

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 12, 2008

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
- ❑ **INTRODUCTIONS/PRESENTATION:**
 - A. Bike to Work Day.
- ❑ **CONSENT AGENDA:**
 - A. Approval of Minutes. CITY CLERK
 - B. Special Event – Multiple Liquor License Request for Hot Rod Harley-Davidson/American Red Cross. LEISURE SERVICES
 - C. Request for Encroachment Agreement for 333 W. Western Avenue, Suite 1B. ENGINEERING
 - D. Request for Encroachment Agreement for Baker College of Muskegon, Clay Avenue. ENGINEERING
 - E. Certification of MERS Representatives. FINANCE
 - F. Army Corps of Engineers Supplemental Agreement – Pier Safety. CITY MANAGER
 - G. Post-Construction Stormwater Controls Resolution. PUBLIC WORKS
 - H. 2008 – 2009 City of Norton Shores CDBG Administration Contract. COMMUNITY & NEIGHBORHOOD SERVICES
 - I. Accounting Services Contract. FINANCE
- ❑ **PUBLIC HEARINGS:**
- ❑ **COMMUNICATIONS:**
- ❑ **CITY MANAGER'S REPORT:**

❑ **UNFINISHED BUSINESS:**

A. Memorial Honoring Commissioner Kevin Davis. LEISURE SERVICES

❑ **NEW BUSINESS:**

A. Reallocation of 2008 HOME Funds. COMMUNITY & NEIGHBORHOOD SERVICES

B. Sanitary Sewer Repair at Apple Avenue and Spring Street. ENGINEERING

C. Construction Engineering Services for Richards Park Building Demolition. ENGINEERING

D. Home Rehabilitation Fund Deficit Elimination Plan. FINANCE

E. Purchase of Video Security System – City Hall. PUBLIC SAFETY

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

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

❑ **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 BECKER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 12, 2008

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, August 12, 2008.

Mayor Warmington opened the meeting with a prayer from Pastor Richard Bennett from the First Wesleyan Church after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Stephen Gawron, Commissioners Steve Wisneski, Chris Carter, and Lawrence Spataro, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Becker.

Absent: Commissioners Sue Wierengo and Clara Shepherd (both excused)

2008-69 INTRODUCTIONS/PRESENTATION:

A. Bike to Work Day. Mayor Warmington announced that August 20, 2008, is Ride On Day. He encouraged everyone to ride their bike to work that day.

2008-70 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, July 22nd.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Special Event - Multiple Liquor License Request for Hot Rod Harley-Davidson/American Red Cross. LEISURE SERVICES

SUMMARY OF REQUEST: Hot Rod Harley-Davidson/American Red Cross, 149 Shoreline Dr. is requesting a temporary liquor license, for August 23 through August 24, 2008. The event is a fundraiser to benefit the American Red Cross. The Child Abuse Council was previously approved for a temporary alcohol

license for August 23rd.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: The Leisure Services staff approved per Special Event policy guidelines August 4, 2008.

E. Certification of MERS Representatives. FINANCE

SUMMARY OF REQUEST: The MERS plan document provides that "the governing body for each municipality shall certify the names of two (2) delegates to the Annual Meeting. One delegate shall be a member who is an officer of the municipality appointed by the governing body of the municipality. The other delegate shall be a member who is not an officer of the municipality, elected by the member officer/employees of the municipality."

Each City bargaining unit selects a member to attend the MERS annual meeting. The bargaining units have agreed to a rotating system (based on date of joining MERS) to select one official employee representative. This year the employee representative will be Gerald Ziegler from the Police Command unit.

FINANCIAL IMPACT: Cost of attending MERS conference in Traverse City estimated to be \$700 per person.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Certification of Tim Paul and Gerald Ziegler to be the City's officer and employee delegates at the MERS annual meeting in Traverse City September 30 – October 2.

F. Army Corps of Engineers Supplemental Agreement – Pier Safety. CITY MANAGER

SUMMARY OF REQUEST: To approve Supplemental Agreement No. 2 to the Army Corps of Engineers Lease No. DACW35-1-91-3004. This supplemental agreement will incorporate the North Breakwater of the Muskegon Harbor into the lease to allow the placement of pier safety devices.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Supplemental Agreement.

G. Post-Construction Stormwater Controls Resolution. PUBLIC WORKS

SUMMARY OF REQUEST: The City is required to re-apply for a stormwater permit. Stormwater runoff must be addressed at newly-developed or redeveloped properties. Since the City does not have a legal mechanism for regulating stormwater control, our consultant, FTC&H, recommends the City approve the resolution as a procedure in place to regulate stormwater control which has not

been codified as a regulatory mechanism. The City also commits to finalize a regulatory mechanism for stormwater control on or before April 1, 2013.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None is needed.

STAFF RECOMMENDATION: Approve this resolution for post-construction stormwater controls.

H. 2008 - 2009 City of Norton Shores CDBG Administration Contract.
COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the contract between the City of Norton Shores and the City of Muskegon for the administration of Norton Shores' 2008 - 2009 CDBG program.

The agreed revenues to be earned from this transition are \$22,000, to be paid on a quarterly basis. This is the third year that the CNS office will be administering the City of Norton Shores' CDBG program.

FINANCIAL IMPACT: The City will receive the revenues and will be deposited in the CDBG Administration Fund.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To direct the Mayor and the City Clerk to sign the contract.

I. Accounting Services Contract. FINANCE

SUMMARY OF REQUEST: Since 1997, we have utilized a contractual arrangement for accounting services. This arrangement was put in place in lieu of replacing a full-time finance clerk employee who retired. The accounting services contract has proved very cost-effective for the City. We receive excellent service at a very reasonable rate, pay only for actual hours worked, and have benefitted from having the same person provide services for more than eight years. The current contract is nearing expiration and staff recommends renewing for a three-year period at a fixed rate of \$40.00/hour. This represents a \$5.00/hour increase over the current rate (\$35.00), but is still less than the \$42.00/hour rate paid in 2003-06.

FINANCIAL IMPACT: The City uses about 20 hours of service each month under this contract. The projected annual cost is \$9,600, far less than the cost of the full-time position the contract replaced.

	Data	
Year	Sum of Hours	Sum of Total
2003	306.8	\$ 13,138
2004	276.5	\$ 11,899
2005	253.3	\$ 10,637

2006	316.0	\$ 13,074
2007	201.5	\$ 6,045
2008 (thru June)	136.8	\$ 4,786
Grand Total	1,490.8	\$ 59,578

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of a three-year extension (2009, 2010, 2011) to the current accounting services contract with Dobb Accounting.

Motion by Vice Mayor Gawron, second by Commissioner Carter to approve the Consent Agenda as read minus items C and D.

ROLL VOTE: Ayes: Spataro, Warmington, Wisneski, Carter, and Gawron

Nays: None

MOTION PASSES

2008-71 ITEMS REMOVED FROM THE CONSENT AGENDA:

C. Request for Encroachment Agreement for 333 W. Western Avenue, Suite 1B. ENGINEERING

SUMMARY OF REQUEST: New Trend Investments LLC has submitted an encroachment agreement form requesting your permission to install a 15' attached canopy on the side of the building facing Second St., and use 15' of the sidewalk for outdoor seating at the Muskegon Athletic Club.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the encroachment agreement.

Motion by Vice Mayor Gawron, second by Commissioner Carter to approve the request for an encroachment agreement for 333 W. Western Avenue, Suite 1B.

ROLL VOTE: Ayes: Carter, Gawron, Spataro, Warmington, and Wisneski

Nays: None

MOTION PASSES

D. Request for Encroachment Agreement for Baker College of Muskegon, Clay Avenue. ENGINEERING

SUMMARY OF REQUEST: Baker College of Muskegon has submitted an encroachment agreement form requesting your permission to install 90 feet of PVC conduit under Morris Ave. along Third St. and place 198 feet of innerduct in the existing sleeves in each of the 66 foot rights-of-way beneath First St., Second St., and Jefferson St. for a total encroachment of 288 feet.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the encroachment agreement install 90 feet of PVC conduit under Morris Ave. along Third St. and place 198 feet of innerduct in the existing sleeves in each of the 66 foot rights-of-way beneath First St., Second St., and Jefferson St. for a total encroachment of 288 feet per the plans.

Motion by Commissioner Spataro, second by Commissioner Wisneski to approve the request for an encroachment agreement for Baker College of Muskegon for Clay Avenue, First Street, Second Street, and Jefferson Street for a total encroachment of 288 feet per the plans to the extent that we control the rights-of-way.

ROLL VOTE: Ayes: Wisneski, Carter, Gawron, Spataro, and Warmington

Nays: None

MOTION PASSES

2008-72 UNFINISHED BUSINESS:

A. Memorial Honoring Commissioner Kevin Davis. LEISURE SERVICES

SUMMARY OF REQUEST: Beachwood-Bluffton Neighborhood Association request that the volleyball court area at Pere Marquette Park north of Captain Jack's Restaurant be named Kevin Davis Volleyball Ct., in honor of former Commissioner Kevin Davis for his public service to the citizens of Muskegon and devotion to developing Beach Volleyball at Pere Marquette Park.

The Neighborhood Association will have a dedication ceremony at their community picnic, August 19th at 6:00 p.m. at the Margaret Drake-Elliott pavilion.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval.

COMMITTEE RECOMMENDATION: The Leisure Service Board approved the recommendation at their February 19th meeting.

Motion by Commissioner Carter, second by Commissioner Wisneski to approve the memorial honoring Commissioner Kevin Davis.

ROLL VOTE: Ayes: Spataro, Warmington, Wisneski, Carter, and Gawron

Nays: None

MOTION PASSES

2008-73 NEW BUSINESS:

A. Reallocation of 2008 HOME Funds. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve for the Commission to direct the Community

Neighborhood Services office to amend the 2008 – 2009 Action Plan in order to deduct \$65,000 from the HOME Total Rehabilitation program in order that it may be used for the City's Pilot Weatherization program. This plan assisted 22 Muskegon households in which 91% were senior citizens. The households received assistance with windows, doors, insulation, thermostats and furnaces.

The CNS office, in an attempt to be proactive, established this pilot program in expectation of the predicted 30% increase in energy cost this coming winter.

FINANCIAL IMPACT: The HOME Total Rehabilitation program will be decreased by \$65,000. The Pilot Weatherization program will be funded at \$65,000. After the CNS office has sold homes out of our existing inventory and all deficit arrears have been met, revenues from our HOME sales will be placed back in the Total Rehabilitation program at an amount of \$65,000.

BUDGET ACTION REQUIRED: Stated above.

STAFF RECOMMENDATION: To direct staff to amend the 2008 – 2009 Action Plan to fund the Pilot Weatherization program.

COMMITTEE RECOMMENDATION: The City Commission approved the Weatherization Program on April 22, 2008.

Motion by Vice Mayor Gawron, second by Commissioner Carter to direct staff to amend the 2008 – 2009 Action Plan to fund the Pilot Weatherization program.

ROLL VOTE: Ayes: Gawron, Spataro, Warmington, Wisneski, and Carter

Nays: None

MOTION PASSES

B. Sanitary Sewer Repair at Apple Avenue and Spring Street.
ENGINEERING

SUMMARY OF REQUEST: Authorize staff to enter into an agreement with Felco Contractors, Inc. to make necessary repairs of the sanitary sewer at the intersection of Apple Ave. and Spring St. as a change order to the Pine St., Apple Ave. to Western Ave. construction project.

FINANCIAL IMPACT: The estimated cost of \$24,389.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with Felco Contractors, Inc. to provide all labor and materials to perform the tasks outlined in the change order.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the sanitary sewer repair of Apple Avenue and Spring Street agreement with Felco Contractors to provide all labor and materials to perform the tasks outlined in the change order.

ROLL VOTE: Ayes: Wisneski, Carter, Gawron, Spataro, and Warmington

Nays: None

MOTION PASSES

C. Construction Engineering Services for Richards Park Building Demolition. ENGINEERING

SUMMARY OF REQUEST: Authorize staff to enter into a construction engineering services agreement with Environmental Resources Management, Inc. (ERM) to perform the demolition support services for the former wastewater treatment plant at Richards Park including bid document preparation, environmental oversight, and demolition oversight.

ERM is being recommended due to the reasonable fee proposal \$14,500 as well as their expertise in environmental issues.

FINANCIAL IMPACT: \$14,500.

BUDGET ACTION REQUIRED: None since the project was budgeted for in the 2008 CIP.

STAFF RECOMMENDATION: Authorize staff to enter into a construction engineering services agreement with ERM.

Motion by Vice Mayor Gawron, second by Commissioner Carter to authorize staff to enter into a construction engineering services agreement with Environmental Resources Management, Inc. regarding the Richards Park building demolition.

ROLL VOTE: Ayes: Warmington, Wisneski, Carter, Gawron, and Spataro

Nays: None

MOTION PASSES

D. Home Rehabilitation Fund Deficit Elimination Plan. FINANCE

SUMMARY OF REQUEST: At December 31, 2007 the City of Muskegon Home Rehabilitation Fund had a deficit balance of \$231,345. Act 275 of the Public Acts of 1980 requires that the City file a Deficit Elimination Plan with the Michigan Department of Treasury. Staff is requesting adoption of the Home Rehabilitation Fund Deficit Elimination Plan Resolution.

FINANCIAL IMPACT: As presented by the Deficit Elimination Plan, the Home Rehabilitation Fund will no longer have a deficit by December 31, 2009.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the Home Rehabilitation Fund Deficit Elimination Plan Resolution.

Motion by Commissioner Spataro, second by Commissioner Wisneski to adopt the Home Rehabilitation Fund Deficit Elimination Plan.

