

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 28, 2009

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. Contractual Agreement – Michigan Department of State. PUBLIC SAFETY
 - C. Request to hold a Catamaran Sailing Event, and Camp Overnight at Pere Marquette. LEISURE SERVICES
 - D. Request to Fly the Norwegian Flag. CITY CLERK
 - E. Request to Purchase Uniform Pants. PUBLIC SAFETY
 - F. Participation Agreement – Project IGNITE. PUBLIC SAFETY
 - G. Selection of Additional Siding Contractor. COMMUNITY & NEIGHBORHOOD SERVICES
 - H. Purchase of 1387 7th, 71 E. Grand, 402 Southern, 1464 6th, and 982 Amity. COMMUNITY & NEIGHBORHOOD SERVICES
 - I. Resolution Approving DELEG Grant Application. PLANNING & ECONOMIC DEVELOPMENT
 - J. Consideration of Bids for H-1652 Home Street, Apple to just north of Creek. ENGINEERING
 - K. Consideration of Bids for H-1647 Jefferson Street, Fourth to Strong. ENGINEERING

L. Consideration of Bids for Sixth Street, Mason to Strong S-643.
ENGINEERING

❑ PUBLIC HEARINGS:

❑ COMMUNICATIONS:

❑ CITY MANAGER'S REPORT:

❑ UNFINISHED BUSINESS:

A. Concurrence with the Housing Board of Appeals Notice and Order to Demolish 1850 Park. PUBLIC SAFETY

❑ NEW BUSINESS:

A. Collective Bargaining Agreement with Service Employees International Union (SEIU) Local 517M (Clerical Union) for Years 2009 – 2011. CITY MANAGER

B. Gypsy Moth Spraying. ENGINEERING

C. Downtown Development Authority On-Premise Liquor License for Pi-Bar, LLC. PLANNING & ECONOMIC DEVELOPMENT

❑ 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: April 28, 2009
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes for the April 13th Commission Worksession, and the April 14th Regular Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
April 13, 2009
City Commission Chambers
5:30 PM

MINUTES

2009-31

Present: Commissioners Warmington, Wierengo, Shepherd, Wisneski, Gawron, Carter (arrived 5:38 p.m.), and Spataro.

Absent: None.

2008 Audit Review

Tim Paul, Finance Director, introduced the auditors Eric VanDop and Tim Arter from the firm of Brickley Delong. Mr. VanDop presented the 2008 audit. The Finance Department was commended for its handling of city finances.

Wastewater Metering

A new metering device was placed at the C Station to try and get an accurate reading of usage. Several staff members have been working on the project over the last several months to determine if the city is being billed accurately.

Bob Kuhn, DPW Director, gave a brief explanation how the system works.

Dave Kendrick, from Muskegon County Wastewater System, stated that the city has the most complex system to meter. By using the temporary meters, they are trying to get a better read of the actual flow. With the new meter at the C Station, it is the first time that actual reads have been obtained for the best read.

The C Station meter will be used along with the other meters for future billings. Currently it does appear that the city will benefit from the readings and the bill may be reduced in the future. Mr. Kendrick believes the data can be used for the April billing. Tim Paul stated there is around a \$300,000 billing discrepancy each year in the city's favor.

Approximately 95% of the flow of the city goes through the C Station.

First Quarter Budget Reforecast

Tim Paul, Finance Director, presented the first quarter budget reforecast. The loss of jobs has created a large negative impact on city income tax revenues. The drop in revenue is larger than ever anticipated. The state shared revenue is \$100 million short each month. It is expected that the city's portion of revenue will decrease.

A \$500,000 budget stabilization transfer is being recommended at this time.

Bryon Mazade, City Manager, stated that the 2010 economic climate is anticipated to be worse than 2009.

Motion by Commissioner Spataro seconded by Commissioner Carter, to approve the first quarter budget reforecast of 2009 and will be put in place April 30^h -May 1st as presented.

ROLL CALL VOTE:

**Ayes: Wierengo, Wisneski, Carter, Gawron, Shepherd, Spataro, and Warmington.
Nays: None.**

MOTION PASSES.

Resolution of Support to Designate US 31 as a Heritage Route

Motion by Commissioner Wisneski, seconded by Commissioner Carter, to adopt a resolution of support to designate US 31 as a Heritage Route.

MOTION PASSES.

Charter Amendments

- a. Change Fiscal Year
- b. Change Winter to Summer Tax Collection
- c. Modify or Eliminate City Civil Service System
- d. Reduce Duration of Board of Review
- e. Charter Parks
- f. Elimination of a Primary Election in odd years

The City Manager will provide the City Commission additional information regarding charter parks and a system that could replace the current Civil Service system. Administration will have language drafted for possible placement on the ballot.

COPS Grant

This item was removed from discussion.

Request to Host National league of Cities

Moved by Commissioner Carter, seconded by Commissioner Spataro, to approve the request to host the National League of Cities in September 2009 contingent upon outside funding sources be secured.

ROLL CALL VOTE:

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

MOTION PASSES.

Commissioner Carter left at 8:00 p.m.

Any Other Business.

150th Anniversary of Muskegon County

Moved by Commissioner Wierengo, seconded by Commissioner Spataro, to approve the purchase of ½ page ad in the Muskegon Chronicle celebrating Muskegon County's 150th Anniversary.

Ayes: Gawron, Spataro, and Wierengo.
Nays: Shepherd, Warmington, and Wisneski.

MOTION DEFEATED.

Public participation was accepted.

Adjournment

Motion by Vice Mayor Gawron, seconded by Commissioner Shepherd, to adjourn at 8:15 p.m.

MOTION PASSES

**Ann Marie Becker, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 14, 2009

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, April 14, 2009.

Mayor Warmington opened the meeting with a prayer from Vice Mayor Gawron 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 Lawrence Spataro, Sue Wierengo, Steve Wisneski, Chris Carter, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Becker. Commissioner Clara Shepherd arrived at 5:35 p.m.

2009-32 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, March 24th.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. City – MDOT Agreement for the Reconstruction of Getty Street from Marquette Avenue to Access Highway. ENGINEERING

SUMMARY OF REQUEST: To approve the contract with MDOT for the resurfacing of Getty Street from Marquette Avenue to Access Highway and to approve the resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: MDOT's participation is limited to the federal funds of \$209,500. The estimated total construction cost is \$227,800.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approve the contract and resolution and authorize the Mayor and Clerk to sign both.

C. City – MDOT Agreement for the Reconstruction of Harvey Street from Oak to Marquette. ENGINEERING

SUMMARY OF REQUEST: To approve the contract with MDOT for the reconstruction of Harvey Street between Oak and Marquette and to approve the resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: MDOT's participation is limited to the federal funds of \$200,000. The estimated total construction cost is \$331,000.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approve the contract and resolution and authorize the Mayor and Clerk to sign both.

E. Intake Crib Inspection. WATER FILTRATION

SUMMARY OF REQUEST: To authorize staff to enter into a contract with Solomon Diving, Incorporated, to perform the intake crib inspection project.

FINANCIAL IMPACT: The bid cost is \$12,225 and is included in this year's budget.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends the Mayor and City Commission authorize staff to enter into a contract with Solomon Diving, Incorporated, the lowest responsible bidder, to perform the Intake Crib Inspection project at a cost of \$12, 225.

F. Annual Sodium Hypochlorite Purchase. WATER FILTRATION

SUMMARY OF REQUEST: Authorize staff to endorse the lowest responsible bidder and enter into the necessary agreement for Rowell Chemical to supply the needed sodium hypochlorite to the Water Filtration Plant.

FINANCIAL IMPACT: The cost of the sodium hypochlorite is \$140.40 per ton.

BUDGET ACTION REQUIRED: None, this item is a planned budget purchase.

STAFF RECOMMENDATION: Authorize staff to endorse the bid of \$140.40 per ton from Rowell Chemical to supply sodium hypochlorite for the Water Filtration Plant.

G. 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, 2009, at the Muskegon Country Club, 2801 Lakeshore Drive. Fire Marshall Metcalf will inspect the fireworks on the day of the event. The insurance coverage has been approved.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

H. Recommendations for the Various Boards and Committees.
COMMUNITY RELATIONS COMMITTEE

SUMMARY OF REQUEST: Concur with the Community Relations Committee decision to appoint to the Citizen's Police Review Board Charlotte Bradshaw (Citizen at Large) and Carlos Flores (Minority Based Organization).

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: The Community Relations Committee recommended approval at their April 6th meeting.

I. Multiple Special Events with Alcohol. LEISURE SERVICES

SUMMARY OF REQUEST: To approve the requests for the listed organizations who are requesting a temporary liquor license or an extension of their liquor license.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: The Leisure Services Board has approved the requests.

J. Transmittal of 2008 Comprehensive Annual Financial Report. FINANCE

SUMMARY OF REQUEST: The City's 2008 *Comprehensive Annual Financial Report* (CAFR) has been distributed to City Commissioners and made available for public review. At this time, the CAFR is being formally transmitted to the Commission in accordance with state law. The 2008 CAFR also includes the "single-audit" of federal grant programs.

FINANCIAL IMPACT: The CAFR report summarizes the City's financial activities for 2008 and includes the independent auditor's unqualified opinion on the City's financial statements.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Acceptance of the 2008 CAFR.

Motion by Commissioner Carter, second by Commissioner Wierengo to approve the Consent Agenda as read minus item D.

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

Nays: None

MOTION PASSES

2009-33 ITEM REMOVED FROM THE CONSENT AGENDA:

D. City – MDOT Agreement for the Traffic Signal Upgrading Work.
ENGINEERING

SUMMARY OF REQUEST: To approve the contract with MDOT for the traffic signal upgrading work and to approve the resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: MDOT's participation is limited to the federal funds of \$247,700. The estimated total construction cost is \$247,700.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approve the contract and resolution and authorize the Mayor and Clerk to sign both.

Motion by Commissioner Wisneski, second by Commissioner Carter to approve the MDOT Agreement for the traffic signal upgrading work.

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

Nays: None

MOTION PASSES

2009-34 PUBLIC HEARINGS:

A. Parks and Recreation Master Plan. PLANNING & ECONOMIC
DEVELOPMENT

SUMMARY OF REQUEST: To adopt the updated Parks and Recreation Master Plan.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and to authorize both the Mayor and the Clerk to sign said resolution and the checklist for the State.

COMMITTEE RECOMMENDATION: The Leisure Services Board held the public hearing at their regular meeting of March 16, 2009. The Leisure Services Board recommended approval at their special meeting of March 30, 2009, with additional changes.

The Public Hearing opened to hear and consider any comments from the public. No comments were made.

Motion by Commissioner Spataro, second by Commissioner Wierengo to close the Public Hearing and adopt the Muskegon Parks and Recreation Master Plan.

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

Nays: None

MOTION PASSES

2009-35 NEW BUSINESS:

- A. Sale of Madison Street Fire Station, 1774 Madison. PLANNING & ECONOMIC DEVELOPMENT **ITEM REMOVED PER REQUEST OF STAFF**
- B. Sale of Parking Lot to 297 Clay Condominium Owners Association, Inc. CITY MANAGER

SUMMARY OF REQUEST: To approve a sale of an existing parking lot adjacent to 297 Clay to 297 Clay Condominium Owners Association, Inc. for \$20,000 under a land contract. The property is currently leased for parking purposes for 297 Clay.

FINANCIAL IMPACT: Sale of property for \$20,000 under a land contract plus back taxes and past due rent.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the sale and authorize the Mayor and Clerk to sign all documents necessary for this transaction.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the sale of the parking lot to 297 Clay Condominium Owners Association, Inc.

