

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 25, 2017 @ 5:30 P.M.

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

AGENDA

- ☐ CALL TO ORDER:
- ☐ PRAYER:
- ☐ PLEDGE OF ALLEGIANCE:
- ☐ ROLL CALL:
- ☐ HONORS AND AWARDS:
- ☐ INTRODUCTIONS/PRESENTATION:
- ☐ CITY MANAGER'S REPORT:
- ☐ CONSENT AGENDA:

- A. Approval of Minutes City Clerk
- B. Farmers Market Liquor License City Clerk
- C. Appointment of Treasurer Position Finance
- D. Beach Tractor DPW/Equipment
- E. Tahoe Police Cruisers DPW/Equipment
- F. LC Walker Arena Locker Room Plumbing City Manager
- G. Rebid the Demolition of 1290 Wood Street Public Safety
- H. Michigan Natural Resources Trust Fund Grant Development Project Agreement for Pere Marquette Park Recreational Improvements and Defined Match Amount Planning & Economic Development & Public Works
- I. Adopt the revised WaterMain Standard Construction Specifications – Division 13 DPW – Engineering
- J. Rezoning Request for the Property at 1361 S. Getty Street Planning and Economic Development

K. Rezoning Request for Several Properties to R-2, Single Family Medium Density Residential District Planning & Economic Development

L. Rezoning Request for Several Properties to R-3, Single Family High Density Residential District Planning & Economic Development

M. Revocation of a Commercial Facilities Exemption Certificate – 896 Jefferson, LLC Planning & Economic Development

N. Revocation of a Commercial Facilities Exemption Certificate – 165 Clay, LLC Planning & Economic Development

☐ **PUBLIC HEARINGS:**

☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following:

407 Monroe Avenue – Garage Only

338 Mason Avenue – Garage Only

☐ **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 MEISCH, 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.

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: July 25, 2017

Here is a quick outline of the items on our agenda(s):

REGULAR MEETING

1. Under the consent agenda, we are asking the Commission for approval of the following:
 - a. Last meeting's minutes.
 - b. As we work toward the official issuance of the liquor license for the Farmers Market, we have a number of approvals that the LCC is requesting. The approvals are related to outdoor seating and Sunday sales.
 - c. After an exhaustive search that yielded many great candidates, we have offered the position of Treasurer to Sarah Petersen. Sarah current serves as the Treasurer of Roosevelt Park. She will be a great addition to our team, and we are looking forward to her joining us at city hall. The City Commission appoints this position.
 - d. We are replacing the current beach tractor with a new unit from J&J Farm Sales.
 - e. We ae adding three Tahoe Police Cruisers to our fleet. The purchase is being made via the Mi Deal State Contract. The total cost for the three units is \$105,738.
 - f. As we continue to work through our list of deferred maintenance at the LC Walker Arena, we uncovered a need to replace the plumbing in the shower units in in locker rooms A-F. These locker room service all transient users – Junior Jacks, many visiting teams, the Risers, the Ironmen, etc. These locker rooms do not service the Reese Puffer of Lumberjack teams. In addition to these repairs, our facilities crew will be replacing tile in most of the shower areas over the summer.
 - g. We are rebidding the demolition at 1290 Wood Street. The Commission previously voted to remove all structures from the site. Upon further review, we are asking to save one of the garages, which we expect to use for city purposes.
 - h. We will be accepting and signing the MDNR Grant agreement for Pere Marquette Park. These funds are to be utilized for upgrades to the existing bathhouse and play structure. The City's match for the project is \$147,100.

- i. We are asking that the Commission approve an update to the City's watermain specifications. These were last updated in 2010. The changes will allow us to incorporate new materials and construction methods that have changed since 2010.
- j. Rezoning 1361 S Getty from B-1 to B-4. The owner has requested a special use permit to operate a car sales lot at this site.
- k. Rezoning of certain parcels to R-2 single family medium density as part of the smaller lot zoning changes.
- l. Rezoning of certain parcels to R-3 single family high density as part of the smaller lot zoning changes.
- m. Revocation of Commercial Facilities Exemption Certificate for 986 Jefferson. The property owner has agreed to reapply in the event his projects begins to move forward again.
- n. Revocation of Commercial Facilities Exemption Certificate for 165 Clay. The property owner has agreed to reapply in the event his projects begins to move forward again.

Under new business, we will be asking the Commission to approve the following:

- a. Concurrence with the Housing Board of Appeals to demolish two houses: 407 Monroe and 338 Mason.

Let me know if you have any questions/comments/concerns

Date: July 19, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the July 10, 2017 Worksession Meeting and the July 11, 2017 Regular Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, July 10, 2017
5:30 p.m.
Muskegon City Commission Chambers
933 Terrace Street, Muskegon, MI 49440

MINUTES

2017-55

Present: Gawron, Hood, Warren, German, Rinsema-Sybenga, Johnson, and Turnquist

Absent: None

Chase Hackley Piano Factory

Joe Weber, 1685 Garrett, representing a group, addressed the Commission with a request to make 2245 Lakeshore Drive a Historic District (Chase Hackley Piano Factory). Mike Franzak gave an overview of how to create a Historic District. Amanda Rhages, from the Michigan Historic Preservation Network, reviewed procedures to become a Historic District. Wes Eklund, a Pure Muskegon investor, addressed the Commission regarding the state of disrepair and the estimated amount required to restore the building which has not been used/occupied for several years.

Motion by Commissioner Turnquist, second by Commissioner Rinsema-Sybenga, to not appoint a Historic Study Committee for this project.

**ROLL VOTE: Ayes: Gawron, Hood, German, Rinsema-Sybenga, Turnquist
Nays: Johnson and Warren**

MOTION PASSES

Any Other Business

SAPPI STACKS

Don _____, Lakeshore Environmental described how the stacks will be taken down on the Sappi Property.

BUDGET

The Commission was apprised of a procedural error that occurred at the June 27, 2017 meeting – there was an affirmation vote but no motion to approve the budget. This will be addressed at the regular meeting.

LC WALKER ARENA

Frank Peterson, City Manager, explained the request for replacement of the dasher boards at the LC Walker Arena.

NEW PSALMTREES MOBILE BOTIQUE

New Psalmtrees Mobile Botique is requesting Commission approval to sell various items from a mobile concession. Commission discussion took place and the consensus is that the best place for a mobile boutique is the Flea Market which is open each Wednesday. Pere Marquette vendors are geared more toward food and beach items.

Adjournment – Moved by Vice Mayor Hood, second by Commissioner Johnson, to adjourn the meeting at 7:45 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC
City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 11, 2017 @ 5:30 P.M.

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, July 11, 2017. Commissioner Willie German opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Commissioners Ken Johnson, Debra Warren, Dan Rinsema-Sybenga, Byron Turnquist, and Willie German, Jr., City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Vice Mayor Eric Hood

2017- 56 CITY MANAGER'S REPORT:

A. Procedural Correction City Manager, City Clerk, City Attorney

SUMMARY OF REQUEST: At the meeting held on June 27, 2017 there was an affirmation roll call but no motion made to approve the 2017-18 budget.

STAFF RECOMMENDATION: To make a motion to approve the 2017-18 Proposed Budget.

Motion by Commissioner German, second by Commissioner Warren, to approve the 2017-18 Proposed Budget.

ROLL VOTE: Ayes: Rinsema-Sybenga, Turnquist, Johnson, Gawron, Warren, and German

Nays: None

MOTION PASSES

2017-57 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the Special Meeting held

Monday, June 26, 2017 and the Regular City Commission Meeting held Tuesday, June 27, 2017.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Lakeshore Museum Loan Agreement Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the City Commission review and authorize the Lakeshore Museum Center Loan Agreement relating to the 1923 American LaFrance Fire Truck with attached equipment. Currently, the LaFrance is on display at the Fire House Museum (Clay Avenue). Part of this agreement includes for the museum to try to get the fire truck in working condition, at their own expense, as their budget allows.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of this loan agreement.

C. D.D. MacGee's Grill LLC Concession/Business Contract for City of Muskegon Parks DPW

SUMMARY OF REQUEST: Staff is asking permission to enter into a 1-year contractual agreement with Bryan Toth of D.D. MacGee's Grill LLC, at Pere Marquette Park, located within the City of Muskegon, to sell various items, as stated in their proposal, from a mobile concession.

FINANCIAL IMPACT: Concession revenue is 10% of gross receipts.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize DPW staff to enter into concession agreement with Bryan Toth of D.D. MacGee's Grill, LLC.

D. Approval of Building Contract for 1350 Eastwood Drive CNS

SUMMARY OF REQUEST: To award the Building Contract for the rehabilitation of 1350 Eastwood Drive to Nassau Construction for the City of Muskegon's Homebuyers Program through CNS.

CNS received 2 bids, the cost estimate from our spec writer was \$79,000

FINANCIAL IMPACT: The funding for this project has been secured with 2016 HOME funds

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To award Nassau Construction the rehabilitation contract for 1350 Eastwood Drive in the amount of \$95,500, for the Community

and Neighborhood Services Office.

E. Amendment to the Zoning Ordinance – Signage Planning &
Economic Development – *SECOND READING*

SUMMARY OF REQUEST: Staff initiated request to amend Section 2334 of the zoning ordinance to amend the rules on electronic message board signs and to allow them in B-1, Limited Business Districts and WM, Waterfront Marine Districts, as well as at churches in all zoning districts and all businesses that have been granted a special use permit in residential districts.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the zoning ordinance amendment.

F. Rezoning Request for Several Properties to R-2, Single Family Medium Density Residential District Planning & Economic Development –
SECOND READING

SUMMARY OF REQUEST: Staff initiated request to rezone several properties from R-1, Single Family Low Density Residential District to R-2, Single Family Medium Density Residential District.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the rezoning.

COMMITTEE RECOMMENDATION: The Planning Commission unanimously recommended approval of the request at their June 15 meeting, with one member absent.

G. Rezoning Request for Several Properties to R-3, Single Family High Density Residential District Planning & Economic Development –
SECOND READING

SUMMARY OF REQUEST: Staff initiated request to rezone several properties from R-1, Single Family Low Density Residential District to R-3, Single Family High Density Residential District.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the rezoning.

