

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 25, 2013

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
- ❑ **INTRODUCTIONS/PRESENTATION:**
 - A. Recognition of Spring 2013 Citizen's Police Academy Graduates.
PUBLIC SAFETY
- ❑ **CONSENT AGENDA:**
 - A. Approval of Minutes. CITY CLERK
 - B. Selection of Vinyl Siding Supplier for Fiscal Year 2013-2014.
COMMUNITY & NEIGHBORHOOD SERVICES
 - C. Selection of Vinyl Siding Installer for Fiscal Year 2013-2014.
COMMUNITY & NEIGHBORHOOD SERVICES
 - D. Amendment to Current 3-Year Concession Contract to Include Motor/Jet Boat Tube Rides at Pere Marquette Park and Harbour Towne Beach. PUBLIC WORKS
 - E. L-3 Video Systems. PUBLIC WORKS
 - F. 2013-2014 Michigan Municipal League Membership Dues. CITY CLERK
 - G. Special Event Request – "Moosefest", August 17, 2013. PLANNING & ECONOMIC DEVELOPMENT
- ❑ **PUBLIC HEARINGS:**
- ❑ **COMMUNICATIONS:**
- ❑ **CITY MANAGER'S REPORT:**
- ❑ **UNFINISHED BUSINESS:**

❑ **NEW BUSINESS:**

A. Water Rate Increase. FINANCE

B. Wastewater Billing Settlement Agreement. CITY MANAGER

C. Farmers Market/Bike Time. 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 TTY/TDD DIAL 7-1-1 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

Date: June 25, 2013
To: Honorable Mayor and City Commissioners
From: Director Jeffrey Lewis
RE: Recognition of Spring 2013 Citizen's Police Academy Graduates

SUMMARY OF REQUEST:

RESOLUTION

RECOGNITION OF SPRING 2013 CITIZEN'S POLICE ACADEMY GRADUATES

WHEREAS, the City Commission desires to provide citizens with a better understanding of the functions of law enforcement, dispelling misconceptions and increasing positive communication between citizens and police; and

WHEREAS, it is the desire of the Muskegon City Commission to encourage cooperation between the public and law enforcement to positively impact our communities;

NOW, THEREFORE, BE IT RESOLVED, that the Muskegon City Commission hereby congratulates and recognizes:

Jacob Armstrong-Wright
James Daniels
Robert DeVries
Janice Dutkiewicz
Kimberly Green
Kenneth Johnson
Dijon Jones
April Thompson
John Thompson

Robert Lusby
Myndee Menger
Elizabeth Morrison
Peggy Perdue
Mary Ramos
Ryan Smith

for their faithful attendance, completion and graduation from the 10 week
Spring 2013 Citizen's Police Academy

Given on behalf of the Muskegon City Commission this 25th day of June, 2013.

Stephen Gawron, Mayor

STAFF RECOMMENDATION:

Approve - Director Jeffrey Lewis



RESOLUTION
RECOGNITION OF SPRING 2013
CITIZEN'S POLICE ACADEMY GRADUATES

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Given on behalf of the Muskegon City Commission this 25th day of June, 2013.

Stephen Gawron, Mayor

Date: June 25, 2013
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 10th Commission Worksession Meeting, and the June 11th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
June 10, 2013
City Commission Chambers
5:30 PM

MINUTES

2013-48

Present: Commissioners Gawron, Spataro, Hood, German, Turnquist, and Markowski.

Absent: Commissioner Wierengo.

2013-2014 Budget.

Mayor Gawron thanked the City Manager, Finance Director, and city staff for their contributions to the proposed budget.

Bryon Mazade, City Manager, gave an overview of the proposed 2013-14 budget. The General budget is projected to decrease the City's fund balance by \$592,495.

The City Manager reviewed each fund with the City Commission. The Commission asked questions of staff as line items were reviewed.

A new fire truck has been budgeted for. Contributions to a senior transit system, codification of city ordinances, and codification of zoning ordinances were among other proposed budgeted items.

Discussion took place regarding the SmartZone property and lack of payments. Discussion of casinos and lack of payment were discussed. Mr. Mazade suggested the topic be placed on a future Worksession meeting.

A 10% water rate is being recommended that will be effective October 1st. Tim Paul stated that even with the recommended 10% increase, the City will be the lowest rate of the surrounding communities with the exception of Montague who has wells.

Discussion of shared services and what services the City provides other municipalities and vice versus was discussed. Mayor Gawron asked that Mr. Mazade share with the City Commission a study conducted approximately three years ago that indicate that the County is ahead of many Counties for the services we currently share.

Capital projects were reviewed including major and local street projects, water and sewer projects, and police cruisers and equipment.

Adjournment.

Motion by Commissioner Hood, seconded by Commissioner German to adjourn at 7:20 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 11, 2013

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 11, 2013.

Mayor Gawron opened the meeting with a prayer from Mr. George Monroe after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Vice Mayor Lawrence Spataro, Commissioners Willie German, Byron Turnquist, Lea Markowski, and Eric Hood, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

Absent: Mayor Stephen Gawron and Commissioner Sue Wierengo (both excused)

2013-49 INTRODUCTIONS/PRESENTATION:

A. Burgess Norton Presentation – Summer 2013 Environmental Investigation.

Representatives from Burgess Norton updated the Commission and public regarding a summary of planned 2013 environmental investigation in the Nims Street area.

B. County Jail Update.

Sheriff Roesler introduced representatives from the architecture company who explained the Jail update.

2013-50 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the May 28th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Request to Waive Water Connection Fee for Alcoa Square Splash Pad. CITY MANAGER

SUMMARY OF REQUEST: To waive the water connection fee for the Alcoa Square Splash Pad. This facility serves the youth of the community and, as such, this request fits well with the City Commission's goals to serve our youth.

FINANCIAL IMPACT: \$4,800.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request.

C. Memorandum of Understanding – Justice Assistance Grant. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission authorize the Director and the City Manager to enter into an agreement with the City of Muskegon Heights and Muskegon County in regards to the disbursement of the FY 2013 Justice Assistance Grant. It is further requested that the Mayor be authorized to sign the Memorandum of Understanding. Note that time is of the essence as this grant requires a 30 day governing body review period before the grant submission and the grant deadline is July 9.

Although the Bureau of Justice Assistance has designated us as being in a disparate funding situation due to the County providing more than 50% of the jail facilities, our proposal is to keep the allocations exactly as they initially came down from the BJA which is as follows: County of Muskegon \$0; City of Muskegon \$27,549 and City of Muskegon Heights \$16,346. Note that BJA uses crime data versus population in making these allocation decisions.

The City of Muskegon portion is planned to be used in continuation of the manner in which the previous year's JAG funding was used which is for the prosecution of city ordinance cases dealing primarily with neighborhood issues. A prosecutor was hired specifically for this under a previous fiscal year JAG Grant.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of this request.

D. Fireworks Display Permit for Muskegon Country Club. CITY CLERK

SUMMARY OF REQUEST: Melrose Pyrotechnics, Inc. is requesting approval of a fireworks display permit for July 4, 2013, at the Muskegon Country Club, 2801 Lakeshore Drive. Fire Marshall Metcalf will inspect the fireworks on the day of

the event.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

E. Fireworks Display Permit for Coast West Music Festival. CITY CLERK

SUMMARY OF REQUEST: Night Magic is requesting approval of a fireworks display permit for July 4th at the Coast West Music Festival. Fire Marshall Metcalf has reviewed the request and recommends approval contingent on inspection of the fireworks.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

F. Cemetery Mowers. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to purchase two John Deere Z915b lawn mowers from The Power Shop, the lowest qualified Bidder. These machines will replace the 2005 and 2007 Grasshopper models currently being used.