ROLL VOTE: Ayes: Spataro, Warmington, Wisneski, Carter, and Gawron

Nays: None

MOTION PASSES

E. Purchase of Video Security System – City Hall. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety is requesting Commission approval to purchase a video security system to be installed in various locations throughout City Hall. The locations include all entrances, the basement, the public area of the Police Department and the public area adjacent to the Treasurer's service counter.

The three bids that were solicited are as follows:

Lakeshore Security & Electronics, Hesperia, \$7,253.15

ADT, Wyoming, \$9,225.00

Vision Technology International, Grandville, \$12,383.00

This project is a joint effort between Public Safety, Engineering and Information Technology.

FINANCIAL IMPACT: The City applied for and has been approved for a grant from the Michigan Municipal Risk Management Authority. The grant will cover 50% funding up to \$5,000 towards this project.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends the bid from Lakeshore Security & Electronics be accepted.

Motion by Vice Mayor Gawron, second by Commissioner Carter to accept the bid from Lakeshore Security & Electronics from Hesperia for the purchase of a video security system for City Hall.

ROLL VOTE: Ayes: Carter, Gawron, Spataro, Warmington, and Wisneski

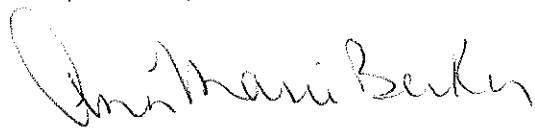
Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Various comments were heard from the public.

ADJOURNMENT: The City Commission Meeting adjourned at 6:11 p.m.

Respectfully submitted,

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

Ann Marie Becker, MMC
City Clerk

Date: August 12, 2008
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, July 22nd.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

Date: August 5, 2008
To: Honorable Mayor and City Commissioners
From: Lowell Kirksey, Recreation Supervisor
RE: Special Event-Multiple Liquor License Request
Hot Rod Harley-Davidson/American Red Cross

SUMMARY OF REQUEST: Hot Rod Harley-Davidson/American Red Cross, 149 Shoreline Dr. is requesting a temporary liquor license, for August 23 through August 24, 2008. The event is a fundraiser to benefit the American Red Cross. The Child Abuse Council was previously approved for a temporary alcohol license for August 23rd.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: The Leisure Services staff approved per Special Event policy guidelines August 4, 2008.

COMMITTEE RECOMMENDATION: None

Date: August 12, 2008

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Certification of MERS Representatives

SUMMARY OF REQUEST: The MERS plan document provides that "the governing body for each municipality shall certify the names of two (2) delegates to the Annual Meeting. One delegate shall be a member who is an officer of the municipality appointed by the governing body of the municipality. The other delegate shall be a member who is not an officer of the municipality, elected by the member officer/employees of the municipality."

Each City bargaining unit selects a member to attend the MERS annual meeting. The bargaining units have agreed to a rotating system (based on date of joining MERS) to select one official employee representative. This year the employee representative will be Gerald Ziegler from the Police Command unit.

FINANCIAL IMPACT: Cost of attending MERS conference in Traverse City estimated to be \$700 per person.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Certification of Tim Paul and Gerald Ziegler to be the City's officer and employee delegates at the MERS annual meeting in Traverse City September 30 – October 2.

COMMITTEE RECOMMENDATION: None.



Officer (Alternate) and Employee (Alternate) Delegate Information

[see reverse for Certification Form]

To be a municipality's voting delegate (or alternate) representative to MERS Annual Meeting, you must be a member of MERS.

MERS Member: A MERS member is an individual who is enrolled in MERS Defined Benefit (DB) Plan (including Hybrid) or Defined Contribution (DC) Plan.

As provided in Section 45(2) of the MERS Plan Document, the governing body for each municipality shall certify the names of two (2) delegates to the Annual Meeting. One delegate shall be a member who is an officer of the municipality **appointed** by the governing body of the municipality. The other delegate shall be a member who is not an officer of the municipality, **elected** by the member officer/employees of the municipality. The election shall be conducted in a manner that affords each member officer/employee an opportunity to vote.

Officer Delegate (or Alternate): The officer delegate shall be an officer member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative or executive branch of government.

Employee Delegate (or Alternate): The employee delegate shall be an employee member, who is not responsible for management decisions, receives direction from management, and, in general, is not directly responsible to the legislative or executive branch of government.

Delegate Certification: This form states that the officer delegate (alternate) appointments are true and correct, and the secret ballot election results for employee delegate (alternate) are true and correct. **An official at the municipality must sign the certification.**



Officer and Employee Delegate Certification Form

[see reverse for Information]

MERS 62nd Annual Meeting | September 30 - October 2, 2008 | Grand Traverse Resort & Spa, Acme, Michigan

IMPORTANT: Complete and return this form. Your registration is not confirmed until this form has been received by MERS.

In order to be your municipality's delegate representative to MERS Annual Meeting, you must be a member of MERS. A member of MERS is defined as an individual on payroll who is enrolled in MERS Defined Benefit Plan (including Hybrid) or Defined Contribution Plan. Please refer to "Delegate Information" on the back for specific requirements.

OFFICER (ALTERNATE) DELEGATE INFORMATION

The officer delegate (or alternate) shall be an officer member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative and/or executive branch of government.

Please type or print:

Officer Delegate TIM PAUL

Officer Alternate BRYON MARADE

EMPLOYEE (ALTERNATE) DELEGATE INFORMATION

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative and/or executive branch of government.

Please type or print:

Employee Delegate GERALD ZIEGLER

Employee Alternate TERESA ACKERLEY

OFFICER DELEGATE APPOINTMENT

By official action of the governing body on 8/12, 2008, the officer delegate and alternate listed above were appointed to serve at the 2008 MERS Annual Meeting.

EMPLOYEE DELEGATE ELECTION

By secret ballot election conducted by an authorized officer on 8/12, 2008, the employee delegate and alternate listed above were elected to serve at the 2008 MERS Annual Meeting.

CERTIFICATION

NOTE: Certification should be signed by the member of the governing body or the Chief Administrative Officer and municipality number provided in space at the bottom of certification box.

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for employee delegate and alternate are true and correct.

Name (Signature): Ann Marie Becker

Name (Please Print): Ann Marie Becker

Official Title: CITY CLERK

Date: August 15, 2008

NOTE: Municipality Number Required for Certification

Municipality Number: 6116

E-mail address: tim.paul@shorelinecity.com

Municipality: CITY OF MUSKEGON

Municipality Mailing Address: PO BOX 536

MUSKEGON, MI 49443-0536

Form 1294 0508

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: August 1, 2008

RE: Army Corps of Engineers Supplemental Agreement – Pier Safety

SUMMARY OF REQUEST:

To approve Supplemental Agreement No. 2 to the Army Corps of Engineers Lease No. DACW35-1-91-3004. This supplemental agreement will incorporate the North Breakwater of the Muskegon Harbor into the lease to allow the placement of pier safety devices.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the attached Supplemental Agreement.

COMMITTEE RECOMMENDATION:

None.

DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
SUPPLEMENTAL AGREEMENT NO. 2
TO DEPARTMENT OF THE ARMY
LEASE NO. DACW35-1-91-3004

THIS SUPPLEMENTAL AGREEMENT entered into this 12 day of August, 2008, by and between **THE CITY OF MUSKEGON, MICHIGAN**, hereinafter called the lessee and the **SECRETARY OF THE ARMY**, hereinafter called the government.

WITNESSETH:

WHEREAS, the parties hereto entered into Department of the Army Lease No. DACW35-1-91-3004, dated 28 July 1992, which authorized the Lessee's use and improvements upon U.S. Property located at the Pere Marquette channel area, Muskegon Harbor Federal Navigation Project, as more accurately described in the basic lease; and

WHEREAS, the lease was amended by Supplemental Agreement No. 1 dated 27 March 2007; and

WHEREAS, the lessee has requested that the leased premises be expanded to include lights and pier safety devices on the U.S. North Breakwater; and

WHEREAS, the Government has no objection to this request.

NOW, THEREFORE, effective 5 August 2008, the Lease is modified in the following particulars, but in no others:

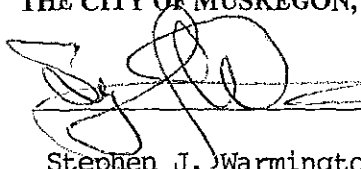
The following condition is **ADDED** hereto and made part of the lease:

"38. g. This lease authorizes the City of Muskegon to construct, operate and manage lights and various pier safety devices such as life rings, call boxes, signs and other related devices with appurtenances on the U.S. North Breakwater.

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of the lease, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 on the date first above written.

THE CITY OF MUSKEGON, MICHIGAN

 (signature)

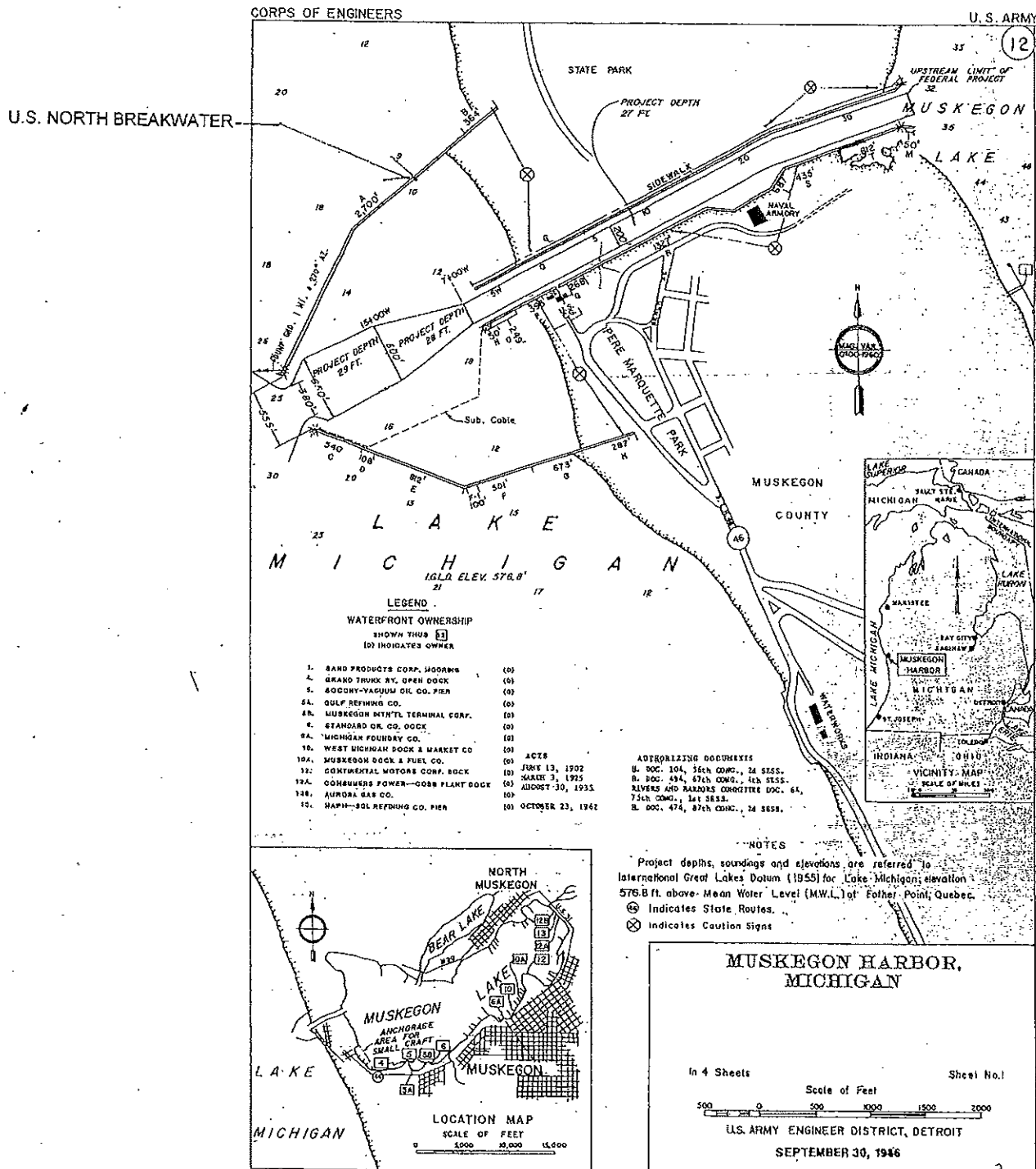
Stephen J. Warmington (printed name)

Mayor (title)

**BY AUTHORITY OF THE
SECRETARY OF THE ARMY**

VICTOR L. KOTWICKI
Chief, Real Estate Division
Detroit, Buffalo and Chicago Districts

SUPPLEMENTAL AGREEMENT NO. 2
DEPARTMENT OF THE ARMY LEASE NO. DACW35-1-91-3004



NOTE: THE CERTIFICATE OF AUTHORITY must be executed by an individual other than by the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.

CERTIFICATE OF AUTHORITY

I, Ann Marie Becker, do hereby certify that I am the
(someone other than the person signing the agreement)

City Clerk of the City of Muskegon,
(my position of responsibility within the organization)

Michigan (City) and that Stephen J. Warmington,

who signed the agreement on behalf of the City was at the

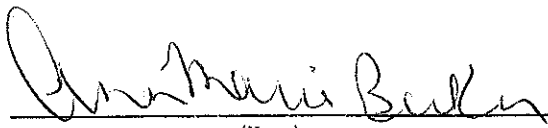
time of signature its Mayor,
(position held)

and that the person who executed the agreement on behalf

of the City acted within his/her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification

this 20th day of August, 2008.