COMMITTEE RECOMMENDATION: The Planning Commission unanimously recommended approval of the request at their June 15 meeting, with one member absent.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Turnquist,

to approve the consent agenda as presented.

ROLL VOTE: Ayes: Turnquist, Johnson, Gawron, Warren, German, and Rinsema-Sybenga

Nays: None

MOTION PASSES

2017-58 PUBLIC HEARINGS:

A. Public Hearing for Brownfield Plan Amendment and Development and Reimbursement Agreement for Liberty Building (formerly Ameribank) Redevelopment Project Planning & Economic Development

SUMMARY OF REQUEST: To hold a public hearing and approve the resolution approving and adopting the amendment to the Brownfield Plan and to approve the Development and Reimbursement Agreement. The amendments are for property to be purchased by Liberty Development, LLC.

FINANCIAL IMPACT: Brownfield Tax Increment Financing will be used to reimburse the developer and the City for “eligible expenses” incurred in association with development of the Liberty Building Project. Liberty Development, LLC cost for the development of the property is approximately \$6.88 million in private investment, resulting in a substantial increase in the local and school taxes generated by the property.

“Eligible Expenses” would be reimbursed starting in 2019. The estimated tax capture and payment schedule is included as Table 2 in the proposed Brownfield Plan Amendment.

During the last five years of the plan (estimated to be 2043-2048), the BRA is authorized to capture local taxes for five years for deposit into a Local Brownfield Revolving Fund

The Development and Reimbursement Agreement provides the structure for the capture of taxes and the reimbursement to Liberty Development, LLC and the City of Muskegon for eligible expenses.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To hold a public hearing for approval of the Brownfield Plan Amendment for the Liberty Building Redevelopment Project and approve the resolution and authorize the Mayor and Clerk to sign the resolution, and to approve the Development and Reimbursement Agreement between Liberty Development, LLC, the City of Muskegon and the City of Muskegon Brownfield Redevelopment Authority.

COMMITTEE RECOMMENDATION: The Muskegon City Commission set the public hearing for July 11, 2017 at their June 27, 2017 meeting. Since that time, a notice of the public hearing has been sent to taxing jurisdictions. In addition, the

Brownfield Redevelopment Authority approved the Plan Amendment and the Development and Reimbursement Agreement on June 15, 2017 and recommends that the Muskegon city Commission approve the Plan Amendment and Development and Reimbursement Agreement.

PUBLIC HEARING COMMENCED: Gary Post, Developer, addressed the commission.

Motion by Commissioner Johnson, second by Commissioner Warren, to close the public hearing and approve the Brownfield Amendment Plan for the Liberty Building Redevelopment Project and approve the resolution and authorize the Mayor and Clerk to sign the resolution, and to approve the Development and Reimbursement Agreement between Liberty Development, LLC, the City of Muskegon, and the City of Muskegon Brownfield Redevelopment Authority.

ROLL VOTE: Ayes: Johnson, Gawron, Warren, German, Rinsema-Sybenga, and Turnquist

Nays: None

MOTION PASSES

2017-59 NEW BUSINESS:

A. Arena Lease – Rad Dad's City Manager

SUMMARY OF REQUEST: City Staff has been working with a group of local business owners interested in creating a restaurant and bar to service the LC Walker Arena and also provide more daily food/beverage options to the downtown community. Rad Dad's Taco and Tequila Bar is originally proposed to lease approximately 3,500 square feet of concourse space in the arena and 500 square feet of outdoor space to provide outdoor dining space at the corner of Western Avenue and 4th Street. The group is now proposing to lease approximately 5,300 square feet. The owners would like to open by September 1, 2017.

FINANCIAL IMPACT: Build-out costs are expected to be less than \$350,000. If build out costs are at \$350,000, the tenant's initial lease rate will be \$12.50/sf (\$66,250 annually for both interior and outdoor space. In the event that costs fall below or exceed \$350,000, any amount over or under \$350,000, will be added to or subtracted from the tenant's lease rate as follows: for every dollar of variance, the tenant's annual rent will increase/decrease by 12.5 cents per year. Regardless of savings, rent will be no less than \$53,000 annually.

BUDGET ACTION REQUIRED: \$350,000 Capital Improvement is expected; a budget adjustment will be included as part of the 1st quarter budget reforecast, with the proceeds coming from the Public Improvement Fund.

STAFF RECOMMENDATION: To approve the request and authorize the city Manager to sign the lease.

Motion by Commissioner Johnson, second by Commissioner German, to approve approve the request and authorize the City Manager to sign the lease.

ROLL VOTE: Ayes: Gawron, Warren, German, Rinsema-Sybenga, Turnquist, and Johnson

Nays: None

MOTION PASSES

B. Arena Rink Alterations City Manager

SUMMARY OF REQUEST: There are a number of repairs needed to the dasher boards at the LC Walker Arena. Rather than simply repairing and replacing the boards, arena management is proposing to upgrade the dasher boards behind both goalie areas to accommodate indoor soccer goals. The new boards will allow for an imbedded 14x18 soccer goal. These goals will accommodate the Muskegon Risers indoor soccer club, as well as a number of exhibition games planned in 2017 – 18. The goals will also make it possible to add indoor soccer tournaments and leagues during the hockey offseason.

FINANCIAL IMPACT: The new dasherboards are provided and installed by Rink Systems at a cost of \$24,250. The concrete work will be provided by RW Concrete Sawing, Inc. at a cost of \$4,155. Additional costs may arise as arena staff explores seating options for the area directly adjacent to the soccer goals.

BUDGET ACTION REQUIRED: A budget adjustment will be included as part of the 1st quarter budget reforecast, with the proceeds coming from the Public Improvement Fund.

STAFF RECOMMENDATION: To approve the request and authorize the installation of the new dasher board system at a cost not to exceed \$30,000.

Motion by Commissioner German, second by Commissioner Warren, to approve the request and authorize the installation of the new dasher board system at a cost not to exceed \$30,000.

ROLL VOTE: Ayes: Warren, German, Rinsema-Sybenga, Turnquist, Johnson, and Gawron

Nays: None

MOTION PASSES

C. Authorization to Repair/Refurbish 1999 Olympia City Manager

SUMMARY OF REQUEST: The City owns and operates a 1999 Olympia Ice Resurfacing machine (often referred to as a Zamboni). The Olympia has required significant repairs over the past three hockey seasons, and almost in the inability to finish a Lumberjack's playoff game earlier this year. A replacement Olympia would likely cost between \$75,000 and \$125,000, depending on the age of the unit. Staff is seeking permission to send the current

Olympia to be refurbished. The cost of the project is dependent upon the components that are ultimately replaced. Arena management expect this cost to be between \$30,000 and \$35,000, as a number of major components have already been replaced in the past year.

FINANCIAL IMPACT: Not to exceed \$35,000

BUDGET ACTION REQUIRED: A budget adjustment will be included as part of the 1st quarter budget reforecast, with the proceeds coming from the Arena Fund.

STAFF RECOMMENDATION: To approve the request and authorize the refurbishing of the 1999 Olympia at a cost not to exceed \$35,000.

Motion by Commissioner German, second by Commissioner Warren, to approve the request and authorize the refurbishing of the 1999 Olympia at a cost not to exceed \$35,000.

ROLL VOTE: Ayes: Warren, German, Rinsema-Sybenga, Turnquist, Johnson, and Gawron

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission meeting adjourned at 6:27 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC, City Clerk

Date: July 19, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Farmers Market Liquor License

SUMMARY OF REQUEST: To finalize the application process for our permanent liquor license by authorizing signors, approving the use of the outdoor seating area, cancelling our request for a specific purpose permit, and approving a new Sunday Sales (AM) permit.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the resolution authorizing the Mayor to sign the letter to the Michigan Liquor Control Commission on behalf of the City Commission.

City of Muskegon

State of Michigan

RESOLUTION

WHEREAS; the City of Muskegon has applied for a permanent liquor license at the Muskegon Farmers Market; and

WHEREAS; City Commission wishes to give approval to the use of an outdoor seating area and approving a new Sunday Sales (AM) permit; and

NOW THEREFORE BE IT RESOLVED, that the City Commission authorize the Mayor to sign a letter to the Liquor Control Commission requesting the use of an outdoor seating area, cancelling our request for a specific purpose permit, and approving a new Sunday Sales (AM) Permit.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Muskegon to be affixed this 25th day of July 2017.

Stephen J. Gawron
Mayor

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

Assessor/
Equalization Co.
(231)724-6386
FAX (231)724-1129

Cemetery/Forestry
(231)724-6783
FAX (231)724-4188

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

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

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

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

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

Finance
(231)724-6713
FAX (231)726-2325

Fire Department
(231)724-6795
FAX (231)724-6985

Human Resources
Co. (Civil Service)
(231)724-6442
FAX (231)724-6840

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

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

SafeBuilt
(Inspections)
(231)724-6715
FAX (231)728-4371

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

July 25, 2017

Michigan Liquor Control Commission
C/O Amanda Nye, Investigator
Grand Rapids District Office
Enforcement Division
Cell: 231-429-6907
Fax: 517-763-0052

RE: Request ID #903487 – City of Muskegon

Dear Ms. Nye,

On behalf of the City of Muskegon, the Board of Commissioners makes the following resolutions and requests with regard to the above referenced application:

1. John Schrier and Brian Leibrandt of Parmenter O'Toole, PC are approved as authorized signors;
2. The City of Muskegon is approved to use the outdoor seating area as requested at the meeting between yourself, Ms. Meisch, and Mr. Leibrandt;
3. The specific purpose permit originally requested is no longer needed, and can be cancelled from the application;
4. A new Sunday Sales (AM) permit is requested.

If you have any questions, please feel free to contact Brian Leibrandt or Ann Meisch.

Sincerely,

Name: Stephen J. Gawron
Title: Mayor

CITY COMMISSION MEETING: July 25, 2017

TO: HONORABLE MAYOR AND CITY COMMISSIONERS
FROM: Kenneth D. Grant, Assistant Finance Director
DATE: July 18, 2017
RE: Appointment of Treasurer Position

SUMMARY OF REQUEST:

To appoint Sarah Petersen as the new City Treasurer effective August 7, 2017

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

After interviewing nine candidates the City Manager, Finance Director, and the Assistant Finance Director agree to offer the Treasurer's position to Sarah Peterson.

