

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 12, 2013

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. Special Event Request – Muskegon Bike Time 2013. PLANNING & ECONOMIC DEVELOPMENT
 - C. Implementation of Police Command Contract Retirement Changes. FINANCE
 - D. Water Filtration Plant Sodium Hypochlorite Feed Pump Replacement. PUBLIC WORKS
 - E. Consideration of Bids for Sanitary Sewer Lining (S-663). ENGINEERING
 - F. Lynx Network – Request for Permit under METRO Act. ENGINEERING
 - G. Water Treatment Plant Sluice Gates Repair. WATER FILTRATION
 - H. State of Michigan Public Act 399 Reliability Study. WATER FILTRATION
- ❑ PUBLIC HEARINGS:
 - A. Recommendation for Annual Renewal of Liquor Licenses. CITY CLERK
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:
- ❑ UNFINISHED BUSINESS:
- ❑ NEW BUSINESS:

**A. Special Event Request – Lakeshore Art Festival. PLANNING &
ECONOMIC DEVELOPMENT**

B. Grant Application for Sanitary Sewer Evaluation. ENGINEERING

❑ 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: March 12, 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 February 26th City Commission Meeting and the February 28th Special City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 26, 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, Michigan at 5:30 p.m., Tuesday, February 26, 2013.

Mayor Gawron opened the meeting with a prayer from Pastor Tim Cross from the Living Word Church of Muskegon after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

2013-14 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the February 8th Goal Setting Session, February 11th Commission Worksession Meeting, and the February 12th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Approval of Building Contract for 553 Octavius. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To award the Abatement and Building Contract for the rehabilitation of 553 Octavius to Build-Right Construction for the City of Muskegon's Homebuyers Program through Community & Neighborhood Services. Six bids were received, and the cost estimate from our spec writer was \$121,150.

FINANCIAL IMPACT: The funding for this project has been secured through the HOME program 2012 grant allocation.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To award Build-Right Construction the contract for 553 Octavius for the Community & Neighborhood Services office.

Motion by Vice Mayor Spataro, second by Commissioner German to approve the Consent Agenda with the exception of Item C.

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

Nays: None

MOTION PASSES

2013-15 ITEM REMOVED FROM THE CONSENT AGENDA:

C. Transportation Resolution. CITY MANAGER

SUMMARY OF REQUEST: To approve the Transportation Resolution, a Michigan Municipal League initiative, expressing the immediate need to fund the repair of Michigan's roads and transportation systems to help make Michigan communities vibrant in the 21st century.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution.

Motion by Commissioner Turnquist, second by Commissioner Wierengo to approve the Transportation Resolution.

ROLL VOTE: Ayes: None

Nays: Spataro, German, Wierengo, Turnquist, Markowski, Gawron, and Hood

MOTION FAILS

2013-16 NEW BUSINESS:

A. Request to Amend the Planned Unit Development for the Terrace Point Properties – 650 Terrace Point. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend the Planned Unit Development (PUD) at the Terrace Point Drive properties, specifically the parcel at 650 Terrace Point Drive, by Terrace Point Landing, LLC. The original PUD was approved in 1989 for a project that included the hotel, marina, restaurant, public access to the waterfront and condos. The condos were the only part of the project that were not completed. This amendment would be to utilize this property for single family homes.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of the amendment to the PUD.

COMMITTEE RECOMMENDATION: The Planning Commission unanimously approved recommendation of the amendment at their February 14th meeting. Willie Parker absent.

Motion by Vice Mayor Spataro, second by Commissioner Wierengo to approve the request to amend the Planned Unit Development for the Terrace Point Properties at 650 Terrace Point.

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

Nays: None

MOTION PASSES

B. 2013-2014 City Commission Goals. CITY MANAGER

SUMMARY OF REQUEST: To approve the list of goals for 2013-2014. This list is the result of the goal setting session held on February 8, 2013.

FINANCIAL IMPACT: Unknown at this time.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the list of goals.

COMMITTEE RECOMMENDATION: The City Commission met on February 8, 2013, and identified the list of goals for 2013-2014.

Motion by Commissioner Markowski, second by Commissioner German to approve the list of goals for 2013-2014.

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

Nays: None

MOTION PASSES

C. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following: PUBLIC SAFETY

1275 Allen Avenue

665 Allen Avenue (Area 11)

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within 30 days. It is further requested that administration be directed to obtain bids for the

demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: CDBG Funds.

BUDGET ACTION REQUIRED: None.

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

Motion by Commissioner Hood, second by Vice Mayor Spataro to concur with the Housing Board of Appeals notice and order to demolish 1275 Allen Avenue and 665 Allen Avenue.

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

Nays: None

MOTION PASSES

2013-17 ANY OTHER BUSINESS: Mayor Gawron commented on the Sappi property.

Motion by Vice Mayor Spataro, second by Commissioner Markowski to have the City explore appropriate zone or zones at property known as Sappi and consult with existing owner as part of the process.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 7:08 p.m.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

CITY OF MUSKEGON
SPECIAL
CITY COMMISSION MEETING
February 28, 2013
5:30 p.m.
City Commission Chambers
MINUTES

2013-18

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

Absent: Commissioner Wierengo.

City Manager Position.

The City Manager, Bryon Mazade, has announced his plans to retire effective October 1, 2013. A Special Commission Meeting was called to discuss filling the position.

Motion by Commissioner Turnquist, second by Vice Mayor Spataro to seek outside help through an RFP to professional search organizations or the MML for purposes of selecting an agency to assist in selecting a new City Manager.

ROLL CALL VOTE:

Ayes: Spataro, German, Turnquist, Markowski, Gawron, and Hood.

Nays: None.

MOTION PASSES

Adjournment.

Motion by Commissioner Hood, second by Commissioner Spataro to adjourn at 6:08 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

CITY COMMISSION MEETING DATE
March 12, 2013

Date: February 11, 2013

To: Honorable Mayor and City Commissioners

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

Re: Special Event Request – Muskegon Bike Time 2013

SUMMARY OF REQUEST: Family Events has filed a special event application for the annual Bike Time festival in downtown Muskegon to be held on July 18, 19, & 20, and 21, 2013. Portions of their request require City Commission approval, including some items that are new for 2013, and some that are the same as in past years. See attached sheet for details on those requests (waiver of equipment rental fees, use of Bike Time's own labor pool when possible, extended beer tent hours, and variation from street closure times allowed per the special event policy)

FINANCIAL IMPACT: Request that equipment rental fees be waived.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: As in past years, it is recommended that staff be allowed to make the final decision regarding rental fees and actual costs to be coordinated through the City Manager. In addition, staff recommends that if Bike Time picks up items such as picnic tables, bleachers, and trash cans for distribution at the proper locations, there will be no equipment rental charge to Bike Time. This must first be approved by and coordinated through City staff. It is also recommended that City staff review staffing levels for City personnel with the Bike Time staff, with the City making the final decision on the number of City staff needed for the event.

Regarding street closures, staff recommends approval with the condition that Bike Time notify affected downtown businesses of the dates and times of street closures and the date and time that No Parking restrictions go into effect on those streets.

COMMITTEE RECOMMENDATION: N/A

MUSKEGON BIKE TIME City Commission item (page 2)

New Requests for 2013:

Closing time for beer gardens - Request to keep the three beer gardens open until 12:00 a.m. with alcohol service ending at 11:30 p.m. instead of 11:00 p.m. on Thursday, Friday and Saturday nights. They will shut the music off at 11:00 p.m. This will give patrons extra time to leave the tents before they close, without having a mass exodus at 11:00 when the music ends.

Requests requiring Commission approval that are the same as in past years:

- **Street closures** -- Bike Time requests permission to close certain street intersections in the downtown area one day earlier than allowed in the special event policy, so that they can work on event/tent set-up. They would like to close the intersections listed below starting at noon on Wednesday, July 17 (instead of waiting til Thursday evening, July 18). The tents at these locations are large and will take some time to set up:
 - o Intersection of 6th Street and Western Avenue
 - o Intersection of 4th Street and Western Avenue
 - o Intersection of 2nd Street and Western Avenue

In order to minimize disruption to downtown businesses, Bike Time will keep Western Avenue open on Thursday for limited business traffic. They will also leave the alley open off the side streets south of Western Avenue.

No Parking signs will be put up on Wednesday, prohibiting parking after midnight on Western Avenue (midnight on Wednesday night/Thursday morning). The Police Department will not ticket vehicles parked on Western Ave. that are there for the businesses that stay open past midnight on Wednesday (Mike's Inn, Club Envy, Racquets, etc).

Bike Time will send letters to all homes/businesses on the affected streets, notifying them of the street closure dates/times, and also when the No Parking signs will go up.

- **Equipment rental fees and labor costs** -- Bike Time has requested the waiver of some City equipment rental fees. They have also requested to use their own labor pool rather than City employees whenever possible. (see staff recommendation on page 1)

Date: March 12, 2013

To: Honorable Mayor and City Commissioners

From: Finance Department

RE: Implementation of Police Command Contract Retirement Changes

SUMMARY OF REQUEST: The City Commission recently approved the 2013-14 contract settlement with the Police Command Unit. To fully implement the retirement provisions of this contract there are some additional steps required by MERS:

1. Step One: Close the Police Command Unit's defined benefit (DB) pension plan to new members. MERS allows each employee division to have only one open retirement plan. All new hires into the City are covered by a defined contribution (DC) plan so, over time, the DC plan will become the Command Unit's dominant retirement plan that will be open.
2. Step Two: Adopt the attached *Employer Resolution Establishing Uniform Transfer Provision*. This will allow promoting patrol officers who currently have a DB pension benefit to go into the Command Unit's DB plan even though it is "closed". Note: this resolution will also apply to other situations in the City where an employee may go from one unit to another. For example, in the past we have had Clerical Unit employees become police officers or non-union employees. This is not common, but does occur.
3. Step Three: Adopt the attached *MERS Restated Uniform Defined Contribution Program Resolution* and *MERS Restated Defined Contribution Plan Adoption Agreement* that provide for a new defined contribution (DC) retirement plan for the Police Command unit. This new plan has the same benefit levels as the current Police Patrol DC plan (6% employee contribution; 10% employer contribution). Promoting patrol members who currently have a DC retirement benefit will go into this new plan.