FINANCIAL IMPACT: \$12,620.80.

BUDGET ACTION REQUIRED: None, amount is what was budgeted.

STAFF RECOMMENDATION: Authorize staff to purchase two John Deere lawn mowers from The Power Shop.

G. Engineering Services – Asset Management. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to enter into an engineering services agreement with Prein & Newhof to provide asset management for storm and sanitary sewers evaluation and to prepare and submit a grant application seeking state funds to cover the cost of any identified project of up to \$2,000,000.

FINANCIAL IMPACT: None at this time; however, if the grant application was to be approved then the engineer would be entitled to up to \$16,500.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Authorize to enter into an engineering services agreement with P & N.

H. Consideration of Quotes for Electrical Work at DPW. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to enter into an agreement with J & J Electrical Service out of Muskegon to provide all material and labor necessary to extend an electrical service to the newly purchased patching machine for

\$11,800.

FINANCIAL IMPACT: \$11,800.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with J & J.

Motion by Commissioner Turnquist, second by Commissioner Markowski to accept the consent agenda as presented.

ROLL VOTE: Ayes: Turnquist, Markowski, Hood, Spataro, and German

Nays: None

MOTION PASSES

2013-51 PUBLIC HEARINGS:

A. 2013-14 Budget. FINANCE

SUMMARY OF REQUEST: This is the time set for public hearing on the City's 2013-14 budget. After the public hearing, the City Commission may take action to adopt the 2013-14 budget with any changes or adjustments it deems necessary. City ordinance requires the budget be adopted by the second regular City Commission meeting in June. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

FINANCIAL IMPACT: The budget sets forth the priorities and overall financial plan for operations in the year 2013-14.

BUDGET ACTION REQUIRED: Adoption of the budget resolution provides the legal appropriation authority necessary for City departments to conduct operations in 2013-14.

STAFF RECOMMENDATION: Receive public comments. Upon closing the public hearing, the City Commission may decide to adopt the budget.

The public hearing opened to hear and consider any comments from the public. Comments were heard from Robert Jennings, 3553 Marina View Pt.

Motion by Commissioner Hood, second by Commissioner German to close the public hearing.

ROLL VOTE: Ayes: Markowski, Hood, Spataro, German, and Turnquist

Nays: None

MOTION PASSES

Motion by Commissioner Turnquist, second by Commissioner German to adopt the 2013-14 Budget as presented.

ROLL VOTE: Ayes: Markowski, Hood, Spataro, German, and Turnquist

Nays: None

MOTION PASSES

2013-52 NEW BUSINESS:

A. Proposed 2013 – 2014 CDBG/HOME Grants. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the 2013-2014 CDBG/HOME grant budget based on the spreadsheet for submission of the 2013-2014 Action Plan to HUD.

FINANCIAL IMPACT: The Community Development Block Grant and HOME grant budget is the basis of the annual Action Plan for the Community and Neighborhood Services department.

BUDGET ACTION REQUIRED: City Commission approval.

STAFF RECOMMENDATION: Approve the 2013-2014 CDBG/HOME grant budget based on the spreadsheet for submission of the 2013-2014 Action Plan to HUD.

Motion by Commissioner Hood, second by Commissioner German to approve the 2013-2014 CDBG/HOME grant budget based on the spreadsheet for submission of the 2013-2014 Action Plan to HUD.

ROLL VOTE: Ayes: Hood, Spataro, German, Turnquist, and Markowski

Nays: None

MOTION PASSES

B. FY2013 Port Security Grant Program. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission authorize entering into an agreement with the County of Muskegon to be part of their larger submission under the FY2013 Port Security Grant Program Grant Application. Our portion of this submission would be for the purchase of 60 portable radios to address the issue that the current radios have reached their end of life and also interoperability issues with being able to communicate with other agencies especially in the event of a major event.

Our radio equipment is outdated and needs to be replaced before it places us in a hazardous situation whereby the officer cannot effectively communicate when they find themselves in a dangerous situation.

New equipment would allow us to access the TAC frequencies for communications with other agencies (county, other municipal departments as well as port authority personnel). Communications between the agencies is going to be critical in the event of an emergency situation.

We are also in a position currently where if we have a major event where we had to call everyone on duty we would not have sufficient working radios at the present time.

FINANCIAL IMPACT: The total cost of the project would be approximately \$105,000. The grant requires a 25% match which would be a financial impact to the City of Muskegon of approximately \$27,000. A portion of which would come from budgeted capital improvement funds and the rest from other areas of the budget.

BUDGET ACTION REQUIRED: Approve the approximate \$27,000 match.

STAFF RECOMMENDATION: Staff recommends approval of this request.

Motion by Commissioner Hood, second by Commissioner Markowski to approve the Fiscal Year 2013 Port Security Grant Program request for the purchase of 60 portable radios.

ROLL VOTE: Ayes: Hood, Spataro, German, Turnquist, and Markowski

Nays: None

MOTION PASSES

C. Harris Hospitality Presentation. CITY MANAGER

SUMMARY OF REQUEST: The Harris Hospitality group would like to present its revised concept plan for Pere Marquette Park to the City Commission for review and information.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: No action requested at this time.

Motion by Commissioner Turnquist, second by Commissioner Hood to authorize City staff to negotiate with Harris Hospitality group on the basis of expanding the footprint as described today.

ROLL VOTE: Ayes: Spataro, German, Turnquist, Markowski, and Hood

Nays: None

MOTION PASSES

D. Complete Streets Resolution.

Motion by Commissioner Markowski, second by Commissioner Hood to approve the resolution supporting complete streets.

ROLL VOTE: Ayes: German, Turnquist, Markowski, Hood, and Spataro

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commissioner Turnquist asked what happened with Bike Time and Farmer's Market. City Manager Bryon Mazade stated that they did meet and came to term on many items. Expect a recommendation at the

next meeting.

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 7:25 p.m.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

Commission Meeting Date: June 25, 2013

Date: June 18, 2013

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

**Re: Selection of Vinyl Siding Supplier for Fiscal Year
2013-2014**

SUMMARY OF REQUEST: To approve the Community and Neighborhood Services department's selection of the Vinyl Siding Supplier for 2013-2014 fiscal year. After reviewing all bids, the department selected the bid from Home Acres Building Supply Co, LLC, located at 2121 Harvey St, Muskegon, MI, for the price of \$47.10 (forty-seven dollars and ten cents) per building square for white and \$49.50 (forty-nine dollars and fifty cents) per square for color.

The Community and Neighborhood Services department received 3 additional bids from:

- | | | |
|----------------------------|--------------------|--------------------|
| 1. Weber Lumber, Muskegon | White - \$48.00/sq | Color - \$49.50/sq |
| 2. Keene Lumber, Muskegon | White - \$50.00/sq | Color - \$51.00/sq |
| 3. Sethco Lumber, Muskegon | White - \$58.34/sq | Color - \$59.34/sq |

FINANCIAL IMPACT: Funding will be disbursed from the 2013-2014 Community Development Block Grant Vinyl Siding fund.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve request.

COMMITTEE RECOMMENDATION: The funding for the Vinyl Siding program was approved by the Commission during the 2013-2014 allocation period last May.