COMMITTEE RECOMMENDATION:

Date: 7/25/17

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: Beach Tractor

SUMMARY OF REQUEST:

The Equipment Division is requesting permission to purchase a Beach Tractor from J&J Farm Sales, the lowest qualified bidder with a price of \$59,915.00. This price includes a trade in of our current tractor for \$12,000.00.

FINANCIAL IMPACT:

\$59,915.00

BUDGET ACTION REQUIRED:

None. Amount is what was budgeted.

STAFF RECOMMENDATION:

Authorize staff to purchase one Beach Tractor form J&J Farm sales for the price of \$59,915.00

Excel in Your Field™

Specifications

CATEGORY	P7010C	P7040	P7040 CPS
ENGINE			
Type	4 - Cylinder, Direct - injection, Water - cooled		
Model(Tier 4 Interim)	Iveco FPT F5C	Iveco FPT NEF	
Engine HP(Gross)	72	97	
PTO HP	63	85	
Rated speed, RPM	2300		
Displacement-cu, in.	195.3 + TC	273.4 + TCA	
Fuel tank capacity(gal)	26.4		
Alternator(V-A)	12V - 120 Amps	12V - 90 Amps	
DRIVE TRAIN			
Transmission	Synchro shuttle	Power Shuttle with hi-low	
No. of Speed with creeper	20F x 20R	40F x 40R	
Brakes	Wet, Multi - disc		
Steering	Hydrostatic Power Steering		
PTO			
Type	Fully Independent or Manual		
Rear(rpm)	Standard(540 / 750 / 1,000 rpm)		
PTO Function	Shiftable ground speed PTO		
HYDRAULIC SYSTEM			
Implement pump, gpm	12.0	15.9	
Steering pump, gpm	7.0	7.0	
Total flow, gpm	19.0	22.9	
Category, 3pt hitch	CAT 2		
Hitch Lift capacity, lbs(Hitch end)	6,173		
Lift control type	Position / Draft		
DIMENSION			
Overall length with 3pt, in.	157.1	160.5	
Min. overall width with Ag tires, in.	77.8	78.7	
Wheelbase, in.	86.6	90	
Ht to top of Cab with Ag tires, in.	102.3	104.8	103.9
TIRE SIZE			
Ag Front	11.2 - 24	12.4 - 24	13.6 - 24
Ag Rear	16.9 - 30	18.4 - 30	18.4 - 34
WEIGHT			
Total weight without ballast, lbs.	6,675	6,660	7,143

Note Specifications and design are subject to change without prior notice.

Get More Standard Features

- Power & tilt steering
 - Switch operated Independent PTO with 540, 750 & 1000 RPM
 - Front loader valve and fender mounted joystick
 - Deluxe cabin with A/C, heating & air recirculation
 - Interior lighting
 - Front & rear wipers & washers
 - Premium stereo with AM/FM/CD
 - Clock
- Deluxe adjustable seat
 - Remote control valves (3 pair)
 - Rear work light
 - Horn
 - 7 pin electrical connector
 - Extendable lower links and telescopic stabilizers
 - Draw bar
 - Hydraulic draft & position control with auto lift
 - Pre-heat starting aid

- Hand & foot accelerator control
- Safety flashers & turn signals
- Fuel, coolant temperature, tachometer & hour meter gauges
- Differential lock, parking brake, battery charging, engine oil pressure, fuel filter, hydraulic oil filter pressure, 4WD, PTO operation, electro-hydraulic lift and high beam operation/ warning lights



LS Tractor USA | 6900 Corporation Parkway, Battleboro, NC
P: 252.984.0700 | F: 252.984.0701 | www.lstractorusa.com

Dealer Imprint Zone

39000937-1311



P Series
P7010C / P7040 / P7040CPS
Heavy Duty Utility Tractors



Excel in Your Field™

- 72HP and 97HP, 4-cylinder low fuel consumption engine
- 5 year warranty*
- 20 x 20 synchro shuttle or 40 x 40 power shuttle
- Creeper gear
- Front wheel mechanical assist 4WD
- Selectable 540, 750 & 1000 RPM rear PTO
- Flat operator platform with rubber mat
- Ag tires
- Available quick attach, self-leveling front end loader with skid steer compatible bucket & grill guard

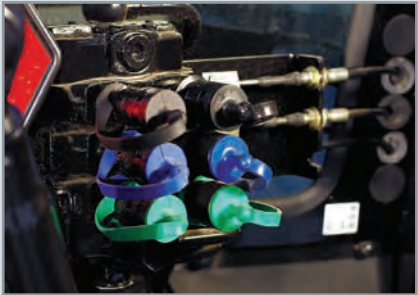
*5-year limited warranty. See dealer for details

P Series Heavy Duty Utility Tractors

Excel in Your Field™



PTO Selections
Adds functionality and improves ease of use with selectable manual or independent mode, your choice of 540, 750, 1000 RPM or shiftable ground speed PTO mode



3 sets of remotes standard
Adds functionality and improves ease of use by allowing attachment of hydraulically controlled implements without the high, additional costs like others in its class to add the remotes as options



Iveco Tier 4 Interim Engine
4 cyl low vibration, fuel efficient yet powerful



Power Shuttle Models
Maximizes ease of use with effortless, clutch-less directional changes with the 40 forward / 40 reverse speeds with hi/Low mode



Position and draft control with Automatic lift
Increases ease of use across a wider variety of implements



Flat platform open station models
With rubber mat and side mounted gear lever, maximizes space, improves operator comfort, and makes getting on/off tractor easier



Comfort Cabin (CABIN model only)
Offers unobstructed view in AC/heated comfort and includes interior lighting, front & rear wiper/washer, side mounted mirrors deluxe AM/FM/CD Stereo



Rear work light
Never be in the dark with this hands-free functional feature that allows light to be directed where you need it

Date: 7/25/17

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: Tahoe Police Cruisers

SUMMARY OF REQUEST:

The Equipment Division is requesting permission to purchase Three (3) Tahoe Police Cruisers from Berger Chevrolet, the Mi-Deal State Contract holder for a purchase price of \$35,246.00 each.

FINANCIAL IMPACT:

\$35,246.00 each for a total of \$105,738.00

BUDGET ACTION REQUIRED:

None. Amount is what was budgeted.

STAFF RECOMMENDATION:

Authorize staff to purchase Three (3) Chevy Tahoe Police Cruisers from Berger Chevrolet.



AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: July 19, 2017

RE: LC Walker Arena Locker Room Plumbing

SUMMARY OF REQUEST:

The locker rooms A-F are in need of plumbing repairs/upgrades in the shower areas. In total, 16 shower assemblies will be replaced at a cost of \$1,007.68 each. The total cost of the 16 assemblies is \$16,123.00

FINANCIAL IMPACT:

\$16,123.00

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize Arena Management to accept the \$16,123.00 proposal from Lascko Plumbing and Mechanical, LLC.

COMMITTEE RECOMMENDATION:



July 7, 2017

MR. TIM HARVEY

Phone: 616-566-3577

Tim.Harvey@shorelinecity.com

Re: LC Walker Arena Shower Replacements – Proposal#070717-1B

Dear Tim,

We offer the following proposal for your consideration:

Included:

- Shower work is for locker rooms A (3), B (3), C (3), D (3), E (3) & F (1) per walk through with Neil.
- Replace Acorn shower valve assemblies inside the existing stainless cabinets and shower heads.
- Minor piping revisions inside the existing boxes.
- Clean up the existing boxes as best as possible.
- Shower valves are special order.
- Required permit.
- Work is to be done during our normal working hours.

Not Included:

- Overtime.
- Any other repairs.

Your Investment: \$16,123.00

Note: If an item is not specifically mentioned in our scope of work listed above, it is not included. This proposal is valid for 30 days. Down payment 50%. Final payment is due at our completion of the work. A finance charge of 1.5% per month will be added to all late invoices.

Thank you for the opportunity to prepare this proposal for you. Please call any time if there is anything you would like to discuss.

Sincerely,

LASCKO PLUMBING & MECHANICAL, LLC

Brett Lascko

Owner

BL:le

Authorization to Proceed: _____ Date: _____

COMMISSION MEETING DATE: July 25, 2017

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: To Rebid the Demolition of 1290 Wood St. Dangerous Building Case #:
EN1607738

SUMMARY OF REQUEST: This is to request that the City Commission direct staff to rebid the demolition of 1290 Wood Street and to award all or part of the demolition to the lowest responsible bidder. The City Commission had concurred with the Housing Board of Appeals that the structure(s) at 1290 Wood were unsafe, substandard, a public nuisance and that the structure(s) be demolished at the meeting of January 10, 2017.

Case# & Project Address: # EN11607738 – 1290 Wood

Location and ownership: This structure is located on Wood St. which is abutting Wood St., Irwin Ave. and Kenneth St. and is owned by the Muskegon County Treasurer's Office, the Foreclosing Government Unit (FGU).

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$ 24,800 for the entire property.

Estimated cost to repair: \$ 60,000+

Staff Recommendation: To have staff rebid the demolition reflecting the changes from the original bid and to award the bid to the lowest responsible bidder.

1290 Wood (front building):



Rear Building:



Commission Meeting Date: July 25, 2017

Date: July 18, 2017
To: Honorable Mayor & City Commission
From: Planning & Economic Development & Public Works
RE: Michigan Natural Resources Trust Fund Grant Development Project Agreement for Pere Marquette Park Recreational Improvements and Defined Match Amount.

SUMMARY OF REQUEST:

The City had received the Michigan Natural Resources Trust Fund Grant Development Project Agreement for the Pere Marquette Park Project Improvements. The State has requested that the development agreement and the defined contribution agreement be signed. Work may begin on the project once the State approved the agreements.

FINANCIAL IMPACT:

There is no impact for the 2017 to 2019 budget years have this budgeted.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the resolution approving the Development Project Agreement for the Pere Marquette Park Recreational Improvements and to guarantee the defined match funds, and to have the Mayor and Clerk sign the attached Development Project Agreement and resolution.

COMMITTEE RECOMMENDATION:

None.

RESOLUTION NO. _____
MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE DEVELOPMENT PROJECT AGREEMENT FOR PERE MARQUETTE PARK RECREATIONAL IMPROVEMENTS, PROJECT NUMBER TF16-0114, AND FOR THE GRANT MATCH.

