

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 27, 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. 2013 – 2014 Muskegon High School Community Officer Agreement. PUBLIC SAFETY
 - C. Emergency Pump Replacement of Sherman Lift Station. PUBLIC WORKS
 - D. City – MDOT Agreement for the Reconstruction of Laketon Avenue between Park and Peck. ENGINEERING
 - E. Request to Re-Float Ten Finger Piers at Hartshorn Marina. PUBLIC WORKS
 - F. Youth Basketball League and Open Gym Proposal – Muskegon Public Schools. PLANNING & ECONOMIC DEVELOPMENT
 - G. Gaming License Request from the Muskegon Rotary Foundation. CITY CLERK
- ❑ **PUBLIC HEARINGS:**
 - A. Issuance of a Commercial Rehabilitation Certificate – 316 Morris Avenue. PLANNING & ECONOMIC DEVELOPMENT
 - B. Establishment of a Commercial Rehabilitation District – 500 W. Western Avenue. PLANNING & ECONOMIC DEVELOPMENT
- ❑ **COMMUNICATIONS:**
- ❑ **CITY MANAGER'S REPORT:**

❑ **UNFINISHED BUSINESS:**

❑ **NEW BUSINESS:**

❑ **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: August 27, 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 August 12th Commission Worksession Meeting, and the August 13th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
August 12, 2013
City Commission Chambers
5:30 PM

MINUTES

2013-67

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

Absent: None.

Smartzone Discussion.

In 2011 the City Commission approved an agreement to transfer the development agreement from Belmont, LLC to Muskegon Lakefront, LLC. Although the City Commission approved the agreement, it has not been signed because obligations have not been met.

Part of the agreement with Belmont Farms, LLC allows the City to place the special assessment back onto the property, approximately \$500,000.

There are two obligations that need to be made and kept. The first is the Brownfield Loan. It was in default, but has been caught up. The second is the obligation that two units begin construction by December 31, 2012.

The City is obligated to pay the debt service for the MAREC Center.

Tim Paul and Bryon Mazade met with representatives last week to discuss the situation.

Looking for today – make sure there is a good understanding of the situation and any direction you want to give staff, we would welcome that.

The City Commission, by consensus, authorized the City Manager to negotiate and see if both sides can come to a consensus on a new agreement. The City Manager is directed to make contact and be ready to take action if a consensus can not be reached in 30 days.

Farmer's Market/Bike Time.

Mayor Gawron reiterated the Commission's stand that the Farmer's Market would come first over festivals. The farmers have indicated they do not believe the Farmer's Market will work by sharing the space with festivals.

Commissioner Hood agreed and indicated that he spoke to some of the farmers and they do not believe it will work. As much as he would like to see it work, a promise was made to the Farmer's Market that they would be put first.

Commissioners stressed how much they enjoy Bike Time and want to see it continue to be successful.

Clyde Whitehouse, owner of Hot Rod Harley Davidson, spoke. Bike Time is suggesting to have a survey to see how the crowd feels. He believes there may be some confusion of what the proposal actually is and thinks bringing 100,000 additional people to the market will be

beneficial. Bike Time also proposes to promote the market all year through their promotional material. It is being requested that a decision be withheld until a survey can take place.

Moved by Vice Mayor Spataro, seconded by Commissioner Wierengo that the vendor rules for the Muskegon Farmer's Market will not be altered and we will not compete with any other existing festival/special events.

ROLL CALL VOTE:

**Ayes: Markowski, Gawron, Hood, Spataro, German, Wierengo, and Turnquist.
Nays: None.**

MOTION PASSES

Adjournment.

Motion by Commissioner Hood, seconded by Commissioner Spataro to adjourn at 7:32 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 13, 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, August 13, 2013.

Mayor Gawron opened the meeting with a prayer from Mr. George Monroe from the Evanston Avenue Baptist Church 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, and Byron Turnquist, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

Absent: Commissioners Lea Markowski (arrived at 5:37 p.m.)

2013-68 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the July 23rd City Commission Meeting and the July 30th, 31st and August 5th Special Commission Meetings.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

C. Letter of Support to WMSRDC's Great Lakes Fisheries Trust Grant Application. PUBLIC WORKS

SUMMARY OF REQUEST: Support the West Michigan Shoreline Regional Development's efforts to secure Fisheries grant to construct approximately 800' of bike trail, fishing stations and possibly a picnic shelter (depending on the dollars available) on the Hartshorne peninsula's pier and authorize the Mayor to sign the letter of support.

FINANCIAL IMPACT: None to the City, however, the application is expected to request around \$200,000.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Endorse WMSRDC's efforts and authorize the Mayor to sign the letter of support.

E. SECOND READING: Fireworks Ordinance Amendment. PUBLIC SAFETY

SUMMARY OF REQUEST: It is requested the City Commission approve the Ordinance Amendment which provides for the regulation of the ignition, discharge and use of consumer fireworks, as allowed under the Michigan Fireworks Safety Act.

The ordinance specifically limits the days and hours Consumer fireworks may be ignited, discharged or used in the City. The ordinance prohibits the use of fireworks while under the influence of alcohol or drugs. The Public Safety Office wants to ensure no person shall recklessly endanger the life, health, safety, or well-being of any person by the ignition, discharge, or use of consumer fireworks.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Ordinance as presented.

