

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 13, 2010

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
- ❑ INTRODUCTIONS/PRESENTATION:
- ❑ CONSENT AGENDA:
 - A. Approval of Minutes. CITY CLERK
 - B. City-MDOT Agreement for the Reconstruction of: Laketon Avenue from 250' East of Barclay to Beidler and 250' of Henry Street South of Laketon. ENGINEERING
 - C. De-energizing 37 Street Lights and Installing Four New Ones. ENGINEERING
 - D. Approval of NSP Authorizing Resolution. COMMUNITY & NEIGHBORHOOD SERVICES
 - E. Contract for Excavation of 510 White. COMMUNITY & NEIGHBORHOOD SERVICES
 - F. Contract for Excavation of 1680 Hoyt. COMMUNITY & NEIGHBORHOOD SERVICES
 - G. Sign Sponsorship Agreement with Habitat for Humanity for NSP Houses COMMUNITY & NEIGHBORHOOD SERVICES
 - H. MML Workers' Compensation Fund Board of Trustees Ballot. CITY CLERK
 - I. Special Event Request for Muskegon Bike Time Events Inc. (3rd Annual Event). COMMUNITY & ECONOMIC DEVELOPMENT
 - J. Viridian Drive Extension: Agreement for the Donative Conveyance of Real Property Between the City of Muskegon and Viridian Properties, LLC, Agreement for the Donative Conveyance of Real Property

**Between the City of Muskegon and Parkland Acquisitions, LLC;
Amendment.** PLANNING & ECONOMIC DEVELOPMENT

K. Liquor License Request for 435 & 441 W. Western Avenue. CITY CLERK

- ☐ PUBLIC HEARINGS:
- ☐ COMMUNICATIONS:
- ☐ CITY MANAGER'S REPORT:
- ☐ UNFINISHED BUSINESS:
- ☐ NEW BUSINESS:

**A. Request for Preliminary and Final Planned Unit Development Approval
for 1144 3rd Street.** PLANNING & ECONOMIC DEVELOPMENT

**B. Commemorative Street Naming of First Street Between Muskegon and
Webster.** PUBLIC WORKS

- ☐ ANY OTHER BUSINESS:
- ☐ PUBLIC PARTICIPATION:

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

- ☐ CLOSED SESSION:
- ☐ ADJOURNMENT:

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE BECKER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

Date: July 13, 2010
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes for the June 7th Commission Worksession Meeting and the June 22nd City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
June 7, 2010
City Commission Chambers
5:30 PM

MINUTES

2010-48

Present: Commissioners Warmington, Gawron, Carter, Spataro, Wierengo, Shepherd, and Wisneski.

Absent: None.

2010-11 Budget Review.

Bryon Mazade, City Manager, gave an overview of the proposed 2010-11 budget.

City Commissioners asked questions regarding the proposed budget.

Management indicated that Commissioners could choose to approve a one millage increase, currently allowed by the vote of the City Commission, and ask the voters to consider devoting one mil to the Major Street Fund at the November election. If the voters approve the request, the Commissioners would reduce the general millage by one mil.

Authorization to Purchase LC Walker Arena Scoreboard.

Moved by Commissioner Carter, seconded by Commissioner Wisneski to approve the purchase of the LC Walker Arena scoreboard in the amount of \$129,500, with the City's share of the project cost at \$65,000 to come from the City's EECBG grant and the remainder to be contributed by the Blue Ox Hockey.

ROLL CALL VOTE:

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

Nays: None.

MOTION PASSES.

Fire Union Agreement.

Moved by Commissioner Spataro, seconded by Vice Mayor Gawron to go into closed session to discuss the proposed Fire Union agreement.

ROLL CALL VOTE:

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

Nays: None.

MOTION PASSES.

Moved by Commissioner Wisneski, supported by Commissioner Carter to go into open session.

MOTION CARRIES.

Adjournment.

Motion by Commissioner Carter, seconded by Commissioner Wisneski to adjourn at 6:45 p.m.

MOTION PASSES

**Ann Marie Becker, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 22, 2010

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, June 22, 2010.

Mayor Warmington opened the meeting with a prayer from Vice Mayor Gawron after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Stephen Gawron, Commissioners Sue Wierengo, Steve Wisneski, Chris Carter, Clara Shepherd, and Lawrence Spataro, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Becker.

2010-56 HONORS AND AWARDS:

A. Muskegon Community College Softball Team.

Mayor Warmington presented resolutions to Coach Houseman congratulating him and the Jayhawks on their championship.

2010-57 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes for the June 8th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Fireworks Display Permit for Muskegon Summer Celebration. CITY CLERK

SUMMARY OF REQUEST: West Michigan Burnerz is requesting approval of a fireworks display permit for July 3rd at the Muskegon Summer Celebration. Fire Marshall Metcalf has reviewed the request and recommends approval contingent on inspection of the fireworks. The insurance coverage has been approved.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

C. Liquor License Request for 885 Jefferson Street. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Hennessy Operating, LLC to transfer ownership of the escrowed 2009 Class C Licensed Business with Official Permit (Food) located at 7211 E. Apple (Egelston Township) from Morrow's Restaurant, Inc., transfer location (governmental unit) to 885 Jefferson, Muskegon, MI 49440, and a New Additional Bar Permit.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.

D. Liquor License Request for 2064 Henry. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Star 8, Inc. (DJ's Pub), 2064 Henry Street to add an Outdoor Service (1 Area), to be held in conjunction with 2010 Class C & SDM Licensed Business with Dance Permit.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.

E. Request to Fly the Mexican Flag. CITY CLERK

SUMMARY OF REQUEST: Latinos Working for the Future is requesting permission to fly the Mexican Flag at City Hall on September 18th in honor of Mexico's 200th Independence day.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the request.

F. Sewer Lift Station Pump Control System Purchase. PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase a Sewer Lift Station Pump Control System from Kennedy Industries for Austin Lift Station at a total cost of \$8,360.

FINANCIAL IMPACT: Expenditures for the purchase would come from the Sewer Fund.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To purchase the pump Control System from Kennedy Industries. Kennedy Industries is the single source supplier of Multitrode Pump

Controller Equipment.

G. Amendments to the Zoning Ordinance – Rules on Banners. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Staff initiated request to amend Section 2334, #5 of Article XXIII to modify the rules on banners.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the zoning ordinance amendment.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their June 10th meeting.

I. Amend 2010 Action Plan. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To authorize the Community and Neighborhood Services office to begin the amendment process of the 2010 Action Plan in order to allocate \$10,000 of Community Development Block Grant funding to graffiti removal.

It is the City's position that graffiti is causing a blighted influence on our community and should be aggressively removed. In the past this activity was funded from the General Fund. Because of the current budget shortfall, it is being requested that funding from CDBG be used.

FINANCIAL IMPACT: The \$10,000 from CDBG will be added to the \$4,000 budgeted for graffiti removal for the 2010-2011 budget year, for a total of \$14,000 for graffiti removal.

BUDGET ACTION REQUIRED: The amendment of the 2010 budget.

STAFF RECOMMENDATION: To approve for the CNS office to begin the amendment process of the 2010 Action Plan to include Graffiti Removal.

J. Request Additional NSP Funds from MSHDA. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve for the Community and Neighborhood Services office to submit an application to the Michigan State Housing Development Authority (MSHDA) for additional Neighborhood Stabilization Program (NSP1) funds.

MSHDA has notified communities that additional funding is available on a competitive basis. Several cities and non-profits have not been able to commit and/or spend the funding in a timely fashion. MSHDA has no other option but to recapture and redistribute the available funding. All NSP recipients are required to have the funding spent by June 2012.

The CNS office will be requesting an additional \$1,000,000. The funding will be used to continue the City's Neighborhood Stabilization efforts, which include

demolition of blighted and abandoned housing, total rehabilitation of blighted, abandoned and foreclosed properties, development of green space and new infill housing.

FINANCIAL IMPACT: If approved by MSHDA, the City will have an additional \$1,000,000 to use to help with stabilization of its neighborhoods.

STAFF RECOMMENDATION: Approval of the request.

COMMITTEE RECOMMENDATION: The City Commission has previously approved the initial NSP1 application for \$1.4 million.

K. Consumer's Energy Grant for Academic Olympics. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve for the Community and Neighborhood Services office to submit a grant request to the Consumer's Energy Foundation in the amount of \$5,000. The funding will be used to assist with the cost of developing the 2010 Muskegon Unity Academic Olympics. The Third Annual Muskegon Unity Academic Olympics is scheduled to take place on Saturday, August 28, 2010, at Nelson Elementary School field.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the request.

COMMITTEE RECOMMENDATION: The City Commission approved for the CNS office to submit a grant request in 2008. This year's event has been discussed with the Citizen's District Council.

Motion by Vice Mayor Gawron, second by Commissioner Spataro to approve the Consent Agenda as presented minus item H.

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

Nays: None

MOTION PASSES

2010-58 ITEM REMOVED FROM THE CONSENT AGENDA:

H. Towing Contract. PUBLIC SAFETY

SUMMARY OF REQUEST: Proposals have been accepted for the towing contract with the City. This contract will go into effect on June 24, 2010. Proposals were submitted by the following companies:

1. All Pro Towing and Recovery, 2930 E. Apple, Muskegon 49442
2. Baxter's Towing and Storage, 5333 Airline, Muskegon 49444
3. Central Towing, 710 Alberta, Muskegon 49441
4. Reliable Towing, 1288 Ninth Street, Muskegon 49440
5. Stafford's Towing, 1410 Russell Road, North Muskegon 49445

6. ASAP Towing, 501 W. Hovey, Muskegon Heights 49444
7. Hansen Towing, 5445 Fisher, Wyoming 49548
8. Ramos Towing, 2444 Getty, Muskegon 49444

A bid from Campbell's Towing was not accepted as it was submitted after the submission deadline.