The net result of these changes will be to provide the mechanisms needed to implement contract language that provides: "Effective January 1, 2013, all Patrol Unit members entering the Command Unit shall keep their pension and retirement packages from the Patrol Unit."

FINANCIAL IMPACT: No new financial impact on the City.

BUDGET ACTION REQUIRED: None at this time. Future budgets will reflect the changes made here.

STAFF RECOMMENDATION: Approval of the steps outlined above and authorization for staff to execute documents needed to make this change.

COMMITTEE RECOMMENDATION: None.

EMPLOYER RESOLUTION ESTABLISHING
UNIFORM TRANSFER PROVISION



WHEREAS, the City of Muskegon is a participating municipality or court in the Municipal Employees' Retirement System of Michigan ("MERS"); and

WHEREAS, the [Standard MERS Transfer Rules](#) became effective in August 2007; and

WHEREAS, under the Standard Rules, all transferees to a new division are covered under the active employee plan in the new division; where the defined benefit plan in the new division is closed to entrants, the accrued defined benefit (based on benefits, service and wages as of transfer date) of transferees is frozen as of transfer date.

WHEREAS, pursuant to Retirement Board action on November 10, 2010, the employing municipality or court will be allowed, on a one-time irrevocable and uniform basis, to adopt for all its MERS divisions (present and future) an alternate policy which allows all transferred employees an individual choice at the time of transfer to either be placed in: (1) the division's open plan, **or** (2) the closed plan if it is the same plan type, provided there are active employees remaining in the plan type.

WHEREAS, this alternate transfer provision applies to transferred employees only; rehired employees will continue to be enrolled into the active plan; and

NOW THEREFORE BE IT RESOLVED, that effective April 1st, 2013, the Governing Body adopts this Resolution (or for a participating court, the Chief Judge by Administrative Order) for all present and future employee divisions requiring that all transferred employees (select only one):

- ☐ shall be covered under the active employee plan in the division they are transferred into.
- ☒ shall be given the individual choice to either be placed in the open plan or the closed division if it is the same plan type (in the division from which the employee is transferred from) provided there are active employees remaining in the closed plan type.

CERTIFICATION FOR PARTICIPATING MUNICIPALITY OR COURT

I hereby certify that this Resolution was adopted by (check one):

- ☒ The Governing Body of the City of Muskegon at its meeting held on March 12, 2013.
- ☐ Administrative Order No. _____ adopted by the Chief Judge of the _____, on _____, 20____.

(Signature of Authorized Official)

City Clerk

(Title)

Example Scenarios of the Uniform Transfer Rules

Example 1

The City of Tree has two divisions: Division 01 has the MERS Defined Benefit Plan with a 2.0% multiplier. Division 99 converted from the MERS Defined Benefit Plan with a 2.25% multiplier to the MERS Defined Contribution Plan in 2000. Thus for division 99 the Defined Contribution Plan is the open plan, and the Defined Benefit Plan is the closed plan. However in this scenario the City of Tree still has active employees that are covered under the closed Defined Benefit Plan in division 99.

Under Standard Transfer Rules

John transfers from division 01 to division 99. Under the standard rules he would go into the active plan, which is the Defined Contribution Plan. John's accrued pension earned under the previous Defined Benefit Plan would be frozen and he would be enrolled in the Defined Contribution Plan moving forward.

Transfer Rules with Employee Choice

John transfers from division 01 to division 99. Under the alternative rules, he would receive the choice to either join the closed division with the same plan type (Defined Benefit) having active employees, or he could freeze his accrued pension and enroll in the open Defined Contribution Plan. If John chooses to enroll in the closed Defined Benefit Plan, then his entire accrued pension earned under the previous Defined Benefit Plan with the 2.0% multiplier would be transferred to the closed Defined Benefit Plan with the 2.25% multiplier (all defined benefit service applied to 2.25% multiplier).

Example 2

The City of Tree has two divisions: Division 01 has the MERS Defined Benefit Plan with a 2.0% multiplier. Division 99 converted from the MERS Defined Benefit Plan with a 2.25% multiplier to the MERS Defined Contribution Plan in 2000. Thus for division 99 the Defined Contribution Plan is the open plan, and the Defined Benefit Plan is the closed plan. However in this scenario the City of Tree has NO active employees under the closed Defined Benefit Plan in division 99.

Under Standard Transfer Rules

John transfers from division 01 to division 99. Under the standard rules he would go into the active plan, which is the Defined Contribution Plan. John's accrued pension earned under the previous Defined Benefit Plan would be frozen and he would be enrolled in the Defined Contribution Plan moving forward.

Transfer Rules with Employee Choice

John transfers from division 01 to division 99. He does not receive the choice to enroll in the closed Defined Benefit Plan however, because there are **NO** active employees in the closed plan. John's accrued pension earned under the previous Defined Benefit Plan would be frozen and he would be enrolled in the open Defined Contribution Plan moving forward.

MERS 2010 Restated Uniform Defined Contribution Program Resolution



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This Resolution, together with Section 19A of the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, constitute the entire Benefit Program DC ("MERS Defined Contribution Plan") Plan Document.

WHEREAS, the MERS Plan Document of 1996, effective October 1, 1996, authorized a defined contribution option (Section 19A, Benefit Program DC) as a new benefit program that a participating municipality or participating court ("court") may adopt for MERS members to be administered under the discretion of the Municipal Employees' Retirement Board as trustee and fiduciary, directly by (or through a combination of) MERS or MERS' duly-appointed third-party administrator.

WHEREAS, as a new provision, Section 19A, along with the remainder of the Plan, received from the Internal Revenue Service a Letter of Favorable Determination (dated July 8, 1997, with most current Letter dated June 15, 2005) that the Plan is a qualified Plan under Section 401(a) of the Internal Revenue Code, and an exempt trust under Section 501(a).

WHEREAS, Benefit Program DC became operational in August 1997, following the July 8, 1997, Letter of Favorable Determination.

WHEREAS, this Restated Uniform Resolution has been approved by the Board under the authority of 2004 PA 490 (amending 1996 PA 220), Section 36(2)(a); MCL 38.1536(2)(a), declaring that the Retirement Board "shall determine . . . and establish" all provisions of the retirement system. Under this authority, the Board authorized Section 19A, the Benefit Program DC, which shall not be implemented unless in strict compliance with the terms and conditions of this Restated Resolution.

- It is expressly agreed and understood as an integral and nonseverable part of this Restated Resolution that Section 43B of the Plan Document shall not apply to this Restated Uniform Resolution and its administration or interpretation.
- As provided in Plan Document Section 19A(2), in the event any alteration of the terms or conditions stated in this Restated Uniform Resolution is made or occurs, under Section 43B or other plan provision or other law, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the MERS Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty: to administer (or to have administered) the Benefit Program DC; to authorize the transfer of any defined benefit assets to the Benefit Program DC; or to continue administration by MERS (or any duly-appointed third-party administrator).

WHEREAS, concurrent with this 2010 Restated Resolution, and as a continuing obligation, this governing body has completed and approved, and submitted to MERS documents necessary for adoption and implementation of the MERS Benefit Program DC.

NOW, THEREFORE, BE IT RESOLVED that the governing body adopts MERS Benefit Program DC as provided below.

MERS 2010 Restated Uniform Defined Contribution Program Resolution

I. NEW EMPLOYEES (Plan Sec 19A(4) – (10))

AVAILABLE FOR ADOPTION SO LONG AS THE TOTAL FUNDED PERCENT OF AGGREGATE ACCRUED LIABILITIES AND VALUATION ASSETS OF ALL RESERVES SPECIFIED IN TABLE 13 (OR SUCCESSOR TABLE) FOR THE PARTICIPATING MUNICIPALITY OR COURT, AND FOR THE AFFECTED MERS BENEFIT PROGRAM CLASSIFICATION(S) OF THE MOST RECENT MERS ANNUAL ACTUARIAL VALUATION REPORT IS AT LEAST EIGHTY PERCENT (80%).

Effective the first day of April, 20 13, (to be known as the **ADOPTION DATE**),

the City of Muskegon hereby adopts Benefit Program
(MERS municipality/court)

DC for Police Command (Division 22)
(specify division #s)

first hired or rehired to the division at any time on and after the Adoption Date, and optional participation for any employee or officer of this municipality otherwise eligible to participate in MERS under Section 2B(3)(a)) of the Plan Document who has previously elected to not participate in MERS. The employer shall establish the transfer rule for transferred employees in the Employer Resolution Establishing a Uniform Transfer Provision. **ONLY THOSE EMPLOYEES ELIGIBLE FOR MERS MEMBERSHIP (SECTIONS 2B(3) AND 3 OF THE PLAN DOCUMENT) SHALL BE ELIGIBLE TO PARTICIPATE.**

(A) **CONTRIBUTIONS** shall be as allowed and specified in the MERS Defined Contribution Program Adoption Agreement (Attachment 2, completed and approved and a certified copy submitted to MERS concurrent with and incorporated by reference in this Resolution) **subject to the provisions of the Plan Document. A member is immediately vested 100% in any employee contributions (Section 19A(5)), and is vested in employer contributions under the employer vesting schedule (Section 19A(6)).**

(B) **EARNINGS** under the Adoption Agreement shall be defined as “Compensation” under Section 2A(6) of the MERS Plan Document, being the Medicare taxable wages reported on the member’s W-2 statement.

(C) **VESTING** shall be as allowed and specified under:

- (1) Plan Section 19A(6): and
- (2) the Adoption Agreement.

STOP

If covering new employees only, skip II and go to III on page 5.

