CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 10, 2012

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- **CALL TO ORDER:**
- **PRAYER:**
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **HONORS AND AWARDS:**
- **INTRODUCTIONS/PRESENTATION:**
- **CONSENT AGENDA:**

   A. **Approval of Minutes.** CITY CLERK

   B. **Contract for Mowing Services.** PLANNING & ECONOMIC DEVELOPMENT

   C. **Grant Application for Safety Funds.** ENGINEERING

   D. **HOME Consortium Application.** COMMUNITY & NEIGHBORHOOD SERVICES

   E. **MUFD Equipment Request (Self-Contained Breathing Apparatus).** PUBLIC SAFETY

   F. **2012-2013 Michigan Municipal League Membership Dues.** CITY CLERK

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

   A. **Appointment of Mayor.** CITY MANAGER

- **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 Cummings, City Clerk, 933 Terrace Street, Muskegon, MI 49440 or by calling (231) 724-6705 or TDD: (231) 724-4172.

Date: July 10, 2012

To: Honorable Mayor and City Commissioners

From: Ann Marie Cummings, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the June 26th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 26, 2012

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, June 26, 2012.

Mayor Warmington opened the meeting with a prayer from Mr. George Monroe from the Evanston Avenue Baptist 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 Byron Turnquist, Eric Hood, Lawrence Spataro, Willie German, and Sue Wierengo, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

2012-50 HONORS AND AWARDS:

A. Recognition of Norma Horan for her Contributions to Hackley Park.

Mayor Warmington presented a Resolution to Norma Horan who after her husband Joe Horan's passing decided to honor him by improving the landscaping of Hackley Park.

2012-51 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the June 11th Commission Worksession Meeting and the June 12th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Human Resources Agreement. CITY MANAGER

SUMMARY OF REQUEST: To renew the agreement with County of Muskegon to provide human resource services to the City from July 1, 2012 through June 30, 2013.

FINANCIAL IMPACT: $75,000 plus incidental costs.

BUDGET ACTION REQUIRED: None.

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

C. Approval of Realtor for Community & Neighborhood Services. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve Greenridge Realty to be used by the City of Muskegon in the sale of CNS properties. CNS received three bids.

FINANCIAL IMPACT: The funding for any projects the realtor would be used for would come out of the funds the house was originally established under: CDBG, HOME or NSP1.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve Greenridge Realty for the Community and Neighborhood Services office.

D. Liquor License Request from Muskegon Country Club. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Muskegon Country Club, 2801 Lakeshore Drive to transfer ownership of a Class C license from Carbon Nite, LLC, 760 W. Broadway, Norton Shores to the Muskegon Country Club.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.

E. Mueller CL-12 Watermain Tapping Machine Repair. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to purchase repair services from the original equipment manufacturer, Mueller Co. of Decatur, Illinois, to rebuild and recondition our Mueller CL-12 Watermain Tapping Machine.

FINANCIAL IMPACT: Total Cost $10,500.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase.

F. Purchase of GPS Units. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to purchase between forty and fifty GPS units from Networkfleet to be installed on a number of City owned vehicle/trucks operated by DPW and other departments.

The proposal calls for the City to trade in the Shadowtracker units the City owns at this time and invest up to $26,000 (budgeted in the 2012/2013 CIP) for the proposed units which would be used, at minimum, to track trips, idling and required vehicle maintenance. The recommendation to purchase from Networkfleet is the result of evaluating various other products (Fleetmatics) and having Networkfleet's product for the last six months and found them to be exactly what we need in addition to submitting the lowest price.

FINANCIAL IMPACT: Invest between $24,000 & $26,000 the first year which includes the purchase of the units and an annual investment of $25.95/month/unit after the first year.

BUDGET ACTION REQUIRED: None at this time, however, future budget will include a $25.95/month/unit for maintenance and technical support.

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with Networkfleet to purchase the GPS units and the annual subscription fee for an additional two years.

G. **Consideration of Bids for S-661 Evanston Lift Station Rehabilitation.** ENGINEERING

SUMMARY OF REQUEST: Award the Evanston Lift Station Rehabilitation project – S-661 to Jackson Merkey out of Muskegon, MI since they were the lowest responsible bidder with a total bid price of $193,585.

FINANCIAL IMPACT: The construction cost of $193,585 plus engineering.

BUDGET ACTION REQUIRED: None since this project is on the 2012/2013 CIP's list.

STAFF RECOMMENDATION: Award the contract to Jackson Merkey.

I. **Consideration of Bids for Hackley Avenue, Glen to Hudson Water Main Replacement (W-734).** ENGINEERING

SUMMARY OF REQUEST: Award the project to Jackson Merkey who submitted the preliminary bid of $642,662.45.

FINANCIAL IMPACT: The construction cost of $642,662.45 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None at this time, this project is in the 2012/2013 CIP budget.

STAFF RECOMMENDATION: Award the contract to Jackson Merkey.

Motion by Vice Mayor Gawron, second by Commissioner Wierengo to approve the Consent Agenda as presented minus item H.