2013-2014 CDBG - Vinyl Siding Suppliers

Bid Results

Item	Home Acres Bldg	Keene	Sethco	Weber	Average	Low	High
Per Square (White)	\$47.10	\$50.00	\$58.34	\$48.00	\$50.86	\$47.10	\$58.34
Per Square (Color)	\$49.50	\$51.00	\$59.34	\$49.50	\$52.34	\$49.50	\$59.34
J-Channel (White)	\$3.69	\$3.85	\$3.69	\$3.61	\$3.71	\$3.61	\$3.85
J-Channel (Color)	\$3.69	\$3.85	\$3.69	\$3.89	\$3.78	\$3.69	\$3.89
F-Channel (White)	\$4.63	\$6.00	\$6.99	\$7.12	\$6.19	\$4.63	\$7.12
F-Channel (Color)	\$4.63	\$6.00	\$6.99	\$7.42	\$6.26	\$4.63	\$7.42
Undersill (PC) (White)	\$3.46	\$4.15	\$3.95	\$3.61	\$3.79	\$3.46	\$4.15
Undersill (PC) (White)	\$3.46	\$4.15	\$3.95	\$3.89	\$3.86	\$3.46	\$4.15
O/S Corner (PC) White	\$10.50	\$14.20	\$13.40	\$14.39	\$13.12	\$10.50	\$14.39
O/S Corner (PC) White	\$10.50	\$14.20	\$13.40	\$14.39	\$13.12	\$10.50	\$14.39
J-Block (White)	\$5.31	\$6.15	\$5.41	\$7.95	\$6.21	\$5.31	\$7.95
J-Block (Color)	\$5.31	\$6.15	\$5.41	\$7.95	\$6.21	\$5.31	\$7.95
Recessed J-Block (White)	\$5.85	\$7.70	\$6.51	\$7.49	\$6.89	\$5.85	\$7.70
Recessed J-Block (Color)	\$5.85	\$7.70	\$6.51	\$7.49	\$6.89	\$5.85	\$7.70
J-Vent (White)	\$9.50	\$16.50	\$10.35	\$8.99	\$11.34	\$8.99	\$16.50
J-Vent (Color)	\$9.50	\$16.50	\$10.35	\$9.89	\$11.56	\$9.50	\$16.50
Intake Louver (White)	\$15.40	\$17.50	\$10.35	\$14.99	\$14.56	\$10.35	\$17.50
Intake Louver (Color)	\$15.40	\$17.50	\$10.35	\$14.99	\$14.56	\$10.35	\$17.50
10' Starter Strip (Alum)	\$2.25	\$2.45	\$2.99	\$2.89	\$2.65	\$2.25	\$2.99
10' Starter Strip (Steel)	\$2.75	\$3.75			\$3.25	\$2.75	\$3.75
Soffit 0.19/Solid (White)	\$12.90	\$12.70	\$13.69	\$12.14	\$12.86	\$12.14	\$13.69
Soffit 0.19/Solid (Color)	\$12.90	\$12.70	\$13.69	\$14.27	\$13.39	\$12.70	\$14.27
Soffit 0.19/Vented (White)	\$12.90	\$12.70	\$13.69	\$12.14	\$12.86	\$12.14	\$13.69
Soffit 0.19/Vented (Color)	\$12.90	\$12.70	\$13.69	\$14.27	\$13.39	\$12.70	\$14.27
Fascia .024/4' (White)	\$7.00	\$6.99	\$8.46	\$7.75	\$7.55	\$6.99	\$8.46
Fascia .024/4' (Color)	\$7.00	\$6.99	\$8.46	\$9.99	\$8.11	\$6.99	\$9.99
Fascia .024/6' (White)	\$9.00	\$9.10	\$10.76	\$9.39	\$9.56	\$9.00	\$10.76
Fascia .024/6' (Color)	\$9.00	\$9.10	\$10.76	\$10.98	\$9.96	\$9.00	\$10.98
Fascia .024/8' (White)	\$11.75	\$11.95	\$14.27	\$12.60	\$12.64	\$11.75	\$14.27
Fascia .024/8' (Color)	\$11.75	\$11.95	\$14.27	\$16.79	\$13.69	\$11.75	\$16.79
Trim Coil .019 (White)	\$69.95	\$69.85	\$73.06	\$62.95	\$68.95	\$62.95	\$73.06
Trim Coil .019 (Color)	\$69.95	\$68.85	\$73.06	\$79.35	\$72.80	\$68.85	\$79.35
1 1/2" #25 box			\$22.25		\$22.25	\$22.25	\$22.25
1 1/2" #30 box	\$31.01	\$29.25	\$26.70	\$35.99	\$30.74	\$26.70	\$35.99
1 3/4" #25 box			\$22.25		\$22.25	\$22.25	\$22.25
1 3/4" #30 box	\$33.60	\$31.25	\$26.70	\$35.99	\$31.89	\$26.70	\$35.99
2" #25 box			\$22.25		\$22.25	\$22.25	\$22.25
2" #30 box	\$35.36	\$29.75	\$26.70	\$35.99	\$31.95	\$26.70	\$35.99
Trim Nails #1 box (White)	\$7.25	\$7.95	\$5.97	\$9.99	\$7.79	\$5.97	\$9.99
Trim Nails #1 box (Color)	\$7.25	\$7.95	\$5.97	\$9.99	\$7.79	\$5.97	\$9.99
Caulk (White)	\$5.30	\$2.75	\$3.91	\$2.83	\$3.70	\$2.75	\$5.30
Caulk (Clear)	\$5.30	\$2.95	\$4.69	\$2.83	\$3.94	\$2.83	\$5.30
Caulk (Color)	\$5.30	\$2.75	\$3.91	\$5.39	\$4.34	\$2.75	\$5.39
Backerboard (Fanfold)	\$27.00	\$41.00	\$29.00	\$28.34			
Backerboard (Core board)		\$41.00					
House Wrap 9'x100'	\$54.50	\$58.00	\$59.00	\$46.80			
Tyvek 9'x100'		\$111.00	\$113.84	\$108.89			
Tyvek 9'x100'		\$115.00	\$119.66	\$116.95			

Commission Meeting Date: June 25, 2013

Date: June 18, 2013

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

**Re: Selection of Vinyl Siding Installer for Fiscal Year
2013-2014**

SUMMARY OF REQUEST: To approve the Community and Neighborhood Services to sign a contract with Tucker Construction, 1620 Fruitvale Rd, Holton, MI, to install vinyl siding at an agreed price of \$39.00 (thirty-nine dollars) per building square for the Vinyl Siding program's 2013-2014 fiscal year.

The Community and Neighborhood Services office received 3 bids total from vinyl siding installers.

- Barnes and Telman Solutions LLC, Fruitport \$72.00
- Bradfield Home Improvement, Grand Haven \$85.00

FINANCIAL IMPACT: Funding will be disbursed from the 2013-2014 Community development Block Grant Vinyl Siding fund.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve request.

COMMITTEE RECOMMENDATION: The funding for the Vinyl Siding program was approved by the Commission during the 2013-2014 allocation period last May.

