

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 8, 2008

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. One-Year Extension to Construct a Single-Family Home at 1364 Wesley.
PLANNING & ECONOMIC DEVELOPMENT
 - C. Intergovernmental Agreement for Traffic Signal Maintenance.
ENGINEERING
 - D. Consideration of Bids for Grand Avenue Watermain. ENGINEERING
 - E. Consideration of Bids for Roof Improvements/Replacement at City Hall.
ENGINEERING
- ❑ PUBLIC HEARINGS:
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:
- ❑ UNFINISHED BUSINESS:
- ❑ NEW BUSINESS:
 - A. Salary Range Adjustments. CITY MANAGER
 - B. City Manager Employment Agreement Amendment. 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 BECKER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

Date: July 8, 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, June 24th.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 8, 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, July 8, 2008.

Mayor Warmington opened the meeting with a prayer from Pastor Penny Johnson from the Oakcrest Church of God after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

2008-63 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, June 24th.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. One-Year Extension to Construct a Single-Family Home at 1364 Wesley. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve a one-year extension to allow Mr. Erik Thorsen to complete the construction of a single-family home on Wesley Avenue. The original agreement between the City and Mr. Thorsen stipulated that construction of the home was to be completed within 18 months. The original 18 months will be over on November 8, 2008, and he would like to add one year to begin at that time. This would place the deadline to November 8, 2009, for the construction of the home. The City has customarily granted extensions to persons who have shown that they are dedicated to completing construction and contributing to the beautification of the City's residential areas. Due to the economy, the construction business has slowed and Mr. Thorsen would like to have an additional one year in hopes that the economy

will improve as he is in the construction business.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of the time extension, as well as authorization for both the Mayor and the Clerk to sign the resolution.

C. Intergovernmental Agreement for Traffic Signal Maintenance.
ENGINEERING

SUMMARY OF REQUEST: Authorize the Mayor to sign an intergovernmental agreement with Muskegon County Road Commission along with other municipalities for the joint bidding of a traffic signal maintenance contract. The agreement calls for MCRC to administer the project and charge the participating agencies, which includes Muskegon, Norton Shores, Roosevelt Park & MDOT an additional 15% to work done on our systems to compensate for the overhead and personnel cost.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize the Mayor to sign the agreement.

D. Consideration of Bids for Grand Avenue Watermain. ENGINEERING

SUMMARY OF REQUEST: Award the contract for the watermain construction in Grand Avenue from Terrace to the east alley to Felco Contractors, Inc. of Muskegon since they were the lowest, responsible bidder with a bid price of \$65,439.

FINANCIAL IMPACT: The construction cost of \$65,439 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to Felco Contractors, Inc.

E. Consideration of Bids for Roof Improvements/Replacement at City Hall.
ENGINEERING

SUMMARY OF REQUEST: Award the base bid portion of the contract to replace the roof at the south westerly section of City Hall (Police Department) to Ostrander Siding & Roofing Company out of Belding since they were the lowest responsible bidder with a bid price of \$29,900.

FINANCIAL IMPACT: The construction cost of \$29,900.

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

STAFF RECOMMENDATION: Award the contract to Ostrander Siding & Roofing Company.

G. City Manager Employment Agreement Amendment. CITY MANAGER

SUMMARY OF REQUEST: To approve an amendment to the City Manager's employment agreement relating to retirement requirements.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the proposed amendment and authorize the Mayor and Clerk to sign the revised agreement.

Motion by Commissioner Carter, second by Vice Mayor Gawron to approve the consent agenda as read minus item F.

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

Nays: None

MOTION PASSES

2008-64 ITEM REMOVED FROM THE CONSENT AGENDA:

F. Salary Range Adjustments. CITY MANAGER

SUMMARY OF REQUEST: To make changes to various non-represented salary ranges.

FINANCIAL IMPACT: Approximately \$30,000 in salaries and benefits. However, there have been savings to fully offset these increases.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the recommended changes.

Motion by Commissioner Spataro, second by Commissioner Carter to approve the salary range adjustments.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Various comments were heard from the public.

ADJOURNMENT: The City Commission Meeting adjourned at 5:47 p.m.

Respectfully submitted,



Ann Marie Becker, MMC
City Clerk

Commission Meeting Date: July 8, 2008

Date: June 20, 2008
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: One Year Extension to Construct a Single Family Home at 1364 Wesley.

SUMMARY OF REQUEST:

To approve a one year extension to allow Mr. Erik Thorsen to complete the construction of a single-family home on Wesley Ave. The original agreement between the City and Mr. Thorsen stipulated that construction of the home was to be completed within 18 months. The original 18 months will be over on November 8, 2008 and he would like to add one year to begin at that time. This would place the deadline to November 8, 2009 for the construction of the home. The City has customarily granted extensions to persons who have shown that they are dedicated to completing construction and contributing to the beautification of the City's residential areas. Due to the economy, the construction business has slowed and Mr. Thorsen would like to have an additional one year in hopes that the economy will improve as he is in the construction business.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the time extension, as well as authorization for both the Mayor and the Clerk to sign the attached resolution.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2008-63(b)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING A ONE YEAR EXTENSION TO BEGIN ON NOVEMBER 8, 2008 TO COMPLETE THE CONSTRUCTION OF A SINGLE-FAMILY HOME LOCATED AT 1364 WESLEY AVENUE.

