

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 22, 2013

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
 - A. Norma DeYoung – President of Angell Neighborhood Association.
 - B. Lila DeYoung – Member of Angell Neighborhood Association.
- ❑ **INTRODUCTIONS/PRESENTATION:**
- ❑ **CONSENT AGENDA:**
 - A. Approval of Minutes. CITY CLERK
 - B. Gaming License Request from The Foundation for Muskegon Community College, Inc. CITY CLERK
 - C. Consideration of Bids for Clay Avenue, Fourth to Third. ENGINEERING
 - D. Agreement for Service – Blood Alcohol Draws. PUBLIC SAFETY
 - E. Termination of “Joint Agreement for Cooperative Programming and Facility Use Between City of Muskegon Department of Leisure Services and Muskegon Public Schools”. PLANNING & ECONOMIC DEVELOPMENT
 - F. Donating Obsolete Radio Equipment to Muskegon County Emergency Communication Services. PUBLIC WORKS
 - G. Permanent Traffic Control Order – Remove Current 25 MPH Speed Limit Sign and Install a 30 MPH Speed Limit Sign. PUBLIC WORKS
- ❑ **PUBLIC HEARINGS:**
 - A. Establishment of a Commercial Rehabilitation District at 316 Morris Avenue. PLANNING & ECONOMIC DEVELOPMENT
- ❑ **COMMUNICATIONS:**

❑ **CITY MANAGER'S REPORT:**

❑ **UNFINISHED BUSINESS:**

❑ **NEW BUSINESS:**

A. City of Muskegon Operations Management Contract: Smith Ryerson Community Center, Pastor Gregory M. Kirksey Picnic Shelter and Smith Ryerson Park Grounds. PLANNING & ECONOMIC DEVELOPMENT

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

- ***Reminder: Individuals who would like to address the City Commission shall do the following:***
- Fill out a request to speak form attached to the agenda or located in the back of the room.
- Submit the form to the City Clerk.
- Be recognized by the Chair.
- Step forward to the microphone.
- State name and address.
- Limit of 3 minutes to address the Commission.
- (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

❑ **CLOSED SESSION:**

❑ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE 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.



City of
Muskegon
State of Michigan

RESOLUTION

WHEREAS, Norma DeYoung has served as a member and President of the Angell Neighborhood Association for the past twenty-five years; and

WHEREAS, you were a great advocate of Angell Neighborhood Association and your work was vital in obtaining their 501(c)(3) status;

WHEREAS, you have been respected and admired by fellow citizens and have set a fine example for them to follow; and

WHEREAS, I would like to thank you for all of your hard work and the service you have rendered to our community;

NOW, THEREFORE, BE IT RESOLVED, that I, Stephen J. Gawron, Mayor of the City of Muskegon and speaking on behalf of the City Commission and citizens of Muskegon, would like to commend Norma DeYoung for the fine work she has done over the years making Muskegon a better place to live and wish you the very best in the future.

IN WITNESS WHEREOF, I hereunto set
my hand and cause the Seal of the City to be
affixed this 22nd day of January, 2013.

Stephen J. Gawron, Mayor



City of
Muskegon
State of Michigan

RESOLUTION

WHEREAS, Lila DeYoung has served as a member of the Angell Neighborhood Association for the past twenty-five years; and

WHEREAS, you were a great supporter of Angell Neighborhood Association during your years of service; and

WHEREAS, you have been appreciated and well-liked by fellow citizens and have set a fine standard for them to follow; and

WHEREAS, I would like to thank you for all of your hard work and the service you have given to our community;

NOW, THEREFORE, BE IT RESOLVED, that I, Stephen J. Gawron, Mayor of the City of Muskegon and speaking on behalf of the City Commission and citizens of Muskegon, would like to praise Lila DeYoung for the fine work she has done over the years making Muskegon a better place to live and wish you the very best in the future.

IN WITNESS WHEREOF, I hereunto set
my hand and cause the Seal of the City to be
affixed this 22nd day of January, 2013.

Stephen J. Gawron, Mayor

Date: January 22, 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 January 7th Commission Worksession Meeting and the January 8th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

January 7, 2013

5:30 p.m.

City Commission Chambers

MINUTES

2013-01

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

Absent: None

Liability Claim: 1491 Lexington – Estate of Ruth Achterhoff.

On December 8, 2011, a sewage backup was discovered at 1491 Lexington. The home was vacant at the time so the backup had occurred over a several day period causing 8 to 10 inches of sewage in the basemen. A blockage in the City main was determined to cause the backup. The home is owned by the Ruth Achterhoff Estate and the trustees of the estate have filed a liability claim against the City of Muskegon for damages and costs associated with the City main blockage. The trustees and MMRMA have agreed on a settlement of this claim for \$26,250. The basement was a finished basement and required \$22,250 to repair, the balance of the claim is for contents. The dollar amount of this claim requires City Commission approval.

Motion by Vice Mayor Spataro, second by Commissioner German to approve the proposed recommended settlement regarding the sewer claim.

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

Nays: None

MOTION PASSES

Congressman Huizenga.

Mayor Gawron welcomed Congressman Huizenga who thanked the Commission for inviting him to speak. He explained his office schedule and expenses and then answered questions on regional transit and the importance of the Great Lakes.

City Commission Goal Setting Date.

City Manager Bryon Mazade asked if Friday, February 8th would work for the annual Goal Setting meeting. Information will be sent out.

Any Other Business.

Discussion was held on vacating of alleys, addressing system, standards for plowing streets, use of tasers, false alarms, and parking on terrace.

Adjournment.

Motion by Commissioner Wierengo, second by Commissioner Hood to adjourn at 6:28p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 8, 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, January 8, 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 Willie German, Sue Wierengo, Byron Turnquist, Lea Markowski, and Eric Hood, City Manager Bryon Mazade, City Attorney John Schrier, and Deputy City Clerk Linda Potter.

2013-02 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the December 10th Commission Worksession Meeting and the December 11th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRD: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Setting Worksession and Commission Meetings. CITY CLERK

SUMMARY OF REQUEST: Approval of the scheduled meetings.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRD: None.

STAFF RECOMMENDATION: Approval.

C. Gaming License Request from Muskegon Bike Time Events, Inc. CITY CLERK

SUMMARY OF REQUEST: Muskegon Bike Time Events, Inc., 590 Ottawa, Muskegon, MI, is requesting a resolution recognizing them as a non-profit

organization operating in the City for the purpose of obtaining a Gaming License. They have been recognized as a 501(c)(3) organization by the State.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

D. Consideration of Bids: HVAC Cleaning at City Hall and Public Service Buildings. ENGINEERING

SUMMARY OF REQUEST: Authorize staff to enter into a contract with Krystal Kleen out of Holland to clean the HVAC systems at both City Hall for \$9,880 and Public Service Building for \$2,150. Quotes were solicited and received from three companies with Krystal Kleen submitting the lowest responsible bid. While Krystal was not the lowest bidder, the feeling among staff is that they submitted a more realistic proposal outlying the proposed work in much more details than the lowest "quote" by Modernistic thus the recommendation.

Furthermore, if the request is approved, authorize staff to incorporate the cost into the budget via the quarterly updates.

FINANCIAL IMPACT: The cost of \$12,030; \$9,880 from City Hall funds and \$2,150 from PSB fund.

BUDGET ACTION REQUIRED: None at this time; however, if the project is approved, the City Hall cost will be incorporated into the budget via the second quarterly reforecast using the savings from the Tuck Pointing parking lots paving projects.

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with Krystal Kleen to clean the HVAC system at City Hall and Public Service Building for \$12,030.

E. Appointments to Various Boards and Committees. CITY CLERK

SUMMARY OF REQUEST: To approve the appointments as recommended at the January 7th Community Relations Committee Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the appointments.

COMMITTEE RECOMMENDATION: The Community Relations Committee recommended the appointments at their January 7th meeting.

Motion by Vice Mayor Spataro, second by Commissioner Wierengo to approve the Consent Agenda as read.