2013 - 2014 CDBG - Vinyl Siding Installers

Bid Results

	BARNES & TELMAN	BRADFIELD	MARK TUCKER	Average	Low	High
	PO Box 222 Fruitport, MI	1107 S. Chippewa Grand Haven, MI	1620 Fruitevale Holton, MI			
Siding/Estimate <i>(per sq)</i>	\$72.00	\$85.00	\$39.00	\$65.33	\$39.00	\$85.00
Fascia <i>(per ft)</i>	\$1.50	\$2.50	\$1.00	\$1.67	\$1.00	\$2.50
Soffit <i>(per ft)</i>	\$1.75	\$2.50	\$1.00	\$1.75	\$1.00	\$2.50
Door Wrap <i>(each)</i>	\$40.00	\$70.00	\$20.00	\$43.33	\$20.00	\$70.00
Windows Wrap <i>(each)</i>	\$45.00	\$45.00	\$20.00	\$36.67	\$20.00	\$45.00
Wood <i>(per ft)</i>	\$60.00	\$1.50	\$1.00	\$20.83	\$1.00	\$60.00
Treated Wood/Cedar <i>(per ft)</i>	\$60.00	\$1.75	\$1.00	\$20.92	\$1.00	\$60.00
Fan Fold <i>(per sq)</i>	\$25.00	included	\$9.00	\$17.00	\$9.00	\$25.00
Tyvek Cap <i>(per sq)</i>	\$16.50	included	\$9.00	\$12.75	\$9.00	\$16.50
Tyvek Cap <i>(per ft)</i>	\$0.75	included	\$1.00	\$0.88	\$0.75	\$1.00

AGENDA ITEM NO._____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: June 25, 2013

SUBJECT: Amendment to current 3-year Concession Contract to include Motor/Jet Boat
Tube Rides at Pere Marquette Park and Harbor Towne Beach

SUMMARY OF REQUEST:

Ken Huston of Amazing Gifts Direct, LLC has submitted the attached email requesting permission to amend his current 3-year Concession Agreement ("The Island" Concession) to include a 1-year contractual agreement, for 2013, to operate Tube Rides from a Motor/Jet Boat, out of the beaches at Pere Marquette Park and/or Harbor Towne Beach. This request is solely for the purpose of operating a licensed and insured business out of a predetermined beach location, as authorized by staff. This permission, if granted, will be for the use of the beach areas only and the applicant will have to secure any and all federal/state permits, if any is required, for use of the water itself.

FINANCIAL IMPACT:

Contract revenue would be included in current Concession Agreement from "The Island" Concession at 10% of gross sales.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Should the Commission approve the request then authorize DPW Staff to amend current 3-year contract to include a 1-year Contractual Agreement with Ken Huston of Amazing Gifts Direct, LLC for operating a Motor/Jet Boat with Tube Rides at Pere Marquette Park/Harbor Towne Beach for 2013.

COMMITTEE RECOMMENDATION:

Linda Potter

From: Kenneth Huston II [amazinggiftsdirect@yahoo.com]
Sent: Tuesday, June 18, 2013 9:34 AM
To: Doug Sayles
Subject: RE: the Island

OK. If its not to much trouble. I would like to offer tube rides from my jet boat. Possibly on Lake Michigan, or Muskegon lake depending on insurance quote. It may operate out of the Island or off the boat by shore. All sales would go through the island. It would not be a desperate business. Boat would be operated by an experienced driver over the age of eighteen or myself with customers paying by the quarter or half hr. Thank you, Ken Huston.

On Tue, Jun 18, 2013 8:23 AM EDT Doug Sayles wrote:

>Yes I will need to take to Commission for approval.

>

>If you want it on the Agenda for the 25th of June I will need to get it to the Clerks' office by 4pm today. If not in by then it would be the 1st meeting in July.

>

>-----Original Message-----

>From: Kenneth Huston II [mailto:amazinggiftsdirect@yahoo.com]

>Sent: Tuesday, June 18, 2013 7:53 AM

>To: Doug Sayles

>Subject: the Island

>

>

>Hello Doug,

> A quick question for you. I am thinking of offering tube rides with my jet boat. Would we need to get the OK from the council? If I did this it would be good to offer it by the fourth of July. Just something I am thinking about. Will look into cost of insurance today and that will help me decide.

>Thanks for your time. Ken.

Date: 6/25/2013

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: L-3 Video Systems

SUMMARY OF REQUEST:

Authorize staff to purchase (1) new server and (18) L-3 video systems out of Boonton New Jersey, upgrades to our current video systems.

FINANCIAL IMPACT:

\$60,830.00

BUDGET ACTION REQUIRED:

This purchase is in the 2013/2014 budget.

STAFF RECOMMENDATION:

Authorize staff to purchase (1) new server and (18) L-3 video systems upgrades from L-3 Communications.



Mobile-Vision, Inc.

90 Fanny Rd, Boonton, NJ 07005
T. 800-336-8475 F. 973-257-3024

QUOTE

Number AAAQ9544
Date Jun 13, 2013

Sold To

Muskegon Police Department

Dennis Lord
980 Jefferson Street
Muskegon, MI 49440
USA

Phone 2317246309
Fax 2317225140

Ship To

Muskegon Police Department

Dennis Lord
980 Jefferson Street
Muskegon, MI 49440
USA

Phone 2317246309
Fax 2317225140

Salesperson		P.O. Number		Ship Via		Terms	
MAUSER				UPS GROUND		NET 30	
Line	Qty	SKU	Description			Unit Price	Ext. Price

1	18	MVD-FB3-DVR	Assembly, Flashback 3 Digital Video Recorder	\$2,395.00	\$43,110.00
2	18	MVD-FB3-8GBSD	Flash Card, 8GB UHS-SD, Flashback 3	\$0.00	\$0.00
3	18	MVD-VISOR2-CARD	Visor Card Flashback 2 reference card	\$0.00	\$0.00
4	18	MVD-VLP2-FS	Assembly, Voice Link Plus 2 Wireless Microphone System with Transmitter w/Belt Clip, Docking Station, 9" & 40" Lapel Microphones	\$0.00	\$0.00
5	18	MVD-VLP2-CG	VLP2 Charging Station with AC Power Adapter	\$0.00	\$0.00
6	5	MVD-VLP2-TRA	Assembly, Voice Link Plus 2 Transmitter w/Belt Clip, VLP2 9" & 40" Lapel Microphones	\$255.00	\$1,275.00

7 **Note: Customer to arrange for own Installation**

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed:_____ Date:_____

L-3 Shipping Terms are FOB Boonton, NJ. By Signing below you agree to waive your shipping terms and ship this order FOB Boonton, NJ.

Signed:_____ Date:_____

SubTotal	\$44,385.00
Tax	TBD
S&H	\$360.00
Total	\$44,745.00

Credit Terms: Net 30 Days. State/
Local Fee and Taxes are not included

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.



Mobile-Vision, Inc.

90 Fanny Rd, Boonton, NJ 07005
T. 800-336-8475 F. 973-257-3024

QUOTE

Number AAAQ7393
Date Aug 9, 2012

Sold To

Muskegon Police Department

Dennis Lord
980 Jefferson Street
Muskegon, MI 49440
USA

Phone 2317246309
Fax 2317225140

Ship To

Muskegon Police Department

Dennis Lord
980 Jefferson Street
Muskegon, MI 49440
USA

Phone 2317246309
Fax 2317225140

Salesperson		P.O. Number		Ship Via		Terms	
SCHAFFER				UPS GROUND		NET 30	
Line	Qty	SKU	Description			Unit Price	Ext. Price

1 End of Life Quote

2	1	LSMVDR605	Server, Rack Rails, 5TB RAID 6 DASD, 8 Core Xeon Processors, 16GB RAM, DVM Server, Storage & Distribution System, Rack Mountings Dual 2.4 GHz Quad Core Processors 16GB RAM, 5TB RAID 6 DASD Red Hat v5 Enterprise Linux OS/PostgreSQL Database DVD-ROM, Monitor, Keyboard, Mouse, CF Card Reader 8 port 10/100/1000 Base T Switch	\$8,290.00	\$8,290.00
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3	1	LSMVDDVDDL141	Workstation, Desktop, 250GB DASD, 2 Core Intel Processors, 2GB RAM. DVD Backup System, 2.8 GHz Dual Core Processor, 2GB RAM, 250GB DASD Windows XP, DVD-RW, Monitor, Keyboard, Mouse MVI Archiving Software, Dual Layer DVD Robot w/100 disc capacity, 100 DVD-R Discs	\$3,995.00	\$3,995.00
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4	1	MVD-DET-BT1	1 Day On-Site Installation (full day of install and 2 hour quick training)	\$2,950.00	\$2,950.00
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5	1	MVD-DES-BTO	Data Migration - Transfer files from old server to new server.	\$750.00	\$750.00
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6 Listed below is the smaller 3TB Server

7	0	LSMVDR603	Server, Rack, 3TB RAID 6 DASD, 12 Core Xeon Processors, 16GB RAM, DVM Server, Storage & Distribution System, Rack Configuration Dual 2.4 GHz 6 Core Processors 16GB RAM, 3TB RAID 6 DASD Red Hat v5 Enterprise Linux OS/PostgreSQL Database DVD-ROM, Monitor, Keyboard, Mouse, CF Card Reader 8 port 10/100/1000 Base T Switch	\$7,543.00	\$0.00
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Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed:_____ Date:_____

L-3 Shipping Terms are FOB Boonton, NJ. By Signing below you agree to waive your shipping terms and ship this order FOB Boonton, NJ.