ROLL VOTE: Ayes: Warmington, Hood, Spataro, German, Gawron, Wierengo, and Turnquist

Nays: None

MOTION PASSES

2012-52 ITEM REMOVED FROM THE CONSENT AGENDA:

H. Gaming License Request from Red's Youth Center/Restoration Restore a Generation. CITY CLERK

SUMMARY OF REQUEST: Red's Youth Center/Restoration Restore a Generation, 1855 Peck Street, Muskegon, is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a Gaming License. They have been recognized as a 501(c)(3) organization by the State.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the Gaming License request from Red's Youth Center/Restoration Restore a Generation recognizing them as a 501(c)(3) organization by the City.

ROLL VOTE: Ayes: Hood, Spataro, German, Gawron, Wierengo, Turnquist, and Warmington

Nays: None

MOTION PASSES

2012-53 NEW BUSINESS:

A. Request for Final Planned Unit Development Approval for 372 Morris Avenue. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The request for Preliminary and Final Planned Unit Development (PUD) approval at 372 Morris Avenue for a mixed use development. The request is by Bob Dykstra, Urban Renaissance Group, LLC.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends final approval of the PUD provided that the conditions listed in the resolution are met.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the Preliminary PUD and the final PUD, with the conditions listed on the resolution, at their June 14, 2012 meeting. The vote was unanimous with T. Michalski and W. Parker absent.

Motion by Commissioner Spataro, second by Commissioner Hood to approve the request for preliminary and final Planned Unit Development approval for 372 Morris Avenue.

ROLL VOTE: Ayes: Spataro, German, Gawron, Wierengo, Warmington, and

Hood

Nays: Turnquist

MOTION PASSES

B. <u>Charter Amendments Regarding Millage Cap and Senior Transit Millage.</u> CITY MANAGER

SUMMARY OF REQUEST: To approve a charter amendment to set a specific millage rate limit and a charter amendment for a Senior Transit millage.

FINANCIAL IMPACT: A Senior Transit millage would generate funds to support the Senior Transit program.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: These amendments are provided pursuant to direction from the City Commission at their meeting on June 12, 2012.

Motion by Commissioner Spataro, second by Commissioner Wierengo to approve the Charter Amendments regarding millage cap and Senior Transit millage using the revised documents and place them on the November ballot.

ROLL VOTE: Ayes: German, Gawron, Wierengo, Turnquist, Warmington, Hood, and Spataro

Nays: None

MOTION PASSES

C. <u>Senior Transit Funding.</u> CITY MANAGER

SUMMARY OF REQUEST: To continue the Senior Transit Program from July 1, 2012, through December 31, 2012, under the following terms and funding requirements:

1. Raise the rate per ride from $1.50 to $3.00;
2. Fill the remaining funding gap by utilizing unanticipated savings in the Streets/Lighting budget;
3. Continue the 5-day per week operation.

FINANCIAL IMPACT: Approximately $24,120 cost to the City's General Fund.

BUDGET ACTION REQUIRED: The 2012-2013 budget will need to be amended during the first quarter.

STAFF RECOMMENDATION: To approve the proposed terms and funding for the Senior Transit Program for July 1, 2012, through December 31, 2012.

Motion by Vice Mayor Gawron, second by Commissioner Wierengo to approve the proposed terms and funding for the Senior Transit Program for July 1, 2012, through December 31, 2012.

ROLL VOTE: Ayes: Gawron, Wierengo, Turnquist, Warmington, Hood, Spataro, and German

Nays: None

MOTION PASSES

D. <u>DDA On-Premise Liquor License for Nemesis, Inc.</u> PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the resolution approving a Downtown Development Authority On-Premise Liquor License for Nemesis, Inc. at 333 W. Western Avenue. The Liquor Control Code allows for additional liquor licenses within Downtown Development Authority Districts under certain conditions.

FINANCIAL IMPACT: Approval of the Liquor License will allow for a new restaurant in the downtown area which should result in increased revenue for the City.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution.

Motion by Commissioner Hood, second by Commissioner Wierengo to approve the resolution for a Downtown Development Authority On-Premise Liquor License for Nemesis, Inc. at 333 W. Western Avenue.

ROLL VOTE: Ayes: Wierengo, Turnquist, Warmington, Hood, Spataro, German, and Gawron

Nays: None

MOTION PASSES

E. <u>Concur with the Housing Board of Appeals Notice and Order to Demolish the Following:</u> PUBLIC SAFETY

230 Myrtle (Area 11)

510 Ottawa (Area 11)

450 W. Southern (Area 11)

1290 Wood (Area 11)

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Hosing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within 30 days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: CDBG Funds.

BUDGET ACTION REQUIRED: None.

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

Motion by Commissioner Spataro, second by Vice Mayor Gawron to concur with the Housing Board of Appeals notice and order to demolish 510 Ottawa Street and 450 W. Southern Avenue.