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

Nays: None

MOTION PASSES

- C. Collective Bargaining Agreement with Service Employees International Union (SEIU) Local 517M, Unit 2, for Years 2009 – 2011. CITY MANAGER

SUMMARY OF REQUEST: To approve the tentative agreements with SEIU Local 517M, Unit 2, for years 2009-2011.

FINANCIAL IMPACT: Information provided separately.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the tentative agreements and authorize the Mayor and Clark to execute the agreement.

Motion by Vice Mayor Gawron, second by Commissioner Shepherd to approve the Collective Bargaining Agreement with Service Employees International Union (SEIU) Local 517M, Unit 2, for the years 2009-2011.

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

Nays: None

MOTION PASSES

- D. Community Action Trailer. CITY CLERK

SUMMARY OF REQUEST: The Community Promotion Committee has located sponsors and is requesting to place the removable banner on the trailer promoting the trailer as a community cleanup trailer. It is hoped that the advertisement will bring forth more organizations willing to donate their time to provide lawn care services in various locations at no cost. Areas may include places such as Seaway Drive, downtown, neighborhood associations, etc.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: The Director and Assistant Director of Public Works met with the Community Promotion Committee of the Muskegon Chamber last summer regarding the project and the City Clerk serves on the committee. All recommended approval.

Motion by Commissioner Carter, second by Commissioner Spataro to approve the work to be done to the Community Action Trailer.

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

Nays: None

MOTION PASSES

2009-36 ANY OTHER BUSINESS: Commissioner Spataro asked to reconsider the motion from last night to authorize the expenditure of \$800 for an ad in the upcoming Sesquicentennial Magazine in the Chronicle.

Motion by Commissioner Spataro, second by Vice Mayor Gawron that the City purchase a half-page ad in the Muskegon Chronicle commemorating the 150 year Sesquicentennial of Muskegon County.

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

Nays: Shepherd and Wisneski

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 5:59 p.m.

Respectfully submitted,

Ann Marie Becker, MMC
City Clerk

City Commission Meeting
Tuesday April 28, 2009

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker, Director of Public Safety

DATE: January 3, 2007

SUBJECT: Contractual Agreement-Michigan Department of State

Summary of Request:

The Director of Public Safety is requesting approval to enter into an agreement with the Michigan Department of State whereby the Department of State will allow us to access vehicle files and in turn, provide this information to Complus Data Innovations, the city's parking ticket vendor. This information will then be used by Complus to produce invoices for unpaid parking violations.

Financial Impact:

None

Budget Action Required:

None

Staff Recommendation:

Approval of the agreement.



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

April 6, 2009

Anthony Kleibecker
City of Muskegon Police Department
980 Jefferson
Muskegon, MI 49443-0536

Dear Mr. Kleibecker:

The Department has reviewed and approved your request for the following data:

- | | |
|---|--|
| 1. File: | Vehicle Registration |
| 2. Selection Criteria: | Match list of plates submitted by customer |
| 3. Fields (Standard): | RECORD CODE, PLATE, OWNER TYPE, NAME, STREET, CITY, STATE, ZIP, YEAR, MAKE, BODY STYLE, VIN, DLN, CANCEL DATE, TITLE ISSUE DATE, LONG NAME |
| 4. Media: | Email |
| 5. Number of Records
(Pre-Set or Estimate) | 0 |
| 6. Data Rate/Min.Chrg. | \$0 |

In order to proceed, it is necessary that a completed and signed agreement (enclosed), which restricts the uses of data, be submitted to Michigan Department of State, Commercial Services Section, 7064 Crowner Drive, Lansing, MI 48918 *within 60 days*.

When completing the contract, you must complete Section I.2. Scope on page 1, check permissible uses on page 4 and complete the signature block for ORGANIZATION on page 6.

Upon return of the contract, it will be forwarded for signature by an MDOS representative. A copy of the fully-executed contract will be returned to you, and a notice will be sent to our IT Department authorizing them to match plates submitted by Complus on your behalf.

If you have any questions, please call 517. 322.3452.

Sincerely,

Arlene Fabry
Commercial Services Section
ListSales@Michigan.gov

Michigan Department of State
Contractual Agreement for Driver, Vehicle, and Related Information

Between the:

MICHIGAN DEPARTMENT of STATE
7064 Crowner Drive
Lansing, Michigan 48918

And: **City of Muskegon Police Department**
980 Jefferson
Muskegon, MI 49443-0536

I. PURPOSE AND SCOPE

1. **Purpose:** The purpose of this agreement is to document the terms and conditions under which the Michigan Department of State (the DEPARTMENT) will provide driver, vehicle, and related information maintained by the DEPARTMENT to the above-named organization or governmental agency (the ORGANIZATION).
2. **Scope:** The ORGANIZATION must list below the name and address of each subsidiary or affiliate (parent, sister, branch, division, department or local unit) with which it will be sharing this information. (Enter "NONE" below if information will not be shared with any other subsidiary or affiliate of the ORGANIZATION. Attach an additional page if necessary.)

The ORGANIZATION will notify the DEPARTMENT within 30 days of a new subsidiary or affiliate with which it will share information purchased under this agreement or of the termination of affiliation with a business entity with which the ORGANIZATION has discontinued sharing information purchased under this agreement.

3. **Programs:** The DEPARTMENT agrees to furnish the ORGANIZATION with information associated with the programs checked below. The DEPARTMENT reserves the right to insert control data into the information obtained under this agreement to identify any inappropriate use or release of the information.

The Michigan Department of State will complete this section.

If you are interested in programs in addition to the one(s) checked, please contact the Michigan Department of State Commercial Services Section.

PROGRAM	
☐	Direct Access
☐	Subscription Service
☐	Delayed Lookups
☒	List Sales/Bulk Information
☐	Driver/Personal ID
☐	Vehicle
☐	Lienholder
☐	Watercraft
☐	Snowmobile
☐	Mobile Home
☒	Plate Match
☐	Governmental Research
☐	Special Statutory Law
☐	Other _____

II. DISCLAIMER

The DEPARTMENT does not guarantee the timeliness of access to or delivery of information provided under this agreement due to the possibility of unforeseeable events, including the lack of resources or funding, an equipment or data transmission failure, a change in law or policy, acts of God, or other circumstances that may delay or preclude delivery of information.

The DEPARTMENT does not guarantee the accuracy of the information in its files and disclaims the accuracy of any information provided under this agreement.

III. TECHNOLOGY AND SECURITY OF DATA

The ORGANIZATION agrees to access the DEPARTMENT'S data only in a manner approved by the DEPARTMENT. The ORGANIZATION agrees to obtain, update, and maintain, at its expense, any hardware or software required to securely access or transfer information obtained under this agreement.

The ORGANIZATION agrees to implement the following security requirements when personal information (as defined in section 40b of the Michigan Vehicle Code, MCL 257.40b) is accessed, received, stored, used, or transferred under this agreement:

1. Use software and hardware that is technologically adequate to prevent and detect any unauthorized access or use of personal information obtained under this agreement.
2. Establish operational programs to prohibit and detect any unauthorized access or use of personal information obtained under this agreement.
3. Conduct an annual review of its data security policies and procedures and update them as necessary.
4. Notify the DEPARTMENT, in writing, immediately after the ORGANIZATION becomes aware of any known or alleged breach in the security of data provided under this agreement.
5. Establish a policy to notify any and all individuals affected by the unauthorized release or interception of personal information provided under this agreement.

IV. SUBCONTRACTING

The ORGANIZATION may subcontract the processing of information provided under this agreement. Before a subcontractor of the ORGANIZATION may access, receive, store, use, or transfer any information under this agreement, the ORGANIZATION must execute a written agreement with the subcontractor containing the subcontractor's agreement to comply with Section III (Technology and Security of Data) and Section XII (Driver Privacy Compliance) of this agreement. The ORGANIZATION agrees to provide a copy of its subcontractor agreement, at no cost, upon request of the DEPARTMENT. The DEPARTMENT promises confidentiality for any subcontractor agreement submitted by the ORGANIZATION upon the DEPARTMENT'S request.

V. FEES AND PAYMENTS

1. **Government agency:** When the cost to prepare and furnish the information (preparation fee) exceeds \$25.00, the ORGANIZATION agrees to reimburse the DEPARTMENT for the DEPARTMENT'S actual cost of preparing and furnishing the requested information.

To be completed by Michigan Department of State only

For this agreement, the DEPARTMENT agrees to waive all preparation fees.



Yes



No

2. **Commercial or non-profit customer:** A commercial or non-profit ORGANIZATION agrees to pay the DEPARTMENT the fee specified by the legislature or prescribed by the DEPARTMENT and allowed by law for information received under this agreement. Payments shall be made through an Electronic Fund Transfer (EFT) if requested in writing by the DEPARTMENT.

VI. SURETY BOND

1. **Government agency:** A surety bond is not required.
2. **Commercial or non-profit customer:** A commercial or non-profit ORGANIZATION agrees to furnish and maintain an Information Purchaser's Surety Bond in the amount of \$25,000. A surety bond company licensed to do business in Michigan shall execute the bond. The bond shall indemnify or reimburse the DEPARTMENT or any person whose personal information is accessed or obtained under this agreement for any damage caused by the use of that personal information in a manner contrary to this agreement or federal or Michigan law. The ORGANIZATION agrees to indemnify or reimburse the DEPARTMENT or any person whose personal information is accessed or obtained whether the improper use was made by the ORGANIZATION, by a subsidiary, affiliate agent, employee, or subcontractor of the ORGANIZATION, or by a person who acquired the information through the ORGANIZATION. The bond shall also indemnify or reimburse the DEPARTMENT for any payment due the DEPARTMENT for information obtained under this agreement.
3. **Subscription Service Only Customers:** The requirement for a surety bond is waived for customers who are only enrolled in the Subscription Service Program.

VII. TERM OF AGREEMENT

1. **Duration:** This agreement is in effect until it is canceled or terminated.
2. **Change of Name or Ownership:** In the event of a change of name or ownership of the ORGANIZATION, a new agreement is required. The ORGANIZATION will notify the DEPARTMENT immediately of a change of name or ownership, and the DEPARTMENT will forward a new agreement application. If this new agreement application has not been returned to the DEPARTMENT within 90 days from the time it was forwarded to the organization, the account may be suspended or terminated.
3. **Suspension:** The DEPARTMENT may suspend access to the DEPARTMENT'S records while investigating allegations of material breaches of this agreement.
4. **Cancellation:** The DEPARTMENT or the ORGANIZATION may cancel this agreement for any reason by giving the other party a 30-day written notice. Cancellation notices to the DEPARTMENT will be sent to: Michigan Department of State, Information Services Division, 7064 Crowner Drive, Lansing, Michigan 48918.
5. **Termination:** The DEPARTMENT may immediately terminate this agreement for cause by giving the ORGANIZATION a written notice. Cause for termination includes: failure to pay in accordance with the terms of the ORGANIZATION'S account with the DEPARTMENT; the use of data for marketing or solicitation or any other purpose not permitted by law; or a material breach of any agreement provision, including but not limited to the driver privacy compliance, security of data, or employee sanction provisions.

VIII. AMENDMENTS

The DEPARTMENT may amend this agreement, including but not limited to the fees described in Section V of this agreement, by providing the ORGANIZATION with a 30-day written notice.

IX. ASSIGNABILITY

The ORGANIZATION will not assign, license, or transfer any right, duty, or obligation under this agreement.