Motion by Vice Mayor Spataro, second by Commissioner Hood to adopt the Consent Agenda as presented with the exception of items B and D.

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

Nays: None

MOTION PASSES

2013-69 ITEMS REMOVED FROM THE CONSENT AGENDA:

B. Concession Contract for Concession Building at Pere Marquette Park.

PUBLIC WORKS

SUMMARY OF REQUEST: Staff is asking permission to enter into a one-year contractual agreement for 2014 with Morse and Jinger Michael of Moji Inc. (DBA The Beach Cove) for operating a Concession called "The Beach Cove" ("The Island" Concession) at Pere Marquette Park.

FINANCIAL IMPACT: Contract revenue for "The Island" concession was \$2,118 for the 2009 operating season, \$3,625 in 2010, \$1,830 in 2011 and \$1,296 in 2012. Concession revenue is normally 10% of gross receipts. However, if approved by Commission, staff would negotiate "in-kind" services/donation to Pere Marquette Park facilities or 10% commission of gross receipts.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize DPW Staff to enter into a one-year Concession Agreement with Morse and Jinger Michael of Moji Inc., for a Concession at the Concession (restroom/lifeguard) Building at Pere Marquette Park for 2014.

Motion by Commissioner Turnquist, second by Commissioner Wierengo to approve the one-year Concession Agreement with Morse and Jinger Michael of Moji Inc., for a Concession at the Concession Building at Pere Marquette Park for 2014.

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

Nays: None

MOTION PASSES

D. Farmers' Market DMDC Relocation Site – Purchase Agreement between the City of Muskegon (City) and Downtown Muskegon Development Corporation (DMDC). PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The DMDC is developing a portion of their property downtown for the relocated City Farmers' Market. When the property has been developed, the DMDC will transfer the land and improvements to the City for \$1. The Purchase Agreement outlines the terms for this transfer, which is expected to occur in the spring of 2014.

FINANCIAL IMPACT: The City will be paying \$1 for the land and improvements. The City will continue to manage the Farmers' Market, as well as the new entities, such as the community kitchen. The City will collect the revenues and pay for any future expenditures.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Purchase Agreement between the City and DMDC and authorize the Mayor and Clerk to sign all necessary documents, including closing documents at the time of sale.

Motion by Commissioner German, second by Vice Mayor Spataro to approve the Purchase Agreement between the City of Muskegon and the Downtown Muskegon Development Corporation.

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

Nays: None

MOTION PASSES

2013-70 NEW BUSINESS:

A. Presentation of Veterans' Memorial Park. PUBLIC WORKS

SUMMARY OF REQUEST: Allow staff and the engineer to make a required public presentation on the proposed improvements to the Veterans' Park. The City of Muskegon, in cooperation with MDOT, the City of North Muskegon, Muskegon County, the Lions of Michigan, and local veterans groups, is undertaking the

design and construction of improvements to the Veterans' Memorial Causeway Park to improve barrier-free accessibility. Since the project is within a publicly owned park, public informational meetings are required by MDOT to be held to allow for public comment.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Allow the presentation and greet any and all comments offered by the public at the meeting.

City Engineer/Public Works Director Mohammed Al-Shatel introduced Frank Bednarek, Hooker Dejong Architects, 316 Morris, who gave an overview of the project. Bruce Callen, Callen Engineering, 15172 Carriage Way, Spring Lake, explained barrier free accessibility and relocation of monuments.

Dr. Cobler, 1045 Camelot, Laketon Township, stated the water fountain and two cannons will get a make-over. These two items are not in the scope of this funding.

Mohammed Al-Shatel stated that by accepting this project you are okaying the removal of streetlights.

Tom Thompson, 5564 Southshore Dr., Fruitland Twp., commented on the decorative trees blocking the view of the interior.

County Commissioners Terry Sabo and Rillastine Wilkins support the project.

B. Designation of Voting Delegates for the Michigan Municipal League Annual Business Meeting. CITY CLERK

SUMMARY OF REQUEST: To designate by action of the Commission, one of our officials who will be in attendance at the Convention as an official representative to cast the vote of the municipality at the annual meeting; and, if possible, to designate one other official to serve as alternate.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

Motion by Vice Mayor Spataro, second by Commissioner Wierengo to designate Cathy Brubaker-Clarke as the delegate and Mohammed Al-Shatel as the alternate for the convention.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 6:12 pm.

Respectfully submitted

Ann Marie Cummings, MMC
City Clerk

Commission Meeting Date: August 27, 2013

Date: August 16, 2013
To: Honorable Mayor and City Commission
From: Public Safety Office
RE: 2013 – 2014 Muskegon High School Community Officer Agreement

SUMMARY OF REQUEST: To approve the 2013 – 2014 Muskegon High School Community Officer Agreement. This agreement provides Muskegon High School with a Community Officer during the nine months school is in session.

FINANCIAL IMPACT: Muskegon Public Schools agrees to pay the City of Muskegon \$2,185.45 each month, from September 2013 through May 2014, totaling \$19,669.05.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the 2013 – 2014 Muskegon High School Community Officer Agreement.