Signed:_____ Date:_____

SubTotal	\$15,985.00
Tax	TBD
S&H	\$100.00
Total	\$16,085.00

Credit Terms: Net 30 Days. State/
Local Fee and Taxes are not included

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.

Date: June 25, 2013
To: Honorable Mayor and City Commissioners
From: Ann Cummings, City Clerk
**RE: 2013-2014 Michigan Municipal League
Membership Dues**

SUMMARY OF REQUEST: Approval to pay the 2013-2014 MML dues in the amount of \$9,346. This is an increase of \$220.

FINANCIAL IMPACT:

MML Dues	\$8,496
Legal Defense Fund	<u>\$ 850</u>
Total	\$9,346

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.



michigan municipal league

Better Communities. Better Michigan.

May 01, 2013

Mrs. Ann Marie Cummings
City Clerk
Muskegon
933 Terrace St.
PO Box 536
Muskegon, MI 49443-0536

Dear Mrs. Cummings,

Thank you for your continued participation and support of the Michigan Municipal League. The League is your advocate for all the important issues facing local government. With the continuing challenges we face in Lansing and Washington, our work for you is even more critical. We are enjoying unprecedented access to key leaders, and will keep working on key issues like transportation funding, EVIP and the personal property tax repeal. We will continue to fight for you on the issues that matter most, and support every member by leading advocacy efforts in support of municipal issues.

The League will remain on the cutting edge, helping forge a new Michigan. The League's Center for 21st Century Communities (21c3) is working to assist local officials in identifying, developing, and implementing programs and strategies to enhance our member communities' ability to be vibrant places for the 21st century, providing low-cost education related to effective and efficient governance. Further, our Legal Defense Fund is providing advocacy of a different type as they continue to work to protect your interests in the courts and regulatory arena.

The League's Board of Trustees recognizes the strained financial conditions present in many Michigan communities. We have worked very hard over the last several years to reduce our dues, resulting in *savings of over 30%*. This year we are passing along a modest 2.4% inflationary adjustment to League dues.

The true power of the League comes from the combined voices of communities across Michigan. Together we can make a real difference. Your Michigan Municipal League membership is one of the best investments your community can make. Be sure to maximize your membership by contacting us with your questions, and by actively participating at League events. Thank you for your support. We look forward to our continued partnership with your community.

Sincerely,

Daniel P. Gilmartin
Executive Director & CEO

David Lossing
President, 2012-2013

Enc.



michigan municipal league

Member Benefits at a Glance

Advocacy of Municipal Issues

Legislative Advocacy – expert advocacy and dedicated representation at the state and federal levels on municipal issues
Legislative Committees – member advisory committees help shape League-wide positions on important matters
Legislative Link E-Newsletter – a weekly rundown of legislative activity
Inside 208 Blog – timely conversations on legislative and advocacy issues

Information

Inquiry Service – information and custom research on your municipal questions
Center for 21st Century Communities (21c3) – tools to better position your community for the 21st century
Directory of Michigan Municipal Officials – annual listing of elected and key appointed city and village officials
The Review – bimonthly magazine geared specifically to the municipal audience
Wage and Salary Database – searchable database of 143 titles, available to respondents of the annual online survey

Educational Opportunities (*member rates apply*)

Convention and Capital Conference – gain tools to improve your community and receive the latest Lansing updates
Seminars and workshops – on-site and online training opportunities
Elected Officials Academy – certification program designed to help elected officials lead in the 21st century

Documents on the League's Website

EVIP Resource Page – guidance on how to qualify for EVIP funding
E-Books, including: *Handbook for Municipal Officials* and *Handbook for General Law Village Officials*
One-Pager *Plus* Fact Sheets – easy to read summaries of common municipal topics
Sample contracts, ordinances, policies, resolutions, and Request for Proposals (RFPs)

Insurance Programs (*premiums apply*)

League Workers' Compensation Fund
League Liability and Property Pool
League Sponsored BCBSM Program
Unemployment Compensation Fund

Savings and Vendor Services

Natural Gas Purchasing Program – a program designed to reduce your gas utility costs
Telecommunications – cut your telecom costs by partnering with Abilita, a telecommunications consulting leader
U.S. Communities Government Purchasing Alliance – favorable pricing to various products and services
Business Alliance Program – vendors who provide services to the municipal market

Additional League Services (*member rates apply*)

CDL Drug and Alcohol Testing Consortium – random testing program in accordance with DOT regulations
Classified Ads – municipal job openings, as well as items for sale, on the League's website
Consulting Services – draw on the League's expertise for your management consulting needs
Executive Search Service – recruit the League to facilitate your executive search process
Legal Defense Fund (LDF) – legal assistance to LDF member municipalities in cases that have statewide impact

Questions? Contact: Holly Ingram, Finance Department; hingram@mml.org; (800) M-LEAGUE;

Access the League's website by visiting www.mml.org.



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE
MEMBERSHIP RENEWAL INVOICE

2013 - 2014

Muskegon

ID: 347

Date: 05/01/2013

Membership Period: 07/01/2013 - 06/30/2014

	<u>Current Balance</u>
* MML Dues	8,496.00
** Legal Defense Fund	850.00
	<u>\$9,346.00</u>

**Total Due by July 01, 2013:
\$9,346.00**

Please sign, date and return one invoice copy with your payment.

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

(Signature)

(Date)

* MML dues include annual subscriptions to *The Review* for your officials at \$12.00 per subscription, which is 50% of the regular subscription rate.

** The Legal Defense Fund is an optional charge. The purpose of the Fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact.

See what the League can do for you by visiting www.mml.org

Michigan Municipal League
P.O. Box 7409
Ann Arbor, MI 48107-7409
800-653-2483

CITY COMMISSION MEETING DATE
June 25, 2013

Date: June 18, 2013

To: Honorable Mayor and City Commissioners

From: Cathy Brubaker-Clarke, Director of Community & Economic Development

Re: Special Event Request – “Moosefest”, Aug. 17, 2013

SUMMARY OF REQUEST: The Child Abuse Council has filed a special event application for their annual Moosefest music festival to be held at Heritage Landing on Saturday, August 17, 2013. This year, they would like permission to sell liquor as part of their license.

One of the Moosefest vendors, Jim Beam, would like to sell slush-type drinks containing liquor. The liquor is pre-measured and comes in a pouch, which is then frozen and served by the cup. This would be a very similar product to what the former Summer Celebration sold at their “tiki bar” during that festival. No liquor will be poured from bottles.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION: None

Date: June 25, 2013

To: Honorable Mayor and City Commissioners

From: Finance Department

RE: Water Rate Increase

SUMMARY OF REQUEST: Staff is recommending a 10% water rate increase (from \$1.54 to \$1.69 per hundred cubic feet or \$2.06 to \$2.27 per 1000 gallons) effective October 1, 2013. The increase is needed to provide adequate cash reserves for operating and capital needs, maintain debt service coverage ratios as required by the City's water revenue bond covenants and stabilize water system finances until the new municipal customers begin water purchases from the system in 2015. Water use has declined significantly in the last decade due to economic conditions, improved conservation efforts, and rapidly rising sewage treatment costs.