Based upon the proposals that were submitted, the overall low bid was entered by All Pro Towing, 2930 E. Apple Avenue. I am recommending that the Commission approve a contract with All Pro.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of this request.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the towing contract with All Prow Towing and Recovery.

ROLL VOTE: Ayes: Gawron, Spataro, and Warmington

Nays: Carter, Shepherd, Wierengo, and Wisneski

MOTION FAILS

Motion by Commissioner Spataro, second by Vice Mayor Gawron to reject all bids and rebid this contract.

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

Nays: None

MOTION PASSES

Motion by Commissioner Carter, second by Commissioner Shepherd to request an extension from our current supplier and call a Special Meeting if the extension cannot be obtained.

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

Nays: Warmington and Gawron

MOTION PASSES

2010-59 NEW BUSINESS:

- A. Viridian Drive Extension: Development Agreement Between the City of Muskegon ("City) and Grand Valley State University ("GVSU"), Agreement for the Donative Conveyance of Real Property Between the City of Muskegon and Viridian Properties, LLC, Agreement for the Donative Conveyance of Real Property Between the City of Muskegon and Parkland Acquisitions, LLC. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: In order to extend Viridian Drive between Harbor 31 (Dan Henrickson/developer) and Shoreline Inn & Suites (Jon Rooks/developer), a partnership is necessary between the parties. Mr. Henrickson and Mr. Rooks will donate the necessary property to GVSU, who will then donate the property needed for the extension, to the City. GVSU will pay for the extension costs (as well as legal and outside engineering costs) and the City will design and bid the project, as well as manage the construction process. The City will also pay for the extension of the water main.

FINANCIAL IMPACT: The City will pay for in-house design and construction management, as well as extension of the water main and long-term maintenance of the roadway.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Development Agreement between the City and GVSU and the two “Donative Conveyance” Agreements between the City and Viridian Properties, LLC and the City and Parkland Acquisition, LLC and authorize the Mayor and Clerk to sign the Agreements, as well as any other necessary documents (as outlined in the Agreement) to complete the project.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the Development Agreement between the City and GVSU and the two “Donative Conveyance” Agreements between the City and Viridian Properties, LLC and the City and Parkland Acquisition, LLC and authorize the Mayor and Clerk to sign the Agreements, as well as any other necessary documents (as outlined in the Agreement) to complete the project.

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

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Mayor Warmington requested that discussion be held at the August Worksession reference Water Filtration Consortium.

PUBLIC PARTICIPATION: Various comments were heard.

ADJOURNMENT: The City Commission Meeting adjourned at 6:37 p.m.

Respectfully submitted,

Ann Marie Becker, MMC
City Clerk

Date: July 13, 2010
To: Honorable Mayor and City Commissioners
From: Engineering
**RE: City – MDOT Agreement for the reconstruction of:
Laketon Ave. from 250' east of Barclay to Beidler
and 250' of Henry St. south of Laketon.**

SUMMARY OF REQUEST:

Approve the attached contract with MDOT for the reconstruction of Laketon Ave. between Barclay & Beidler and Henry St. south of Laketon and approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

MDOT's participation is limited to the federal funds of \$688,900 (81% of eligible cost). The estimated total construction cost is \$951,600.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Approve the attached contract and resolution authorizing the Mayor & Clerk to sign both.

COMMITTEE RECOMMENDATION:

RESOLUTION _____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE RECONSTRUCTION/WHITETOPPING OF LAKETON AVE. BETWEEN BARCLAY & BEIDLER AVE. TOGETHER WITH OTHER NECESSARY RELATED WORK ITEMS AND AUTHORIZATION FOR MAYOR STEPHEN J. WARMINGTON AND CITY CLERK, ANN BECKER, TO EXECUTE SAID CONTRACT

Moved by _____ and supported by _____

Commissioner _____ that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **10-5473** between the Michigan Department of Transportation and the City of Muskegon for the **reconstruction/whitetopping of Laketon Ave. between Barclay & Beidler** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **10-5473** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this _____ day of _____, 2010.

BY

Stephen J. Warmington, Mayor

ATTEST

Ann Becker, City Clerk

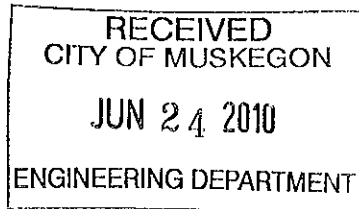
CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on _____, **2010**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____
Ann Becker, City Clerk

STP



DAB

Control Section	STUL 61407; STH 61609
Job Number	104259; 108639
Project	STP 1061(334)(323)
Federal Item No.	HH 6583; RR 7175
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	10-5473

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 7, 2010, attached hereto and made a part hereof:

PART A – STUL 61407; JOB #104259; STP 1061(334); HH 6583; FEDERAL PARTICIPATION

Reconstruction work along Laketon Avenue from Barclay Street easterly to Henry Street; including pavement removal, concrete pavement, storm sewer, sidewalk ramps, and pavement marking work; and all together with necessary related work.

PART B – STUL 61407; JOB #104259; STP 1061(334); HH 6583; NO FEDERAL PARTICIPATION

Watermain and sanitary sewer work along Laketon Avenue from Barclay Street easterly to Henry Street; and all together with necessary related work.

PART C – STH 61609; JOB #108639; STP 1061(323); RR 7175; FEDERAL PARTICIPATION

Concrete white topping work along Laketon Avenue from Henry Street easterly to Beidler Street and along Henry Street from Laketon Avenue southerly approximately 250 feet; including cold milling, sidewalk ramps, and pavement marking work; and all together with necessary related work.

PART D – STH 61609; JOB #108639; STP 1061(323) RR 7175; NO FEDERAL PARTICIPATION

Watermain and sanitary sewer work along Laketon Avenue from Henry Street easterly to Biedler Street and along Henry Street from Laketon Avenue southerly approximately 250 feet; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$495,500, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PARTS B and D

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

PART C

Federal Surface Transportation Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST at the established Federal participation ratio equal to 80 percent. The balance of the PART C portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

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

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein

provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

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

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

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

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

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

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The

REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

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

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

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

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

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

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

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

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

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

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

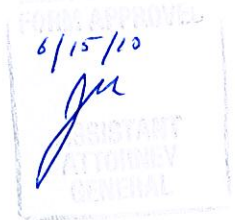
CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



June 7, 2010

EXHIBIT I

CONTROL SECTION	STUL 61407; STH 61609
JOB NUMBER	104259; 108639
PROJECT	STP 1061(334)(323)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>	<u>PART D</u>	<u>TOTAL</u>
Estimated Cost	\$620,200	\$43,500	\$241,700	\$46,200	\$951,600

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$620,200	\$43,500	\$241,700	\$46,200	\$951,600
Less Federal Funds*	<u>\$495,500</u>	<u>\$ 0</u>	<u>\$193,400</u>	<u>\$ 0</u>	<u>\$688,900</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$124,700	\$43,500	\$ 48,300	\$46,200	\$262,700

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

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by twenty percent (20%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

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

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

The agency shall submit two copies of:

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

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

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

c. Address: Michigan Department of Transportation
Bureau of Highways Technical Services
425 W. Ottawa, P.O. Box 30050
Lansing, MI 48909

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

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

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

Date: July 13, 2010

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: De-energizing 37 street lights and installing four new ones

SUMMARY OF REQUEST:

Authorize staff to enter into agreement with Consumer energy to de-energize 37-City owned street lights along Moses Jones (Muskegon Ave. & Webster Ave) from Spring to Bayou street and to install 4-new cobra head lights; 2- at the intersection of Bayou and 2-at the intersection of Marquette.

The cost to the City is \$2,315 and anticipated savings is \$638.34 per month. See attached letter from C.E. for more details.

FINANCIAL IMPACT:

\$2,315 which would be paid out of the street light budget.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To authorize staff to enter into an agreement with Consumer Energy to perform the work outlined in the summary of request and the attached letter from C.E.

COMMITTEE RECOMMENDATION:

Muskegon Customer Service Center

2021 Hoyt Street, Muskegon Heights, MI 49444 • (231) 722-2631 • Facsimile (231) 722-3138

June 23, 2010

City of Muskegon
Attn: Mohammed Al-Shatel
P.O. Box 536
Muskegon, MI 49443-0536

Request Nbr: 1006924634

Thank you for contacting Consumers Energy for your lighting needs on Moses Jones Hwy. Please note the request number above and include it on any correspondence you send. This estimate is for Consumers Energy to de-energize the City owned streetlights on Moses Jones Hwy and install 2 streetlights at the intersection of Bayou Ave & Moses Jones Hwy. and 2 streetlights at the intersection of Marquette Ave & Moses Jones Hwy. The removal of the City owned streetlight poles along Moses Jones Hwy is the City's responsibility.