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

German

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 5:40 pm.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

Date: January 22, 2013
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
**RE: Gaming License Request from The Foundation for
Muskegon Community College, Inc.**

SUMMARY OF REQUEST: The Foundation for Muskegon Community College, Inc., 221 S. Quarterline Road, Muskegon, MI, is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a Gaming License. They have been recognized as a 501(c)(3) organization by the State.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

TO: The City of Muskegon Board of Commissioners

FROM: Tina Dee, Executive Director of the Foundation for Muskegon Community College

DATE: January 15, 2013

RE: Charitable Gaming License Application

The Foundation for Muskegon Community College (FMCC) seeks City of Muskegon recognition as nonprofit organization operating in the community, for the purpose of obtaining a State of Michigan Charitable Gaming License to conduct raffles at Foundation-sponsored events.



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077552845
May 04, 2010 LTR 4168C 0
38-2363598 000000 00

00033066

BODC: TE

THE FOUNDATION FOR MUSKEGON
COMMUNITY COLLEGE INC
221 S QUARTERLINE RD
MUSKEGON MI 49442-1432

024234

Employer Identification Number: **-***3598
Person to Contact: Mrs. Jones
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 21, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in June 1981.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(3).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Cindy Thomas

Cindy Thomas
Manager, EO Determinations

Date: January 22, 2013
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids for:
Clay Ave., Fourth to Third (H-1687)

SUMMARY OF REQUEST:

Award the reconstruction of Clay Ave. from Fourth to Third & that section of Third Street between Western and Clay to McCormick Sand since they were the lowest responsible bidder with a total bid price of \$132,345.00, see attached bid tabulation.

Furthermore, if approved, authorize staff to amend the 2012/2013 CIP and increase the budgeted amount by \$45,000 for said project (from \$100,000 to \$145,000).

FINANCIAL IMPACT:

The construction cost of \$132,345 plus engineering

BUDGET ACTION REQUIRED:

Amend the 2012/13 budget by increasing the allocated amount by \$45,000 in the CIP-Major St.

STAFF RECOMMENDATION:

Award the contract to McCormick Sand and authorize staff to amend the budgeted amount into the 12/13 CIP during the 2Q reforecast.

COMMITTEE RECOMMENDATION:

CONTRACTOR						Dan Hoe Excavating, Inc.		West MI Dirtworks		Brenner Excavating		Jackson-Merkey		Connan Inc.		McCormick Sand Inc.	
ADDRESS				ENGINEER'S ESTIMATE		13664 Rocky's Rd.		PO Box 272		2841 132nd Ave.		555 E. Western Ave.		200 W. Washington		5430 Russell Rd.	
CITY/ST/ZIP						Holland, MI 49424		Fruitport, MI 49415		Hopkins, MI 49328		Muskegon, MI 49442		Zeeland, MI 49464		Twin Lake, MI 49457	
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, Max. _____	LS	1	\$5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 9,325.00	\$ 9,325.00	\$ 6,403.00	\$ 6,403.00	\$ 7,000.00	\$ 7,000.00	\$17,750.00	\$ 17,750.00	\$10,686.07	\$ 10,686.07
2	Sewer, Rem, Less than 24 inch	Ft	42	\$7.00	\$ 294.00	\$ 10.00	\$ 420.00	\$ 25.50	\$ 1,071.00	\$ 6.10	\$ 256.20	\$ 5.00	\$ 210.00	\$ 10.00	\$ 420.00	\$ 10.00	\$ 420.00
3	Sewer, Rem, 24 inch to 48 inch	Ft	447	\$9.00	\$ 4,023.00	\$ 15.00	\$ 6,705.00	\$ 13.81	\$ 6,173.07	\$ 6.85	\$ 3,061.95	\$ 6.50	\$ 2,905.50	\$ 20.00	\$ 8,940.00	\$ 11.00	\$ 4,917.00
4	Dr Structure, Rem, Modified	Ea	9	\$300.00	\$ 2,700.00	\$ 200.00	\$ 1,800.00	\$ 371.00	\$ 3,339.00	\$ 183.00	\$ 1,647.00	\$ 180.00	\$ 1,620.00	\$ 180.00	\$ 1,620.00	\$ 200.00	\$ 1,800.00
5	Sidewalk, Rem	Syd	294	\$5.00	\$ 1,470.00	\$ 3.50	\$ 1,029.00	\$ 13.92	\$ 4,092.48	\$ 4.10	\$ 1,205.40	\$ 12.65	\$ 3,719.10	\$ 6.00	\$ 1,764.00	\$ 12.00	\$ 3,528.00
6	Pavt, Rem, Modified	Syd	2683	\$3.50	\$ 9,390.50	\$ 3.50	\$ 9,390.50	\$ 3.44	\$ 9,229.52	\$ 3.05	\$ 8,183.15	\$ 6.50	\$ 17,439.50	\$ 3.50	\$ 9,390.50	\$ 2.50	\$ 6,707.50
7	Machine Grading, Modified	Sta	4.6	\$1,500.00	\$ 6,900.00	\$ 2,000.00	\$ 9,200.00	\$ 3,052.60	\$ 14,041.96	\$ 2,500.00	\$ 11,500.00	\$ 1,725.00	\$ 7,935.00	\$ 2,200.00	\$ 10,120.00	\$ 1,000.00	\$ 4,600.00
8	Erosion Control, Inlet Protection, Fabric Drop	Ea	5	\$100.00	\$ 500.00	\$ 175.00	\$ 875.00	\$ 75.00	\$ 375.00	\$ 78.70	\$ 393.50	\$ 100.00	\$ 500.00	\$ 90.00	\$ 450.00	\$ 75.00	\$ 375.00
9	Aggregate Base, 8 inch	Syd	2280	\$7.00	\$ 15,960.00	\$ 6.00	\$ 13,680.00	\$ 4.91	\$ 11,194.80	\$ 5.85	\$ 13,338.00	\$ 5.85	\$ 13,338.00	\$ 5.70	\$ 12,996.00	\$ 4.50	\$ 10,260.00
10	Maintenance Gravel, LM	Cyd	50	\$25.00	\$ 1,250.00	\$ 30.00	\$ 1,500.00	\$ 5.00	\$ 250.00	\$ 18.50	\$ 925.00	\$ 4.50	\$ 225.00	\$ 10.00	\$ 500.00	\$ 8.10	\$ 405.00
11	Sewer Bulkhead, 36 inch	Ea	2	\$300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 750.00	\$ 1,500.00	\$ 212.00	\$ 424.00	\$ 660.00	\$ 1,320.00	\$ 420.00	\$ 840.00	\$ 440.00	\$ 880.00
12	storm sewer, D.I. class 52, 12 inch	Ft	113	\$52.00	\$ 5,876.00	\$ 60.00	\$ 6,780.00	\$ 86.78	\$ 9,806.14	\$ 62.20	\$ 7,028.60	\$ 63.85	\$ 7,215.05	\$ 70.00	\$ 7,910.00	\$ 65.00	\$ 7,345.00
13	Dr Structure, Tap, 12 inch	Ea	1	\$250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 375.00	\$ 375.00	\$ 88.20	\$ 88.20	\$ 212.00	\$ 212.00	\$ 250.00	\$ 250.00	\$ 255.00	\$ 255.00
14	Dr Structure Cover, Modified	Lb	2130	\$1.50	\$ 3,195.00	\$ 2.50	\$ 5,325.00	\$ 1.95	\$ 4,153.50	\$ 1.50	\$ 3,195.00	\$ 1.05	\$ 2,236.50	\$ 1.40	\$ 2,982.00	\$ 1.50	\$ 3,195.00
15	Catch Basin 2 Ft ID Special Detail	Ea	1	\$1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00	\$ 1,637.34	\$ 1,637.34	\$ 563.50	\$ 563.50	\$ 900.00	\$ 900.00	\$ 800.00	\$ 800.00	\$ 810.00	\$ 810.00
16	Dr Structure, Adj, Case 1, Modified	Ea	2	\$350.00	\$ 700.00	\$ 450.00	\$ 900.00	\$ 500.00	\$ 1,000.00	\$ 443.50	\$ 887.00	\$ 620.00	\$ 1,240.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
17	Catch Basin Specail Detail	Ea	2	\$1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,144.00	\$ 2,288.00	\$ 1,140.00	\$ 2,280.00	\$ 1,200.00	\$ 2,400.00	\$ 1,075.00	\$ 2,150.00
18	Cold Milling HMA Surface	Syd	1112														