WHEREAS, the City of Muskegon, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Muskegon does hereby specifically agree, but not by way of limitation;

WHEREAS, the City of Muskegon has appropriate funds necessary to complete the project during the project period and to provide One Hundred Forty-Seven Thousand One Hundred (\$147,100.00) dollars (Thirty-Nine (39%) percent) to match the grant authorized by the DEPARTMENT;

WHEREAS, the City of Muskegon will maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

WHEREAS, the City of Muskegon will construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement;

WHEREAS, the City of Muskegon will regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms;

WHEREAS, the City of Muskegon will comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution;

NOW, THEREFORE BE IT RESOLVED by the Muskegon City Commission of the City of Muskegon, Michigan that the City Commission is approving the submittal of the Development Project Agreement for Pere Marquette Park Recreational Improvements, Project Number TF16-0114 and for the Grant Match of One Hundred Forty-Seven Thousand One Hundred (\$147,100.00) dollars (Thirty-Nine (39%) percent).

Adopted this 25th day of July, 2017

Ayes:

Nays:

Excused:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Marie Meisch, MMC, City Clerk

CERTIFICATION

I do hereby certify that the foregoing is a true and original copy of a resolution adopted by the City Commission of the City of Muskegon at a regular meeting thereof held on July 25, 2017.

By: _____
Ann Marie Meisch, MMC, City Clerk



Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund Development Project Agreement

Project Number : TF16-0114

Project Title : Pere Marquette Park Recreational Improvements

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **City of Muskegon IN THE COUNTY OF Muskegon County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA **93 of 2017**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **09/12/2017**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF16-0114** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is **07/14/2017 through 07/31/2019**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.
Play Equipment (including surfacing)
Access Pathway 5' - 6' wide
Restroom Building Renovation/Addition
6. The DEPARTMENT agrees as follows:
 - a. To grant to the GRANTEE a sum of money equal to **Sixty-One (61%) Percent of Three Hundred Sixty Seven Thousand Eight Hundred (\$367,800.00) dollars and Zero Cents**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred Twenty Thousand Seven Hundred**

(\$220,700.00) dollars and Zero Cents.

- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Sixty-One (61%) Percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Hundred Forty Seven Thousand One Hundred (\$147,100.00) dollars and Zero Cents** in local match. This sum represents **Thirty-Nine(39%) Percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities,

sealed by the GRANTEE'S Prime Professional.

- iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
 - vii. Bury all new telephone and electrical wiring within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance

and/or expansion of the GRANTEE'S park and outdoor recreation program.

- h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, **2017** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **10/31/2019**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2019**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project

area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.

- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or

- b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
- 22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.
- 23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
- 24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
- 25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
- 26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
- 27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
- 28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or

- d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
- a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

- b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the July 25, 2017,
date

regular meeting of the City of Muskegon, City Commission.
(special or regular) (name of approving body)

GRANTEE

SIGNED:

By: _____

Print Name: Stephen J. Gawron

Title: Mayor

Date: July, 25, 2017

Grantee's Federal ID#

38-6004522

MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

SIGNED:

By: _____
Steve DeBrabander

Title: Manager, Grants Management

Date: _____

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$_____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date

Date: July 25, 2017
To: Honorable Mayor and City Commissioners
From: DPW-Engineering
Subject: Adopt the revised WaterMain Standard Construction Specifications – Division 13

SUMMARY OF REQUEST:

Adopt the attached watermain specification revising the currently used standards for watermain construction effective immediately. The proposed revisions (highlighted on the attached file) are necessary to incorporate new materials and construction methods.

The City's standard construction specifications, including the watermain section, were last revised in 2010.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Adopt the revision and authorize engineer to sign and seal revised specifications.

COMMITTEE RECOMMENDATION:

DIVISION 13

WATERMAIN

13.01 WATERMAIN

13.01.01 General

As used herein, watermain shall be considered to mean all pipes, conduits, and all necessary appurtenances to transport water, lying within public rights-of way or easements. All materials outlined in this Division shall be manufactured in the United States or be otherwise approved by the City Engineer.

13.01.02 Scope

The Contractor shall, unless otherwise noted, furnish all materials, equipment, tools and labor necessary to accomplish the work required under this contract in a safe and reliable manner, and all contract items are to be placed in proper operating conditions in full conformity with the contract and proposal, detail drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer and materials as approved by the engineer.

13.01.03 Location

The location, grade and the approximate depth of the proposed watermain is shown on the plans with line and grade to be provided by the City of Muskegon unless otherwise noted. The Engineer reserves the right to make minor changes in alignment, grade and location of appurtenances, when such changes deemed necessary or advantageous. Major changes will be accomplished as described in Part 3, Section 1 Item 39 page 45 of the City of Muskegon Standard Contract.

13.01.04 Clean-Up

Surplus materials and appurtenances furnished by the City shall be delivered by the Contractor to the Public Service Building. Confirmation and/or receipts should be obtained from the Stockroom Manager and reported to the Project Inspector. All other surplus construction material shall be removed from the site by the Contractor. Trench backfill and surface replacement shall follow pipe laying operations so that the extent of open trench shall not exceed 500 feet, unless specific authorization is obtained from the Engineer. The finished site shall be free of debris and neat appearance.

13.01.05 Contractors "Notice to Proceed"

After receiving the "Notice to Proceed" the contractor shall give the City Engineer a minimum of 48 hours notice of start to allow for survey layout and assignment of inspection personnel. Whenever work is to be done by City forces or co-ordination with City forces, the contractor shall provide a

DIVISION 13

WATERMAIN

minimum of 48 hours advance notice to the department from which the work is requested.

13.02 MATERIALS

13.02.01 General

All materials furnished by the Contractor must conform in all respects to the following standards. (Where reference specifications are used, they shall be considered as referring to the latest revised issue).

The Contractor shall be responsible for all material furnished and shall replace, at his own expense, all such material found defective during the life of the contract. For material furnished by the City of Muskegon, the Contractor shall become responsible from the time of delivery, and shall reject any defective materials within three calendar days of delivery, and such materials shall be replaced by the City. Any defective material furnished by the City and installed by the Contractor without discovery of such defect will, if found defective prior to final acceptance, be replaced with sound material by the owner. The Contractor, however, shall at his own expense, furnish all labor, equipment and supplies necessary to facilitate the above replacement.

The Contractor shall furnish to the Engineer a manufacturer's certification that all materials meet minimum requirements as detailed in the material specifications references (refer to paragraph 13.02.02). The Contractor's unit prices will be assumed to include an allowance for this responsibility.

All pipe and related items shall be stored as recommended by the manufacturer, on suitable timber skids free from contact with the ground. Gaskets shall be stored in as cool, clean and shaded a place as practicable.

Unloading shall be made so as to avoid damage to the castings or pipe. Under no circumstances shall materials be dropped. All special handling equipment and temporary supports shall be furnished by the Contractor.

No damaged or broken pipe shall be used, no damaged or broken cement lining in pipe or fittings shall be used, In the event coatings are damaged, the damaged area shall be recoated with an approved coating, at the Contractors expense, in a manner approved by the Engineer.

The watermain pipe shall be handled by means of slings. No hooks or loader forks shall be permitted to come in contact with joint rings or be inserted in the ends of the pipe and fittings for any reason.

Any material found defective or flawed during the progress of work will be rejected and removed from the site. No attempt will be made to repair defective materials without written consent of the Engineer.

DIVISION 13

WATERMAIN

13.02.02 Watermain Specification Reference

- (a) Ductile Iron, Push-On Joint Pipe, 3”– 64” ANSI/AWWA C151/A21.51-09
- (b) Push-On Joint Detail, ANSI / AWWA C111 / A21.11-12
- (c) Ductile Iron, Mechanical Joint Pipe, 3”– 24” ANSI/AWWA C151/A21.51-09
- (d) Mechanical Joint Detail, ANSI / AWWA C111 / A21.11-12
- (e) Cement Lining, ANSI / AWWA C104 / A21.4-13 (Standard Thickness)
- (f) Ductile Iron Pipe Wall Thickness Determination, ANSI/AWWA C150/A21.50-14
- (g) Ductile Iron, Flanged Joint Pipe, 3”– 64” ANSI/AWWA C111/A21.11-12 and ANSI/AWWA C151/A21.51-09
- (h) Mechanical Joint Fittings, ANSI / AWWA C153 / A21.53-11 and ANSI/AWWA C111/A21.11-12
- (i) Push-On Joint Fittings, ANSI / AWWA C110 / A21.10-12 and ANSI/AWWA C111/A21.11-12
- (j) Flanged Fittings, ANSI/AWWA C110/A21.10-12
- (k) Flanges, ASA-B16.1 Standard Class 125
- (l) Copper Pipe, ASTM Spec B88-55 “Type K”
- (m) Retainer Glands EBAA MEGALUG 1100 Series or Equal
- (n) Fire Hydrants, ANSI/AWWA C502-14

13.02.03 Provisions for Electrical Thawing

(a) Serrated Silicon Bronze Wedges

Two per joint for 3” through 12” pipe, four for larger pipe. Each wedge is to be driven into the opening between the plain end and the bell until snug. When four wedges are used, they are inserted side by side, in pairs. Wedges can be used with push-on joints only.

DIVISION 13

WATERMAIN

(b) Copper Cable Bond Conductor

Installation of copper cable bond conductor across the joints of push-on and mechanical joint pipe and fittings. The copper cable shall be a minimum AGW size #4 copper cable, The copper cable shall be welded to the pipe on push-on joints and have cable ends that fit standard watermain bolts for mechanical joints. The copper cable shall be of sufficient flexibility to withstand ground and pipe movement after installation.

(c) Copper Strap Bond Conductor

Installation of copper strap bond conductor across the joints of push-on joint pipe. The copper jumper strips shall be 1/16" x 3.4", 48 ounce soft copper, bolts shall be 5/16" x 3/4" silicon bronze hex head bolt and nut. The copper strap shall be welded to the pipe and be of sufficient flexibility to withstand ground and pipe movement after installation.