Total estimated cost for de-energizing 37 streetlights:	\$ 1,915
Cost to install four 250W 24,000 LumensHPS streetlights:	<u>-\$ 400</u>
City of Muskegon's contribution:	\$ 2,315

If approved, the change in your monthly lighting bill based on current rates is as follows:

4 - HP Sodium 24000L-250W Luminaires (\$21.53 Monthly Rate /Light)	\$ 86.12 per month
37- MV 20000L-400W Luminaires (19.58 Monthly Rate /Light):	<u>-\$724.46 per month</u>
Total Savings per Month:	-\$ 638.34 per month

The savings per month does not include any kWh surcharges which fluctuate based on the kWh usage of the streetlights per month. For example, there is less sun light in the winter time so the street lights are on longer which correlates to a higher surcharge. In the summer time there are more daylight hours resulting in the streetlights being on less which correlates to a smaller surcharge.

If you approve this design, please have the attached Authorization for Change and Resolution signed and return the original to me with payment of \$2,315. You can attach the copy to your copy of the Standard Streetlighting Contract.

Please review all attached materials carefully and if you have any questions about your request, please feel free to call me at 231-727-6506.



John P. Brack
System Engineer
Muskegon Service Center

Commission Meeting Date: July 13, 2010

Date: June 30, 2010

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

RE: Approval of NSP Authorizing Resolution

SUMMARY OF REQUEST: To approve the attached authorizing resolution for an additional \$1,000,000 in NSP funds and instruct the Community and Neighborhood Services department to submit the resolution to the Michigan State Housing Development Authority (MSHDA).

The authorizing resolution is part of the application request to MSHDA for additional NSP funds.

FINANCIAL IMPACT: If the application request is approved, the CNS office will have \$1,000,000 in additional NSP funds to help with community development.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the authorizing resolution and direct the Mayor and Clerk to sign the resolution.

COMMITTEE RECOMMENDATION: The City Commission approved for CNS to apply for an additional \$1,000,000 of NSP funds from MSHDA at the June 22 Commission meeting.

MUSKEGON CITY COMMISSION

AUTHORIZING RESOLUTION FOR ADDITIONAL NEIGHBORHOOD STABILIZATION PROGRAM FUNDING

WHEREAS, the City of Muskegon is dedicated to the redevelopment of its neighborhoods and;

WHEREAS, the City of Muskegon is dedicated to promoting high quality affordable single-family housing in the community and;

WHEREAS, the City of Muskegon is dedicated to promoting homeownership throughout its neighborhoods;

NOW THEREFORE, BE IT RESOLVED that the City Commission has approved for the Community and Neighborhood Services office to apply for \$1,000,000 additional Neighborhood Stabilization Program (NSP) funding from the Michigan State Housing Development Authority (MSHDA). The Neighborhood Stabilization Program is consistent with the local community development plan and has the support of the Citizen's District Council. No project costs (NSP and non-NSP) will be incurred prior to the formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs is received from MSHDA. Bryon L. Mazade, City Manager, is authorized to submit the NSP direct funding request documents on behalf of the City of Muskegon.

Adopted this 13th day of July, 2010.

Ayes:

Nays:

By _____
Stephen J. Warmington, Mayor

By _____
Ann Marie Becker, MMC City Clerk

Commission Meeting Date: July 13, 2010

Date: July 6, 2010

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Department

Re: Contract for Excavation at 510 White

SUMMARY OF REQUEST: To approve for Community and Neighborhood Services to execute a contract with Press's LLC, 8081 Holton Duck Lake Road, Holton, for the demolition of the structure located at 510 White. This activity is under the Neighborhood Stabilization Program. The bid is for \$3,260, which was the lowest bid. The City received one additional bid:

- Franklin Contractors, 961 E. Barney Avenue, Muskegon for \$6,800

FINANCIAL IMPACT: The funding will be allocated from the City's NSP Grant.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request.



Commission Meeting Date: July 13, 2010

Date: July 6, 2010

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Department

Re: Contract for Excavation at 1680 Hoyt

SUMMARY OF REQUEST: To approve for Community and Neighborhood Services to execute a contract with Press's LLC, 8081 Holton Duck Lake Road, Holton, for the demolition of the structure located at 1680 Hoyt. This activity is under the Neighborhood Stabilization Program. The bid is for \$4,385, which was the lowest bid. The City received one additional bid:

- Franklin Contractors, 961 E. Barney Avenue, Muskegon for \$6,800

FINANCIAL IMPACT: The funding will be allocated from the City's NSP Grant.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request.



Commission Meeting Date: July 13, 2010

Date: July 6, 2010
To: Honorable Mayor and City Commission
From: Community and Neighborhood Services Department
RE: Sign Sponsorship Agreement with Habitat for Humanity for NSP Houses

SUMMARY OF REQUEST: To approve for the Community and Neighborhood Services office to give Muskegon County Habitat for Humanity two properties at 461 Marquette and 510 White and to have Cathy Brubaker-Clarke sign into a Sponsorship Agreement with them, using Neighborhood Stabilization Program (NSP) funds to build two new homes, for a maximum of \$40,000 for each home.

The CNS office has been working with Muskegon County Habitat for Humanity to join into partnership for these two NSP projects. We have purchased the properties. After demolition, we will give the properties to Habitat; they will build new homes on these properties using NSP funds and volunteers. They will then sell these homes to two families at or below 50% AMI.

FINANCIAL IMPACT: These two projects will be using NSP funds and we will meet our goal of using 25% of our funds to sell to at or below 50% AMI families. Nothing will come out of the General Fund.

COMMITTEE RECOMMENDATION: The City Commission has already approved for the CNS office to apply for additional NSP funds.



Sponsorship Agreement

This agreement between Muskegon County Habitat for Humanity (MCHFH) and The City of Muskegon (Sponsor), summarizes our partnership to construct a new home for a Habitat Homebuyer family at 461 Marquette, Muskegon, MI (Site).

Below are the commitments each party will maintain as we work together to build a home for a family and hope for our community:

MCHFH will:

- Manage all phases of construction of a new three-bedroom, one-bath, 1350 sq. ft. home that meets HFHI, MSHDA, and local code criteria as well as 5-Star Energy Star and handicap visitability standards.
- Hold open bid process through local media for licensed contract work such as HVAC, Electrical, Plumbing as well as any other paid labor for the project.
- Submit paid invoices for home construction costs monthly to Sponsor for reimbursement, along with other documentation requested by Sponsor.
- Secure remaining funds necessary to cover MCHFH's total cost of home construction (\$85,000 on average) through grants and fundraising.
- Select a qualified partner family, through application process that adheres to fair housing policy, to purchase the home upon completion. Homebuyer family will not have a household income of more than 50% AMI. *(Homebuyer has been selected for this home. MCHFH will submit CHDO client card with first draw.)*
- Equip the Habitat homebuyer family with homeownership training, financial literacy education, home maintenance education and mentoring support throughout the homebuying process, including oversight of 400 hours of homebuyer sweat equity.
- Reserve volunteer work days and times on the site as requested by sponsor.
- Recruit, train, and manage community volunteers to assist with construction process.
- Be responsible for a safe site location for volunteers each day.
- Provide professional construction supervision for all scheduled volunteer work crews.
- Post signage at home site indicating sponsor as partner.
- Promote the partnership to community at every opportunity, including use of sponsor logo whenever marketing the project.
- Sell the new home to the low-income partner family through a no-interest 20-25 year loan. *(Principal house payments help fund future homes for families and support the ministry of Habitat.)*
- Keep Sponsor updated on construction progress and any concerns or needs as they arise.

(Sponsor) will:

- Provide MCHFH with deed to the above-named property before start of construction (Currently scheduled for September 13, 2010).
- Prepare above-named site for construction prior to the afore-mentioned start date
- Provide \$40,000 (not including MCHFH CHDO funds for 2010/11) toward home construction costs by means of monthly reimbursement of paid construction invoices.
- Make MCHFH aware of any concerns or needs as they arise.

Muskegon County Habitat for Humanity (MCHFH)

280 Ottawa Street, Muskegon, MI 49442

T: 231-727-6020 F: 231-722-4959

E: jnichols@muskegonhabitat.org

City of Muskegon (Sponsor)

933 Terrace Street, Muskegon MI 49442

T: _____ F: _____

E: _____

Jodi Nichols
Executive Director

Cathy Brubaker-Clarke
Director of Community and Economic Development

Date

Date



Sponsorship Agreement

This agreement between Muskegon County Habitat for Humanity (MCHFH) and The City of Muskegon (Sponsor), summarizes our partnership to construct a new home for a Habitat Homebuyer family at 510 White, Muskegon MI

Below are the commitments each party will maintain as we work together to build a home for a family and hope for our community:

MCHFH will:

- Manage all phases of construction of a new three-bedroom, one-bath, 1350 sq. ft. home that meets HFHI, MSHDA, and local code criteria as well as 5-Star Energy Star and handicap visitability standards.
- Hold open bid process through local media for licensed contract work such as HVAC, Electrical, Plumbing as well as any other paid labor for the project.
- Submit paid invoices for home construction costs monthly to Sponsor for reimbursement, along with other documentation requested by Sponsor.
- Secure remaining funds necessary to cover MCHFH's total cost of home construction (\$85,000 on average) through grants and fundraising.
- Select a qualified partner family, through application process that adheres to fair housing policy, to purchase the home upon completion. Homebuyer family will not have a household income of more than 50% AMI.
- Equip the Habitat homebuyer family with homeownership training, financial literacy education, home maintenance education and mentoring support throughout the homebuying process, including oversight of 400 hours of homebuyer sweat equity.
- Reserve volunteer work days and times on the site as requested by sponsor.
- Recruit, train, and manage community volunteers to assist with construction process.
- Be responsible for a safe site location for volunteers each day.
- Provide professional construction supervision for all scheduled volunteer work crews.
- Post signage at home site indicating sponsor as partner.
- Promote the partnership to community at every opportunity, including use of sponsor logo whenever marketing the project.
- Sell the new home to the low-income partner family through a no-interest 20-25 year loan. *(Principal house payments help fund future homes for families and support the ministry of Habitat.)*
- Keep Sponsor updated on construction progress and any concerns or needs as they arise.