STOP

MERS 2010 Restated Uniform Defined Contribution Program Resolution

II. OPTIONAL PROVISION FOR CURRENT MERS DEFINED BENEFIT MEMBERS WHERE BENEFIT PROGRAM DC FOR NEW EMPLOYEES ESTABLISHED (Plan Sec 19A(18)-(21))

THIS OPTIONAL PROVISION SHALL ONLY BE SELECTED WHERE THE TOTAL FUNDED PERCENT OF AGGREGATE ACCRUED LIABILITIES AND VALUATION ASSETS OF ALL RESERVES SPECIFIED IN TABLE 13 (OR SUCCESSOR TABLE) FOR THE PARTICIPATING MUNICIPALITY OR COURT, AND FOR THE AFFECTED MERS BENEFIT PROGRAM CLASSIFICATION(S) OF THE MOST RECENT MERS ANNUAL ACTUARIAL VALUATION REPORT IS AT LEAST EIGHTY PERCENT (80%).

IT IS ADDITIONALLY RESOLVED, as provided in each of the following paragraphs:

- (A) Effective on the **Adoption Date**, pursuant to Plan Section 19A(18) all current **MERS defined benefit** members who are members of the same employee classification described in Section I above on the **Adoption Date** shall:

THE GOVERNING BODY SHALL SELECT ONLY ONE OF THE FOLLOWING:

- ☐ where vested under this municipality's applicable MERS vesting program (10, 8, or 6 years)
- ☐ where the employee has at least the following number of years of credited service for this municipality on **Adoption Date**: _____ (insert whole number less than vesting program)
- ☐ without regard to vesting

be offered the opportunity to irrevocably elect coverage under Benefit Program DC, under the detailed procedures provided in Plan Section 19A(19)-(21).

Section 19A(19) specifies an employee's written election to participate shall be filed with MERS: (a) not earlier than the last day of the third month after this Resolution is adopted and received by MERS; and (b) not later than the first day of the first calendar month that is at least six months after MERS receives this Resolution. This means each eligible employee will have about 90 days to make the decision.

After MERS receives this Resolution, this governing body's authorized official and eligible employees will be advised by MERS of the election window timelines and other information to consider in making the irrevocable decision whether to participate in Benefit Program DC.

Participation for those electing coverage shall be effective the first day of the first calendar month at least six (6) months after MERS' receipt of the Resolution, here designated as being the month of _____, 20____, (insert month and year) which shall be known as the "**CONVERSION DATE.**"

MERS 2010 Restated Uniform Defined Contribution Program Resolution

The opportunity for current employees on the Adoption Date to participate in the Benefit Program DC shall (select one of the following two choices):

- ☐ apply to all employees who separate from or terminate employment with this municipality after the **Adoption Date** and before the **Conversion Date**, so long as the employee does not receive a retirement allowance (including distributions from Benefit Programs DC or H) from MERS based on service for this municipality.
 - ☐ not apply to any employee who separates from or terminates employment with this municipality after the **Adoption Date**.
- (B) **CONTRIBUTIONS** shall be as provided in Section I (A) above.
- (C) **EARNINGS** shall be as provided in Section I (B) above.
- (D) **VESTING** shall be as provided in Section I (C) above, and participants shall be credited, on participant written request and MERS verification of such service, with all eligible service, if any, specified in Plan Section 19A(3):

Where a member has previously acquired in the employ of any participating municipality or court:

- (a) not less than one year of defined benefit service (including Benefit Program H, Hybrid) in force with any participating municipality or court;
- (b) eligible credited service where the participating municipality or court has adopted the Reciprocal Retirement Act, 1961 PA 88;
- (c) at least 12 months in which employer contributions by a participating municipality or court have been made on behalf of the member under Benefit Program DC or Benefit Program H,

such service shall be applied toward satisfying the vesting schedule for employer contributions.

- (E) For each employee irrevocably electing to participate in Benefit Program DC, then under Plan Section 19A(21), MERS shall transfer to the member's credit (as adjusted through MERS' records to the Conversion Date) the greater of:
- (1) The member's accumulated contributions in the reserve for employee contributions; or
 - (2) The actuarial present value (as determined in Paragraph (F) below).

The transfer shall be made approximately 30 calendar days after the **Conversion Date**, and the transfer amount shall include pro-rated regular interest at the regular Board-established rate for crediting of interest on member's accumulated contribution in the defined benefit program, measured from the **Conversion Date** to the actual transfer date.

MERS 2010 Restated Uniform Defined Contribution Program Resolution

- (F) Per Plan Section 19A(21)(b)(i), the MERS Retirement Board has established the assumptions for calculation of the actuarial present value of a member's accrued benefit that may be transferred. The assumptions are:
- (1) **The interest rate in effect as of the Adoption Date, to determine actuarial present value, shall be the Board-established investment earnings rate assumption (currently eight percent (8.00%)).**
 - (2) **The funded level for the member's specific MERS division** (total funded percentage of the present value of accrued benefits which shall be determined using Termination Liability under Table 12 or successor table and valuation assets of all reserves using Table 13) **as of the Adoption Date** from the most recent MERS annual actuarial valuation report data provided by MERS' actuary. In the APV calculation, the funded level used shall be:

THE GOVERNING BODY SHALL SELECT ONLY ONE OF THE FOLLOWING:

- ☐ Table 12 Termination Liability funded level for the division (not less than 80% nor exceeding 100% funded level).
- ☐ If greater than the division's funded level but not more than 100% funded level, then MERS is directed to compute the funded percentage for the transfer calculation on _____% funded basis (insert number greater than the division's Table 12 Termination Liability funded level percentage but not more than 100%). Where less than 100% funded level exists, this governing body recognizes that such direction shall increase its pension funding liability. MERS shall not implement such direction unless the governing body forwards to MERS sufficient cash up to the funded level selected for all members prior to the Conversion Date; if sufficient cash is not forwarded, then the governing body expressly covenants with MERS and directs, as a condition of this selection, to MERS billing and the governing body remitting to MERS all contributions necessary to fund the unfunded liability occasioned by the aggregate transfer of the difference between the actual funded level for the division and funded level directed above over a period of four (4) years.

III. EFFECTIVENESS OF THIS RESTATED RESOLUTION

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution shall be filed with MERS, and MERS determines that all necessary requirements under Plan Document Section 19A, the Adoption Agreement, and this Resolution have been met. All dates for implementation of Benefit Program DC under Section 19A shall be determined by MERS from the date of filing with MERS of this 2010 Restated Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer's designated primary contact.

MERS 2010 Restated Uniform Defined Contribution Program Resolution

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred in by this governing body and MERS (and any third-party administrator selected by MERS, if applicable and necessary). Section 54 of the Plan Document shall apply to this Resolution and all acts performed under its authority. The terms and conditions of this Restated Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on
March 12, 2013.

(Signature of authorized official)

Please send MERS fully executed copy of:

- MERS 2010 Restated Uniform Defined Contribution Program Resolution (this form, MD-069)
- MERS Restated Defined Contribution Plan Adoption Agreement (MD-070)
- Certified minutes stating governing body approval, and/or union contract language

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____

(Authorized MERS signatory)

MERS Restated Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court ("court") within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Benefit Program: **Defined Contribution under MERS Plan Document ("MERS Defined Contribution Plan")** as authorized by Section 19A of the Municipal Employees' Retirement System of Michigan Plan Document. All references to "Plan Document" are to sections of the MERS Plan Document; any reference to "Plan," the "MERS Plan," "Plan Participant," "Participant," or "Program," shall mean the MERS Defined Contribution Plan, unless otherwise specified. This Adoption Agreement, together with Section 19A of the MERS Plan Document and the MERS Restated Uniform Defined Contribution Program Resolution ("Resolution"), constitute the entire MERS Benefit Program Defined Contribution Plan Document.

I. EMPLOYER: City of Muskegon
Name of municipality or court

II. EFFECTIVE DATE

1. If this is the initial Adoption Agreement relating to the MERS Defined Contribution Plan for this Division, the Effective Date of the Benefit Program here adopted shall be the first day of:
April 2013
Month and Year
2. If this is an amendment and restatement of an existing adoption agreement relating to the MERS Defined Contribution Plan for this Division, the effective date of this amendment and restatement shall be the first day of: _____. This adoption agreement is
Month and Year
intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which was originally effective on the first day of: _____.
Month and Year

III. ELIGIBILITY REQUIREMENTS

Only those Employees eligible for MERS Membership (Section 3 of the MERS Plan Document) shall be eligible to participate in the MERS Defined Contribution Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following group(s) of Employees are eligible to participate in the Plan:

Police Command Officers (Division 22)

Specify employee classification **and** division numbers

MERS Restated Defined Contribution Plan Adoption Agreement

IV. CONTRIBUTION PROVISIONS

1. The Employer shall contribute on behalf of each Participant 10.0 % of Earnings or \$ n/a for the calendar year (subject to the limitations of Sections 415(c) of the Internal Revenue Code).
2. Each Participant is required to contribute 6.0 % of Earnings for the calendar year as a condition of participation in the Plan. (Write "0" if no contribution is required.) *If other contribution options are provided, please list on separate sheet of paper and attach to Adoption Agreement.

If Employee contributions are required, an Employee shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory/Required Employee contribution. The "pick-up" provision allows the employer to direct mandatory employee contributions to be pre-tax.

☒ Yes

☐ No

[Note to Employer: Picked up contributions are excludable from the Employee's gross income under Section 414(h)(2) of the Internal Revenue Code of 1986 only if they meet the requirements of Rev. Rul. 2006-43, 2006-35 I.R.B. 329. Those requirements are (1) that the Employer must specify that the contributions, although designated as Employee contributions, are being paid by the Employer in lieu of contributions by the Employee; and (2) the Employee must not have the option of receiving the contributed amounts directly instead of having them paid by the Employer to the Plan. The execution of this Adoption Agreement by the Employer shall constitute the official action required by Revenue Ruling 2006-43.]

3. Each Employee may make a voluntary (unmatched), after-tax contribution, subject to the limitations of Section 415 of the Internal Revenue Code.
4. Employer contributions and Employee contributions shall be contributed to the Trust in accordance with the following payment schedule:

☐ Weekly

☐ Bi-weekly

☐ Monthly

V. EARNINGS

Earnings shall be defined as "compensation" under Section 2A(6) of the MERS Plan Document, being the Medicare taxable wages reported on the Employee's W-2 statement.