(Name)
Ann Marie Becker, MMC
City Clerk
(Title)



IN REPLY REFER TO

DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
BOX 1027
DETROIT, MICHIGAN 48231-1027

August 26, 2008

RECEIVED

AUG 29 2008

MUSKEGON
CITY MANAGER'S OFFICE

Real Estate Division

Byron L. Mazade
City Manager
The City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, Michigan 49443-0536

Dear Mr. Mazade:

Attached is a fully executed copy of Supplemental Agreement No. 2 to Department of the Army Lease No. DACW35-1-91-3004 for the installation, operation and maintenance of lights and various pier safety devices on the U.S. North Breakwater at the Muskegon Harbor Federal Navigation Project, Michigan.

In compliance with Condition 38 (c), please coordinate the installation of the pier safety devices with the Area Engineer, Grand Haven Area Office (telephone 616-842-5510).

Thank you for your cooperation in this matter. If you have any questions, please contact Robert Jameson at 313-226-2767.

Sincerely,

Victor L. Kotwicki
Chief, Real Estate Division
Detroit, Buffalo and Chicago Districts

Enclosures

Copy Furnished: MDNR Operations (Lowen Schuett)

**DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
SUPPLEMENTAL AGREEMENT NO. 2
TO DEPARTMENT OF THE ARMY
LEASE NO. DACW35-1-91-3004**

THIS SUPPLEMENTAL AGREEMENT entered into this 12 day of August, 2008, by and between **THE CITY OF MUSKEGON, MICHIGAN**, hereinafter called the lessee and the **SECRETARY OF THE ARMY**, hereinafter called the government.

WITNESSETH:

WHEREAS, the parties hereto entered into Department of the Army Lease No. DACW35-1-91-3004, dated 28 July 1992, which authorized the Lessee's use and improvements upon U.S. Property located at the Pere Marquette channel area, Muskegon Harbor Federal Navigation Project, as more accurately described in the basic lease; and

WHEREAS, the lease was amended by Supplemental Agreement No. 1 dated 27 March 2007; and

WHEREAS, the lessee has requested that the leased premises be expanded to include lights and pier safety devices on the U.S. North Breakwater; and

WHEREAS, the Government has no objection to this request.

NOW, THEREFORE, effective 5 August 2008, the Lease is modified in the following particulars, but in no others:

The following condition is **ADDED** hereto and made part of the lease:

"38. g. This lease authorizes the City of Muskegon to construct, operate and manage lights and various pier safety devices such as life rings, call boxes, signs and other related devices with appurtenances on the U.S. North Breakwater.

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of the lease, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 on the date first above written.

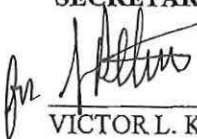
THE CITY OF MUSKEGON, MICHIGAN

 (signature)

Stephen J. Warmington (printed name)

Mayor (title)

**BY AUTHORITY OF THE
SECRETARY OF THE ARMY**


VICTOR L. KOTWICKI
Chief, Real Estate Division
Detroit, Buffalo and Chicago Districts

NOTE: THE CERTIFICATE OF AUTHORITY must be executed by an individual other than by the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.

CERTIFICATE OF AUTHORITY

I, Ann Marie Becker, do hereby certify that I am the
(someone other than the person signing the agreement)

City Clerk of the City of Muskegon,
(my position of responsibility within the organization)

Michigan (City) and that Stephen J. Warmington,

who signed the agreement on behalf of the City was at the

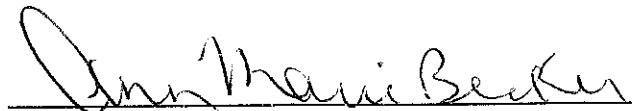
time of signature its Mayor,
(position held)

and that the person who executed the agreement on behalf

of the City acted within his/her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification

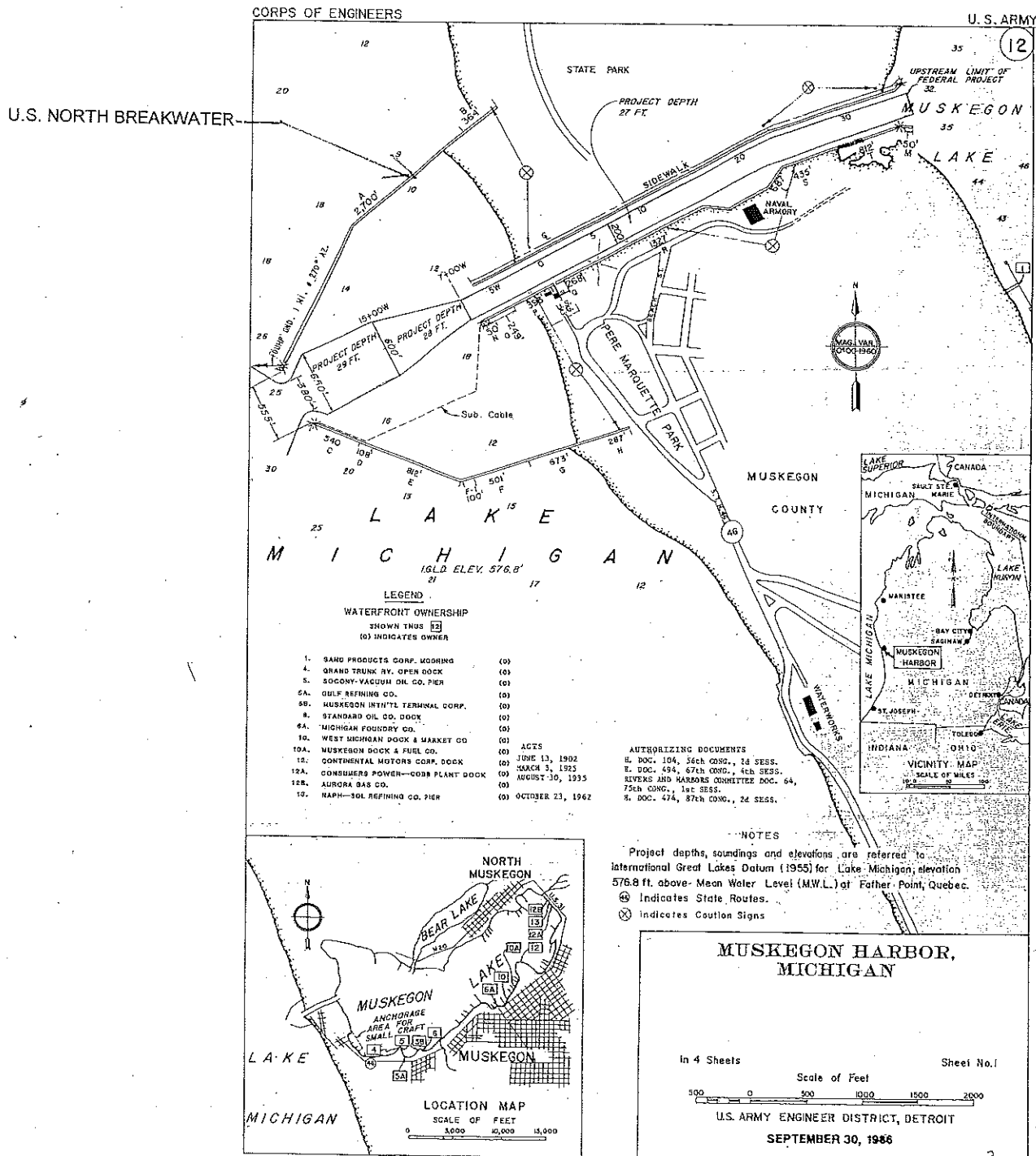
this 20th day of August, 2008.


(Name)

Ann Marie Becker, MMC
City Clerk

(Title)

SUPPLEMENTAL AGREEMENT NO. 2
DEPARTMENT OF THE ARMY LEASE NO. DACW35-1-91-3004



Date: August 12, 2008
To: Honorable Mayor and City Commission
From: Public Works
RE: Post-Construction Stormwater Controls Resolution

SUMMARY OF REQUEST:

The City is required to re-apply for a stormwater permit. Stormwater runoff must be addressed at newly-developed or redeveloped properties. Since the City does not have a legal mechanism for regulating stormwater control, our consultant, FTC&H, recommends the City approve the attached resolution as a procedure in place to regulate stormwater control which has not been codified as a regulatory mechanism. The City also commits to finalize a regulatory mechanism for stormwater control on or before April 1, 2013.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None is needed.

STAFF RECOMMENDATION:

Approve this resolution for post-construction stormwater controls.

Resolution on Storm Water Pollution Control

2008-70 (g)

WHEREAS, it is of the utmost importance to the residents of the City of Muskegon to prevent pollution from storm water runoff and to protect the quality of Muskegon Lake and Mona Lake; and

WHEREAS, it is necessary for the health, safety, and general welfare of the citizens of the City of Muskegon to protect the environment against pollution and other effects from storm water runoff, and

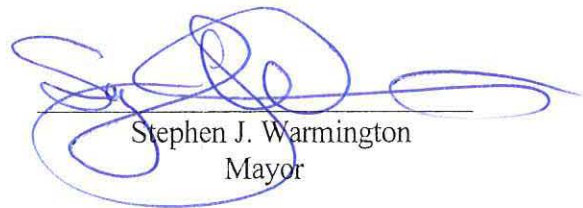
WHEREAS, the County of Muskegon, through the Office of the Drain Commissioner, has implemented procedures to mandate post-construction storm water management facilities that provide for both acceptable storm water quality and rate of discharge, and

WHEREAS, the City of Muskegon is mandated by the state and federal governments, through a National Pollutant Discharge Elimination System Discharge Permit, to control storm water pollution to the maximum extent practicable;

NOW THEREFORE BE IT RESOLVED that the City of Muskegon shall not approve a site plan for development or redevelopment of any parcel of one acre or more in size without the owner of such parcel demonstrating that storm water will be properly treated for water quality;

BE IT FURTHER RESOLVED that the rate of discharge will be controlled to prevent exacerbating stream-bank erosion downstream of the discharge to the satisfaction of the Muskegon City Manager or his representative who may seek advice from appropriate experts to take into consideration the case-specific details of the situation.

Dated this 12th day of August 2008.



Stephen J. Warmington
Mayor

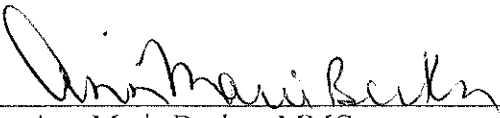


Ann Marie Becker, MMC
City Clerk

CERTIFICATION
2008-70(g)

This resolution was adopted at a regular meeting of the City Commission, held on August 12, 2008. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By: 
Ann Marie Becker, MMC
City Clerk

Commission Meeting Date: August 12, 2008

Date: August 5, 2008
To: Honorable Mayor and City Commission
From: Community and Neighborhood Services Department 
RE: 2008 – 2009 City of Norton Shores CDBG Administration Contract

SUMMARY OF REQUEST: To approve the attached contract between the City of Norton Shores and the City of Muskegon for the administration of Norton Shores' 2008 – 2009 CDBG program.

The agreed revenues to be earned from this transition are \$22,000, to be paid on a quarterly basis. This is the third year that the CNS office will be administering the City of Norton Shores' CDBG program.

FINANCIAL IMPACT: The City will receive the revenues and will be deposited in the CDBG Administration Fund.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To direct the Mayor and the City Clerk to sign the contract.

COMMITTEE RECOMMENDATION: None

**City of Muskegon/City of Norton Shores
CDBG Program Administration Agreement**

Agreement made and entered into this 12th day of August, 2008, by and between the City of Muskegon; a Michigan municipal corporation ("Muskegon"), and the City of Norton Shores, a Michigan municipal corporation ("Norton Shores"), with reference to the following facts:

Background

Norton Shores desires that Muskegon assume responsibilities for the administration of the Norton Shores' Community Development and Block Grant ("CDBG") Program.

Therefore, the parties agree as follows:

1. **Administration of CDBG program.** Muskegon agrees to assume responsibility for the preparation and submission of the following CDBG documents on behalf of Norton Shores:

- a. Federal Application 424, narratives, project tables, certifications, Environmental Summary, Combined Notice of no Significant findings and Intent to Release funds.
- b. Consolidated Annual Performance and Evaluation Report, public hearing notice narratives, reports including performance measures criteria (using CPMP format).
- c. Semi-Annual Labor Standard Enforcement Report (form 4710).
- d. Contract and Subcontract Activity Report (form 2516).
- e. CDBG liens for projects, in accordance with HUD guidelines and regulations, as well as any other applicable Norton Shores requirements.
- f. Preparation of quarterly reports to comply with CAPER, maintaining subrecipient contract format for the City of Norton Shores' contract with the American Red Cross.

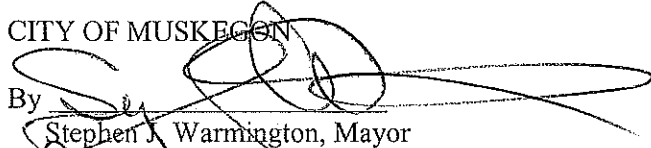
Norton Shores shall provide Muskegon with a copy of all forms previously used by Norton Shores, and Muskegon shall provide a copy of the above reports to Norton Shores upon completion.

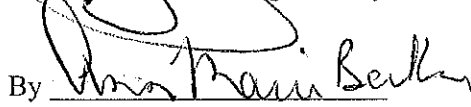
2. **Terms of CDBG Fund Payments.** Muskegon shall submit payment requests for release of CDBG funds to Norton Shores' Financial Department, and Norton Shores shall remit payment within 10 days of a payment request by Muskegon.

