB has completed successful projects with Driesenga Associates and is confident in their ability to perform this work.

Description of work:

The work covered in this bid includes site surveys of the Muskegon County Hall of Justice property and the Muskegon County South Campus Complex. The site surveys will identify legal boundaries, setbacks, topography, utilities, utility easements etc. for use in locating and construction of the new County Jail facility and Juvenile Transition Center facility. This work is necessary for the project and prompt approval is required to keep the project on schedule.

We have conferred with Granger, Muskegon County's Construction manager for this project, and they have no objection. Additionally, Driesenga Associates has previously performed this type of work successfully for the county.

Sincerely,

GMB ARCHITECTURE + ENGINEERING



Brad Heeres, PE, LEED AP
Vice President

GMB ARCHITECTURE + ENGINEERING

85 EAST EIGHTH STREET, STE 200, HOLLAND MI 49423 / 2025 EAST BELTLINE SE, STE 308, GRAND RAPIDS MI 49546
P 616.796.0200 / F 616.796.0201 / E info@gmb.com / www.gmb.com

MUSKEGON COUNTY BID SUMMARY

Commodity Number: 907-42; 907-79; 909-76

Bid: RFB 13-2074

Department: Administration / GMB A + E
For Jail and Juvenile Transition Center

Release Date: 05/02/13

Opening Date: 05/09/13

Product / Service: Site Surveying Services

****MTN Solicitation Statistics****

Vendors Received Notice: 394

Vendors Accessed Attachments: 20

Bids Received: 2

No-Bid Form Received: 1

Vendor Name & Address	Base Bid Includes \$2,500 Allowance	Alternate #1 Soil Borings Survey	Alternate #2 On-Site Survey - Jail	Alternate #3 On-Site Survey - JTC	Alternate #4 As-Built Survey	Comments
Driesenga & Associates, Inc. 455 East 8th Street, Ste 100 Holland, MI 49423	\$24,950.00	\$790.00 Add'l Borings @ \$45.00 Less Borings @ (\$45.00)	\$2,450.00	\$2,450.00	\$2,500.00	Delivery 30 Days for 1st Site; 21 Days per Site After That. Mileage, Wood Lath and Stakes, Irons & Concrete Monuments Not Included in Pricing.
ROWE Professional Services Company 127 S. Main Street Mt. Pleasant, MI 48858	\$73,325.00	\$2,050.00 Add'l Borings @ \$1,500.00/Day Less Borings @ (\$45.00)	\$6,200.00	\$6,200.00	\$25,800.00	Delivery 3 Months from Notice to Proceed.
Estimated Cost \$22,500.00 No Advertisement in Local Paper No Bid - Frein & Newhof						

Department Recommendation:

Driesenga & Associates, Inc.

Base Bid and Alternates #1, #2, #3, #4

For \$33,140.00

Name of Witness: Tina Nash

Name of Buyer: Christine R. Johnson

Finance & Management Services Director Name: Heath Kaplan

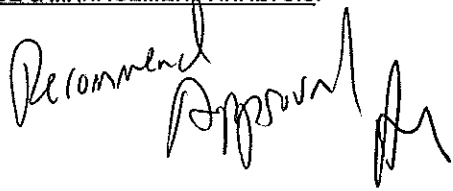

Signature: 

Vendor Awarded: _____

Board Approval Date: _____

Purchase Order Number: _____

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE WAYS AND MEANS		BUDGETED <input checked="" type="checkbox"/>	NON-BUDGETED <input type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT AIRPORT	COMMITTEE DATE 06/06/13	REQUESTOR SIGNATURE ROBERT LUKENS		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>This item seeks approval of a one-year lease between Safecutters, Inc. and the County for space in the Airport Administration building. A total of 299 square feet will be rented at the annual rate of \$4,200 (\$350/month).</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>Move to approve a one-year lease in the amount of \$4,200 between Safecutters, Inc. and the County of Muskegon for 299 square feet of office space in the Airport Administration building.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>		
				
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
Concur T. Williams				
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee				
<div style="border: 1px solid black; width: 150px; height: 20px; margin: auto;"></div>				
AGENDA DATE: 06/06/13	AGENDA NO.: Wm13/06-56	BOARD DATE: 06/11/13	PAGE NO.	

OFFICE LEASE AGREEMENT

BETWEEN

COUNTY OF MUSKEGON

- AND -

SAFECUTTERS, INC.

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OFFICE LEASE AGREEMENT

Agreement made as of this 11th day of June 2013, by and between the County of Muskegon, hereinafter called LESSOR, and Safecutters, Inc., 800 East Ellis Road, Muskegon, MI 49441, hereinafter called LESSEE.

RECITALS:

Lessor operates the Muskegon County Airport, (hereinafter referred to as "Airport"), situated in the City of Norton Shores, County of Muskegon, State of Michigan; and,

Lessee operates an internet sales business and Lessee has need of office space in the lakeshore area; and

Lessor has an administrative office building situated on Airport property which it has authority to lease; and

The parties hereto desire to enter a lease for the use of such premises and facilities at the airport, as more fully described hereafter;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Lessor and Lessee do hereby mutually undertake, promise and agree, each for itself, as follows:

1. General Agreement. Lessor hereby agrees to lease to Lessee a portion of a an approximately 2,250 square foot airport administrative office building situated on Airport property, at 99 Sinclair Drive, which leased area of building is more particularly described as a portion of the southwest end of

such building, consisting of approximately 299 square feet, more or less, such leased premises more particularly described as Space 2 and Space 3 in the attached Exhibit A.