MERS Restated Defined Contribution Plan Adoption Agreement

VI. VESTING PROVISION FOR EMPLOYER CONTRIBUTIONS AND NORMAL RETIREMENT AGE

The Employer hereby specifies the following vesting schedule (choose one):

- ☐ Immediate Vesting upon Participation
- ☐ Cliff Vesting: The participant is 100% vested upon a stated number of years. Stated year may not exceed maximum 5 years of service:
- Stated Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
- ☒ Graded Vesting Percentage per year of service: Employers can select the percentage of vesting with the corresponding years of service, however the scale cannot exceed a maximum of six years of service to reach 100% vesting, nor less than the stated minimums below:
- | | |
|------------|--|
| <u>20</u> | % after 1 year of service. |
| <u>40</u> | % after 2 years of service. |
| <u>60</u> | % (not less than 25%) after 3 years of service. |
| <u>80</u> | % (not less than 50%) after 4 years of service. |
| <u>100</u> | % (not less than 75%) after 5 years of service. |
| <u>100</u> | % (not less than 100%) after 6 years of service. |

Notwithstanding the above, a member shall be vested in his/her entire employer contribution account, to the extent that the balance of such account has not previously been forfeited, if he/she is employed on or after his/her Normal Retirement Age. "Normal Retirement Age" shall be presumed to be age 60 (unless a different normal retirement age is here specified: 50).

In addition, notwithstanding the above, in the event of disability or death, a member or his/her beneficiary shall be vested in his/her entire employer contribution account, to the extent that the balance of such account has not previously been forfeited as described in Section 19A(7) of the MERS Plan Document.

VII. Loans (not more than two) are permitted under the Program. MERS recommendation is "No," not to allow loans: loans permit your employees to borrow against their retirement account.

☐ Yes ☒ No

VIII. The Plan will accept an eligible rollover distribution from an eligible retirement plan described in Section 401(a)(including "401(k)") or 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible deferred compensation plan described in Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code, including after-tax employee contributions, as applicable. The Plan will account separately for pre-tax and post-tax contributions and earnings thereon.

MERS Restated Defined Contribution Plan Adoption Agreement

- IX. The Employer hereby agrees to the provisions of the MERS Uniform Defined Contribution Plan and agrees that in the event of any conflict between MERS Plan Document Section 19A and the MERS Defined Contribution Plan, the provisions of Section 19A shall control.
- X. The Employer hereby appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan.
- XI. The Employer hereby agrees to the provisions of the Plan.
- XII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in the ineligibility of the Plan in the MERS Benefit Program Defined Contribution.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on
this 12th day of March, 2013.

Employer: City of Muskegon

Authorized Signature: _____

Title: Mayor

Witness: _____

Date: March 12, 2013
To: Honorable Mayor and City Commission
From: Department of Public Works – Director
RE: Water Filtration Plant Sodium Hypochlorite Feed Pump Replacement

SUMMARY OF REQUEST:

Authorize staff to purchase (2) 520US Watson-Marlow Hose pumps from the sole source bidder Mattoon-Lee for a sum of \$10,880.00.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to purchase (2) 520US Watson-Marlow Hose pumps from the sole source bidder Mattoon-Lee for a sum of \$10,880.00.

Date: February 26, 2013
To: DPW Director – Mohammed Al-Shatel
From: Water Filtration Plant
RE: Water Filtration Plant Sodium Hypochlorite Feed Pump Replacement

Staff requests approval to purchase (2) replacement Watson-Marlow sodium hypochlorite feed pumps from Mattoon-Lee, the dealer for this region for a cost of \$10,880.00. The dealer is the sole source for the pumps. The bid is attached.

Operators noted problems with control of the chlorine feed system. Pumps were sent to the dealer for inspection and repair estimates. The cost of the repair is about \$1,000.00 dollars less than a new pump, and dealer recommends replacing the pumps. Two pumps are of the same age and have same operating control failures.

The pumps are critical equipment for the plant process to be reliable.

Steve Teunis

From: Frank Comer [fcomer@mattoon-lee.com]

Sent: Tuesday, February 26, 2013 10:26 AM

To: Kevin Herbert

Cc: Steve Teunis

Subject: RE: Request for Quote

N indicates 24v. S indicates 120 v. You want a 520US pump. The N module, 24v, would be 520UN. No backplate is 520U

Frank Comer

616-307-2632

From: Kevin Herbert [mailto:kevin.herbert@shorelinecity.com]

Sent: Tuesday, February 26, 2013 10:19 AM

To: 'Frank Comer'

Cc: Steve Teunis

Subject: RE: Request for Quote

The N module should be 120v, that is what we are using. What is the lead time?

From: Frank Comer [mailto:fcomer@mattoon-lee.com]

Sent: Monday, February 25, 2013 4:07 PM

To: Kevin Herbert

Cc: Nick Kiefer; tfernandez@mattoon-lee.com; 'Jan Obrien'

Subject: RE: Request for Quote

Kevin,

The price of a 520US drive with S backplate, p/n 056.714S.00A, is \$ 5,415.00 each.

Allow \$ 50 for shipping and handling of 2 units.

I believe you want the S module, not the N module, per the attached email.

Please let me know if you have any questions.

Regards,

Frank Comer

616-307-2632

From: Kevin Herbert [mailto:kevin.herbert@shorelinecity.com]

Sent: Monday, February 25, 2013 3:31 PM

To: 'Frank Comer'

Subject: Request for Quote

Frank,

Need to replace 2 of our Watson-Marlow hose pumps 520 us. Please send me quote for the direct replacements with the N module.

2/26/2013

Steve Teunis

From: Kevin Herbert
Sent: Monday, February 25, 2013 3:31 PM
To: Steve Teunis
Subject: FW: Watson Marlow RGA#20684
Attachments: 20684-R.City of Muskegon.520UN-REM.H021053.02-25-2013.BC.pdf; IMG_2413.jpg; IMG_2414.jpg; IMG_2415.jpg; IMG_2416.jpg; IMG_2417.jpg; IMG_2418.jpg; IMG_2419.jpg; IMG_2420.jpg; IMG_2421.jpg; IMG_2428.jpg

From: Britton Cooke (WMPG US) [mailto:Britton.Cooke@wmpg.com]
Sent: Monday, February 25, 2013 2:55 PM
To: Kevin Herbert
Cc: tgeiger@mattoon-lee.com; Nick Kiefer (WMPG US)
Subject: Watson Marlow RGA#20684

Dear Kevin,

We have tested and evaluated your Watson-Marlow product here at our service location. I have attached an evaluation of what was done to your equipment, as well as the cost of any repair, which may be necessary to return your pump to usability.

Watson Marlow kindly requests a response within 30 days of receiving the attached Evaluation Report.

If we have not received a response within the 30 days, we will assume no further action is required, and the product will be returned to you.

Thank you.

Kind Regards,
Britton Cooke

Service Technician
Watson-Marlow Pumps Group
Phone:(978)-988-5338
Fax: (978) 658-0041
britton.cooke@global.spiraxsarco.com
www.watson-marlow.com
Watson-Marlow Bredel Flexicon MasoSine Alitea
NEW Qdos 30 – join the no-valve metering revolution

qdos30
Metering Pumps

2/26/2013



Watson-Marlow Pumps Group

RGA #

20684

- R

Repair Report

☐ No Reply Necessary

☒ Please Reply

Customer Information

To: Kevin Herbert
Company: City of Muskegon
Phone Number: (231) 724-4105
Fax Number:
E-Mail: kevin.herbert@shorelinecity.com

From: Britton Cooke
Date: 02/25/2013
Phone: (978)-988-5338
Fax: (978)-658-0041
Total Pages: 3

Dear, Kevin Herbert

Attached is the Repair Evaluation for RGA 20684 . The total cost for this repair is \$4,073.70

Please refer to the instructions below on how to proceed.

For repairs that require a response, please note that you have 30 days from the date on this form to respond to this report. If, after 30 days, you have not responded your equipment will be returned to you via UPS ground and the RGA will be closed.

For Non-Warranty Repairs :

Please check one of the following and return this form via fax or e-mail:

☐ REPAIR

☐ RETURN UNREPAIRED

☐ SCRAP

For Repairs:

A purchase order is required to repair your pump. Please proceed using one of the following methods:

1. Forward this form along with a purchase order made out to Watson-Marlow, Inc. for the amount specified above. All repairs will ship via UPS Ground. If you require an alternate shipping method, please contact the Service Coordinator at (800) 282-8823. You will be assessed the difference between your preferred method and UPS Ground.
2. Forward this form with your purchase order number: PO # _____
A repair order will be entered, but a hard copy PO will be required before the repaired product is shipped. Shipping charges are the same as above.

Return Unrepaired:

Your pump will be shipped back to you, in the same condition it was received, to the address on the original RGA request via UPS Ground.

Scrap:

The equipment will be disposed of at no additional charge.



Watson-Marlow Pumps Group

RG A #

20684

- R

Repair Evaluation

Customer Name: City of Muskegon

Date Received: 02/18/2013

Product Details

Pump Model: 520UN

Pumphead: 520REM

Serial Number: H021053

Evaluation Results

Customer reported Issue:

The spare supply terminal is only registering approximately 1v, possibly interface card issue. Pump output stays at constant at 1.3vdc- increasing or decreasing speed - no change in output.

Condition of Equipment on Receipt, including any missing / broken parts:

The pump was received in fair condition.

Problem(s) Identified:

The pump has been fully evaluated and tested.

The customer's report was verified. While the exact failed component on the Interface PCB could not be identified, corrosion was detected on the Interface PCB (see attached photos) and the Interface PCB needs to be replaced.

During the evaluation it was noted that the MOSFET #1 on the main control PCB has failed and the main control PCB needs to be replaced. The shaft on the motor gearbox is exhibiting excess axial movement and needs to be replaced.

During the initial inspection it was noted that the pumphead guard latch was broken and requires replacement (see attached photos). Further inspection revealed corrosion on the pumphead rotor rollers and the rotor requires replacement (see attached photos). The pumphead track assembly is also showing signs of corrosion and wear and it is more economical to replace the entire pumphead than to repair the individual components.