(d) Conductive Push-On Gaskets

These gaskets may be used in lieu of wedges, cable or strap bond conductors. Metal contact strips which are molded or inserted into the gasket must insure positive electrical contact between pipes. A thorough cleaning of gasket seating surface should be preformed prior to assembly.

(e) Payment

The payment for provisions for electrical thawing shall be included in the cost of the new watermain. No other payment shall be made.

13.02.04 Fire Hydrant

A 5 1/4" M.V.O. East Jordan (5BR 250) hydrant shall be furnished and installed in the locations shown on the drawings and should be placed in a plumbed vertical position. Hydrants shall be of the non-compression type, and shall conform to ANSI / AWWA C502-14 as last adopted, and any Underwriter Laboratories requirements. Hydrants shall have two 2-1/2" hose connections and one 5" "STORZ" fitting; their barrels shall be 8-1/2 inches in diameter (minimum) with 5-14" valve openings and shall open to the left utilizing a 1" nut (measured flat to flat). All hydrants shall be painted red. Threaded connections shall conform to the City of Muskegon Standard Big Six (six threads per inch). Hydrant inlets shall have 6" diameter mechanical joint connections unless otherwise specified on the plans or in the special provisions. The hydrant assembly shall have all mechanical joints restrained with ductile iron MEGALUG glands. The hydrant shall be so designed so that the direction of the nozzles can be reoriented without digging up the assembly, and so that height extensions may be added at a later date. Hydrants shall have bronze interior parts including operating stems. Bronze to bronze

DIVISION 13

WATERMAIN

main valve seats shall be required if seat removal is necessary for removing the valve assembly. All hydrants shall have a minimum bury of 6-1/2 feet. If the operating screw is located on the top it shall be bronze. Hydrants shall come with dual drain outlets conforming to AWWA C502-14, Section 4.8.2. When hydrants are installed below the water table, or in soils that are not permeable, the brass drain hole bushing shall be removed and a threaded brass plug inserted into the drain hole (weep hole) as directed by the engineer.

13.02.05 Gate Valves

All valves shall be iron body, bronze mounted, double disc. Parallel seat or compression resilient seated, with a 2" operating nut open to the right, with the direction indicated by an arrow cast on to the valve or the operating nut. Generally, end connectors shall be mechanical joint for all exterior ground-buried valves, unless otherwise specified. All valves shall have bronze stem, o-ring stem seal, non-rising stem, the stem shall have continuity with the body, and shall have a clean waterway equivalent in area, when open, equal to that of the connecting pipe. All valves shall be of new construction and complete with operating equipment and other appurtenances necessary for operation. All valves shall be designed to maintain a minimum 150 pound working pressure, tested at 300 pounds for sizes 14" through 48" or minimum 200 pound working pressure and tested at 400 pounds for sizes 2" through 12" and manufactured as per ANSI / AWWA C500 and C509. The valves shall be shipped as fully assembled as practicable. The exposed flanges and mounting pads shall be protected by wooden pieces bolted to them. All necessary skids and lifting devices shall be provided. Non-attached items shall be packed in boxes and properly labeled for assembly. The contractor may be required to furnish the services of a competent factory-trained serviceman to check final installation and supervise original start-up and operation of the equipment specified. Such services shall be included in the cost of the valve.

13.02.06 Butterfly Valves

Butterfly valves shall be manufactured to conform in all respects to the latest revisions of ANSI / AWWA, designation C-504, and coated inside and outside with standard bitumastic coating for water mains. The body, disc, shaft, seats, bearings and operators shall be designed based on Class 150B and may be the short or long body type. All butterfly valves shall have a working pressure of 150 psi, hydrostatically tested at 300 psi, and bubble-tight tested at 150 psi. The seat-ring shall be made of rubber body or disc mounted, and shall be adjustable and field replaceable in sizes 16" and larger. The shaft may be of the through type or stub type and shall be marked on the end to indicate the position of the valve disc with respect to the shaft and the shaft shall have continuity with the body. The shaft seals shall be of the "split-V" or "Chevron" type. The valve disc shall be of corrosion-resistant alloy cast iron. The valve disc shall be offset so as to prevent valve flutter in the full open

DIVISION 13

WATERMAIN

position. The valves shall be equipped with a stainless steel stop in the operator to prevent the disk from rotating through the closed position. The valve operator shall be permanently lubricated and sealed for buried service and shall be equipped with a two-inch square operating nut. The operator shall be constructed such that the valve will open when the nut is turned to the right or in a clockwise direction, with the direction indicated by an arrow cast onto the operating nut. Operators for valves 16" and 20" in size may be of the traveling-nut or worn gear type. Operators for 24" and larger shall be of the worn gear type. Generally, end connectors shall be mechanical joint, unless otherwise specified. All valves shall be of new construction and be complete with all operating equipment and other appurtenances necessary for operation. The contractor may be required to furnish the services of a competent factory-trained serviceman to check final installation and supervise original start-up and operation of the equipment specified. Such services shall be included in the cost of the valve.

13.02.07 Tapping Sleeve and Valve

Tapping Sleeves shall be full stainless steel sleeve as manufactured by Romac Style SST or approved equal, meeting the requirements of ANSI B16.1 Class 125 and in accordance with MSS-SP60, the sleeve will be required when tapping into existing watermain. The valve shall conform to City of Muskegon Standard Specifications 13.02.05. The joint between the sleeve and valve will be flanged. The Contractor shall present for approval detailed shop drawings of the assembly. Payment shall be at the unit price as described in the proposal and shall represent payment in full for the sleeve, valve and box completely installed.

13.02.08 Valve Boxes

Valve boxes shall be of ductile cast iron, adjustable, and furnished complete including cover, top section, center section and base. Valve boxes shall be not less than five inches in diameter with a minimum adjustment of 24 inches above and below proposed grade. The covers shall have the appropriate name cast on it ("WATER"). All parts of valve boxes, base and covers shall be coated by dipping in hot bituminous varnish. The valve box shall be placed centered on the valve nut and be placed in a plum vertical position. Payment for the materials and labor to install this item shall be included in the cost of the valve, unless otherwise specified.

13.02.09 Adjusting Water Valve Boxes

The water box materials shall be placed centered on the valve nut and be placed in a plumb vertical position. Pavement placement shall be the same as for adjusting manholes, (Section 14.04) unless otherwise specified. No payment will be allowed for adjusting water valve boxes either existing or new unless stipulated in the proposal.

DIVISION 13

WATERMAIN

13.02.10 Fitting Restraints

All plugs, caps, tees and bends which deflect 11-1/4 degrees or more, shall be provided with suitable restraints to prevent movement, in a manner acceptable to the Engineer. The restraint shall be applied to joints in each direction from the fitting according to the pipe restraint schedule or as shown on the construction plans in order to resist the thrust of the test pressure. Details of all restraints, unless specified, are to be submitted to the Engineer for approval. All joint restraints shall be considered incidental to this section of work, and included in the cost of the fitting. When specified as being necessary MEGALUG retainer glands shall be used for all ductile iron mechanical joint pipe and fittings through 24" and fast-grip gaskets for push-on pipe. For sizes larger than those maximums, self-restraining joints such as Superlock, or Lockfast pipe shall be used, or as specified by the Engineer.

13.02.11 Retainer Glands

Retainer Glands shall conform to 2.04.05 specification for watermain joints. Payment for this item shall be included with the new pipe and fittings. No additional payment will be allowed.

13.02.12 Flanged Joints

Where specified. Flanged joints shall be drilled using the Standard 125 pound Template.

13.02.13 Plugs and Caps

The caps (Tyler 5-155, or approved equal) plugs (Tyler 5-152, or approved equal) shall be ductile cast iron, and be 2" tapered with plug. Payment for caps and plugs in place shall be bid price as found in the proposal, or otherwise specified. No payment will be made for temporary caps and plugs used for testing purposes.

13.03 CONSTRUCTION METHODS

13.03.01 General Excavation

On any contract where the Engineer will supply grades, the Contractor will notify the Engineer at least 48 hours in advance. The trench shall be excavated true to line and grade and shall be of sufficient width to provide adequate working space for making joints, compacting back fill, sheeting, pumping and of sufficient depth so that the top of pipe will have a minimum cover of 5-1/2 feet as measured from the established or proposed gutter grade, or as measured from the proposed or existing ground elevation (six feet from the top of curb).

DIVISION 13

WATERMAIN

The Contractor shall take adequate precautions to protect all grade stakes. The Contractor shall be responsible for the cost of replacement of stakes which are damaged or lost through his negligence.

There shall be a minimum of six inches of clearance on each side of the barrel of the pipe and a maximum width of the trench at the level of the top of the pipe of not more than a distance equal to the O.D. of the pipe plus 24 inches. On paved streets, the pavement shall be cut by means of concrete

saws to a neat and straight line along the top edge of the intended trench opening, and all sawing shall be included in the cost of trench repair.

All material in excess of that needed or which is unusable shall be disposed of at such locations as the Engineer may direct. If the disposal site has been specified in the special provisions, the cost of disposal shall be included in the lineal foot cost of the pipe. If no disposal site has been specified, all excess material becomes the property of the Contractor.

The Contractor shall call Miss Dig 3 working days (Excluding Sat. Sun. and Holidays) before digging (1-800-482-7171) for the location of existing under ground systems. The Contractor is liable for all damages to existing under ground systems.

13.03.02 Sheeting and Bracing

When the depth of the trench or soil conditions require, or to prevent damage to adjacent structures and property, or to protect workmen, the sides of the trench shall be sheeted, shored and braced adequately to prevent sliding or caving. All underground utilities crossing the trench or running parallel to the proposed pipe, shall be supported and braced in an approved manner. All materials and labor for sheeting, shoring and/or bracing shall be furnished by the Contractor and will be considered incidental to the work. The Contractor is fully responsible for the sufficiency of such supports and for the integrity of his work. In the removing of the sheeting or bracing, special care shall be taken to prevent any caving of the sides of the excavation and to prevent damage to the completed work or to adjacent property, and to prevent loss of density in the pipe bedding material.

13.03.03 Obstructions

Wherever obstructions, not shown on the plans, are encountered and interfere to such an extent that an alteration to the plan is required, the Engineer shall be notified at once and shall make such changes in the plans as he deems necessary. If such a change results in a significant increase in the amount of work required of the Contractor, such a change shall be paid by

DIVISION 13

WATERMAIN

change order to the contract, only to the extent that his change in work is not covered by contract unit prices.