2. Term of Agreement. The term of this Agreement shall be for a period of one (1) year, which term shall be deemed to have commenced as of June 11, 2013, and such term continuing thereafter until termination on May 31, 2014.
3. Rental. The rental for the first twelve months to be paid by Lessee shall be Four Thousand Two Hundred and 00/100ths Dollars (\$4,200.00) payable Three Hundred Fifty and 00/100ths Dollars (\$350.00), in advance, on the first day of each month thereafter.

The rental for any subsequent twelve months to be paid by Lessee shall be the same as for the first twelve months, payable in the same manner, subject to an annual upward adjustment based upon consumer price index; provided, however, such increase shall not be less than two percent (2%) per year nor more than five percent (5%). Its consumer price index increase shall be calculated during the month prior to the commencement of the second year. Lessee shall pay, as a late payment charge, a sum equal to one (1%) percent per month on all sums not paid when the same become due and payable to Lessor, said charge to commence accruing from and after said sums become due.

4. Use of Premises.

- A. General Use: It is understood and agreed that Lessee is leasing the described premises for an administrative office and that uses contemplated under this Agreement include general office activities including client visits. Lessee agrees to undertake no other use of rented property without the express written approval of Lessor. Lessee agrees to comply with and observe all laws, ordinances, rules and regulations of all public authorities relating to the use of the leased premises.
- B. Restrictions on Use: Lessee acknowledges and agrees that Lessor for security and other operational considerations expressly reserves the right to adopt and/or implement reasonable policies, procedures, guidelines, rules, regulations and/or ordinances from time to time which may impact upon Lessee business or activities. Provided, further, Lessor expressly reserves, with Lessee's consent, the right to impose reasonable limitations on Lessee's use of leased premises and to restrict access to public areas during reasonable periods prior to, during and after such special events as the Muskegon Air Fair.
- C. Lessee shall be entitled to use of a reasonable number of parking spaces in adjacent parking lot for its customers and employees.

5. Improvements and Maintenance Responsibilities. Lessee acknowledges that

it has inspected the premises and knows its condition and agrees that the leased premises are presently in satisfactory condition. Lessor shall maintain exterior walls, roof, exterior doors and mechanical systems during the term of this Lease, except that Lessor shall have no responsibility to repair the building or facility if damage or injury are results from the acts or omissions of Lessee, which repair shall be promptly made by Lessee at Lessee's expense.

Lessee shall maintain the interior of the premises, including walls, ceiling, windows and floors, and shall maintain the surrounding outside area in a clean condition free of debris and refuse, excepting Lessor shall be responsible for maintenance of common use restrooms, hallway and vestibule.

Lessor shall be responsible for ice and snow removal from the areas on or about the leased premises, including ways of pedestrian and vehicular traffic and parking areas.

Lessee shall be responsible for any improvements to leased premises necessary to make them satisfactory for Lessee's use including but not limited to painting, carpeting and partition removal or installation.

6. Utility Service. Lessor agrees that it will make payment for gas, sewer, and water, on the lease premises during the term of this lease. Lessee shall be responsible for payment of its own electrical, billed by Airport, and

telephone service charges.

7. Signage. Lessee shall be permitted to erect at its expense a professionally manufactured sign identifying its business adjacent to the building front entrance and inside door. The type, size, design and specific location of said sign shall be submitted to Lessor for approval, such approval not to be unreasonably withheld.
8. Waste. Lessee shall commit no waste to these premises and shall keep the lease premises in good condition and repair, normal wear and tear excepted.
9. Environmental Hazards. Lessee shall not use, store, generate, treat or dispose on the demised premises any hazardous or flammable substances, including gasoline, kerosene or naphthas, without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. For the purposes of this section, the term "hazardous substance" means any substance the manufacture, use, treatment, storage, transportation or disposal of which is regulated by any law having as its object the protection of public health, natural resources, or the environment, including by way of illustration only and not as a limitation, the Resource Conservation and Recovery Act; the Comprehensive and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Michigan Water Resources Commission Act.
10. Quiet Enjoyment. If Lessee pays the rent when due and performs all the

other agreements on his part to be performed hereunder, Lessor agrees that Lessee shall have peaceful and quiet enjoyment of the lease premises during the term of this Agreement.