ROLL VOTE: Ayes: Turnquist, Warmington, Hood, Spataro, German, Gawron, and Wierengo

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Vice Mayor Gawron to concur with the Housing Board of Appeals notice and order to demolish 230 Myrtle.

ROLL VOTE: Ayes: Warmington, Hood, Spataro, German, Gawron, Wierengo, and Turnquist

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Commissioner German to concur with the Housing Board of Appeals notice and order to demolish 1290 Wood.

ROLL VOTE: Ayes: Hood, Spataro, German, Gawron, Wierengo, Turnquist, and Warmington

Nays: None

MOTION PASSES

F. <u>Filling the Mayor's Vacancy.</u> CITY MANAGER

Explanation of deadlines was given by City Manager Bryon Mazade.

ANY OTHER BUSINESS: Jenny Osborne, owner of CJ's on the Beach, spoke about the liquor license and lease violation.

Mayor Warmington thanked the City for the Open House. He thanked the employees of the Marine Tap Room for their support, the Commission, City Manager and Staff, DPW and City employees, Police and Firefighters. He thanked the citizens who got involved in committees, Pastors, Neighborhood Associations, Muskegon Chronicle, and others. Thanked the Commissioners for allowing him to be their voice and for everything that has been accomplished.

PUBLIC PARTICIPATION: Public comments received.

2012-53 CLOSED SESSION: <u>To Discuss Property Acquisition.</u>

Motion by Commissioner Spataro, second by Commissioner Wierengo to

go into Closed Session to discuss property acquisition.

Ayes: Gawron, Wierengo, Turnquist, Warmington, Hood, Spataro, and German

Nays: None

MOTION PASSES

Motion by Commissioner Turnquist, second by Commissioner Spataro to come out of Closed Session.

Ayes: All Ayes

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 8:12 p.m.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

Commission Meeting Date: July 10, 2012

Date: June 25, 2012

To: Honorable Mayor and City Commissioners

From: Planning & Economic Development

RE: Contract for Mowing Services

SUMMARY OF REQUEST:

To approve a two-year contract with the Sheldon Park Neighborhood Improvement Association for the maintenance of two City owned lots in the Sheldon Park neighborhood.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize execution of the contract. The responsibility for cleaning and mowing these lots would belong to the Association rather than the City and would extend through 2013. The City's estimated cost of $1000.00 to maintain the lots over this period would then be donated to the Association. The neighborhood has maintained the lots for several years under similar agreements and has done a great job.

CITY OF MUSKEGON
NEIGHBORHOOD CITY LOT MAINTENANCE AGREEMENT

THIS AGREEMENT effective July 1, 2012 is made between the CITY OF MUSKEGON, 933 Terrace Street, Muskegon, Michigan ("City") and the SHELDON PARK NEIGHBORHOOD IMPROVEMENT ASSOCIATION, of 1128 Roberts Street, Muskegon, Michigan ("Sheldon Park"), because Sheldon Park wishes to accomplish and perpetuate the maintenance of the City owned lots on the attached Exhibit A ("the lots") for the betterment and beautification of their neighborhood, and because the City wishes to encourage neighborhood associations such as Sheldon Park in this way and in general involvement in the neighborhoods of the City.

THEREFORE THE PARTIES AGREE:

1. **Maintenance of the City Lots**. Sheldon Park shall maintain the lots, by mowing or by any other action required, and use its best efforts to ensure that the properties are maintained in accordance with applicable City codes and ordinances.

2. **Compensation**. In return for Sheldon Park's services and its interest in the neighborhood, the City agrees to pay the sum of $1000.00 to Sheldon Park, for its general purposes including but not limited to materials and improvements on the lots, but further for the general purposes of Sheldon Park in its work as a neighborhood improvement association.

3. **Special Conditions**.

3.1 Sheldon Park agrees that it will not employ persons to accomplish the maintenance of the lots, but that members of Sheldon Park will do the work. The persons actually accomplishing the services or services related to the work on the lots shall not be compensated, except to reimburse any personal out-of-pocket expenditure in connection with the work.

3.2 Sheldon Park agrees that it has inspected the lots, and further has determined that there are no hazards or dangerous conditions on the lots that may be expected to cause injury. In the event that Sheldon Park or any of its volunteers becomes aware of any such condition, Sheldon Park agrees to notify the City immediately.

3.3 Sheldon Park agrees to obtain a waiver on the form attached as Exhibit B from each person performing the work as a volunteer and deliver the same to the City before said volunteer's work begins.

3.4 The persons volunteering to do the work shall not be considered City employees. They shall not be subject to City control or supervision. However, each volunteer working on behalf of Sheldon Park shall be considered a volunteer acting on behalf of a governmental agency for purposes of meeting the requirements of MCL Section 691.1407, which provides immunity from tort liability for an injury to a person or damage to property caused by a volunteer while acting on behalf of a governmental agency.

3.5 Sheldon Park shall maintain records of all volunteers who work on the lots, including the amount of time spent, the date completed and the type of work performed. Said records shall be made available to the City upon request.

4. **Term of the Agreement**. This agreement shall have a term of July 1, 2012 through December 31, 2013. Payments for work completed shall be made at reasonable intervals during the term of this agreement. Continuing payment shall be contingent upon satisfactory completion of all necessary work. Either party may terminate this agreement with 30 days advance notice.

IN WITNESS WHEREOF, the parties execute this agreement effective on the date set forth above.

CITY OF MUSKEGON

Dated: _____________, 2010 By ____
Stephen J. Warmington
Mayor

Dated: _____________, 2010 By ____
Ann Marie Cummings, MMC
City Clerk

THE SHELDON PARK NEIGHBORHOOD IMPROVEMENT ASSOCIATION

Dated:_____________, 2010 By____

Its____

EXHIBIT A

LOCATION AND LEGAL DESCRIPTIONS OF CITY LOTS

Parcel # 24-190-001-0001-00

Northwest corner of Evanston and Oak Grove Street	Castenholz Grove Annex Lots 2 to 6 Incl Blk 1

Parcel # 24-750-000-0003-00

South side of McLaughlin Avenue just east of Burton Road	Samburt Park Addition Lot 3 & W ½ Lot 4

EXHIBIT B

WAIVER

I, ____ of ________________

___________________, Muskegon, Michigan, do hereby waive any and all claims against the City of Muskegon which may arise as a result of my suffering any injuries or damages in the course of my working on City property pursuant to an agreement between the Sheldon Park Neighborhood Improvement Association and the City of Muskegon, for the maintenance and improvement of the City property. I expressly state that I am working as a volunteer, without any remuneration, and that I am aware of the condition of the properties upon which I will be working.

Dated: ___________________, 201__

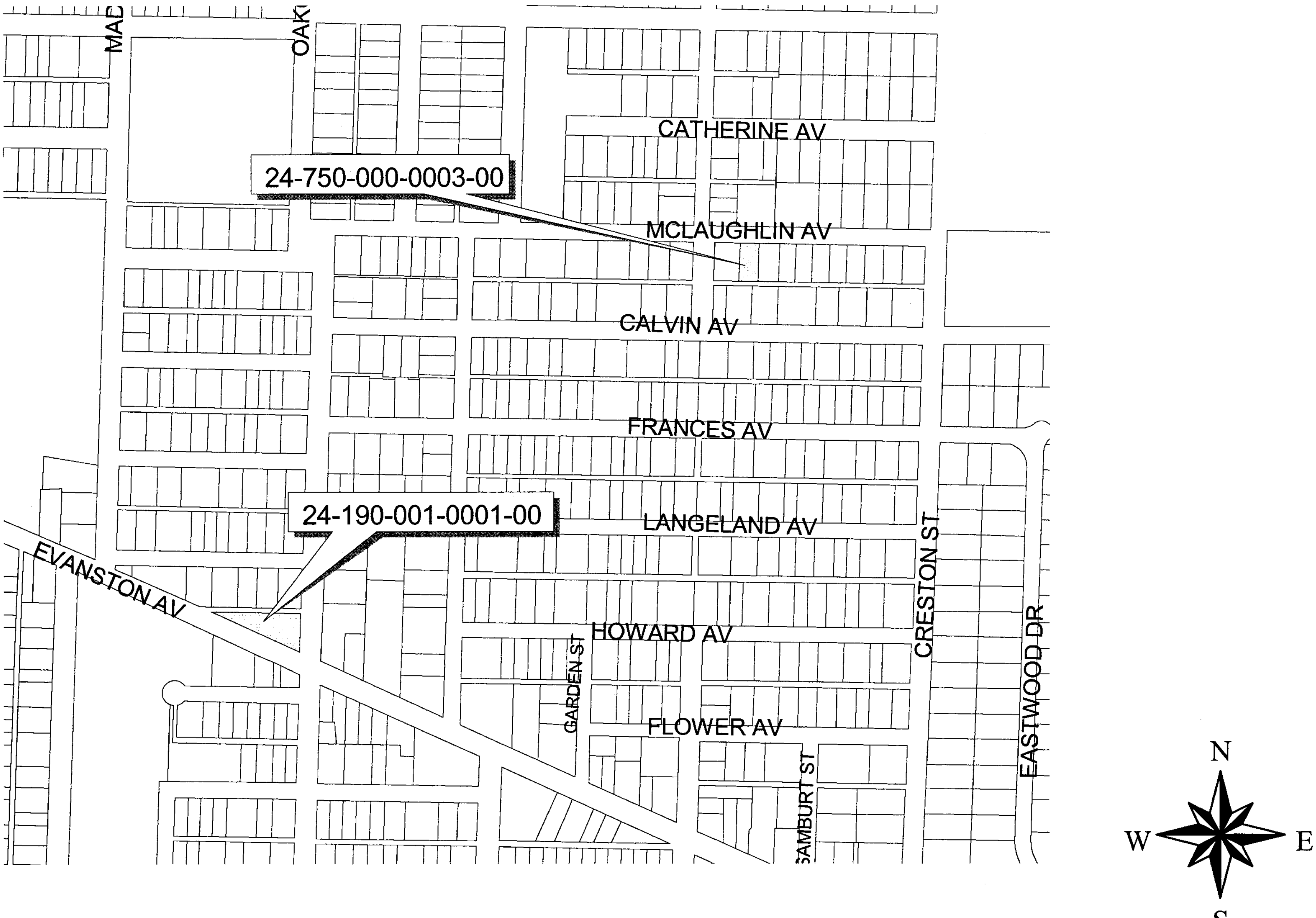
WITNESSES:

____

____

____

Locations of lots to be maintained.



Date: July 10, 2012

To: Honorable Mayor and City Commission

From: Engineering

RE: Grant Applications for Safety Funds

SUMMARY OF REQUEST:

Authorize staff to submit the following projects for possible Safety Funds in 2014:

1- Removal of the Amity Street Bridge (between Myrtle & Fork) to improve sight distance at an estimated cost of $300,000 of which $60,000 is a local match.
2- Construct sidewalks along the north side of Sherman Blvd. from Glenside to Barclay; estimated project cost is $60,000 of which $15,000 is a local match.
3- Construct sidewalks along the west side of Roberts street from Sherman to Barney; estimated project cost is $50,000 of which $12,500 is a local match.

FINANCIAL IMPACT:

A local match(s) as outlined above should grants be approved.

BUDGET ACTION REQUIRED:

None at this time; approved projects will be budgeted for in upcoming budgets since this application is for 2014 fiscal year.

STAFF RECOMMENDATION:

Authorize staff to submit the applications.

COMMITTEE RECOMMENDATION:

Commission Meeting Date: July 10, 2012

Date: July 2, 2012

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: HOME Consortium Application

SUMMARY OF REQUEST: The CNS Department is requesting authorization for the City of Muskegon to submit an application as the lead agency for a HOME Consortium as evidenced through a signed agreement with the cities of Muskegon Heights, Norton Shores, and Roosevelt Park. The application to participate as HOME Consortium will be submitted to the Department of Housing and Urban Development.

The City Commission is also asked to direct the Mayor to sign a resolution for the HOME Consortium to support the agreement.

FINANCIAL IMPACT: The 2013 HOME allocations will be based on HUD's decision to approve the HOME Consortium application.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To enter into an agreement between the cities of Muskegon Heights, Norton Shores, and Roosevelt Park to form a HOME Consortia from the City of Muskegon's HOME grant.

COMMITTEE RECOMMENDATION: None

MUSKEGON INTERLOCAL AGREEMENT CONCERNING HUD HOME INVESTMENT PARTNERSHIP ACT PROGRAM CONSORTIUM

THIS INTERLOCAL AGREEMENT is made and entered into at Muskegon, Michigan by and between the cities of Muskegon, Muskegon Heights, Norton Shores, and Roosevelt Park, political subdivisions in the State of Michigan, here in after referred to as "Cities".

WHEREAS, the National Affordable Housing Act of 1990 has authorized the HOME Program to provide financial Assistance through the U.S. Department of Housing and Urban Development, herein after referred to as "HUD", to local governments for the production of affordable housing and

WHEREAS, the cities of Muskegon, Muskegon Heights, Norton Shores, and Roosevelt Park, political subdivisions in the State of Michigan, wish to receive funds through the HOME Investment Partnership Program for the purpose of increasing the availability of affordable housing for the irrespective jurisdictions and for the mutual benefit of the areas; and

WHEREAS, the HOME Investment Partnerships Actauthorized a consortium of geographically contiguous units of general local government for the purpose of becoming a participating jurisdiction in the HOME Program; and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28 and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq. of the Michigan Compiled Laws ("Act 7") permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately; and

WHEREAS, it is the intent of the Cities to utilize the power and authority pursuant to Act 7 by the execution of this agreement; and

WHEREAS, the City of Muskegon and the other local units of government identified herein are geographically contiguous localities; and

WHEREAS, on July 23,2012 the City of Muskegon City Council notified HUD of its intent to form a HOME Consortium and act as "lead entity" on behalf of the participating area governments; and

NOW THEREFORE, in consideration of the foregoing and mutual covenants herein after contained, it is agreed between the Cities as follows;

1. To establish the Muskegon HOME Consortium for the purpose of qualifying as a participating jurisdiction for receipt of federal funds through the HOME Investment Partnership Program.

2. The Cities agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME program.

3. The City of Muskegon shall act in the role of Lead Agency and act in a representative capacity for all member units of general local government and shall assume overall responsibility for ensuring that the Consortium's HOME Program

is carried out in compliance with federal rules, regulations and requirements of the HOME Program, including requirements for a Consolidated Plan.

4. The Cities agree to affirmatively further fair housing.

5. The Cities agree that the program year start date, pursuant forth is agreement, shall be July1, 2013. The parties further agree that all member units of local government are currently on the same program year for HUD formula grant programming including CDBG, HOME, and ESG, as applicable. Provided that this provision shall apply only to member units of local governments which are direct recipients, such as with the CDBG Entitlement Program, rather than sub-recipients through state administered HUD programs.

6. The Cities agree that the term of this agreement shall be that period of time necessary to expend all HOME funds awarded for the period of three federal fiscal years commencing with the 2013 federal fiscal year. Further provided that all parties are prohibited from withdrawing from the Cooperation Agreement prior to June 30,2015.

7. The Cities agree that this Agreement will renew automatically at the end of the three- year qualification period and each subsequent three-year qualification period, unless the City of Muskegon or the participating unit of general local government provides written notice it elects not to participate in a qualification period. By the date specified in HUD's consortia designation notices or listed on HOME's Consortia web page, the City of Muskegon will notify each participating unit of general local government in writing of its right to not participate forth successive three-year qualification period. A copy of the notifications shall be sent to the HUD Field Office.

8. The Cities agree to adopt any amendment(s) to this Agreement incorporating changes that are necessary to meet HUD requirements for consortia cooperation agreements set forth in any future consortia designation notices that apply to a subsequent three-year qualification periods ;and to submit such amendment(s) to HUD and that failure of the City of Muskegon to notify consortium members and to submit amendments to HUD shall void the automatic renewal provision for such qualification period.

9. The parties agree that the City of Muskegon, as Lead Agency, is authorized to amend the agreement to add new members on behalf of the entire consortium when it deemed advantageous to do so. The City of Muskegon will notify all members in the event that any new members are added, pursuant to this provision.

SECTION1.PURPOSE

This Agreement is entered into for the purpose of meeting the criteria as established in 24 CFR Part 92 allowing the Cities to function as a consortium as defined in the HUD HOME Investment Partnership Program Regulations, specifically cited as 24 CFR Part 92 101. This arrangement mutually benefits the parties to this agreement through enhancement of the quality of life for the local citizenry and advancement of the common housing goals shared by the jurisdictions. The Cities agree to cooperate to undertake or to assist in planning and implementing housing assistance activities for the H OME Program.

SECTION2. MEMBERS OF CONSORTIUM

The cities of Muskegon, Muskegon Heights, Norton Shores, and Roosevelt Park, Michigan are the members of the Consortium and upon mutual execution of this Agreement by the parties, the "Muskegon HOME Consortium," herein after referred to as "Consortium", shall be formed. The members shallremainboundbythetermsandconditionsofthisAgreementforitsduration, and shall be prohibited from withdrawing from the Consortium during such period, except as provided for in Section 8 of this Agreement. The Consortium Agreement remains in effect until the HOME funds from each of the Federal fiscal years of the qualification period are expended for eligible activities. No consortium member may withdraw from the Agreement while the Agreement remains in effect.

SECTION 3. STATUS OF CONSORTIUM

The Consortium shall be considered a unit of local government for purposes of the HOME Investment Partnerships Act upon designation by HUD.

SECTION 4. LEAD AGENCY

The City of Muskegon shall be the member unit of government authorized to act in a representative capacity with respect to HUD on behalf of all members of the Consortium. The City of Muskegon shall only be a representative of the Consortium for the purposes established in this agreement and shall be the lead entity having overall responsibility for ensuring the Consortium's HOME Program is carried out in compliance with requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR Part 92.350. No party shall have veto power as to the implementation of the Consortium Consolidated Plan , herein after referred to as the "Consolidated Plan", and the parties agree to act in cooperation to achieve the goals established in the Consolidated Plan. The Lead Agency shall also develop policies and procedures for the implementation of the Consortium activities.

SECTION 5 CONSOLIDATED PLAN

The Cities shall cooperate in the preparation of the Consolidated Plan, which shall apply to the Cities and which shall meet the requirements of applicable Federal Regulations.

SECTION 6. ALLOCATION OF FUNDING

Allocation of HOME funds allowed for administration, shall be based on the existing HOME funds percentage allocation process with respect to the annual HOME allocation provided by the

U.S. Department of Housing and Urban Development for the Consortium, except that the City of Muskegon as lead entity shall be entitled up to 20% of the HOME funds allowed for administration. The implementation of the Consolidated Plan and the allocation of Federal HOME funding associated there with shall be established by written memoranda issued by the City of Muskegon through its authorized representative. The Cities shall be responsible for administering, respectively ,the HOME Program funds distributed to each. The Consortium members reserve the right to alter the distribution of funds between the jurisdictions by mutual approval in writing should such alteration be deemed in best interest of all parties.

SECTIONS 7. CERTIFICATIONS

The Cities certify that each will cooperate with the other to undertake or aid in undertaking housing assistance activities for the HOME Investments Partnerships Program and that each will affirmatively further fair housing. Further, the Cities will comply with the requirement of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, implementing regulations of 49 CFR Part 24, and here requirements governing the residential anti-displacement and relocation assistance plan under section 104 (d) of the Housing and Community Development Act of 1974.

SECTION8.TERMOFAGREEMENT

This Agreement shall be effective for a period of three federal years (Fiscal Years 2013,2014, and 2015). This agreement shall be automatically renewed for subsequent three year qualification periods, unless any member of the Consortium provides written notice of their decision not to participate in a new three-year qualification period

The members hereby stipulate to adopt any amendments to the Agreement that incorporate future changes necessary to meet the requirements for consortia Agreements in subsequent qualification periods. The consortium requires the signatures of all members to approve any amendment to the Agreement.

All units of local government that are members of the consortium will be on the same program year (July1 through June 30) for Community Development Block Grant CDBG and HOME. Note, this requirement relating to the same program year does not pertain to any grants Consortium members may receive independently from the State of Michigan. The program years would be dictated by the State.

The Lead Agency shall by the date specified in HUD's Consortia Qualification Notice for subsequent qualification periods, notify the other Cities in writing of the right not to participate in the Consortium. Failure of the Lead Agency to notify consortium members and to submit amendments to HUD will void this automatic renewal provision. The automatic renewal provision will not apply when the consortium adds a new member.

SECTION 9. LIABILITY

Subject to any claim of sovereign immunity and the financial limits of liability set forth by Michigan Statutes, each member of the Consortium shall be fully liable for the acts and omissions of its respective employees and agents in performance of this agreement. Any resulting liabilities, omissions, errors, or actions providing cause for payment from non-HOME funds or the required repayment of HOME funds to the U.S .Department of Housing and Urban Development as a result of ineligible expenditures, and all costs related there to shall not be the specific responsibility of the non-offending members.

SECTION 10. EMPLOYEE ooSTATUS

Persons employed by the Lead Agency who perform services or functions pursuant to this agreement shall not be deemed to be employees of the other governmental entities. The Cities shall remain obligated to provide the irrespective employees with worker's compensation protection, salary and pension benefits, civil services or other employee rights and privileges.

SECTION 11. NOTICES

Formal notices issued under the terms of this agreement shall be sent, by U.S. Mail as follows:

City of Muskegon

____

____

(Title)

____

____

City of Muskegon Heights

________________________(

Title)

____

____

City of Norton Shores

______(Title)

____

____

City of Roosevelt Park

______(Title)

____

_

____

SECTION12. AUTHORIZING RESOLUTIONS/ATTORNEY CERTIFICATIONS

EXHIBIT I includes authorizing Resolutions as approved by the members of the Consortium and is incorporated herein as part and parcel of this agreement. The certification of legal counsel as to the legal authority for the members to undertake activitiesd described in this agreement is affixed to this agreement.

SECTION 13. COMPLIANCE WITH FEDERAL REGULATIONS

The Cities agree to comply with the regulations governing the HOME program and other crosscutting federal regulations including but not limited to environmental review, lead based paint testing and abatement, Davis Bacon and labor standards. Such compliance shall be the responsibility of and coordinated by the Lead Agency.

SECTION 14. LIMITATIONS OF AGREEMENT

It is not the intent of this agreement to alter the independent jurisdiction of the Consortium members in any manner except as specified herein. All other policies, rules, regulations, and ordinances of the respective parties shall continue to apply within the jurisdictional boundaries of each party and shall not be impacted by the execution of this agreement.

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement, effective the day and year first written above and are to be executed by their duly authorized officers.

______________________________ ______________________________

Chairperson, City Council Date
Muskegon, MI

ATTEST:

____

City Clerk

STATEMENT OF THE CITY ATTORNEY

I do hereby, certify that the terms and provisions of the Consortium Cooperation Agreement are fully authorized under state and local law, and that the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnership Program.

Approved:____________________
City Attorney

____
Date of Approval

CONSORTIUM MEMBERS

1.

City of Muskegon Heights
A political subdivision of the State of Michigan

By: ______________________________________

Name and Title:___________

Attest:_______________________________________

Name and Title:______________________________

Date:____

Approved as to form and legal sufficiency and certifying that the terms and provisions of this Agreement are fully authorized by State and local law and that the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking, essential community development and housing assistance activities for the HOME Investment Partnerships Act Program:

____

______________________,City Attorney

City of Muskegon Heights
A political subdivision of the State of Michigan

By: ______________________________________

Name and Title:___________

Attest:_______________________________________

Name and Title:______________________________

Date:____

2.

City of Norton Shores
A political subdivision of the State of Michigan

By: ______________________________

Name and Title:__________

Attest:______________________________

Name and Title:______________________________

Date:______________________________

Approved as to form and legal sufficiency and certifying that the terms and provisions of this Agreement are fully authorized by State and local law and that the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking, essential community development and housing assistance activities for the HOME Investment Partnerships Act Program:

____

____________________,City Attorney

City of Norton Shores
A political subdivision of the State of Michigan

By: ______________________________

Name and Title:__________

Attest:______________________________

Name and Title:______________________________

Date:______________________________

3. **City of Roosevelt Park**
A political subdivision of the State of Michigan

By: ______________________________

Name and Title:__________

Attest:______________________________

NameandTitle:__________________________

Date:________________________________

Approvedastoformandlegalsufficiencyandcertifyingthatthetermsandprovisionsof this Agreementarefullyauthorizedby Stateandlocal lawandthattheAgreementprovidesfulllegal authorityfor theConsortiumto undertakeor assistinundertaking,essentialcommunity developmentandhousingassistanceactivitiesfor theHOMEInvestmentPartnershipsAct Program:

____

____________________,CityAttorney

City of Roosevelt Park
apoliticalsubdivisionof theStateof Michigan

By: ______________________________

NameandTitle:__________

Attest:______________________________

NameandTitle:__________________________

Date:________________________________

4.

City of Muskegon
A political subdivision of the State of Michigan

By: ______________________________

Name and Title:__________

Attest:______________________________

Name and Title:______________________________

Date:______________________________

Approved as to form and legal sufficiency and certifying that the terms and provisions of this Agreement are fully authorized by State and local law and that the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking, essential community development and housing assistance activities for the HOME Investment Partnerships Act Program:

____

______________________,City Attorney

City of Muskegon
A political subdivision of the State of Michigan

By: ______________________________

Name and Title:__________

Attest:______________________________

Name and Title:______________________________

Date:______________________________

EXHIBIT I

CITY OF_MUSKEGON,
MICHIGAN RESOLUTION
NO.________

APPROVING PARTICIPATION IN THE MUSKEGON HOME CONSORTIUM AND AUTHORIZING THE _Mayor_______TO EXECUTE A HOME INVESTMENT PARTNERSHIP ACT CONSORTIUM AGREEMENT.

WHEREAS, the National Affordable Housing Act of 1990 created the HOME Investment Partnership Program ;and,

WHEREAS, the Act provides that units of general local government that are geographically contiguous may form a consortium for the purpose of qualifying for a HOME formula grant allocation; and,

WHEREAS, The City of_MUSKEGON______desires to enter into a legally binding Cooperation Agreement with other contiguous local governments in the Muskegon area.

NOW,THEREFORE, BE IT RESOLVED that the City Commission of the City of _Muskegon_approves participation of the City of__Muskegon______in the Muskegon HOME Consortium.

BE IT FURTHER RESOLVED that the City of__Muskegon_____authorizes the _Mayor______ to execute the Muskegon HOME Consortium Agreement.

ADOPTED this____day of July, 2012.

____

________________________, Mayor
City of _Muskegon_________, Michigan

Attest

____
__________________, City Clerk

Date: July 2nd, 2012

To: Honorable Mayor & City Commissioners

From: Director of Public Safety Jeffrey Lewis

RE: MUFD Equipment Request (Self-Contained Breathing Apparatus)

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the amount of $143,454.16; for (30) ISI (*Self-Contained Breathing Apparatus* SCBA/accessories). This purchase request is to replace the aging/non-serviceable fire equipment (SCBA) that are now in-service at MUFD. Our current packs (ISI- SCBA) have been in use for approximately fifteen (15) years, upgraded once back in 2004.

This purchase is part of a county-wide purchase that will allow MUFD to acquire the new packets at $4,482.00 each; other vendors offering comparable equipment quoted;

(1) Douglas Safety systems (ISI air pack) =	$ 4,482.00
(2) International Safety Instrument (ISI) =	$ 5,289.00
(3) Safety Source One (ISI) =	$ 5,065.00

The newly acquired air packs meet/exceed the NFPA standard; this action will save the city several thousand dollars in the expected future by replacing the needed equipment at a reduced/regional cost at or near the end of life expectancy for the current equipment. SCBA air packs (comparables) such as "*Scott Air Packs*" cost as much as $ 5,800.00 a unit, plus accessories. The above equipment purchase is desired by MUFD.

FINANCIAL IMPACT:

N/A – Budgeted

BUDGET ACTION REQUIRED:

Equipment was budgeted in the 2013/13 budget cycle to support the equipment replacement (*404 – Public Improvement Fund - $ 155,000.00*).

STAFF RECOMMENDATION:

Staff recommends approval of this purchase request.

Date:	July 10, 2012
To:	Honorable Mayor and City Commissioners
From:	Ann Cummings, City Clerk
RE:	2012-2013 Michigan Municipal League Membership Dues

SUMMARY OF REQUEST: Approval to pay the 2012-2013 MML dues in the amount of $9,126. This is an increase of $240.

FINANCIAL IMPACT:

MML Dues	$8,296
Legal Defense Fund	$ 830
Total	$9,126

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

AGENDA ITEM NO. ________________

CITY COMMISSION MEETING July 10, 2012

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: July 3, 2012

RE: Appointment of Mayor

SUMMARY OF REQUEST:
To make the appointment of Mayor due to the resignation of former Mayor Stephen Warmington.

FINANCIAL IMPACT:
None.

BUDGET ACTION REQUIRED:
None.

STAFF RECOMMENDATION:
To appoint a new Mayor to fill the remaining term.

COMMITTEE RECOMMENDATION:
None.