 8/16/13

COMMUNITY OFFICER & MUSKEGON PUBLIC SCHOOLS

AGREEMENT 2013 – 2014

This Agreement is effective August 26, 2013 – through June 5, 2014, between the City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and Muskegon Public Schools, of 349 West Webster, Muskegon, Michigan, 49440 ("MPS"), with reference to the following facts:

Background

A. City and MPS have determined that it is in each of their best interests to continue police services at the Muskegon High School ("MHS").

B. City has agreed to provide a police officer to be on patrol at MHS. At all times the officer assigned to work at MHS shall be a City police officer and, as such an employee of the City. Duties will be decided between mutual parties. However, it is agreed that a component of the role is to help establish a positive, safe learning environment at MHS and develop positive relationships with the student body.

C. MPS has agreed to pay the City a flat rate according to nine (9) months of service. The community officer will report to the MHS principal.

It is therefore agreed:

1. **Officer.** City shall provide a police officer to be on patrol at MHS during MHS's published academic calendar year, commencing September 4 2012 (which shall not include any published vacation days or summer school sessions. i.e. Christmas break, mid-winter break, Thanksgiving break, Professional Development days, Good Friday, Hackley Day or Memorial Day). The officer shall be present at MHS during hours which are mutually agreeable between the City and MPS.

2. **Payment.** MPS shall pay \$2,185.45 on the first of **EACH MONTH**, as invoiced, commencing September 3, 2013 through June 5, 2014. Total payment will not exceed \$19,669.05.

3. **Term: Termination.** The term of this Agreement shall be for one year from August 26, 2013 through June 5, 2014, and may be renewed annually by mutual agreement. This Agreement may be terminated before the end of its term by subsequent written agreement, which shall be signed by both parties.

4. **Venue.** The parties agree that for purposes of any dispute in connection with this agreement, the Muskegon County Court shall have exclusive jurisdiction and venue.

MUSKEGON PUBLIC SCHOOLS

CITY OF MUSKEGON

By: _____

Name: Louis Churchwell

Title: President

Date: _____

By: _____

Name: Stephen J. Gawron

Title: Mayor

Date: _____

By: _____

Name: Jon A. Felske

Title: Superintendent

Date: _____

By: _____

Name: Corry Lohman

Title: Principal

Date: _____



Agenda Item No. _____

Date: 08/27/13
To: Honorable Mayor and City Commission
From: Department of Public Works
RE: Emergency Pump Replacement of Sherman
Lift Station.

SUMMARY OF REQUEST: Authorize staff to purchase one new 25 HP Flygt Submersible Sewage Pump from Kennedy Industries for the quoted price of \$16,958.

FINANCIAL IMPACT: Total cost \$16,958.

BUDGET ACTION REQUIRED: None, expenditures for the purchase would come from the Sewer Budget.

STAFF RECOMMENDATION: Approve purchase.

Memorandum

To: Mohammed Al-Shatel

From: Dave Baker

Date: 8/21/2013

Re: Pump Repair or Replacement of Sherman Lift Station

One of the pumps at the Sherman Lift Station is in need of repair or replacement. Both pumps at this station are the original pumps from the early 1990's, and each one was rebuilt in 2006 at a cost of \$4,605 each. Repair estimates for the current pump failure is \$6500 from Jones Electric or \$9,500 from Kennedy Industries. I'm still waiting for official quotes but phone estimates for replacement are \$16,958 from Kennedy Industries and over \$17,000 from Jones Electric.

This station is currently running on two older pumps, both of which have had issues. This station takes in all the businesses along Sherman and some businesses in the Industrial Park area, including the State Prison. For these reasons, I am recommending replacing the pump instead of throwing more and more money towards repairs. This would give us a new, efficient and reliable pump, and give us time to budget for the eventual replacement of the other pump.

David Baker

Public utilities Supervisor



QUOTATION		
DATE	NUMBER	PAGE
8/9/2013	48018	1 of 1

B MUS500
I CITY OF MUSKEGON
L 611 SENIC DRIVE
L MUSKEGON, MI 49445
T
O

Accepted By: _____

Company: _____

Date: _____

PO#: _____

ATTENTION:
DAVE BAKER P: 231-724-6988 DAVE.BAKER@SHORELINECITY.COM

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO #	JOB #	JOB TITLE	SLP	SHIPPING TYPE
QUOTE	48018	CP 3152 PUMP REPAIR / REPLACEMENT	ACS / MJH	FRT ALLOWED

QTY	DESCRIPTION
-----	-------------

REPAIR CP 3152:

(1) ESTIMATED REPAIR BASED ON COMMON PARTS INCLUDING IMPELLER, WEAR RINGS AND SEAL KIT. INCLUDES PICKUP AND DELIVERY.

NET PRICE INCLUDING FREIGHT, BUT NO TAX -- \$ 9,500.00

REPLACE WITH NEW CP 3152 (OLD DESIGN):

(1) FLYGT EXPLOSION PROOF SUBMERSIBLE PUMP MODEL CP 3152.091 WITH 454 IMP. PUMP RATED 20 HP, 3/460V WITH 6" DISCHARGE AND 50' MOTOR AND SENSOR CABLE.

(1) START-UP ASSISTANCE.

NET PRICE INCLUDING FREIGHT, BUT NO TAX -- \$ 17,383.00

REPLACE WITH CURRENT DESIGN, NP 3171:

(1) FLYGT EXPLOSION PROOF SUBMERSIBLE PUMP MODEL NP 3171.095 WITH 455 IMP. PUMP RATED 25 HP, 3/460V WITH 4" DISCHARGE AND 50' MOTOR AND SENSOR CABLE.