11. Assignment and Subletting. This Lease nor the leased premises, or any part thereof, may not be assigned or sublet by Lessee without the prior written consent of Lessor.
12. Destruction of Building. In the event lease premises are partially damaged or destroyed or rendered partially unfit for intended use due to fire, windstorm or other casualty, rent shall abate equitably in such proportion as a part of the premises as destroyed or rendered unfit for use bears to the total lease premises herein demised. Further, in the event of any such partial or total destruction of property, under no circumstances shall Lessor be liable to Lessee for any injury or damage resulting from such casualty or loss of property.
13. Public Liability and Indemnity.
 - A. Public Liability Insurance: Lessee shall obtain and maintain continuously in effect at all times during the term hereof, at Lessee's sole expense, general liability insurance protecting the Lessor against liability which may accrue against Lessor by reason of Lessee's wrongful or negligent conduct incident to the use of the leased premises or resulting from its conduct of business. Such insurance

shall provide minimum liability limits to \$500,000.00 for person injury to or death of any one person in any one accident, \$1,000,000.00 for personal injury to or death of any two or more persons in any one accident, and \$100,000.00 for damage to property in any one accident, and shall name the Lessor as additional insured thereunder. Lessee shall provide certificates evidencing all such insurance to Lessor.

B. Indemnification: Lessee agrees that it will exonerate, save harmless, protect and indemnify Lessor from and against any and all loss, damages, claims, suits or actions, judgments and costs, which may arise or grow out of any injury to, or death of, any person or persons and/or damage to property caused by, arising from, or in any manner connected with the exercise of any right or privilege granted or conferred hereby, whether sustained by the Lessee or Lessor, their representatives, agents, employees or invitees, or any other person or corporation which seeks to hold the Lessor liable.

14. Subrogation. Lessor shall not be liable for damage to property or business or Lessee in or on the lease premises resulting from any perils covered by fire and extended coverage insurance, but which would be covered if such insurance were in force, and Lessee agrees not to sue for such damages and that every applicable policy of insurance will contain or be endorsed with

the standard waiver of subrogation form.

15. Holdover Tenancy. Lessee shall remain in possession following the end of the term of this Lease, and any renewal term shall be by month to month only unless the parties otherwise agree in writing.
16. Default. This Lease is made upon the condition that Lessee shall perform all covenants and agreements herein set forth, and if at any time, rent, or other payments due hereunder become in arrears and unpaid for a period of sixty (60) days or after receipt of notice of default, or if any of the agreements aforesaid are not performed by Lessee within the period of sixty (60) days after notice of default in performance, Lessor may, at his election, enter the lease premises and take immediate possession thereof. Notwithstanding any other provision to the contrary, Lessee shall be responsible for payment of rentals during the entire term of this Lease.
17. Notice. Any notice, reports or statements required to be given hereunder shall be given by certified United States mail, return receipt requested, addressed to the party to be notified at the address shown on the first page of this Agreement.
18. Amendment. Terms of this Lease Agreement may be altered or amended only by written agreement signed by Lessor and Lessee.
19. Cancellation. Notwithstanding anything herein to the contrary, Lessee or Lessor may elect to cancel this Lease at any time effective upon the

providing of ninety (90) days written notice, but only in order to facilitate a physical relocation of Lessee facilities to an alternate Muskegon County location.

IN WITNESS WHEREOF, the Lessor has caused these presents to be executed by the Chairman of said County of Muskegon, and the Lessee by its President, all as of the day and year first above written.

EXECUTED IN THE PRESENCE OF: COUNTY OF MUSKEGON

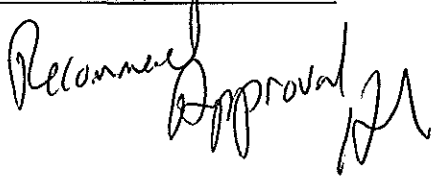

_____ By: _____
Kenneth Mahoney
Chairman
Muskegon County Board of Commissioners

EXECUTED IN THE PRESENCE OF: SAFECUTTERS, INC.

_____ By: _____
Tom Fri
Owner

05/29/13
Contracts\Safecutters

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE WAYS AND MEANS		BUDGETED <input checked="" type="checkbox"/>	NON-BUDGETED <input type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT AIRPORT		COMMITTEE DATE 06/06/13	REQUESTOR SIGNATURE ROBERT LUKENS	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>This item seeks approval of a one-year lease between Bodywise Clinical Massage, LLC and the County for space in the Airport Administration building. A total of 208 square feet will be rented at the annual rate of \$2,916 (\$243/month).</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>Move to approve a one-year lease in the amount of \$2,916 between Bodywise Clinical Massage, LLC and the County for 208 square feet of office space in the Airport Administration building.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
HUMAN RESOURCES ANALYSIS:		FINANCE & MANAGEMENT ANALYSIS:		
				
CORPORATE COUNSEL ANALYSIS:		ADMINISTRATOR RECOMMENDATION:		
Concur T. Williams				
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee				N/A
AGENDA DATE: 06/06/13	AGENDA NO.: Wm 13/06-57	BOARD DATE: 06/11/13	PAGE NO.	

OFFICE LEASE AGREEMENT

BETWEEN

COUNTY OF MUSKEGON

- AND -

BODYWISE CLINICAL MASSAGE, LLC

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OFFICE LEASE AGREEMENT

Agreement made as of this 11th day of June 2013, by and between the County of Muskegon, hereinafter called LESSOR, and Bodywise Clinical Massage, LLC, 15824 Prospect Pointe, Spring Lake, MI 49456, hereinafter called LESSEE.