WHEREAS, Mr. Erik Thorsen has submitted a request for a time extension; and

WHEREAS, This would provide Mr. Erik Thorsen until November 8, 2009; and

WHEREAS, Mr. Erik Thorsen has shown a commitment to complete the construction of the home; and

WHEREAS, the completion of the construction of the home will further enhance the ambiance of the City's residential area.

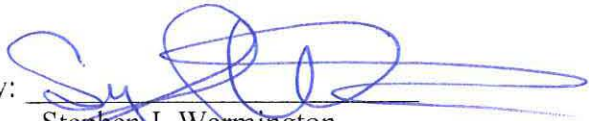
NOW THEREFORE BE IT RESOLVED, that Mr. Erik Thorsen be granted an additional nine months to complete the construction of the home located at 1364 Wesley Avenue.

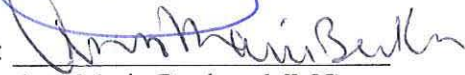
Adopted this 8th day of July 2008.

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

Nays: Nays

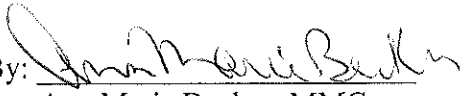
Absent None

By: 
Stephen J. Warmington
Mayor

Attest: 
Ann Marie Becker, MMC
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on July 8, 2008.

By: 
Ann Marie Becker, MMC
Clerk

Date: July 8, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Intergovernmental Agreement for Traffic Signal Maintenance

SUMMARY OF REQUEST:

Authorize the mayor to sign an intergovernmental agreement Muskegon County Road Commission along with other municipalities for the joint bidding of a traffic signal maintenance contract. The agreement calls for MCRC to administer the project and charge the participating agencies, which includes Muskegon, Norton Shores, Roosevelt Park & MDOT an additional 15% to work done on our systems to compensate for the overhead and personnel cost.

FINANCIAL IMPACT:

None at this time.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize the mayor to sign the attached agreement.

COMMITTEE RECOMMENDATION:

**INTERGOVERNMENTAL JOINT BIDDING AGREEMENT FOR
TRAFFIC SIGNAL MAINTENANCE**

This agreement, effective the 4th day of June, 2008, is entered into by and between the Muskegon County Road Commission, hereinafter referred to as "MCRC", with approval of Michigan Department of Transportation, and the following municipalities, to wit:

City of Muskegon, Michigan,
City of Norton Shores, Michigan,
City of Roosevelt Park, Michigan,

which municipalities are hereinafter collectively referred to as "Municipalities".

Recitals

WHEREAS, MCRC and Municipalities have historically partnered in the maintenance of traffic signal devices, utilizing staffing which has been historically provided by the City of Muskegon:

WHEREAS, due to a change of circumstance, including, but not limited to the retirement of one or more city staff members, Municipalities and MCRC have agreed to utilize the staff of MCRC, functioning as the lead agency, to develop and administer specifications and provide for the competitive bid out of traffic maintenance services, as more fully described hereafter; and,

WHEREAS, MCRC and Municipalities are desirous of memorializing terms and conditions relevant to such joint and mutual undertakings;

NOW THEREFORE, in consideration of mutual covenants and conditions hereinafter set forth,

MCRC and Municipalities hereafter agree as follows:

Section 1: Basic Agreement

MCRC agrees to function as the lead agency and "bidder" for services relating to traffic signal maintenance throughout the Municipalities who jointly undertake duties and responsibilities hereunder as evidenced by their execution thereof. Furthermore, MCRC agrees to make payments, on behalf of Municipalities, to the successful contractor for services performed pursuant to such agreement, subject to reimbursement as hereinafter set forth.

Section 2: Specifications/Request for Proposal

Attached hereto and incorporated herein as Exhibit A are specifications and request for proposal as have been prepared for lead agency MCRC. By execution of this agreement, all Municipalities acknowledge that they have read and fully understand such specifications and request for proposal and are in agreement with MCRC proceeding to award contract, subject to execution of this agreement by respective Municipalities.

Section 3: Disbursements/Payments, Reimbursements, and "Reserve"

Parties agree that MCRC shall assume responsibility for making payments to contractor on behalf of contracting Municipalities, properly allocating costs to that Municipality for whom the services were performed. In consideration of this agreement by MCRC, Municipalities agree to provide an initial "Reserve" in the amount of 1/12th of previous year's contracted annual cost. The annual cost is being calculated based upon monies expended by Municipalities collectively prior to initiation of this arrangement. The purpose of the "initial reserve" is to avoid substantial carrying costs which would otherwise have to be borne by MCRC pending repayment or reimbursement from Municipalities.

Municipalities agree to reimburse MCRC for their proportionate responsibility of any costs which have been incurred within 14 days of evidence of payment from MCRC.

Finally, Municipalities agree to a negotiated payment of overhead costs to MCRC in the amount of fifteen percent (15%) overhead on all amounts paid by MCRC to contractor.