X. INDEMNIFICATION

1. **Government Agency:** Not applicable
2. **Commercial or non-profit customer:** The ORGANIZATION will indemnify and hold harmless the State of Michigan and the DEPARTMENT, and any of the State of Michigan's or the DEPARTMENT'S officers, agents, or employees, with respect to any claim asserted against them under federal or state privacy laws for information provided to the ORGANIZATION under this agreement.

XI. GOVERNING LAWS AND JURISDICTION

This agreement shall be construed in accordance with the laws of the State of Michigan. The ORGANIZATION agrees that any dispute that arises under this agreement that cannot be amicably resolved by the parties shall be submitted to a court of competent jurisdiction in the State of Michigan. The ORGANIZATION agrees to submit to the jurisdiction of that court.

XII. DRIVER PRIVACY COMPLIANCE

1. **This section only applies to the release of personal information (as defined in section 40b of the Michigan Vehicle Code, MCL 257.40b) maintained by the DEPARTMENT.**

Driver Privacy Compliance: By executing this agreement, the ORGANIZATION certifies that personal information obtained will be used in compliance with the federal Driver Privacy Protection Act of 1994, as amended (18 USC §2721-2725 *et seq.*) and related Michigan driver privacy protection laws (e.g., MCL 28.292, 257.208c, 257.232, 257.307, 257.310, 324.80130c, 324.80315c, 324.81114c, and 324.82156c).

2. **Permissible Use(s):** The DEPARTMENT provides the agreed upon personal information only for the permissible use(s), as declared by the ORGANIZATION below:

- ☐ a. For use by a federal, state, or local governmental agency, including a court or law enforcement agency, in carrying out the agency's functions, or by a private person or entity acting on behalf of a governmental agency in carrying out the agency's functions.
- ☐ b. For use in connection with matters of motor vehicle and driver safety or auto theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles; motor vehicle market research activities, including survey research; and the removal of non-owner records from the original records of motor vehicle manufacturers.
- ☐ c. For use in the normal course of business by a legitimate business, including the agents, employees, and contractors of the business, but only to verify the accuracy of personal information submitted by an individual to the business or its agents, employees, or contractors, and if the information as so submitted is no longer correct, to obtain the correct information, for the sole purpose of preventing fraud by pursuing legal remedies against, or recovering a debt against, the individual.
- ☐ d. For use in connection with a civil, criminal, administrative, or arbitration proceeding in a federal, state, or local court or governmental agency or before a self-regulatory body, including use for service of process, investigation in anticipation of litigation, and the execution of enforcement of judgments and orders, or pursuant to an order of a federal, state or local court, an administrative agency, or a self-regulatory body.
- ☐ e. For use in legitimate research activities and in preparing statistical reports for commercial, scholarly, or academic purposes by a bona fide research organization, if the personal information is not published, re-disclosed, or used to contact individuals.
- ☐ f. For use by an insurer or insurance support organizations, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigating activity, antifraud activity, rating, or underwriting.
- ☐ g. For use in providing notice to the owner of an abandoned, towed, or impounded vehicle.
- ☐ h. For use either by a private detective or private investigator licensed under the Private Detective License Act of 1965, as amended (1965 PA 285; MCL 338.821 to 338.851), or by a private security guard agency or alarm system contractor licensed under the Private Security Guard Act of 1968, as amended (1968 PA 330; MCL 338.1051 to 338.1085), only for another permissible purpose listed here.

List the letter for other permissible use(s):

List occupational license number:

- ☐ i. For use by an employer, or the employer's agent or insurer, to obtain or verify information relating either to the holder of a commercial driver's license that is required under federal law or to the holder of a chauffeur's license that is required under Chapter 3 of the Michigan Vehicle Code.
- ☐ j. For use by a car rental business, or its employees, agents, contractors, or service firms, for the purpose of making rental decisions.
- ☐ k. For use in connection with the operation of private toll transportation facilities.
- ☐ l. For use by a news medium in the preparation and dissemination of a report related in part or in whole to the operation of a motor vehicle or public safety.

3. Restrictions:

a. Sale or Release of Personal Information to a Third Party:

1. A non-governmental ORGANIZATION may sell or furnish personal information obtained under this agreement to third parties, subject to the limitations stated in this agreement, and only for permissible use(s). The ORGANIZATION agrees to obtain a written certification from a third party as to the permissible use(s) for which the third party seeks personal information.
 2. If any ORGANIZATION furnishes personal information obtained under this agreement to a third party, the ORGANIZATION will maintain a record to identify each person or entity that obtained the personal information from the ORGANIZATION and the legally permissible use(s) for which it was obtained. These records shall be retained for a period of not less than five years following the transfer of information to the third party.
- b.** The ORGANIZATION will adopt and implement a privacy policy and a personnel policy concerning the unauthorized release of information. The ORGANIZATION'S personnel policy will, at a minimum, establish that personal information shall not be disclosed to anyone unless the recipient is legally entitled to receive the information, and that employees may not access or release information contained in the records and files of the DEPARTMENT, except in connection with their duties and only to authorized third parties in accordance with work area procedures. Further, if an employee is approached to provide information inappropriately, the employee must refuse to release the requested information and immediately advise supervision. A violation of this policy shall be cause for disciplinary action up to and including dismissal. In addition, the employee may be subject to criminal charges that may result in a felony conviction. Upon the DEPARTMENT'S request, the ORGANIZATION also agrees to furnish to the DEPARTMENT a copy of its privacy policy and its personnel policy on the unauthorized release of information, at no cost to the DEPARTMENT. The DEPARTMENT promises confidentiality of the ORGANIZATION'S privacy and personnel policies submitted in accordance with this section. The ORGANIZATION further agrees to require any subcontractor, subsidiary or affiliate, if any, to adopt similar policies.
- c. Government organizations** agree that information received under this agreement will be used only to carry out the agency's functions. The agency agrees not to access or provide any information received under this agreement for a purpose unrelated to the agency's official business.
- d. Commercial and non-profit organizations** agree that, except as otherwise provided in this agreement, no person outside the direct employ of the ORGANIZATION shall have access to information provided under this agreement for any reason other than the ORGANIZATION'S intended and legitimate use as declared under the Permissible Uses section [XII. 2.] of this agreement.

4. Inspections and Audits:

- a. The ORGANIZATION will permit the DEPARTMENT, or a representative or agent of the DEPARTMENT, to inspect and copy any record maintained by the ORGANIZATION under this agreement. The ORGANIZATION shall bear the expense of one inspection by the DEPARTMENT, or a representative or agent of the DEPARTMENT, during the term of this agreement, or anytime an inappropriate use is known or alleged.
- b. Upon the DEPARTMENT'S request, the ORGANIZATION will provide to the DEPARTMENT an audit report, prepared by an independent audit firm. This audit shall evaluate the ORGANIZATION'S compliance with Section III (Technology and Security of Data) and Section XII (Driver Privacy Compliance) of this agreement. Any deficiencies detected in the audit must be immediately reported to the DEPARTMENT, along with a corrective action plan. The DEPARTMENT must approve a corrective action plan before it is implemented.

5. **Penalties for Misuse:** Under Michigan law, a person who makes a false representation or a false certification to obtain personal information or who uses personal information for a purpose other than a permissible purpose identified in law is guilty of a felony, which may be punishable by imprisonment for up to 5 years and/or a fine of up to \$5,000. Subsequent convictions may result in imprisonment for up to 15 years and/or a fine of up to \$15,000.

XIII. SIGNATORY AUTHORITY

The persons signing this agreement certify that they are authorized to do so and to bind their respective principals to this agreement.

This agreement takes effect on the date the DEPARTMENT'S representative signs it.

DEPARTMENT OF STATE Representative

Victoria Dittmer, Director
Department of State Information Center

Name (Printed) and Title

Date

ORGANIZATION Representative Signature

Name (Printed) and Title

Date

Date: April 22, 2009
To: Honorable Mayor and City Commissioners
From: Lowell Kirksey, Recreation Supervisor
RE: Special Events-Catamaran Racing Association
Request to hold a Catamaran sailing event, and
camp over night at Pere Marquette

SUMMARY OF REQUEST: Approval of resolution permitting overnight camping for the Catamaran Racing Association of Michigan August 1, 2009 at Pere Marquette Park.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the attached resolution allowing for overnight camping at Pere Marquette for this event August 1st and 2nd 2009.

COMMITTEE RECOMMENDATION: This event was approved by the City Commission at their April 14, 2009 meeting.

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. _____

**A RESOLUTION APPROVING OVERNIGHT
CAMPING FOR THE CATAMARAN RACING
ASSOCIATION OF MICHIGAN**

The City Commission of the City of Muskegon hereby RESOLVES:

Recitals

1. The Catamaran Racing Association of Michigan is planning a sailing event for August 1st - 2nd, 2009; and
2. Whereas, they are requesting overnight camping at Pere Marquette Park. The event will be held in the city parking lot leased to Captain Jacks Restaurant; and
3. Whereas, there is support for the event from Captain Jacks Restaurant and representatives from the one other event taking place at Pere Marquette that weekend.

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

The City Commission agrees to allow overnight camping at Pere Marquette Park for the purpose of hosting members of the Catamaran Racing Association of Michigan on the night of August 1, 2009.

Adopted this ____ day of _____, 2009.

AYES: _____

NAYES: _____

ABSENT: _____

By: _____
Stephen J. Warmington
Its Mayor

By: _____
Ann Marie Becker, MMC
Its Clerk

Date: April 28, 2009
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Request to Fly the Norwegian Flag

SUMMARY OF REQUEST: The Sons of Norway is requesting permission to fly the Norwegian Flag at City Hall on Friday, May 15th to Monday, May 18th to celebrate Norway's Constitution Day.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.



Sons of Norway

Sognefjord Lodge No. 523



420 Harvey Street, Muskegon, Michigan 49442, (231) 777-1451

Muskegon City Council

I am requesting permission to have the Norwegian flag flown at city hall on Sunday, May 17. May 17 (Syttende Mai) is Norway's Constitution Day (independence day). The Sons of Norway will provide the flag on Friday, May 15. If it is more convenient for your employees, the flag may be flown all weekend. Again, the Sons of Norway Lodge will supply the flag.

If there are any questions you can contact me at 744-9101. If for some reason you cannot reach me, please contact Gordon Gutowski, our Vice President at 798-4888 or Jane Gates our Treasurer at 726-6739. Thank you very much.

Merle Hanson,
Sognefjord Lodge President.

CITY COMMISSION MEETING
Tuesday, April 28, 2009

TO: Honorable Mayor and City Commissioners

FROM: Tony Kleibecker
Director of Public Safety

DATE: April 20, 2009

SUBJECT: Request to Purchase Uniform Pants

SUMMARY OF REQUEST:

The Director of Public Safety is requesting permission to purchase a different style of uniform pant from our supplier, Nye Uniform of Grand Rapids. The current pant (French Blue-Navy Blue stripe) has a list price of \$89.50 per pair. The new pant Navy Blue-no stripe) has a list price of \$44.50 per pair.

Nye Uniform has agreed to a one-time bulk price of \$39.99 to switch to the new pant. Total cost for the switch (300 pair) is \$11,997.

On average we replace 120 pair of pants per year. That replacement cost, with our current pant, equates to \$10,740. Thus, the money is available in the current budget to make the switch and will result in long-term savings.

FINANCIAL IMPACT:

Estimated \$1,200 in additional costs for pants this budget year.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATIONS:

Approval of the purchase.