FINANCIAL IMPACT: The proposed rate increase will generate an estimated \$425,000 in additional water revenue in FY2014. The following table compares existing and proposed rates to other area communities and provides an estimate of the monthly impact on typical households:

Community	Water rate based on 7,500 gals*	Fixed Charge or Water Admin	Total Monthly Bill	Water rate based on 15,000 gals*	Fixed Charge or Water Admin	Total Monthly Bill
Whitehall	\$ 2.00	\$ -	\$ 15.00	\$ 2.00	\$ -	\$ 30.00
Muskegon (current)	2.06	-	15.44	2.06	-	30.88
Muskegon (proposed)	2.27	-	17.00	2.27	-	33.99
Montague	2.30	6.60	23.85	2.30	6.60	41.10
Muskegon Heights	2.38	7.79	25.64	2.38	7.79	43.49
Grand Rapids	2.37	9.99	27.77	2.37	9.99	45.54
Roosevelt Park	3.38	8.31	33.66	3.38	8.31	59.01
Norton Shores	3.69	8.22	35.90	3.69	8.22	63.57
Muskegon Township	4.34	9.00	41.60	4.34	9.00	74.20
North Muskegon	4.55	10.00	44.00	4.55	10.00	78.00
Average	\$ 2.93	\$ 8.56	\$ 27.99	\$ 2.93	\$ 8.56	\$ 49.98
<i>* Water rates are expressed per 1,000 gallons of use</i>						

BUDGET ACTION REQUIRED: Revenue estimates included in the forthcoming 2013-14 budget are based on the new rate structure.

STAFF RECOMMENDATION: Approval of the attached resolution increasing water rates effective 10/1/2013.

CITY OF MUSKEGON

Resolution No. _____

A Resolution amending the general fee resolution of the City.

RECITALS

A review of the water rates has been undertaken by staff. City staff recommends and the City Commission has determined that an increase in the rates for water service is justified in the opinion of the City Commission.

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION:

1. For service provided after October 1, 2013, the rate for water shall be increased 10% from \$1.54 per hundred cubic feet to \$1.69 per hundred cubic feet.
2. All fixed monthly charges for fire line service shall be increased 10% effective October 1, 2013.

This resolution passed.

Ayes _____

Nays _____

CITY OF MUSKEGON

By _____
Ann Marie Cummings, Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on _____, 2013. 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 Cummings, Clerk

City of Muskegon
REVENUE BOND COVERAGE
Water Supply System
Since 2000

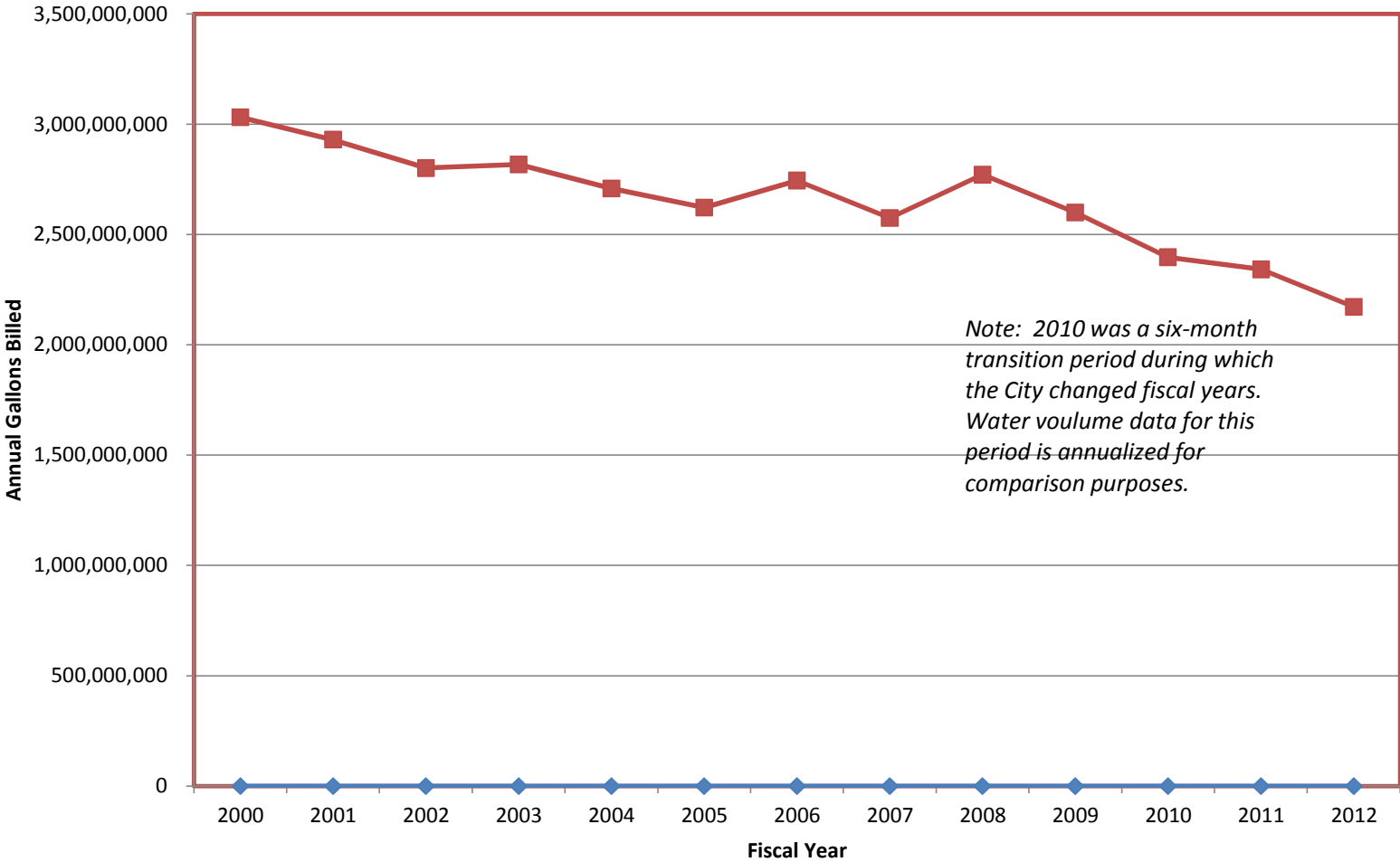
Fiscal Year	Gross Revenue (a)	Direct Operating Expenses (b)	Net Revenue Available For Debt Service	Debt Service Requirements			
				Principal	Interest	Total	Coverage
2000	\$ 3,936,337	\$ 2,576,864	\$ 1,359,473	\$ 350,000	\$ 494,206	\$ 844,206	1.61
2001	4,263,107	3,203,080	1,060,027	370,000	471,301	841,301	1.26
2002	4,051,015	3,030,959	1,020,056	390,000	453,666	843,666	1.21
2003	4,183,015	3,539,690	643,325	405,000	417,559	822,559	0.78
2004	5,016,267	3,186,067	1,830,200	420,000	411,867	831,867	2.20
2005	7,017,844	3,197,232	3,820,612	435,000	418,549	853,549	4.48
2006	6,424,971	3,172,882	3,252,089	1,020,000	662,774	1,682,774	1.93
2007	6,705,739	3,404,649	3,301,090	1,045,000	632,036	1,677,036	1.97
2008	6,336,135	3,407,903	2,928,232	1,080,000	600,377	1,680,377	1.74
2009	5,906,313	3,498,263	2,408,050	1,110,000	567,462	1,677,462	1.44
2010	6-month transition period to new fiscal year ended June 30th						
2011	5,467,785	3,294,530	2,173,255	1,195,000	451,323	1,646,323	1.32
2012	5,273,720	3,441,078	1,832,642	1,230,000	410,187	1,640,187	1.12
2013 (Est)	5,750,000	3,700,000	2,050,000	1,250,000	384,694	1,634,694	1.25

(a) "Gross Revenue" equals total operating revenues plus interest income.