Section 4: Duration of Agreement

Parties agree that this agreement shall continue for a period of one year and may automatically be renewed for an additional one year period without formally executing an amendment hereto. Notwithstanding, any Municipality may elect, subject to any limitations which may be imposed pursuant to MCRC bid agreement with contractor, to withdraw from this agreement by providing sixty (60) days written notice of said intent to MCRC and other participating Municipalities.

Section 5: Responsibilities

Nothing contained within this Agreement shall in any way create, modify, or abrogate, in whole or in part, the jurisdiction of duties, responsibilities, and obligations of either party to each other, the general public or any party to this Agreement. It is the intention of the parties that this document

describe and obligate the parties only to the terms of this Agreement concerning the contribution of costs incurred for the operation, maintenance, modification and/or replacement of the traffic signal.

Section 6: Entire Agreement

That this document constitutes the entire agreement of the parties and that it may only be amended or modified by written agreement executed by the parties themselves.

Section 7: Rules of Construction

The parties to this Agreement also acknowledge and agree that:

- (i) Each party and the party's counsel has reviewed and negotiated, or has had the opportunity to review and negotiate, the terms and provisions of this Agreement and have contributed to its review and revision;
- (ii) Any rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be used to interpret this Agreement; and
- (iii) The terms and provisions of this Agreement shall be construed fairly as to all parties to this Agreement and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

Section 8: Notices

All notices, requests, consents and other communications under this Agreement shall be in writing, shall be addressed to the receiving party's address set forth below or to any other address a party may designate by notice under this Agreement, and shall be either:

- (i) Delivered by hand;
- (ii) Sent by facsimile or electronic mail, and mailed promptly by certified mail, return receipt requested, postage prepaid, or;
- (iii) Sent by nationally recognized overnight courier:

If to City to:

With a copy to:

City of Norton Shores
4814 Henry Street
Norton Shores, MI 49441
Facsimile: (231) 798-7234
Telephone: (231) 799-6803
Attention: Jerry Bartoszek
E-Mail: jbartoszek@nortonshores.org

Douglas M. Hughes
Williams, Hughes & Cook, PLLC
120 W. Apple Avenue
P.O. Box 599
Muskegon, MI 49443-0599
Telephone: (231) 726-4857
Facsimile: (231) 727-2130
E-Mail: doughughes@whcspc.com

If to Muskegon County Road Commission: With a copy to:

Muskegon County Road Commission
Kenneth Hulka, Director
7700 E. Apple Avenue
Muskegon, MI 49442
Telephone: 231-788-2381
Facsimile: 231-788-5793
E-Mail: _____

Stephen C. Corwin
Corwin Law & Consulting PLC
297 W. Clay Ave., Apt. 101
Muskegon, MI 49440
Telephone: 231-726-6000
Facsimile: 231-726-5101
E-Mail: _____

If to City of Roosevelt Park:

With a copy to:

City of Roosevelt Park
W. David Boehm, Manager
900 Oakridge Road
Muskegon, MI 49441
Telephone: (231) 755-3721
Facsimile: (231) 755-1442
E-Mail: _____

Steven F. Stapleton
Law, Weathers & Richardson, P.C.
800 Bridgewater Place
333 Bridge St., N.W.
Grand Rapids, MI 49504-5360
Telephone: (616) 732-1720
Facsimile: (616) 913-1220
E-Mail: _____

If to City of Muskegon:

With a copy to:

City of Muskegon
Bryon Mazade, Manager
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536
Telephone: (231) 724-6705
Facsimile: (231) 724-4178

John C. Schrier
Parmenter O'Toole
P.O. Box 786
Muskegon, MI 49443-0786
Telephone: (231) 722-1621
Facsimile: (231) 722-7866

All notices, requests, consents and other communications under this Agreement shall be deemed to have been given either:

- (i) If by hand, at the time of the delivery of the notice to the receiving party,
- (ii) If by facsimile or electronic mail, at the time that receipt of the facsimile or electronic mail has been acknowledged by electronic confirmation or otherwise, or if no confirmation is received, on the fifth day following the day a hard copy of the transmission is mailed by certified mail, or,
- (iii) If by overnight courier, on the next business day following the day the notice is delivered to the courier service.

Any party, by notice to the other parties to this Agreement, may designate additional or different addresses for subsequent notices or communications.

Section 9: Modification

The terms and provisions of this Agreement may not be waived, or consent for the departure from the terms and provisions may be granted, only by written document executed by the parties.

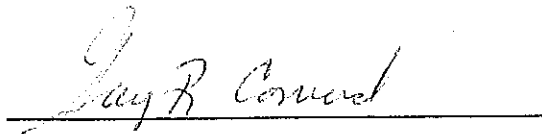
Section 10: Governing Law

This Agreement and the rights and obligations of the parties under this Agreement shall be governed and interpreted by Michigan law, without giving effect to the conflict of law principles of the State of Michigan.

Section 11: Execution and effective date

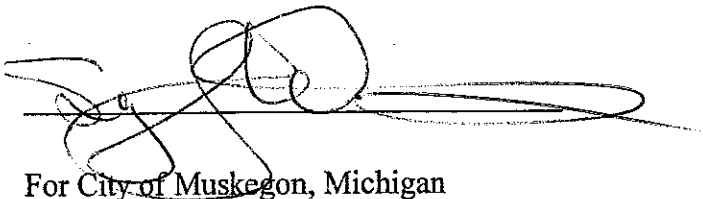
This agreement shall be deemed effective as of the date set forth above. This agreement may be executed in mutual counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth above.