13.03.04 Deflections

Deflections for obstructions or other purposes shall be governed by these allowable limits in the table presented below, unless further deflection is allowed by written communication from the Engineer.

DEFLECTION TABLE

Unrestrained Connections only

<u>Pipe Size</u>	<u>Deflection in inches Per 20 foot length</u>
3	27"
4	27"
6	22"
8	17"
10	17"
12	17"
14	11"
16	11"
18	9"
20	9"
24	7"

13.03.05 Laying Condition

Laying Conditions Unless Specified Otherwise, Shall conform to the most Current Michigan Department of Transportation Standard Specifications for Construction, Standard Plan for Utility Trenches, R-83-C, or subsequent revision thereof for the trench detail specified.

13.03.06 Unsuitable Conditions

Where unstable soil is encountered at pipe grade, Trench undercut and backfill will be done and Unless Specified Otherwise, Shall conform to the most Current Michigan Department of Transportation Standard Specifications or subsequent revision thereof.

13.03.07 Pipe Care

Care shall be taken to keep the interior of the pipe clean and free from dirt and other foreign materials. Bulkheads shall be used at open ends of the pipe to insure cleanliness, especially at the end of each day's work. If there is

DIVISION 13

WATERMAIN

water in the trench, a water-tight plug will be utilized, and the seal must remain in place until the trench is pumped completely dry. The end shall also

be plugged whenever the pipe is left unattended. The pipe shall be laid with the bell ends facing in the direction of laying, unless otherwise directed by the Engineer.

13.03.08 Dewatering

When dewatering is encountered, Unless Specified Otherwise, Shall conform to the most Current Michigan Department of Transportation Standard Specifications or subsequent revision thereof.

13.03.09 Push-On Joint Assembly

It is essential that the gasket groove be clean and free of foreign matter prior to lubrication and gasket installation. Wire brushing, wiping or flushing may be required. The cleaned gasket groove shall be lubricated to make gasket installation easier and to assist in proper positioning of the gasket. The gasket must be correctly positioned within the groove. Check with fingers to be sure of correct placement. Lubricate the gasket over its entire inner surface; as well as to the bevel of the plain end. The joint should be assembled with both pipes reasonably straight alignment. Any deflection should be made after the joint is assembled. On any field cut pipe, the outside edge must be beveled and smoothed as any sharp corner may cause gasket damage. Straight alignment is especially important when assembling field cut pipe. Field inspection by the Engineer must be accomplished before a field cut pipe may be joined. During cold weather installations, keep gaskets warm prior to placement within the bell, to reduce their stiffness.

13.03.10 Mechanical Joint Assembly

The inside of the bell and the plain end of the pipe must be thoroughly cleaned of foreign matter and wire brushed if necessary. All surfaces and gaskets should be brushed over with soapy water. A rubbed gasket and follower gland should be placed on the plain end “seated” in the mechanical flanged bell; and then the gasket firmly and evenly pressed into the bell. After the gland is in position for bolting, insert all bolts and make all nuts finger-tight. Keeping the plain end centrally located within the bell, begin tightening bolts, bringing all bolts up evenly at all points around the bell flange. Alternate bolts from side to side until all bolts are uniformly tight within the correct range of torque of 75 to 90 foot pounds (4” thru 24” sizes). If effective sealing is not attained at the maximum torque level, the joint should be disassembled and reassembled after thorough cleaning. Megalug style retainer glands shall be used on all mechanical joints, after all gland bolts are tight, bring all retainer bolts up evenly around the pipe, tighten all retainer bolts by

DIVISION 13

WATERMAIN

alternating tightening on opposite sides of the pipe until the twist-off nuts snap off.

13.03.11 Existing Water Main Connections

Existing water main connections may be oversized. The Contractor shall confirm the size of the existing water main prior to the connections. No additional payment shall be made if over sized fittings are required.

13.03.12 Cut and Cap ___ Inch Watermain

The existing ___ inch watermain as shown on the construction plans, shall be cut and capped with a ductile iron, mechanical joint cap and restrained with retaining glands. The existing watermain will be thrust blocked in a manner to prevent movement of the existing watermain. Engineer will determine if the contractor's method of thrust blocking is acceptable

The completed work, Cut and Cap, ___ inch Watermain as shown on the construction plans and in the proposal, shall including all materials, labor and equipment, as measured and will be paid for at the contract unit price for Cut and Cap, ___ inch Watermain. No other payment will be allowed.

13.03.13 Compaction Tests

All soil compaction tests shall be preformed by the City with full cooperation and labor and equipment assistance from the contractor. The Contractor shall be allowed one re-test. All costs for any additional testing due to failure of the Contractor to meet density requirements shall be borne by the Contractor. These costs shall include all labor and equipment and supervision needed to re-test failed areas.

13.03.14 Field Cutting Pipe

The spigot ends of pipe which have been field cut, shall be ground to a smooth surface and painted with two coats of asphaltum metal protective paint.

13.04 WATER SERVICES

13.04.01 Definition

As used herein, water services shall be considered to include all pipe, corporation cocks, curb stops, curb boxes and all necessary appurtenances to transport water from the watermain to private property. For larger services requiring valves instead of corporation cocks, specifications will be covered in the Special Provisions.

DIVISION 13

WATERMAIN

13.04.02 Scope

The Contractor shall, unless otherwise noted, furnish all materials, equipment, tools and labor necessary to accomplish the installation of all water services at the locations shown on the plans or as located by the Engineer. The Contractor shall conduct his work as to minimize traffic interruptions.

13.04.03 Corporation Cocks

The unit price of this item shall include all labor and materials for tapping the existing watermain and installing the corporation cocks, utilizing a Mueller # P25008, Ford # FB1000-X pack joint or approved equal. On services 1 ¼" to 2" a ductile cast iron saddle Ford # FS101 or approved equal shall be used and will be included with the corporation cock payment. Payment will be for installation complete.

13.04.04 Water Service Line

The unit price of this item shall include all labor and materials for laying copper service pipe, type K, at the location specified and of the size indicated on the plans; in the proposal, or as specified by the Engineer. The service shall be connected to the corporation cock and "goose-necked" for expansion purposes, with a minimum of 5 ½ feet of bury below the proposed grade. Payment for water service shall be by the lineal foot as measured horizontally from the centerline of the main to the centerline of the curb stop or meter pit and from the centerline of the curb stop to the connection point of the existing water service, from the connection point of the meter pit to the connection point of the existing water service shall be lineal foot of pipe used, the connection fitting shall be included in the new water service line and shall have continuity between the old and new service.

13.04.05 Curb Stop and Box

The unit price of this item shall include all labor and materials to install a working and useable curb stop and box., utilizing a Mueller # P25155, Ford # B44-444M pack joint or approved equal with 2 inch Minneapolis thread, bushed for 1 ½ inches. Connections shall be copper pipe to copper pipe. Payment will be for installation complete.

DIVISION 13

WATERMAIN

13.04.06 Meter Pit

The unit price of this item shall include all labor and materials to install a working and useable meter pit, utilizing a Ford # W3-T Cover with Locking lid, Ford # AV94-324W pack joint Angle Yoke Key Valve, Ford # L94-24D pack joint Yoke Ell, Ford # EC-23 Expansion Connection, Ford # Y503 Series Yoke Bar, Sono-Loc 20 inch diameter 36 inch high Meter Box, or approved equal on all items, the City of Muskegon will provide the meter. The Contractor will install to finish grade at locations specified on the plans; in the proposal, or as specified by the Engineer. Payment will be for installation complete.

13.05 HYDROSTATIC TESTS

Connecting to Existing Water Mains Prior to Pressure Testing Will Not Be Allowed. Preliminary testing of mains shall be done by the Contractor to ascertain if there are any major leaks. Final pressure tests shall be made in presence of the Engineer, who shall receive 24 hours notice prior to testing. The Contractor shall pressure test each 5000 foot section of water main as it is constructed or as directed by the Engineer. Pressure testing of each 5000 foot section shall be made in increments of 1500 feet or less.

Before applying the specified test pressure, all air shall be expelled from the pipe. If hydrants for blow off are not available at high points, the Contractor shall make the necessary taps to release the air and insert plugs after the test has been completed, or install corporation cocks and leave them in place after testing. The Engineer shall notify the Municipal Water Department prior to making connections to any existing watermains, filling of mains with water and flushing of any watermains. Reasonable use of water from City mains for purposes of testing will be available at no cost to the Contractor.

The Contractor shall furnish proper appliances and facilities for testing and draining the main without injury to the work and surrounding territory. The Contractor shall test by filling the main with clean water under minimum hydrostatic pressure of 150 lbs per square inch. In no case shall the leakage in any stretch of pipe being tested exceed the following amounts in a 2-hour period: All pipe installed on the project shall be tested in accordance with the requirements of ANSI / AWWA C600-10.

$$L = \frac{SD \sqrt{P}}{148,000}$$

DIVISION 13

WATERMAIN

Where;

L = testing allowance (makeup water), in gallons per hour

S = Length of Pipe tested, in feet

D = Nominal Diameter of Pipe Tested, in Inches

P = Average Test Pressure during the hydrostatic test, in pounds per square inch (gauge)

For 6" pipe – 1.00 gallons per 1000 lineal feet per two hour period
For 8" pipe – 1.32 gallons per 1000 lineal feet per two hour period
For 10" pipe – 1.66 gallons per 1000 lineal feet per two hour period
For 12" pipe – 1.98 gallons per 1000 lineal feet per two hour period
For 14" pipe – 2.32 gallons per 1000 lineal feet per two hour period
For 16" pipe – 2.64 gallons per 1000 lineal feet per two hour period
For 18" pipe – 2.98 gallons per 1000 lineal feet per two hour period
For 20" pipe – 3.32 gallons per 1000 lineal feet per two hour period
For 24" pipe – 3.98 gallons per 1000 lineal feet per two hour period
For 30" pipe – 4.96 gallons per 1000 lineal feet per two hour period
For 36" pipe – 5.96 gallons per 1000 lineal feet per two hour period

In the event that a leak is detected and located, the Contractor shall review the method of repair with the engineer for concurrence before proceeding with the repair. After repairs are made the main will be retested. The Contractor shall notify the Engineer of his intent to retest at least 24 hours in advance. However, the Contractor shall not begin the retest until all attempts have been made to correct all defects, and approval for retesting has been given by the Engineer.