(1) SET OF SPACER BLOCKS TO FIT PUMP TO EXISTING GUIDE RAILS.

(1) START-UP ASSISTANCE.

NET PRICE INCLUDING FREIGHT, BUT NO TAX -- \$ 16,958.00

WE DO NOT INCLUDE: INSTALLATION, SITE WORK, CONCRETE, ANCHOR BOLTS, PIPING, STARTERS, CONTROLS, CONDUIT, WIRING, OR JUNCTION BOXES.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE AND LOOK FORWARD TO BEING OF FUTURE SERVICE.

SINCERELY,

MARK J. HEMEYER / ADAM C. SHARP
KENNEDY INDUSTRIES INC.

This proposal is subject to Kennedy's standard terms and conditions of sale (rev'd 5/2011), which are attached or viewable at www.kennedyind.com. Terms of payment are net 30 days from date of invoice with 1-1/2% per month additional charge on unpaid balance.

NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL

P.O. Box 180 ♦ 52900 Grand River ♦ New Hudson, MI 48165-0180 ♦ Phone: 248-684-1200 ♦ Fax: 248-684-6011

www.KennedyInd.com

Linda Potter

From: Dave Baker
Sent: Monday, August 19, 2013 1:31 PM
To: 'M Passage'
Subject: RE: pump

Hey Mike,

Per our conversation, this e-mail will serve as your bid for the replacement of the pump at Sherman Lift Station.

Pump replacement- \$19,000.

Thanks

Dave Baker
Public utilities Supervisor
City of Muskegon
231-724-4184

From: M Passage [mailto:mpassage@halljones.com]
Sent: Monday, August 05, 2013 2:33 PM
To: Dave Baker
Subject: pump

David

We are pleased to quote the following.

Flygt pump motor repair.
disassemble
clean
surge test
ground test
replace all seals and bearings
replace cord
replace wear rings
replace impeller
assemble
tank test 48 hours
paint

\$6500.00 plus shipping for parts.
Parts are 4 weeks out.

Thanks

Mike Passage
Jones Electric Company
mpassage@halljones.com
231-726-5001 ph
231-722-4761 fax

8/21/2013

Date: August 27, 2013
To: Honorable Mayor and City Commissioners
From: Engineering
RE: City – MDOT Agreement for the reconstruction of:
Laketon Ave. between Park & Peck

SUMMARY OF REQUEST:

Approve the attached contract with MDOT for the reconstruction of Laketon Ave. between Peck & Park and approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

MDOT's participation is limited to the approved federal funds of \$704,475. The estimated total construction cost is \$1,129,000 plus engineering cost.

BUDGET ACTION REQUIRED:

none at this time

STAFF RECOMMENDATION:

Approve the attached contract and resolution authorizing the mayor & clerk to sign both.

COMMITTEE RECOMMENDATION:

RESOLUTION _____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE RECONSTRUCTION OF LAKETON AVE. BETWEEN PARK & PECK TOGETHER WITH OTHER NECESSARY RELATED WORK ITEMS AND AUTHORIZATION FOR MAYOR STEPHEN J. GAWRON AND CITY CLERK, ANN CUMMINGS, TO EXECUTE SAID CONTRACT

Moved by _____ and supported by _____

Commissioner _____ that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **13-5425** between the Michigan Department of Transportation and the City of Muskegon for the **reconstruction of Laketon Ave. between Park & Peck** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **13-5425** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this _____ day of _____, 2013.

BY

Stephen J. Gawron, Mayor

ATTEST

Ann Cummings, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on _____, **2013**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____
Ann Cummings, City Clerk

STP

DA

Control Section	STUL 61407
Job Number	120546
Project	STP 1361(022)
Federal Item No.	HH 8841
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	13-5425

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 17, 2013, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Concrete pavement work along Laketon Avenue from Park Street to Peck Street; including aggregate base, sidewalk ramp, and pavement marking work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Watermain and associated sidewalk work along Laketon Avenue from Park Street to Peck Street; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$704,475, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PART A portion of the PROJECT is calculated by using the federal funding for the PART portion of the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PART A portion of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PART A portion of the PROJECT is determined by the current funding authorization for the PART A portion of the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



July 17, 2013

EXHIBIT I

CONTROL SECTION	STUL 61407
JOB NUMBER	120546
PROJECT	STP 1361(022)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,129,000	\$162,100	\$1,291,100

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,129,000	\$162,100	\$1,291,100
Less Federal Funds*	<u>\$ 704,475</u>	<u>\$ -0-</u>	<u>\$ 704,475</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 424,525	\$162,100	\$ 586,625

*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Date: 27-AUG-13
To: Honorable Mayor and City Commission
From: Dept. of Public Works
RE: Request to Re-Float Ten Finger Piers at Hartshorn Marina.

SUMMARY OF REQUEST:

Authorize staff to contract with Great Lakes Dock and Materials, L.L.C. of 559 E Western Ave, to repair ten floating docks in the large boat basin.

FINANCIAL IMPACT:

\$12,000 dollars from the Marina Fund

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Authorize staff to hire Great Lakes Dock and Materials, L.L.C.