(Sponsor) will:

- Provide MCHFH with deed to the above-named property before start of construction (Currently scheduled for March, 2011).
- Prepare above-named site for construction prior to the afore-mentioned start date
- Provide \$40,000 (not including MCHFH CHDO funds for 2010 or 2011) toward home construction costs by means of monthly reimbursement of paid construction invoices.
- Make MCHFH aware of any concerns or needs as they arise.

Muskegon County Habitat for Humanity (MCHFH)

280 Ottawa Street, Muskegon, MI 49442

T: 231-727-6020 F: 231-722-4959

E: jnichols@muskegonhabitat.org

City of Muskegon (Sponsor)

933 Terrace Street, Muskegon MI 49442

T: _____ F: _____

E: _____

Jodi Nichols
Executive Director

Cathy Brubaker-Clarke
Director of Community and Economic Development

Date

Date

Date: July 13, 2010
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: MML Workers' Compensation Fund Board of Trustees Ballot

SUMMARY OF REQUEST: Authorization to vote for the seven incumbent Trustees to serve as Trustees of the Michigan Municipal League Workers' Compensation Fund.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.



michigan municipal league

Workers' Compensation Fund

► 1675 Green Road
PO Box 1487
Ann Arbor, MI 48106-1487

TEL 734.662.3246 800.653.2483
FAX 734.741.1774
WEB www.mml.org

to	Members of the MML Workers' Compensation Fund	from	Michael J. Forster, Fund Administrator
cc		date	June 28, 2010
		subject	2010 Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. Seven (7) incumbent Trustees have agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 20. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Workers' Compensation Fund*; the official ballot is located in the left navigation bar under *Online Forms*.

Thank you for your membership in the Worker's Compensation Fund, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster

Fund Administrator



THE CANDIDATES

Two-year terms beginning October 1, 2010

George Bosanic , City Manager, City of Greenville



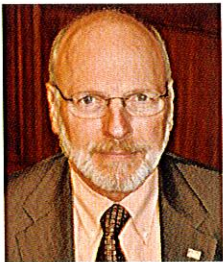
George has 19 years experience as a municipal official, serving as the city manager of Greenville for the last 14. He is a past president of the Greenville Rotary, winner of the Community Spirit Collaboration Award and a founding board member of the Montcalm County Big Brothers/Big Sisters Organization. He is a member of the Michigan Local Government Management Association and International City Management Association. George is seeking re-election to his third term as Trustee.

Christine Burns, City Manager, City of Cedar Springs



City Manager Christine Burns came to Cedar Springs in May 2007 after serving in the Village of Oxford for nearly 2 years and the City of Clare for more than 14 years. Chris graduated from Central Michigan University with the BS in BA majoring in Management (1990) and earned her MSA in Public Administration from CMU in 2006. Fire Up Chips! Chris is a member of the Michigan Local Government Management Association (MLGMA), International City/County Management Association (ICMA) and holds a Certified Master Municipal Clerk designation; she also serves as the President for the West MI Local Government Management Association and is on the Board of Directors for MLGMA. Christine is seeking her first term as Trustee.

Ken Hibl, City Manager, City of Clare



Ken has nine years Michigan municipal government experience, serving as the city manager of Clare. Prior to this appointment, he served as an officer in the U.S. Armed Forces for thirty years in leadership positions in armor, aviation, law enforcement, installation management, and the diplomatic service in Europe, the Far East, the Middle East, Africa, the Caribbean, and various locations within the U.S. He is a Rotarian and member of the Michigan Local Government Management Association and International City Management Association. Ken is seeking re-election to his third term as Trustee.

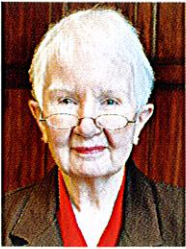
Valerie Knol, Councilmember, City of Farmington



Valerie was elected to the Farmington City Council in 2003. She served as Mayor Pro-Tem from 2005 to 2007 and Mayor from November 2007 to November 2009. She is currently serving as a Council member. In addition to Valerie's duties with the City of Farmington, she serves on the board of the Farmington Players Theatre and is a former board member of the Farmington Chapter of the American Association of University Women and Farmington YMCA. She has also been active with other community non-profits. Valerie is seeking her first term as Trustee.

THE CANDIDATES

Two-year terms beginning October 1, 2010



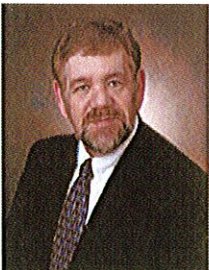
Elva Mills, Councilmember, Village of Lexington

Elva has more than 20 years experience as a municipal official, having served twelve years on the Madison Heights city council, and since 2000, on the Lexington Village council. Elva has also served on the boards of the Madison District Public Schools, the Sanilac County Community Mental Health Board and the Thumb Mental Health Alliance. In addition, she is currently active in a number of civic organizations, including the Greater Lexington Chamber of Commerce, the Lexington Business Association, the League of Women Voters, the American Association of University Women, and others. Elva is seeking her first term as Trustee.



Geraldine Moen, Mayor, City of Howell

Gerri has 16 years of experience as a municipal official and has been the Mayor of the City of Howell for eight years. She is a member of the Michigan Association of Planners, National League of Cities, and the Michigan Association of Mayors. Gerri is seeking re-election to her second term as Trustee.



Arthur Shufflebarger, Village Manager, Village of Milford

Arthur has 23 years experience as a municipal official. He has served as Milford's Village Manager for the past 17 years. He has also served on the MML's Governance Committee and Transportation and Infrastructure Committee, is a member of ICMA, the American Waterworks Association, the Water Environment Federation, the American Society for Public Administration and MLGMA. He is a member of the Milford Rotary and the 1992 recipient of the Michigan Rural Water Association's Manager of the Year award. Arthur is seeking re-election to his second term as Trustee.

Michigan Municipal League
Workers' Compensation Fund

OFFICIAL BALLOT - 2010

Vote for seven Trustees by marking the line to the
left of the name for two year terms beginning
October 1, 2010.

- George Bosanic, Incumbent
Manager, City of Greenville
- Christine Burns, Incumbent
Manager, City of Cedar Springs
- Ken Hibl, Incumbent
Manager, City of Clare
- Valerie Knol, Incumbent
Councilperson, City of Farmington
- Elva Mills, Incumbent
Councilperson, Village of Lexington
- Geraldine Moen, Incumbent
Mayor, City of Howell
- Arthur Shufflebarger, Incumbent
Manager, Village of Milford

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its
vote to be cast for the above persons to serve as
Trustees of the Michigan Municipal League Workers'
Compensation Fund.

Official Signature

Date:

CITY COMMISSION MEETING DATE
JULY 13, 2010

Date: July 2, 2010

To: Honorable Mayor and City Commissioners

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

Re: Special Event Request – Muskegon Bike Time
Events Inc (3rd annual event)

SUMMARY OF REQUEST: Muskegon Bike Time Events Inc. has filed a special events application for the annual Bike Time festival in downtown Muskegon on July 16, 17, & 18, 2010. They have requested the waiver of some City equipment rental fees. They have also requested to use their own labor pool rather than City employees whenever possible.

FINANCIAL IMPACT: Request that equipment rental fees be waived. In exchange Bike Time will provide a pre-negotiated amount of beverage tent wristbands. The exchange will be coordinated with the City Manager.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: It is recommended that staff be allowed to make the final decision regarding rental fees, actual costs, and/or exchange of concert tickets, to be coordinated through the City Manager. In addition, staff recommends that if Bike Time picks up items such as picnic tables, bleachers, and trash cans for distribution at the proper locations, there will be no charge to Bike Time. This must first be approved by City staff.

It is also recommended that City staff review staffing levels for City personnel with the Bike Time staff, with the City making the final decision on the number of City staff needed for the event.

These recommendations follow what was done for the 2009 event.

COMMITTEE RECOMMENDATION: None. This item was not presented to the Leisure Services Board, as that board was dissolved prior to the submission of this special event application.

July 2, 2010

To: Honorable Mayor and City Commissioners

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

Re: Special Event Request – Muskegon Bike Time Events Inc (3rd annual event)

The following items in bold are the requests made by Bike Time personnel. The information in italics is City staff's responses. Items #13 and #14 involve the request to waive fees and City labor.

1. Permission for exclusive use of Western Avenue from Terrace Street to 8th Street for motorcycle traffic and motorcycle parking only.

Bike Time may have exclusive use of Western Avenue from Terrace Street to 8th Street for motorcycle traffic and motorcycle parking only.

Bike Time may not close off 7th St. between Clay & Western Aves.

2. Permission for exclusive use of Market Street from Terrace Street to Jefferson Avenue for vendors and motorcycle parking.

Bike Time may have exclusive use of Market Street from Terrace St. to Jefferson Ave. for vendors and motorcycle parking."

3. Permission for exclusive use of the following streets for vendors and event parking: 1st & 2nd Streets between Western and Morris, 3rd & 4th Streets between Webster and Shoreline Drive, and Jefferson Avenue, 5th, 6th, 7th, & 8th Streets between Webster and Western Avenue.