The City shall be responsible for all inspection costs for the first two hydrostatic tests of any section. If a section requires a third hydrostatic retest, the Contractor may be held liable for such inspection costs incurred by the City of Muskegon personnel.

13.06 ELECTRICAL CONDUCTIVITY

All ductile iron pipe and fittings furnished and installed under this contract shall be provided with electrical conductivity connections. Electrical conductivity connections shall be brass wedges, copper cable bond, copper strap bond, conductive push-on gaskets and megalug retainer glands as specified. After installation of the mains, backfilling and the hydrostatic pressure tests are completed, the system (pipe line and hydrants) shall be tested for electrical continuity and current capacity. It is imperative that all lines and appurtenances be filled with water prior to conductivity testing. The line will be tested in sections between hydrants and or stand pipes. The hydrants and hydrant valves will be opened to bleed off any air in the lead. The hydrant will then be closed and the hydrant valve left open. Adjacent

DIVISION 13

WATERMAIN

hydrants or stand pipes will serve as test section termini. The Contractor will provide electric current of 100 to 150 amperes for the test. Direct current of 150 amperes, shall be passed through the pipe line for a period of five minutes. Current flow through the pipe shall be measured continuously on a suitable ammeter and shall remain steady without interruption or excessive fluctuation throughout the five minute test. Insufficient current or intermittent current or arcing, indicated by large fluctuations of the ammeter needle, shall be evidence of defective electrical contact in the pipe line. The cause shall be isolated and corrected. Thereafter, the section in which the defective test occurred shall be retested as a unit and shall meet the test requirements to the satisfaction of the Engineer. All electrical connections shall be capable of carrying 60 amps. Any pipe cut and repaired with couplings shall have electrical connections. In addition to the above work the Contractor at the time the joint is made shall test each joint for contact effectiveness. The payment for electrical conductivity shall be included in the cost of the new watermain. No other payment shall be made.

13.07 Tapping Existing Water Mains 4 Inch and Larger

All work relative to tapping existing watermains shall be under the supervision of the Water Department Superintendent. The Contractor, after proper notice and coordination, shall have at the site adequate personnel, equipment and materials to properly install the tapping sleeve and valve. The existing watermain shall be exposed and the pipe cleaned to accept the tapping sleeve. The sleeve shall then be installed and valve attached. The Contractor shall then perform the pressure test at (150#) for five (5) minutes in the presence of the project Inspector. After testing, personnel from the Water Department will make the tap using City equipment. The Contractor will assist as necessary. No charges shall be made to the Contractor by the City for such described work.

13.08 Permeation

Every effort will be made to identify any contaminated areas before any work proceeds, but should the contractor encounter any contaminated area, work shall cease and the specialized gaskets for use in contaminated areas will be used. Refer to AWWA C600 section 4.1 (**Permeation**), for instructions about how to proceed in contaminated work areas.

13.09 CLEANING AND DISINFECTING

13.09.01 Flushing

After the hydrostatic tests have been satisfactorily completed, the pipe lines shall be cleaned and flushed by introducing water from the city water-

DIVISION 13

WATERMAIN

mains into the completed line and the water allowed to flow from the far end of the section and flushed until it runs clear. Before the main is chlorinated, it shall be flushed with potable water to remove air pockets and particulates. The flushing velocity in the main shall not be less than 3.0 ft/sec in accordance with AWWA C651-14, Section 4.4.2. Each section tested shall be flushed separately. All disinfecting shall be done in accordance with AWWA Standard C651-14.

13.09.02 Disinfecting

Disinfect the pipe lines with chlorine. The preferable point of application of the chlorinating agent is at the beginning of the new pipe line, or any valve section of it, and through the stand pipe or a corporation cock inserted in the horizontal axis of the newly laid pipe. Water from existing watermains should be controlled to flow very slowly into the newly laid pipe during application of chlorine. Partially open the end-most hydrant or valve on the section of pipe line under treatment to permit the flow of water through the pipe line. Continue treatment until the water flowing from the far end of the main contains a chlorine residual of at least 25 parts per million. Stop the flow of water and chlorine by closing appropriate openings. (See Sections 13.09.05 and 13.09.06 for information on chlorine products and methods of application) A field test shall be done for determining that the proper amount of chlorine residual is in the new pipe line, the test shall be done by the Contractor with testing equipment approved by the Engineer.

13.09.03 Disinfecting Duration

Permit the treated water to remain in the pipe line for at least 24 hours, after which, there should be a free chlorine residual of not less than 10 ppm. A field test shall be done for determining that the proper amount of chlorine residual is in the new pipe line, the test shall be done by the contractor with testing equipment approved by the Engineer. The main shall then be thoroughly flushed until all of the heavily chlorinated water is removed to the point of a residual chlorine content not to exceed 2 ppm, or a residual acceptable to the City of Muskegon Department of Public Works. The Contractor will test the water to see that this has been accomplished. (See AWWA C651-14, Section 4.9)

13.09.04 Sampling

The Engineer will schedule with the water filtration plant for sample pick-ups. (First sample pick-ups shall be done Monday through Thursday, no first sampling will be done Friday through Sunday) An initial set of samples will be taken after 16 hours without any water use. Then collect, using the sampling site procedures outlined and without flushing the main, two sets of samples a minimum of 15 min apart while the sampling taps are left running. Both sets of samples must pass for the main to be approved for release. A 48 hour test is required for each sample. If the results of the samples are unsafe, a

DIVISION 13

WATERMAIN

repeat of the chlorine treatment and sampling is necessary. A set of samples includes all samples collected along the length of the pipeline. For new mains, sets of samples shall be collected every 1200 feet of the new watermain, plus one set from the end of the line, and at least one from each branch greater than one pipe length. Sampling should never be collected from hoses or fire hydrants, Sampling shall be from stand pipes or a corporation tap with a copper pipe extension. Sampling points shall have a valve and a copper gooseneck assembly. Cost of collecting samples and laboratory analysis shall be paid for by the City of Muskegon, up to a maximum of two tests per section. Any additional testing will be at the Contractors expense. All materials, labor, equipment and tools for conducting the cleaning and disinfecting treatment shall be furnished by the Contractor without cost to the City. All sampling shall be done in accordance with AWWA C651-14, section 5.1, Bacteriological Tests.

13.09.05 Chlorine Products

Chlorine products for disinfecting watermain are available in several forms. Refer to AWWA C651-14, Sec. 4.1 for the forms of chlorine which may be used in the watermain disinfection operation, and the proper methods of handling and feeding different types of chlorine into the watermain. The most convenient forms are as follows:

A. Liquid Chlorine (gas) conforming to ANSI/AWWA B301 contains 100 percent available chlorine and is packaged in steel containers usually of 100-lb, 150-lb, or 1-ton net chlorine weight. The pressure of the chlorine in the cylinder varies with the outside temperature and will usually be found to vary between 40 and 140 lbs. per square inch.

B. Calcium hypochlorite conforming to ANSI/AWWA B300 is available in granular form or in 5-g tablets and must contain approximately 65 percent chlorine by weight. The material should be stored in a cool, dry, and dark place to minimize its deterioration.

CAUTION: Tablets dissolve in approximately 7 hr and must be given adequate contact time. Do not use calcium hypochlorite intended for swimming pool disinfection, as this material has been sequestered and is extremely difficult to eliminate from the pipe after the desired contact time has been achieved.

C.

13.09.06 Calcium hypochlorite Application

A solution of water and approved chlorine should be applied to watermain by means of solution feed chlorinating device with a power operated booster pump. High test calcium hypochlorite must be prepared as a water mixture for introduction into the watermain. The powder should be

DIVISION 13

WATERMAIN

made into a paste and then thinned to about a 1% chlorine solution (10,000 parts per million). The preparation of a 1% chlorine solution requires the following proportions of powder to water.

<u>Product</u>	<u>Amount of Compound</u>	<u>Gals. Of Water</u>
High test calcium Hypochlorite 65% to 70%	1 lb	8.0

Prepare the 1% chlorine solution in a container and permit solids to settle. Apply the clear supernatant solution to the main by pumping through a power operated chemical feeder. The following table indicates the amount of chlorine required for each one hundred feet of various pipes.

<u>Size of Pipe</u>	<u>Vol. gals. In 100 ft. pipe</u>	<u>Amounts of chlorine or chlorine solution per 100 ft of main for 25 p.p.m.</u>	
		Chlorine 100%	1% Chlorine Water Solution
4"	65.3	.013 lbs.	.16 gal.
6"	146.9	.030 lbs.	.36 gal.
8"	261.1	.054 lbs.	.65 gal.
10"	408.0	.085 lbs.	1.02 gal.
12"	587.5	.120 lbs.	1.44 gal.
16"	1044.5	.217 lbs.	2.60 gal.

13.10 METHOD OF MEASUREMENT AND PAYMENT

13.10.01 Watermain Pipe

Watermain Pipe shall be measured by lineal feet of pipe in place, including the lengths of fittings and valves, as measured along the center line of the pipe. At hydrant leads, watermain pipe shall be measured by lineal foot from the centerline of the main to the centerline of the hydrant including fittings and valves.

DIVISION 13

WATERMAIN

13.10.02 Valves and Fittings

Valves and Fittings shall be paid for as “each”, and the unit price shall include the cost of all materials and accessories, testing installation, restraining devices and labor necessary for proper operation.

13.10.03 Restraining Devices

Restraining devices, thrust blocks, retainer glands, tie rods, etc., shall be incidental to the piping costs and the cost of which shall be included in the unit price for watermain and / or valves, fittings, etc.

13.10.04 Hydrants

Hydrants shall be paid for as “each”, and shall include all materials, accessories and labor to install this item in the proper manner. Hydrant valves shall be paid for separately as an “each” item but the cost of all the restraining devices is incidental and should be included in the cost of the pipe in place.

Commission Meeting Date: July 25, 2017

Date: July 20, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Rezoning request for the property at 1361 S Getty St

SUMMARY OF REQUEST:

Request to rezone the property at 1361 S Getty St from B-1, Limited Business District to B-4, General Business District by, General Business by Laquan Robinson.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the rezoning.