COMMITTEE RECOMMENDATION:

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor
(231)724-6708
FAX (231)726-5181

Cemetery
(231)724-6783
FAX (231)726-5617

City Manager
(231)724-6724
FAX (231)722-1214

Civil Service
(231)724-6716
FAX (231)724-4405

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh.
Services
(231)724-6717
FAX (231)726-2501

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)724-6768

Fire Department
(231)724-6792
FAX (231)724-6985

Income Tax
(231)724-6770
FAX (231)724-6768

Info. Technology
(231)724-4126
FAX (231)722-4301

Inspection Services
(231)724-6715
FAX (231)728-4371

Leisure Services
(231)724-6704
FAX (231)724-1196

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

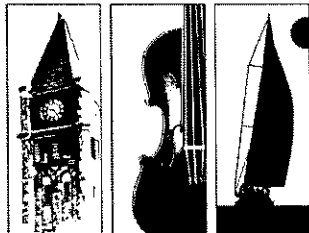
Public Works
(231)724-4100
FAX (231)722-4188

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

CITY INSPECTION - email
MPD COMMAND - email
FIRE DEPARTMENT - email
CENTRAL POLICE DISPATCH - email
CEMETARY & FORESTRY- email

ENGINEERING DEPARTMENT - email
FILTRATION - email
COMMUNITY TELEPHONE - email
MCRC - email

To: Mohammed Al-Statel, Director
From: Kevin Santos, Highway/Forestry Supervisor
Date: February 18, 2013
Re: T-Dock Finger Pier Repair

Ten of the floating finger piers on the t-dock are in need of floatation. The T-Dock system, which was built in 1986, is mostly held floating by the twenty-six finger piers. Ten were re-floated in 2005, but the decaying conditions of the remaining docks are sinking the main head pier, and their instability presents a considerable safety hazard to customers and staff.

The lowest received quote is from Great Lakes Dock and Materials, L.L.C. The repair action was requested and approved in the 2013-2014 Marina budget.



GREAT LAKES DOCK & MATERIALS, L.L.C.

TOTAL MARINE SERVICES

1800 Lakeshore Drive
Muskegon, Michigan 49441
Telephone (231) 755-2225
Fax (231) 755-2227
www.greatlakesdock.com

July 22, 2013

City of Muskegon
Public Works Division
Mr. Mohammed Al-Shatel
1350 E. Keating
Muskegon, MI 49442

RE: Hartshorn Marina
Refurbish Finger Docks

Dear: Mohammed

Great Lakes Dock & Materials, LLC offers the following Proposal for your review and comment.

Refurbish ten (10) Floating Finger Piers by lifting them out of the water, remove and dispose of the bottom galvanized steel, inspect and install Polystyrene Foam Billets as necessary, install new 18 ga. galvanized steel on the finger pier's bottom and place it back in the water.

All work will be performed in a workmanship manner at our facility located at 1800 Lakeshore Drive.

Unit Costs for Work: \$1,200.00 per finger pier

Total Costs: \$12,000.00.

Please contact me if you have any questions.

Sincerely,

George F. Bailey, Managing Member
gbailey@greatlakesdock.com
(231) 206-2876 cell



Flotation Docking Systems, Inc.

August 12, 2013

Kevin Santos
(231) 724-6908
kevin.santos@shorelinecity.com

Re: Hartshorn Marina Finger Pier Refurb

Dear Kevin,

Per your email request, this proposal addresses replacing all foam billets and lower galvanized sheet steel on ten (10) 3' x 32' floating finger piers originally installed by FDS. Details of the same are as follows:

- Disconnect finger piers, remove from water, and dispose of remaining flotation material and sheet steel. Pricing assumes FDS would be responsible for renting and staging a dumpster onsite for this work.
- New flotation billets would be placed in finger piers and encased with G235 galvanized sheet steel (also new) which is superior to that which was available when these docks were originally manufactured.
- Fingers would be reconnected once complete.
- A "no cost" use of appropriate staging space is assumed to exist at the project site.
- If utilities (i.e. electrical, water, etc.) are currently run onto the subject finger piers, wire must be pulled out and/or system drained prior to our arrival. Due to code requirements, FDS cannot be responsible for reconnecting the same.
- Pricing assumes a **tax-exempt** status of the end user and is based on **current** material costs.
- Your expense for the above-described work would amount to **\$18,900.00**

Upon your review of the above, I'd be happy to address any thoughts or questions you may have. Thank you for your time in review of the above, and I'll look forward to our next conversation regarding this project.

Respectfully Submitted,

Cody Carmichael

Cody Carmichael

Cc: Joni Burger – FDS
Jeff Cason – FDS

P.O. BOX 178 ~ 160 HODECK STREET ~ CEDARVILLE, MICHIGAN 49719-0178
ph. 906-484-3422 ~ fx. 906-484-2335 ~ cody@flotationdocking.com
www.flotationdocking.com

REQUEST TO PURCHASE FORM

DEPT OF PUBLIC WORKS

REQUESTED BY:	KEVIN SANTOS	DATE:	7/29/2013	
To Be Charged to Acct # :	594-70756-5720			
Balance of this Account:				
For the Purpose of:	Repair and Refloat T-Dock Finger Piers			
Vendor Name:	Great Lakes Dock and Material			
Estimated Cost:				
OPEN	MONTHLY	SPECIAL	STOCK	ONCE
				X
Project #				
RER #	COST	DESCRIPTION		TOTAL
	\$12,000.00	Budgeted item, Re-float 10 finger piers on the T-Dock		\$12,000.00
		Total Amount:		\$12,000.00
		Approved:		
PO #:	G	Kevin Santos, Highway Supervisor		