City Commission Meeting
Tuesday April 28, 2009

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker, Director of Public Safety

DATE: April 21, 2009

SUBJECT: Participation Agreement-Project IGNITE

Summary of Request:

The Director of Public Safety is requesting approval to enter into an agreement to participate in Project IGNITE. Project IGNITE is a law enforcement sensitive information sharing project funded with Homeland Security grant funds. The project encompasses 13 counties that form the Michigan Homeland Security Region 6 and select cities within those counties.

Project IGNITE offers user agencies access to various records management systems throughout Region 6 for the purpose of preventing and/or solving crime and reducing the threat of domestic terrorism.

Financial Impact:

None

Budget Action Required:

None

Staff Recommendation:

Approval of the agreement.

MICHIGAN HOMELAND SECURITY REGION 6 PROJECT IGNITE LAW ENFORCEMENT INFORMATION SHARING AGENCY PARTICIPATION AGREEMENT

Purpose

The purpose of this agreement is to identify the authorized uses and users of the Project IGNITE information sharing systems and to outline the responsibilities of the project users.

Scope

Project IGNITE is a law enforcement sensitive information sharing project funded with Homeland Security grant funds. The project encompasses the 13 Counties that form the Michigan Homeland Security Region 6 and select cities within those counties. The grant period for this project is 2007 through 2009.

Authorized Users

Authorized users of Project IGNITE include; MCOLES certified police officers, tribal police officers, civilian crime analysts approved by agency heads, correction officers assigned as classification officers, and information technology staff assigned to support the systems.

Authorized Use of Information

Project Ignite offers user agencies access to various records management systems throughout Region Six for the purpose of preventing and/or solving crime and reducing the threat of domestic and international terrorism. User agencies understand that the information provided through Project Ignite represents raw intelligence data and as such must be independently verified by the end user to assure accuracy.

Information made available through Project Ignite is deemed law enforcement sensitive, unless otherwise indicated by the submitting agency, and must be treated as such.

User agencies agree that they have an obligation and responsibility to monitor the use of the System by personnel under their control. Unauthorized use of the System may result in the officer and/or the agency being "locked out" of the System.

Unauthorized Use

Information contained in the System is only to be used for legitimate criminal justice activity. Unauthorized use may be defined as using information obtained through Project Ignite for personal gain/profit or to further a criminal act/enterprise, access to or use of the System by unauthorized persons, or other use of the System not consistent with legitimate law enforcement use of information systems.

AGENCY INFORMATION

Name: _____ Telephone: _____
Street Address: _____ City: _____ Zip Code: _____ County: _____

LAW ENFORCEMENT AGENCY CHIEF EXECUTIVE

Name: _____ Title: _____
Phone Number: _____ FAX Number: _____ Email: _____

AGENCY PROJECT CONTACT

Name: _____ Title: _____
Phone Number: _____ FAX Number: _____ Email: _____

AGENCY INFORMATION TECHNOLOGY CONTACT

Name: _____ Title: _____
Address: _____ City: _____ Zip Code: _____
(If different from above)
Phone Number: _____ FAX Number: _____ Email: _____

OTHER AGENCY PERSONNEL ASSIGNED (If Needed)

Name: _____ Title: _____
Phone Number: _____ FAX Number: _____ Email: _____
Name: _____ Title: _____
Phone Number: _____ FAX Number: _____ Email: _____

The _____ (insert name of agency) will participate in Project IGNITE, a Region 6 law enforcement information sharing initiative funded by Homeland Security grant funds and agrees to provide the needed personnel and resources outlined in the project guidelines and the Regional 6 Information Sharing MOU for the period of the project performance period.

Authorized by: _____ Date: _____
Signature of Agency Chief Executive

Commission Meeting Date: April 28, 2009

Date: April 21, 2009

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

RE: Selection of Additional Siding Contractor

SUMMARY OF REQUEST: Community and Neighborhood Services department request to add Lewis Johnson Construction of 16076 Bonita Court Grand Haven, Mi. as one of the City's contractors for vinyl siding installers.

Lewis Johnson Construction will be installing vinyl siding on CDBG approved applicants homes for the price of \$65.00 (sixty-five dollars) per building square. If the Commission's approves to add Johnson Construction, the total number of contractors working on the City's vinyl siding program will be two during the 2008-2009 fiscal year

FINANCIAL IMPACT: Funding will be disbursed from the 2008-2009 CDBG siding program

BUDGET ACTION REQUIRED: None at this time

STAFF RECOMMENDATION: To approve the request

COMMITTEE RECOMMENDATION: Both the Commission and the CDC agreed on the current vinyl siding budget.

Commission Meeting Date: April 28, 2009

Date: April 21, 2009
To: Honorable Mayor & City Commission
From: Community and Neighborhood Services
Department
RE: Purchase of 1387 7th, 71 E. Grand, 402 Southern,
1464 6th and 982 Amity

SUMMARY OF REQUEST: To approve the purchase of the properties located at 1387 7th, 71 E. Grand, 402 Southern, 1464 6th and 982 Amity. The purchase price for the properties is the following 1387 7th \$17,500, 71 E. Grand \$4,950, 402 Southern \$4,500, 1464 6th \$7,500 and 982 Amity \$14,400

All of the acquisition properties will be part of the City's Neighborhood Stabilization program which will consist of three components which include demolition, total rehabilitation and new construction.

FINANCIAL IMPACT: Funding for purchases will come from the City's \$1,400,000 dollar Neighborhood Stabilization Grant from the U.S. Department of Housing and Urban Development and being administered through the Michigan State Housing Development Authority

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request.