RECITALS:

Lessor operates the Muskegon County Airport, (hereinafter referred to as "Airport"), situated in the City of Norton Shores, County of Muskegon, State of Michigan; and,

Lessee operates a massage therapy business and Lessee has need of office space in the lakeshore area; and

Lessor has an administrative office building situated on Airport property which it has authority to lease; and

The parties hereto desire to enter a lease for the use of such premises and facilities at the airport, as more fully described hereafter;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Lessor and Lessee do hereby mutually undertake, promise and agree, each for itself, as follows:

1. General Agreement. Lessor hereby agrees to lease to Lessee a portion of an approximately 2,250 square foot airport administrative office building situated on Airport property, at 99 Sinclair Drive, which leased area of building is more particularly described as a portion of the southwest end of

such building, consisting of approximately 208 square feet, more or less, such leased premises more particularly described in the attached Exhibit A.

2. Term of Agreement. The term of this Agreement shall be for a period of one (1) year, which term shall be deemed to have commenced as of June 11, 2013, and such term continuing thereafter until termination on May 31, 2014.
3. Rental. The rental for the first twelve months to be paid by Lessee shall be Two Thousand Nine Hundred Sixteen and 00/100ths Dollars (\$2,916.00) payable Two Hundred Forty-Three and 00/100ths Dollars (\$243.00), in advance, on the first day of each month thereafter.

The rental for any subsequent twelve months to be paid by Lessee shall be the same as for the first twelve months, payable in the same manner, subject to an annual upward adjustment based upon consumer price index; provided, however, such increase shall not be less than two percent (2%) per year nor more than five percent (5%). Its consumer price index increase shall be calculated during the month prior to the commencement of the second year.

Lessee shall pay, as a late payment charge, a sum equal to one (1%) percent per month on all sums not paid when the same become due and payable to Lessor, said charge to commence accruing from and after said sums become due.

4. Use of Premises.

- A. General Use: It is understood and agreed that Lessee is leasing the described premises for an administrative office and that uses contemplated under this Agreement include general office activities including client visits. Lessee agrees to undertake no other use of rented property without the express written approval of Lessor. Lessee agrees to comply with and observe all laws, ordinances, rules and regulations of all public authorities relating to the use of the leased premises.
- B. Restrictions on Use: Lessee acknowledges and agrees that Lessor for security and other operational considerations expressly reserves the right to adopt and/or implement reasonable policies, procedures, guidelines, rules, regulations and/or ordinances from time to time which may impact upon Lessee business or activities. Provided, further, Lessor expressly reserves, with Lessee's consent, the right to impose reasonable limitations on Lessee's use of leased premises and to restrict access to public areas during reasonable periods prior to, during and after such special events as the Muskegon Air Fair.
- C. Lessee shall be entitled to use of a reasonable number of parking spaces in adjacent parking lot for its customers and employees.

5. Improvements and Maintenance Responsibilities. Lessee acknowledges that

it has inspected the premises and knows its condition and agrees that the leased premises are presently in satisfactory condition. Lessor shall maintain exterior walls, roof, exterior doors and mechanical systems during the term of this Lease, except that Lessor shall have no responsibility to repair the building or facility if damage or injury are results from the acts or omissions of Lessee, which repair shall be promptly made by Lessee at Lessee's expense.

Lessee shall maintain the interior of the premises, including walls, ceiling, windows and floors, and shall maintain the surrounding outside area in a clean condition free of debris and refuse, excepting Lessor shall be responsible for maintenance of common use restrooms, hallway and vestibule.

Lessor shall be responsible for ice and snow removal from the areas on or about the leased premises, including ways of pedestrian and vehicular traffic and parking areas.

Lessee shall be responsible for any improvements to leased premises necessary to make them satisfactory for Lessee's use including but not limited to painting, carpeting and partition removal or installation.

6. Utility Service. Lessor agrees that it will make payment for gas, sewer, and water, on the lease premises during the term of this lease. Lessee shall be responsible for payment of its own electrical, billed by Airport, and

telephone service charges.

7. Signage. Lessee shall be permitted to erect at its expense a professionally manufactured sign identifying its business adjacent to the building front entrance and inside door. The type, size, design and specific location of said sign shall be submitted to Lessor for approval, such approval not to be unreasonably withheld.
8. Waste. Lessee shall commit no waste to these premises and shall keep the lease premises in good condition and repair, normal wear and tear excepted.
9. Environmental Hazards. Lessee shall not use, store, generate, treat or dispose on the demised premises any hazardous or flammable substances, including gasoline, kerosene or naphthas, without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. For the purposes of this section, the term "hazardous substance" means any substance the manufacture, use, treatment, storage, transportation or disposal of which is regulated by any law having as its object the protection of public health, natural resources, or the environment, including by way of illustration only and not as a limitation, the Resource Conservation and Recovery Act; the Comprehensive and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Michigan Water Resources Commission Act.
10. Quiet Enjoyment. If Lessee pays the rent when due and performs all the

other agreements on his part to be performed hereunder, Lessor agrees that Lessee shall have peaceful and quiet enjoyment of the lease premises during the term of this Agreement.