Due to the fact that there are businesses located on Western Avenue east of Third St. and the Post Office must remain open, staff is requiring that: (a) First Street from Shoreline to Western must remain open (in addition, First St. between Western & Clay is not a public street and the City has no jurisdiction over it) (b) Morris from Third to Terrace must remain open to allow access to businesses and to the office complexes at Morris & Terrace. (c) The bikes will have to make their turns to go back west on Western from Jefferson and not from Terrace. No closures or impediments are allowed along Terrace. In addition, Hackley Park is reserved for a Party in the Park on July 16. Clay Avenue, between 3rd & 4th Streets should be available for Party in the Park on the evening of July 16.

4. We would like to request these streets to be closed at midnight Monday July 12th so that we may place tents in these intersections and start preparing them for the event, these streets are as follows: 4th at the alley between Clay and Western, and 4th at Walker Arena, 6th at alley between Clay and Western, and 2nd between Western and Clay at alley behind MAC.

Streets cannot be closed on Monday. They can be closed starting Wednesday, July 14. Tony Kleibecker, Public Safety Director, stated that he had met with Bike Time folks and they have agreed with the Wednesday date rather than Monday.

5. We would also request that all other streets are closed Wednesday July 14th at 12:00 a.m. so we can start preparing for vendor setup first thing Thursday morning.

Streets can be closed starting on Wednesday.

6. Exclusive use of city-owned parking lot on Western between 4th & 5th Streets for vendors. We also request the use of the city-owned electrical panel nearest the museum and will reimburse the city for associated usage fees during the three days of the event and anything immediately (i.e. 1 day) prior to the events start or after the events ending. We hope to take possession of this lot at 8:00 am on Wednesday July 14th so that we may set up in a timely manner. Following the event we will clean up the lot by noon on Monday July 19th.

*Bike Time is allowed to use the City's parking lot across from L.C. with the following conditions: a) Bike Time must use reasonable anchors to prevent permanent damage to the asphalt surface. Approval for "reasonable anchors" should be secured through the City's Engineering Department. b) **Bike Time must contact MISS DIG and Belasco Electric prior to the event to insure no underground utilities (private or public) are interfered with,** c) Use of the parking lot is contingent on approval from LC Walker Arena to insure they have no event scheduled during this time, d) Consumer's Energy must be contacted prior to the event and at the conclusion of the event to read the electric meter panel (in order that the City is properly reimbursed for electrical usage at the site).*

~ City of Muskegon Engineering Department, 231-724-6707

~ Miss Dig, dial 8-1-1 or 800-482-7171

~ Belasco Electric, 1391 Peck St., 231-722-3997

7. Exclusive use of the city-owned parking lots on Shoreline and 4th/Mart Streets for parking.

The City's portion of the Fourth St. & Shoreline parking belongs to L.C. management. Therefore, a separate agreement must be made between Bike Time and L.C. management for that lot. In addition, Bike Time is responsible for securing its own electrical service on site (not the City's).

~ L.C. Walker Arena, 955 4th St., 231-726-2939

8. The permission to close Terrace at Morris and Terrace at Western to motorcycle thru traffic only as well as emergency traffic. Motorcycle parking on this street would be prohibited, as we discussed with the Chief and City Manager we feel this is very vital and subsequent to the 2009 event.

This has already been addressed in a letter by Chief Kleibecker. He states that Terrace St. cannot be closed at any point.

9. Grant exclusive peddling and selling rights of any article from a stand, stall, vehicle, pack, basket, or in any other manner on any of the following streets, sidewalks, and alleyways in downtown Muskegon during Bike Time: Webster, Muskegon, Pine, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, Clay, Western, Shoreline, Morris, Market, Terrace, Thayer, Jefferson, and Division. Additionally, we request exclusive peddling and selling rights for all city-owned property in the downtown area.

As in 2009, exclusive peddling rights are granted in the immediate area of Bike Time (between Shoreline Drive to the east, east of Terrace, Seventh St. to the west, the lakeshore to the north, and Webster Avenue on the south). First St. from Western to Clay Ave. cannot be included in this request, as it is not public. Mart St. is not included, as it provides for the only access to the Amazon building while Western Ave. is closed off. Peddling & selling rights are not granted for the sidewalks in front of private properties.

10. Request the Muskegon Bike Time be notified by the City of Muskegon should any request arise for the following facilities during Bike Time: LC Walker Arena and Hackley Park.

The City will not be tied to notifying Bike Time of requests for use of City facilities.

11. Permission to set up beverage tents and to sell beer, wine, and liquor as part of our liquor license in all above-mentioned areas.

All liquor license requests are now handled through the Muskegon Police Department. Please contact Director Tony Kleibecker's office at 231-724-6955 with any questions you may have regarding the liquor license(s).

12. Permission to locate Muskegon Bike Time Official Event Merchandise Tents sponsored by Trophy House at the following locations: on the corner of 6th and Western in the street on 6th, on the corner of 4th and Western in the street on 4th closest to the LC Walker Arena, and on the corner of Western & 2nd Street (amended from 1st St. to 2nd St., per S.McDermith).

Bike Time may use the corner of 6th St. & Western Ave. in the street on 6th and the corner of 4th and Western in the street on 4th closest to the LC Walker Arena and on the corner of Western & 2nd St. for merchandise tents, with the exception of the area on 2nd St. in front of the Muskegon Athletic Club (MAC). They have use of this area per a special event request they filed in March, as they did last year.

13. Permission to use the equipment listed on the attached application. While we understand the need to reimburse the City of Muskegon for all labor costs, we would ask that the rental fee be waived for any equipment we borrow. In exchange we will provide a pre-negotiated amount of beverage tent wristbands. This exchange is to be coordinated with the City Manager.

This must be approved by City Commission at their July 13 meeting. Staff will recommend that City staff make the final decision regarding rental fees, actual costs, and/or exchange of wristbands, as was done in 2009.

14. Muskegon Bike Time wishes to use its own labor pool rather than City employees whenever possible for tasks previously done by City employees.

This must also be approved by City Commission at their July 13 meeting. There are implications with this, particularly in relation to public safety staff. Upon City Commission approval, City staff would be willing to review staffing levels for City personnel with the Bike Time staff, with the City making the final decision on the number of City staff needed for the event.

15. We request that the City of Muskegon provide a complete, detailed list of all fees incurred by Muskegon Bike Time.

The City will provide an estimated list of all fees incurred by Bike Time from the City of Muskegon.

16. Any additional labor or equipment not outlined on this application be cleared through Muskegon Bike Time first, unless it is an emergency or matter of public safety.

Approved as requested.

17. We request (and meetings have already begun) that the event manager/executive director and appropriate staff members meet prior to the event with relevant city personnel in order to discuss and review staffing levels for any and all city personnel to be reimbursed for their time working on Bike Time-related tasks.

City staff has been meeting with Bike Time staff.

In addition, the following must be adhered to:

18. Bike Time must coordinate with City staff regarding equipment needed for the event. The contacts for the Public Works Department and their equipment are:

~ Barricades: Doug Sayles, DPW Superintendent, 231-724-6993

~ Picnic tables, trash cans, bleachers: Bernadette Young, Parks Supervisor, 231-724-6991

19. Bike Time is responsible for removing trash from the permanent containers downtown during the event.



Muskegon Bike Time Events Inc
July 16 - 18, 2010

City of Muskegon Request for Special Event

*Revised January 2010- ALL requests for temporary liquor licenses must be submitted to the Muskegon Police Department for processing. Muskegon Police can be reached at: 231.724-6750.

Fee Schedule: \$50.00 Administrative fee must accompany each request
\$150.00 Fee for applications submitted 59-45 days prior to the event
\$250.00 Fee for applications submitted 44-30 days prior to the event
\$450.00 Fee for applications submitted 29 days prior to the event
**First time organizations (not events) could be exempt from any late fees. Failure to apply sixty days prior to the event date is cause to deny the request.

Please fill out this form and return with payment to the Department of Leisure Services, P.O. Box 0536, 933 Terrace St., Muskegon, MI 49443-0536. Telephone: (231) 724-6704 (Fax) (231) 724-1196

Applicant Organization MUSKEGON BIKE TIME EVENTS, INC

Applicant Contact Information

Contact Person SHANE McDERMITH

Address 838 N DELAWARE City INDIANAPOLIS State IN Zip 46204

Daytime Phone (317) 236 6515 Alt. Contact # _____

E-Mail address SMcDermith@FamilyEvents.com

Event Information

Special Event Title MUSKEGON BIKE TIME

Description of Event MOTORCYCLE FESTIVAL

Location of Event DOWN TOWN MUSKEGON

Reason for Event PROMOTE TOURISM

Date(s) of Event JULY 16-18, 2010

(Day 1) Hours of the Event/Start Time 12:00pm End Time 11:00pm

(Day 2) Hours of the Event/Start Time 9:00 AM End Time 11:00 pm

(Day 3) Hours of the Event/Start Time 9:00 AM End Time 8:00 pm

Anticipated crowd size 15,000 Will City Streets or Sidewalks be used? X Yes _____ No

If yes-Do they need to be closed? X Yes _____ No

RECEIVED

MAY 20 2010

CITY OF MUSKEGON
PLANNING DEPARTMENT

Annual event.
PCL \$150.00 CLE # 13519
Entered in database 5/20

Which streets/intersections?

SEE ATTACHED LETTER + MAP

Has your organization filed for a Special Event Permit with Leisure Services before for this event?