H-1687 CLAY AVE., FOURTH TO THIRD; THIRD, CLAY TO WESTERN AVE.BID TABULATIONS

CONTRACTOR ADDRESS CITY/ST/ZIP			ENGINEER'S ESTIMATE		KAMMINGA & ROODVOETS INC. 3435 Broadmoor Ave. SE Grand Rapids, MI 49512		Jack Dykstra Excavating 3677 3 Mile Rd. NW Grand Rapids, MI 49534		Double L Enterprises Inc. 5215 Industrial Park Dr. Montague, MI49437		Al's Excavating, Inc. 4515 134th Ave. Hamilton, MI 49419		Accurate Excavators, LLC 2821 Central Rd. Muskegon, MI 49445		Thompson Brothers Inc. 388 W. McMillan Rd. N. Muskegon, MI 49445		
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, Max. _____	LS	1	\$5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,450.00	\$ 7,450.00	\$ 15,500.00	\$ 15,500.00	\$ 8,000.00	\$ 8,000.00	\$ 7,600.00	\$ 7,600.00	\$ 6,481.42	\$ 6,481.42
2	Sewer, Rem, Less than 24 inch	Ft	42	\$7.00	\$ 294.00	\$ 5.00	\$ 210.00	\$ 30.00	\$ 1,260.00	\$ 10.50	\$ 441.00	\$ 8.00	\$ 336.00	\$ 6.00	\$ 252.00	\$ 5.00	\$ 210.00
3	Sewer, Rem, 24 inch to 48 inch	Ft	447	\$9.00	\$ 4,023.00	\$ 3.00	\$ 1,341.00	\$ 30.00	\$ 13,410.00	\$ 12.47	\$ 5,574.09	\$ 10.00	\$ 4,470.00	\$ 6.00	\$ 2,682.00	\$ 10.00	\$ 4,470.00
4	Dr Structure, Rem, Modified	Ea	9	\$300.00	\$ 2,700.00	\$ 390.00	\$ 3,510.00	\$ 400.00	\$ 3,600.00	\$ 325.00	\$ 2,925.00	\$ 150.00	\$ 1,350.00	\$ 150.00	\$ 1,350.00	\$ 300.00	\$ 2,700.00
5	Sidewalk, Rem	Syd	294	\$5.00	\$ 1,470.00	\$ 9.00	\$ 2,646.00	\$ 5.00	\$ 1,470.00	\$ 15.78	\$ 4,639.32	\$ 15.00	\$ 4,410.00	\$ 10.00	\$ 2,940.00	\$ 3.00	\$ 882.00
6	Pavt, Rem, Modified	Syd	2683	\$3.50	\$ 9,390.50	\$ 3.20	\$ 8,585.60	\$ 2.00	\$ 5,366.00	\$ 2.50	\$ 6,707.50	\$ 6.00	\$ 16,098.00	\$ 2.60	\$ 6,975.80	\$ 2.00	\$ 5,366.00
7	Machine Grading, Modified	Sta	4.6	\$1,500.00	\$ 6,900.00	\$ 1,450.00	\$ 6,670.00	\$ 2,000.00	\$ 9,200.00	\$ 1,330.00	\$ 6,118.00	\$ 1,000.00	\$ 4,600.00	\$ 710.00	\$ 3,266.00	\$ 1,470.00	\$ 6,762.00
8	Erosion Control, Inlet Protection, Fabric Drop	Ea	5	\$100.00	\$ 500.00	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00	\$ 125.00	\$ 625.00	\$ 100.00	\$ 500.00	\$ 80.00	\$ 400.00	\$ 120.00	\$ 600.00
9	Aggregate Base, 8 inch	Syd	2280	\$7.00	\$ 15,960.00	\$ 7.00	\$ 15,960.00	\$ 6.25	\$ 14,250.00	\$ 7.62	\$ 17,373.60	\$ 5.50	\$ 12,540.00	\$ 6.40	\$ 14,592.00	\$ 6.00	\$ 13,680.00
10	Maintenance Gravel, LM	Cyd	50	\$25.00	\$ 1,250.00	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00	\$ 5.00	\$ 250.00	\$ 15.00	\$ 750.00	\$ 10.00	\$ 500.00
11	Sewer Bulkhead, 36 inch	Ea	2	\$300.00	\$ 600.00	\$ 335.00	\$ 670.00	\$ 250.00	\$ 500.00	\$ 745.00	\$ 1,490.00	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00
12	storm sewer, D.I. class 52, 12 inch	Ft	113	\$52.00	\$ 5,876.00	\$ 64.00	\$ 7,232.00	\$ 75.00	\$ 8,475.00	\$ 82.34	\$ 9,304.42	\$ 50.00	\$ 5,650.00	\$ 60.00	\$ 6,780.00	\$ 56.00	\$ 6,328.00
13	Dr Structure, Tap, 12 inch	Ea	1	\$250.00	\$ 250.00	\$ 485.00	\$ 485.00	\$ 300.00	\$ 300.00	\$ 412.00	\$ 412.00	\$ 100.00	\$ 100.00	\$ 175.00	\$ 175.00	\$ 250.00	\$ 250.00
14	Dr Structure Cover, Modified	Lb	2130	\$1.50	\$ 3,195.00	\$ 1.65	\$ 3,514.50	\$ 1.30	\$ 2,769.00	\$ 2.65	\$ 5,644.50	\$ 1.35	\$ 2,875.50	\$ 1.05	\$ 2,236.50	\$ 1.90	\$ 4,047.00
15	Catch Basin 2 Ft ID Special Detail	Ea	1	\$1,000.00	\$ 1,000.00	\$ 1,150.00	\$ 1,150.00	\$ 750.00	\$ 750.00	\$ 635.00	\$ 635.00	\$ 850.00	\$ 850.00	\$ 750.00	\$ 750.00	\$ 900.00	\$ 900.00
16	Dr Structure, Adj, Case 1, Modified	Ea	2	\$350.00	\$ 700.00	\$ 465.00	\$ 930.00	\$ 400.00	\$ 800.00	\$ 457.00	\$ 914.00	\$ 500.00	\$ 1,000.00	\$ 335.00	\$ 670.00	\$ 300.00	\$ 600.00
17	Catch Basin Specail Detail	Ea	2	\$1,000.00	\$ 2,000.00	\$ 1,450.00	\$ 2,900.00	\$ 1,010.00	\$ 2,020.00	\$ 1,085.00	\$ 2,170.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00
18	Cold Milling HMA Surface	Syd	1112	\$2.50	\$ 2,780.00	\$ 2.85	\$ 3,169.20	\$ 3.00	\$ 3,336.00	\$ 2.39	\$ 2,657.68	\$ 3.00	\$ 3,336.00	\$ 2.50	\$ 2,780.00	\$ 1.50	\$ 1,668.00
19	HMA, 3C	Ton	275	\$68.00	\$ 18,700.00	\$ 61.46	\$ 16,901.50	\$ 62.00	\$ 17,050.00	\$ 61.46	\$ 16,901.50	\$ 61.46	\$ 16,901.50	\$ 64.50	\$ 17,737.50	\$ 61.00	\$ 16,775.00
20	HMA, 4C	Ton	373	\$70.00	\$ 26,110.00	\$ 69.64	\$ 25,975.72	\$ 70.00	\$ 26,110.00	\$ 69.64	\$ 25,975.72	\$ 69.64	\$ 25,975.72	\$ 73.00	\$ 27,229.00	\$ 70.00	\$ 26,110.00
21	Conc Pavt, Nonreinf, 8 inch	Syd	21	\$34.00	\$ 714.00	\$ 52.00	\$ 1,092.00	\$ 27.90	\$ 585.90	\$ 30.99	\$ 650.79	\$ 28.00	\$ 588.00	\$ 28.25	\$ 593.25	\$ 32.00	\$ 672.00
22	Driveway, Nonreinf Conc, 6 inch, Modified	Syd	26	\$30.00	\$ 780.00	\$ 40.00	\$ 1,040.00	\$ 25.20	\$ 655.20	\$ 27.72	\$ 720.72	\$ 25.00	\$ 650.00	\$ 30.50	\$ 793.00	\$ 30.00	\$ 780.00
23	Curb and Gutter, Conc, Det F4	Ft	934	\$10.00	\$ 9,340.00	\$ 14.50	\$ 13,543.00	\$ 11.00	\$ 10,274.00	\$ 11.56	\$ 10,797.04	\$ 14.00	\$ 13,076.00	\$ 11.00	\$ 10,274.00	\$ 12.00	\$ 11,208.00
24	Detectable Warning Surface	Ft	53	\$40.00	\$ 2,120.00	\$ 51.00	\$ 2,703.00	\$ 35.00	\$ 1,855.00	\$ 39.39	\$ 2,087.67	\$ 34.25	\$ 1,815.25	\$ 36.00	\$ 1,908.00	\$ 30.00	\$ 1,590.00
25	Sidewalk Ramp, Conc, 4 inch	Sft	857	\$5.00	\$ 4,285.00	\$ 3.30	\$ 2,828.10	\$ 3.55	\$ 3,042.35	\$ 4.03	\$ 3,453.71	\$ 3.75	\$ 3,213.75	\$ 3.50	\$ 2,999.50	\$ 3.50	\$ 2,999.50
26	Sidewalk, Conc, 4 inch	Sft	2165	\$2.50	\$ 5,412.50	\$ 2.75	\$ 5,953.75	\$ 2.20	\$ 4,763.00	\$ 2.36	\$ 5,109.40	\$ 2.75	\$ 5,953.75	\$ 2.60	\$ 5,629.00	\$ 2.20	\$ 4,763.00
27	Pavt Mrkg, Ovly Cold Plastic, 4 inch, White	Ft	200	\$1.75	\$ 350.00	\$ 2.05	\$ 410.00	\$ 2.05	\$ 410.00	\$ 2.35	\$ 470.00	\$ 2.05	\$ 410.00	\$ 2.10	\$ 420.00	\$ 2.05	\$ 410.00
28	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	Ft	575	\$2.35	\$ 1,351.25	\$ 3.11	\$ 1,788.25	\$ 3.15	\$ 1,811.25	\$ 3.58	\$ 2,058.50	\$ 3.11	\$ 1,788.25	\$ 3.25	\$ 1,868.75	\$ 3.11	\$ 1,788.25
29	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	Ft	85	\$5.75	\$ 488.75	\$ 9.32	\$ 792.20	\$ 9.35	\$ 794.75	\$ 10.72	\$ 911.20	\$ 9.32	\$ 792.20	\$ 9.70	\$ 824.50	\$ 9.32	\$ 792.20
30	Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	550	\$0.90	\$ 495.00	\$ 1.00	\$ 550.00	\$ 1.00	\$ 550.00	\$ 1.15	\$ 632.50	\$ 1.00	\$ 550.00	\$ 1.05	\$ 577.50	\$ 1.00	\$ 550.00
31	Barricade, Type III, High Intensity, Lighted, Furn	Ea	15	\$25.00	\$ 375.00	\$ 45.00	\$ 675.00	\$ 45.00	\$ 675.00	\$ 54.50	\$ 817.50	\$ 45.00	\$ 675.00	\$ 68.00	\$ 1,020.00	\$ 55.00	\$ 825.00
32	Barricade, Type III, High Intensity, Lighted, Oper	Ea	15	\$25.00	\$ 375.00	\$ 1.00	\$ 15.00	\$ 1.00	\$ 15.00	\$ 1.00	\$ 15.00	\$ 0.01	\$ 0.15	\$ 1.05	\$ 15.75	\$ 1.00	\$ 15.00
33	Plastic Drum, High Intensity, Furn	Ea	40	\$25.00	\$ 1,000.00	\$ 10.00	\$ 400.00	\$ 10.00	\$ 400.00	\$ 14.20	\$ 568.00	\$ 10.00	\$ 400.00	\$ 16.75	\$ 670.00	\$ 13.00	\$ 520.00
34	Plastic Drum, High Intensity, Oper	Ea	40	\$3.00	\$ 120.00	\$ 0.01	\$ 0.40	\$ 1.00	\$ 40.00	\$ 1.00	\$ 40.00	\$ 0.01	\$ 0.40	\$ 1.05	\$ 42.00	\$ 1.00	\$ 40.00
35	Sign, Type B, Temp, Prismatic, Furn	Sft	349.5	\$6.00	\$ 2,097.00	\$ 3.00	\$ 1,048.50	\$ 3.00	\$ 1,048.50	\$ 6.16	\$ 2,152.92	\$ 3.00	\$ 1,048.50	\$ 3.40	\$ 1,188.30	\$ 2.75	\$ 961.13
36	Sign, Type B, Temp, Prismatic, Oper	Sft	349.5	\$2.00	\$ 699.00	\$ 0.50	\$ 174.75	\$ 0.50	\$ 174.75	\$ 1.00	\$ 349.50	\$ 0.50	\$ 174.75	\$ 1.00	\$ 349.50	\$ 1.00	\$ 349.50
37	Topsoil Surface, Furn, 4 inch	Syd	44.5	\$2.50	\$ 111.25	\$ 2.00	\$ 89.00	\$ 10.00	\$ 445.00	\$ 10.36	\$ 461.02	\$ 10.00	\$ 445.00	\$ 3.00	\$ 133.50	\$ 10.00	\$ 445.00
38	Hydroseeding	Syd	44.5	\$0.50	\$ 22.25	\$ 6.00	\$ 267.00	\$ 5.00	\$ 222.50	\$ 4.50	\$ 200.25	\$ 5.00	\$ 222.50	\$ 5.00	\$ 222.50	\$ 4.00	\$ 178.00
39	Water Valve Box and Cover, Complete	Ea	5	\$300.00	\$ 1,500.00	\$ 525.00	\$ 2,625.00	\$ 380.00	\$ 1,900.00	\$ 390.00	\$ 1,950.00	\$ 350.00	\$ 1,750.00	\$ 375.00	\$ 1,875.00	\$ 500.00	\$ 2,500.00
40	Flowable Fill	Cyd	4	\$100.00	\$ 400.00	\$ 320.00	\$ 1,280.00	\$ 150.00	\$ 600.00	\$ 125.50	\$ 502.00	\$ 150.00	\$ 600.00	\$ 135.00	\$ 540.00	\$ 150.00	\$ 600.00