The electronics case has several spots of corrosion damage and should be replaced. As the keypad is adhered to the electronics case a new keypad is required. To bring the pump to current standards an earth line choke kit is required.

We believe this unit is beyond economical repair. Please consult with your local Watson Marlow sales

Run Hours: 8491 Hours

Firmware: 2.02

☐ Repaired at time of evaluation



Watson-Marlow Pumps Group

RG# 20684 - R

Repair Evaluation

Qty.	Part Number	Description	Price Each	Ext. Price
1	MNA2097A	Interface PCB	\$614.00	\$614.00
1	MNA2213A	MOTH main control PCB & motor/gearbox	\$1,865.00	\$1,865.00
1	053.1011.EM0	520REM complete pumphead assembly	\$591.00	\$591.00
1	MN2501C	520 Top Casting	\$153.00	\$153.00
1	MNA2094A	520U keypad assembly	\$304.00	\$304.00
1	SK5003	Earth choke and ribbon cable assembly	\$46.70	\$46.70
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
1		Evaluation fee	\$250.00	\$250.00
1		Shipping	\$50.00	\$50.00
				\$0.00
		Labor 2.0 Hours	\$100.00/Hour	\$200.00
			Total Repair Cost	\$4,073.70

Evaluation completed by: Britton Cooke Date: 02/25/2013

If a response is received with a purchase order within 5 working days from the date on this form, a 5% discount will be applied to the total cost of the repair.

Warranty Determination

☐ Warranty ☒ Non-Warranty ☐ Non-Warranty Concession

Warranty Terms: February 2007 to February 2012

Original Order #: 114554 Ship / Start-up Date: 03/06/2007

Service Engineer: Britton Cooke Date: 02/25/2013

Notes (root cause, recommendations):

Date: March 12, 2013
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids for:
Sanitary Sewer Lining (S-663)

SUMMARY OF REQUEST:

Award the city's portion of the County's bid to Layne Inliner, LLC out of Hilliard, OH for \$19,206 as per the engineer's recommendation for Award. The City's portion consists of lining 360' of 12" clay pipe in the alley south of Hackly between Beidler and Edgebrook to

FINANCIAL IMPACT:

The construction cost of \$19,206 plus engineering

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Award the lining of the 12" sanitary sewer line to Layne Inliner, LLC out of Hilliard, OH.

COMMITTEE RECOMMENDATION:

Bid Tabulation

Owner: Muskegon County Wastewater Management System			1st		2nd		3rd		4th		
Project Title: Ruddiman Creek Interceptor Rehabilitation - Phase II & III, RFB-13-2050			Layne Inliner, LLC 4143 Weaver Court Hilliard, OH 43026		Inland Waters Pollution Control 4086 Michigan Avenue Detroit, MI 48210		Utility Services Authority PO Box 910 Belleville, MI 48112		Instiuform Technologies 17988 Edison Avenue Chesterfield, MO 63005		
Bid Date & Time: February 26, 2013, at 2:00 pm			Project #: 2120239								
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SECTION A - MUSKEGON COUNTY WASTEWATER MANAGEMENT SYSTEM											
1	Pre and Post Insertion Video Inspection	1.0	LS	\$14,500.00	\$14,500.00	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$1,683.00	\$1,683.00
2	Construction By-Pass Operation	1.0	LS	\$50,000.00	\$50,000.00	\$85,000.00	\$85,000.00	\$45,000.00	\$45,000.00	#####	\$114,480.00
3	24" Sewer Lining, CIPP (Cleaning, Disposal, Grout and Lining)	3,870.0	LF	\$91.00	\$352,170.00	\$90.00	\$348,300.00	\$120.00	\$464,400.00	\$102.00	\$394,740.00
4	30" Sewer Lining, CIPP (Cleaning, Disposal,Grout and Lining)	910.0	LF	\$128.00	\$116,480.00	\$135.00	\$122,850.00	\$140.00	\$127,400.00	\$139.00	\$126,490.00
5	Adjust Existing Manhole to Meet Existing Grade	2.0	VF	\$380.00	\$760.00	\$750.00	\$1,500.00	\$2,100.00	\$4,200.00	\$420.00	\$840.00
6	4' Diameter Manhole Lining, PVC/P (Cleaning, Repair, Disposal and Lining)	155.0	VF	\$1,200.00	\$186,000.00	\$1,100.00	\$170,500.00	\$1,000.00	\$155,000.00	\$1,233.00	\$191,115.00
7	Flow Channel Reconstruction and Lining	16.0	Ea	\$452.00	\$7,232.00	\$600.00	\$9,600.00	\$2,100.00	\$33,600.00	\$673.00	\$10,768.00
8	Service Connection By Remote Cut (Lateral Reinstatement)	32.0	Ea	\$50.00	\$1,600.00	\$50.00	\$1,600.00	\$125.00	\$4,000.00	\$100.00	\$3,200.00
9	Remove Protruding Tap	32.0	Ea	\$250.00	\$8,000.00	\$50.00	\$1,600.00	\$300.00	\$9,600.00	\$224.00	\$7,168.00
10	Remove Existing Casting and Replace with EJIW No. 1040 Watertite with Bolt Down Cover	10.0	Ea	\$2,220.00	\$22,200.00	\$1,250.00	\$12,500.00	\$2,100.00	\$21,000.00	\$2,467.00	\$24,670.00
11	Restoration	1.0	LS	\$16,000.00	\$16,000.00	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$25,238.00	\$25,238.00
12	Soil Erosion & Sedimentation Control	1.0	LS	\$282.00	\$282.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,804.00	\$2,804.00
13	Traffic Control	1.0	LS	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$21,873.00	\$21,873.00
14	5 Year Full Warranty for Sewer Lining, CIPP	1.0	LS	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00	\$3,926.00	\$3,926.00

Bid Tabulation

Owner: Muskegon County Wastewater Management System			1st		2nd		3rd		4th		
Project Title: Ruddiman Creek Interceptor Rehabilitation - Phase II & III, RFB-13-2050			Layne Inliner, LLC 4143 Weaver Court Hilliard, OH 43026		Inland Waters Pollution Control 4086 Michigan Avenue Detroit, MI 48210		Utility Services Authority PO Box 910 Belleville, MI 48112		Instiufirm Technologies 17988 Edison Avenue Chesterfield, MO 63005		
Bid Date & Time: February 26, 2013, at 2:00 pm			Project #: 2120239								
Item No.	Description	Quantity	Unit	Section A Subtotal		Total Amount		Total Amount		Total Amount	
				Unit Price		Unit Price		Unit Price			
SECTION B - CITY OF MUSKEGON (BIEDLER ALLEY)											
15	Pre Insertion Video Inspection	1.0	LS	\$2,000.00	\$2,000.00	\$720.00	\$720.00	\$2,900.00	\$2,900.00	\$1,682.00	\$1,682.00
16	Post Insertion Video Inspection	1.0	LS	\$400.00	\$400.00	\$360.00	\$360.00	\$500.00	\$500.00	\$1,682.00	\$1,682.00
17	Construction By-Pass Operation	1.0	LS	\$2,000.00	\$2,000.00	\$250.00	\$250.00	\$10,000.00	\$10,000.00	\$2,804.00	\$2,804.00
18	12" Sewer Lining, CIPP (Cleaning, Disposal, Grout and Lining)	360.0	LF	\$30.00	\$10,800.00	\$34.00	\$12,240.00	\$32.00	\$11,520.00	\$53.00	\$19,080.00
19	Service Connection By Remote Cut (Lateral Reinstatement)	10.0	Ea	\$50.00	\$500.00	\$75.00	\$750.00	\$150.00	\$1,500.00	\$100.00	\$1,000.00
20	Remove Protruding Tap	10.0	Ea	\$250.00	\$2,500.00	\$50.00	\$500.00	\$300.00	\$3,000.00	\$224.00	\$2,240.00
21	Restoration	1.0	LS	\$500.00	\$500.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$3,589.00	\$3,589.00
22	Soil Erosion & Sedimentation Control	1.0	LS	\$6.00	\$6.00	\$250.00	\$250.00	\$200.00	\$200.00	\$2,804.00	\$2,804.00
23	5 Year Full Warranty for Sewer Lining, CIPP	1.0	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,682.00	\$1,682.00
Section B Subtotal				\$19,206.00		\$15,820.00		\$32,120.00		\$36,563.00	
Total Bid				\$798,430.00		\$854,770.00		\$931,820.00		\$965,558.00	

Prein&Newhof

Engineers ■ Surveyors ■ Environmental ■ Laboratory

February 28, 2013
2120239

Mr. Mark Eisenbarth
Muskegon County Wastewater Management System
8301 White Road
Muskegon, MI 49442

RE: Ruddiman Creek Interceptor Rehabilitation Phase II & III
RFB 13-2050

Dear Mark:

As you are aware, bids were received Tuesday on the above referenced project. Layne Inliner, LLC was the low bidder with a bid price of \$798,430.00. This is comprised of \$779,224.00 of work for Muskegon County and \$19,206.00 of work for the City of Muskegon. See attached Bid Tabulation. This is under estimate.

Further investigation shows that Layne Inliner, LLC has had numerous projects of similar scope with successful outcomes. We recommend awarding the project to Layne Inliner, LLC.

If you have any questions or need anything further feel free to contact me.

Sincerely,

Prein&Newhof



Timothy M. Bergstrom, P.E.

TMB/tmb

Enclosure

c: Mohammed Al' Shatel – City of Muskegon

Date: March 12, 2013

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Lynx Network; request for Permit Under MTRO Act

SUMMARY OF REQUEST:

Approve the attached request for a permit from the LYNX Group and authorize the Mayor to sign the attached **Unilateral permit form**.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the request for a permit to install fiber optics in the City's right of way along Laketon Ave. from Getty to Creston.