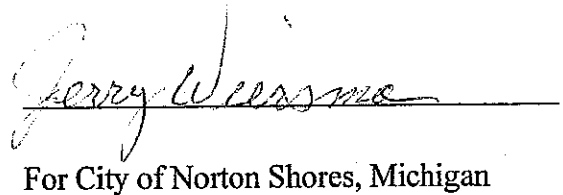


For Muskegon County Road Commission

Approved:
Michigan Department of Transportation



For City of Muskegon, Michigan



For City of Norton Shores, Michigan

For City of Roosevelt Park, Michigan

Date: July 8, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Grand Ave. Watermain (W-708)

SUMMARY OF REQUEST:

Award the contract for the watermain construction in Grand Ave. from Terrace to East Alley to Felco Contractors, Inc. of Muskegon since they were the lowest, responsible bidder with a bid price of \$65,439.

FINANCIAL IMPACT:

The construction cost of \$65,439 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to Felco Contractors, Inc.

COMMITTEE RECOMMENDATION:

W-708 GRAND AVE., WATERMAIN & SANITARY SEWER UPGRADES IN ALLEY EAST OF HOYT ST. TO TERRACE ST.

BID TABULATION - 07/01/08

ITEM OF WORK	CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		FELCO CONTRACTORS, INC. 856 PULASKI AVE. MUSKEGON, MI 49441		MCCORMICK SAND, INC. 6430 RUSSELL RD. TWIN LAKE, MI 49457		CL TRUCKING 555 E. WESTERN AVE. MUSKEGON, MI 49442		MILBOCKER & SONS 1256 29TH ST. ALLEGAN, MI 49010		JACKSON-MERKEY 555 E. WESTERN AVE. MUSKEGON, MI 49442		DOUBLE L ENTERPRISES 5215 INDUSTRIAL PARK DR. MONTAGUE, MI 49437		DAN HOE EXCAVATING 13664 ROCKY'S RD HOLLAND, MI 49424		WYOMING EXCAVATORS 9580 S MILE RD. ADA, MI 49301	
	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1 ADJUST WATER VALVE CASTING	EACH	2.0	\$300.00	\$600.00	\$ 280.00	\$ 560.00	\$ 250.00	\$ 500.00	\$ 75.00	\$ 150.00	\$ 220.00	\$ 440.00	\$ 235.00	\$ 470.00	\$ 371.00	\$ 742.00	\$ 150.00	\$ 300.00	\$ 270.00	\$ 540.00
2 BENDS D.C.I. 6" M.J. 45 DEG.	EACH	2.0	\$300.00	\$600.00	\$ 200.00	\$ 400.00	\$ 279.00	\$ 558.00	\$ 280.00	\$ 560.00	\$ 180.00	\$ 360.00	\$ 225.00	\$ 450.00	\$ 205.50	\$ 411.00	\$ 300.00	\$ 600.00	\$ 350.50	\$ 701.00
3 BENDS D.C.I. 16" M.J. 45 DEG.	EACH	4.0	\$900.00	\$3,600.00	\$ 900.00	\$ 3,600.00	\$ 1,081.00	\$ 4,324.00	\$ 1,050.00	\$ 4,200.00	\$ 850.00	\$ 3,440.00	\$ 1,050.00	\$ 4,200.00	\$ 1,054.00	\$ 4,216.00	\$ 1,200.00	\$ 4,800.00	\$ 1,387.00	\$ 5,548.00
4 CORP. STOP 1" MUELLER #16000 OR EQUAL	EACH	3.0	\$300.00	\$900.00	\$ 150.00	\$ 450.00	\$ 220.00	\$ 660.00	\$ 150.00	\$ 450.00	\$ 850.00	\$ 1,680.00	\$ 145.00	\$ 435.00	\$ 167.00	\$ 501.00	\$ 475.00	\$ 1,425.00	\$ 585.50	\$ 1,756.50
5 CURB STOP 1" MUELLER #16150 W/BOX OR EQUAL	EACH	3.0	\$200.00	\$600.00	\$ 300.00	\$ 900.00	\$ 280.00	\$ 840.00	\$ 200.00	\$ 600.00	\$ 650.00	\$ 1,950.00	\$ 230.00	\$ 690.00	\$ 141.00	\$ 423.00	\$ 550.00	\$ 1,650.00	\$ 322.00	\$ 966.00
6 EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EACH	4.0	\$150.00	\$600.00	\$ 150.00	\$ 600.00	\$ 50.00	\$ 200.00	\$ 110.00	\$ 440.00	\$ 120.00	\$ 480.00	\$ 110.00	\$ 440.00	\$ 205.00	\$ 820.00	\$ 100.00	\$ 400.00	\$ 118.00	\$ 472.00
7 HYDRANT STD.	EACH	1.0	\$1,500.00	\$1,500.00	\$ 2,800.00	\$ 2,800.00	\$ 2,002.00	\$ 2,002.00	\$ 2,200.00	\$ 2,200.00	\$ 2,300.00	\$ 2,300.00	\$ 2,050.00	\$ 2,050.00	\$ 2,455.00	\$ 2,455.00	\$ 2,200.00	\$ 2,200.00	\$ 2,141.00	\$ 2,141.00
8 MANHOLE CASTING E.J.#1045 OR EQUAL	EACH	2.0	\$400.00	\$800.00	\$ 500.00	\$ 1,000.00	\$ 511.00	\$ 1,022.00	\$ 570.00	\$ 1,140.00	\$ 777.00	\$ 1,554.00	\$ 310.00	\$ 620.00	\$ 607.00	\$ 1,214.00	\$ 525.00	\$ 1,050.00	\$ 540.00	\$ 1,080.00
9 MANHOLE STD. 0' - 10' 4' I.D.	EACH	2.0	\$1,500.00	\$3,000.00	\$ 1,600.00	\$ 3,200.00	\$ 1,988.00	\$ 3,976.00	\$ 1,330.00	\$ 2,660.00	\$ 1,800.00	\$ 3,600.00	\$ 1,695.00	\$ 3,390.00	\$ 4,318.00	\$ 8,636.00	\$ 3,000.00	\$ 6,000.00	\$ 3,927.00	\$ 7,854.00