Commission Meeting Date: January 22, 2013

Date: January 11, 2013

To: Honorable Mayor and City Commissioners

From: Director Jeffrey Lewis

RE: Agreement for Service – Blood Alcohol Draws

SUMMARY OF REQUEST:

Muskegon Police Department utilizes Pro-Med Team Inc. to perform "blood alcohol draws", relating to arrested person(s) in order to determine blood alcohol content.

The service shall be provided at a rate of \$ 75.00 per draw.

The agreement shall be for the calendar year of 2013, and can be terminated within a 30-day written notice. This has been our current service vendor in the past and present.

See attachment

STAFF RECOMMENDATION:

Approved - Director Jeffrey Lewis

CITY OF MUSKEGON RESOLUTION

WHEREAS, the City of Muskegon finds it necessary to have an agreement made between the Muskegon Police Department and Professional Med Team, Inc., (Pro-Med), both agencies operating within the City of Muskegon; and

WHEREAS, the City of Muskegon Police Department has a desire to have blood alcohol draws performed by Pro-Med and desires to contract for that service: and

WHEREAS, Pro-Med is a Life Support agency licensed by the State of Michigan and approved to operate in Muskegon County. Pro-Med has the required equipment and duly trained/licensed personnel to provide the blood draw services and desires to contract with the Muskegon Police Department to provide that service.

NOW THEREFORE BE IT RESOLVED that the City Commission authorizes the Muskegon Police Department to enter an agreement for blood alcohol draws as stated.

Signed this 22nd day of January, 2013.

Stephen J. Gawron
Mayor

AGREEMENT FOR SERVICE

This Agreement is made between Muskegon Police Department and Professional Med Team, Inc. (Pro-Med), both agencies operating within Muskegon County, Michigan.

Whereas, Muskegon Police Department has a desire to have blood alcohol draws performed by Pro-Med and desires to contract for that service; and

Whereas, Pro-Med is a Life Support agency licensed by the State of Michigan and approved to operate in Muskegon County. Pro-Med has the required equipment and duly trained and licensed personnel to provide the blood draw services and desires to contract with Muskegon Police Department to provide that service.