Doug Sayles, Highway Superintendent

Mohammed Al-Shatel, Director of Public Works

Bryon Mazade, City Manager

Commission Meeting Date: August 27, 2013

Date: August 20, 2013
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Youth Basketball League and Open Gym
Proposal- Muskegon Public Schools

SUMMARY OF REQUEST: The City of Muskegon has contracted with the Muskegon Public Schools ("Schools") for the management of the Youth Basketball League and Open Gym since 2010. The program has been successful (see attached report) and the Schools would like to manage the program for the 2013-2014 school year. The Commission is requested to approve the attached proposal and authorize staff to enter into an agreement with the Schools for oversight of the basketball program and the Open Gym program.

FINANCIAL IMPACT: The cost for the program is \$18,500 (which has not changed since 2010).

BUDGET ACTION REQUIRED: Funds are available through the Leisure Services budget.

STAFF RECOMMENDATION: To approve the "Youth Basketball League and Open Gym Proposal" and authorize staff to enter into a formal agreement with the Schools.



21st CCLC After School Programs 349 W. Webster Avenue, Muskegon, MI 49440 231-720-2000 Fax 231-720-2050

August 14, 2013

Youth Basketball League Proposal

From: Muskegon Public Schools
To: The City of Muskegon

Muskegon Public Schools is continually looking for new ways to "reach out and change lives" in our community. Collaborating with the City of Muskegon will help offer safe, positive after school recreational opportunities for the students serviced throughout our communities. Last year's Youth Basketball and Open Gym program established a successful foundation to sustain this collaborative effort. Based on review of expenses our current proposal is as follows:

- 1.) The MPS Youth Support Services Office located @ Muskegon Hackley Administration Building, would administer the following programs: Open Gym and the Youth Basketball League. These programs would run between October 2013 and March 2014.
- 2.) The City of Muskegon would contribute \$18,500 towards this partnership. The funds would be used for the following expenses: program administration and supervision, custodial services, supplies/materials and support personnel (i.e. referee's and statisticians).

Program Descriptions:

- 1.) Boy's and girl's basketball seasons would run consecutively for (6) weeks with the (6th) week being tournament play to conclude each season. The girl's season would start Fall of 2013 and the boy's would begin after the conclusion of Christmas break (Winter 2014).
- 2.) Student registration fee would remain \$25 per student to include: reversible game jerseys, individual participation medals, team plaques, and trophies for the tournament champion and runner up teams.
- 3.) MPS will accept responsibility for all administrative and supervisory obligations for the Youth Basketball League.

Open Gym:

- 1.) Open gym will be offered for (3) hours the day following the Saturday basketball games for both girls and boys season.
- 2.) MPS will accept responsibility for all administrative and supervisory obligations for the Open Gym program.

It is the policy of the Public Schools of the City of Muskegon that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity or in employment. If you feel you have been discriminated against, please contact the Office of the Assistant Superintendent of Human Resources, 349 W. Webster Avenue, Muskegon, MI 49440 (231) 720-2000

Grant Contacts

Kimberly Leavell
Director
21st CCLC
kleavell@mpsk12.net

231-720-2557

George Sharp
Assistant Director
21st CCLC
gsharp@mpsk12.net

231-720-2061

Muskegon Public Schools looks forward to our partnership for the 2013/2014 academic year.

City of Muskegon Final Report
Narrative & Financial Section
2012-2013

Program: Muskegon Public Schools Youth Basketball League and Open Gym

Legal name of Organization: Muskegon Public Schools / 2^{1ST} LLC

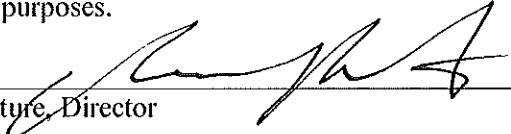
Contact Person: Shane Patrick Phone Number: 231-720-2557

Address: 349 W. Webster Ave

E-Mail Address: spatrick@mpsk12.net

1. Narrative (on separate page/s)
 - a. Include specific outcomes and quantitative data (for Community Development Block Grant/CDBG funds, which are being used by the City for this program, the following information is needed: number of people served, race of people served, income level of people served- low-income, low-moderate, etc).
 - b. Explain results in outcome-based terms (e.g., what difference did it make for the population being served).
 - c. Did the project vary from the initial plans?
 - d. Describe any unanticipated benefits or challenges encountered during the programs.
 - e. What collaborative/cooperative efforts took place (organizations, individuals, etc)?
2. Public Relations
 - a. Any human interest story that helps explain the success of the programs?
 - b. Attach any material relating to the programs: press or news items, brochures, photographs.
3. Future Plans
 - a. Do you plan to sponsor these programs in the future? If so, what, if any changes are needed?
4. Financials
 - a. Provide a final budget for the Youth Basketball League program (including revenues and expenditures; break-down of expenses per item for salary, supplies, etc, which is required for CDBG fund use).
 - b. Provide a final budget for the Open Gym program (including revenue and expenditures).