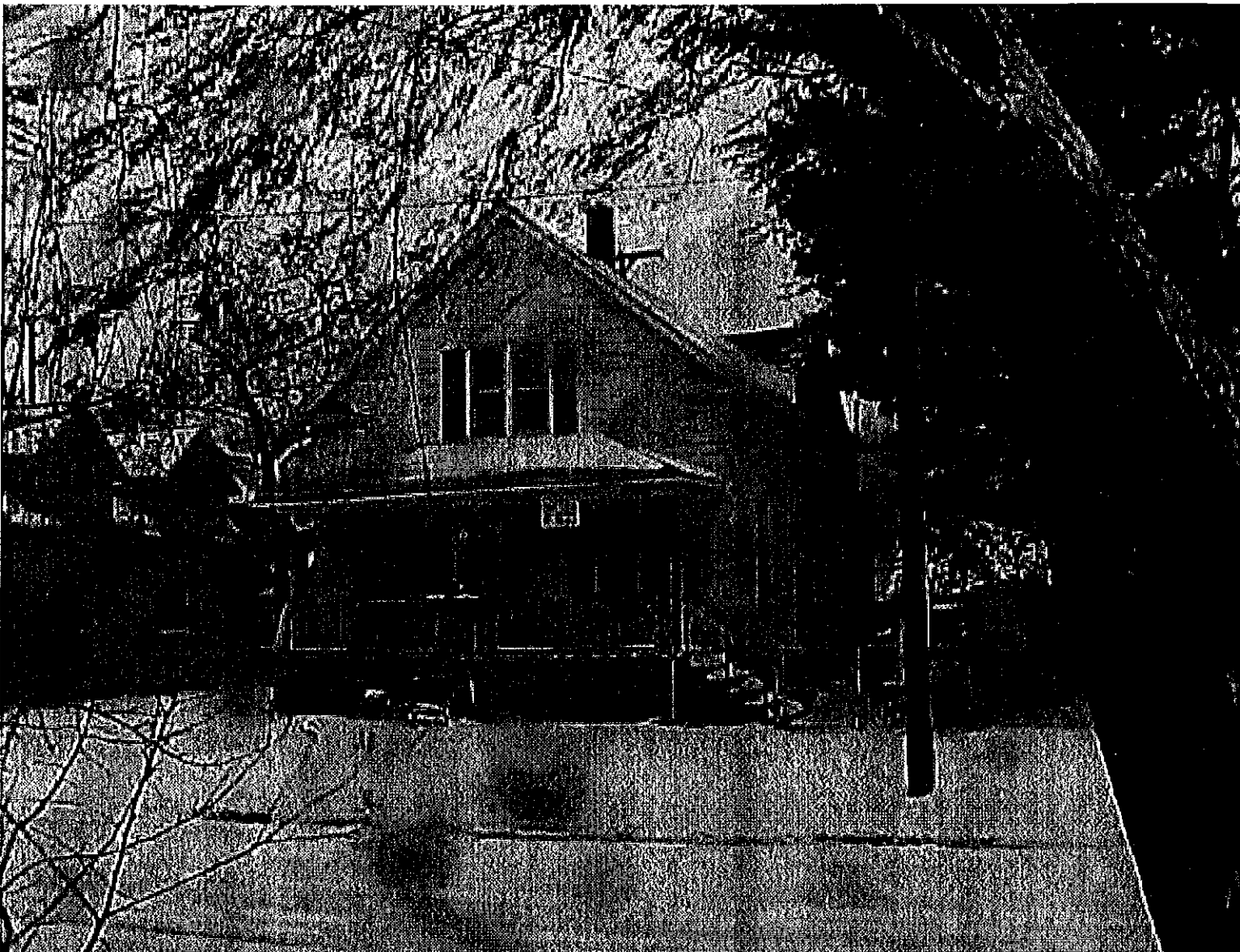
COMMITTEE RECOMMENDATION: None



24-205-375-0005-00

1387 7TH ST

11/00 - STREET VIEW



24-205-278-0001-10

71 E GRAND AVE

11/00 - STREET VIEW



24-205-418-0007-10

402 W SOUTHERN AVE

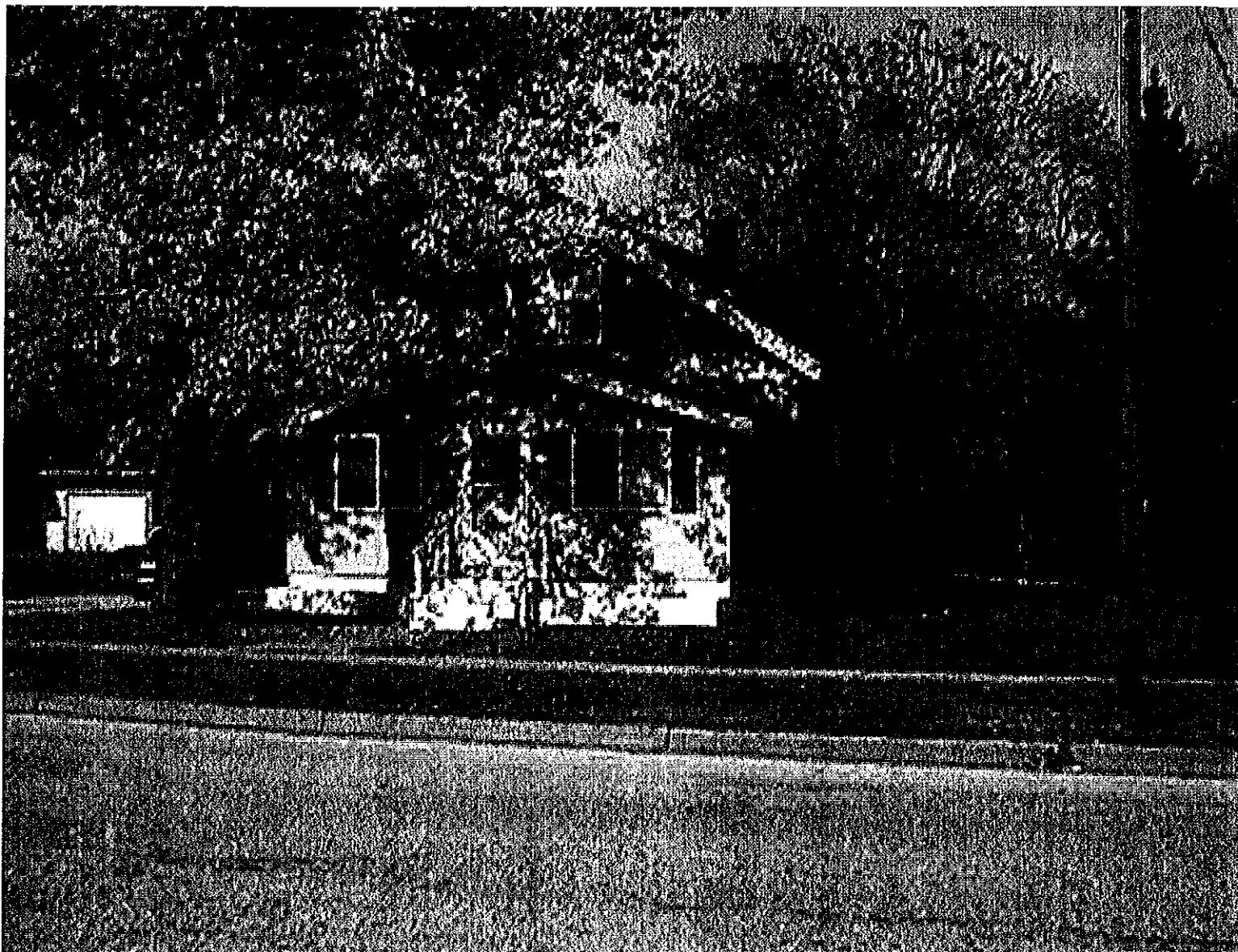
11/00 - STREET VIEW



24-205-405-0013-00

1464 6TH ST

11/00 - STREET VIEW



24-121-300-0093-00

982 AMITY AVE

STREET VIEW 10/99

Commission Meeting Date: April 28, 2009

Date: April 21, 2009
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Resolution approving DELEG grant application

SUMMARY OF REQUEST:

To approve the request to submit the grant application to the Michigan Department of Energy, Labor and Economic Growth (DELEG) for their Michigan Energy Efficiency Grant. The City will be asking for \$310,000 in funding for a new Heating, Ventilating and Air Conditioning system (HVAC) and for training local students how to install these systems. The grant application will state that the City is willing to provide up to \$10,000 in matching funds if necessary.

FINANCIAL IMPACT:

The estimate from Trane, Inc. suggests that the city will save over \$43,000 in energy costs per year with the new system.

BUDGET ACTION REQUIRED:

\$10,000 in matching funds, if required so by DELEG. There is no match required; however, matching funds will strengthen the chances of the grant being approved.

STAFF RECOMMENDATION:

To approve the request and sign the attached resolution.

COMMITTEE RECOMMENDATION:

None.

CITY OF MUSKEGON

CITY COMMISSION RESOLUTION No. _____

WHEREAS, the City of Muskegon will be in need of a new Heating, Ventilating and Air Conditioning system (HVAC) within the next five years, and;

WHEREAS, the Michigan Department of Energy, Labor and Economic Growth (DELEG) has released a Request for Proposal for the Michigan Energy Efficiency Grant (Renewables for Local Governments – Case No. U-13129), and;

WHEREAS, the proposed project will make City Hall significantly more energy efficient, and;

WHEREAS, the grant will also provide funding for HVAC installation training for local students;

WHEREAS, the City of Muskegon, if necessary, is willing to provide up to \$10,000 in matching funds for this project,

NOW, THEREFORE BE IT RESOLVED that the City Commission authorizes the submittal of the grant, and if approved by DELEG, authorizes acceptance of the grant funds; and that the City will commit to fund the match of up to \$10,000 if deemed necessary by DELEG.

BE IT FURTHER RESOLVED, that the Mayor be authorized to sign the grant application on behalf of the City.

Resolution adopted this 28th day of April, 2009.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Warmington, Mayor

Attest: _____
Ann Marie Becker, Clerk

April 28, 2009

Date: April, 28, 2009
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids for:
H-1652 Home Street, Apple to just north of Creek

SUMMARY OF REQUEST:

Award of the Home Street reconstruction project to McCormick Sand, Inc. out of Twin Lake, MI since they were the lowest responsible bidder with a total bid price of \$90,828.00, see attached bid tabulation.

FINANCIAL IMPACT:

The construction cost of \$90,828.00 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Award the contract to McCormick Sand, Inc.

COMMITTEE RECOMMENDATION:

Date: April, 28, 2009
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids for:
H-1647 Jefferson St., Fourth to Strong

SUMMARY OF REQUEST:

Award the Jefferson street reconstruction project to McCormick Sand out of Twin Lake, MI since they were the lowest responsible bidder with a total bid price of \$119,467.20, see attached bid tabulation.

While Brenner appears to be the lowest bidder, the fact is that they submitted the bid on the wrong proposal which is a clear violation to the pre-bid minutes.

FINANCIAL IMPACT:

The construction cost of \$119,467.20 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Award the contract to McCormick Sand, Inc.

COMMITTEE RECOMMENDATION:

Date: April 28, 2009
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids for:
Sixth Street; Mason to Strong (S-643)

SUMMARY OF REQUEST:

Award the Sixth Street sewer and street improvements between Mason & Strong to Brenner Excavating out of Hopkins since they were the lowest responsible bidder with a total bid price of \$69,929.70, see attached bid tabulation.

FINANCIAL IMPACT:

The construction cost of \$69,929.70 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to Brenner Excavating.

COMMITTEE RECOMMENDATION:

BID PROPOSAL 04/14/09

CONTRACTOR ADDRESS CITY/ST/ZIP				ENGINEER'S ESTIMATE		WADEL STABILIZATION, INC 2500 N. OCEANA DR. HART, MI 49420		BRENNER EXCAVATING 2841 132ND AVE. HOPKINS, MI 49328		ACCURATE EXCAVATORS 2821 CENTRAL RD. MUSKEGON, MI 49445		DIVERSCO CONSTRUCTION 675 CLYDE COURT SW BYRON CENTER, MI 49315		RON MEYER & ASSOC 1357 76TH AVE. ZEELAND, MI 49464		McCORMICK SAND INC. 5430 RUSSELL RD. TWIN LAKE, MI 49457		THOMPSON BROS., INC. 388 W. MCMILLAN RD. TWIN LAKE, MI 49445			
ITEM OF WORK				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		
1	ADJUST MANHOLE CASTING			EACH	3.0	\$ 400.00	1,200.00	\$ 450.00	1,350.00	\$ 455.00	1,365.00	\$ 401.21	1,203.63	\$ 250.00	750.00	\$ 300.00	900.00	\$ 300.00	900.00	\$ 200.00	600.00
2	BIT. TOP MIX # 4C @ 165#/S.Y.			TON	116.0	\$ 65.00	7,540.00	\$ 82.00	9,512.00	\$ 85.50	9,918.00	\$ 89.96	10,435.36	\$ 82.00	9,512.00	\$ 81.78	9,486.48	\$ 82.00	9,512.00	\$ 92.00	10,672.00
3	CATCH BASIN CASTING EAST JORDAN #7045 OR EQUAL			EACH	2.0	\$ 550.00	1,100.00	\$ 575.00	1,150.00	\$ 696.00	1,392.00	\$ 545.61	1,091.22	\$ 500.00	1,000.00	\$ 675.00	1,350.00	\$ 600.00	1,200.00	\$ 500.00	1,000.00
4	CATCH BASIN FLAT TOP			EACH	2.0	\$1,300.00	2,600.00	\$1,200.00	2,400.00	\$1,243.00	2,486.00	\$1,032.28	2,064.56	\$ 660.00	1,320.00	\$ 918.00	1,836.00	\$1,100.00	2,200.00	\$1,200.00	2,400.00
5	COLD MILLING BITUMINOUS @ 1.5"			S.YD.	1351.0	\$ 5.00	6,755.00	\$ 2.50	3,377.50	\$ 1.80	2,431.80	\$ 2.31	3,120.81	\$ 4.00	5,404.00	\$ 2.22	2,999.22	\$ 2.00	2,702.00	\$ 3.00	4,053.00
6	CORP. STOP 1" MUELLER #15000 OR EQUAL			EACH	2.0	\$ 300.00	600.00	\$ 450.00	900.00	\$ 173.00	346.00	\$ 321.10	642.20	\$ 129.00	258.00	\$ 120.00	240.00	\$ 235.00	470.00	\$ 250.00	500.00
7	CURB STOP 1" MUELLER #15150 W/BOX OR EQUAL			EACH	2.0	\$ 200.00	400.00	\$ 450.00	900.00	\$ 238.00	476.00	\$ 274.02	548.04	\$ 272.00	544.00	\$ 181.00	362.00	\$ 355.00	710.00	\$ 450.00	900.00
8	EROSION CONTROL, INLET PROTECTION, FABRIC DROP			EACH	5.0	\$ 150.00	750.00	\$ 125.00	625.00	\$ 81.00	405.00	\$ 164.84	824.20	\$ 140.00	700.00	\$ 100.00	500.00	\$ 48.00	240.00	\$ 120.00	600.00
9	MAN HOLE CASTING, E.J. #1045 OR EQUAL			EACH	5.0	\$ 450.00	2,250.00	\$ 450.00	2,250.00	\$ 564.00	2,820.00	\$ 625.92	3,129.60	\$ 425.00	2,125.00	\$ 500.00	2,500.00	\$ 450.00	2,250.00	\$ 600.00	3,000.00
10	MAN HOLE STD. 4' I.D. 0' TO 10' DEEP			EACH	2.0	\$2,000.00	4,000.00	\$1,350.00	2,700.00	\$1,326.00	2,652.00	\$1,753.87	3,507.74	\$1,200.00	2,400.00	\$ 2,750.00	5,500.00	\$1,925.00	3,850.00	\$2,500.00	5,000.00
11	REMOVING CATCH BASIN			EACH	2.0	\$ 350.00	700.00	\$ 350.00	700.00	\$ 200.00	400.00	\$ 237.40	474.80	\$ 350.00	700.00	\$ 350.00	700.00	\$ 200.00	400.00	\$1,000.00	2,000.00
12	REMOVING MANHOLE			EACH	3.0	\$ 450.00	1,350.00	\$ 350.00	1,050.00	\$ 200.00	600.00	\$ 237.40	712.20	\$ 350.00	1,050.00	\$ 500.00	1,500.00	\$ 300.00	900.00	\$1,500.00	4,500.00
13	REMOVING TREES 13" TO 24"			EACH	1.0	\$ 700.00	700.00	\$ 350.00	350.00	\$ 150.00	150.00	\$ 404.67	404.67	\$ 145.00	145.00	\$ 180.00	180.00	\$ 200.00	200.00	\$ 250.00	250.00
14	SANITARY SEWER 10" SDR 35			L FT	334.0	\$ 37.00	12,358.00	\$ 29.50	9,853.00	\$ 23.50	7,849.00	\$ 40.19	13,423.46	\$ 35.00	11,690.00	\$ 40.60	13,560.40	\$ 34.00	11,356.00	\$ 50.00	16,700.00
15	SANITARY SEWER 8" SDR 35			L FT	28.0	\$ 37.00	1,036.00	\$ 75.00	2,100.00	\$ 22.10	618.80	\$ 33.76	945.28	\$ 55.00	1,540.00	\$ 52.45	1,468.60	\$ 23.00	644.00	\$ 30.00	840.00
16	SANITARY SEWER SERVICE 6" SDR 35			L FT	197.0	\$ 30.00	5,910.00	\$ 26.40	5,200.80	\$ 18.30	3,605.10	\$ 16.57	3,264.29	\$ 30.00	5,910.00	\$ 19.30	3,802.10	\$ 17.00	3,349.00	\$ 28.00	5,516.00
17	SANITARY SEWER WYE 10" x 6" SDR 35			EACH	6.0	\$ 250.00	1,500.00	\$ 185.00	1,110.00	\$ 332.00	1,992.00	\$ 120.08	720.48	\$ 349.00	2,094.00	\$ 145.00	870.00	\$ 260.00	1,560.00	\$ 185.00	1,110.00
18	STORM SEWER 10" S.D.R 35			L FT	66.0	\$ 40.00	2,640.00	\$ 44.00	2,904.00	\$ 19.00	1,254.00	\$ 18.88	1,246.08	\$ 26.00	1,716.00	\$ 28.65	1,890.90	\$ 20.00	1,320.00	\$ 25.00	1,650.00
19	TRAFFIC CONTROL			LUMP	1.0	\$5,000.00	5,000.00	\$3,500.00	3,500.00	\$4,870.00	4,870.00	\$2,389.00	2,389.00	\$8,250.00	8,250.00	\$ 2,500.00	2,500.00	\$6,288.00	6,288.00	\$2,700.00	2,700.00
20	TRENCH REPAIR LOCAL STREET TYPE III			L FT	354.0	\$ 25.00	8,850.00	\$ 82.00	29,028.00	\$ 42.50	15,045.00	\$ 46.10	16,319.40	\$ 55.00	19,470.00	\$ 29.90	10,584.60	\$ 43.00	15,222.00	\$ 47.50	16,815.00
21	TRENCH REPAIR SPECIAL			L FT	175.0	\$ 30.00	5,250.00	\$ 85.00	14,875.00	\$ 48.80	8,540.00	\$ 43.75	7,656.25	\$ 36.00	6,300.00	\$ 50.00	8,750.00	\$ 45.00	7,875.00	\$ 96.50	16,887.50
22	WATER SERVICE 1" TYPE "K" COPPER			L FT	68.0	\$ 20.00	1,360.00	\$ 5.00	340.00	\$ 10.50	714.00	\$ 12.95	880.60	\$ 24.00	1,632.00	\$ 19.86	1,350.48	\$ 11.00	748.00	\$ 22.06	1,500.08
	TOTAL					\$ 73,849.00		\$ 96,175.30		\$ 69,929.70		\$ 75,003.87		\$ 84,510.00	Calc Error	\$ 73,896.00		\$ 73,896.00		\$ 99,193.58	