The parties agree to the following:

1. Pro-Med will:

- a. Provide a paramedic upon request of a police officer for the purpose of performing a blood draw in order to determine the suspects blood alcohol content when analyzed by the State Police Crime Lab.
- b. Provide a bill to Muskegon Police Department at the end of each month for services rendered. Each blood draw is to be billed at a rate of \$75.00. (Muskegon Police Dept., 980 Jefferson St., Muskegon, MI 49442)

2. Muskegon Police Department will:

- a. Make payment to Professional med Team within thirty days after receipt of Pro-Med's bill. (Pro-Med, 965 Fork Street, Muskegon, MI 49442)

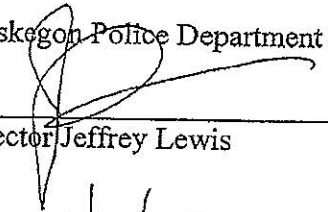
3. Termination of Service:

- a. This Agreement will remain in force unless terminated at the request of either party with thirty (30) days advanced written notice.

4. Period of Agreement:

By signing below, both parties agree to the terms outlined above. This Agreement is effective January 1, 2013 through and including December 31, 2013 or until terminated under the terms set forth in paragraph 3 above.

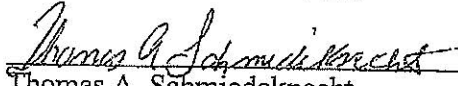
Muskegon Police Department



Director Jeffrey Lewis

Date: 1/9/13

Professional Med Team, Inc.



Thomas A. Schmiedeknecht
President

Date: January 7, 2013

Commission Meeting Date: January 22, 2013

Date: January 7, 2013
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Termination of “Joint Agreement for
Cooperative Programming & Facility Use
Between City of Muskegon Department of
Leisure Services and Muskegon Public Schools”
 (“Agreement”)**

SUMMARY OF REQUEST: A joint agreement was entered into between the City and the Schools on May 26, 1998. The Agreement outlined usage of facilities between the entities. Since much of the Agreement is no longer relevant (see attached memo), termination of the Agreement is requested.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff requests that the City Commission terminate the Agreement (attached), consistent with the “term” of the Agreement.

Memorandum- Confidential

To: Honorable Mayor and City Commission

CC: Bryon Mazade, City Manager

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

Date: 1/16/2013

Re: Termination of “Joint Agreement for Cooperative Programming & Facility Use Between City of Muskegon Department of Leisure Services and Muskegon Public Schools” (“Agreement”)

The City of Muskegon and Muskegon Public Schools entered into a joint agreement May 26, 1998. The Agreement specified usage of facilities owned by each entity for recreational programming. On January 7, 2013, Jon Felske, Muskegon Public Schools Superintendent, Bryon Mazade, Mohammed Al-Shatel and Cathy Brubaker-Clarke met to discuss the necessity (or lack thereof) for the Agreement. All participants agreed that there is no further need for the Agreement signed in 1998. There are several reasons for this. They include:

- There is no longer a formal “Leisure Services Department” in the City of Muskegon.
- Recreational programming is no longer provided by the City of Muskegon. The programming is managed by other entities granted funds by the City (e.g., the YMCA, Muskegon Public Schools, individual sports clubs).
- Some of the facilities outlined in the Agreement are either managed by other entities (e.g., Marsh Field) or no longer open (e.g., Nims School).
- Individual partnerships between the City and the Schools are handled on an individual basis (e.g., voting booths; Marsh Field).

Therefore, the City Commission is requested to terminate the Agreement signed on May 26, 1998. If you have any questions, please let me know.

98-64(d)
JOINT AGREEMENT
FOR
COOPERATIVE PROGRAMMING & FACILITY USE
BETWEEN
CITY OF MUSKEGON DEPARTMENT OF LEISURE SERVICES
AND
MUSKEGON PUBLIC SCHOOLS

PURPOSE

The City of Muskegon's Department of Leisure Services and Muskegon Public Schools have worked cooperatively, in a rather informal manner, to provide recreational programming for both youth and adults for many years. The role that recreation plays in not only improving the quality of life of a community's residents, but in building a positive social foundation for its youth, is undisputed. In this light, the City and Schools desire to enter into a partnership to insure the best utilization of the resources of both organizations in providing an increasing level of quality recreational and educational programs for the residents of Muskegon. It is understood that all activities and programs offered by either party under the terms of this agreement, are meant primarily for the benefit of the citizens of the City of Muskegon.

In an effort to form this partnership, the City of Muskegon and the Muskegon Public Schools agree to the following definition of terms and accountabilities.

DEFINITIONS

- City: The staff, organization, and facilities provided by the Muskegon Department of Leisure Services.
- Schools: The staff, organization, and facilities provided by the Muskegon Public Schools.
- Jointly Sponsored Programs: Cooperatively developed and operated programs with accountabilities agreed to and assigned between the City and Schools. Current jointly sponsored programs are outlined in Appendix A.
- Primary Sponsor: Agreed between both the City and Schools as being the agency with the major responsibilities for a particular program.
- Mutual Sponsor: Agreed between both the City and Schools as being equal in the distribution of responsibilities for a particular program.
- Secondary Sponsor: Agreed between both the City and Schools as being the agency with minor responsibilities for a particular program.

ACCOUNTABILITIES

1. The City and Schools will provide, after first meeting the internal facility needs of the respective owner, the needed space and/or facilities on a priority basis for jointly sponsored programs at no cost for rental.
2. The City and/or Schools will provide adequate staff for all jointly sponsored programs.
3. Only direct overtime salary costs, including fringe benefits and service costs, arising from a jointly sponsored program will be charged to the primary sponsor of that program, unless otherwise agreed to.
4. Arrangements for the use of buildings and/or facilities shall be made through the City and/or Schools designee.
 - A. The primary sponsor shall be responsible for filing building use permits, or adhering to other facility reservation procedures.
5. Damages to facilities or equipment incurred during jointly sponsored programs shall be the responsibility of the primary sponsor.
6. Annual and individual programs will be jointly scheduled, and planned to determine the required level of supervision, the degree of sponsorship (i.e., primary, mutual, secondary), and any anticipated charges. Such planning for annual programs shall take place by September 15th of each year.
7. This agreement shall function only in the event of jointly sponsored programs utilizing City or School facilities, current examples of which are set forth in Appendix A, and including written amendments thereto authorized by each party. Appendix A shall be reviewed annually by both parties.

INSURANCE

The City and Schools shall carry, during the duration of this agreement, the following minimum general liability coverages:

1. Bodily injury, comprehensive coverage limits of two million dollars per occurrence.
2. Property damage limits of two million dollars per occurrence.
3. All of the above insurance shall name the other party as an additional insured.
4. The parties shall exchange certificates of insurance indicating the coverages listed above.

HOLD HARMLESS CLAUSE

Each party shall hold the other harmless from any claims, demands, damages, judgments, or awards for property damage, bodily injury or death resulting solely from the negligence, gross negligence or intentional acts of themselves, their officers, agents, employees, attorneys, volunteers or third parties. Said obligations shall include responsibility for all costs, attorney fees and damages.

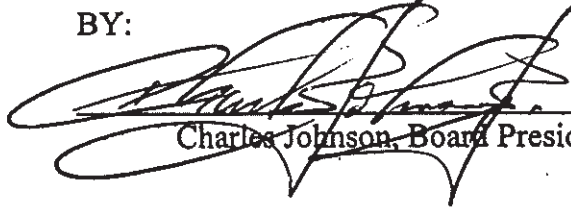
TERM

The term of this agreement shall commence May 26, 1998, and continue in full force and effect, subject to its terms and conditions, until terminated by either party.

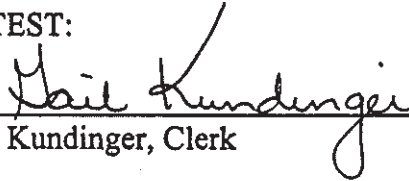
CITY OF MUSKEGON, MICHIGAN
BY:


Fred Nielsen, Mayor

MUSKEGON PUBLIC SCHOOLS
BY:


Charles Johnson, Board President

ATTEST:


Gail Kunderger, Clerk

Appendix A.