COMMITTEE RECOMMENDATION:

**METRO Act
Unilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

This permit issued this ____ day of _____, 20__ by City of Muskegon.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean City of Muskegon, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean LYNX Network Group organized under the laws of the State of Michigan whose address is 4798 Campus Dr., Kalamazoo, MI 49048.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.
 - 2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.
 - 2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.
- 2.2 Overlashing. Permittee shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:
 - 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is Lynx Network Operations, 4798 Campus Dr., Kalamazoo, MI 49048, lynxnoc@lynxnetworkgroup.com, 866-819-5969.
 - 3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Lynx Network Operations, 4798 Campus Dr., Kalamazoo, MI 49048, lynxnoc@lynxnetworkgroup.com, 866-819-5969.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Lynx Network Operations, 4798 Campus Dr., Kalamazoo, MI 49048, lynxnoc@lynxnetworkgroup.com, 866-819-5969.
- 3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Lynx Network Operations, 4798 Campus Dr., Kalamazoo, MI 49048, lynxnoc@lynxnetworkgroup.com, 866-819-5969.
- 3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.
- 3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality

will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards

adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 _____ [five years or less] from the Date of Issuance; or
- 7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or
- 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

- 11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons

or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

- 11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
 - 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
 - 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
- 11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:
 - 12.1.1 If to Municipality, to [address], with a copy to [address].
 - 12.1.2 If to Permittee, to [address], with a copy to [address].
- 12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).
- 13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.
- 13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Muskegon

By: _____
Its: _____
Date: _____

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

Lynx Network Group, Inc.

By: _____
Its: Principal
Date: 3/5/13

METRO Act Permit Application Form
Revised April 6, 2012

City of Muskegon
Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

Lynx Network Group, Inc.
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-241-6200 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at City Engineering Dept. Located: 933 Terrace St., Muskegon, MI 49440

City of Muskegon
Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By
Lynx Network Group, Inc.
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 3/5/2013

1.2 Applicant's legal name Lynx Network Group, Inc.
4798 Campus Drive Ste. 111
Kalamazoo, MI 49008

Telephone Number: 269-585-1000
Fax Number: 269-585-5902
Corporate website: www.lynxnetworkgroup.com

Name and title of Applicant's local manager (and if different) contact person regarding this application: Lori West

Mailing Address: Same as above

Telephone Number: 269-585-1001
Fax Number: 269-585-5902
E-mail Address: lwest@lynxnetworkgroup.com

1.3 Type of Entity: (Check one of the following)

- ☒ Corporation
☐ General Partnership
☐ Limited Partnership
☐ Limited Liability Company
☐ Individual
☐ Other, please describe: _____

1.4 Assumed name for doing business, if any: _____ Lynx Network Group, Inc.

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; Michigan

1.5.2 Date of incorporation/formation; June 1, 2003

1.5.3 If a subsidiary, name of ultimate parent company; N/A

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

Co-Founder/President: Chris Barber

Co-Founder/EVP/Secretary: Gregg Rutgers

Co-Founder/EVP/Treasurer: Gerald Philipp

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. State ID: 03918L

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: _____ No _____

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes **No**

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes

No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

There are no authorizations are applicable. Lynx Network Group is only offering data services for schools, government organizations, health care organizations, businesses and residential households.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

A fiber optic network connection for SAF Holland's Data Center.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

*From Getty st.
to INDUSTRIAL BLVD.
msa
3-5-13
CJR*

See Exhibit B.

2.4 Please provide an anticipated or actual construction schedule.

The project is scheduled for completion by April 2013

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

Lynx Network Group, Inc

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

Lynx Network Group, Inc

See Exhibit C for Emergency call out list.

Construction will primarily be combination of aerial and underground. Aerial will be Consumers Energy existing poles and attachments. Lynx Network Group will provide copies of joint use agreements upon completion of construction as requested.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

**Lynx Network Group, Inc
4798 Campus Drive Ste. 111
Kalamazoo, MI 49008**

3.2 Location of all records and engineering drawings, if not at local office;

Local office will retain copies of all records and engineering drawings.

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

See Exhibit C with local contact information.

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

See Exhibit D

3.4.1 Worker's compensation;

See Exhibit D

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

No Lynx vehicles will be used

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

Q3 Technologies, 5492 West H Ave., Kalamazoo, MI 49009

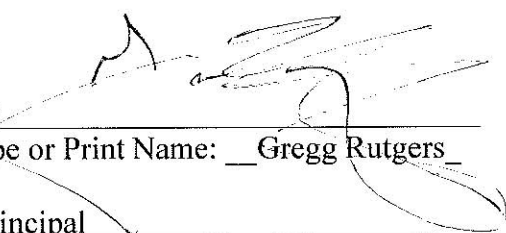
Contact: Joe Park 269-217-2696

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

Lynx Network Group, Inc.

____ 3/5/13 ____
Date

By: 
Type or Print Name: Gregg Rutgers
Principal

Title

S:\metroapplicationform.doc

DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH LIMITED LIABILITY COMPANY ANNUAL STATEMENT 2011 Due February 15, 2011 File Online at www.michigan.gov/dlesonline			
Identification Number B4181J	Limited Liability Company Name LYON NETWORK GROUP, LLC		
1. Registered agent name and mailing address of the registered office CHRISTOPHER J BARDIER P.O. BOX 237 KALAMAZOO MI 49004		IF different from Registered Agent/Service mailing address of registered office in MICHIGAN Trans Info: 7 16587095-1 02/14/11 CMB: 10789 Amt: \$25.00 ID: B4181J	
2. Principal office of the registered office 8455 W VERN RIDGE OAK ARBOR MI 48864		IF different from 2, change address of registered office (number, street, city, state, zip) to (XXXXXX).	
3. Signature of authorized member, manager or agent.	Title CTO : MICHAEL	Date 12/8/10	Power of Attorney 269 585-1600

Filing Fee: \$25.00

Annual Statement must be received by agency on or before February 15, 2011.

Annual Statement Must Be Signed

Domestic: Signature of a manager if management is vested in managers, by at least 1 member if management vests in the members or by an authorized agent of the domestic limited liability company.

Foreign: Signature of a person with authority to do so under the laws of the foreign limited liability company's jurisdiction of organization.

This year check or money order payable to the State of Michigan. Include payment of required annual statement fee in the same envelope.

Return to: Department of Energy, Labor & Economic Growth
Bureau of Commercial Services
Corporation Division
P.O. Box 30788
Lansing MI 48908
(313) 243-6370

Repealed by Section 207, Act 32, Public Acts of 1960

Do not staple any forms to this statement

DLE00000000

DO NOT DETACH THIS STUB

Identification Number: B4181J
Limited Liability Company Name: LYON NETWORK GROUP, LLCReturn this form with payment for:
Department of Energy, Labor & Economic Growth
Bureau of Commercial Services
Corporation Division
P.O. Box 30788
Lansing, MI 48908