I hereby certify that the funds provided by the City of Muskegon for the purposes of the aforementioned recreation programs were used for the direct support of these programs and for no other purposes.



Signature, Director

5/10/13

Date

Narrative:

- a. - Number of people served: 400-450
- Race of people served: 90% African American, 3 % Hispanic, 7% Caucasian
-Income level of people served: Low-Income/Poverty

b. -Muskegon Public Schools served approximately 400-500 students and their parents throughout the 2012/2013 girls and boys basketball seasons. Open gym serviced approximately 100- 200 people throughout the 2012/2013 season. The City Basketball league provided recreational activities after school; weekly practices, and Saturday games. The league provided an outlet for students: emotional- make friends. Safety- The league provided a safe environment after school. Community Impact- minimizes youth crime and drug use. Health- The league provided students with regular exercise to optimize and reinforce the concepts of healthy living.

c. - Yes, the project accomplished all initial plans and exceeded expectations by higher level of participants, and higher volume of concessions, which allowed MPS to break even for the first year.

d. - Program Benefits: Concessions allowed for MPS to cover all additional expenses that were not covered by the award provided by the City of Muskegon.

e. - Collaborations include Mlive/Chronicle, 21st CCLC, MPS all contributed to advertisement, clearance checks on all people working/volunteering, and provided significant in-kind contributions (building usage, electricity, kitchen use and utensils) so the League could operate successfully.

2. Public Relations: a & b - Please see attached.

3. Future Plans: a. - Yes, MPS plans on sponsoring these programs in the future. MPS would like to grow the program, collaborate with other youth basketball programs that operate during same time period.

4. Financials: Please see attached. Please note: The open gym and city basketball league are included within same budget.



Reaching Out, Changing Lives

571 Apple Avenue • Muskegon, MI 49442 • (231) 720-2530 phone (231) 720-2593 fax

Youth Basketball League

The Youth Basketball League will begin registration for the Girls Basketball season on October 1st, 2012. Complete the attached registration form and bring it to Muskegon Community Education Center, (Old Angel Elementary and M-Tec) 571 E. Apple Ave room 235.

Registration forms will be accepted October 1st thru October 12th at designated times Monday – Friday each week. The designated times for registration are located inside the registration forms. Absolutely NO registration forms will be accepted after October 12th.

All teams MUST have a completed registration form signed by the coach submitted with a team roster and the entire registration fee of \$25 per player submitted before the student athlete can participate in games with the Youth Basketball League. If you have further questions, please call George Sharp (231-720-2539) and/or Shane Patrick (231-720-2557).

Thank You,

21st Century Leisure Services Coordinators

George Sharp

231-720-2539 office

gsharp@mpsk12.net

Shane Patrick

Muskegon Public Schools

Director, 21st CCLC

231-720-2557

spatrick@mpsk12.net



Reaching Out, Changing Lives

571 Apple Avenue · Muskegon, MI 49442 · (231) 720-2530 phone (231) 720-2593 fax

Youth Basketball League

The Youth Basketball League will begin registration for the girls basketball season on October 1st, 2012. Complete the attached registration form and bring it to Muskegon Community Education Center, (Old Angel Elementary and M-Tec) 571 E. Apple Ave room 235.

Registration forms will be accepted October 1st thru October 12th at designated times Monday – Friday each week. The designated times for registration are located inside the registration forms. Absolutely NO registration forms will be accepted after October 12th.

All teams MUST have a completed registration form signed by the coach submitted with a team roster and the entire registration fee of \$25 per player submitted before the student athlete can participate in games with the Youth Basketball League. If you have further questions, please call George Sharp (231-720-2539) and/or Shane Patick (231-720-2557).

Thank You,

21st Century Leisure Services Coordinators

George Sharp

231-720-2539 office

gsharp@mpsk12.net

Shane Patrick

Muskegon Public Schools

Director, 21st CCLC

231-720-2557

spatrick@mpsk12.net



Reaching Out, Changing Lives

571 Apple Avenue • Muskegon, MI 49442 • (231) 720-2530 phone (231) 720-2593 fax

Youth Basketball League

The Youth Basketball League will begin registration for the boy's basketball season on January 7th, 2013. Complete the attached registration form and bring it to Muskegon Community Education Center, (Old Angel Elementary and M-Tec) 571 E. Apple Ave room 235.

Registration forms will be accepted January 7th thru January 18th at designated times Monday – Friday each week. The designated times for registration are located inside the registration forms. Absolutely NO registration forms will be accepted after January 18th.

All athletes **MUST** have a completed registration form signed by the athlete and a parent or guardian with entire registration fee of \$25 (**t-shirt included for in-district teams**) submitted before the student athlete can participate in practices or games with the Youth Basketball League. If you have further questions, please call George Sharp (231-720-2539) and/or Shane Patrick (231-720-2557).