3. **Administration Fee.** Norton Shores shall pay Muskegon \$22,000 per program year for administration of the CDBG program. Payment shall be made by way of quarterly payments beginning on July 1, 2008.

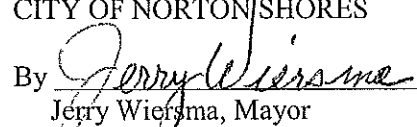
4. **Term of the Contract.** The parties agree that this contract shall be effective July 1, 2008, through June 30, 2009. In addition, either party may terminate this Agreement at any time, and for any reason, upon 45 days written notice to the other party. Upon termination of the contract, Muskegon shall owe Norton Shores a pro rata return of the unearned Administration Fee paid to date.
5. **Building Inspection.** Norton Shores' Building Inspection Department will perform all inspections for CDBG projects and submit the inspection reports to Muskegon for inclusion in the relevant project file.
6. **Purchasing Guidelines.** Muskegon and Norton Shores agree to evaluate the current CDBG program purchasing guidelines used by Norton Shores, and establish a written quotation and sealed project bid system acceptable to both parties.
7. **General Provisions.**
 - a. 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.
 - b. Severability. Should any provision of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired or affected.
 - c. Assignment or Delegation. Neither party may assign all or any portion of its rights and obligations in this Agreement without the express prior written approval of the other party, which approval may be withheld for any reason.

CITY OF MUSKEGON

By 
Stephen J. Warmington, Mayor

By 
Anne Marie Becker, Clerk

CITY OF NORTON SHORES

By 
Jerry Wiersma, Mayor

By 
Lynne A. Fuller, Clerk

Date: August 12, 2008

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Accounting Services Contract

SUMMARY OF REQUEST: Since 1997, we have utilized a contractual arrangement for accounting services. This arrangement was put in place in lieu of replacing a full-time finance clerk employee who retired. The accounting services contract has proved very cost-effective for the City. We receive excellent service at a very reasonable rate, pay only for actual hours worked, and have benefitted from having the same person provide services for more than eight years. The current contract is nearing expiration and staff recommends renewing for a three-year period at a fixed rate of \$40.00/hour. This represents a \$5.00/hour increase over the current rate (\$35.00), but is still less than the \$42.00/hour rate paid in 2003-06.

FINANCIAL IMPACT: The City uses about 20 hours service each month under this contract. The projected annual cost is \$9,600, far less than the cost of the full-time position the contract replaced.

Year	Data	
	Sum of Hours	Sum of Total
2003	306.8	\$ 13,138
2004	276.5	\$ 11,899
2005	253.3	\$ 10,637
2006	316.0	\$ 13,074
2007	201.5	\$ 6,045
2008 (thru June)	136.8	\$ 4,786
Grand Total	1,490.8	\$ 59,578

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of a three-year extension (2009, 2010, 2011) to the current accounting services contract with Dobb Accounting.

COMMITTEE RECOMMENDATION: None.

DOBB ACCOUNTING & TAX SERVICE L.L.C.

July 25, 2008

Mr. Tim Paul
City of Muskegon
933 Terrace Street
Muskegon, Michigan 49443

Dear Tim:

We are pleased to confirm our understanding of the accounting and support services that we are to provide to the City of Muskegon.

We will provide accounting and bookkeeping services at the rates listed below:

Year	Rate Per Hour
2009	\$40
2010	\$40
2011	\$40

We appreciate the opportunity to be of service to the City of Muskegon. This letter summarizes the significant terms of the engagement. If there are any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Jessica Rabe

1050 W WESTERN AVE
SUITE 105
MUSKEGON, MI 49441

PHONE (231) 722-2599
FAX (231) 722-2821
E-MAIL JESSCH@CORE.COM

Response:

This letter correctly sets forth the understanding of the City of Muskegon.

By: _____

Title: _____

Date: _____

Date: August 12, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Request for Encroachment Agreement
333 W. Western Ave. Suite 1B

SUMMARY OF REQUEST:

New Trend Investments LLC has submitted the attached encroachment agreement form requesting your permission to install an 15' attached canopy on the side of the building facing Second St., and use 15' of the sidewalk for outdoor seating at the Muskegon Athletic Club (see attached plans).

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the encroachment agreement.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON
ENCROACHMENT PERMIT AGREEMENT

REQUEST: A one-hundred dollar (\$100.00) non-refundable fee is required for processing of request.

1. LICENSEE proposes to install, repair or maintain improvements or facilities ("the encroachment"), in or abutting a street, alley, sidewalk, park, terrace or other property controlled or owned by the City of Muskegon, the encroachment being described as: (Attach exhibits) (1 unit equals 0-99 lineal feet)

INSTALLING CANOPY ONTO BUILDING ALONG 2ND STREET AND TO HAVE OUTDOOR SEATING

2. The City-owned or controlled property (herein "property") subject to the encroachment is described as: [please insert a general description, and if required by the CITY, an accurate legal description]

A 15'-0" WIDE SIDEWALK ALONG 2ND STREET

3. The CITY is willing to grant such privilege upon the terms and conditions herein. This agreement shall constitute a permit under Chapter 74 of the Code of City Ordinances, and with all future amendments shall apply to any encroachment on public right of way or property.

PERMIT AGREEMENT:

THIS AGREEMENT is made and entered into this 30 day of JULY 2008, by and between the CITY OF MUSKEGON, a municipal corporation (hereinafter called CITY), and NOA TRAD INVESTMENT (hereinafter called LICENSEE).

THEREFORE,

1. CITY does hereby grant unto LICENSEE the privilege of constructing, installing, maintaining, repairing and performing all necessary functions relating to the encroachment, and for that purpose to enter the property, for the term herein stated. This privilege shall be effective upon the delivery to the CITY of the required evidence of insurance coverage as outlined in paragraph 4 under this section and only after approval of this agreement by the City Commission and at which time an encroachment permit will be issued.

This grant is subject to the following special conditions: see attached supplemental conditions

2. That LICENSEE shall pay to the CITY for the privilege hereby granted the sum of _____ Dollars (\$ _____), per unit as described under Request, paragraph 1, applicable to the current Master Fee Resolution. Such payment is to be made upon the signing of this agreement to the City of Muskegon, and the privilege hereby granted shall continue for a period of five years from said date and renewal payment as set in the Master Fee Resolution to continue in five year intervals due on the first day of May unless sooner terminated as hereinafter provided.

3. INDEMNIFICATION. The LICENSEE shall indemnify and save harmless said GRANTOR of and from any liability for claims, damages, costs, expenses, or fees, including any attorney fees, or fines or awards brought against or charged to the CITY by any person, firm or corporation on account of or arising from the privilege hereby granted to LICENSEE or the activities of the LICENSEE related to the encroachment or this privilege. This indemnification obligation shall include all liabilities for environmental damage or releases of hazardous substances subject to any governmental or third party action. "Hazardous substance" is defined as any material constituting a prohibited or regulated substance under governmental law, rule, statute or regulation in force at any time, including future times.

4. INSURANCE. LICENSEE shall at all times carry liability insurance in such amounts as are satisfactory to CITY, and issued by companies acceptable to the CITY, licensed in the State of Michigan, naming CITY as an additional insured on any such policy. LICENSEE will file yearly with the CITY certificates or policies evidencing such insurance coverage. The insurance policies or certificates shall provide that the CITY shall be given thirty days written notice before a cancellation or change in coverage may occur. The types of coverage and coverage limits as required by City Engineer shall be as follows:

NEW REQUIREMENT IS ADDING THE CITY TO THEIR LIABILITY INSURANCE

5. BONDING. Before this agreement permit becomes valid, LICENSEE shall file with the CITY a bond conforming to the requirements of all applicable ordinances, and to cover removal of said encroachment in part or whole, if essential for CITY to do so. This Bond shall keep same in force during the entire term of this agreement.

6. The privilege hereby granted may be canceled and revoked in part or whole by the CITY at any time upon giving said LICENSEE thirty (30) days of written notice of such cancellation and revocation, with no refund of the fee required in paragraph 2 of Permit Agreement.

7. LICENSEE may surrender up the privilege hereby granted at any time upon giving notice in writing to the CITY thirty (30) days prior to such surrender with no refund of the fee required in paragraph 2 of Permit Agreement; provided, however, that upon the voluntary relinquishment or abandonment of this privilege, or upon cancellation or revocation thereof by the CITY, the LICENSEE shall remove any structure(s) erected upon, within or overhanging the area of encroachment and restore the property at LICENSEE'S expense and in

a manner satisfactory to the CITY and in default thereof shall be liable to the CITY for any cost, damage or expense the CITY may sustain in such restoration.

8. That should said LICENSEE fail or refuse to conform to any of the conditions on its part to be performed hereunder, the privilege hereby granted shall immediately terminate and become null and void.

9. This agreement shall be binding upon the respective heirs, representatives, successors and assigns of the parties hereto.

Witnesses:

Scott J. Jurek

Linda Potter

CITY OF MUSKEGON

By

Stephen J. Warmington, Mayor

And

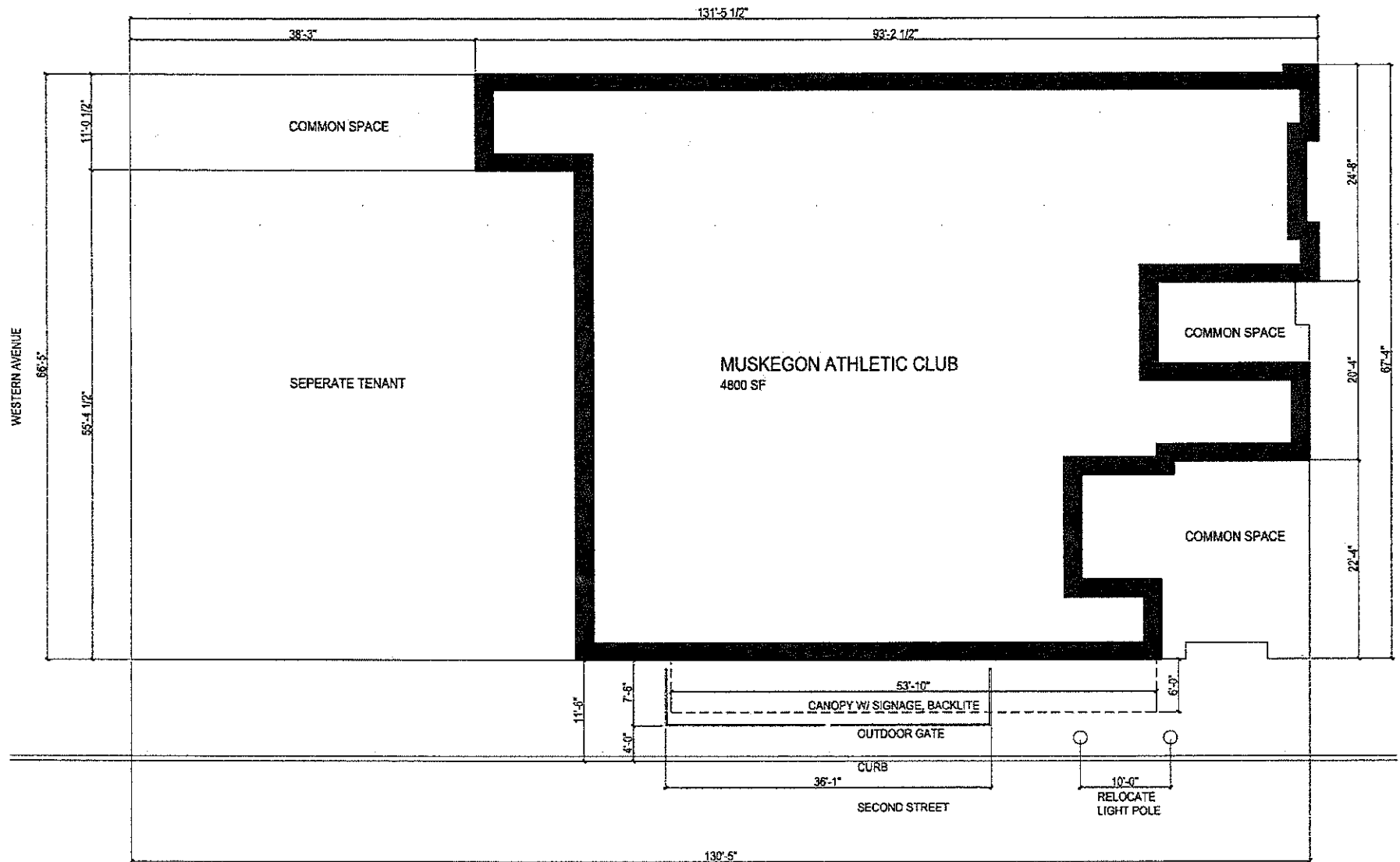
Ann Marie Becker, Clerk

LICENSEE:

Brent

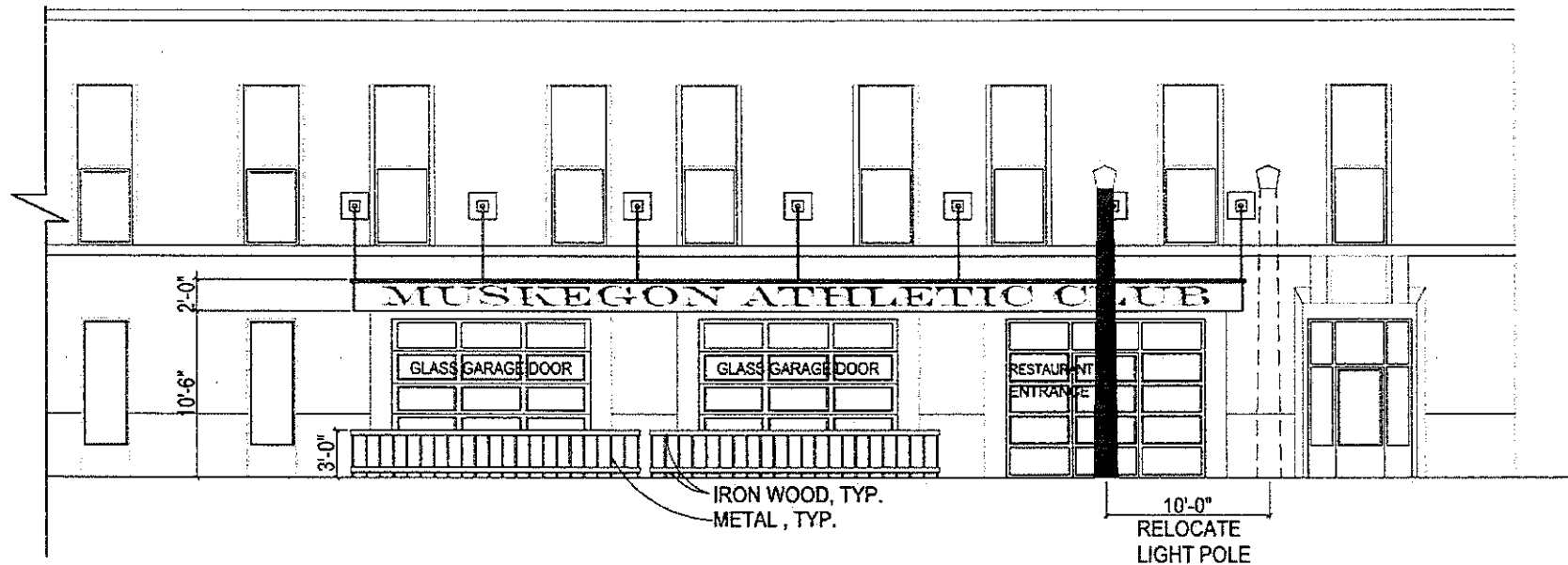
SUPPLEMENTAL CONDITIONS

- 1- The grantee shall be fully responsible for the maintenance of the encroachment(s) and any relocation that becomes necessary to facilitate other improvements within the right of way (s).
- 2- Grantee will be responsible to maintain and keep, for the duration of this agreement, a valid insurance coverage satisfactory to the City.
- 3- If approved (by the City Commission), a permit to work in the right of way must be obtained from the Engineering Department before any work begins.
- 4- Insurance: LICENSEE shall at all time carry liability insurance naming the City of Muskegon as "additional insured" in such amounts as are satisfactory to the City. The provision for liability insurance set forth shall remain in full force and effect in lieu of any other insurance requirement, provided that the City shall be given thirty (30) days written notice before a change in coverage may occur.
- 5- The City and/or its agent are not responsible for any damage to the facilities.
- 6- The LICENSEE shall at all times maintain at all times an unimpeded clearance (along the sidewalk) of at least 48" from the back of the curb.

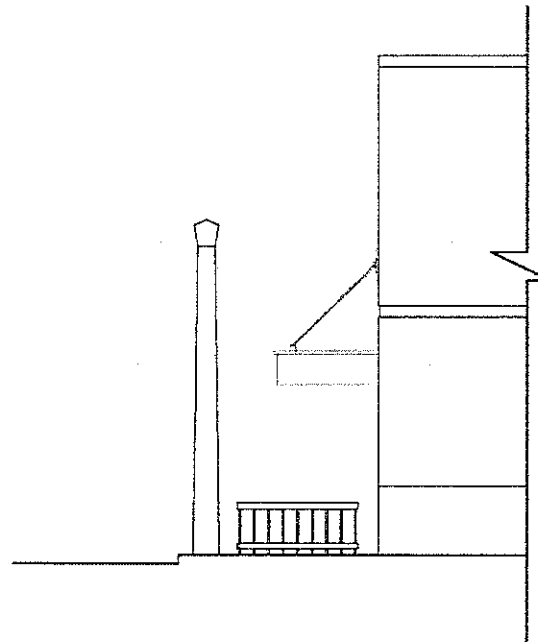


SITE PLAN W/ GATE, CURB, L. POLE & CANOPY LOCATION

SCALE: 1/16" = 1'-0"



FRONT ELEVATION



SIDE ELEVATION

MUSKEGON ATHLETIC CLUB LLC 04-08
333 WESTERN STE 1B
MUSKEGON, MI 49440

74-285/724
1090789

1031

DATE 7/30/08

PAY TO THE
ORDER OF

CITY OF MUSKEGON

\$ 100.00

ONE HUNDRED DOLLARS AND 00/100

DOLLARS

Security Features
Microprint
Details on Back



Independent Bank
MEMBER FDIC
888.300.3193 IndependentBank.com

MEMO

OUTSIDE SEASON PERMIT/CANOPY

[Signature]

⑆072402652⑆

⑆09⑈078 9⑈ 1031

XXXXXXXXXXXX

YOUR RECEIPT

THANK YOU

CALL AGAIN

XXXXXXXXXXXX

ENCLOSURE

100.00

100.00

CHECK

100.00

07/30/08-21-2008

YSSA LINE

Date: August 12, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Request for Encroachment Agreement
Baker College of Muskegon – Clay Ave.

SUMMARY OF REQUEST:

Baker College of Muskegon has submitted the attached encroachment agreement form requesting your permission to install 90 feet of PVC conduit under Morris Ave. along Third St. and place 198 feet of innerduct in the existing sleeves in each of the 66 foot rights-of way beneath First St., Second St., and Jefferson St. for a total encroachment of 288 feet.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the encroachment agreement install 90 feet of PVC conduit under Morris Ave. along Third St. and place 198 feet of innerduct in the existing sleeves in each of the 66 foot rights-of way beneath First St., Second St., and Jefferson St. for a total encroachment of 288 feet.per the attached plans.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON
ENCROACHMENT PERMIT AGREEMENT

REQUEST: A one-hundred dollar (\$100.00) non-refundable fee is required for processing of request.

1. LICENSEE proposes to install, repair or maintain improvements or facilities ("the encroachment"), in or abutting a street, alley, sidewalk, park, terrace or other property controlled or owned by the City of Muskegon, the encroachment being described as: (Attach exhibits) (1 unit equals 0-99 lineal feet)

Install 90 feet of PVC conduit under Morris Ave. along Third St. and place 198 feet of innerduct in the existing sleeves in the 66 foot rights-of way beneath First St., Second St., and Jefferson St. for a total encroachment of 288 feet.

2. The City-owned or controlled property (herein "property") subject to the encroachment is described as: [please insert a general description, and if required by the CITY, an accurate legal description]

3. The CITY is willing to grant such privilege upon the terms and conditions herein. This agreement shall constitute a permit under Chapter 74 of the Code of City Ordinances, and with all future amendments shall apply to any encroachment on public right of way or property.

PERMIT AGREEMENT:

THIS AGREEMENT is made and entered into this 12th day of August 2008, by and between the CITY OF MUSKEGON, a municipal corporation (hereinafter called CITY), and **Baker College of Muskegon, MI** (hereinafter called LICENSEE).

THEREFORE,

1. CITY does hereby grant unto LICENSEE the privilege of constructing, installing, maintaining, repairing and performing all necessary functions relating to the encroachment, and for that purpose to enter the property, for the term herein stated. This privilege shall be effective upon the delivery to the CITY of the required evidence of insurance coverage as outlined in paragraph 4 under this section and only after approval of this agreement by the City Commission and at which time an encroachment permit will be issued.

This grant is subject to the following special conditions: See supplemental conditions attached

2. That LICENSEE shall pay to the CITY for the privilege hereby granted the sum of **\$150.00** Dollars (**\$10.00**), per unit as described under Request, paragraph 1, applicable to the current Master Fee Resolution. Such payment is to be made upon the signing of this agreement to the City of Muskegon, and the privilege hereby granted shall continue for a period of five years from said date and renewal payment as set in the Master Fee Resolution to continue in five year intervals due on the first day of May unless sooner terminated as hereinafter provided.

3. INDEMNIFICATION. The LICENSEE shall indemnify and save harmless said GRANTOR of and from any liability for claims, damages, costs, expenses, or fees, including any attorney fees, or fines or awards brought against or charged to the CITY by any person, firm or corporation on account of or arising from the privilege hereby granted to LICENSEE or the activities of the LICENSEE related to the encroachment or this privilege. This indemnification obligation shall include all liabilities for environmental damage or releases of hazardous substances subject to any governmental or third party action. "Hazardous substance" is defined as any material constituting a prohibited or regulated substance under governmental law, rule, statute or regulation in force at any time, including future times.

4. INSURANCE. LICENSEE shall at all times carry liability insurance in such amounts as are satisfactory to CITY, and issued by companies acceptable to the CITY, licensed in the State of Michigan, naming CITY as an additional insured on any such policy. LICENSEE will file yearly with the CITY certificates or policies evidencing such insurance coverage. The insurance policies or certificates shall provide that the CITY shall be given thirty days written notice before a cancellation or change in coverage may occur. The types of coverage and coverage limits as required by City Engineer shall be as follows:

See supplemental conditions

5. BONDING. Before this agreement permit becomes valid, LICENSEE shall file with the CITY a bond conforming to the requirements of all applicable ordinances, and to cover removal of said encroachment in part or whole, if essential for CITY to do so. This Bond shall keep same in force during the entire term of this agreement.

6. The privilege hereby granted may be canceled and revoked in part or whole by the CITY at any time upon giving said LICENSEE thirty (30) days of written notice of such cancellation and revocation, with no refund of the fee required in paragraph 2 of Permit Agreement.

7. LICENSEE may surrender up the privilege hereby granted at any time upon giving notice in writing to the CITY thirty (30) days prior to such surrender with no refund of the fee required in paragraph 2 of Permit Agreement; provided, however, that upon the voluntary relinquishment or abandonment of this privilege, or upon cancellation or revocation thereof by the CITY, the LICENSEE shall remove any structure(s) erected upon, within or overhanging the area of encroachment and restore the property at LICENSEE'S expense and in a manner satisfactory to the CITY and in default thereof shall be liable to the CITY for any cost, damage or expense the CITY may sustain in such restoration.

8. That should said LICENSEE fail or refuse to conform to any of the conditions on its part to be performed hereunder, the privilege hereby granted shall immediately terminate and become null and void.

9. This agreement shall be binding upon the respective heirs, representatives, successors and assigns of the parties hereto.

Witnesses:

Irene Dempsey
Irene Dempsey

Linda Potter
Linda Potter

CITY OF MUSKEGON
By *[Signature]*
Stephen J. Warmington, Mayor

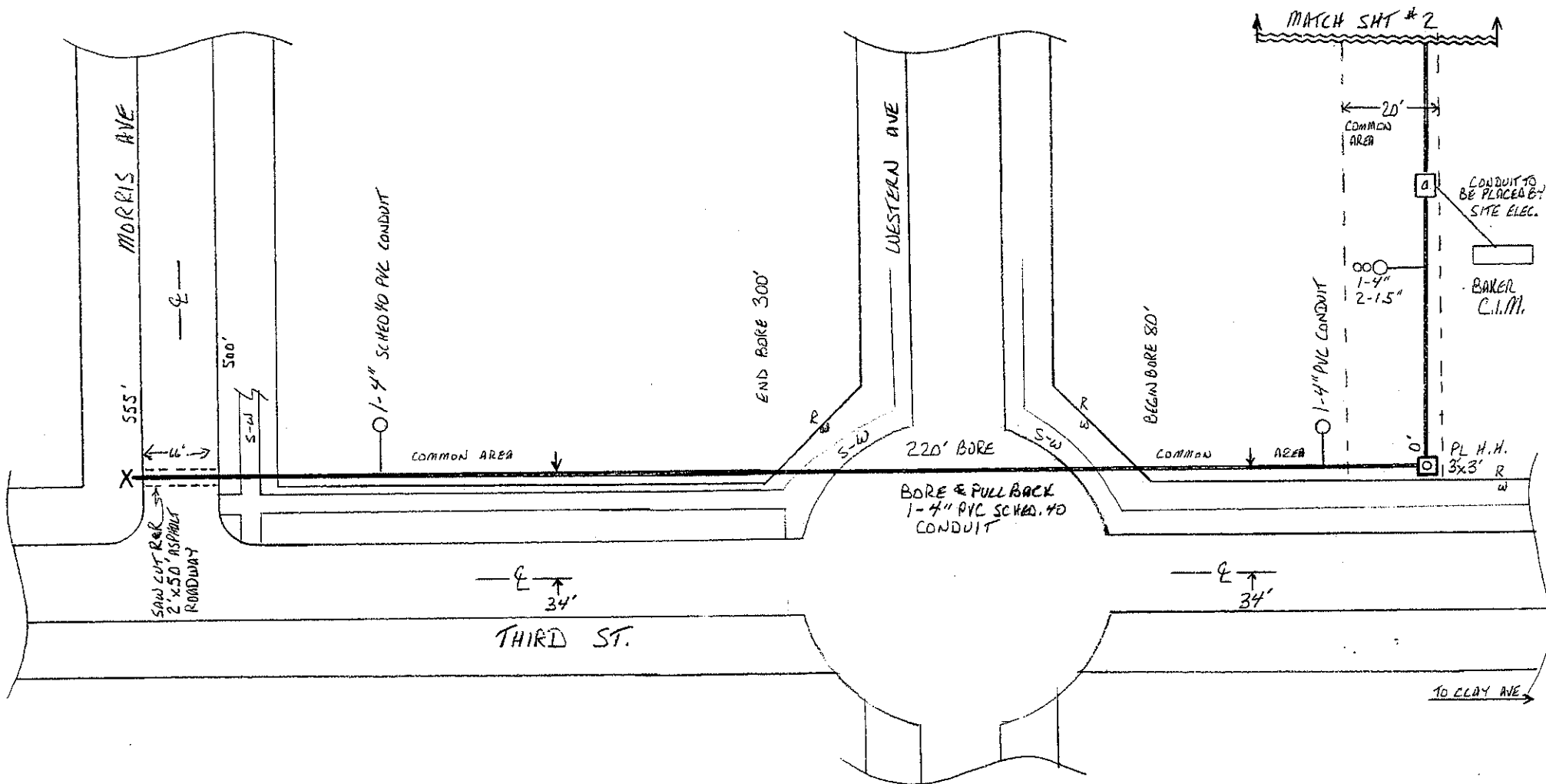
And *[Signature]*
Ann Marie Becker, Clerk

LICENSEE:
[Signature]

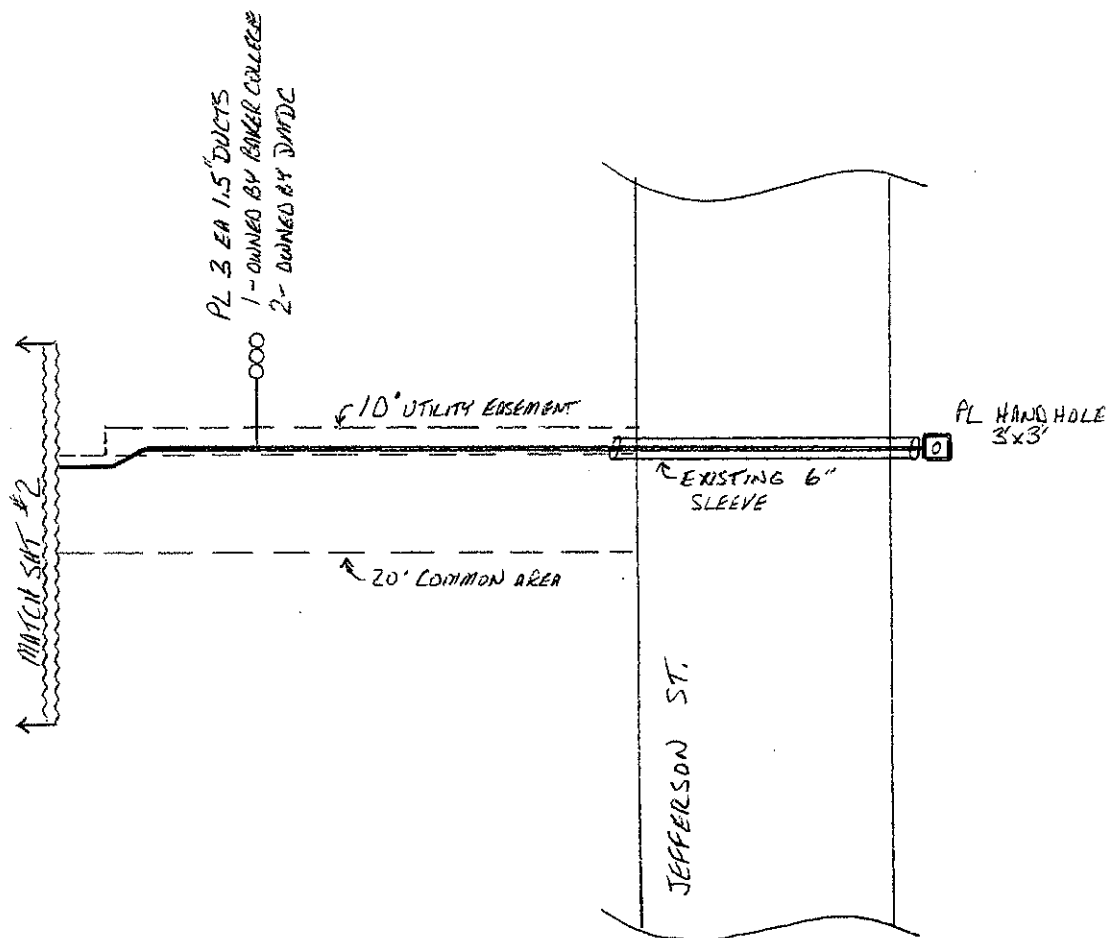
Brian Reagan
To Baker College

SUPPLEMENTAL CONDITIONS

- 1- The grantee shall be fully responsible for the maintenance of the encroachment(s) and any relocation that becomes necessary to facilitate other improvements within the right of way (s).
- 2- Grantee will be responsible to maintain and keep, for the duration of this agreement, a valid insurance coverage satisfactory to the City.
- 3- If approved (by the City Commission), a permit to work in the right of way must be obtained from the Engineering Department before any work begins.
- 4- Insurance: LICENSEE shall at all times carry liability insurance in such amounts as are satisfactory to the City. The provision for liability insurance set forth shall remain in full force and effect in lieu of any other insurance requirement, provided that the City shall be given thirty (30) days written notice before a change in coverage may occur.
- 5- The City and/or its agent are not responsible for any damage to the facilities.



DROPS _____ EXPOSURE _____	SURFACE	SUBSURFACE	EXCHANGE:		EXCH. #	W.O.#
	☐ FLD ☐ SOD ☒ BLKTP ☒ CONC ☐ GVL/STN	☒ FIRM ☐ CLAY ☐ SAND ☐ FLUID ☐ SOLID ROCK	DATE DRAWN	TITLE: <u>PL CONDUIT BAKER COLLEGE</u>		SCHEMATIC #
			ENGINEER: <u>[Signature]</u>	CO. <u>MUSKEGON</u>		DRAWING #
			APPROVED	TWP. <u>CITY OF MUSKEGON</u>		1 OF 3
			SEC.	T _____ R _____		



PROPOSED PARKING LOT
 FOR BAKER COLLEGE



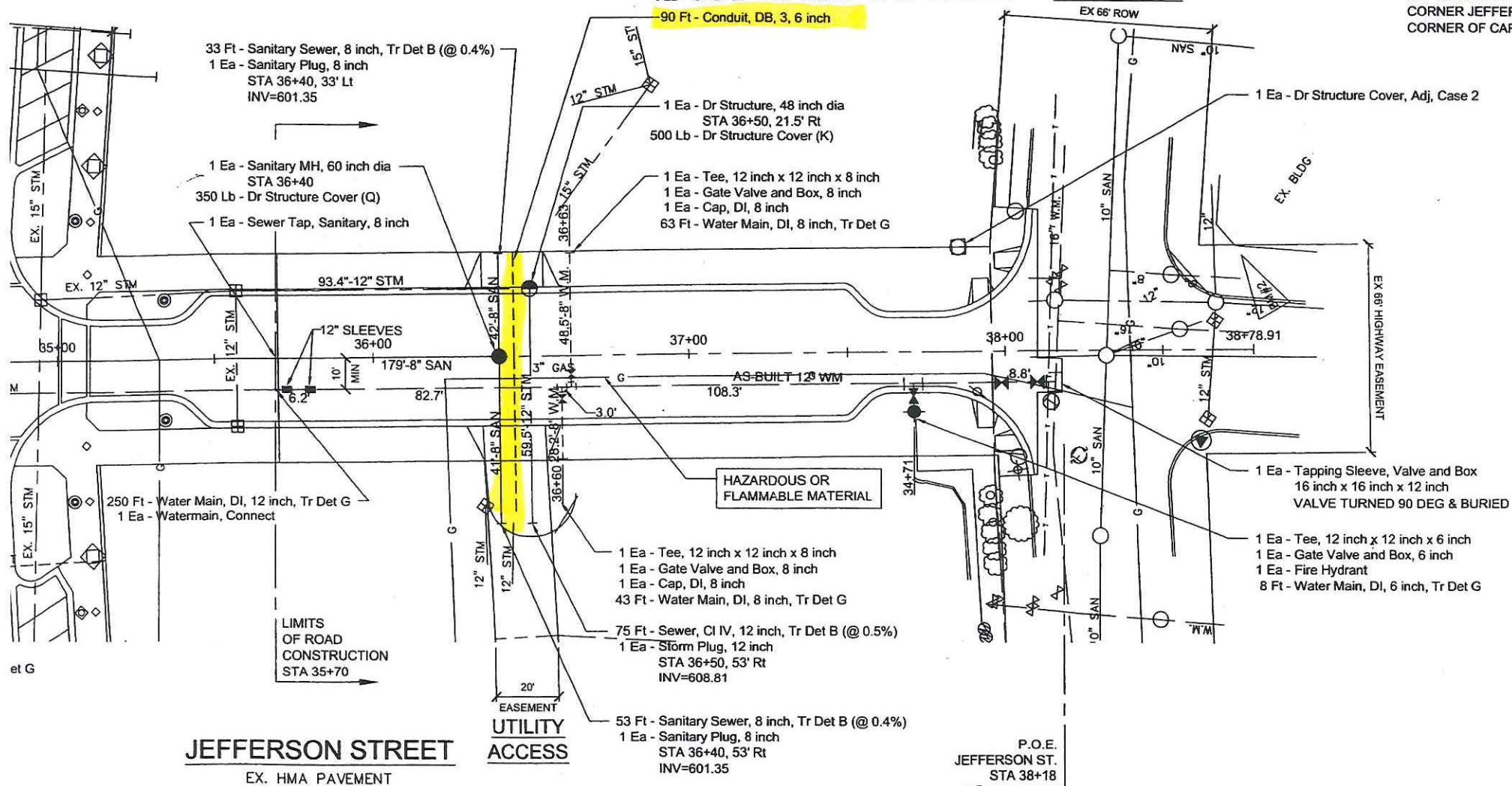
DROPS	SURFACE	SUBSURFACE	EXCHANGE		EXCH. #	W.O.#
			DATE DRAWN	TITLE: PL CONDUIT BAKER COLLEGE		SCHEMATIC #
EXPOSURE	☐ FLD ☐ SOD ☒ BLKTP ☐ CONC ☐ GVL/STN	☒ FIRM ☐ CLAY ☐ SAND ☐ FLUID ☐ SOLID ROCK	ENGINEER	CO.	CITY OF MUSKOGEE	
			APPROVED	TWP.	DRAWING #	
			SEC.	3 OF 3		

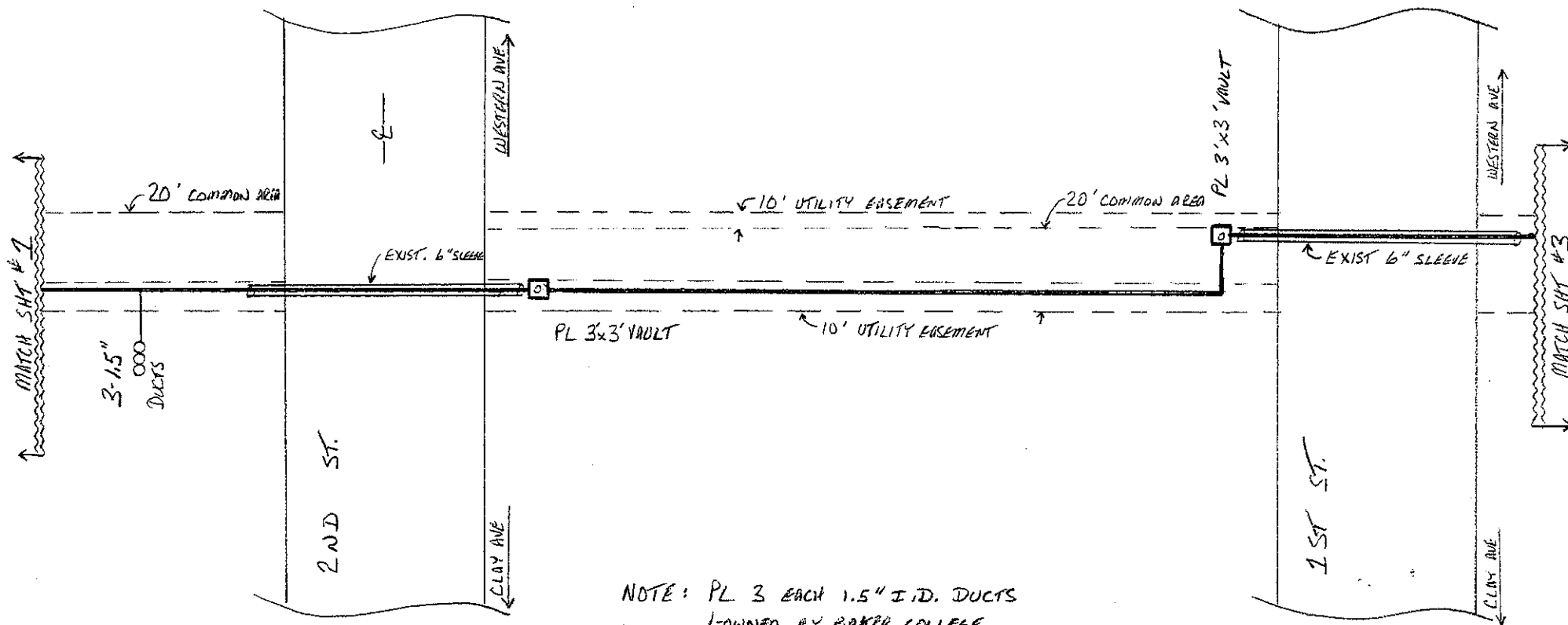
et G

—90 Ft - Conduit, DB, 3, 6 inch

P.O.E.
JEFFERSON ST.
STA 38+18

QL





NOTE: PL 3 EACH 1.5" I.D. DUCTS
 1-OWNED BY BAKER COLLEGE
 2-OWNED BY THE D.M.D.C.