11. Assignment and Subletting. This Lease nor the leased premises, or any part thereof, may not be assigned or sublet by Lessee without the prior written consent of Lessor.
12. Destruction of Building. In the event lease premises are partially damaged or destroyed or rendered partially unfit for intended use due to fire, windstorm or other casualty, rent shall abate equitably in such proportion as a part of the premises as destroyed or rendered unfit for use bears to the total lease premises herein demised. Further, in the event of any such partial or total destruction of property, under no circumstances shall Lessor be liable to Lessee for any injury or damage resulting from such casualty or loss of property.
13. Public Liability and Indemnity.
 - A. Public Liability Insurance: Lessee shall obtain and maintain continuously in effect at all times during the term hereof, at Lessee's sole expense, general liability insurance protecting the Lessor against liability which may accrue against Lessor by reason of Lessee's wrongful or negligent conduct incident to the use of the leased premises or resulting from its conduct of business. Such insurance

shall provide minimum liability limits to \$500,000.00 for person injury to or death of any one person in any one accident, \$1,000,000.00 for personal injury to or death of any two or more persons in any one accident, and \$100,000.00 for damage to property in any one accident, and shall name the Lessor as additional insured thereunder. Lessee shall provide certificates evidencing all such insurance to Lessor.

B. Indemnification: Lessee agrees that it will exonerate, save harmless, protect and indemnify Lessor from and against any and all loss, damages, claims, suits or actions, judgments and costs, which may arise or grow out of any injury to, or death of, any person or persons and/or damage to property caused by, arising from, or in any manner connected with the exercise of any right or privilege granted or conferred hereby, whether sustained by the Lessee or Lessor, their representatives, agents, employees or invitees, or any other person or corporation which seeks to hold the Lessor liable.

14. Subrogation. Lessor shall not be liable for damage to property or business or Lessee in or on the lease premises resulting from any perils covered by fire and extended coverage insurance, but which would be covered if such insurance were in force, and Lessee agrees not to sue for such damages and that every applicable policy of insurance will contain or be endorsed with

the standard waiver of subrogation form.

15. Holdover Tenancy. Lessee shall remain in possession following the end of the term of this Lease, and any renewal term shall be by month to month only unless the parties otherwise agree in writing.
16. Default. This Lease is made upon the condition that Lessee shall perform all covenants and agreements herein set forth, and if at any time, rent, or other payments due hereunder become in arrears and unpaid for a period of sixty (60) days or after receipt of notice of default, or if any of the agreements aforesaid are not performed by Lessee within the period of sixty (60) days after notice of default in performance, Lessor may, at his election, enter the lease premises and take immediate possession thereof. Notwithstanding any other provision to the contrary, Lessee shall be responsible for payment of rentals during the entire term of this Lease.
17. Notice. Any notice, reports or statements required to be given hereunder shall be given by certified United States mail, return receipt requested, addressed to the party to be notified at the address shown on the first page of this Agreement.
18. Amendment. Terms of this Lease Agreement may be altered or amended only by written agreement signed by Lessor and Lessee.
19. Cancellation. Notwithstanding anything herein to the contrary, Lessee or Lessor may elect to cancel this Lease at any time effective upon the

providing of ninety (90) days written notice, but only in order to facilitate a physical relocation of Lessee facilities to an alternate Muskegon County location.

IN WITNESS WHEREOF, the Lessor has caused these presents to be executed by the Chairman of said County of Muskegon, and the Lessee by its President, all as of the day and year first above written.

EXECUTED IN THE PRESENCE OF: COUNTY OF MUSKEGON

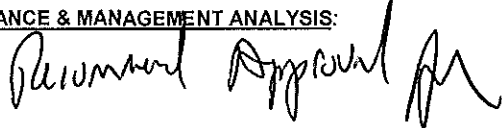
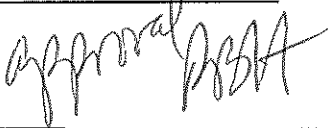
_____ By: _____
Kenneth Mahoney
Chairman
Muskegon County Board of Commissioners