Yes X No _____ If yes, please list last year filed _____

Are there any changes in your request from previous years? Yes X No _____

If yes, please use this area to indicate any changes. Failure to notify the City of any changes from previous years is cause for denial. (Attach additional sheets if necessary)

Name of Insurance Company K+K INSURANCE

** Where the event is being held on City-owned or controlled property the applicant shall provide an amount of insurance as set by the City for liquor liability and general liability insurance, naming the City as an additional insured. The language should read similar to the following: The CITY OF MUSKEGON, all elected and appointed officials, employees, volunteers, and others working on behalf of the CITY OF MUSKEGON is named additional insured. *An acceptable certificate of insurance must be submitted prior to final approval.

Regulations of the license/permit:

1. All rules and regulations of the City of Muskegon Special Events Policy shall be complied with.
2. All City of Muskegon Ordinances shall be complied with.
3. The licensee will save the City of Muskegon harmless from all claims.
4. A proof of liability insurance in the amount of \$ 5,000,000.00 is required. A copy of the Certificate of Insurance naming the City of Muskegon as additional insured is required before the permit can be approved.
5. Special requirements as follows: _____

With my signature, I certify that I have read and understand the regulation of this permit. I also understand that City staff may require a meeting with applicant organization to help clarify the requests for services. Failure to attend the meeting could result in the denial of the request.

Signature of Applicant _____ Date _____
5-20-10
Date Received in Office

Approval Signature _____ Date _____
[Signature]
Staff Signature

****Leisure Services Use Only**

Proof of Insurance Received ✓ Data Entry 5/20 Notification/PDF 5/20

Work Order # _____ Approved/Denied by LS Board on _____

Processed by: _____ Copy to: DPW _____ Police _____ Parks _____ Fire _____

Part B

Muskegon Bike Time Events Inc
July 16 - 18, 2010

PARKS DEPARTMENT
REQUEST FOR CITY SERVICES

Instructions

Please check off any additional City Services that you may need. The applicant organization shall reimburse the City for all out-of-pocket expenses related to the set-up or clean up of the event, including overhead costs.

Power (must adapt to what is on site including plugs) YES LC Lot

Extension cords NO

Port-O- Jons YES

Applicant is responsible for making arrangements with a vendor.

*All outdoor events shall provide adequate restroom facilities including adequate handicapped accessible facilities (item d) Applicant should also provide a sink.

Water hook Up YES

*Parks will not provide hoses for trailers/concessions. Responsibility of the Applicant to provide hoses for portable water use

Irrigation- will it affect your event if it comes on at night? X YES NO

Park Rangers- are they needed? YES X NO

Trash cans NO metal 55 gal NO plastic Rubbermaid (55 gal) NO trash bags

Snow fence NO wood 50 foot **OR** NO plastic (length varies)

Zip ties NO

Posts NO Sledge hammer/Pounder NO

Park Bench's Bleachers YES Hang banners TBD

Will stakes be driven in ground or overhead devices near power lines? YES

****Applicant must Call Miss Dig at least 5 WORKING DAYS before event. Call to set up a time to meet on site. Applicant shall coordinate with City on Time prior to calling. (Free Service)***

Dumpster- responsibility of the Applicant (item I)

Water faucet turn on NO

Restrooms Opened? NO

Park Stage 4x8 sections, total of 10 sections, indoor or outdoor use, adjustable NO

LC Walker Arena Stage, indoor use only not adjustable NO

Picnic tables YES If yes, how many? ALL AVAILABLE

Party in the Park tables - Do not belong to Parks Dept. We can provide contact number for renting and hauling

Part B

PARKS DEPARTMENT

Trailer NO

Portable PA System NO

Posting signs or banner Refer to Planning Dept. regulations

Turf truck NO

Hand held blower NO

Walk behind blower NO

Gasoline NO

Hand Tools NO

Barricades "A" Frame for blocking off parking lots YES TBD

Party in the Park Tent 8x10 NO

Ladder NO

Mark fields/sidewalks NO

Goal posts NO

Sweeping- side walks/parking lots NO

Lights/set for certain time to go on and off TBD

Level an area _____

Duct tape/Caution tape NO

City manpower NO

City delivery of items NO

Mowing YES GRASSY KNOLL Bound By 7th, 8th, Western & Shoreline BY Tuesday
July 13th

Wood chips/tree trimming (Forestry Dept) NO

Other

Part B

**HIGHWAY DEPARTMENT
REQUEST FOR CITY SERVICES**

Portable grill NO

Command trailer with air conditioning NO TBD

Barricades for roads YES T-1 YES T-2 YES T-3

Cones YES How many? TBD Construction Barrels NO

No park signs YES

Signage with special wording YES (motorcycle parking only) signs

Lift truck/Sign truck NO

Water services/Fire hydrants YES All previous hydrants from 2004 +
Minimum of 72 hours need prior to event to test water

Generators NO

Equipment Services NO Backhoe NO Dump trucks NO Front End loader
NO Fork lift

Special Event Trailer-hand tools, shovels rakes etc. NO

Sweeping of City streets NO

Power hook up/Service drop YES LC LOT

Phone/Power drop NO

Sand Bags NO Just for Barricades

Digging or staking on grounds will/must be cleared through Miss. Dig. A minimum of 3 working days notice is required. The sponsoring agency is responsible for contacting Miss Dig at 1-800-482-7171. Miss Dig will mark all overhead devices near power cables or stakes to be driven into the road or ground. Please coordinate with City on Time prior to calling. (Free Service)

Fencing NO

Safety NO

Gloves NO

Trash pick up NO

Special markings on roads – start and finish lines YES

City manpower Where Required

City delivery of items YES Barricades

Brinning NO

Commission Meeting Date: June 22, 2010

Date: May 18, 2010
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Viridian Drive Extension: Agreement for the Donative
Conveyance of Real Property Between the City of
Muskegon and Viridian Properties, LLC, Agreement for the
Donative Conveyance of Real Property Between the City of
Muskegon and Parkland Acquisitions, LLC; Amendment**

SUMMARY OF REQUEST: These documents were approved at the June 22, 2010 Commission Meeting. Since that time, the property owners have requested that #6b be removed from the "Donative Conveyance" documents. This item pertains to land division issues, which GVSU and the City of Muskegon will be responsible for.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the amendment to the two "Donative Conveyance" Agreements between the City and Viridian Properties, LLC and the City and Parkland Acquisition, LLC and authorize the Mayor and Clerk to sign the Agreements, as well as any other necessary documents (as outlined in the Agreement) to complete the project.

6. Donor's Representations. Donor represents the following:

- a. Donor has full power and authority to enter into its Agreement and to convey title to the Subject Property in accordance with this Agreement.
- b. ~~The conveyance of the Subject Property in accordance with this Agreement will not violate any provision of state or local subdivision laws.~~ 
- c. No one other than Donor will be in possession of, nor have any right to possession of any portion of the Subject Property following closing.
- d. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Subject Property or any portion thereof, or pending or threatened against Donor which could affect Donor's title to the Subject Property or any portion thereof, or subject an owner of the Subject Property, or any portion thereof, to liability.
- e. To the best of Donor's knowledge, there are no:
 - i. Intended improvements or rights, which will result in the creation of any liens upon the Subject Property or any portion thereof;
 - ii. Uncured notices from any governmental agency notifying Donor of any violations of law, ordinance, rule or regulation, which could affect the Subject Property, or any portion thereof;
 - iii. Actual or impending construction liens against the Subject Property or any portion thereof;
 - iv. There is no lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, which affects the Subject Property or any portion thereof; and,
 - v. The execution of the Agreement will not constitute a breach or default under any agreement to which Donor is bound and/or to which the Subject Property is subject.

Each of the above representations shall be deemed to have been made as of the closing and shall survive the closing.

7. No Land Division; Dedication as Public. The Parties agree that conveyance of the Subject Property is between two adjacent parcels and that the Subject Property is being added to such adjacent parcel and therefore, is not a "division" as defined in MCL 560.102 (d). The deed for the Subject Property will include the right to make 0 future divisions of the Subject Property. At Closing and upon delivery of the deed to the City for the Subject Property, the City will dedicate the Subject Property as Public.

6. **Donor's Representations.** Donor represents the following:

a. Donor has full power and authority to enter into its Agreement and to convey title to the Subject Property in accordance with this Agreement.

b. ~~The conveyance of the Subject Property in accordance with this Agreement will not violate any provision of state or local subdivision laws.~~

JB

c. No one other than Donor will be in possession of, nor have any right to possession of any portion of the Subject Property following closing.

d. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Subject Property or any portion thereof, or pending or threatened against Donor which could affect Donor's title to the Subject Property or any portion thereof, or subject an owner of the Subject Property, or any portion thereof, to liability.

e. To the best of Donor's knowledge, there are no:

i. Intended improvements or rights, which will result in the creation of any liens upon the Subject Property or any portion thereof;

ii. Uncured notices from any governmental agency notifying Donor of any violations of law, ordinance, rule or regulation, which could affect the Subject Property, or any portion thereof;

iii. Actual or impending construction liens against the Subject Property or any portion thereof;

iv. There is no lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, which affects the Subject Property or any portion thereof; and,

v. The execution of the Agreement will not constitute a breach or default under any agreement to which Donor is bound and/or to which the Subject Property is subject.

Each of the above representations shall be deemed to have been made as of the closing and shall survive the closing.