CURRENT FACILITY USES/PROGRAMS

CITY FACILITIES USED BY SCHOOLS:

Seyferth Park - Bunker Football, Picnic Shelter
McGraft Park - Tennis, Cross Country, Community Building
Park Avenue - Tennis
Marsh Field - Baseball
McCrea Park - Baseball, Softball *Buivema . GIRLS SOFTBALL*
Kruse Park - Picnic Shelters
Margaret Drake Elliot - Picnic Shelters

SCHOOL FACILITIES USED BY CITY:

Muskegon High School - Open Swim & Gym Fall/Winter, Youth Basketball, Summer Open Swim/Lessons
Bunker - Adult Basketball, Adult Indoor Soccer, Open Swim & Gym
Steele - Open Swim & Lessons, Adult Basketball
Nims School - After School Programs, Summer Playground
Moon School - After School Programs, Summer Playground
Nelson School - "Fit Kids", Summer Playground
McLaughlin School - "Fit Kids", Summer Playground
Glenside School - After School Program
Angell School - After School Program
Marquette - After School Program
Oakview - After-School Program

Date: January 22, 2013

To: Honorable Mayor and City Commissioners

From: DPW

RE: Donating obsolete Radio Equipment to Muskegon County Emergency
Communication Services

SUMMARY OF REQUEST:

Authorize staff to donate radio equipment that is no longer needed to MCECS, a non-profit organization.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize staff to Donate obsolete radio equipment.

COMMITTEE RECOMMENDATION:



MUSKEGON COUNTY EMERGENCY COMMUNICATION SERVICES, Inc.

1611 E. Oak Avenue. Muskegon, Michigan 49442 (231) 724-6046
"PROFESSIONALS BY NATURE. VOLUNTEERS BY CHOICE"

James Duram, K8COP
Emergency Coordinator/RACES
Officer

Denny Harriss, N8CTT
Assistant EC/DRO
Cent. Disp./Emerg. Serv.

Jeff Staple, W8SWX
Assistant EC/ NWS, Skywarn

Richard Strait, AC8AL
Assistant EC/ARC

Tom Porritt, K8EOD
Assistant EC/Net Manager

Barney Shreve, KC8LLN
Assistant EC/Financial

Edward Summers, KC8LBZ
Assistant EC/Communications

Frank Towsley, WA7VLH
Assistant EC/Logistics, MCV

City of Muskegon
Communications Division
1300 E Keating Street
Muskegon, Michigan 49442

January 8, 2013

Dear Darrell Hogston,

This letter is to introduce you to the Muskegon County Emergency Communication Services, Inc. We are a non-profit 501(c)3 charitable corporation. Our membership is made up of a wide cross section from the community. Our members include firemen, law enforcement officers, business owners, educators, retirees, and many others. Our group consists of Federal Communication Commission licensed radio amateur operators, also known as ham radio operators.

We provide primary and redundant communications for our served agencies. These agencies and groups are Muskegon County Emergency Services, Muskegon County Sheriff's Volunteer Dive Team, Muskegon Oceana Chapter of the American Red Cross, Blue Lake Township Fire Department Search & Rescue Team, Muskegon County HAZMAT, National Weather Service Skywarn Program, Muskegon County Medical Reserve Corps, Mercy and Hackley Hospitals.

Our group maintains, and responds with, the Muskegon County Mobile Command Vehicle. This specialized communication vehicle when requested responds to water emergencies, large scale fires, public service events, and training exercises when communications support is needed. The group also provides safety communications for numerous foot races in Muskegon County. We will also provide communications support for surrounding counties when requested by their Emergency Manager. All of our services are provided without compensation or remuneration.

We are in need of used VHF radio equipment to enhance our communication abilities, and could use any non narrow-band compliant radios for our operations.

If you have any questions feel free to give me a call.

Regards,

James C. Duram, K8COP
Muskegon County Emergency Coordinator for Amateur Radio
(231) 638-7010

Mohammed Al-Shatel

From: Darrell Hogston
Sent: Monday, January 14, 2013 2:40 PM
To: Mohammed Al-Shatel
Subject: Muskegon County ARES/RACES Letter

Mohammed,

The local ARES/RACES group has requested that the City of Muskegon donate the obsolete radio equipment - that has been removed from service to comply with the mandated FCC narrowband requirement. The Amateur Radio operators are the only group that can legally use the old wideband radios. Donating this equipment will save the time and expense required to decommission and dispose of the old radios. The ARES/RACES group will convert the radios to Amateur radio configurations and deploy them around Muskegon and Muskegon County to be used during time of emergency. I have worked with this group in the past and know that they have a good plan.

Thanks
Darrell Hogston

1/16/2013

Date: January 22, 2013

To: Honorable Mayor and City Commissioners

From: DPW

RE: Permanent Traffic Control Order – Remove current 25 MPH Speed Limit sign and Install a 30 MPH Speed Limit sign.

SUMMARY OF REQUEST:

Authorize staff to remove the current 25 MPH Speed Limit sign and install a 30 MPH Speed Limit sign on West Bound Marquette at or near Kraft Street.

FINANCIAL IMPACT:

Cost of signs and man-power to install, if approved.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approve request.

COMMITTEE RECOMMENDATION:

City of Muskegon Traffic Control Order No. 3-(2013)

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Remove the current 25 MPH Speed Limit sign and Install 30 MPH Speed Limit sign*

Location: *West Bound Marquette at or near Kraft Street*

Recommendation:

Mohamedou Isah Date: 1 / 14 / 2013
Director of Public Works
[Signature] Date: 1 / 16 / 13
Police Chief
Bryan Mayode Date: 1 / 16 / 13
City Manager

Commission Approval (required for Permanent TCO only):

_____ Date: ____ / ____ / ____
Commission Action #

Installation/removal

Date assigned: ____ / ____ / ____ By: _____
Traffic Supervisor

Date completed: ____ / ____ / ____ By: _____
Traffic Department Employee

☐ **Temporary;** does not require Commission Action, good for 90-days from Installation/Removal Date.

☐ **Permanent;** requires Commission Action

Commission Meeting Date: January 22, 2013

Date: January 16, 2013
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Public Hearing – Establishment of a Commercial Rehabilitation District – 316 Morris Ave.

SUMMARY OF REQUEST:

Pursuant to Public Act 210 of 2005, as amended, The Hinman Company has requested the establishment of a Commercial Rehabilitation District. The creation of the district will allow the building owner to apply for a Commercial Rehabilitation Certificate, which will freeze the taxable value of the building and exempt the new real property investment from local taxes. The school operating tax and the State Education Tax (SET) are still levied on the new investment. Land and personal property cannot be abated under this act.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Establishment of the Commercial Rehabilitation District.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING THE CREATION OF A COMMERCIAL REHABILITATION DISTRICT
316 Morris Ave.**

WHEREAS, the Hinman Company has requested in writing for the City to establish a Commercial Rehabilitation District at 316 Morris Ave in a letter dated December 18, 2012; and

WHEREAS, the creation of this district is calculated to and will have the reasonable likelihood to retain, create, or prevent the loss of employment in Muskegon, Michigan; and

WHEREAS, the building at this location is at least 15 years old and is located in a downtown district; and

WHEREAS, a Public Hearing was held on January 22, 2013 at which the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard;

NOW, THEREFORE, BE IT RESOLVED, the City Commission of Muskegon does hereby establish a "Commercial Rehabilitation District" for the property at 316 Morris Ave on the following described parcel of real property

CITY OF MUSKEGON REVISED PLAT OF 1903 THAT PT OF BLKS 558-562 VAC ALLEY VAC JEFFERSON ST & VAC WATER ST DESC AS FOLS COM AT W MOST COR LOT 17 OF SD BLK 561 FOR POB TH S 39D 47M E ALG ELY LN OF N FIRST ST 193.65 FT TO NLY LN OF MORRIS AVE TH N 21D 59M 27S E ALG NLY LN MORRIS AVE 203.46 FT TH N 27D 33M E ALG NLY LN MORRIS AVE 275.90 FT TO SWLY LN OF TERRACE ST(125.00 FT WIDE) TH N 62D 44M W ALG SWLY LN TERRACE ST(125 FT WIDE) 449.40 FT TH WLY ALG THE ARC OF THE 177.48 FT R CURVE TO LT A DISTANCE 138.36 FT TO ELY LN OF C&O RR ROW(THE LONG CHORD OF SD CURVE BEARS N 85D 04M W 134.90 FT)

Adopted this 22nd Day of January 2013.