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously recommended approval of the request at their July 13 meeting. They also unanimously voted to approve a Special Use Permit to allow for a car sales lot, contingent upon the rezoning of the property to B-4.

Planning Commission packet excerpt:

SUMMARY

1. The property is located on the corner of Getty St and Catawba St and is roughly a quarter acre in size. A 1,250 sf office building is located on site. The building has been vacant since 2010.
2. The property is zoned B-1, Limited Business District. The properties to the north are zoned B-4, General Business District. The properties to the south are zoned R-2, Single Family Medium Density Residential. The B-1 District in this area serve as a buffer between the residential neighborhoods and the more intense businesses in the B-4, General Business District. However, many of the properties in these B-1 Districts are actually homes with the ability to operate limited businesses. The property at 1361 S Getty fits the characteristics of B-4 zoning because of the commercial building on site. The B-1 zoning designation limits the usage of the property, which is evident from its long vacancy.
3. The applicant would like to operate a car sales lot at this location, which requires a B-4, General Business District designation and a Special Use Permit.
4. Written notice was mailed to all property owners and tenants within 300 feet. At the time of this writing, staff had not received any input on the request.
5. Please see the zoning ordinance excerpts for B-1 and B-4 Districts.

1361 S Getty St



[illegible]

Commission Meeting Date: July 25, 2017

Date: July 20, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Rezoning request for several properties to R-2, Single Family Medium Density Residential District

SUMMARY OF REQUEST:

Staff initiated request to rezone several properties from R-1, Single Family Low Density Residential District to R-2, Single Family Medium Density Residential District.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the rezoning.

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously recommended approval of the request at their July 13 meeting.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for several properties to R-2, Single Family Medium Density Residential District.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for several properties (see map) to R-2, Single Family Medium Density Residential District.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC
City Clerk

CERTIFICATE

(Rezoning of several properties to R-2, Single Family Medium Density Residential District)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 25th day of July, 2017, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2017

Ann Meisch, MMC
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on July 25, 2017, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for several properties (see map) to R-2, Single Family Medium Density Residential District.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2017

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

Commission Meeting Date: July 25, 2017

Date: July 20, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Rezoning request for several properties to R-3, Single Family High Density Residential District

SUMMARY OF REQUEST:

Staff initiated request to rezone several properties from R-1, Single Family Low Density Residential District to R-3, Single Family High Density Residential District.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the rezoning.

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously recommended approval of the request at their July 13 meeting.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for several properties to R-3, Single Family High Density Residential District.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for several properties (see map) to R-3, Single Family High Density Residential District.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC
City Clerk

CERTIFICATE

(Rezoning of several properties to R-3, Single Family High Density Residential District)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 25th day of July, 2017, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2017

Ann Meisch, MMC
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on July 25, 2017, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for several properties (see map) to R-3, Single Family High Density Residential District .

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2017

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

Commission Meeting Date: July 25, 2017

Date: July 20, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
**RE: Revocation of a Commercial Facilities Exemption Certificate –
896 Jefferson, LLC**

SUMMARY OF REQUEST:

Pursuant to Public Act 255 of 1978, as amended, staff is recommending the revocation of the Commercial Facilities Exemption Certificate granted to 896 Jefferson, LLC for failure to complete the project. On May 12, 2015, a 12-year certificate was granted for a project that was to include \$70,000 in renovations at 896 Jefferson St. The property owner is agreeable to the revocation.

FINANCIAL IMPACT:

The real property will be taxed at the normal rate and will no longer be frozen.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Revocation of the Commercial Facilities Exemption Certificate

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION REVOKING COMMERCIAL FACILITIES EXEMPTION CERTIFICATE #4-15-007
896 Jefferson, LLC**

WHEREAS, pursuant to P.A. 255 of 1978, as amended, after a duly noticed public hearing held on May 12, 2015, the City Commission of the City of Muskegon by resolution established a Commercial Redevelopment District at 896 Jefferson St; and

WHEREAS, the City of Muskegon approved a Commercial Facilities Exemption Certificate application for 896 Jefferson, LLC, number 4-15-007 for property located at 896 Jefferson in the amount of \$70,000; and

WHEREAS, 896 Jefferson, LLC has failed to proceed in good faith with the completion of the facility within the two-year construction period allowed; and

NOW, THEREFORE, BE IT RESOLVED BY the City Commission of the City of Muskegon:

The City Commission of the City of Muskegon hereby revokes Commercial Facilities Exemption Certificate number 4-15-007 for 896 Jefferson, LLC for property located at 896 Jefferson St.

Adopted this 25th Day of July, 2017.

Ayes:

Nays:

Absent:

BY: _____
Stephen J. Gawron
Mayor

ATTEST: _____
Ann Meisch
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 July 25, 2017.

Ann Meisch
Clerk

Commission Meeting Date: July 25, 2017

Date: July 20, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
**RE: Revocation of a Commercial Facilities Exemption Certificate –
165 Clay, LLC**

SUMMARY OF REQUEST:

Pursuant to Public Act 255 of 1978, as amended, staff is recommending the revocation of the Commercial Facilities Exemption Certificate granted to 165 Clay, LLC for failure to complete the project. On May 12, 2015, a 12-year certificate was granted for a project that was to include \$336,000 in renovations at 165 W Clay Ave. The property owner is agreeable to the revocation.

FINANCIAL IMPACT:

The real property will be taxed at the normal rate and will no longer be frozen.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Revocation of the Commercial Facilities Exemption Certificate

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION REVOKING COMMERCIAL FACILITIES EXEMPTION CERTIFICATE #4-15-006
165 Clay, LLC**

WHEREAS, pursuant to P.A. 255 of 1978, as amended, after a duly noticed public hearing held on May 12, 2015, the City Commission of the City of Muskegon by resolution established a Commercial Redevelopment District at 165 W Clay Ave; and

WHEREAS, the City of Muskegon approved a Commercial Facilities Exemption Certificate application for 165 Clay, LLC, number 4-15-006 for property located at 165 W Clay in the amount of \$336,000; and

WHEREAS, 165 Clay, LLC has failed to proceed in good faith with the completion of the facility within the two-year construction period allowed; and

NOW, THEREFORE, BE IT RESOLVED BY the City Commission of the City of Muskegon:

The City Commission of the City of Muskegon hereby revokes Commercial Facilities Exemption Certificate number 4-15-006 for 165 Clay, LLC for property located at 165 W Clay Ave.

Adopted this 25th Day of July, 2017.

Ayes:

Nays:

Absent:

BY: _____
Stephen J. Gawron
Mayor

ATTEST: _____
Ann Meisch
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 July 25, 2017.

Ann Meisch
Clerk

COMMISSION MEETING DATE: July 25, 2017

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN1603188

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the **Garage** structure located at **407 Monroe Ave** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

Location and ownership: This structure is located on Monroe Ave between 6th Street and 7th Street in the Nelson Neighborhood and is owned by Stacey Kelly 407 Monroe Ave, Muskegon.

Staff Correspondence: A property maintenance notice to repair was sent on 6-24-16. Three (3) extensions were given to repair or remove the garage in 2016, with no results. The Notice and Order to Repair or Remove was issued on 06/05/17. On 07/06/17 the HBA declared the garage structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$15,800

Garage Value: \$6,025

Estimated cost to repair garage: \$4,500

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish the **garage structure only** on the property

Owner Contact: Owner stated she did not have the money to repair or remove the garage. In the spring of 2017, the case was sent to “dangerous building dept.” for enforcement. The home owner was contacted and she was informed she would qualify for certain home repair programs. Owner did obtain the application for assistance but never return the paper work to the Community Neighborhood Services (CNS) office. No further contact with the owner. Owner(s) did not attend the HBA meeting.

Permits obtained: None

DANGEROUS BUILDING INSPECTION

Enforcement # EN1603188 (GARAGE ONLY)

Property Address: 407 MONROE AVE

Parcel # 24-205-376-0003-00

Date completed: June 24, 2016

DEFICIENCIES:

- 1. Garage roof is missing most of the roof covering**
- 2. Garage roof has holes**
- 3. Garage roof structure is collapsing**
- 4. Garage is no longer plumb and is leaning.**
- 5. Large old tree is leaning within 12 inches of garage. The tree trunk diameter is approx. 24 inches and is substantially hollow.**

If you disagree with the decision of the City Commission, you have the right to file a petition for superintending control in the Circuit Court for the County of Muskegon within 21 days after the City Commission concurs.

PHOTOS of the Garage of 338 Mason Ave





COMMISSION MEETING DATE: July 25, 2017

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN1709273

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the **Garage** structure located at **338 Mason Ave** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

Location and ownership: This structure is located on Mason Ave between 6th Street and 7th Street in the Nelson Neighborhood and is owned by Rebia Jackson and Rickey Farmer of 338 Mason Ave, Muskegon.

Staff Correspondence: A dangerous building inspection was conducted on 3-27-17. A notice to repair was sent on 3-23-17. A second notice was sent on 5-15-17. The Notice and Order to Repair was issued on 06/06/17. On 07/06/17 the HBA declared the structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$17,600

Garage Value: \$9,143

Estimated cost to repair garage: \$6,100

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish the garage structure only on the property

Owner Contact: The owner called on 04/10/2017 and stated he wanted to keep the garage and is getting estimates to complete the repairs. The owner requested an additional week to review the estimates. No further contact with the owner. Owner(s) did not attend the HBA meeting.

Permits obtained: None

DANGEROUS BUILDING INSPECTION

Enforcement # EN1709273

Parcel # 24-205-389-0010-00

Date completed: March 27, 2017

DEFICIENCIES:

- 1. Most of the roof covering and roof decking is missing.**
- 2. Any weather exposed and rotted roof joists must be replaced**
- 3. Sections of the vinyl siding are missing or not attached**
- 4. The garage overhead door is missing. The OSB construction materials covering the opening have not been painted with an exterior grade paint (as required under City Ordinance)**

If you disagree with the decision of the City Commission, you have the right to file a petition for superintending control in the Circuit Court for the County of Muskegon within 21 days after the City Commission concurs.

PHOTOS of the Garage of 338 Mason Ave