DATE: March 17, 2008

TO: Honorable Mayor and Commissioners

FROM: Mark Kincaid, Deputy Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-070048

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1850 Park** – is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-070048, 1850 Park Commercial Building.

Location and ownership: This structure is located on Park St between Keating and Laketon Streets and is owned on land contract between Whittaker Place LLC and Jasper Love.

Staff Correspondence: A dangerous building inspection was conducted on 03/19/2007 and an interior inspection was conducted 05/03/07. The Notice and Order to Repair was issued on 03/30/07. On 06/07/07 the HBA tabled case until August 2007 to allow owner time to provide engineering drawings, timeline and appropriate permits. The case came back before HBA 08/02/07 and was declared substandard, dangerous and a public nuisance.

Owner Contact: Jasper Love was present for the HBA meeting dated 06/07/07. He stated he got a permit to start stripping roof but was told he needed engineered drawings which he said he hired an engineer. Mr. Love was present at the meeting dated 08/02/07 stating his engineer had a death in the family and he was still waiting to receive drawings. No drawings have been submitted, no further permits issued and no contact from owner since that time.

Financial Impact: General

Budget action required: None

State Equalized value: \$40,100

Estimated cost to repair: \$80,000

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

INSPECTION SUMMARY

FOR: 1850 Park

This building is a concrete structure with wood frame roof system. This building is the northern most 100 ft of the structure known as Whittaker Building. The roof system of this building has been neglected to the point of structural failure. It appears that approximately 50% of the roof has collapsed. To date no drawings have been submitted, no permits have been applied for and no schedule of repairs has been submitted. This structure is currently not habitable and left unattended will continue to deteriorate.

CITY OF MUSKEGON

933 Terrace St., P.O. Box 537, Muskegon, MI 49443 (231) 724-6715

DANGEROUS BUILDING INSPECTION REPORT

Monday, March 19, 2007

Enforcement # EN070048 **Property Address** 1850 PARK ST
Parcel #24-131-200-0001-00 **Owner** LOVE JASPER

Inspector: Henry Faltinowski

Date completed: 03/19/2007

DEFICIENCIES:

Uncorrected

- 1. Northeast section of roof has collapsed.**
- 2. Window broken out.**
- 3. Provide engineered or architectural design on repairs.**
- 4. Provide interior inspection by trade inspectors.**

Request interior inspection by all trades, electrical, mechanical and plumbing. Please contact Inspection Services with any questions or to schedule an inspection at 933 Terrace St., Muskegon, MI 49440 (231) 724 6758.

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

Henry Faltinowski, Building Inspector

Date

CITY OF MUSKEGON
933 Terrace St., P.O. Box 536, Muskegon, MI 49443 (231)724-6715
DANGEROUS BUILDING INTERIOR INSPECTION REPORT

1850 PARK ST
05/03/2007

Inspection noted:

Uncorrected

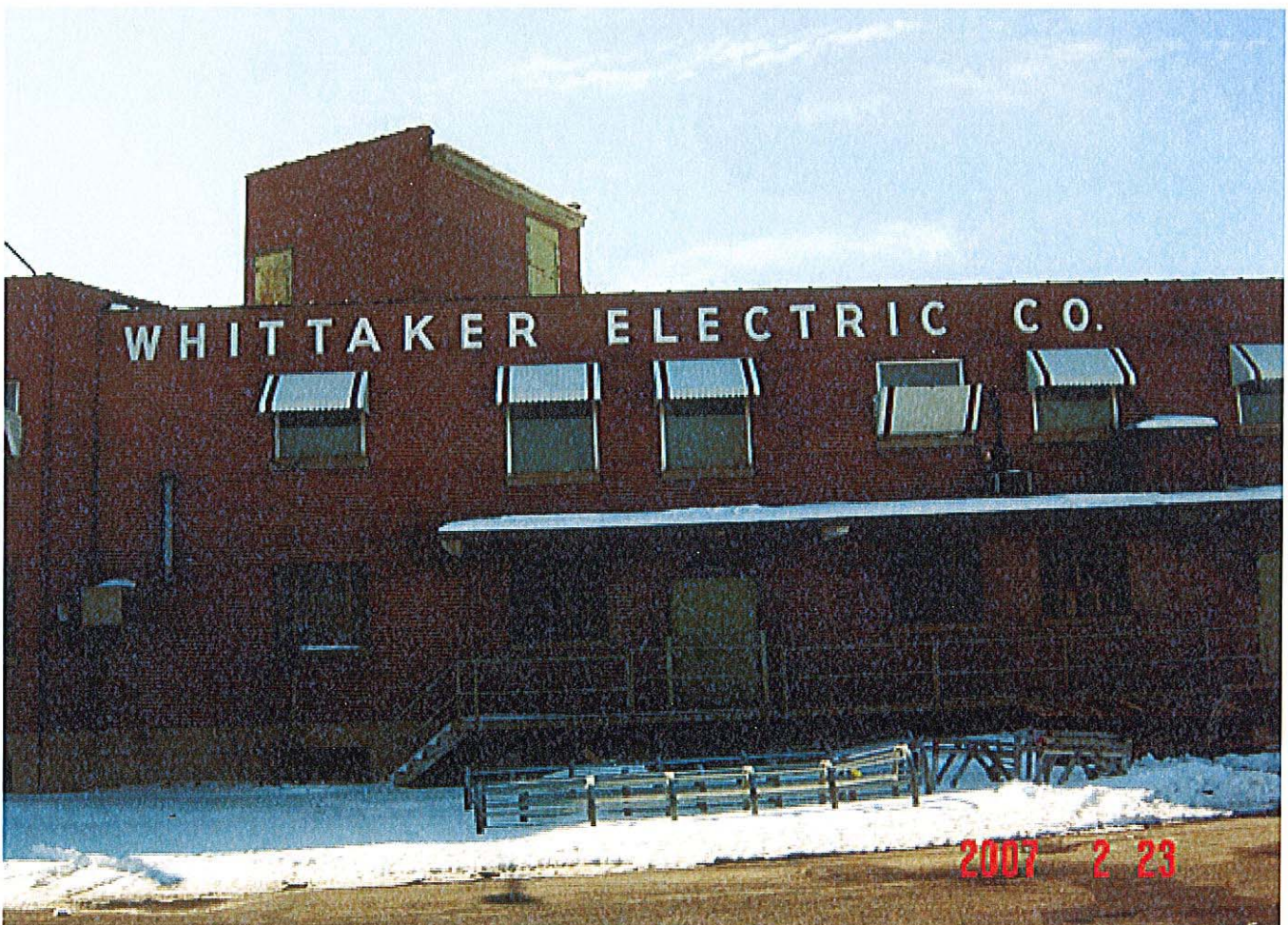
1. Replace all electric wiring, service, and equipment to current code.
2. Pressure test gas piping
3. Inspect & certify heating system.
4. Inspect Boiler state * BYU's
5. Inspect & certify all mechanical & plumbing.
6. Mechanical & Plumbing to meet 2003 Codes.
7. *Depending on what is used -some inspections are not applicable.
8. Replace entire roof system with architect or structural engineered drawings, drawing must be reviewed by Inspection Department.
9. Repair all interior ceiling wall damage.
10. Repair exterior wall and lintels at entry over hang.
11. Remove rotted frame and paneling on framed steel canopy.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 10-61 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE

1850 Park St.





1850 Park





1850 Park



AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners
FROM: Bryon L. Mazade, City Manager
DATE: March 25, 2009
RE: Collective Bargaining Agreement with Service Employees International Union
(SEIU) Local 517M for Years 2009 - 2011

SUMMARY OF REQUEST:

To approve the tentative agreements with SEIU Local 517M for years 2009 - 2011.

FINANCIAL IMPACT:

Information provided separately.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the tentative agreements and authorize the Mayor and Clerk to execute the agreement.

COMMITTEE RECOMMENDATION:

None.

Date: April 28, 2009

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Gypsy Moth Spraying

SUMMARY OF REQUEST:

Authorize staff to participate in the County's gypsy moth spraying program scheduled for 2009. The City has two sections where spraying is necessary for a total acreage of 466 at an anticipated cost of \$15,132 toward the actual spraying plus some additional cost for the mailing/advertisement that needs to be done before the actual spraying.

FINANCIAL IMPACT:

Less than \$16,000 total

BUDGET ACTION REQUIRED:

The 2009 budget will need to be amended to cover this unbudgeted amount. If approved, the amendment will be reflected in the second quarter budget reforecast later this year.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Muskegon County to participate in the program.