Ayes:

Nays:

Absent:

BY: _____
Stephen Gawron
Mayor

ATTEST: _____
Ann Cummings
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on January 22, 2013.

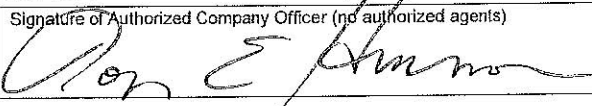
Ann Cummings
Clerk

State Use Only		
App. No.	Date Rec'd	LUCI Code

Application for Commercial Rehabilitation Exemption Certificate

Issued under authority of Public Act 210 of 2005, as amended.

Read the instructions page before completing the form. This application should be filed after the commercial rehabilitation district is established. The applicant must complete Parts 1, 2 and 3 and file one original application form (with required attachments) and one additional copy with the clerk of the local governmental unit (LGU) (2 complete sets). Attach the legal description of property on a separate sheet. This project will not receive tax benefits until approved by the State Tax Commission (STC). Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the STC.

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)			
Applicant (Company) Name (applicant must be the owner of the facility) Hinman Lake LLC			
Facility's Street Address 316 Morris Avenue	City Muskegon	State MI	ZIP Code 49440
Name of City, Township, or Village (taxing authority) City of Muskegon	County Muskegon	School District Where Facility is Located Muskegon Public	
☒ City ☐ Township ☐ Village			
Date of Rehabilitation Commencement (mm/dd/yyyy) 01/15/2013	Planned Date of Rehabilitation Completion (mm/dd/yyyy) 04/01/2013		
Estimated Cost of Rehabilitation \$450,000	Number of Years Exemption Requested (1-10) 10		
Expected Project Outcomes (check all that apply)			
☒ Increase Commercial Activity ☐ Retain Employment ☒ Revitalize Urban Areas ☒ Create Employment ☐ Prevent Loss of Employment ☒ Increase the No. of Residents in the Facility's Community			
No. of jobs to be created due to facility's rehabilitation 40	No. of jobs to be retained due to facility's rehabilitation	No. of construction jobs to be created during rehabilitation 25	
PART 2: APPLICATION DOCUMENTS			
Prepare and attach the following items:			
☒ General description of the facility (year built, original use, most recent use, number of stories, square footage)		☒ Time schedule for undertaking and completing the facility's rehabilitation	
☒ General description of the rehabilitated facility's proposed use		☒ Statement of the economic advantages expected from the exemption	
☒ Description of the general nature and extent of the rehabilitation to be undertaken		☒ Legal description	
☒ Descriptive list of the fixed building equipment that will be a part of the rehabilitated facility			
PART 3: APPLICANT CERTIFICATION			
Name of Authorized Company Officer (no authorized agents) Roger E. Hinman		Telephone Number (269) 342-8600	
Fax Number (269) 585-6219		E-mail Address andyw@hinmancompany.com	
Street Address 750 Trade Centre Way, Suite 100	City Kalamazoo	State MI	ZIP Code 49002
I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 210 of 2005, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Rehabilitation Exemption Certificate by the State Tax Commission. I further certify that this rehabilitation program, when completed, will constitute a rehabilitated facility, as defined by Public Act 210 of 2005, as amended, and that the rehabilitation of this facility would not have been undertaken without my receipt of the exemption certificate.			
Signature of Authorized Company Officer (no authorized agents) 		Title Member	Date 12-10-2012

RECEIVED

JAN 07 2013

CITY OF MUSKEGON
PLANNING DEPARTMENT

PART 4: ASSESSOR RECOMMENDATIONS (assessor of LGU must complete Part 4)				
Provide the Taxable Value and State Equalized Value of Commercial Property, as provided in Public Act 210 of 2005, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC).				
	Taxable Value		State Equalized Value (SEV)	
Land				
Building(s)				
Name of Local Government Body			Date of Action on Application	
Assessor's Name (first and last)		Telephone Number		
Fax Number		E-mail Address		
PART 5: LOCAL GOVERNMENT ACTION (clerk of LGU must complete Part 5)				
Action Taken By LGU (attach a certified copy of the resolution):				
☐ Exemption approved for _____ years, ending December 30, _____ (not to exceed 10 years)				
☐ Exemption Denied				
Date District Established (attach resolution for district)		Local Unit Classification Identification (LUCI) Code		School Code
PART 6: LOCAL GOVERNMENT CLERK CERTIFICATION (clerk of LGU must complete Part 6)				
Clerk's Name (first and last)		Telephone Number		
Fax Number		E-mail Address		
Mailing Address		City	State	ZIP Code
LGU Contact Person for Additional Information		LGU Contact Person Telephone Number		Fax Number
<i>I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate and hereby request the State Tax Commission issue a Commercial Rehabilitation Exemption Certificate, as provided by Public Act 210 of 2005, as amended.</i>				
Clerk Signature			Date	

The clerk must retain the original application at the local unit and mail one copy of the completed application with attachments to:

State Tax Commission
 Michigan Department of Treasury
 P.O. Box 30471
 Lansing, MI 48909

Commission Meeting Date: January 22, 2013

Date: January 14, 2013
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: City Of Muskegon Operations Management
Contract: Smith Ryerson Community Center,
Pastor Gregory M. Kirksey Picnic Shelter And
Smith Ryerson Park Grounds

SUMMARY OF REQUEST: The Muskegon Recreational Center (MRC), Inc. has been managing the Smith Ryerson Community Center since July 2006. The management has been successful, with many area youth (as well as others in the community) being served. However, those involved with the MRC would now like to turn over the management of the facility to New Hope Baptist Church. Mr. Ray, who has been the actual site manager of the facility, will continue to be site manager (he is a member of New Hope Baptist Church).

FINANCIAL IMPACT: The Contract specifies that the Manager will receive its management fee through the revenue generated at the Center.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached Contract and authorize the Director of Community & Economic Development and the City Clerk signatures.

Original

**CITY OF MUSKEGON
OPERATIONS MANAGEMENT CONTRACT
SMITH RYERSON COMMUNITY CENTER, PASTOR GREGORY M. KIRKSEY
PICNIC SHELTER AND SMITH RYERSON PARK GROUNDS**

This is a Contract, effective January 23, 2013, for the management of the entire operations, management and promotion of the Smith Ryerson Community Center ("Center"), Pastor Gregory M. Kirksey Picnic Shelter ("Shelter") and Smith Ryerson Park ("Park") grounds, made between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City") and **New Hope Baptist Church** of 560 Yuba Street, Muskegon, MI, 49442 ("Manager").

Background

The **City** is the owner of the Center, the Shelter and Park grounds, located at 500 Wood Street, Muskegon, Michigan, 49442. The **Manager** has provided the City with a proposal for its services to manage the Center, the Shelter and Park grounds. In the event of any conflict, this Contract prevails over any terms in the proposal.

Therefore, the parties agree as follows:

1. **Management; Operation; Maintenance; Improvements.** The Manager agrees to perform all acts and assume all responsibilities for the management, operation, maintenance and improvements of the Center, as well as the Shelter on site. The Manager's responsibilities include, but are not limited to, all operation of the buildings and their systems, complete maintenance thereof, repairs, cleaning, snow removal, and improvements to the buildings and the premises necessary for the efficient, timely and full operation thereof. In addition, the Manager shall be responsible for Shelter reservations, trash removal from trash cans in the park to the Dumpster, mowing and trimming the entire Smith Ryerson Park, providing trash bags and graffiti removal within five (5) days from when it appears on all surfaces in the Park, with the exception of cement and/or asphalt services. If graffiti appears on cement or asphalt services, the Manager shall notify the City and the City will remove the graffiti. The Manager's responsibility shall further include the retaining and hiring of all personnel or, if approved by the City, independent contractors, for the purpose of carrying out all the responsibilities and functions of the Manager. The Manager may make improvements to the facilities, upon written approval from the City. If improvements are made, they must meet The American's With Disabilities Act (ADA). Also, all Michigan Occupational Safety and Health Administration (MIOSHA) rules must be adhered to. The City is responsible for repair and improvements to the Park grounds and facilities not related to the Center and the Shelter.

2. **Expenses.** The Manager shall pay on a timely basis, without incurring any cost of default or penalties, all expenses, payroll, payroll taxes, benefits, taxes, if any, and costs of any kind necessary or related to the complete performance of its responsibilities as Manager. The Manager shall pay 25% of the revenue derived from facility rentals (including the Center and the Shelter) towards utility costs. The City will pay the remainder of the utility costs.