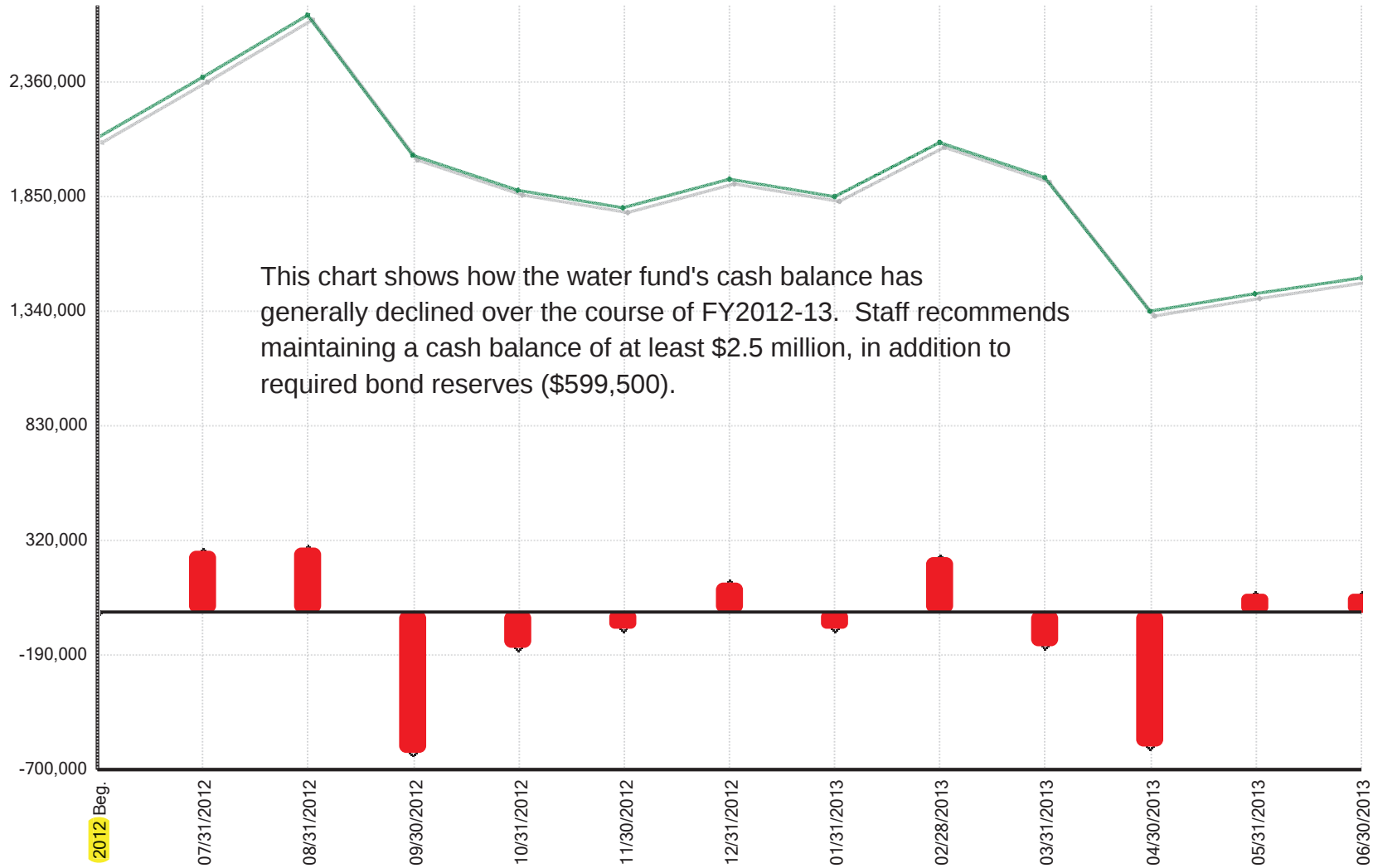
(b) "Direct Operating Expenses" equal total operating expenses less depreciation expense.

Note: "The City has covenanted and agreed to fix and maintain at all times while any of the bonds shall be outstanding, such rates for service furnished by the system as shall be sufficient to provide for payment of the necessary expense for operation, maintenance and administration of the System, to produce Net Revenues equal to not less than 110% of the principal of and interest on the Bonds..."

City of Muskegon - Falling Water Volumes



GL #:591-00000-1101



Balance Net Activity

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: June 14, 2013

RE: Wastewater Billing Settlement Agreement

SUMMARY OF REQUEST:

To approve a Settlement Agreement with the County of Muskegon regarding a wastewater billing dispute.

FINANCIAL IMPACT:

\$400,000 paid to the City.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the Settlement Agreement and authorize the Mayor and Clerk to sign it. Further, the Mayor and Clerk are hereby authorized to sign the Master Contract for the Muskegon County Wastewater System.

COMMITTEE RECOMMENDATION:

None.

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

The Agreement contained herein involves the Muskegon County Board of Public Works, whose address is 131 E. Apple Avenue, Muskegon, Michigan 49442, hereinafter referred to as "Board", the City of Muskegon, whose address is 933 Terrace Street, Muskegon, Michigan 49442, hereinafter referred to as "City", and the Muskegon Municipal Wastewater Management Committee, whose address is 698 North Maple Island Road, Muskegon, Michigan 49442, hereinafter referred to as "Committee", collectively referred to as the "Parties."

BACKGROUND

In 1970, the City along with several other municipalities formed a group, along with the County of Muskegon, in order to develop what is now known as the Muskegon Wastewater Management System ("System"). The purpose of the System was to provide waste treatment services for customers of the various Local Units, as defined in the Master Contract for the Muskegon County Wastewater System, based upon a rate charged by the System. For the majority of the Users the amount that they were charged was based upon the flow as measured through meters.

In the case of the City, however, there were no meters. Instead, the procedure used to charge the City for its flow was based on deducting all of the metered flow and then charging the City for the balance, whatever that might be. The City has long argued that this so-called subtractive method was biased against them in such a way as to create an overcharge to its citizens. This argument has been the product of a long running dispute.

The parties were contractually bound initially by an Access Rights Agreement, subsequently a Service Agreement, and then an Amended Service Agreement. The parties sought to negotiate a new agreement commonly referred to as the Master Contract. The Master Contract has been negotiated, agreed upon and signed by all of the current Local Units, with the exception of the City. It is the goal of this agreement to both resolve this longstanding claim of the City without litigation or other formal dispute resolution process, and in doing so, obtain the City's execution of the Master Contract.

Therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the signing of this Settlement Agreement and Release of Claims between the City and the Board, with the approval of the Committee. This Agreement is made to bind the parties and those persons or entities identified in the opening paragraph of this Agreement, collectively referred to as the Parties.

I. Definitions

A. As used in this Agreement, "Local Units" includes not only the municipalities identified in the Master Contract, but any affiliated entities, subsidiaries, predecessors, successors, affiliates, assigns, trustees, and all other persons that may claim liability under this Agreement.