77 7783 210041330 000023 0000002500

Exhibit B-1

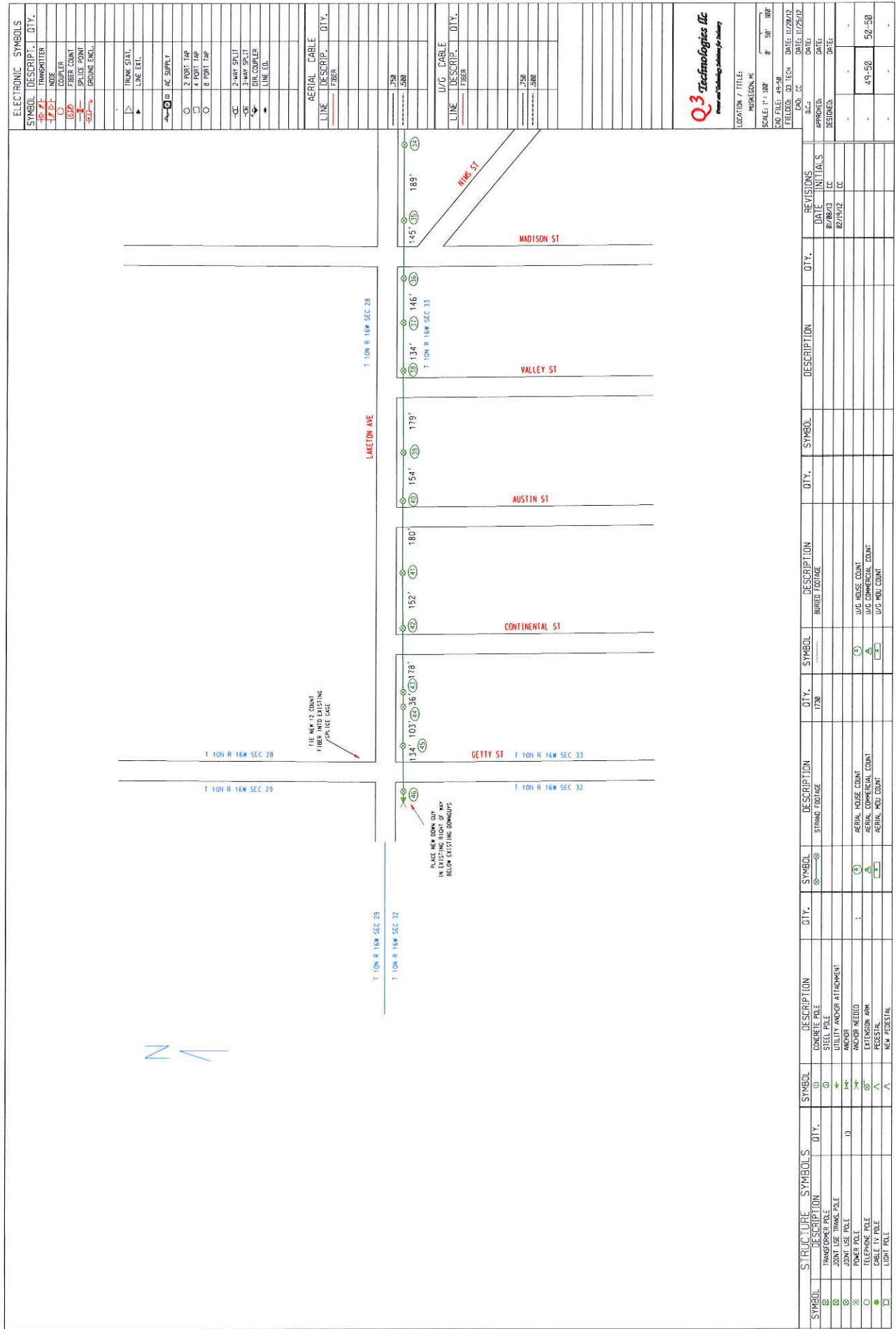
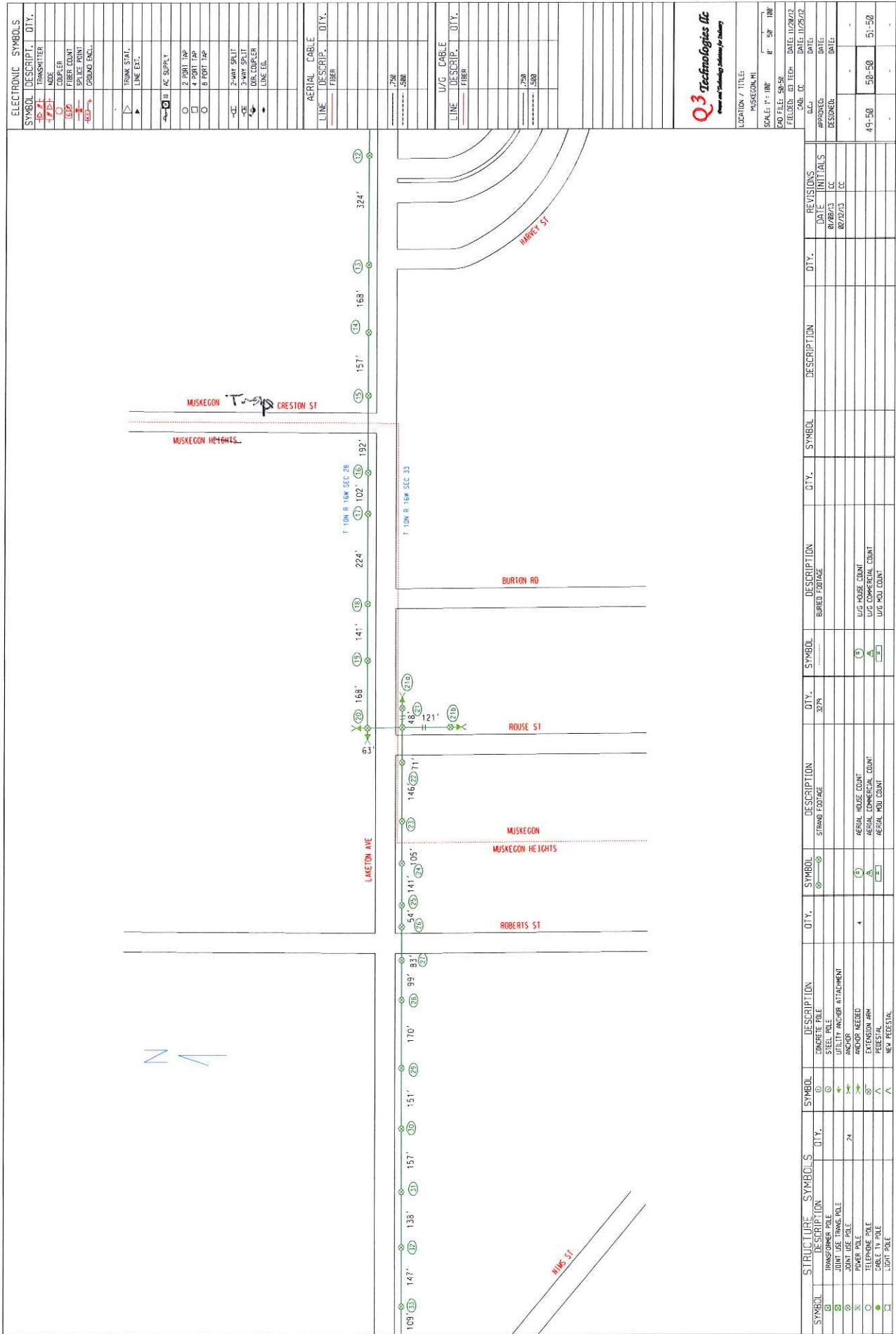
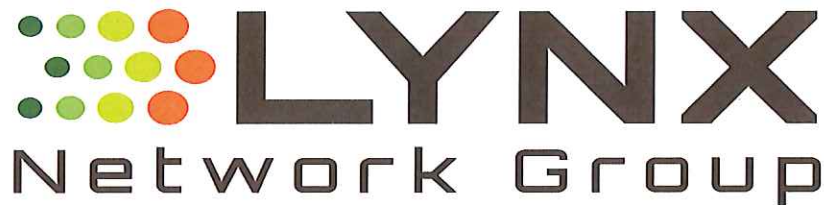


Exhibit B-2



[illegible][illegible]

Exhibit C



*"Superior Customer Service, Honesty and Integrity
have always been a top priority at Lynx Network Group
and is something that truly differentiates us from our competition."*

1st Level for Repair:

866-819-5969(LYNX)

2nd Level for Repair:

Brian Spry (269)585-1006 Office
(269)330-1171 Mobile
bspry@Lynxnetworkgroup.com

3rd Level for Repair:

CJ Veverka (269)585-1016 Office
(517)290-9600 Mobile
cveverka@lynxnetworkgroup.com

4th Level for Repair:

Chris Literski (269)585-1013 Office
(517)812-0323 Cell
cliterski@Lynxnetworkgroup.com

Executive Level Escalations for Repair:

Chris Barber (269)585-1003 Office
(231)590-5989 Mobile
cbarber@Lynxnetworkgroup.com

Gregg Rutgers (269)585-1004 Office
(269)217-2696 Mobile
grutgers@Lynxnetworkgroup.com

Gerald Philipp (269)585-1002 Office
(616)437-1325 Mobile
gphilipp@Lynxnetworkgroup.com

**24 Hour Service, Support, Repair & Maintenance
(866) 819-5969**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daly Merritt Inc. 100 Maple Wyandotte MI 48192 LYNX NETWORK GROUP INC LYNX FIBER ONE LLC P.O. BOX 237 KALAMAZOO MI 49004	CONTACT NAME: Cathy Stannis PHONE (A/C, No, Ext): (734) 283-1400 FAX (A/C, No): (734) 283-1197 E-MAIL ADDRESS: Cathy.Stannis@dalymermitt.com PRODUCER CUSTOMER ID #: 00017930 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Sentinel Ins Company 11000 INSURER B: Hartford Accident & Indemnity 22357 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** CL1271903971 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
A	CLAIMS-MADE ☒ OCCUR		35SBAPM6448	7/10/2012	7/10/2013	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					
	☒ POLICY ☐ PROJECT ☐ LOC					\$
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	ALL OWNED AUTOS		35SBAPM6448	7/10/2012	7/10/2013	BODILY INJURY (Per person) \$
	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☒ NON-OWNED AUTOS					\$
	☒ UMBRELLA LIAB ☒ OCCUR					EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DEDUCTIBLE					\$
A	☒ RETENTION \$ 10,000		35SBAPM6448	7/10/2012	7/10/2013	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N/A	35WECBK7115	7/10/2012	7/10/2013	E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$ 1,000,000
A	Technology E&O		35SBAPM6448	07/10/2012	07/10/2013	E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kyle O'Malley/STANNI

App for underground

Application Reference Number: 15648

Applicant Info

Applicant Name: LYNX NETWORK GROUP, INC.

Mailing Address: 4798 CAMPUS DR, STE 111

City: Kalamazoo

State: MI

Zip: 49008

Primary Contact

Contact Name: Gerald Phillip

Phone No: 269-585-1002

Cell Phone No:

Email Address: gphillip@lynxnetworkgroup.com

Contractor Info

Contractor Name: Q3 Technologies

Mailing Address: 5492 W H Ave

City: Kalamazoo

State:

MI

Zip:

49009

Primary Contact

Contact Name: Troy Quakenbush

Phone No: 269-388-6330

Cell Phone No:

Email Address: tquakenbush@q3-tech.com

Site Info

State Route: US31

Township Of: muskegon

County: Muskegon County

Town

Range

Section

T10N

R16W

28

Nearest Intersection:

E Laketon Ave

Side of Road:

North

Distance to the nearest intersection:

0.0 Feet

Direction from worksite to the nearest intersection on the state route: East

Work Info

Proposed Start Date:

11/19/2012

Proposed Completion Date:

11/28/2012

Purpose:

Install 1 1/4" duct under US 31 overpass beginning at nearest telephone pole on east side of US 31 continuing west under the overpass to the first telephone pole on the west side of US 31.

Requisition #:

Work Order #:

MDOT Job #:

Organizations Job #:

J12-295

Lane Closure Proposed:

No

Work Located on Restricted Route:

No

Work performed outside of time restrictions:

No

Date Submitted:

11/13/2012

Bond Info

Department Bond Number:

EB 0194

Insurance Info

**Certificate of
Insurance Number:** 39888

Attachments

Attachments Included.

Type of Work

Utilities - Longitudinal

Trenchless Pipe Installation Non-Limited Access Right-of-Way

Application Fee (Nonrefundable)

Additional fees may be applied.

\$525.00

Date: March 12, 2013

To: Honorable Mayor and City Commissioners

From: DPW/Filtration

RE: Water Treatment Plant Sluice Gates Repair

SUMMARY OF REQUEST: Authorize staff to enter into contract with Northwest Kent Mechanical Co. to repair two clearwell sluice gates for a cost of \$9,400.

FINANCIAL IMPACT:
None

BUDGET ACTION REQUIRED:
None

STAFF RECOMMENDATION: To contract with the lowest responsible bidder, Northwest Kent Mechanical Co. at cost of \$9,400, for repair of the Water Treatment Plant clearwell sluice gates.

Date: 3/4/2013

To: DPW Director

From: Water Filtration Plant Staff

Re: Sluice Gate Repair

Staff requests approval to accept the bid from Northwest Kent Mechanical Co. the lowest responsible bidder to repair **two** sluice gate valves in the finished water reservoir.