3. **Manager; Agency Status.** The Manager shall carry on the responsibilities set forth above, and all incidental or related performances, functions or acts, and shall pay all the said expenses and costs, all on behalf of the City.

4. **Level of Performance; Standards; Prices.** The Manager's performance and assumption of the responsibilities undertaken by this Contract shall be carried out and performed to the satisfaction of the City, in its sole judgment and discretion. The Manager shall charge reasonable prices and fees for all paid

events and from all paid users, concessionaires and others, which shall be reviewed and adjusted by the City at its option. In the case of the Shelter, the Manager shall charge the same fees and use the same general rules as those used by the City for the other City park picnic shelters and individual picnic table rentals.

5. Participants It is the intent of the City that the Center be used for programs involving the youth of the City of Muskegon. The Manager shall keep a log of all participants using the Center, their age group and their residence and submit that report on a quarterly basis to the City's Director of Community & Economic Development. Use of the park and general use of the facilities is available free of charge to the public. Reservations of facilities will entail a fee. Port City Football will be allowed to use the Park at no charge, in order to conduct practices and hold games.

6. City of Muskegon recreation programming. The City will be allowed to use the facility for summer programming during the week (Monday- Friday), if needed, at no charge. The City will notify the Manager if usage is required. City staff will coordinate with the Manager to ensure the building is maintained and in order for weekend rentals.

7. Quarterly Reports. The Manager shall provide the City with quarterly reports detailing all income and expenditures. Manager shall also provide the City with a copy of the participant log for the Center on a quarterly basis.

8. Management Fee. For its management and maintenance services, the Manager shall be entitled to keep seventy-five percent (75%) of any and all revenue generated at the Center and Shelter as a management fee. The said management fee shall be the sole compensation to the Manager, and Manager shall pay all the expenses contemplated by this Contract without further payments from the City.

9. Records; Audit of Financial Information. The Manager shall afford the City at reasonable times every opportunity to examine its financial records, books, bank accounts, evidence of receipts and expenses, invoices, any computer records, and any other information deemed appropriate by the City in order to verify the receipts, uses and payment of funds by the Manager under this Contract. For said purpose the Manager shall provide the City with all necessary means to access any computer records, programs, systems, databases or other information. Copies of any information required by the City, whether on paper or by computer media, as requested by the City, shall be afforded the City immediately upon its request.

10. Possession; Termination. The parties agree that possession during the term of this management contract remains with the City. The Manager shall act as an agent of the City, and its presence and possession in the Center is carried on entirely on behalf of the City. This Contract shall not be construed as a lease or to give Manager any property right whatsoever in the Center for any purpose. In the event of lawful termination either before the term of this Contract or at the end thereof, Manager shall vacate the premises without any notice or necessity of judicial proceedings.

11. Property; Termination. All portable property purchased by the Manager or donated to the Manager shall be retained by the Manager when this Agreement terminates, with the exception that any property left on the premises fourteen (14) days after termination shall be deemed to be the property of the City. All property owned by the City and used by the Manager shall remain the property of the City.

12. Condition of the Premises and Property. On termination, the Manager shall deliver all the property and the premises to the City in good and useable condition, except for the effects of ordinary wear and tear. Manager shall be immediately responsible for any repairs necessary to restore any property, whether real or personal, fixtures or otherwise, to the said condition.

13. Term. The term of this Contract shall be two (2) years from the effective date, provided that either party may terminate this Contract without cause, effective upon 60 days written notice to the other party.

14. Insurance. The Manager shall obtain insurances required by the City in at least the coverage amounts set forth below. In all the following coverages except workers' compensation insurance, the City shall be named as additional insured or loss payee, and each policy shall carry the commitment by the company that no cancellation shall be effective against the City without thirty (30) days written notice to the City:

1.1. Comprehensive general liability insurance. The Manager shall obtain a comprehensive liability insurance policy through a company licensed to do business in Michigan and acceptable to the City, carrying limits of at least \$1,000,000, single limit.

1.2. Workers' compensation insurance. The Manager shall carry workers' compensation insurance in the amounts required by state law.

1.3. Other insurances. Any insurances which are available and which are especially appropriate for the operation of the Center, such as coverages involving professional or amateur boxing and the like, covering liability and the cost of injuries to persons and property shall be obtained by the Manager, with liability coverages carrying at least a single limit of \$1,000,000.

15. Insurance Notices. Cancellation Notice: Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that, in order to be effective, thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

City of Muskegon
Attn: City Manager
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536

16. Assignment. The Manager may not assign this Contract. Any attempted assignment or change in entity of the Manager shall constitute a violation of this Contract and cause immediate termination in the City's discretion.

17. Hold Harmless and Indemnity. To the fullest extent permitted by law, Manager agrees to defend, pay in behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working in behalf of it against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working in behalf of it, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract.

18. Duties of the City.

18.1 Lawn Mowing; Supplies. The City shall provide the Center with lawn mowing equipment and dumpster/s.

18.2 Utilities. Interruption of utility service shall not result in any damages or claim against the City. Manager covenants that it will not unnecessarily use the gas, utility, and water

utilities at the Center. If City determines, in its sole discretion, that Manager is using the utilities in a wasteful manner, City shall have the right to charge the Manager for the excess utility costs.

18.3 Concession Stand. The City will be responsible for maintenance and repair of the concession stand, as well as concession stand rentals.

19. General Provisions.

19.1 Independent Contractor. The Manager is an independent contractor and not an employee of the City. Manager is responsible for all its own personnel and all other expenses and costs as set forth in this Contract and shall not have recourse to the City for any claims involving the said expenses or costs.

19.2 Corporate Status. Manager warrants that it is a Michigan non-profit corporation in good standing and is authorized to perform this Contract.

19.3 Equal Employment Opportunity; Discrimination. The Manager shall not discriminate unlawfully against any person in violation of any law or rule of the City, the County, the State of Michigan or the federal government, in employment, services or any other respect. The Manager shall comply in each and every way with the City of Muskegon's affirmative action plans or policies, and shall never discriminate against any person based on race or any other protected status under the laws of the State or the United States.

20. **Defaults.** Violation of any of the provisions of this Contract by the Manager, and failure to remedy or cure such violation within thirty (30) days after written notice of such violation from the City, shall constitute default by the Manager and constitute cause for immediate termination of this Contract:

21. **Non-Waiver.** Failure to enforce any remedy for a breach or a violation of this Contract shall not constitute waiver of subsequent breaches or violations.

22. **Remedies of the Manager.** In the event the City breaches this Contract in any way, or the Manager determines that a breach or failure to observe any covenant or condition by the City has occurred, the Manager's sole remedy shall be termination of this Contract. The Manager shall not be entitled to any damages for breach of contract, or to any injunctive relief to enforce this Contract. In the event there are sums legally due to the Manager at the time of such termination they shall be paid forthwith, but no consequential damage or damages for breach shall be awarded or available to the Manager.

23. **Liens.** The Manager shall be responsible for protecting the Center from any and all liens, mortgages, security interests or claims for any interest in any property.

24. **Counterparts.** This Contract may be executed in counterparts, and each set of duly delivered identical counterparts that includes all signatories shall be deemed to be one original document.

25. **Governing Law.** This Contract shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan.

26. **No Third Party Beneficiary.** This Contract shall benefit only the parties to this Contract, and not any third party.

27. **Notices.** All notices, approvals, consents and other communications required under this Contract shall be in writing and, except when receipt is required to start the running of a period of time, shall be deemed given: (i) when delivered in person; (ii) when sent by telephone facsimile or e-mail, (the sender shall also mail or send a "hard copy" following the facsimile or e-mail, however, the notice shall be effective upon the transmission of the facsimile or e-mail); (iii) one (1) day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or, (iv) two (2) days after posting in the United States Mail, first-class. Notices shall be sent to the parties at their address stated above.

NEW HOPE BAPTIST CHURCH

By: *Sims Ray*
Sims Ray, Deacon

Dated: 1-16, 2013

CITY OF MUSKEGON

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

Dated: _____, 2013

By: _____
Ann Marie Cummings, City Clerk

Dated: _____, 2013