Thank You,

21st Century Leisure Services Coordinators

George Sharp

231-720-2539 office

gsharp@mpsk12.net

Shane Patrick

Muskegon Public Schools

Director, 21st CCLC, YBL

231-720-2557

Budget: MPS Youth Programs**Revenues:**

Tuition:	\$	6,756.50
City Grant	\$	12,336.00
Final Pay Due (City)	\$	6,164.00
Open Gym/Food Stand	\$	2,800.66
Total Revenues:	\$	28,057.16

Expenditures:

Supervisor, Referees	\$	12,675.00
Payroll (PESG)	\$	4,567.66
Supplies	\$	3,887.23
Custodial	\$	3,700.00
Total Expenditures:	\$	24,829.89
Revenue-Expenditures	\$	3,227.27

Date: August 27, 2013
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Gaming License Request from the Muskegon
Rotary Foundation

SUMMARY OF REQUEST: The Muskegon Rotary Foundation 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



Muskegon Rotary Club

P.O. Box 0066
Muskegon, Michigan 49443
www.muskegonrotary.org

August 15, 2013

City of Muskegon Commission
933 Terrace Street
Muskegon, Michigan 49443

Dear Commissioners,

The Muskegon Rotary Club is requesting your support and approval of the required State of Michigan "Local Governing Body Resolution for Charitable Gaming Licenses" to enable our Club to conduct charitable raffles during the yearly Grape Escape fund raiser. The funds help support nonprofit initiatives. This year we will help support the Read Muskegon Program.

Sincerely,


Larry Larsen
Club Secretary
231.755.6623

Annual Fundraiser

Grape Escape

Muskegon Rotary 2013

Save the Date

9/25/2013

6:00pm - 9:00pm

Wednesday

The Event Center

@Fricano's Place

If you have any questions please
message us on facebook 

Muskegon Rotary Grape Escape

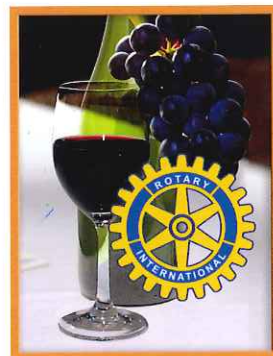
www.facebook.com/rotarygrapeescape

Purchase Tickets at:

www.muskegonrotary.org

To benefit:

READ
MUSKEGON 





Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hilledale, 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)

Commission Meeting Date: August 27, 2013

Date: August 21, 2013
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Public Hearing – Issuance of a Commercial Rehabilitation Certificate – 316 Morris Ave.

SUMMARY OF REQUEST:

Pursuant to Public Act 210 of 2005, as amended, The Hinman Company has requested the issuance of a Commercial Rehabilitation Certificate. The City Commission approved the creation of the Commercial Rehabilitation District on January 22, 2013. The certificate 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. The company will be investing over \$450,000 in the building, which qualifies them for an abatement of 10 years.

FINANCIAL IMPACT:

The real property taxes would be frozen at their pre-rehabilitated rate for the duration of the certificate

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Establishment of the Commercial Rehabilitation Certificate

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING APPLICATION FOR ISSUANCE
OF A COMMERCIAL REHABILITATION CERTIFICATE
*Hinman Lake, LLC***

WHEREAS, pursuant to P.A. 210 of 2005 as amended, after duly noticed public hearing held on January 22, 2013, this Commission by resolution established a Commercial Rehabilitation District as requested by Hinman Lake, LLC for the building at 363 Ottawa St, Muskegon, Michigan 49442; and

WHEREAS, Hinman Lake, LLC has requested in writing for the City to establish a Commercial Rehabilitation District at 363 Ottawa St in a letter dated December 18, 2012; and

WHEREAS, the application for the issuance of a Commercial Rehabilitation Certificate was filed within six months of the projects commencement; and

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

WHEREAS, Hinman Lake, LLC is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for commercial property as defined in section 2(a) of Public Act 210 of 2005; and

WHEREAS, Hinman Lake, LLC has provided answers to all required questions under the application instructions to the City of Muskegon; and

WHEREAS, the City of Muskegon requires that rehabilitation of the facility shall be completed by August 22, 2014; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a qualified facility within the meaning of Public Act 210 of 2005 and that is situated within a Commercial Rehabilitation District established under Public Act 210 of 2005; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(j) of Public Act 210 of 2005; and

WHEREAS, a Public Hearing was held on August 27, 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; and

WHEREAS, the aggregate SEV of real property exempt from ad valorem taxes within the City of Muskegon, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED by the Muskegon City Commission of the City of Muskegon, Michigan that:

- 1) The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 210 of the Public Act of 2005 as amended shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.
- 2) The application of Hinman Lake, LLC, for the issuance of a Commercial Rehabilitation Certificate with respect to the building improvements and equipment on the following described parcel of real property situated within the City of Muskegon to wit:

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)

- 3) The Commercial Rehabilitation Certificate is issued and shall be and remain in force and effect for a period of ten (10) years, ending on December 31, 2023.

Adopted this 27th Day of August, 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 August 27, 2013.

Ann Cummings
Clerk

Commission Meeting Date: August 27, 2013

Date: August 21, 2013
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Public Hearing – Establishment of a Commercial Rehabilitation District – 500 W Western Ave.

SUMMARY OF REQUEST:

Pursuant to Public Act 210 of 2005, as amended, 500 W Western Ave LLC 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
500 W Western Ave**

WHEREAS, 500 W Western Ave has requested in writing for the City to establish a Commercial Rehabilitation District at 500 W Western Ave in a letter received by the city on July 26, 2013; 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 August 27, 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 500 W Western 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 27th Day of August 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 August 27, 2013.

Ann Cummings
Clerk