10 REMOVING MANHOLES	EACH	3.0	\$300.00	\$900.00	\$ 500.00	\$ 1,500.00	\$ 250.00	\$ 750.00	\$ 790.00	\$ 2,370.00	\$ 370.00	\$ 1,110.00	\$ 820.00	\$ 2,460.00	\$ 1,500.00	\$ 4,500.00	\$ 110.00	\$ 330.00	\$ 432.00	\$ 1,296.00
11 SANITARY SEWER 8" SDR 35	L.F.T.	30.0	\$45.00	\$1,350.00	\$ 85.00	\$ 2,550.00	\$ 25.00	\$ 750.00	\$ 160.00	\$ 4,800.00	\$ 75.00	\$ 2,250.00	\$ 60.00	\$ 1,800.00	\$ 41.00	\$ 1,230.00	\$ 50.00	\$ 1,500.00	\$ 69.00	\$ 2,070.00
12 SLEEVE LONG D.C.I. 16" M.J.	EACH	2.0	\$1,000.00	\$2,000.00	\$ 750.00	\$ 1,500.00	\$ 1,000.00	\$ 2,000.00	\$ 2,190.00	\$ 4,380.00	\$ 1,800.00	\$ 3,600.00	\$ 970.00	\$ 1,940.00	\$ 1,342.00	\$ 2,684.00	\$ 1,100.00	\$ 2,200.00	\$ 1,899.00	\$ 3,798.00
13 TEE D.C.I. 16"x 16"x 6" M.J.	EACH	1.0	\$1,000.00	\$1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,433.00	\$ 1,433.00	\$ 1,520.00	\$ 1,520.00	\$ 1,300.00	\$ 1,300.00	\$ 1,355.00	\$ 1,355.00	\$ 1,579.00	\$ 1,579.00	\$ 1,500.00	\$ 1,500.00	\$ 1,669.50	\$ 1,669.50
14 TRAFFIC CONTROL	LUMP	1.0	\$2,000.00	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,710.00	\$ 3,710.00	\$ 2,350.00	\$ 2,350.00	\$ 10,000.00	\$ 10,000.00	\$ 2,135.00	\$ 2,135.00	\$ 3,600.00	\$ 3,600.00	\$ 2,000.00	\$ 2,000.00	\$ 2,160.00	\$ 2,160.00
15 TRENCH REPAIR LOCAL STREET TYPE I	L.F.T.	193.0	\$40.00	\$7,720.00	\$ 72.00	\$ 13,896.00	\$ 44.68	\$ 8,623.24	\$ 52.00	\$ 10,036.00	\$ 66.00	\$ 12,738.00	\$ 113.00	\$ 21,809.00	\$ 89.00	\$ 17,177.00	\$ 75.00	\$ 14,475.00	\$ 147.50	\$ 28,467.50
16 TRENCH REPAIR LOCAL STREET TYPE III	L.F.T.	68.0	\$40.00	\$2,720.00	\$ 85.00	\$ 5,848.00	\$ 81.00	\$ 5,508.00	\$ 64.00	\$ 4,352.00	\$ 75.00	\$ 5,100.00	\$ 195.00	\$ 7,140.00	\$ 107.00	\$ 7,276.00	\$ 50.00	\$ 3,400.00	\$ 74.00	\$ 5,032.00
17 TRENCH REPAIR SPECIAL	L.F.T.	84.0	\$40.00	\$3,360.00	\$ 25.00	\$ 2,100.00	\$ 25.30	\$ 2,125.20	\$ 17.00	\$ 1,428.00	\$ 32.00	\$ 2,688.00	\$ 37.00	\$ 3,108.00	\$ 28.00	\$ 2,352.00	\$ 30.00	\$ 2,520.00	\$ 30.50	\$ 2,562.00
18 VALVE 5" GATE M.J. W/ BOX	EACH	1.0	\$650.00	\$650.00	\$ 780.00	\$ 780.00	\$ 849.00	\$ 849.00	\$ 710.00	\$ 710.00	\$ 720.00	\$ 720.00	\$ 713.00	\$ 713.00	\$ 782.00	\$ 782.00	\$ 950.00	\$ 950.00	\$ 808.50	\$ 808.50
19 VALVE 16" BUTTERFLY M.J. W/ BOX	EACH	1.0	\$2,000.00	\$2,000.00	\$ 3,800.00	\$ 3,800.00	\$ 3,090.00	\$ 3,090.00	\$ 2,880.00	\$ 2,880.00	\$ 3,100.00	\$ 3,100.00	\$ 3,020.00	\$ 3,020.00	\$ 3,142.00	\$ 3,142.00	\$ 3,000.00	\$ 3,000.00	\$ 3,144.00	\$ 3,144.00
20 WATERMAIN 6" D.C.I. CL 52	L.F.T.	15.0	\$60.00	\$900.00	\$ 64.00	\$ 960.00	\$ 33.00	\$ 495.00	\$ 50.00	\$ 750.00	\$ 55.00	\$ 825.00	\$ 83.15	\$ 1,247.25	\$ 61.00	\$ 915.00	\$ 60.00	\$ 750.00	\$ 71.50	\$ 1,072.50
21 WATERMAIN 16" D.C.I. CL 52	L.F.T.	195.0	\$50.00	\$9,750.00	\$ 71.00	\$ 13,845.00	\$ 125.00	\$ 24,375.00	\$ 130.00	\$ 25,350.00	\$ 95.00	\$ 18,525.00	\$ 120.00	\$ 23,400.00	\$ 129.00	\$ 25,155.00	\$ 200.00	\$ 39,000.00	\$ 189.00	\$ 36,855.00
22 WATER SERVICE 1" TYPE "K" COPPER	L.F.T.	110.0	\$20.00	\$2,200.00	\$ 12.00	\$ 1,320.00	\$ 14.10	\$ 1,551.00	\$ 16.00	\$ 1,760.00	\$ 20.00	\$ 2,200.00	\$ 16.50	\$ 1,815.00	\$ 30.00	\$ 3,300.00	\$ 40.00	\$ 4,400.00	\$ 54.50	\$ 5,995.00
23 WATER VALVE BOX COMPLETE	EACH	2.0	\$300.00	\$600.00	\$ 300.00	\$ 600.00	\$ 283.00	\$ 566.00	\$ 190.00	\$ 380.00	\$ 280.00	\$ 560.00	\$ 255.00	\$ 510.00	\$ 200.00	\$ 400.00	\$ 275.00	\$ 550.00	\$ 205.50	\$ 411.00
SUBTOTAL				\$49,350.00																
TOTAL				\$49,350.00	\$ 65,438.00		\$ 69,907.44		\$ 75,426.00		\$ 80,520.00		\$ 85,261.25		\$ 93,420.00		\$ 95,000.00		\$ 116,299.50	