B. As used in this Agreement, Board includes the Muskegon County Board of Public Works and all members and entities to that Board, the Muskegon County Wastewater System, the Muskegon County Board of Commissioners, all employees, agents and assigns of the County of Muskegon.

C. As used in this Agreement, City includes all elected and appointed officials and wastewater customers of the City of Muskegon.

D. The terms "Committee" and "Local Unit" are defined in the Master Contract.

II. Settlement

The Parties mutually agree that promptly following the execution of the Master Contract by City, the Board must cause to be paid to City, the total amount of \$400,000.00 as full and final settlement of any and all claims of the City.

III. General Release

A. In consideration of the settlement payment and the other obligations of this Agreement, City releases and forever discharges the Board and Users and those entities identified in the opening paragraph of this Agreement, including, but not limited to the Board's subsidiaries, divisions, affiliates, directors, officers, employees, agents, insurers, guarantors, attorneys or other representatives of Board from all actual and potential claims, complaints, demands, causes of action, damages, costs, expenses, fees, and other liabilities of every sort and description, direct or indirect, fixed or contingent, known or unknown, suspected or unsuspected, and whether or not liquidated, including, without limitation, claims based on preexisting acts occurring at any time up to the date of this Agreement, which may result in future damages or injury (collectively, the "claims"), arising out of, caused by, or otherwise related in any way to:

1. The manner in which the City has been or is currently being billed for the wastewater treatment services provided by the Muskegon County Wastewater System during the period up to the date of this Settlement Agreement and Release of Claims;

B. The Parties agree that the settlement payment is given as compensation and full satisfaction for any and all claims, including but not limited to attorney fees, costs, and expenses that the City may be obligated to pay to its counsel relating to the manner in which the City was has been or is currently being billed for the wastewater services provided by the Muskegon County Wastewater System.

C. The City agrees to release The Board and Users not only from any and all claims as stated above that the City could make on its own behalf, but also from any and all claims that may be made or could be made by any other person or organization on City's behalf. City specifically waives any right to become and promises not to become, a member of any class in a case in which a claim against the Board or the Users is made involving any events occurring up to and including the date of this Agreement, except where such waiver is specifically prohibited

by law. In addition, with respect to claims released in this agreement, City waives all rights to voluntarily assist any individual or entity in commencing or prosecuting or to otherwise voluntarily participate in fact finding, (including, but not limited to, providing testimony, advice or counsel) or cooperate in any action or proceeding against the Board or Users, including, but not limited to, administrative, agency claims, charges, complaints, or lawsuits, except as such waiver is specifically prohibited by law. If applicable, City must request in writing that any agency or court that has assumed jurisdiction of an action, claim, complaint, or charge against the Board or the Users on behalf of City, to withdraw and/or dismiss with prejudice the suit, action, claim, charge, or complaint and must take, or cause to be taken, all available legal action to remove itself from any such proceeding brought, in whole or in part, on City's behalf.

IV. General Provisions

A. City represents and warrants that it has not and will not assign, convey, or otherwise transfer any interest in any claims or other liabilities or obligations that are the subject of this Agreement.

B. City acknowledges that it will not institute, maintain, assist in, or otherwise encourage any suit, action, administrative proceeding, or other proceedings at law, in equity, or otherwise, against Board or Users, on account of claims released in this Agreement. However, nothing in this Agreement will prevent City from complying with any court subpoena or order.

C. If this Agreement is breached, the breaching party will indemnify and hold the other harmless from any resulting claims, including attorney fees and costs.

D. Board and Users do not concede or admit that, with respect to City, it has violated any law, statute, ordinance, or contract and/or has failed in any duty or obligation whatsoever and/or has committed any tort or engaged in any kind of wrongful conduct. Indeed, Board and Users specifically deny that they have engaged in any such conduct. Board and Users enter into this Agreement solely in the interest of avoiding additional costs that would result from further litigation, and City acknowledges that the consideration described in this Agreement is adequate and sufficient and represents a full and complete settlement of any claims and/or rights.

E. City acknowledges that it has retained counsel of its own choosing concerning the claims released in this Agreement; that City has read and fully understands the terms of this Agreement and/or has had it reviewed and approved by City's counsel of choice, with adequate opportunity and time for such review; that this Agreement has been the result of substantial negotiations; and that City is fully aware of its contents and of its legal effect. Accordingly, this Agreement will not be construed against any party on the grounds that such party drafted this Agreement. Instead, this Agreement will be interpreted as though drafted equally by all parties. City enters into this Agreement freely and voluntarily and with a full understanding of its terms. City acknowledges that, except as expressly set forth in this Agreement, no representations of any kind or character have been made to it by Board of Users to induce City's execution of this document. City further states that the only representations made to it its consent to this Agreement are stated in this Agreement and that City is signing this Agreement voluntarily and without coercion, intimidation, or threat of retaliation.

F. This Agreement embodies the entire understanding of the parties and all of the terms and conditions with respect to the matters discussed in this Agreement; it supersedes and annuls any and all other or former agreements, contracts, promises, or representations, whether written or oral, expressed or implied, made by, for, or on behalf of Board and Users; and it may not be altered, superseded, or otherwise modified except in writing signed by the party to be charged. All executed copies of this Agreement are duplicate originals, equally admissible as evidence.

G. Failure by any party to enforce any of the remedies provided to it in this Agreement will not be deemed a waiver of those rights.

H. The party representatives executing this Agreement warrant that they are the duly authorized representatives of the respective entities designated below and are fully empowered to execute this Agreement on behalf of the respective parties.

I. This Agreement must be construed in accordance with the laws of the State of Michigan. If any provision of this Agreement is for any reason held to be invalid or unenforceable, the provision will not affect any other provision of this Agreement, but this Agreement will be construed as if the invalid and/or unenforceable provision had never been contained in the Agreement.

J. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement and Release of Claims.

K. Time is of the essence in this Agreement.

L. No party may seek to rescind this Agreement, whether for mistakes, fraud, change of circumstance or the like, unless that party has first tendered back to all other parties all consideration received from those parties.

V. Date

The effective date of this Agreement will be the date on which the last party signs this Agreement. The parties agree that this Agreement may be executed in counterparts, each of which will be deemed to constitute an executed original, even though not all signatures may appear on the same counterpart.

THIS IS A RELEASE. READ BEFORE SIGNING.

MUSKEGON COUNTY BOARD OF
PUBLIC WORKS

Dated: _____, 2013

By: _____
Terry Sabo, Chairman

CITY OF MUSKEGON

Dated: _____, 2013

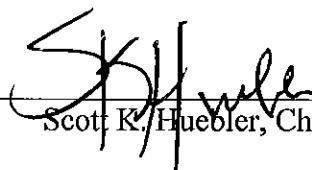
By: _____
Stephen J. Gawron, Mayor

Dated: _____, 2013

By: _____
Ann Marie Cummings, Clerk

MUNICIPAL USERS GROUP

Dated: JUNE 13, 2013

By:  _____
Scott K. Huebler, Chairman

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: June 14, 2013

RE: Farmers Market / Bike Time

SUMMARY OF REQUEST:

To continue to support the Bike Time event and approve proposed uses of City facilities during Bike Time in 2014, as they specifically relate to the Farmers Market:

1. Close Western Avenue from Eighth Street to Terrace Street (except to motorcycles) for use as Bike Time's "Steel Horse Alley";
2. Lease the stalls in the south building to Bike Time from Thursday through Sunday (only charge for Thursday and Saturday), including the parking spaces between the building and Western Avenue.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the request.

COMMITTEE RECOMMENDATION:

The mayor appointed an internal committee comprised of commissioners and staff, and the committee supports the request.

Site Plan

Muskegon Farmers Market

*Paradigm
design*