COMMITTEE RECOMMENDATION:

GYPSE MOTH EGG MASS LOCATIONS AND SPRAY BLOCKS IN MUSKEGON COUNTY

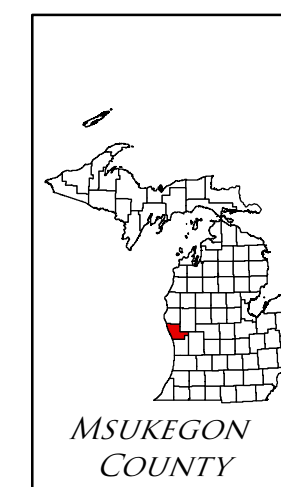


IDENTIFIED AS PART OF THE
2009 GYPSE MOTH SPRAY PROGRAM
MUSKEGON COUNTY, MICHIGAN

EGG MASS LOCATIONS, SPRAY BLOCKS, AND MAP FEATURES

ROAD CENTERLINE

Gypsy Moth Egg Mass Locations

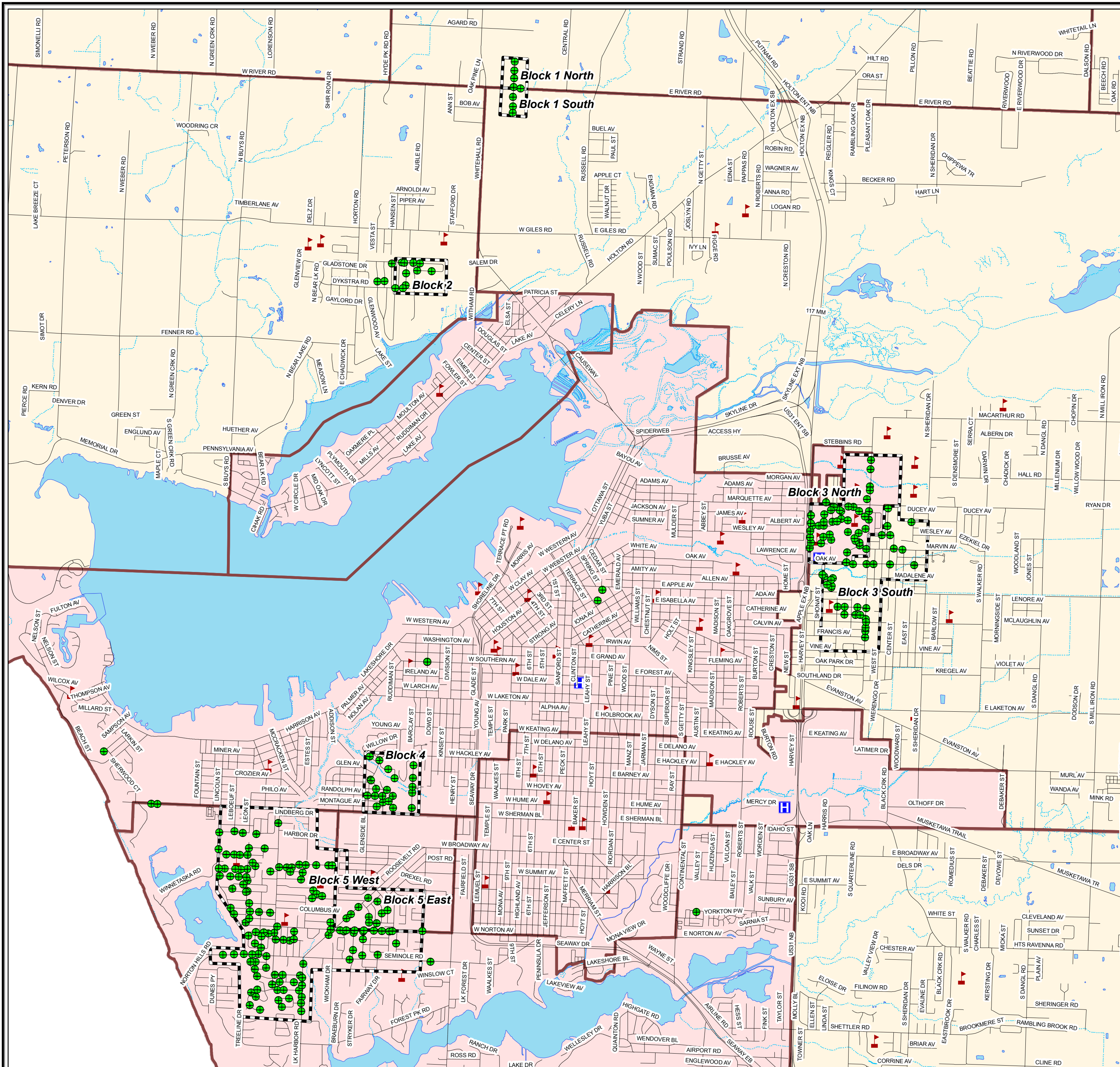


0 0.5 1 1.5
MILES

MUSKEGON County
mapping & gis

MAP BY MUSKEGON COUNTY MAPPING & GIS
MUSKEGON COUNTY EQUALIZATION
DECEMBER 2008

MAP DATA: MUSKEGON COUNTY MAPPING & GIS
GYPSE MOTH LOCATIONS PLOTTED VIA GPS
MAP PROJECTION: STATE PLANE NAD 1983
MICHIGAN SOUTH ZONE, INTERNATIONAL FEET



Commission Meeting Date: April 28, 2009

Date: April 22, 2009
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: DDA On-Premise Liquor License for Pi-Bar, LLC.

SUMMARY OF REQUEST: To approve the attached Resolution approving a Downtown Development Authority On-Premise Liquor License for Pi-Bar, LLC. The Liquor Control Code allows for additional liquor licenses within Downtown Development Authority Districts under certain conditions.

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

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached resolution.

COMMITTEE RECOMMENDATION: None.

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
RESOLUTION NO. _____**

A resolution concerning the issuance of a Redevelopment License (formerly known as a Downtown Development Authority District). That the request from Pi-Bar, LLC for a new Class C On-Premises Liquor License issued under 436.1521(a)(1)(b) of the Michigan Compiled Laws with Outdoor Service, Food, and Sunday Sales Permit, to be located at 379 W. Western Avenue, Suite 100, Muskegon, Michigan 49440.

The City Commission of the City of Muskegon hereby RESOLVES:

Recitals

1. Pi-Bar, LLC has applied for a Redevelopment On-Premises Liquor License for the premises at 379 W. Western Avenue, Suite 100, Muskegon, Michigan 49440, which is located within an area established by the City Commission as a redevelopment project area pursuant to 436.1521a(1)(b) of the Michigan Compiled Laws.
2. It is required that the City Commission approve a specific applicant, at a specific location "ABOVE ALL OTHERS".
3. This resolution was approved at the regular meeting of the City Commission on April 28, 2009.

City Commission Findings

The City Commission is satisfied that:

1. That the applicant has sufficiently demonstrated a commitment for a capital investment of not less than \$75,000 for the build-out and improvements of the building that will house the licensed premises, which amounts shall be expended before the issuance of the license.
2. That the licensed business shall be engaged in dining, entertainment or recreation, that is open to the general public, with a seating capacity of not less than 50 persons.

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

The City Commission deems it to be in the best interest of the City of Muskegon to approve the application of Pi-Bar, LLC, for a new Class C and SDM License issued under MCL 436.1521(a)(1)(b) with Outdoor Service, Food, and Sunday Sales Permits, to be located at 379 W. Western Avenue, Suite 100, Muskegon, Michigan 49440, and recommends to the Michigan Liquor Control Commission the issuance of said requested license "ABOVE ALL OTHERS".

Adopted this 28th day of April, 2009.

AYES: _____

NAYES: _____

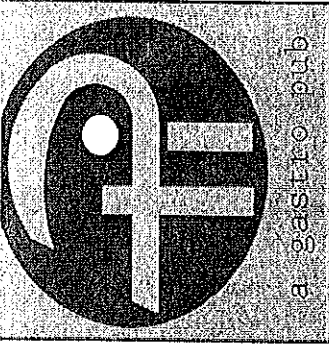
ABSENT: _____

By: _____
Stephen J. Warmington
Its Mayor

By: _____
Ann Marie Becker, MMC
Its Clerk

Project Description

The project is an open cooking restaurant with the Chef being entertainment for customers. The facility will be smoke free and have an outdoor seating area. It will be located in the Sidock building on the corner of Third St. and Western Ave. Please see the attached expense chart, points of interest and menu.



MONTHLY EXPENSES

\$3700.00 Lease
 \$2316.00 Loan
 \$12-\$16 thousand Food
 \$5-\$8 thousand Beer, Wine, Liq.
 \$10-\$12 thousand Payroll
 \$2000.00 Payroll taxes, UIA
 \$2000.00 Insurances
 \$2500.00 Gas
 \$300.00 Electric
 \$200.00 Water
 #200.00 Phone
 \$800.00 Linens
 \$500.00 Marketing