Date: July 8, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Roof Improvements/Replacement @ City Hall

SUMMARY OF REQUEST:

Award the base bid portion of the contract to replace the roof at the south westerly section of City Hall (Police department) to Ostrander Siding & Roofing Company out of Belding since they were the lowest responsible bidder with a bid price of \$29,900.

FINANCIAL IMPACT:

The construction cost of \$29,900.

BUDGET ACTION REQUIRED:

None. This project was budgeted for in the 2008 CIP.

STAFF RECOMMENDATION:

Award the contract to Ostrander Siding & Roofing Company

COMMITTEE RECOMMENDATION:

CITY HALL ROOF IMPROVEMENTS			
BIDS AS READ 06/19/08			
	CONTRACTOR	BID AMOUNT	
		ROOFING (15 yr warranty)	ALTERNATES (30 yr warranty)
1	Ostrander Siding and Roofing	\$ 29,900.00	\$ 37,500.00
2	East Muskegon Roofing and Sheet Metal	\$ 40,450.00	\$ 49,475.00
3	Allied Roofing & Siding	\$ 41,416.00	\$ 48,916.00

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners
FROM: Bryon L. Mazade, City Manager
DATE: July 1, 2008
RE: City Manager Employment Agreement Amendment

SUMMARY OF REQUEST:

To approve an amendment to the City Manager's employment agreement relating to retirement requirements.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the proposed amendment and authorize the Mayor and Clerk to sign the revised agreement.

COMMITTEE RECOMMENDATION:

None.

EMPLOYMENT AGREEMENT

CITY OF MUSKEGON – BRYON L. MAZADE
Effective July 1, 2008

This employment agreement is made and entered into by and between the CITY OF MUSKEGON ("CITY") and BRYON L. MAZADE ("MANAGER").

Recitals

A. The CITY desires to employ the services of MANAGER as the City Manager of the City of Muskegon as provided in the Charter of the City of Muskegon and desires to establish conditions of employment, provide certain benefits and set working conditions for said MANAGER.

B. MANAGER desires to maintain the employment as City Manager of the City of Muskegon in accordance with the terms and provisions of the Agreement.

C. This Agreement supersedes all prior agreements.

Agreement

NOW THEREFORE, THE CITY AND MANAGER AGREE AS FOLLOWS:

1. EMPLOYMENT. CITY employs MANAGER as City Manager to perform the functions and duties specified in the City Charter and ordinances and to perform such other legally permissible and proper duties and functions as the City Commission may, from time to time, assign, and MANAGER accepts such employment.

MANAGER agrees to remain in the employ of the CITY until termination is effected as hereinafter provided. MANAGER agrees to devote full time to his duties as City Manager. MANAGER may undertake other incidental employment, subject to the right of the City to require Manager to terminate other incidental employment.

2. SALARY. Effective July 1, 2008, CITY agrees to pay MANAGER as compensation for services rendered an annual salary of \$____ per year. MANAGER shall be entitled to cost of living adjustments approved by the City Commission for department heads on the first of each year.

3. PENSION. It is understood by MANAGER that he will remain a member of the Municipal Employees retirement System (MERS), formerly the City's General Employees Retirement System, and remain eligible for all benefits thereunder.

4. FRINGE BENEFITS. In addition to the base salary and deferred compensation established for MANAGER, CITY shall afford MANAGER the following:

(a) Sick Leave. The existing sick leave bank shall be continued, and shall continue to accrue at one (1) day per month, up to a maximum of 120 days.

(b) Disability Insurance. During employment, a disability insurance policy providing benefits for lost compensation until age sixty-five (65).

(c) Holidays. Eleven (11) holidays per annum.

(d) Vacation. For each calendar year MANAGER shall be entitled to five weeks vacation. Vacation time may be accumulated and carried over to subsequent years, except that vacation time in excess of four weeks shall not be carried over and shall be lost.

(e) Life Insurance. A term life insurance policy during employment in the amount provided for exempt employees.

(f) Automobile Allowance. An annual automobile allowance of \$6,750 for mileage shall be provided and payable in the 26 pay periods. In addition, there shall be reimbursement for mileage at the standard City rate for a round trip of 100 miles or more on behalf of the CITY.

(g) Hospitalization Insurance. Coverage under the CITY'S hospitalization and dental plan for MANAGER, MANAGER'S wife and children. MANAGER and MANAGER'S dependents will, however, be subject to plan amendments adopted from time to time by the City Commission.

(h) Membership Dues and Expenses. Payment of annual ICMA membership dues and payment of expenses to attend ICMA conferences within the State of Michigan. Payment of the expenses to attend the annual ICMA conference. All other out of state conferences must receive prior consent of City Commission.

(i) Civic Organizations. CITY will pay or reimburse MANAGER for membership dues and fees in one civic organizations, i.e. Rotary, Lions Club, etc., subject to the City's ability to review and eliminate this benefit.

(j) Miscellaneous. In addition to the fringe benefits set forth above, and to the extent that this subparagraph does not duplicate or conflict with the above fringe benefits, (which shall prevail), the MANAGER shall have the same fringe benefits as are available to the highest level department heads employed by the CITY from time to time.

5. TERM. It is understood by both CITY and MANAGER that employment may be terminated at the will of either party.

6. SEVERANCE PAY UPON TERMINATION BY CITY. If CITY terminates MANAGER'S employment, or if termination occurs pursuant to section 8 (except the last paragraph thereof), MANAGER shall receive the following:

- a) severance pay in an amount equal to seven (7) months' salary;
- b) 50% of any unused sick leave pay and payment for unused vacation time earned in that calendar year to the date of termination; and

- c) the City shall adopt any and all ordinances and resolutions, and authorize the execution of any and all necessary documents to provide Manager with a F50 retirement benefit, i.e., establishing eligibility for retirement at age 50 years with a required period of credited service of 25 years. The F50 retirement eligibility shall be made effective the day prior to the last day of employment of Manager and Manager shall have the option of retiring pursuant to the F50 retirement eligibility. If Manager is over the age of 55 years at the time of termination, subparagraph (c) is void.

7. TERMINATION OF EMPLOYMENT BY MANAGER. MANAGER may terminate employment at any time after providing the CITY with a thirty (30) day notice.

8. SEVERANCE PAY UPON TERMINATION BY MANAGER. In the event the CITY refuses, following written notice, to comply with any material provisions of this agreement which financially benefit MANAGER, or MANAGER resigns following the simultaneous suggestion, whether formal or informal, by a majority of the members of the City Commission that he resign, then, in that event, the MANAGER may at his option be deemed to be terminated at the date of such failure to comply or simultaneous suggestion. In such case, the MANAGER shall be deemed to have been terminated by the CITY and entitled to the severance benefits set forth above.

In the event the MANAGER terminates his employment for reasons other than those stated in this paragraph, he shall receive one-half (1/2) of his unused sick leave bank and all earned vacation pay for that calendar year, but no other severance pay or benefit, except as required by law.

9. MERGER OF NEGOTIATIONS. This agreement constitutes the entire contract of employment between CITY and MANAGER. No statement, promise, agreement, or obligation that conflicts with the terms of this agreement shall modify, enlarge, or invalidate this agreement or any provisions hereof.

IN WITNESS WHEREOF, the CITY and MANAGER have executed this agreement this 8th day of July, 2008.

WITNESSES:

Helen M. Wilcox
Helen M. Wilcox

Irene Dempsey
Irene D. Dempsey

Linda Potter
Linda Potter

CITY OF MUSKEGON

By [Signature]
Stephen J. Warmington, Its Mayor

and [Signature]
Ann Marie Becker, Its Clerk

MANAGER -

[Signature]
Bryon L. Mazade

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: July 1, 2008

RE: Salary Range Adjustments

SUMMARY OF REQUEST:

To make changes to various non-represented salary ranges.

FINANCIAL IMPACT:

Approximately \$30,000 in salaries and benefits. However, there have been savings to fully offset these increases.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the recommended changes.

COMMITTEE RECOMMENDATION:

None.

PROPOSED
2008
NON-REPRESENTED EMPLOYEES SALARY SCHEDULE

SALARY SCHEDULE
11 STEPS

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>
RANGE I - A	74,307	76,784	79,261	81,738	84,215	86,692	89,168	91,645	94,122	96,599	99,076
RANGE I - B	68,095	70,366	72,635	74,906	77,175	79,446	81,715	83,986	86,255	88,526	90,796
RANGE II - A	62,886	64,982	67,078	69,174	71,270	73,367	75,464	77,560	79,656	81,752	83,848
RANGE II - B	60,246	62,247	64,247	66,248	68,248	70,249	72,250	74,250	76,251	78,251	80,253
RANGE III - A	57,607	59,511	61,416	63,321	65,226	67,130	69,036	70,940	72,844	74,750	76,654
RANGE III - B	53,556	55,341	57,126	58,912	60,697	62,482	64,267	66,052	67,838	69,623	71,408
RANGE IV	49,623	51,277	52,931	54,585	56,239	57,892	59,547	61,200	62,854	64,508	66,162
RANGE V	47,495	49,079	50,662	52,245	53,829	55,413	56,996	58,580	60,163	61,747	63,330
RANGE VI	44,513	45,996	47,480	48,963	50,447	51,930	53,414	54,898	56,382	57,866	59,349
RANGE VII - A	41,198	42,572	43,946	45,319	46,693	48,066	49,440	50,813	52,187	53,561	54,934
RANGE VII - B	38,663	39,952	41,242	42,531	43,820	45,110	46,399	47,688	48,977	50,267	51,556
RANGE VIII	36,476	37,692	38,908	40,125	41,341	42,556	43,772	44,989	46,205	47,421	48,638
RANGE IX	32,142	33,213	34,284	35,356	36,427	37,499	38,570	39,641	40,713	41,784	42,856
RANGE X	29,808	30,802	31,795	32,790	33,783	34,777	35,771	36,765	37,758	38,753	39,746
RANGE XI	27,143	28,048	28,954	29,858	30,763	31,668	32,573	33,477	34,383	35,288	36,193

1/10/2008 1:10:00 PM

PROPOSED
ADMINISTRATIVE/TECHNICAL/PROFESSIONAL/SUPERVISORY
SALARY RANGES
EFFECTIVE 7/1/2008

	<u>MINIMUM SALARY</u>	<u>MAXIMUM SALARY</u>
<u>RANGE I - A</u>	74,307	99,076
Director of Public Safety Finance Director Public Works Director		
<u>RANGE I - B</u>	68,095	90,796
City Engineer/Deputy Director of Public Works Community/Economic Development Director		
<u>RANGE II - A</u>	62,886	83,848
<u>RANGE II - B</u>	60,246	80,253
City Treasurer Income Tax Administrator/Deputy Treasurer Information Systems Director		
<u>RANGE III - A</u>	57,607	76,654
Civil Service/Personnel Director Deputy Director of Public Safety for Fire Services		
<u>RANGE III - B</u>	53,556	71,408
Assistant Finance Director City Clerk Community & Neighborhood Services Director		
<u>RANGE IV</u>	49,623	66,162
<u>RANGE V</u>	47,495	63,330
Affirmative Action/Risk Management Director Water Filtration Plant Supervisor		

	<u>MINIMUM SALARY</u>	<u>MAXIMUM SALARY</u>
<u>RANGE VI</u>	44,513	59,349
Superintendent of Public Works Superintendent of Public Utilities		
<u>RANGE VII - A</u>	\$41,198	\$54,934
Cemetery/Forestry Supervisor Database Administrator Equipment Supervisor Highway Supervisor Network Technician Parks Supervisor Planner III/Zoning Administrator Public Utilities Supervisor Recreation/Marina Supervisor Special Operations Supervisor		
<u>RANGE VII - B</u>	\$38,663	\$51,556
<u>RANGE VIII</u>	\$36,476	\$48,638
Administrative Services Supervisor - DPW Code Coordinator Deputy City Clerk Income Tax Auditor Planner II Police Community Coordinator Police Records Supervisor Resource Recovery Coordinator		
<u>RANGE IX</u>	\$32,142	\$42,856
Building Maintenance Supervisor Planner I Secretary to the City Manager		
<u>RANGE X</u>	\$29,808	\$39,746
Finance Clerk Administrative Secretary - Administration Administrative Secretary - CNS Administrative Secretary - Planning Administrative Secretary - Fire Administrative Secretary - Civil Service Administrative Secretary - Police		
<u>RANGE XI</u>	\$27,143	\$36,193
City Hall Building Maintenance Worker		