DROPS	SURFACE	SUBSURFACE	EXCHANGE		EXCH. #	W.O.#	SCHEMATIC #
			DATE DRAWN	TITLE			
EXPOSURE	☐ FLD ☐ SOD	☒ FIRM ☐ CLAY	ENGINEER	PL CONDUIT BAKER COLLEGE	CO. MUSKEGON TWP. CITY OF MUSKEGON SEC. T R		DRAWING # 2 OF 3
	☒ BLKTP	☐ SAND	APPROVED				
	☒ CONC	☐ FLUID					
	☐ GVL/STN	☐ SOLID ROCK					

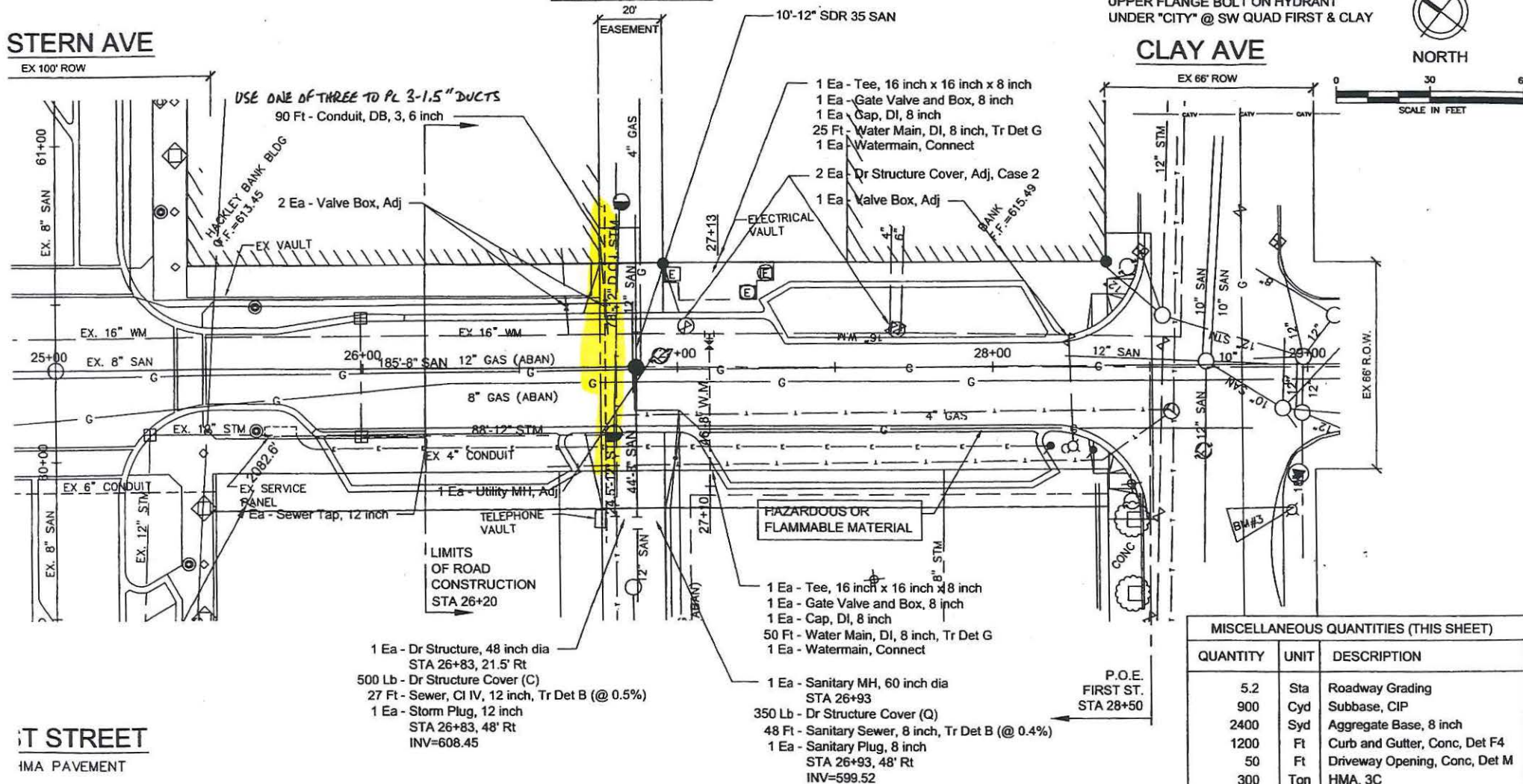
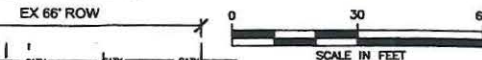
STERN AVE

EX 100' ROW

UTILITY ACCESS

BM #3 EL. 617.03'
UPPER FLANGE BOLT ON HYDRANT
UNDER "CITY" @ SW QUAD FIRST & CLAY

CLAY AVE



MISCELLANEOUS QUANTITIES (THIS SHEET)

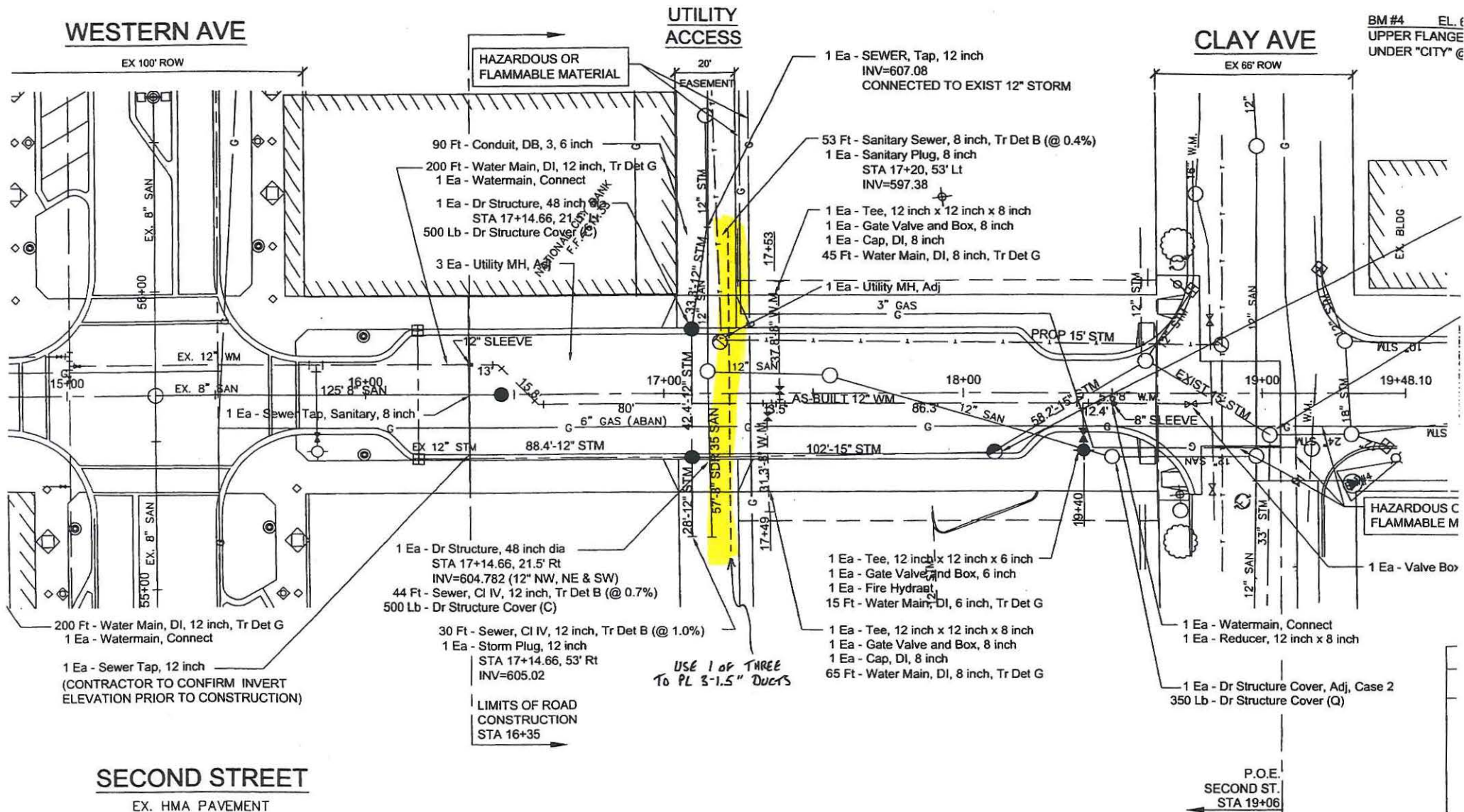
QUANTITY	UNIT	DESCRIPTION
5.2	Sta	Roadway Grading
900	Cyd	Subbase, CIP
2400	Syd	Aggregate Base, 8 inch
1200	Ft	Curb and Gutter, Conc, Det F4
50	Ft	Driveway Opening, Conc, Det M
300	Ton	HMA, 3C
225	Ton	HMA, 13A
6	Ton	HMA Approach

EX 100' ROW

20'

EX 66' ROW

BM #4 EL. 6
UPPER FLANGE
UNDER "CITY" @



LOW POINT ELEV = 609.86
LOW POINT STA = 16+15.03
PVI STA = 16+15

		LOW POINT ELEV = 609.86							
		LOW POINT STA = 16+15.03							
		PVI STA = 16+15							

Date: August 5, 2008
To: Honorable Mayor and City Commissioners
From: Lowell Kirksey, Recreation Supervisor
RE: Memorial Honoring Commissioner Kevin Davis

SUMMARY OF REQUEST: Beachwood-Bluffton Neighborhood Association request that the volleyball court area at Pere Marquette Park north of Captain Jacks Restaurant be named Kevin Davis Volleyball Ct., in honor of former Commissioner Kevin Davis for his public service to the citizens of Muskegon, and devotion to developing Beach volleyball at Pere Marquette Park.

The Neighborhood association will have a dedication ceremony at their community picnic, August 19th 6:00PM at the Margaret Drake-Elliott pavilion.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval.

COMMITTEE RECOMMENDATION: The Leisure Service Board approved the recommendation at there February 19 meeting.

Commission Meeting Date: August 12, 2008

Date: August 5, 2008

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Department

RE: Reallocation of 2008 HOME Funds

SUMMARY OF REQUEST: To approve for the Commission to direct the CNS office to amend the 2008 – 2009 Action Plan in order to deduct \$65,000 from the HOME Total Rehabilitation program in order that it may be used for the City's Pilot Weatherization program. This plan assisted 22 Muskegon households in which 91% were senior citizens. The households received assistance with windows, doors, insulation, thermostats and furnaces.

The CNS office, in an attempt to be proactive, established this pilot program in expectation of the predicted 30% increase in energy cost this coming winter.

FINANCIAL IMPACT: The HOME Total Rehabilitation program will be decreased by \$65,000. The Pilot Weatherization program will be funded at \$65,000. After the CNS office has sold homes out of our existing inventory and all deficit arrears have been met, revenues from our HOME sales will be placed back in the Total Rehabilitation program at an amount of \$65,000.

BUDGET ACTION REQUIRED: Stated above.

STAFF RECOMMENDATION: To direct staff to amend the 2008 – 2009 Action Plan to fund the Pilot Weatherization program.

COMMITTEE RECOMMENDATION: The City Commission approved the Weatherization Program on April 22, 2008.

Order	Address	Windows	Cost @ \$248	Glass Block Windows	Cost @ \$160	Entry Door	Cost @ \$454	Furnace
2	225 Iona	13	3,224	3	480	1	454	1
3	392 W. Grand	17	4,216	8	1,280	1	454	1
4	389 Merrill	12	2,976	6	960	2	908	1
5	1423 Lakeshore	1	248	6	960	4	1,816	0
6	1718 Hoyt	15	3,720	6	960	1	454	1
7	1111 Michigan	4	992	2	320	0	0	0
8	861 Oak	12	2,976	6	960	2	908	0
9	417 Yuba (DOORWALL)	9	2,232	9	1,440	2	908	0
10	401 Monroe	41	10,168	6	960	0	0	1
11	1583 Lakeshore	4	992	6	960	0	0	0
13	1784 Smith	9	2,232	4	640	1	454	1
14	879 Oak	4	920	4	640	2	908	0
15	831 Turner	10	2,480	0	0	1	454	0
16	432 Catherine	16	3,968	9	1,440	1	454	0
17	461 Yuba	0	0	5	800	1	454	1
18	1533 Hoyt	20	4,960	0	0	3	1,362	0
19	1818 Ray	14	3,472	4	640	0	0	1
20	463 Mulder	13	3,224	4	640	2	908	0
21	368 Sumner	12	2,976	0	0	2	908	1
22	1489 Terrace	17	4,216	0	0	0	0	0
23	1960 Cutler	2	496	6	960	1	454	1
24	2080 Cutler	0	0	5	800	0	0	0
4	909 W. Grand	0	0	0	0	0	0	0
12	1853 Wood	0	0	0	0	0	0	0
		245	\$60,720	99	\$15,840	27	\$12,258	10

Date: August 12, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Sanitary Sewer Repair at Apple Ave. & Spring St.