EXECUTED IN THE PRESENCE OF: BODYWISE CLINICAL MASSAGE, LLC

_____ By: _____
Laura Fri
Owner

05/29/13
Contracts\BCM

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means	BUDGETED X	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Finance & Management	COMMITTEE DATE 06-06-13	REQUESTOR SIGNATURE Heath Kaplan	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>The Truth In Taxation public hearing has been set for June 11, 2013 at 4:00 PM at the Muskegon County Hall of Justice, 4th floor Board of Commissioners room. Per MCL, Section 211.24e ("Truth In Taxation") the public hearing is to receive testimony and to discuss the proposed operating millage rates for Muskegon County, the Lakeshore Museum Center, the Muskegon County Department of Veteran's Affairs and Muskegon County Central Dispatch. Although the current proposed operating millage rates for the above organizations are the same millage rates that were last levied, state law requires the holding of a public hearing and the approval of the proposed millage rates by the Muskegon County Board of Commissioners in that it normally causes an increase in property tax revenues (as compared to last year's property tax revenues) effectively resulting from the increase in cumulative taxable valuations. This typical increase in revenues resulting from the increase in cumulative taxable valuations is allowed (if approved by the Board of Commissioners) as long as the anticipated increase in revenue does not exceed the established rate of inflation. However, noteworthy for this year's Muskegon County calculations required for Truth In Taxation purposes, the Base Tax Rate Fraction (Truth In Taxation fraction) is greater than 1.0000 (due to the reported decrease in 2013 taxable valuations) so in effect, there is no inflationary increase to approve. However, the Truth In Taxation Law also requires that the Convention Facility Tax ("Liquor Tax") and Cigarette Tax revenues, estimated at \$1,211,251 for FY2013, be expressed in mills (0.2862) and be used to reduce the Muskegon County operating millage rate unless the Truth In Taxation public hearing is held and the Board of Commissioners approves the use of these monies for their intended purposes (Liquor Tax – 50% Substance Abuse Prevention programs and 50% general fund / Cigarette Tax – 12/17 for Health Dept. Prevention programs and 5/17 for Juvenile Court operating costs).</p> <p>This motion requests approval of the proposed operating millage rates for Muskegon County, the Lakeshore Museum Center, the Muskegon County Department of Veteran's Affairs and Muskegon County Central Dispatch after the completion of the Truth In Taxation public hearing on June 11, 2013. It also requests the approval of the proposed annual levy of the "Quality of Life" bond debt repayment millage rate, which was voter approved and is therefore not subject to the Truth In Taxation requirements.</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
<p>I move to approve the operating levy of 5.6984 mills for Muskegon County to be levied in July 2013, the operating levy of 0.3221 mills for the Lakeshore Museum Center to be levied in December 2013, the operating levy of 0.0752 mills for the Department of Veteran's Affairs to be levied in December 2013, the operating levy of 0.3000 mills for Muskegon County Central Dispatch to be levied in December 2013 and the debt repayment levy of 0.3000 mills for the Quality of Life bond issuance to be levied in December 2013 and to authorize the Muskegon County Clerk and the Chair of the Muskegon County Board of Commissioners to sign the associated forms required by the State of Michigan which will be submitted to the State of Michigan by the Muskegon County Equalization Department.</p>			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
HUMAN RESOURCES ANALYSIS:	FINANCE & MANAGEMENT ANALYSIS: 		
CORPORATE COUNSEL ANALYSIS:	ADMINISTRATOR RECOMMENDATION: 		
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee			
-NA-			
AGENDA DATE: 6/16/13	AGENDA NO.: WM13/06-58	BOARD DATE: 6/11/13	PAGE NO.

MUSKEGON COUNTY EQUALIZATION DEPARTMENT

L-4034 (Rev. 4-95)

**2013 MILLAGE REDUCTION FRACTION CALCULATIONS WORKSHEET
excluding Renaissance Parcels and Senior / Disable Family Housing PILOTS**

Michigan Department of Treasury

County: MUSKEGON	Taxing Jurisdiction:	COUNTY OF MUSKEGON
2012 Total Taxable Value	(TV)	4,306,771,686
2012 Losses		64,276,652
2013 Additions		112,918,022
2013 Total Taxable Value Based on SEV	(TV SEV)	4,231,738,358
2013 Total Taxable Value Based on Assessed Value	(TV AV)	4,231,738,358
2013 Total Taxable Value Based on County Equalized Value	(TV CEV)	4,231,738,358
2013 Inflation Rate	(IR)	2.40%

1. Section 211.34d, MCL, "Headlee" (for each unit of local government).
A Millage reduction fraction shall not exceed 1.0000 MCL 211.34d(7)

(2012 Total Taxable Value - Losses)	x	Inflation Rate	=		
4,306,771,686 - 64,276,652	x	1.024	=	4,344,314,915	<u>1.0547</u>
4,231,738,358 - 112,918,022			=	4,118,820,336	2013 Millage Reduction Fraction (Headlee)
(2013 Total TV - Additions)					

- 2a. Section 211.34, MCL, "Truth In Assessing" (for cities and townships if SEV exceeds AV for 2013 only).
(The Truth in Assessing Millage Rollback Fraction SHALL NOT exceed 1.0000)

2013 Total TV based on AV for all classes	=	4,231,738,358	<u>NA</u>
4,231,738,358	=	4,231,738,358	2013 Rollback Fraction (Truth In Assessing)
2013 Total TV based on SEV for all classes			

- 2b. Section 211.34, MCL, "Truth In County Equalization" (for villages, counties and authorities if SEV exceeds CEV for 2013 only).
(The Truth in County Equalization Millage Rollback Fraction SHALL NOT exceed 1.0000)

2013 Total TV based on CEV for all classes	=	4,231,738,358	<u>1.0000</u>
4,231,738,358	=	4,231,738,358	2013 Rollback Fraction (Truth In County Equalization)
2013 Total TV based on SEV for all classes			

3. Section 211.24e, MCL, "Truth In Taxation" (for each taxing jurisdiction that levied more than 1 mill for operating purposes in 2013 only).