Total Expense per Month

\$41,516.00 - \$48,516.00

YEARLY EXPENSES

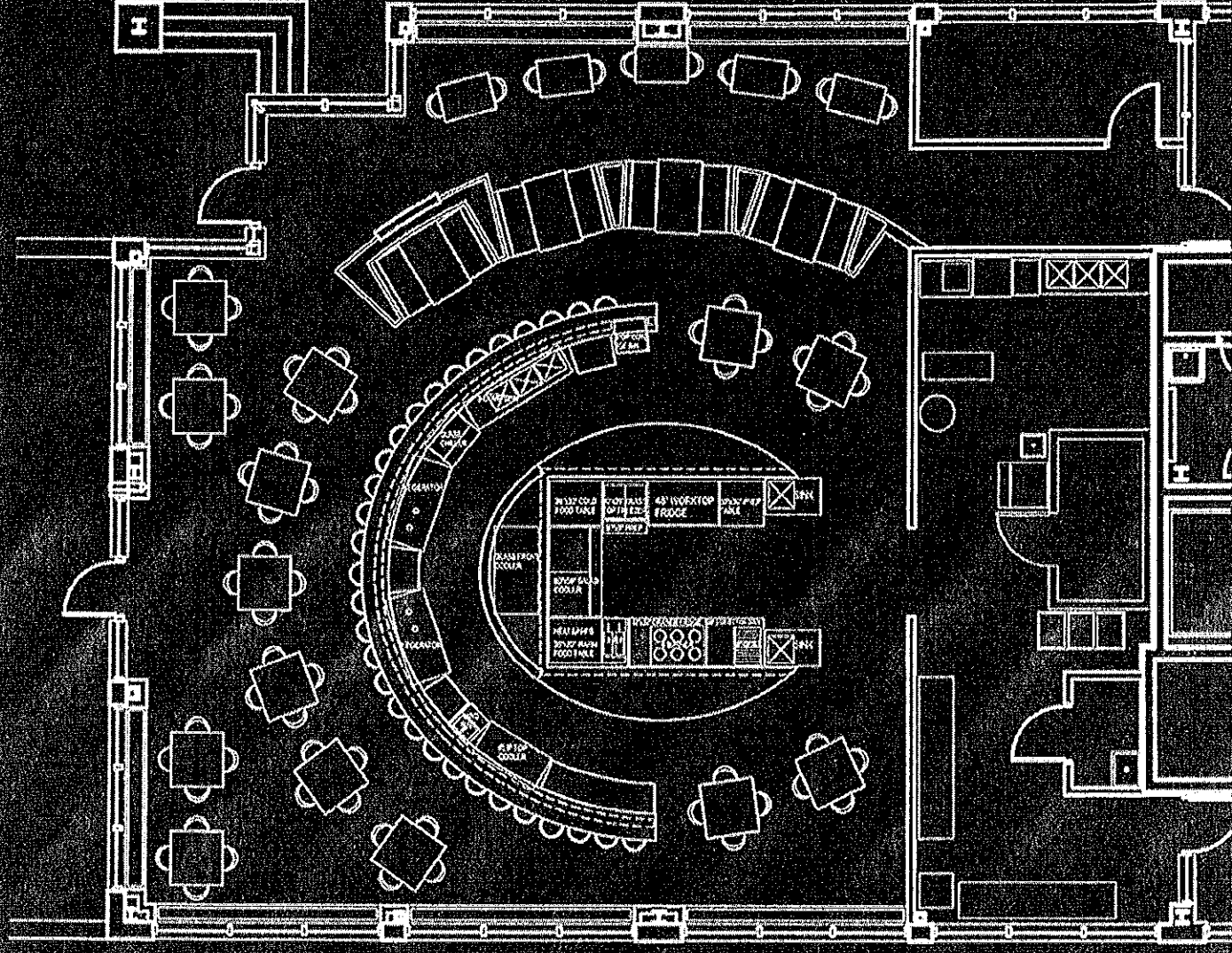
\$540,192.00

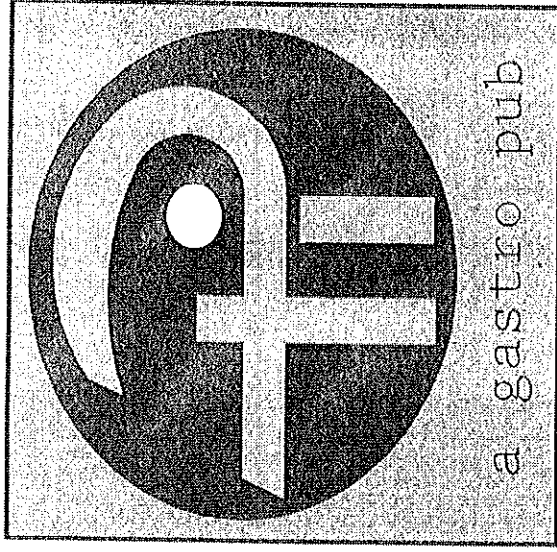
MONTHLY SALES

Jan-May Sales will be \$60,000.00
 per month
 June-Sept. Sales will be \$100,000.00
 per month
 Oct-Dec Sales will be \$75,000.00
 per month

YEARLY SALES

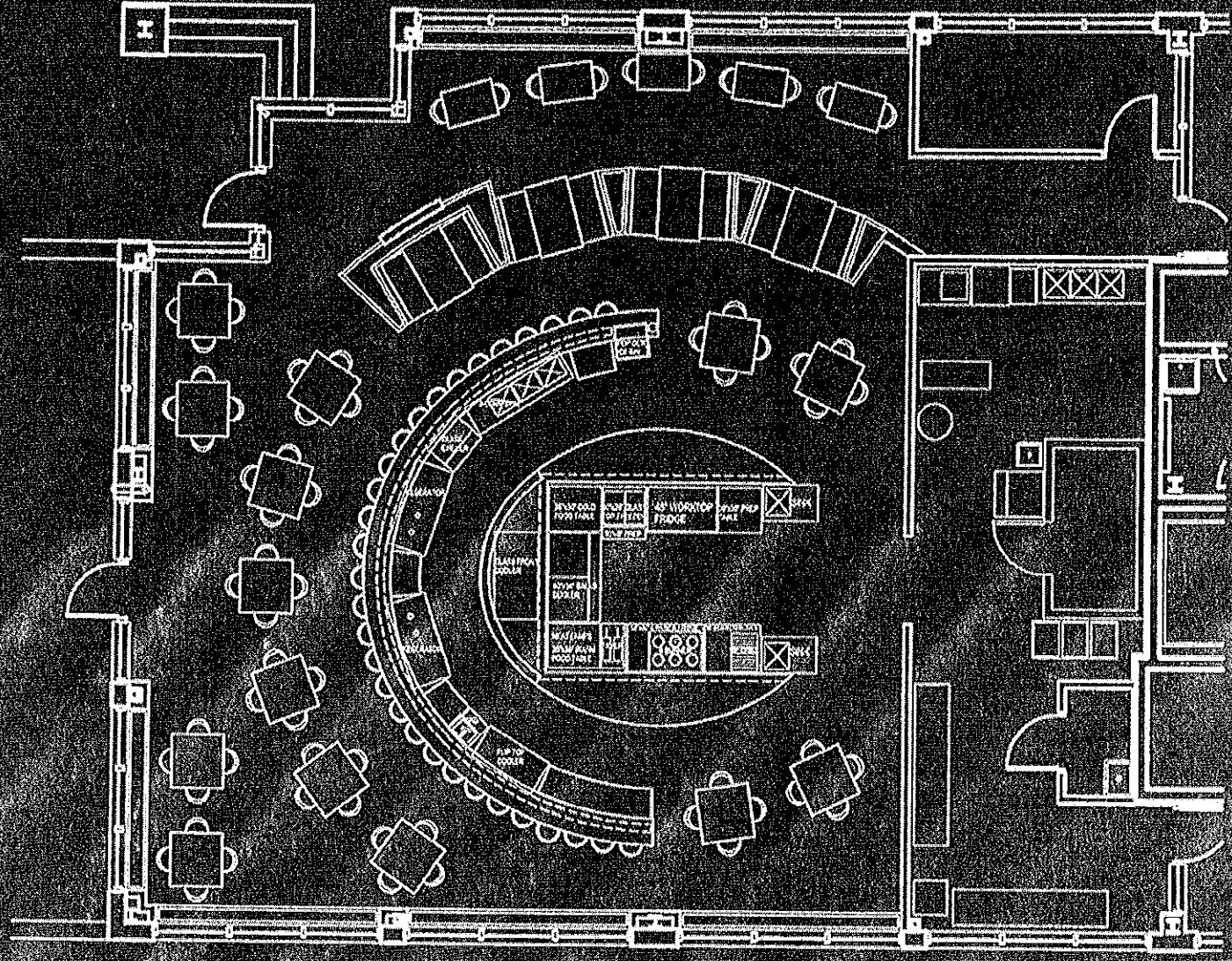
\$925,000.00





POINTS OF INTEREST

- Beautiful interior finishes
- Planter boxes throughout will house our herb gardens
- Will buy fruits & vegetables from local farmers market
- A chef named TOF. He is the entertainment
- Kitchen in Bar
- A small plates menu only found in larger cities
- Open daily from 2pm-Midnight



\$4 SWEET CHILI CURED SALMON
House cured Salmon - jalapenos-
sprouts - sweet peppers

\$4 SLOW ROASTED PORK ROLL
Herb rubbed pork loin - poached
pears - gorgonzola cheese

\$7 SMOKED QUAIL RAVIOLI
Smoked quail - fennel - caramelized
onions- tomatoes confit

\$6 DUCK TAMALES
Confit of duck- sweet masa- coriander/
lime avocado mash- chipotle sauce

\$5 ROASTED MUSHROOMS
Garlic- herbs- seasonal mushrooms-
balsamic vinegar- virgin olive oil

\$4 RASPBERRIES ALMONDS AND BRIE
Butter poached berries- strudel crust-
whipped brie- lemon zest

\$5 VEGETABLE STRUDEL
Feta cheese- spinach- roasted
peppers- mint- sun dried tomatoes-
phyllo crust

\$3 SPICY PLANTAIN CHIPS
plantain- chili dust- avocado aioli

\$7 MUSTARD CRUSTED LAMB CHOP
French grain mustard- herb crust-
cherry/onion jam

TAPAS MENU



\$8 SEARED TENDERLOIN MEDALLION
Garlic- peppercorn smoked beef-
Sweet potato croquette- demi

\$5 BRIOCHETOASTS AND CHEVRE
Brioche toast- herb whipped
Laura Chanel chevre- caramelized onion-
Wilted spinach

\$6 THAI SPRING ROLL
Vegetable chicken spring roll- tangy
ginger/garlic dipping sauce

\$4 POLENTA FRIES
Fried crisp corn meal cakes-
chili spices- molé aioli

\$7 DUCK GALANTINE
Slow poached force meat-
pistachio- dates- orange zest

\$9 SOY/GINGER SEARED TUNA
Sashimi grade tuna- spiced ginger
crust- wasabi pickled vegetables

\$6 CHICKEN-LAMB SATAY
Skewered spiced chicken and
lamb- curried yogurt- fizzled onions

\$4 SHRIMP CEVICHE MARTINI
Cured shrimp- lemon- lime- chilis-
onions- coriander- cumin

\$6 YUKON POMME FRITTES
Yukon gold shoestring fries-
truffle/chive aioli

APPETIZERS

\$7 SMOKED SALMON CAKES

House smoked salmon -
Maryland style cakes- chive aioli

\$6 PAN FRIED BRIE CHEESE

Garlic/herb crust- brioche
toasts-crackers

\$9 TUNA TWO WAYS *

Hawaiian poke salad- sake/soy
seared-pickled vegetables

\$7 CONFIT OF DUCK

Herb cured slow cooked hind quarter-
Yukon gold pomme frites

\$5 ROASTED MARINATED OLIVES

Grecian/kalamata olives- marinated
in herb/garlic virgin olive oil

\$6 SHRIMP AND RICE FRITTERS

Ginger garlic shrimp- jasmine rice-
Ponzu sauce- sweet chilis

SOUPS AND SALADS

\$4 GAZPACHO OR DAILY SOUP

Chilled fresh tomato soup-
Or the chefs creation

\$7 BALSAMIC ORGANIC GREENS

Baby lettuces- roasted red peppers-
caramelized onions- roasted mushrooms-
amish bleu cheese- brioche croutons

\$8 MICHIGAN THEME

Micro greens- poached pear-
traverse bay cherries- walnuts-
amish bleu cheese-raspberry muscat vinaigrette

\$6 HEIRLOOM TOMATOES - GOAT CHEESE

Ripe seasonal tomatoes- Laura chanel
goat cheese- roasted beets- tomato/
tarragon vinaigrette

DINNER MENU



ENTREES

\$14 TARRAGON SHALLOT CRUSTED SALMON

shallot pesto seared salmon-
chive whipped potatoes-
tomato tarragon vinaigrette

\$19 KONA COFFEE LAMB *

Hawaiian coffee grilled lamb-
Dauphine potatoes-
kona pomegranate demi

\$13 SMOKED PORK AND MANGOES

Grilled house smoked pork loin-
chive whipped potatoes- mango chutney

\$16 SEARED DUCK ALSACE *

Skin crisped medium rare breast-
tomatoes confit- Dauphin potatoes- duck glacé

\$12 GRILLED CHICKEN TAPINADE

Garlic herb chicken breast-
risotto-tapenade vinaigrette

\$17 SOY LACQUERED TUNA *

Sashimi grade tuna-
sweet ginger soy glaze- jasmine rice-
spring roll- gingered spinach

\$18 SMOKED FILET MIGNON *

Grilled house smoked 5 oz tenderloin-
amish bleu cheese croquette-
caramelized shallot demi

DESSERTS

\$4 CRÊPES AND BERRIES

French crêpes- seasonal berry compote-
soft vanilla pudding

\$4 MANGO RASPBERRY CRÈME BRÛLÉE

Mango custard with
candied raspberries

\$4 CHOCOLATE SOUFFLÉ

Molten chocolate cake-
white chocolate ganache