SUMMARY OF REQUEST:

Authorize staff to enter into an agreement with Felco Contractors, Inc. to make necessary repairs of the sanitary sewer at the intersection of Apple Ave. and Spring St. as a change order to the Pine St., Apple Ave. to Western Ave. construction project.

FINANCIAL IMPACT:

The estimated cost of \$24,389.00.

BUDGET ACTION REQUIRED:

None at this time

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Felco Contractors, Inc. to provide all labor and materials to perform the tasks outlined in the attached change order.

COMMITTEE RECOMMENDATION:

Date: August 12, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Construction Engineering Services for:
Richards Park Building Demolition

SUMMARY OF REQUEST:

Authorize staff to enter into a construction engineering services agreement with Environmental Resources Management, Inc. (ERM) to perform the demolition support services for the former wastewater treatment plant at Richards Park including bid document preparation, environmental oversight, and demolition oversight.

ERM is being recommended due to the reasonable fee proposal \$14,500.00 as well as their expertise in environmental issues.

FINANCIAL IMPACT:

\$14,500.00

BUDGET ACTION REQUIRED:

None since the project was budgeted for in the 2008 CIP

STAFF RECOMMENDATION:

Authorize staff to enter into a construction engineering services agreement with ERM

COMMITTEE RECOMMENDATION:

Date: August 4, 2008
To: Honorable Mayor and City Commissioners
From: Assistant Finance Director
RE: Home Rehabilitation Fund Deficit Elimination Plan

SUMMARY OF REQUEST: At December 31, 2007 the City of Muskegon Home Rehabilitation Fund had a deficit balance of \$231,345. Act 275 of the Public Acts of 1980 requires that the City file a Deficit Elimination Plan with the Michigan Department of Treasury. Staff is requesting adoption of the Home Rehabilitation Fund Deficit Elimination Plan Resolution.

FINANCIAL IMPACT: As presented by the Deficit Elimination Plan the Home Rehabilitation Fund will no longer have a deficit by December 31, 2009.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the Home Rehabilitation Fund Deficit Elimination Plan Resolution.

COMMITTEE RECOMMENATION:

DEFICIT ELIMINATION PLAN
City of Muskegon
August 1, 2008

At December 31, 2007 the City of Muskegon Home Rehabilitation Fund had a deficit balance of \$231,354. This deficit was caused by a depressed home sales market. On December 31, 2007 the City had five homes for sale and all had been on the market for at least 10 months.

<u>Address</u>	<u>Selling Price</u>	
237 Walton	\$89,500	
435 Monroe	\$69,000	
867 Williams	\$67,000	
451 Isabella	\$62,000	
214 Myrtle	\$90,000	\$377,500

Since the December 31, 2007 the City has sold 237 Walton. The following homes have been completed and are now for sale:

539 Orchard	\$78,900	
218 Catherine	\$72,500	
1581 Division	\$92,500	\$243,900

At June 30, 2008 the deficit had been reduced by \$60,217 to \$171,137. The Community and Neighborhood Services Office is working diligently to get these homes sold. The following is a listing of programs instituted to sale as many homes as possible by December 31, 2008.

Option to Purchase Program

In April of 2008 the Community and Neighborhood Services office created a pilot program that offered the opportunity to lease two of the homes in our inventory with the intent to purchase. These homes are located at 867 Williams and 435 Monroe. Currently both homes are occupied. The tenants were responsible for a \$1,500 deposit and both pay approximately \$600 per month. The tenants at 867 Williams hope to obtain a mortgage before the end of the year. The tenant at 435 Monroe hopes to obtain a mortgage within the next 24 months.

Opportunity to Bid

In late August or early September, the CNS office will offer the opportunity to bid on the property at 451 Isabella. Any qualified first-time home-buyer will be able to bid on the property if they have been pre-qualified. The minimum bid is \$50,000. If this process is

not successful, then it will be brought to the City Commission to offer this property as part of the Option to Purchase program.

Marketing Program

The CNS office has an aggressive marketing plan for the remaining homes in the City's inventory.

1. All homes have been advertised in the Sunday Muskegon Chronicle for approximately the last month and will continue to be advertised every Sunday until October.
2. All homes will be advertised in the Annual Parade of Homes in August, which is a regional publication that covers all of Muskegon, Ottawa and some parts of Kent County.
3. In August, the asking price of two of the homes will be decreased: 218 Catherine from \$72,500 to \$70,000 and 539 Orchard from \$78,900 to \$75,000.
4. In September, presentations will be made to a number of nursing homes in the community about the City's homes and what buyers must do to qualify. In the past we have been successful at selling to young ladies who are nursing aids.
5. Also in September a presentation is being planned for West Michigan Steel employees.

We will continue to aggressively market our homes through the City's website, during community events and also through the always effective "word of mouth."

The following table shows the 2008 and 2009 budget for the Home Rehabilitation Fund.

	2007	Budgeted 2008	Budgeted 2009
Beginning Fund Balance January 1,	\$ -	\$ (231,354)	\$ (76,354)
Revenues			
Federal Grants	\$ 445,833	\$ 380,000	\$ 375,000
Other - proceeds from sale of assets	\$ 146,210	\$ 275,000	\$ 300,000
Total Revenues	\$ 592,043	\$ 655,000	\$ 675,000
Expenditures			
Capital Outlay	\$ 823,397	\$ 500,000	\$ 450,000
Ending Balance December 31,	\$ (231,354)	\$ (76,354)	\$ 148,646

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. 2008-73(d)

WHEREAS City of Muskegon's Home Rehabilitation Fund had a \$231,354 deficit fund balance on December 31, 2007; and

WHEREAS, Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury:

NOW THEREFORE, IT IS RESOLVED that the City Commission of the City of Muskegon adopts the following as the City of Muskegon's Home Rehabilitation Fund Deficit Elimination Plan:

	2007	Budgeted 2008	Budgeted 2009
Beginning Fund Balance January 1,	\$ -	\$ (231,354)	\$ (76,354)
Revenues			
Federal Grants	\$ 445,833	\$ 380,000	\$ 375,000
Other - proceeds from sale of assets	\$ 146,210	\$ 275,000	\$ 300,000
Total Revenues		\$ 655,000	\$ 675,000
Expenditures			
Capital Outlay	\$ 823,397	\$ 500,000	\$ 450,000
Ending Balance December 31,	\$ (231,354)	\$ (76,354)	\$ 148,646

Adopted this 12th day of August, 2008

By: _____

Stephen J. Warmington
Its Mayor

By: _____

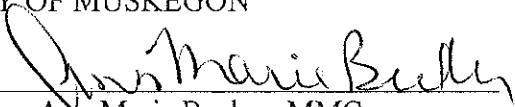
Ann Marie Becker, MMC
Its Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City commission, held on August 12, 2008. The meeting was properly held and noticed pursuant to Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1967.

CITY OF MUSKEGON

By: _____


Ann Marie Becker, MMC

City Clerk

City Commission Meeting
Tuesday August 12, 2008

TO: Honorable Mayor and City Commissioners
FROM: Anthony L. Kleibecker, Director of Public Safety
DATE: August 5, 2008
SUBJECT: Purchase of Video Security System-City Hall

Summary of Request:

The Director of Public Safety is requesting commission approval to purchase a video security system to be installed in various locations throughout city hall. The locations include all entrances, the basement, the public area of the police department and the public area adjacent to the treasurer's service counter.

Three bids were solicited. They are as follows:

Lakeshore Security & Electronics	Hesperia	\$7,253.15
ADT	Wyoming	\$9,225.00
Vision Technology International	Grandville	\$12,383.00

This project is a joint effort between Public Safety, Engineering and Information Technology. Staff recommends that the bid from Lakeshore Security & Electronics be accepted.

Financial Impact:

The city applied for and has been approved for a grant from the Michigan Municipal Risk Management Authority. The grant will cover 50% funding up to \$5,000 towards this project.

Budget Action Required:

None

Staff Recommendation:

Approval of the purchase.

Dykman, Kurt

From: Brad Geyer [bsgeyer@hughes.net]
Sent: Sunday, June 24, 2007 8:32 PM
To: Dykman, Kurt
Subject: Camera system quote

The following is the quote you requested for installing a video surveillance system in Muskegon City Hall.

LIST OF MATERIALS;

- 1) SPECO DVR16TN30 DIGITAL RECORDER WITH 320 GB HARD DRIVE
- 8) SONY COLOR CAMERAS WITH BACK LIGHT COMPENSATION
- 8) 3.5 TO 8 mm AUTO IRIS LENSES
- 7) INDOOR CAMERA MOUNTS
- 1) WEATHER PROOF HOUSING WITH HEATER AND BLOWER
- 1) 8 CAMERA POWER SUPPLY
- 1) 13 INCH COLOR MONITOR
- WIRE, CONNECTORS, AND MISC.

TOTAL COST INSTALLED \$6803.15

7253.15

INSTALL INTERCOM FROM BASEMENT TO POLICE ENTRANCE \$450.00

Thank you for allowing Lakeshore Security and Electronics to quote on your CCTV needs. If you have any questions please give me a call at (888) 271-5055.

Sincerely,
Brad Geyer

1-888-271-5055
TOLL FREE

Cell 231 578-0808



**LAKESHORE SECURITY
& ELECTRONICS, INC.**

BRAD GEYER
President

4661 N. DICKINSON AVE.
HESPERIA, MI 49421

Proposed Equipment: Closed-Circuit Television System

<u># of Devices</u>	<u>Type of Device</u>
1	9-Channel Digital Recorder w/ 500 GB Hard Drive and CD/RW
6	Indoor Color Dome High-Resolution Dome Cameras with 3-9mm Lenses
2	Outdoor Day / Night High-Resolution Cameras with 3.5 8mm Lenses
1	16-Camera Power Supply
1	Aiphone Intercom System for Main Entry
	Necessary wire, labor and materials

Total Investment: 8 Cameras with 9-Camera Recorder**Customer Owned**

Equipment and Installation Fee:	\$ 8,840.00
Monthly Maintenance Fee:	\$ 76.00 (optional)

Investment Option II: 8 Cameras with 16-Camera Recorder**Customer Owned**

Equipment and Installation Fee:	\$ 9,225.00
Monthly Maintenance Fee:	\$ 81.00 (optional)

** Customer to provide Network PC and 110 volt AC power at the digital recorder and aiphone location.

** Installation Fee includes complete installation of the above-proposed equipment, training on the use of the system, necessary wire, labor, and materials.

Sincerely,

Todd M. Fenech
ADT Security Services



Date	Estimate #
6/26/2007	1294

Project
Intercom System

Subtotal	\$565.00
Sales Tax (6.0%)	\$0.00
Total	\$565.00

✱



Vision Technology International, Inc

100 Grandville Ave. SW
Suite 202
Grand Rapids, MI. 49503
Phone (616) 233-9622
Fax (616) 233-9585
www.vticctv.com

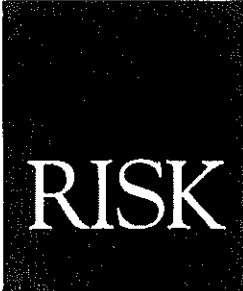
Proposal

Date	Estimate #
6/26/2007	1292

Name / Address
City of Muskegon Mike Vander Molen / IT Department 933 Terrace Muskegon, MI 49443

Project	
Regular camera system	
Description	Qty
armordome infared 2.08-10 varifocal / auto iris	1
infared 2.08-10 varifocal / auto iris	7
24V Camera Power Supply, Distribution Box	1
16 Channel 120FPS Rackmount DVR 250GB	1
1000' Spool Siamese Cable - Non-Plenum	1
BNC Connectors	16
Installation	30
1. DOES NOT include 120 v power to unit	
2. DOES NOT include DVR network connection	
3. DOES NOT include overtime	
Subtotal	
\$11,818.00	
Sales Tax (6.0%)	
\$0.00	
Total	
\$11,818.00	

*

The logo for the Michigan Municipal Management Authority, featuring the word "RISK" in a large, white, serif font against a dark, textured rectangular background.

Michigan Municipal
MANAGEMENT
AUTHORITY

May 28, 2008

BOARD OF DIRECTORS

JAMES KOHMESCHER
Chairman
City of Wyoming

JAMES SCHARRET
Vice Chairman
City of Southfield

MICHAEL WELSCH
Secretary
AuSable Valley
Mental Health

MICHAEL BOSANAC
Monroe County

RICHARD BURKE
City of Ishpeming

MICHAEL DORNAN
City of Wixom

CINDY KING
Charter Township
of Van Buren

LEONARD PETERS
Eaton County

ROBERT SEETERLIN
Charter Township
of Waterford

THOMAS YACK
Charter Township
of Canton

MICHAEL L. RHYNER
Executive Director

Anthony Kleibecker
City of Muskegon
933 Terrace Street
Muskegon, MI 49443

RE: RAP

Dear Mr. Kleibecker:

I am pleased to inform you that your RAP application was approved. The Committee authorized 50% funding up to \$5,000 for your security project.

Payment will be based upon confirmation from the City of Muskegon of their payment of their portion of the expense. Please send a copy of your paid invoice or other documentation of the expenditure. Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application.

Payment of RAP funds is contingent upon the City of Muskegon remaining a Member of MMRMA and in compliance with the Joint Powers Agreement. Your reimbursement is valid for six months from the date of this letter.

Sincerely,

Charles Schwab
Director of Risk Management

CS/clc

cc: Timothy Paul, Finance Director
Ibex Insurance Agency