7. **No Land Division; Dedication as Public.** The Parties agree that conveyance of the Subject Property is between two adjacent parcels and that the Subject Property is being added to such adjacent parcel and therefore, is not a "division" as defined in MCL 560.102 (d). The deed for the Subject Property will include the right to make 0 future divisions of the Subject Property. At Closing and upon delivery of the deed to the City for the Subject Property, the City will dedicate the Subject Property as Public.

Date: July 13, 2010
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Liquor License Request
435 & 441 W. Western Avenue

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Dave's House, LLC (DBA – Club Envy) for a New Outdoor Service (1 Area) to be held in conjunction with 2010 Class C-SDM Licensed Business with Dance-Entertainment Permit located at 435 & 441 W. Western Avenue, Muskegon, MI 49440, and a New Additional Bar Permit.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.



Muskegon Police Department

Anthony L. Kleibecker
Director of Public Safety

980 Jefferson
Muskegon, Michigan
49443-0536

www.muskegonpolice.com

Phone: 231-724-6750
FAX: 231-722-5140

June 21, 2010

To: City Commission through the City Manager

From: 
Anthony L. Kleibecker, Director of Public Safety

Re: Liquor License Investigation – 435 & 441 W. Western
Add New Outdoor Service (1 Area) to Licensed Business

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant Dave's House, LLC of 435 & 441 W. Western, Muskegon, MI. 49440 (DBA- Club Envy).

Dave's House, LLC is requesting a New Outdoor Service (1 Area) to be held in conjunction with 2010 Class C-SDM licensed business with Dance-Entertainment Permit located at 435 & 441 W. Western, Muskegon, MI.

Muskegon Police Department finds no reason to deny this request.

ALK/kd



Michigan Department of Energy, Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

LAW ENFORCEMENT RECOMMENDATION

[Authorized by MCL 436.1916, R 436.1105(2)(d) and R 436.1403]

FOR MLCC USE ONLY

Request ID # 557464

Business ID # 222727

6/9/10

AA

JUNE 9, 2010

TO: MUSKEGON POLICE DEPARTMENT
CHIEF OF POLICE
980 JEFFERSON STREET, PO BOX 536
MUSKEGON, MI 49443-0536

Re: DAVE'S HOUSE LLC REQUESTS NEW OUTDOOR SERVICE (1 AREA) TO BE HELD IN CONJUNCTION WITH 2010 CLASS C & SDM LICENSED BUSINESS WITH DANCE-ENTERTAINMENT PERMIT, LOCATED AT 435 & 441 W WESTERN, MUSKEGON, MI 49440, MUSKEGON COUNTY.

CONTACT: DAVID NICHOLS, SAME AS BUSINESS ADDRESS, B(231) 286-5845

We have received a request from the above licensee for the type of permit indicated below. Please make an investigation and submit your recommendation to the offices of the MLCC at the above address. Questions about this request should be directed to the MLCC Licensing Division at (517) 322-1400.

☐ OFFICIAL PERMIT FOR EXTENDED HOURS OF OPERATION FOR:

Weekdays _____ A.M. to _____ A.M.

Sundays _____ A.M. to _____ A.M./P.M.

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

NOTE: If the applicant is requesting two separate extended hours permits and the permits are for **different hours** you must complete the box below. If additional space is needed please use reverse side of this form.

☐ OFFICIAL PERMIT FOR EXTENDED HOURS OF OPERATION FOR:

Weekdays _____ A.M. to _____ A.M.

Sundays _____ A.M. to _____ A.M./P.M.

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ DANCE PERMIT

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ ENTERTAINMENT PERMIT

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

621 6-16-10
AN

☐ TOPLESS ACTIVITY PERMIT
☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☒ OUTDOOR SERVICE (1 AREA)
☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ PARTICIPATION PERMIT
☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ ADDITIONAL BAR PERMIT
☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐
☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

Signed:



Signature and Title
DIRECTOR OF PUBLIC SAFETY
ANTHONY L. KLEIBER

Print Name and Title

MUSKEGON POLICE DEPARTMENT

Date: 6-23-10

dl

Commission Meeting Date: July 13, 2010

Date: June 22, 2010
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Request for preliminary and final Planned Unit Development approval for 1144 3rd St.

SUMMARY OF REQUEST:

Request for preliminary and final Planned Unit Development approval for 1144 3rd St for a mixed-use commercial, retail and residential development.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends preliminary approval of the PUD and final approval of the PUD contingent upon conditions listed in the staff report.

COMMITTEE RECOMMENDATION:

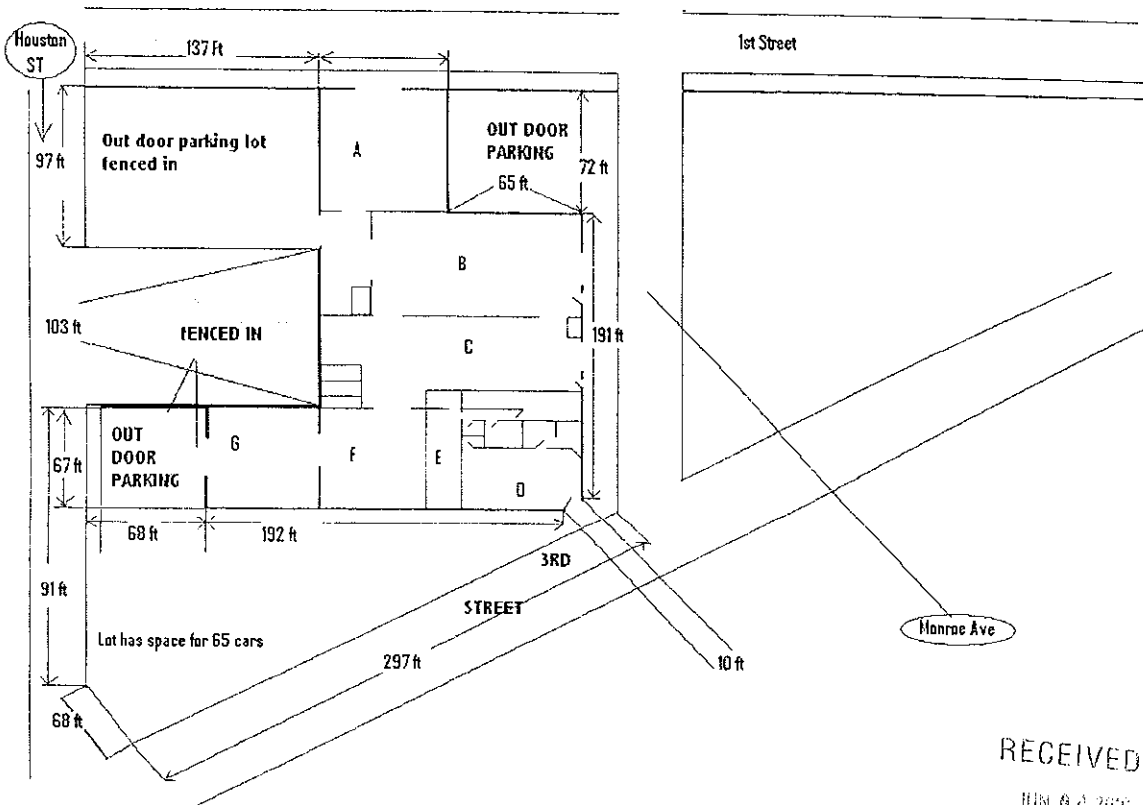
At their June 10 meeting, the Planning Commission recommended preliminary approval of the PUD and final approval of the PUD along with the conditions listed in the staff report.

Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING
June 10, 2010

1144 3rd St

Proposed Uses

A – Car Repair	E – Tax Office
B – Car Auction / Flea Market	F – Body Shop
C – Parts Sales	G – Body Shop
D – Retail	