(2012 Total Taxable Value - Losses)	=	4,242,495,034	<u>1.0300</u>
4,306,771,686 - 64,276,652	=	4,118,820,336	Base Tax Rate Fraction (Truth in Taxation)
4,231,738,358 - 112,918,022			
(2013 Total TV - Additions)			

ALSO MINUS CONVENTION/LIQUOR/CIGARETTE TAX REVENUE

Convention /Liquor/Cigarette Tax Revenue(CI.CTR)	=	1,211,251	<u>0.2862</u>
1,211,251	=	4,231,738,358	(CI.CTR)
4,231,738,358			
2013 Total TV based on SEV			

NOTE: The truth in taxation BTRF is independent from the cumulative Millage reductions provided by sections 211.34d and 211.34. The Base Tax Rate equals the BTRF X 2012 Operating Rate levied.

ORIGINAL TO: County Clerk
COPY TO: Equalization Department
COPY TO: Each Township or City Clerk

2013 TAX RATE REQUEST (This form must be completed and submitted on or before October 1, 2013)
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

County MUSKEGON	2013 Taxable value as of 'Final State Equalization', towards the end of May 4,231,738,358
Local Government Unit MUSKEGON COUNTY	For LOCAL School Districts: 2013 Taxable value of NON-Homestead and Non-Qualified Agricultural Properties if a millage is Levied Against Them.

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119.
The following tax rates have been authorized for levy on the 2013 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Millage Authorized by Election, Charter, etc.	2012 Millage Rate Permanently Reduced by MCL 211.34d	2013 Current Year Millage Reduction Fraction	2013 Millage Rate Permanently Reduced by MCL 211.34d	2013 Sec 211.34 Millage Rollback Fraction	2013 Maximum Allowable Millage Levy *	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
Allocated	Operating	11/5/1974	6.2000	5.6984	1.0000	5.6984	1.0000	5.6984	5.6984		Fixed
Voted	Oper/Museum	5/3/2011	0.3250	0.3221	1.0000	0.3221	1.0000	0.3221		0.3221	12/31/2020
Voted	Oper/Veterans	8/5/2008	0.0770	0.0752	1.0000	0.0752	1.0000	0.0752		0.0752	12/31/2018
Voted	Bond Quality of Life	11/7/1995	0.4700	N/A	N/A	N/A	N/A	0.4700		0.3000	Until Debt Paid
Voted	Central Dispatch	11/4/2008	0.3000	0.3000	1.0000	0.3000	1.0000	0.3000		0.3000	12/31/2015
TOTALS			7.3720					6.8657	5.6984	0.9973	

Prepared by Donna B. Stokes	Title Equalization Director	Date
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As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e and 211.34 for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3)

<input checked="" type="checkbox"/> Clerk	Signature	Type Name	Date
<input type="checkbox"/> Secretary		Nancy A. Waters	
<input checked="" type="checkbox"/> Chairperson	Signature	Type Name	Date
<input type="checkbox"/> President		Kenneth Mahoney	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9.

The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

IMPORTANT: See instructions on the reverse side regarding where to find the millage rate used in column (6)

ORIGINAL TO: County Clerk
COPY TO: Equalization Department
COPY TO: Each Township or City Clerk

2013 TAX RATE REQUEST (This form must be completed and submitted on or before October 1, 2013)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

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You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2013 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Millage Authorized by Election, Charter, etc.	2012 Millage Rate Permanently Reduced by MCL 211.34d	2013 Current Year Millage Reduction Fraction	2013 Millage Rate Permanently Reduced by MCL 211.34d	2013 Sec 211.34 Millage Rollback Fraction	2013 Maximum Allowable Millage Levy *	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
Allocated	Operating	11/6/1974	6.2000	5.6984	1.0000	5.6984	1.0000	5.6984	5.6984	0.0000	Fixed

BTR calculations for Convention / Liquor / Cigarette revenue - Allocated millage only

2012 Total Millage Rate	5.6984		
2013 Truth in Taxation Rate Fraction	1.0300		
2013 Millage before/Convention - Liquor-Cigarette Revenue	5.8693	\$24,837,341	2013 Total Operation Millage with Public Hearing/UBAA 5.6984
2013 Truth in Taxation +Convention-Liquor-Cigarette Revenue	0.2862		
2013 Total Operation Levy w/o UBAA or Public Hearing	5.5831	\$23,626,218	2013 Monies with Public Hearing/UBAA \$24,114,137

MILLAGE SUMMARY

	2012 Millage	2013 BTR	2013 Revenue W/O Hearing	2013 CLCTR	2013 Adjusted BTR	2013 ADJ Revenue W/O Hearing	2013 Millage With Hearing	2013 Revenue With Hearing
Operating - Allocated	5.6984	5.8693	24,837,341	0.2862	5.5831	23,626,218	5.6984	24,114,137
Operating - Museum	0.3221	0.3317	1,403,667		0.3317	1,403,667	0.3221	1,363,042
Operating - Veterans	0.0752	0.0774	327,536		0.0774	327,536	0.0752	318,226
Operating-Central Dispatch	0.3000	0.3090	1,307,607		0.3090	1,307,607	0.3000	1,269,521
OPERATING MILLAGES	6.3957	6.6874	27,876,151		6.3012	26,665,028	6.3957	27,064,926
Bond - Quality of Life	0.3000	0.3000	1,269,521		0.3000	1,269,521	0.3000	1,269,521
GRAND TOTAL	6.6957	6.8874	29,145,672		6.6012	27,934,549	6.6957	28,334,447

Note: Base Tax Rate (BTR) - represents prior years actual millage rate multiplied by the 2013 Truth in Taxation Multiplier of 1.03 for all operating millages. The Truth in Taxation Multiplier does not apply to bonded indebtedness, the BTR listed above is the 2013 millage requested for retiring the 'Quality of Life' bond.

ORIGINAL TO: County Clerk
COPY TO: Equalization Department
COPY TO: Each Township or City Clerk

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Voted	Oper/Veterans	8/5/2008	0.0770	0.0752	1.0000	0.0752	1.0000	0.0752		0.0752	12/31/2018
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TOTALS			7.3720					6.8657	5.6984	0.9973	

Prepared by Donna B. Stokes	Title Equalization Director	Date
---------------------------------------	---------------------------------------	------

As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e and 211.34 for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3)

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<input type="checkbox"/> Secretary		Nancy A. Waters	
<input checked="" type="checkbox"/> Chairperson	Signature	Type Name	Date
<input type="checkbox"/> President		Kenneth Mahoney	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9.

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IMPORTANT: See instructions on the reverse side regarding where to find the millage rate used in column (6)

ah

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COPY TO: Equalization Department
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2013 Truth in Taxation Rate Fraction	1.0300		
2013 Millage before/Convention - Liquor-Cigarette Revenue	5.8693	\$24,837,341	2013 Total Operation Millage with Public Hearing/UBAA 5.6984
2013 Truth in Taxation +Convention-Liquor-Cigarette Revenue	0.2862		2013 Monies with Public Hearing/UBAA \$24,114,137
2013 Total Operation Levy w/o UBBA or Public Hearing	5.5831	\$23,626,218	

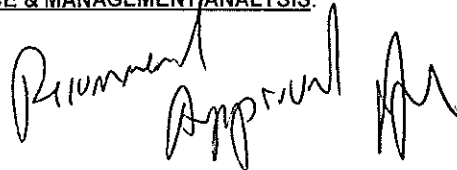

MILLAGE SUMMARY

	2012 Millage	2013 BTR	2013 Revenue W/O Hearing	2013 CLCTR	2013 Adjusted BTR	2013 ADJ Revenue W/O Hearing	2013 Millage With Hearing	2013 Revenue With Hearing
Operating - Allocated	5.6984	5.8693	24,837,341	0.2862	5.5831	23,626,218	5.6984	24,114,137
Operating - Museum	0.3221	0.3317	1,403,667		0.3317	1,403,667	0.3221	1,363,042
Operating - Veterans	0.0752	0.0774	327,536		0.0774	327,536	0.0752	318,226
Operating-Central Dispatch	0.3000	0.3090	1,307,607		0.3090	1,307,607	0.3000	1,269,521
OPERATING MILLAGES	6.3957	6.5874	27,876,151		6.3012	26,665,028	6.3957	27,064,926
Bond - Quality of Life	0.3000	0.3000	1,269,521		0.3000	1,269,521	0.3000	1,269,521
GRAND TOTAL	6.6957	6.8874	29,145,672		6.6012	27,934,549	6.6957	28,334,447

Note: Base Tax Rate (BTR) - represents prior years actual millage rate multiplied by the 2013 Truth in Taxation Multiplier of 1.03 for all operating millages. The Truth in Taxation Multiplier does not apply to bonded indebtedness, the BTR listed above is the 2013 millage requested for retiring the 'Quality of Life' bond.

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REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways and Means		BUDGETED NON-BUDGETED PARTIALLY BUDGETED		
REQUESTING DEPARTMENT Human Resources		COMMITTEE DATE June 6, 2013	REQUESTOR SIGNATURE D. Groeneveld	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
Request authorization to obtain the Summer Tax Collection Bond with the Hartford Insurance Company from 7/1/13 through 3/31/14 in the amount of \$11,221. This is a 0.82% increase in bond premium from the prior year. The bond is required to cover collections by the City and Township Treasurers' for County, State and School property taxes.				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
I move to approve the Summer Tax Collection Bond from 7/1/13 through 3/31/14 with Hartford Insurance Company in the amount of \$11,221.				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u> Recommend approval -- Deborah Groeneveld		<u>FINANCE & MANAGEMENT ANALYSIS:</u> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u> 		
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.				N/A
AGENDA DATE: 6/6/13	AGENDA NO.: wm13/06-59	BOARD DATE: 6/11/13	PAGE NO.	

Burnham&Flower
INSURANCE GROUP

315 South Kalamazoo Mall
Kalamazoo, MI 49007-4806
Tel: 269.341.4846, ext. 3137
Fax: 269.276.4087
Web: www.bfgroup.com
Email: nbraden@bfgroup.com

May 23, 2013

Muskegon County
Ms. Kristen Wade
990 Terrace Street, 2nd Floor
Muskegon, MI 49442

Dear Ms. Wade:

Recently you requested a quote for your bond renewal. The premium on your bond this year would be **\$11,221** based on the information provided. The underwriter of the tax bond is The Hartford. Currently there is no other provider for tax bonds.

Thank you for this opportunity to serve you. Please let us know when we may renew your bond.

Sincerely,

Natalie Braden
Tax Bond Coordinator