Northwest Kent Mechanical Co.	PO Box 216K 4095 16 mile rd Cedar Springs, MI 49319	\$9,400
Franklin Howerda Co.	PO Box 9100 2509 29 th st SW Wyoming, MI 49519	\$11,000
Allied Mechanical Serv., Inc.	3380 Highland Dr. Hudsonville, MI 49426	\$15,300

Attached is the scope of work and proposed bids.

Sluice gate Repairs at the Muskegon Water Filtration Plant

Project is scheduled for late March 2013. City will provide confined space equipment and an individual on-site to act as confined space entry supervisor.

Scope of work

Install valve stem on 2) Rodney Hunt Sluice gates (replacement stems are on-site) in the finished water reservoir between wells 2 & 3 (42") and also between wells 3 & 4 (30"x 60"), re-attach stem guide, set wedges, set stops (on-site also), clean and adjust as needed. The gate between wells 3&4 will need to be completed on the first day, then we will need to refill well #4 and drain down well #2 to allow work to be done on gate between wells 2&3, should take 2 days to make the transition.

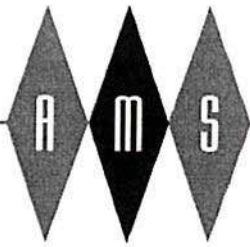
Contractor to supply drawdown pumps.

Water plant staff will draw down wells 3&4 using plant backwash water pumps. We will need to pump down an additional 700,000 gallons to completely empty these 2 wells. Pump will need to lift at least 25' and discharge to roadway/Lake Michigan (permission is in place from DEQ). After completion of valve repairs in 3&4 we will refill #4 and pump down well #2, contractor will need to pump out around 400,000 gallons. There are weight restrictions on top of well as well as limited accessibility. City staff will re-fill wells 2 & 3 at completion of work and follow established bacteriological testing procedures.

There are 3 backwash water pump foot valves, one in well #3, and 2 in well #2. These pumps/foot valves were installed in the early 60's and are in working order. We would like to have contractor inspect and make recommendations for continued reliability.

Please call with any questions or to arrange a visit.

Kevin Herbert
Muskegon Water Filtration Plant
1900 Beach St.
Muskegon, MI 49441
231-724-4105



ALLIED MECHANICAL SERVICES, INC.

PLUMBING - HEATING - AIR CONDITIONING - SHEET METAL - PROCESS PIPING

March 1, 2013

Kevin Herbert
City of Muskegon Water Filtration Plant
Muskegon, Michigan 49441

Subject: Sluice Gate Repair

Allied Mechanical Services is pleased to furnish the necessary labor, tools, and supervision to perform the subject project. Our proposal is based on our site inspection on February 25, 2013.

Scope of Work:

1. Remove existing damaged stem and guide on two (2) sluice gates. (see attached scope)
2. Re-install new Rodney Hunt 2" stem and stem guide provided by owner.
3. Remove buildup on the existing gate and mating surface on each gate.
4. Arrange for factory authorized startup and adjustment of the gate and new stem.
5. Inspect three (3) foot valves.

Clarifications:

1. Our pricing excludes any taxes.
2. Our price is based on working normal straight time hours.
3. Disinfection of the tank is by the City.
4. Initial dewatering of the tank is by the City.
5. All materials for the gate stem installation is to be provided by the City.

Price.....\$15,300.00

Thank you for requesting a proposal from Allied Mechanical Services. We look forward to working with the City of Muskegon on this project. If you have any questions, please contact our office.

Sincerely,

Rich Wackerle
Project Manager



MECHANICAL • SHEET METAL • FIRE PROTECTION • SERVICE

February 28, 2013

Mr. Kevin Herbert
Muskegon WTP
1900 Beach St.
Muskegon, MI 49442

Re: Sluice gate repair

Dear Kevin:

We are pleased to offer the following mechanical work proposal for modifications to your plant per your scope:

Repair (1) 42" and (1) 30"x 60" sluice gate in (2) clearwells.
Inspect (3) backwash water foot valves.

Work to include:

Remove existing stems and replace with new Owner provided stems and stop collars
Install existing stem guide for 42" gate
Remove 30"x 60" gate, clean gate and frame inside of tank
Reset wedges for both gates
Provide temporary diesel pump to pump down (2) tanks from 4' to approximately 1' above floor.
Provide (2) temporary submersible pumps for final pump down & backup for gate leaks.

As discussed for the 42" gate, we are resetting the wedges only.
Removal and cleaning for this gate is not included.

Total Value for this work is: \$11,000

Work not included:

Permits
City to provide person and equipment for confined space

We appreciate the opportunity to quote and look forward to working with you on this and other work.

If you have any questions, please call.

Sincerely,

Dave Reynhout
Franklin Holwerda Co.



Northwest Kent Mechanical Co.

Commercial • Industrial • Institutional

P.O. Box 216K • 4095 16 Mile Road

Cedar Springs, MI 49319

(616) 696-9026 • Fax (616) 696-9327

www.nwkentmech.com

Proposal

February 28, 2013

City of Muskegon
Kevin Herbert

Project: Water Filtration Plant sluice gate repairs –

NWK will provide labor and material for the following:

- A. – Install new stem, guide and stop (previously purchased) for faulty gate between 2&3, Install new stem (provided by the city) for gate between 3&4
- B. – Dewatering per schedule described in scope
- C. – Subcontract Hesco to commission gates and make necessary adjustments (NWK to be onsite at this time)

Note: City of Muskegon to provide all confined space equipment and personnel. NWK will not be held accountable for unforeseen leakage from other gates and will not be responsible for additional pumping expenses. Dewatering will be done from the road level. NWK will not be responsible for traffic control

Time and Material not to exceed: \$9,400

Northwest Kent Mechanical Co.
Rick Budres
Sales/Project Management
616-835-4498

Terms: Net due upon completion. A 1.5% service charge per month will be added to all accounts 30 days past due. This quotation subject to acceptance within 30 days. Signed copy constitutes an agreement to proceed as quoted.

Date: March 12, 2013
To: Mayor and City Commission
From: Water Filtration - DPW
RE: State of Michigan Public Act 399 Reliability Study

SUMMARY OF REQUEST:

Authorize staff to enter into an agreement with FTC&H for the purpose of completing a Reliability Study of the Water Filtration Plant for a cost of \$37,562.00

FINANCIAL IMPACT:

\$37,562.00.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with FTC& H, the lowest responsible bidder for a Water Plant Reliability Study for a cost of \$37,562.00.

Date: March 7, 2013

To: Mohammed Al-Shatel, Director of DPW

From: Water Filtration Plant

RE: Reliability Study Bids and staff recommendation

Reliability Study RFP bid tabulation

Company	Fee	Expected Hrs.	Notes
Fishbeck, Thompson, Carr & Huber, INC. 1515 Arboretum Dr. SE Grand Rapids, MI 49546	\$37,562.00	286 hrs	All work done inhouse. Completed past study in 2008. Most familiar with current plant.
Hubbel Roth and Clark, INC. 801 Broadway NW, Suite 215 Grand Rapids, MI 49504	\$39,300.00	383 hrs	Most work done inhouse. Completed prior engineering of plant expansion.
Jones and Henry Engineers, LTD 4791 Campus Dr Kalamazoo, MI 49008	\$35,230.00	436 hrs	No past involvement with plant, work done with county wastewater.
Black and Veatch Corp. 125 Ottawa Ave. Grand Rapids, MI 49503	\$96,000.00	666 hrs	Past work on distribution study, highest fee.

Staff recommends awarding the bid for a Water Filtration Plant 5 year Reliability Study to FTC&H , the lowest responsible bidder for a cost \$37,562.00. The study will meet the requirements as specified in the State of Michigan Public Act 399. The number of hours expected are lowest because of in house staffing and familiarity with the plant.

Date: March 12, 2013
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Recommendation for Annual Renewal of Liquor Licenses

SUMMARY OF REQUEST: To adopt a resolution recommending non-renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinances for the City of Muskegon. These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 22, 2013, they will be removed from this resolution, and recommendation for their renewal will be forwarded to the Liquor Control Commission.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the resolution.

CITY COMMISSION MEETING DATE
March 12, 2013

Date: February 11, 2013

To: Honorable Mayor and City Commissioners

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

Re: Special Event Request – Lakeshore Art Festival

SUMMARY OF REQUEST: The Muskegon Lakeshore Chamber of Commerce has filed a special event application for the Lakeshore Art Festival to be held in downtown Muskegon on July 5 and 6, 2013. A new group has taken over the event, and this is their first year. They are requesting to partner with the City and have the City sponsor a portion of the event. This would involve the waiver of City costs associated with Public Works labor and equipment rental charges, as well as costs for police services.

FINANCIAL IMPACT: Estimated police costs are \$840; estimated DPW costs will be provided.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends if the applicant organization picks up items such as picnic tables, barricades, and trash cans for distribution at the proper locations, the City will waive the equipment rental charges. This must be coordinated with City staff. The City generally does not waive charges for police officers at events.

COMMITTEE RECOMMENDATION: N/A

Date: March 12, 2013

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Grant Application for Sanitary sewer evaluation

SUMMARY OF REQUEST:

Authorize Fleis & Vandenbrink (F & V) to submit S2 Planning Grant Application to the Michigan Department of Environmental Quality soliciting funds to perform studies on the City's sanitary sewer collection system in two areas within the City, Clay Hill & Oak Grove. The studies will be performed to evaluate any I/Is (inflow and infiltration) with the aforementioned areas.

Should F & V be successful in securing the grant, they would expect to be hired to perform the studies at a cost of \$465,000. 90% of the engineering cost is covered by the grant and the City's share would be \$65,000.

It is important to realize that should we proceed with the application and we get the grant that we will be obligated to implement the recommendation within 3-years and failure to do so will result in the City having to reimburse the state any grant funds spent.

FINANCIAL IMPACT:

None at this time

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Authorize F & V to submit the grant application on behalf of the City.

COMMITTEE RECOMMENDATION:

C:\Documents and Settings\Potter\Local Settings\Temporary Internet Files\OLK8\Comm agenda authorizing F V to submit grant application 3-12-13.doc