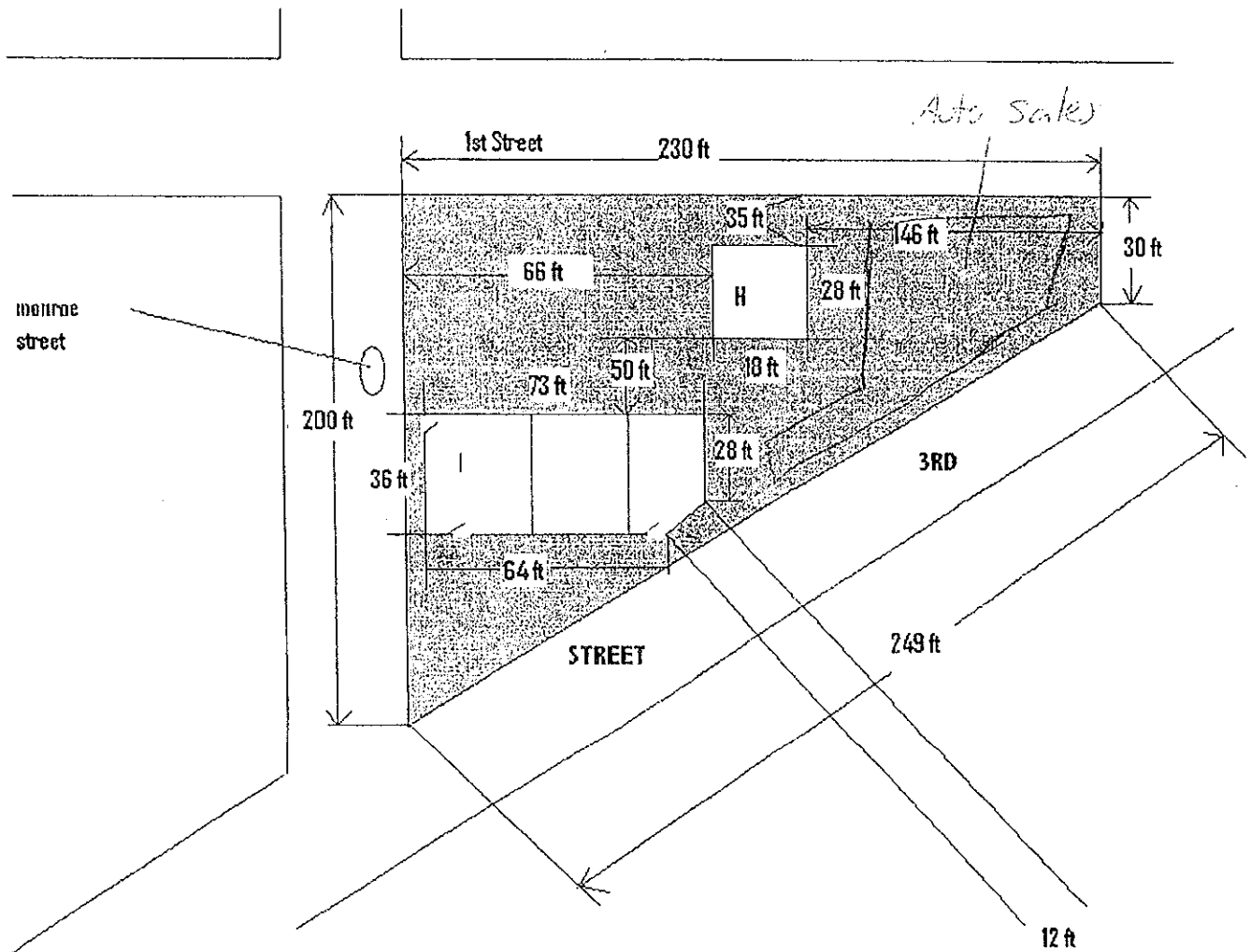
RECEIVED
JUN 04 2010
CITY OF MUSKEGON
PLANNING DEPARTMENT

1144 3rd St

Proposed Uses

H – Auto Sales Office

I – Car Wash / Retail / Residential

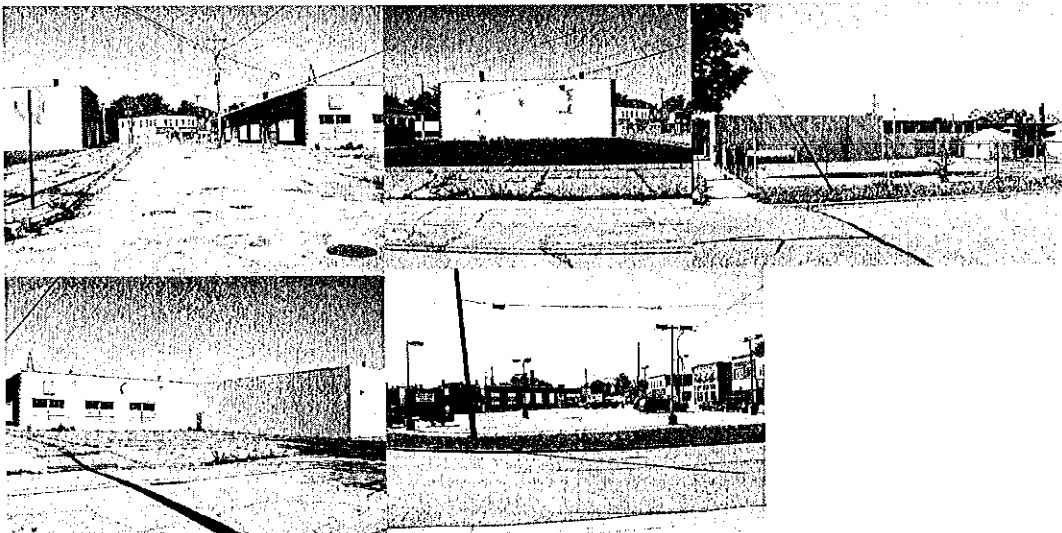


Parking Requirments

Use	Parking Requirements	Useable Space (sqft)	Parking Spaces Required
A – Car Repair	3 spaces for each repair stall, 1 for each employee	4,200 (1 stall)	5
B – Car Auction / Flea Market	Not defined in ordinance. Staff proposes 2 spaces per car auctioned	10,700	100
C – Parts Sales	1 space for every 300 sqft of useable floor area	7,000	23
D – Retail	1 space for every 300 sqft of useable floor area	1,800	6
E – Tax Office	1 space for every 400 sqft of useable floor area	1,200	3
F/G – Body Shop	3 spaces for each repair stall, 1 for each employee	8,200 (5 stalls)	18
H – Auto Sales Office	1 space for every 400 sqft of useable floor area	504	2
I – Car Wash / Retail / Residential	2 stacking spaces for each washing stall, in addition to, the stall itself 1 space for every 300 sqft of useable floor area 1.5 per dwelling unit	3,432 Car Wash (1 stall) 1,733 Retail 5,200 Residential (1 unit)	2 6 2
			167

Downtown Parking Overlay District allows 30% parking to be on street.
 $167 \times .70\% = 117$

Parking Options



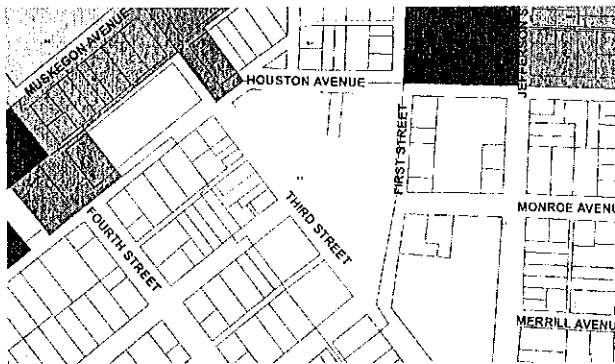
STAFF OBSERVATIONS

1. The property is presently zoned B-2, Convenience and Comparison Business. All of the proposed uses can't be accommodated under the present zoning, therefore a PUD has been requested.
2. The request for the PUD is to allow automobile sales on the property. The property had historically been used for automobile sales until the property was down zoned and Betten eventually moved out.
3. Debra Tober of 283 Houston called and said that she is in favor of the request. No other comments from the public were received.
4. The Fire Department had the following conditions:
 - a. Contact the Fire Marshall Office to order fire access lock box.
 - b. Water supply fire flow tests shall be conducted for any future addition that would require fire protection.
5. The Police Department did not have any comments.
6. The Engineering Department had the following conditions:
 - a. Any work within a public ROW must be applied for and approved by the Engineering Department before work begins.
7. The DPW did not have any comments.
8. The Inspections Department had the conditions:
 - a. Residential space with require the building to be suppressed.
 - b. Mixed uses will require fire suppression (plans required).
 - c. Handicap parking required.

MOTION FOR CONSIDERATION

I move that the Final PUD for a mixed use retail, commercial and residential development for the property at 1144 3rd St be (approved/denied) pursuant to the determination of (compliance/lack of compliance) with the intent of the City Zoning Ordinance and City Master Land Use Plan with the following conditions:

- A revised site plan is submitted and approved by the Planning Department, which shows the required amount parking spaces (117) that will be striped and outlines the area where vehicles will be sold.
- Conditions 5, 7 and 9 of the Staff Observations are met.



CITY OF MUSKEGON

RESOLUTION #2010-

**RESOLUTION FOR PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT
APPROVAL FOR 1144 3rd St.**

WHEREAS, a petition for a planned unit development was received from the EMC Group and,

WHEREAS, a planned unit development will allow a mixed-use commercial, retail and residential development; and,

WHEREAS, proper notice was given by mail and publication and public hearings were held by the City Planning Commission and by the City Commission to consider said petition, during which all interested persons were given an opportunity to be heard in accordance with provisions of the Zoning Ordinance and State Law; and

WHEREAS, the Planning Commission and staff have recommended approval of the Planned Unit Development and associated final site plan with conditions as follows:

1. A revised site plan is submitted and approved by the Planning Department, which shows the required amount parking spaces that will be striped and outlines the area where vehicles will be sold.
2. Conditions 5, 7 and 9 of the Staff Observations are met.

NOW, THEREFORE, BE IT RESOLVED that the recommendation by staff and the City Planning Commission be accepted and the preliminary and final planned unit development is hereby approved with conditions.

Adopted this 13th day of July, 2010

Ayes:

Nays:

Absent:

By: _____
Stephen J. Warmington, Mayor

Attest: _____
Ann Marie Becker, City Clerk

CERTIFICATE (Preliminary and final PUD for 1144 3rd St.)

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 a resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 13th day of July, 2010, 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 Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2010.

Ann Marie Becker
Clerk, City of Muskegon

Date: July 13, 2010

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: Commemorative Street Naming of First Street between Muskegon & Webster

SUMMARY OF REQUEST:

Add a commemorative street name sign on First Street between Muskegon and Webster reading "G M Bennett Blvd." to honor the late reverend Bennett. A verbal request was submitted to DPW to add the name of the late reverend George M. Bennett on First Street in honor of his service to the community through his church.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To authorize staff to prepare two signs and install one at the intersection of First and Muskegon and present the other one to the surviving family member of Mr. Bennett.

COMMITTEE RECOMMENDATION: