CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 13, 2006

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. **Appointments to Various Boards and Committees.** CITY CLERK

C. **Fireworks Display - Muskegon Country Club.** CITY CLERK

D. **Fireworks Display - Muskegon Summer Celebration.** CITY CLERK

E. **Sale of Buildable Vacant Lot at 1469 Nolan.** PLANNING & ECONOMIC DEVELOPMENT

F. **SECOND READING: Rezoning Request for Properties Located at 1561, 1567, 1575, 1587, 1593 and 1597 Peck St., and 28 W. Forest Ave.** PLANNING & ECONOMIC DEVELOPMENT

G. **SECOND READING: Zoning Ordinance Amendment – Wireless Communication Service Facilities.** PLANNING & ECONOMIC DEVELOPMENT

H. **SECOND READING: Vegetation Ordinance Amendment for Raking Leaves.** PLANNING & ECONOMIC DEVELOPMENT

I. **Replacement Garbage Carts.** PUBLIC WORKS

J. **City - MDOT Agreement for Montgomery Street, Laketon to Southern.** ENGINEERING

K. **Consideration of Bids: Watermain in Windward Drive, Arlington to Edgewater.** ENGINEERING

L. **Approval of Conveyance Application to the State of Michigan.** COMMUNITY & NEIGHBORHOOD SERVICES

- **PUBLIC HEARINGS:**

A. **Request for an Industrial Facilities Exemption Certificate – Forming Technologies.** PLANNING & ECONOMIC DEVELOPMENT

B. **Request for an Industrial Facilities Exemption Certificate – Port City Industrial Finishing.** PLANNING & ECONOMIC DEVELOPMENT

C. **Request to Establish an Obsolete Property District - 2238 Henry Street.** PLANNING & ECONOMIC DEVELOPMENT

D. **Request to Issue an Obsolete Property Certificate - 2238 Henry Street.** PLANNING & ECONOMIC DEVELOPMENT

- **COMMUNICATIONS:**
- **CITY MANAGER'S REPORT:**
- **UNFINISHED BUSINESS:**
- **NEW BUSINESS:**

A. **Community Development Block Grant (CDBG) Agreement – City of Norton Shores.** CITY MANAGER

B. **Salary Range Change – Community & Neighborhood Services Director.** CITY MANAGER

C. **City Charter Amendment – Elimination of Civil Service.** CITY MANAGER

D. **Smith Ryerson Proposal.** ASSISTANT CITY MANAGER

E. **Consideration of Bids: Alley between Calvin, Francis, Creston, and Roberts - Sanitary Sewer Rehabilitation (Lining).** ENGINEERING

F. **Consideration of Bids: Fifth Street, Merrill to Western.** ENGINEERING

G. **Consideration of Bids: Streetlight Material Purchase for Western Avenue, Third to Terrace.** ENGINEERING

- **ANY OTHER BUSINESS:**
- **PUBLIC PARTICIPATION:**

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

- **CLOSED SESSION:** To discuss union contract negotiations.
- **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 GAIL A. KUNDINGER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

Date: **June 13, 2006**

To: **Honorable Mayor and City Commissioners**

From: **Gail A. Kundinger, City Clerk**

RE: **Approval of Minutes**

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, May 23, 2006.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 13, 2006

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 13, 2006.

Mayor Warmington opened the meeting with a prayer from Pastor Nana Kratochvil from the Harbor Unitarian Universalist Congregation after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Vice Mayor Stephen Gawron, Commissioner Chris Carter, Lawrence Spataro, and Sue Wierengo, City Manager Bryon Mazade, City Attorney John Schrier, and Deputy City Clerk Linda Potter.

Absent: Commissioner Kevin Davis (excused – arrived at 5:51 p.m.), Clara Shepherd (excused – arrived at 5:40 p.m.) and Mayor Stephen Warmington (excused)

2006-49 INTRODUCTIONS: Summer Interns

Assistant City Manager, Lee Slaughter, introduced Stephanie Bacheller and Brittany Tillman.

2006-50 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, May 23, 2006.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Appointments to Various Boards and Committees. CITY CLERK

SUMMARY OF REQUEST: To appoint Robert Lowder, Stephen Parker, and John E. Smith to the Construction Code Board of Appeals; John R. Thompson to the District Library Board; and Glenn Edwards to the Equal Opportunity Committee.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: The Community Relations Committee recommended the appointments at their June 5th meeting.

C. Fireworks Display - Muskegon Country Club. CITY CLERK

SUMMARY OF REQUEST: Melrose Pyrotechnics, Inc., is requesting approval of a fireworks display permit for July 4th at the Muskegon Country Club, 2801 Lakeshore Drive. Fire Marshall Metcalf will inspect the fireworks on the day of the event.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of the insurance.

D. Fireworks Display - Muskegon Summer Celebration. CITY CLERK

SUMMARY OF REQUEST: Steve Franklin, Summit Pyrotechnics, is requesting approval of a fireworks display permit for the Muskegon Summer Celebration on July 4th and 9th. Fire Marshall Metcalf will inspect the fireworks on the day of the event.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of the insurance.

E. Sale of Buildable Vacant Lot at 1469 Nolan. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant buildable lot at 1469 Nolan to Kirk and Sharon Chauvez. The lot is 80 x 140 ft. and is being offered to Kirk and Sharon Chauvez for $7,875. A single family home will be constructed. The proposed home will be approximately 1,500 square feet and consist of a basement, 3 bedrooms, 2 bathrooms, and a two stall garage.

FINANCIAL IMPACT: The sale of this lot for the construction of a single family home will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and to authorize both the Mayor and the Deputy City Clerk to sign said resolution and deed.

F. SECOND READING: Rezoning Request for Properties Located at 1561, 1567, 1575, 1587, 1593 and 1597 Peck St., and 28 W. Forest Ave. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to rezone the properties located at 1561, 1567, 1575, 1587, 1593, and 1597 Peck Street and 28 W. Forest Avenue from RM-1, Low

Density Multiple-Family Residential District to R-1, One Family Residential District.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of the request.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their May 11th meeting. The vote was unanimous, with J. Aslakson absent.

G. **SECOND READING: Zoning Ordinance Amendment – Wireless Communication Service Facilities.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Sections 2321 (Wireless Communication Service Facilities) of Article XXIII (General Provisions) of the Zoning Ordinance to amend the "Overlay District Established for Wireless Communication Support Facilities" and substitute 2301 Harvey Street for 1350 E. Keating Avenue (City DPW) as one of the four overlay districts for location of wireless communication equipment.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends amendment of Section 2321, Article XXIII of the Zoning Ordinance.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the amendment at their May 11th meeting. The vote was unanimous in favor of the amendment, with J. Aslakson absent.

H. **SECOND READING: Vegetation Ordinance Amendment for Raking Leaves.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend the Code of Ordinances Chapter 98 VEGETATION for the purpose of requiring leaves to be removed from properties after the conclusion of leaf season. Leaf season is defined as beginning September 1st and ending April 30th of each year.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends amendment of Chapter 98 Vegetation, specifically to amend Section 98-31 Definitions, and Section 98-35 Notice to Destroy and Remove; publication, as proposed to require residents to rake leaves on their property. Actual enforcement will begin in 2007.

I. **Replacement Garbage Carts.** PUBLIC WORKS

SUMMARY OF REQUEST: Because our supply of replacement garbage carts is nearly depleted, we took quotes on a truck-load of 552 carts. The lowest bid is Rehrig Pacific at $47 per cart. The total cost is $26,149, including shipping.

FINANCIAL IMPACT: $23,085 was budgeted for cart purchase in 2006 ($3,064

shortfall). Since January, residents are paying a $50 fee for a replacement cart. So far $2,850 has been collected.

BUDGET ACTION REQUIRED: An adjustment for the actual purchase price will be made to the next quarterly sanitation budget revision.

STAFF RECOMMENDATION: To approve the purchase of 552 garbage carts at $26,149 from Rehrig Pacific Company.

J. City - MDOT Agreement for Montgomery Street, Laketon to Southern. ENGINEERING

SUMMARY OF REQUEST: To approve the contract with MDOT for the reconstruction of Montgomery from Laketon to Southern and to approve the resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: MDOT's participation is capped at $315,777 but not to exceed 81.85% of eligible cost. The estimated total construction cost (without engineering) of the project, including the non-participating items of watermain & sanitary sewer work is $831,000.

BUDGET ACTION REQUIRED: None at this time. The City's share of the cost will come out of the Major Street and water/sewer funds as was budgeted.

STAFF RECOMMENDATION: That the agreement and resolution be approved.

K. Consideration of Bids: Watermain in Windward Drive, Arlington to Edgewater. ENGINEERING

SUMMARY OF REQUEST: Award the water main replacement project (W-684) in Windward to Lee's Trenching Services out of Byron Center since they were the lowest responsible bidder with a bid price of $39,990.40.

FINANCIAL IMPACT: The bid price of $39,990.40 plus 15% for engineering.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the project to Lee's Trenching Services.

L. Approval of Conveyance Application to the State of Michigan. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve Community and Neighborhood Services to obtain 209 Merrill from the State of Michigan, which are two currently vacant and abandoned homes situated on one parcel. The department's objective is to obtain 209 Merrill for the minimum price of $300, demolish both structures, construct one home, and sell the property to a qualified family during the 2007-2008 fiscal year. The obtaining of this property and constructing a new single-family home is one additional piece to the City's continuous neighborhood revitalization efforts.

FINANCIAL IMPACT: The Community and Neighborhood Services Office will supply $300 from the HOME program income fund.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request and have the Mayor sign the application to the State of Michigan.

Motion by Commissioner Carter, second by Commissioner Spataro to approve the Consent Agenda as read.

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

Nays: None

MOTION PASSES

2006-51 PUBLIC HEARINGS:

A. **Request for an Industrial Facilities Exemption Certificate – Forming Technologies.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, Forming Technologies, 1885 East Laketon Avenue, has requested the issuance of an Industrial Facilities Exemption Certificate for the property located at 1885 East Laketon Avenue, Muskegon. The total capital investment is approximately $875,859 with $164,938 in real property and $710,920 in personal property. This request qualifies Forming Technologies for an abatement term of nine years for personal property and twelve years for real property.

FINANCIAL IMPACT: The City will capture certain addition property taxes generated by the expansion.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the resolution granting an Industrial Facilities Exemption Certificate for a term of nine years for personal property and twelve years for real property.

The Public Hearing opened at 5:45 p.m. to hear and consider any comments from the public. No comments were heard.

Motion by Commissioner Spataro, second by Commissioner Shepherd to close the Public Hearing at 5:50 p.m. and approve the resolution granting an Industrial Facilities Exemption Certificate for a term of nine years for personal property and twelve years for real property.

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

Nays: None

MOTION PASSES

B. **Request for an Industrial Facilities Exemption Certificate – Port City Industrial Finishing.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, Port City Industrial Finishing, 1867 Huizenga, has requested the issuance of an Industrial Facilities Exemption Certificate for the property located at 1867 Huizenga, Muskegon. The total capital investment is approximately $289,000 in personal property. This request qualifies Port City Industrial Finishing for an abatement term of six years for personal property.

FINANCIAL IMPACT: The City will capture certain addition property taxes generated by the expansion.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the resolution granting an Industrial Facilities Exemption Certificate for a term of six years for personal property.

The Public Hearing opened at 5:52 p.m. to hear and consider any comments from the public. No comments were heard.

Motion by Commissioner Carter, second by Commissioner Davis to close the Public Hearing at 5:56 p.m. and approve the request for an Industrial Facilities Exemption Certificate for Port City Industrial Finishing for the term of six years for personal property.

ROLL VOTE: Ayes: Shepherd, Spataro, Wierengo, Carter, Davis, and Gawron

Nays: None

MOTION PASSES

C. <u>Request to Establish an Obsolete Property District - 2238 Henry Street.</u>
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 146 of the Michigan Public Acts of 2000, 2238 Henry Street LLC, 2238 Henry Street, Muskegon, MI 49441, has requested the establishment of an Obsolete Property District. The district would be located at 2238 Henry Street, Muskegon, MI. This project will consist of rehabbing this building to a hair salon. Total capital investment for this project is $55,000.

FINANCIAL IMPACT: If an Obsolete Property Certificate is issued, the property taxes would be frozen for the duration of the certificate.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval.

The Public Hearing opened at 5:57 p.m. to hear and consider any comments from the public. No comments were heard.

Motion by Commissioner Carter, second by Commissioner Shepherd to close the Public Hearing at 6:02 p.m. and establish an Obsolete Property District at 2238 Henry Street.

ROLL VOTE: Ayes: Spataro, Wierengo, Carter, Davis, Gawron, and Shepherd

Nays: None

MOTION PASSES

D. <u>Request to Issue an Obsolete Property Certificate - 2238 Henry Street.</u>
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 146 of the Michigan Public Acts of 2000, 2238 Henry Street LLC, 2238 Henry Street, Muskegon, MI 49441, has requested the issuance of an Obsolete Property Certificate for the property located at 2238 Henry Street, Muskegon, MI. Total capital investment for this project is $55,000. The project consists of converting the building into a hair salon. Because of the amount of investment, the applicant is eligible for an

eight year certificate.

FINANCIAL IMPACT: If an Obsolete Property Certificate is issued, the property taxes would be frozen for the duration of the certificate.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval.

The Public Hearing opened at 6:03 p.m. to hear and consider any comments from the public. No comments were heard.

Motion by Commissioner Spataro, second by Commissioner Carter to close the Public Hearing at 6:04 p.m. and approve the request to issue an Obsolete Property Certificate for 2238 Henry Street.

ROLL VOTE: Ayes: Wierengo, Carter, Davis, Gawron, Shepherd, and Spataro

Nays: None

MOTION PASSES

2006-52 NEW BUSINESS:

A. <u>Community Development Block Grant (CDBG) Agreement – City of Norton Shores.</u> CITY MANAGER

SUMMARY OF REQUEST: To approve an agreement with the City of Norton Shores to administer their CDBG program.

FINANCIAL IMPACT: $23,500 will be paid to the City of Muskegon.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the agreement and authorize the Mayor and Clerk to sign it.

Motion by Commissioner Spataro, second by Commissioner Wierengo to approve the agreement and authorize the Mayor and Clerk to sign the Community Development Block Grant Agreement with the City of Norton Shores.

ROLL VOTE: Ayes: Wierengo, Carter, Davis, Gawron, Shepherd, and Spataro

Nays: None

MOTION PASSES

B. <u>Salary Range Change – Community & Neighborhood Services Director.</u> CITY MANAGER

SUMMARY OF REQUEST: To change the salary range for the Community & Neighborhood Services Director from Range V ($45,651 - $60,871) to Range IV ($47,696 - $63,593). This change is proposed to place the position in the appropriate salary range based on the duties of the position.

FINANCIAL IMPACT: Approximately $2,000 initially.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the salary range change.

Motion by Commissioner Spataro, second by Commissioner Carter to approve

the salary range change from level V to IV for the Community & Neighborhood Services Director.

ROLL VOTE: Ayes: Carter, Davis, Gawron, Shepherd, Spataro, and Wierengo

Nays: None

MOTION PASSES

C. <u>City Charter Amendment – Elimination of Civil Service.</u> CITY MANAGER

SUMMARY OF REQUEST: To approve a resolution to propose for adoption by the voters of the City of Muskegon a charter amendment to eliminate the City's Civil Service system.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution.

Motion by Commissioner Carter, second by Commissioner Spataro to approve the Charter Amendment resolution for the elimination of Civil Service.

ROLL VOTE: Ayes: Davis, Gawron, Shepherd, Spataro, Wierengo, and Carter

Nays: None

MOTION PASSES

D. <u>Consideration of Bids: Alley between Calvin, Francis, Creston, and Roberts - Sanitary Sewer Rehabilitation (Lining).</u> ENGINEERING

SUMMARY OF REQUEST: Award the sewer lining contract (S-618) to Insituform Technologies out of the Detroit Area. Insituform was the lowest responsible bidder for the lining alternate with a bid price of $36,911.

FINANCIAL IMPACT: The construction cost of $36,911 plus related engineering expenses.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to Insituform Technologies, Inc.

Motion by Commissioner Spataro, second by Commissioner Carter to award the contract to Insituform for the alley between Calvin, Francis, Creston, and Roberts for the sanitary sewer rehabilitation.

ROLL VOTE: Ayes: Gawron, Shepherd, Spataro, Wierengo, Carter, and Davis

Nays: None

MOTION PASSES

E. <u>Consideration of Bids: Fifth Street, Merrill to Western.</u> ENGINEERING

SUMMARY OF REQUEST: McCormick Sand, out of Twin Lakes, submitted the lowest bid price for both concrete and asphalt. Unfortunately, they failed to fill out the list of subcontractors as required and indicated on the "check list" which was provided to all contract holders. At this time, staff is presenting the following:

1. If the Commission elects to waive the aforementioned irregularity, then the H-1604 contract (street & alley) be awarded to McCormick Sand using the concrete alternate for a bid price of $537,250.
2. If the Commission elects not to waive the aforementioned irregularity, then staff is recommending awarding to Milbocker & Sons since they were the second lowest bidder for the concrete alternate with a bid price of $581,784.56.

It should be noted that the award of this project, either options, must be contingent upon approvals by both the County and the State's Community Development Block Grant (CDBG) due to the nature of funding.

FINANCIAL IMPACT: The cost of construction plus 15% for engineering.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: None.

Motion by Commissioner Davis, second by Commissioner Carter to waive the irregularities and award the contract to McCormick Sand contingent on approval by the County and the State's Community Development Block Grant.

ROLL VOTE: Ayes: Shepherd, Spataro, Wierengo, Carter, Davis, and Gawron

Nays: None

MOTION PASSES

F. <u>Consideration of Bids: Streetlight Material Purchase for Western Avenue, Third to Terrace.</u> ENGINEERING

SUMMARY OF REQUEST: Authorize staff to enter into a purchase agreement with Fitzpatrick/Kendall Electric, Inc. to purchase the necessary street light fixtures for Western Avenue between Third and Terrace since they were the lowest responsible bidder with a bid price of $155,390. If awarded to Fitzpatrick/Kendall Electric, Inc. the award must be contingent upon the Michigan Department of Transportation's approval.

FINANCIAL IMPACT: The purchasing cost $155,390.

BUDGET ACTION REQUIRED: None, the cost will be covered by the federal grant.

STAFF RECOMMENDATION: Award the contract to Fitzpatrick/Kendall Electric, Inc. contingent upon Michigan Department of Transportation's approval.

Motion by Commissioner Spataro, second by Commissioner Wierengo to award the contract to Fitzpatrick/Kendall Electric, Inc., contingent upon Michigan Department of Transportation's approval.

ROLL VOTE: Ayes: Spataro, Wierengo, Carter, Davis, Gawron, and Shepherd

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Various comments were heard.

2006-53 CLOSED SESSION: To discuss union contract negotiations.

Motion by Commissioner Carter, second by Commissioner Spataro to go into Closed Session to discuss union contract issues at 6:50 p.m.

ROLL VOTE: Ayes: Wierengo, Carter, Davis, Gawron, Shepherd, and Spataro

Nays: None

MOTION PASSES

Motion by Commissioner Carter, second by Commissioner Shepherd to come out of Closed Session at 7:00 p.m.

ROLL VOTE: Ayes: Wierengo, Carter, Davis, Gawron, Shepherd, and Spataro

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Commissioner Shepherd to ratify contract with SEIU.

ROLL VOTE: Ayes: Carter, Davis, Gawron, Shepherd, Spataro, and Wierengo

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 7:03 p.m.

Respectfully submitted,

Linda Potter

Linda Potter, CMC
Deputy City Clerk

Date: **June 13, 2006**

To: **Honorable Mayor and City Commissioners**

From: **City Clerk, Gail Kundinger**

RE: **Appointments to Various Boards and Committees**

SUMMARY OF REQUEST: To make the following appointments:

Construction Code Board of Appeals:	Robert Lowder (Electrical)
	Stephen Parker (Fire)
	John E. Smith (Plumbing)
District Library Board:	John R. Thompson
Equal Opportunity Committee:	Glenn Edwards

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: The Community Relations Committee recommended the appointments at their June 5th meeting.

Date: **June 13, 2006**

To: **Honorable Mayor and City Commissioners**

From: **Gail A. Kundinger, City Clerk**

RE: **Fireworks Display – Muskegon Country Club**

SUMMARY OF REQUEST: Melrose Pyrotechnics, Inc., is requesting approval of a fireworks display permit for July 4th at the Muskegon Country Club, 2801 Lakeshore Drive. Fire Marshall Metcalf will inspect the fireworks on the day of the event

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of the insurance.

FM-51 (3-98)
MICHIGAN STATE POLICE
FIRE MARSHAL DIVISION

APPLICATION FOR FIREWORKS DISPLAY PERMIT

☒ PUBLIC DISPLAY	☐ AGRICULTURAL PEST CONTROL	Date of Application *1/5/06*
Name of Applicant *MELROSE PYROTECHNICS, INC.*	Address *P.O. BOX 302, KINGSBURY, IN 46345*	Age (18 or over)
If a Corporation, Name of President *MICHAEL CARTOLANO*	Address *P.O. BOX 302, KINGSBURY, IN 46345*	
If a Non-resident Applicant: Name of MI Attorney or Resident Agent *MIKE VAN LOO*	Address *P.O. BOX 123, BELDING, MI 48809*	Phone No. *(616) 794-0205*
Name of Pyrotechnic Operator *MIKE VAN LOO*	Address *P.O. BOX 123, BELDING, MI 48809*	Age (18 or over) *37*
No. Years Experience No. Displays *14 YEARS 250+*	Where *MICHIGAN, ILLINOIS, INDIANA, KENTUCKY, OHIO*	
Name of Assistant: *JOHN KLAPKO*	Address *P.O. BOX 123, BELDING, MI 48809*	Age *43*
Name of Other Assistant: *SCOTT FERMAN*	Address *P.O. BOX 123, BELDING, MI 48809*	Age *39*
Exact Location of Proposed Display *Muskegon Country Club grounds*		
Date of Proposed Display *July 4, 2006*	Time of Proposed Display *Dusk*	

No. Of Fireworks	Kind of Fireworks to be Displayed
Approximately 1,200	*Aerial display shells ranging in size from 1 1/4 inches to 8 inches in diameter*

Manner & Place of Storage Prior to Display (Subject to Approval of Local Fire Authorities)

NO STORAGE NECESSARY, DELIVERED ON DATE OF DISPLAY

Amount of Bond of Insurance (to be set by local gov't)	Name of Bonding Corporation or Insurance Company
$5,000,000.00	*BRITTON-GALLAGHER & ASSOCIATES*
Address of Bonding Corporation or Insurance Company *6240 SOM CENTER RD., CLEVELAND, OH 44139*	
Signature of Applicant Wanda Schoof	*For Melrose Pyrotechnics, Inc.*

SEE OTHER SIDE FOR INSTRUCTIONS

Authority: 1968 PA 358
Compliance: Voluntary but a permit will not be issued without an application.

FM-49 (6099)
MICHIGAN STATE POLICE
FIRE MARSHAL DIVISION

2006-50(c)

PERMIT
FOR FIREWORKS DISPLAY

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport, and display fireworks in the amounts, for the purpose of and at the place listed below only.

☒ PUBLIC DISPLAY ☐ AGRICULTURAL PEST CONTROL

Issued To ***MELROSE PYROTECHNICS, INC.***		Age (18 or over)
Address ***P.O. BOX 123, BELDING, MI 48809***		
Name of Organization, Group, Firm, or Corporation ***Muskegon Country Club***		
Address ***2801 Lakeshore Drive, Muskegon, Michigan***		
Number and Types of Fireworks ***Approximately 1,200 aerial display shells ranging in size from 1 1/4 inches to 8 inches in diameter***		
Exact Location of Display ***2801 Lakeshore Drive***		
City, Village, Township ***Muskegon***	Date ***July 4, 2006***	Time ***Dusk***
Bond or Insurance Filed? ☒ Yes ☐ No		Amount ***$5,000,000.00***

Issued by action of the ☐ council ☒ commission ☐ board of the

☒ city ☐ village ☐ township of Muskegon
(Name of City, Village, Township)

on the 13th day of June, 2006

(Signature and Title of Council/Commission/Board Representative)
Stephen J. Warmington, Mayor

AUTHORITY: 1968 PA 358
COMPLIANCE: Required
PENALTY:

Muskegon Country Club

May 3, 2006

Linda Potter, CMC
Deputy Clerk, City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Dear Ms. Potter:

Muskegon Country Club is in the process of planning our annual Fourth of July Celebration. I am enclosing the fireworks display permit, certificate of liability insurance and the application fee of $50.00. Our fireworks display is planned for July 4, 2006.

Please call me if you have any questions. I can be reached at 231-755-3737.

Most sincerely,

Rebecca Harding
Banquet Coordinator

cc: Major

2801 Lakeshore Drive • Muskegon, Michigan 49441
Clubhouse (231) 755-3737 • Fax (231) 755-5759

MUSKEGON COUNTRY CLUB
PETTY CASH ACCOUNT
2801 LAKESHORE DR.
MUSKEGON, MI 49441

6666
74-1394/724

DATE May 3, 2006

PAY TO THE ORDER OF City of Muskegon $ 50.00

Fifty and no/100 DOLLARS

Security Features Details on Back.

COMMUNITY SHORES BANK
MUSKEGON, MI 49441

FOR _____ Laurette L. Brandyk

⑈006666⑈ ⑆072413942⑆ 100000207⑈

©HARLAND STYLE XKJ

XXXXXXXXXXXXXXX
YOUR RECEIPT
THANK YOU
COME AGAIN
XXXXXXXXXXXXXXX
RE 50.00
CHECK
50.00
03:23PM 06-05-2006
GAL LINDA

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/13/2006

PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Melrose Pyrotechnics, Inc.
P.O. Box 302
Kingsbury IN 46345

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co	
INSURER B: Granite State Insurance Co.	
INSURER C: Arch Specialty Insurance Co	
INSURER D: Travelers Indemnity Co	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	7410462	1/15/2006	1/15/2007	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CA62659313	1/15/2006	1/15/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	ULP0005662	1/15/2006	1/15/2007	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	401X5907	4/1/2006	4/1/2007	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
DISPLAY DATE: July 4, 2006
LOCATION: Muskegon Country Club - Muskegon, Michigan
ADDITIONAL INSURED: Muskegon Country Club; City of Muskegon, Michigan

AMENDED 6/13/06:
TO BE INCLUDED AS A CERTIFICATE HOLDER: City of Muskegon, Michigan

CERTIFICATE HOLDER

Muskegon Country Club
Mr. Todd Beals
2801 Lakeshore Drive
Muskegon MI 49441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Date: **June 13, 2006**

To: **Honorable Mayor and City Commissioners**

From: **Gail A. Kundinger, City Clerk**

RE: **Fireworks Display – Muskegon Summer Celebration**

SUMMARY OF REQUEST: Steve Franklin, Summit Pyrotechnics, is requesting approval of a fireworks display permit for the Muskegon Summer Celebration on July 4th and 9th. Fire Marshall Metcalf will inspect the fireworks on the day of the event

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of the insurance.

Rev. 3211 (2-68)

APPLICATION
FOR FIREWORKS DISPLAY PERMIT
Act 358, P.A. 1968

DATE OF APPLICATION: 6-5-06

1. TYPE OF DISPLAY: ☒ Public Display ☐ Agricultural Pest Control

2. APPLICANT

NAME OF PERSON	ADDRESS	AGE: Must be 21 or over
Steve Franklin	3500 S. 60th	56
IF A CORPORATION: Name of President	ADDRESS	
Summit Pyrotechnics	2329903	

3. PYROTECHNIC OPERATOR

NAME	ADDRESS	AGE: Must be 21 or over
Steve Franklin		

EXPERIENCE:

NUMBER OF YEARS	NUMBER OF DISPLAYS	WHERE
15	5007	MI OH IN. NY FL NH Tn.

NAMES OF ASSISTANTS:

NAME	ADDRESS	AGE
NAME	ADDRESS	AGE

4. NON-RESIDENT APPLICANT

NAME	ADDRESS	
Name of Michigan Attorney or Resident Agent	ADDRESS	TELEPHONE NUMBER

5. EXACT LOCATION OF PROPOSED DISPLAY

Muskegon Lake - 800' North of Heritage Landing

DATE	TIME
7-4-06 7-9-06 Rain date 7/10	10:20 pm - 11 pm

6. NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED

10 - 12"
10 - 10"
60 - 8"
400 - 6"
300 - 5"
500 - 4"
1200 - 3"

MANNER & PLACE OF STORAGE PRIOR TO DISPLAY

ATF approved magazine

(Subject to Approval of Local Fire Authorities)

7. FINANCIAL RESPONSIBILITY

A. AMOUNT OF BOND OR INSURANCE (to be set by municipality) $

B. BONDING CORPORATION OR INSURANCE COMPANY: NAME | ADDRESS

2006-50(d)

PERMIT

FOR FIREWORKS DISPLAY

Act 358, P.A. 1968

This permit is not transferable. Possession of this permit by the herein named person will authorize him to possess, transport and display fireworks in the amounts, for the purpose, and at the place listed below only.

TYPE OF DISPLAY: (X) PUBLIC DISPLAY ( ) AGRICULTURAL PEST CONTROL

ISSUED TO:

NAME Summit Pyrotechnics, Steve Franklin

ADDRESS 3500 S. Getty, Muskegon, MI AGE 56

REPRESENTING Muskegon Summer Celebration

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION

ADDRESS 690 W. Western Avenue, Muskegon, MI

NUMBER & TYPES OF FIREWORKS:

10 - 12"; 10 - 10"; 60 - 8"; 400 - 6"; 300 - 5";
500 - 4"; 1200 - 3"

DISPLAY: Muskegon Lake, 800' north of Heritage Landing

EXACT LOCATION City of Muskegon | 7-4-06 & 7-9-06 Rain date 7-5-06 & 7-10-06 | 10:20 p.m. - 11:00 p.m.

CITY, VILLAGE, TOWNSHIP | DATE | TIME

BOND OR INSURANCE FILED: (X) YES ( ) NO AMOUNT $1,000,000.

ISSUED BY:

Issued by action of the MUSKEGON CITY COMMISSION (council, commission, board)
of the CITY (city, village, township) of MUSKEGON (name of city, village, township)
on the 13th day of June, 2006 19.

Stephen J. Warmington
Mayor

(signature & position of council, commission or board representative)

MIDTOWN WASTE DISPOSAL
PH 231-737-9903
3500 S. GETTY ST.
MUSKEGON, MI 49441

1654
74-1394/724

DATE 6-5-06

PAY TO THE ORDER OF City of Muskegon $ 50.00

Fifty Dollars Even DOLLARS

Security Features Details on Back.

COMMUNITY SHORES BANK
MUSKEGON, MI 49441

FOR _____ Steven R. Frankli MP

⑈001654⑈ ⑆072413942⑆ 10000132451⑈

STYLE XPP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/14/2006

PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Rozzi, Inc.
Rozzi's Famous Fireworks
Loveland OH 45140-0005

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co	
INSURER B: Granite State Insurance Co.	
INSURER C: Arch Specialty Ins Company	
INSURER D:	
INSURER E:	

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	6990010	3/25/2006	3/25/2007	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[ ] POLICY [X] PRO-JECT [ ] LOC					
B		AUTOMOBILE LIABILITY	CA93837164	3/25/2006	3/25/2007	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[X] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS/UMBRELLA LIABILITY	ULP0005180	3/25/2006	3/25/2007	EACH OCCURRENCE	$ 9,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$ 9,000,000
							$
		[ ] DEDUCTIBLE					$
		[X] RETENTION $ 10,000					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Dates of Displays: July 4, 2006 and July 9, 2006
Additional insured: Muskegon Summer Celebration; City of Muskegon, all elected and appointed officials,all employees& volunteers;County of Muskegon and Great Lakes Dock are additional insured as respects to the July 4 and 9 2006(RD July 5 & 10 respectively) Fireworks Display at Muskegon Lake 800' north of Heritage Landing;Summit Pyrotechnics

CERTIFICATE HOLDER

City of Muskegon
933 Terrace
Muskegon MI 49440

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Commission Meeting Date: June 13, 2006

Date: **June 6, 2006**

To: **Honorable Mayor & City Commission**

From: **Planning & Economic Development Department** CBC

RE: **Sale of Buildable Vacant Lot at 1469 Nolan.**

SUMMARY OF REQUEST:

To approve the sale of a vacant buildable lot at 1469 Nolan (Parcel #24-205-543-0007-70) to Kirk and Sharon Chauvez. The lot is 80 x 140 ft. and is being offered to Kirk and Sharon Chauvez for $7,875. A single family home will be constructed. The proposed home will be approximately 1,500 square feet and consist of a basement, 3 bedrooms, 2 bathrooms, and a two stall garage.

FINANCIAL IMPACT:

The sale of this lot for the construction of a single family home will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached resolution and to authorize both the Mayor and the Deputy City Clerk to sign said resolution and deed.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2006-50(e)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT AT 1469 NOLAN AVENUE IN NIMS NEIGHBORHOOD FOR $7,875.

WHEREAS, Kirk & Sharon Chauvez be allowed to purchase the parcel designated as parcel number 24-205-542-0007-70, located at 1469 Nolan Avenue for $7,875; and

WHEREAS, the price for parcel number 24-205-542-0007-70 is set by the City at $7,875, which is 75% of the True Cash Value (TCV) listed in the City Assessor's Office; and

WHEREAS, the sale would generate additional tax revenue for the City and relieve the City of further maintenance costs; and

WHEREAS, the sale is consistent with City policy regarding the disposition of buildable lots, in that, this property will be closing in 90 days of City Commission approval of the sale.

NOW THEREFORE BE IT RESOLVED, that parcel number 24-205-542-0007-70, located at 1469 Nolan Avenue be sold to Kirk & Sharon Chauvez for $7,875.

CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 543 THAT PT OF LOT 7 DESC AS FOLLOWS COM AT THE NW COR OF SD LOT 7 TH S 39D 46M 55S W ALG SELY ROW OF NOLAN ST A DIST OF 221.59 TO POB TH S 50D 18M 40S E A DIST OF 140 FT TH S 39D 46M 55S W A DIST OF 80 FT TH N 50D 18M 40S W A DIST OF 140 FT TH N 39D 46M 55S E ALG SELY ROW OF NOLAN ST A DIST OF 80 FT TO POB SD PARCEL CONTAINS 11,200 SF TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OR RESERVATIONS OF RECORD OR APPARENT THEREOF

Adopted this 13th day of June, 2006.

Ayes: Gawron, Shepherd, Spataro, Wierengo, and Carter

Nays: None

Absent Davis and Warmington

By: Stephen J. Gawron
Stephen J. Gawron
Vice Mayor

Attest: Linda Potter
Linda Potter
Deputy City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on June 13, 2006.

By: Linda Potter
Linda Potter
Deputy City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made June 13, 2006 ("Effective Date"), by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **KIRK M. CHAUVEZ and SHARON K. CHAUVEZ**, husband and wife, of 2672 E. River Road, Twin Lake, Michigan 49457 ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, the real estate, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

> CITY OF MUSKEGON REVISED PLAT OF 1903, BLOCK 543. THAT PART OF LOT 7, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 7, THENCE SOUTH 39° 46' 55" WEST ALONG SOUTHEASTERLY RIGHT OF WAY OF NOLAN STREET A DISTANCE OF 221.59 FEET TO POINT OF BEGINNING, THENCE SOUTH 50° 18' 40" EAST A DISTANCE OF 140 FEET, THENCE SOUTH 39° 46' 55" WEST A DISTANCE OF 80 FEET, THENCE NORTH 50° 18' 40" WEST A DISTANCE OF 140 FEET, THENCE NORTH 39° 46' 55" EAST ALONG SOUTHEASTERLY RIGHT OF WAY OF NOLAN STREET A DISTANCE OF 80 FEET TO POINT OF BEGINNING. SAID PARCEL CONTAINS 11,200 SQUARE FEET TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OR RESERVATIONS OF RECORD OR APPARENT THEREOF.
>
> (Commonly known as 1469 Nolan Avenue, Muskegon, MI)

Subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are acceptable to Buyer upon disclosure and review of the same, and subject to any governmental inspections required by law.

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Seven Thousand Eight Hundred Seventy-five and no/100 Dollars ($7,875.00), payable in cash at the closing. The parties acknowledge that Buyer has already given a $400.00 earnest money deposit to the Seller ("Deposit"). The Deposit shall be applied to the purchase price at closing. If the Closing, as defined in paragraph 8, does not occur as scheduled due to default by the Buyer, the Deposit shall be forfeited to the Seller and will not be refunded.

3. **Taxes and Assessments.** All taxes and assessments that are due and payable at the time of Closing shall be paid by Seller prior to or at Closing. All taxes and special assessments that become due and payable after Closing shall be the responsibility of Buyer.

4. **Title Insurance.** Seller agrees to deliver to Buyer, on or before the closing date, a commitment for title insurance, issued by Metropolitan Title Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, Seller shall have forty-five (45) days from the date Seller is notified in writing of such unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time

specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If Buyer closes on the Premises, any objections to the title are deemed waived. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Seller.

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the premises one (1) single-family home, up to all codes, within eighteen (18) months of the closing of this transaction. Buyer may only remove those trees necessary for construction of the home and driveway. The home shall be substantially completed within eighteen (18) months and, in the event said substantial completion has not occurred, or the restriction of this paragraph relating to tree removal is violated, in the sole judgment of the City, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer, and free of all liens. Buyer further covenants that the home shall be owner occupied for five (5) years after the City issues a certificate of occupancy. The covenants in this paragraph shall survive the closing and run with the land.

6. **Survey.** Buyer at its own expense may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to Closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to any representations that may have been made by Seller or any other person. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or tendering Buyer's deposit in full termination of this Purchase Agreement, and paying the cost of such survey. Buyer may elect to purchase the Premises subject to said encroachment or variation.

7. **Condition of Premises and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT HE HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER. SELLER KNOWS OF NO HAZARDOUS SUBSTANCES OR CONTAMINATION, AND BUYER WAIVES ANY CLAIM AGAINST SELLER IN THE EVENT SUCH STUBSTANCES ARE FOUND.

8. **Closing.** The closing date of this sale shall be on or before 90 days after the Effective Date ("Closing"). The Closing shall be conducted at Metropolitan Title Company, 3044 Glade Street, Muskegon, Michigan 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

9. **Delivery of Deed.** Seller shall execute and deliver a quitclaim deed to Buyer at Closing for the Premises.

10. **Affidavit of Title.** At the Closing, Seller shall deliver to Buyer an executed Affidavit of Title.

11. **Date of Possession.** Possession of Premises is to be delivered to Buyer by Seller on the date of Closing.

12. **Costs.** Seller shall be responsible to pay the Michigan transfer tax, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement. Buyer shall pay for the cost of recording the deed to be delivered at Closing.

13. **General Provisions.**

a. **Paragraph Headings.** The paragraph headings are inserted in this Agreement only for convenience.

b. **Pronouns.** When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

c. **Merger.** It is understood and agreed that all understandings and agreements previously made between Buyer and Seller are merged into this Agreement, which alone fully and completely expresses the agreement of the parties.

d. **Governing Law.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Michigan.

e. **Successors.** All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns.

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

g. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument

provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale.

h. **Modification of the Agreement.** This Agreement shall not be amended except by a writing signed by Seller and Buyer.

The parties have executed this Real Estate Purchase Agreement on the date written below their names, to be effective as of the day and year first above written.

WITNESSES:

John Krukowski

Irene Dempsey

Diane Reopert

SELLER: CITY OF MUSKEGON

By _____
Stephen J. Warmington, Mayor
Date: 6-13-06

Linda Potter
Linda Potter, Deputy City Clerk
Date: 6-14-06

BUYER:

Kirk M. Chauvez
Name: Kirk M. Chauvez
SS#: 364 48 8048

Date: 6-8-06

Sharon K. Chauvez
Name: Sharon K. Chauvez
SS#: 372-44-7194
Date: 6-8-06

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS to **KIRK M. CHAUVEZ and SHARON K. CHAUVEZ**, husband and wife, of 2672 E. River Road, Twin Lake, Michigan 49457,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

> CITY OF MUSKEGON REVISED PLAT OF 1903, BLOCK 543. THAT PART OF LOT 7, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 7, THENCE SOUTH 39° 46' 55" WEST ALONG SOUTHEASTERLY RIGHT OF WAY OF NOLAN STREET A DISTANCE OF 221.59 FEET TO POINT OF BEGINNING, THENCE SOUTH 50° 18' 40" EAST A DISTANCE OF 140 FEET, THENCE SOUTH 39° 46' 55" WEST A DISTANCE OF 80 FEET, THENCE NORTH 50° 18' 40" WEST A DISTANCE OF 140 FEET, THENCE NORTH 39° 46' 55" EAST ALONG SOUTHEASTERLY RIGHT OF WAY OF NOLAN STREET A DISTANCE OF 80 FEET TO POINT OF BEGINNING. SAID PARCEL CONTAINS 11,200 SQUARE FEET TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OR RESERVATIONS OF RECORD OR APPARENT THEREOF. (Commonly known as 1469 Nolan Avenue, Muskegon, MI)

for the sum of Seven Thousand Eight Hundred Seventy-five and no/100 Dollars ($7,875.00)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of one (1) single family home on the premises herein conveyed within eighteen (18) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the home and driveway. "Complete construction" means: (1) issuance of a residential building permit by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwelling described in the said building permit. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor. Provided, further, that Grantee covenants that the parcel described above shall be improved with not more than one (1) single family home, and it shall be owner-occupied for five (5) years after the City issues a certificate of occupancy. These covenants and conditions shall run with the land.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this 14 day of June, 2006.

Signed in the presence of:

JoAnn Krukowski
JoAnn Krukowski

Irene Dempsey
Irene Dempsey

CITY OF MUSKEGON

By Stephen J. Gawron
Stephen J. Gawron, Its Vice Mayor

and Linda Potter
Linda Potter, Its Deputy City Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

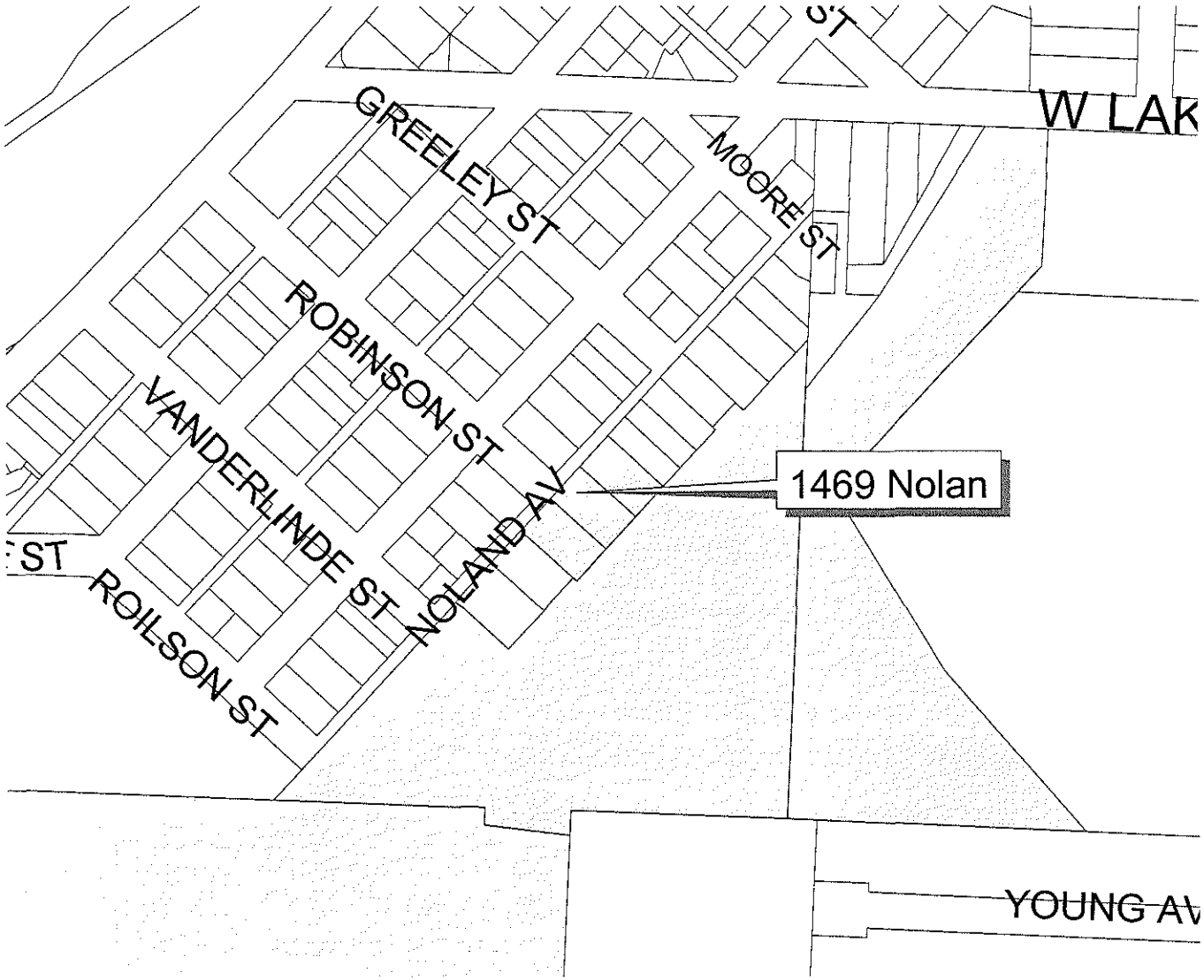
Signed and sworn to before me in Muskegon County, Michigan, on June 14, 2006, by STEPHEN J. WARMINGTON and LINDA POTTER, the Mayor and Deputy City Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

JoAnn M. Krukowski
JoAnn M Krukowski, Notary Public
Acting in the County of Muskegon, MI
Muskegon County, Michigan
My Comm. Expires: 05-13-2012

PREPARED BY: John C. Schrier
Parmenter O'Toole
601 Terrace Street/P.O. Box 786
Muskegon, MI 49443-0786
WHEN RECORDED RETURN TO: Grantee

SEND SUBSEQUENT TAX BILLS TO: Grantee

1469 Nolan Avenue



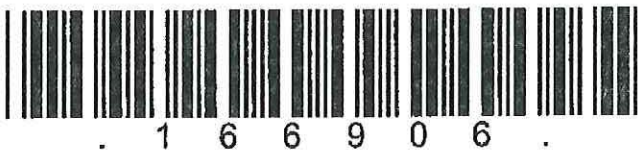
Neighborhood enterprise zone dwnt.shp
Text Street
Parcel

N
W E
S

Clerk 6-13-06

2006-50 (e)

166906



C - All Parties Pkg

Property Address: **1469 Nolan Ave**

Buyer/Borrower: **Chauvez**

Seller: **City of Muskegon**

Description: Documents Common to All Parties

X commitment

May include the following docs:

- [X] Disclosure and Acknowledgement
- [X] Owners Affidavit-Seller
- [X] Owners Affidavit-Buyer
- [ ] Broker Fee Statement
- [X] Property Transfer Affidavit
- [X] Property Transfer Acknowledgement
- [X] Inspections
- [X] Closing Agreement

Copies to: Buyer/Borrower, Seller, Selling Agent, Listing Agent, Lender, Title Company, Buyer's Attorney, Seller's Attorney

Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: 166906
2202
June 14, 2006

1. Commitment Date: June 02, 2006 @ 8:00 AM

2. Policy or Policies to be issued:

	Policy Amount
(a) Residential Title Insurance Policy	$7,875.00

Proposed Insured:
Kirk M Chauvez and Sharon K Chauvez, husband and wife

Policy or Policies to be issued:		Policy Amount
(b) ALTA Loan Policy (10-17-92)	Without Exceptions	$0.00

Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
City of Muskegon

4. The land referred to in this Commitment, situated in the County of Muskegon, City of Muskegon, State of Michigan, is described as follows:

That part of Lot 7, Block 543 of the Revised Plat of the City of Muskegon, according to the recorded plat thereof as recorded in Liber 3 of Plats, on page 71, described as: Commencing at the Northwest corner of said Lot 7; thence South 39 degrees 46' 55" West along the Southeasterly right of way of Nolan Street, a distance of 221.59 to the Point of beginning; thence South 50 degrees 18' 40" East a distance of 140 feet; thence South 39 degrees 46' 55" West a distance of 80 feet; thence North 50 degrees 18' 40" West a distance of 140 feet; thence North 39 degrees 46' 55" East along the Souheasterly right of way of Nolan Street a distance of 80 feet to point of beginning.

1469 Nolan Avenue Muskegon MI 49441

Issuing Agent: Metropolitan Title Company
America's Premier Title Agency
For questions regarding this commitment contact your local
Metropolitan Title Company (231)733-6201 or fax to (231)733-5418
3044 Glade St., Muskegon, MI 49444

Metropolitan Title Company
3044 Glade St.
Muskegon, MI 49444

Schedule B – Section I
REQUIREMENTS

Commitment No.: 166906

General Requirements

The following requirements must be met:

(a) Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
(b) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
(c) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
(d) Pay us the premiums, fees and charges for the policy.
(e) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
(f) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

Specific Requirements

GCD

X RECORD WARRANTY DEED FROM CITY OF MUSKEGON TO KIRK M CHAUVEZ AND SHARON K CHAUVEZ, HUSBAND AND WIFE.

14—

Ø water Sewer etc.

Metropolitan Title Company
3044 Glade St.
Muskegon, MI 49444

Schedule B – Section II
EXCEPTIONS

Commitment No.: 166906

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Specific Exceptions

1. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
2. Taxes are exempt.Tax Item No. 61-24-205-543-0007-70

Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A
The Requirements in Schedule B-Section I.
The Exceptions in Schedule B-Section II.
The Conditions below.

This Commitment is not valid without Schedule A and Sections I and II of Schedule B.

Conditions:

1. Definitions:

   (a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state statutes where the land is located.

2. Later Defects

   The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all the Requirements (a) and (c) of Schedule B- Section I are met. We shall have no liability to you because of this amendment.

3. Existing Defects

   If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. Limitation of Our Liability

   Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

   comply with the Requirements shown in Schedule B - Section I OR
   eliminate with our written consent any Exceptions shown in Schedule B - Section II

   We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. Claims must be based on this Commitment

   Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

Issued by: **First American Title Insurance Company** through its agent:
Metropolitan Title Company
3044 Glade St.
Muskegon, Michigan 49444
Ph: (231)733-6201 or Fax to: (231)733-5418

Metropolitan Title Company
3044 Glade St.
Muskegon, MI 49444
Phone: (231)733-6201 / Fax: (231)733-5418

PR: METRO

Ofc: 2202 (2802)

Invoice

To: For Sale by Owner - Muskegon, MI
Muskegon, MI

Invoice No.: 28021204
Date: 06/13/2006

Our File No.: 166906
Title Officer: /
Escrow Officer: /

Customer ID: 4095

Attention: Hope Mitchell

Your Reference No.:

RE: **Property:**
1469 Nolan Avenue, Muskegon, MI 49441

Liability Amounts
Owners: $7,875.00
Lenders:

Buyers: Kirk M Chauvez, Sharon K Chauvez
Sellers: City of Muskegon

Description of Charge	Invoice Amount
Owners Premium	$190.00

INVOICE TOTAL **$190.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department

(Attached to and becoming a part of document dated:)

EXHIBIT A

Land situated in the City of Muskegon, County of Muskegon, State of Michigan, is described as follows:

That part of Lot 7, Block 543 of the Revised Plat of the City of Muskegon, according to the recorded plat thereof as recorded in Liber 3 of Plats, on page 71, described as: Commencing at the Northwest corner of said Lot 7; thence South 39 degrees 46' 55" West along the Southeasterly right of way of Nolan Street, a distance of 221.59 to the Point of beginning; thence South 50 degrees 18' 40" East a distance of 140 feet; thence South 39 degrees 46' 55" West a distance of 80 feet; thence North 50 degrees 18' 40" West a distance of 140 feet; thence North 39 degrees 46' 55" East along the Souheasterly right of way of Nolan Street a distance of 80 feet to point of beginning.

Tax Parcel Number(s): 61-24-205-543-0007-70

"DUE-ON-SALE" DISCLOSURE AND ACKNOWLEDGMENT

File Number: 166906

Date: June 19, 2006

Property Address: 1469 Nolan Avenue, Muskegon, MI 49441

By signing this statement the undersigned acknowledge the following:

1. That all closing documents prepared by Metropolitan Title Company are prepared at the direction and request of the parties to the transaction, their real estate agent(s)/broker(s) or their attorney(s).
2. That **Metropolitan Title Company is not acting as my/our agent, attorney, representative or fiduciary**, at this real estate closing.
3. That Metropolitan Title Company's employee who has attended this closing represents only Metropolitan Title Company.
4. That Metropolitan Title Company's employee has identified certain documents to me/us as he/she has presented them to me/us for signing, but **has not given me/us legal advice as to the meaning or effect of the documents**. I/We understand that any of his/her statements about the documents are not legal advice to me/us. If I/we have an attorney, that attorney is my/our only attorney in this transaction.
5. That the mortgage presently affecting the property contains a "due-on-sale" clause which permits the lender to call the loan immediately due and payable upon a sale or transfer by the original borrowers.
6. That the Seller(s) and Purchaser(s) understand and assume all risks involved with the sale of the property without paying off the underlying mortgage or obtaining a waiver of the due on sale clause, and Seller(s) and Purchaser(s) hereby hold harmless Metropolitan Title Company from any claim or loss relating thereto.
7. That the Seller(s) and Purchaser(s) hereby acknowledge that said mortgage may be in default and are willing to proceed with this transaction. Furthermore, both Seller(s) and Purchaser(s) agree to hold harmless Metropolitan Title Company from any claim or loss relating thereto.
8. That the title policy, when issued, will contain all of the exceptions titled noted on the commitment, unless such exceptions are removed to the satisfaction of Metropolitan Title Company at closing.
9. That I/we have either read all of the closing documents or are responsible for our own failure to have read them. **I/We understand that Metropolitan Title Company is not responsible for explaining to me/us the effect of the documents I/we have signed.**
10. **That I/we have read this statement and understand it.**

Seller(s):

Purchaser(s):

OWNER'S AFFIDAVIT/COMPLIANCE AGREEMENT

File Number: 166906
Date: June 19, 2006
Property Address: 1469 Nolan Avenue, Muskegon, MI 49441

Forwarding Address:

_____

_____

(To be executed by all parties shown as vested owners in the commitment for title insurance.)

Affiant makes the representations contained herein to induce the purchaser to consummate the transaction referenced in th commitment, to obtain the proceeds of the sale, and to induce Metropolitan Title Company to issue a policy(s) of title insuranc on behalf of the underwriter named in the commitment. Affiant further agrees that in the event it is determined there are unpai charges which were due and payable prior to and including the date of closing, and which are the responsibility and obligation c the Affiant, that the Affiant shall pay any and all amounts so charged and shall provide proof of payment of same to Metropolita Title Company. Affiant further agrees and covenants, if requested by Metropolitan Title Company, to fully cooperate and adju: for clerical errors in any closing documents, including but not limited to, repayment of any overpayments and executing duplicat closing documents.

The undersigned, being first duly sworn, deposes and says as follows:

1. That Affiant is 18 years of age or older, is a citizen of the United States, has not married or divorced since purchasing the real estate, and has not used or been known by any other name;

2. That Affiant is the owner of certain premises described in Commitment No. **166906**, and has not filed, nor is subject to any bankruptcy, receivership, or insolvency proceedings;

3. That the Affiant is in the possession of said property and there are no other parties in possession or claiming rights of possession; (NONE, unless noted) _____

4. That Affiant has no knowledge of any unrecorded water, mineral, gas or oil rights unrecorded easements or claims of easements, boundary line disputes or claims of such grants or rights relative thereto; (NONE, unless noted) _____

5. That there are no proceedings instituted or undertaken by anyone which will result in a lien or special assessment upon the premises. There are no delinquent taxes, special assessments, (including but not limited to any Barrett Law Assessments if property is located in the State of Indiana), water bills, sewer bills and assessments, weed cutting bills, board-up fees, tap-in fees, utility bills, or Homeowner's Association fees covering subject property; (NONE, unless noted) _____

6. That there have been no improvements made nor labor or materials furnished to the premises within the last 90 days; (NONE, unless noted) _____

7. That Affiant has no knowledge of any other matters affecting the title including but not limited to: mortgages, liens, land contracts, options or other encumbrances other than those which are being paid from the loan proceeds. (NONE, unless noted) _____

Subscribed and sworn to before me this June 19, 2006.

Vicki Landerson

Notary Public:
Notary County/State: /
County Acting In:
Commission Expires:

VICKI L. ANDERSON
Notary Public, Muskegon County, MI
My Commission Expires 11-15-2006
Acting In Muskegon County

Vested Owner(s):

Hope A Mitchell

Metropolitan Title Company
America's Premier Title Agency

OWNER'S AFFIDAVIT/COMPLIANCE AGREEMENT - *continued*

(To be executed by the Purchasers)

The undersigned makes the representations contained herein to induce Metropolitan Title Company to issue a policy(s) of titl insurance on behalf of the underwriter named in the commitment. The undersigned further agrees that in the event it determined there are unpaid charges which were due and payable prior to and including the date of closing, and which are th responsibility and obligation of the undersigned, that the undersigned shall pay any and all amounts so charged and shall provid proof of payment of same to Metropolitan Title Company .

The undersigned further agrees and covenants, if requested by Metropolitan Title Company, to fully cooperate and adjust fc clerical errors in any closing documents, including but not limited to, repayment of any overpayments and executing duplicat closing documents.

The undersigned further certify that they are 18 years of age or older.

Subscribed and sworn to before me this June 19, 2006.

Vicki L Anderson

Notary Public:
Notary County/State: /
County Acting In:
Commission Expires:

VICKI L. ANDERSON
Notary Public, Muskegon County, MI
My Commission Expires 11-15-2006
Acting In Muskegon County

Purchaser(s):

Kevin M Chaney

Sharon R Chaney

NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

We want you to know that the privacy and confidentiality of your personal information is very important to Metropolitan Title Company . We value your business and we want to retain your trust. In the course of providing products and services to you, we may obtain nonpublic personal information about you. We are required by law to provide you with this notice in order to inform you how Metropolitan Title Company collects, uses and safeguards your nonpublic personal information. This notice also tells you how you can limit our disclosure of personal information about you.

What Information Do We Collect

We may obtain nonpublic personal information about you from the following sources:

- Information we receive from you from applications or other forms;
- Information about your transaction with us from our files or from our affiliates;
- Information about your transaction with nonaffiliated third parties such as your real estate agent or lender;

The information we obtain includes, but is not limited to, your name, address, social security number, employer, income, account information from financial institutions, parties to a transaction and credit card usage.

What Information Do We Disclose

To meet your needs with quality products and services we may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

AFFILIATES

Our affiliates are the family of companies controlled by Metropolitan Title Company or under common control with another company. We may share the types of information described above, as permitted by law, with our affiliates for purposes of marketing or market research.

NON-AFFILIATES

Nonaffiliated third parties are those not part of the family of companies controlled by Metropolitan Title Company or not under common control with another company.

Service Providers, Contractors

Any service providers or contractors used by Metropolitan Title Company are required to follow the terms of our Privacy Policy. Access to your nonpublic personal information by a service provider or contractor is restricted to the purpose for which they have been retained by Metropolitan Title Company .

Joint Marketing

We may disclose your personal information to a nonaffiliated third party that we have an agreement with to perform joint marketing of products or services that we feel may interest you.

Other Non-Affiliates

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

METROPOLITAN TITLE COMPANY DOES NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT THEIR CUSTOMERS OR FORMER CUSTOMERS EXCEPT, AS PERMITTED OR REQUIRED BY LAW.

The Confidentiality and Security of Your Nonpublic Personal Information

Metropolitan Title Company restricts the access to your nonpublic personal information to those employees who need to know the information in order to provide products and/or services to you. Our employees are required to maintain the confidentiality and privacy of our customers. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Changes to this policy

We may amend this policy at any time, and we will inform you of any changes as required by law.

Your Privacy Choices

The law allows us to share with our affiliates your personal information and information about our transactions or experiences with you. The law also allows us to share your personal information with our contractors and service providers.

If you prefer that we not disclose information about you to nonaffiliated third parties, you may direct us not to share this information by calling the Corporate Office at 1-800-848-5375 or by writing to us at 622 East Grand River, Howell, Michigan 48843. Please provide your name, address including city and state of the property and our file number.

ACKNOWLEDGMENT OF WAIVER OF INSPECTIONS

File Number: 166906

Date: June 19, 2006

Property Address: 1469 Nolan Avenue, Muskegon, MI 49441

The undersigned, being the purchaser(s) of the above captioned property, acknowledge that we have been advised by the selling broker and/or listing broker and/or its agents to obtain inspections on said property as noted below:

	Waived	
	(Yes)	*(No)*
Water/Septic Inspection	☐	☐
Termite Inspection	☐	☐
Health Inspection Report	☐	☐
Electrical, Plumbing, Heating Inspection	☐	☐
Structural Inspection	☐	☐
Survey	~~☒~~ n/a	☒
Other Inspection:	☐	☐
Other Inspection:	☐	☐
Other Inspection:	☐	☐
Other Inspection:	☐	☐

Purchaser(s) hereby acknowledge and agree that they have chosen not to obtain the inspections as noted above and purchaser(s) hereby release the selling broker and/or listing broker and/or their agents and Metropolitan Title Company and its employees from any and all responsibility and/or liability concerning or pertaining to such matters that may or may not have been determined as the result of inspection report(s) as noted above.

Purchaser(s):

Kyle M. Adams

Sharon R. Adams

Metropolitan Title Company
America's Premier Title Agency

CLOSING AGREEMENT

File Number: 166906

Date: June 19, 2006

Property Address: 1469 Nolan Avenue, Muskegon, MI 49441

It is agreed, between the Purchaser(s) and Seller(s) of this property that all contingencies and addendums to the Offer to Purchase thereto, dated 6/13/06 have been met or are hereby resolved or removed to the satisfaction of the parties concerned.

Purchaser(s) understand and acknowledged that he/she/they are buying the property in an "As Is" condition and that neither the Seller(s) nor Realtor(s) make any warranties as to the land and structure purchased or the condition.

Seller(s):

Hope Mitchell

Purchaser(s):

Robert M. Adams

Sharon K. Adams

Michigan Department of Treasury
2766 (Rev. 1-06)

L-4260

PROPERTY TRANSFER AFFIDAVIT

This form issued under authority of P.A. 415 of 1994. ***Filing is mandatory.***

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct ***taxable value***. It must be filed by the new owner with the ***assessor for the city or township*** where the property is located within ***45 days*** of the transfer. If it is not filed timely, a penalty of $5/day (maximum $200) applies. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property	2. County	4. Date of Transfer (or land contract was signed)
1469 Nolan Avenue, Muskegon, MI 49441	Muskegon	June 19, 2006
3. City/Township/Village of Real Estate City of Muskegon	☐ City ☐ Township ☐ Village	5. Purchase Price of Real Estate $7,875.00

6. Property Identification Number (***PIN***). If you don't have a pin, attach legal description.
PIN: 61-24-205-543-0007-70, 24205543000770

PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.

7. Seller's (Transferor) Name
City of Muskegon

8. Buyer's (Transferee) Name and Mailing Address
Kirk M Chauvez and Sharon K Chauvez
2672 E. River Rd
Twin Lake, MI 49457

Items 9 – 13 are optional. However, by completing them you may avoid further correspondence.

Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in business. See the back for a complete list.

9. Type of ***Transfer***
☐ Land Contract ☐ Lease
☑ Deed ☐ Other (specify) _____

10. Is the transfer between related persons?	☐ Yes ☑ No	11. Amount of Down Payment
12. If you financed the purchase, did you pay market rate of interest?	☐ Yes ☐ No	13. Amount Financed (Borrowed)

Exemptions

The Michigan Constitution limits how much a property's ***taxable value*** can increase while it is owned by the same person. Once the property is transferred, the ***taxable value*** must be adjusted by the assessor in the following year to 50 percent of the property's usual selling price. Certain types of transfers are exempt from adjustment. Below are brief descriptions of the types of exempt transfers; full descriptions are in MCL Section 211.27a(7)(a-n). If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ transfer from one spouse to the other spouse
- ☐ change in ownership solely to exclude or include a spouse
- ☐ transfer of that portion of a property subject to a life lease or life estate (***until*** the life lease or life estate expires)
- ☐ transfer to effect the foreclosure or forfeiture of real property
- ☐ transfer by redemption from a tax sale
- ☐ transfer into a trust where the settler or the ☐ettler's spouse conveys property to the trust and is also the sole beneficiary of the trust
- ☐ transfer resulting from a court order unless the order specifies a monetary payment
- ☐ transfer creating or ending a joint ownership if at least one person is an original owner of the property (or his/her spouse)
- ☐ transfer to establish or release a security interest (collateral)
- ☐ transfer of real estate through normal public trading of stocks
- ☐ transfer between entities under common control or among members of an affiliated group
- ☐ transfer resulting from transactions that qualify as a tax-free reorganization
- ☐ transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed
- ☐ other, specify:

Certification

I certify that the information above is true and complete to the best of my knowledge.

Owner's Signature	Date	If signer is other than the owner, print name and title.
Kirk M Chauvez Sharon K Chauvez	06/19/2006	
Daytime Phone Number 231 744-9688		Email Address

PROPERTY TRANSFER AFFIDAVIT ACKNOWLEDGMENT

File Number: 166906
Date: June 19, 2006
Reference: Kirk M Chauvez and Sharon K Chauvez / City of Muskegon
Property Address: 1469 Nolan Avenue, Muskegon, MI 49441

I/We, the undersigned Purchaser, Grantee or Transferee, have been advised that under Act 415, P.A. of 1994, Form L-4260 (Rev. 1/06) **Property Transfer Affidavit** must be completed and received by the local assessor within **45 days** of the date of transfer.

I/We further understand that the failure to file is **punishable by penalty of $5.00 a day up to a maximum of $200.00.**

I/We have received from Metropolitan Title Company on **June 19, 2006**, a **Property Transfer Affidavit**, Form L-4260 (Rev. 1/06), and accept responsibility for filing this form with our city/township assessor. I/We agree to hold **Metropolitan Title Company** harmless from any further liability and/or responsibility regarding this form.

☒ I/We have requested that Metropolitan Title Company distribute this form by regular mail to the city/township assessor, and hold the title company harmless from any further liability and/or responsibility regarding this form.

☐ That the Buyer(s) are unable to complete the Property Transfer Affidavit at this time and will undertake to distribute the form themselves; or have chosen to distribute the form themselves to the local tax collecting unit.

Purchaser(s):

K M Chauvez

Sharon K Chauvez

Instructions

This form must be filed when there is a transfer of real property or of the following types of personal property:

- buildings on leased land.
- leasehold improvements (as defined in MCL Section 211.8 (h)).
- leasehold estates (as defined in MCL Section 211.8 (i) and (j)).

Transfer of ownership means the conveyance of title to or a present interest in property, including the beneficial use of the property. It includes, but is not limited to, the following conveyances:

- deed.
- land contract.
- transfer into a trust, *unless* the sole beneficiary is the settlor (creator of the trust), the settlor's spouse, or both.
- transfer from a trust, *unless* the distributee is the sole present beneficiary, the spouse of the sole present beneficiary, or both.
- changes in the sole present beneficiary of a trust, *unless* the change only adds or substitutes the spouse of the sole present beneficiary.
- distributions by a will or intestate succession, *unless* to the decedent's spouse.
- leases, if the total duration of the lease is more than 35 years, including the initial term and all options for renewal, or if the lease grants the lessee the right to purchase the property at the end of the lease for not more than 80 percent of the property's projected true cash value at the end of the lease.
- transfers of more than a 50 percent interest in the ownership of a business, *unless* the ownership is gained through the normal public trading of shares of stock.
- transfers of property held as a tenancy in common, except the portion of the property not subject to the ownership interest conveyed.

For complete descriptions of qualifying transfers, please refer to MCL Section 211.27a(6)(a-i).

Excerpts from Michigan Complied Laws (MCL), Chapter 211

Section 211.27a(8)

"...the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties of the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description."

Section 211.27(5)

"...Beginning December 31, 1994, the purchase price paid in a transfer of property is not the presumptive true cash value of the property transferred. In determining the true cash value of the transferred property, an assessing officer shall assess that property using the same valuation method used to value all other property of that same classification in the assessing jurisdiction."

166906

I - Recordings

Property Address: **1469 Nolan Ave**

Buyer/Borrower: **Chauvez**

Seller: **City of Muskegon**

Description: Documents to be Recorded

May include the following docs: [ ] Deed

Copies to: Title Company, Buyer/Borrower, Seller, Selling Agent, Listing Agent, Mortgage Broker, Lender, Buyer's Attorney, Seller's Attorney

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS to **KIRK M. CHAUVEZ and SHARON K. CHAUVEZ**, husband and wife, of 2672 E. River Road, Twin Lake, Michigan 49457,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

> CITY OF MUSKEGON REVISED PLAT OF 1903, BLOCK 543. THAT PART OF LOT 7, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 7, THENCE SOUTH 39° 46' 55" WEST ALONG SOUTHEASTERLY RIGHT OF WAY OF NOLAN STREET A DISTANCE OF 221.59 FEET TO POINT OF BEGINNING, THENCE SOUTH 50° 18' 40" EAST A DISTANCE OF 140 FEET, THENCE SOUTH 39° 46' 55" WEST A DISTANCE OF 80 FEET, THENCE NORTH 50° 18' 40" WEST A DISTANCE OF 140 FEET, THENCE NORTH 39° 46' 55" EAST ALONG SOUTHEASTERLY RIGHT OF WAY OF NOLAN STREET A DISTANCE OF 80 FEET TO POINT OF BEGINNING. SAID PARCEL CONTAINS 11,200 SQUARE FEET TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OR RESERVATIONS OF RECORD OR APPARENT THEREOF. (Commonly known as 1469 Nolan Avenue, Muskegon, MI)

for the sum of Seven Thousand Eight Hundred Seventy-five and no/100 Dollars ($7,875.00)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of one (1) single family home on the premises herein conveyed within eighteen (18) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the home and driveway. "Complete construction" means: (1) issuance of a residential building permit by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwelling described in the said building permit. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor. Provided, further, that Grantee covenants that the parcel described above shall be improved with not more than one (1) single family home, and it shall be owner-occupied for five (5) years after the City issues a certificate of occupancy. These covenants and conditions shall run with the land.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this 14 day of June, 2006.

Signed in the presence of:

JoAnn Krukowski
JoAnn Krukowski

Irene Dempsey
Irene Dempsey

CITY OF MUSKEGON

By Stephen J. Gawron
Stephen J. Gawron, Its Vice Mayor

and Linda Potter
Linda Potter, Its Deputy City Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Signed and sworn to before me in Muskegon County, Michigan, on June 14, 2006, by STEPHEN J. WARMINGTON and LINDA POTTER, the Mayor and Deputy City Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

JoAnn M. Krukowski
JoAnn M Krukowski, Notary Public

PREPARED BY: John C. Schrier

2nd Reading

Commission Meeting Date: May 23, 2006

Date: **May 12, 2006**

To: **Honorable Mayor and City Commissioners**

From: **Planning & Economic Development**

RE: **Rezoning request for properties located at 1561, 1567, 1575, 1587, 1593 and 1597 Peck St., and 28 W. Forest Ave.**

SUMMARY OF REQUEST:

Request to rezone the properties located at 1561, 1567, 1575, 1587, 1593, and 1597 Peck Street and 28 W. Forest Avenue from RM-1, Low Density Multiple-Family Residential District to R-1, One Family Residential District.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the request.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 5/11 meeting. The vote was unanimous, with J. Aslakson absent.

CITY OF MUSKEGON
MUSKEGON COUTY, MICHIGAN

ORDINANCE NO. 2192

An ordinance to amend the zoning map of the City to provide for a zone change for certain properties from RM-1 "Low Density Multiple-Family Residential District" to R-1 "One Family Residential District"

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning of the following described property from RM-1 "Low Density Multiple-Family Residential District" to R-1 "One Family Residential District":

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 12 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 11 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 N 52 FT LOT 9 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 8 & S 6 FT LOT 9 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 8 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 E 100 FT LOT 7 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 E 11 FT LOT 6 & W 32 FT LOT 7 BLK 424

This ordinance adopted:

Ayes: Gawron, Shepherd, Spataro, Wierengo, and Carter

Nayes: None

Adoption Date: June 13, 2006

Effective Date: June 27, 2006

First Reading: May 23, 2006

Second Reading: June 13, 2006

CITY OF MUSKEGON

By: Linda S. Potter
Linda S. Potter
Deputy City Clerk

CERTIFICATE
(Rezoning of 1561, 1567, 1575, 1587, 1593, 1597 and 1603 Peck Street and 28 W. Forest Avenue RM-1 to R-1)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 13th of June, 2006, 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: June 15, 2006. Linda S. Potter

Linda S. Potter
Deputy Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on June 13, 2006, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning of the following properties from RM-1 "Low Density Multiple-Density Residential District" to R-1 "One Family Residential District":

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 12 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 11 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 N 52 FT LOT 9 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 8 & S 6 FT LOT 9 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 8 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 E 100 FT LOT 7 BLK 424
And
CITY OF MUSKEGON REVISED PLAT OF 1903 E 11 FT LOT 6 & W 32 FT LOT 7 BLK 424

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

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

Published June 17, 2006

CITY OF MUSKEGON

By _____
Linda S. Potter
Deputy City Clerk

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

Account No. 101-80400-5354

Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING

May 11, 2006

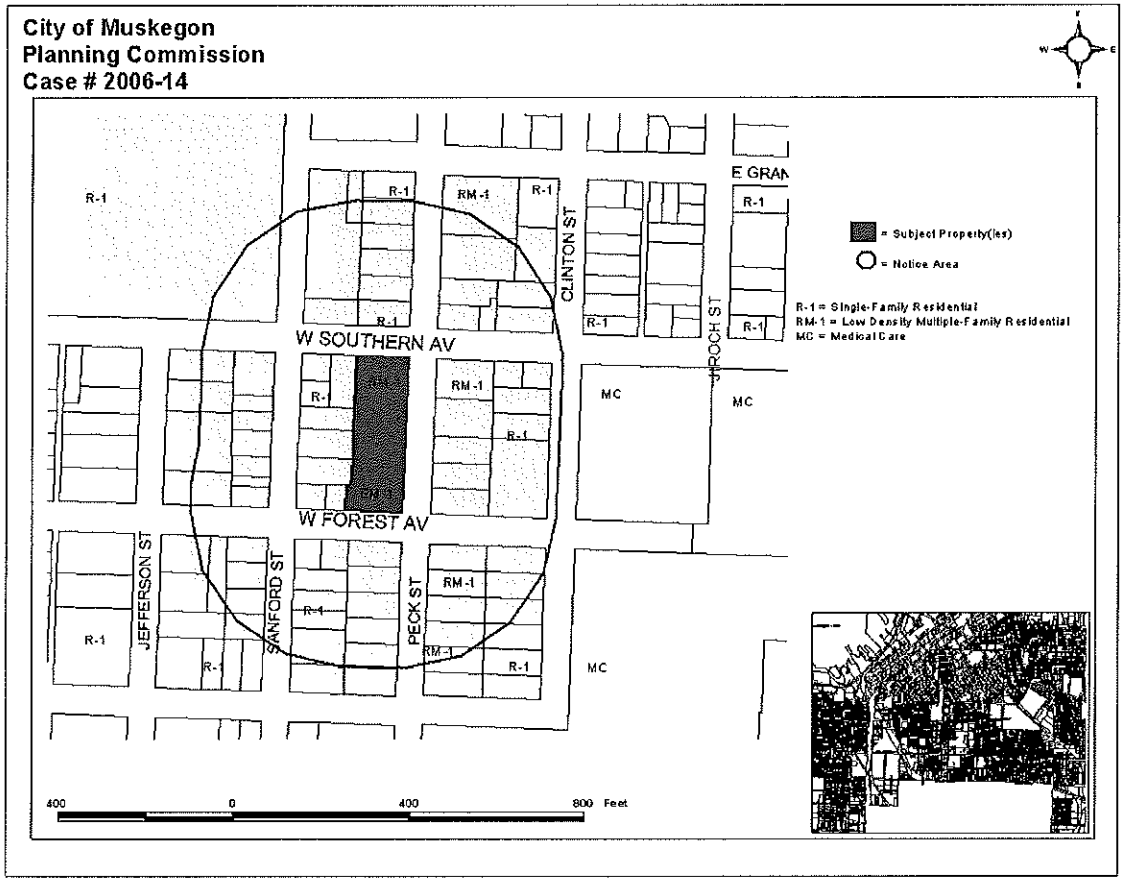
Hearing; Case 2006-14: Staff initiated request to rezone the properties at 1561, 1567, 1575, 1587, 1593, 1597, 1603 Peck Street, and 28 W. Forest Avenue from RM-1, Low Density Multiple-Family Residential District, to R-1, One Family Residential District.

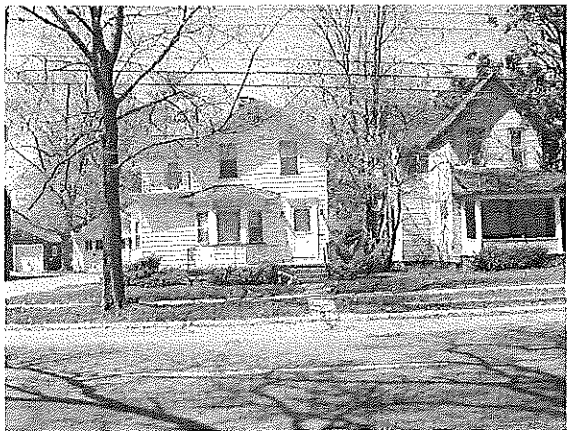
BACKGROUND

Applicant:	City of Muskegon
Property Address/Location:	1561, 1567, 1575, 1587, 1593, 1597 and 1603 Peck Street and 28 W. Forest Avenue
Request:	Rezone from RM-1, Low Density Multiple-Family Residential to R-1, One Family Residential
Present Land Use:	Residential
Zoning:	RM-1, Low Density Multiple-Family Residential

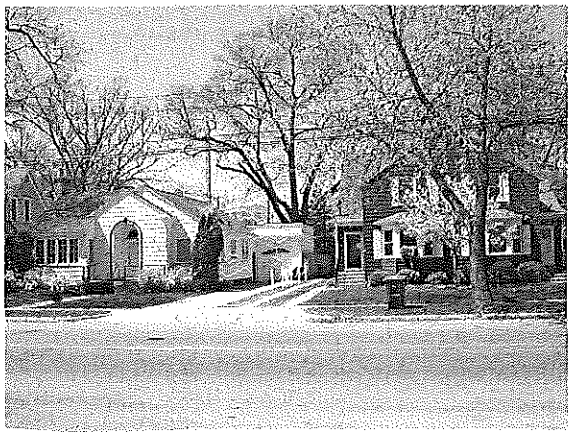
STAFF OBSERVATIONS

1. The properties in question are located on Peck Street in an area presently the focus of the latest Blight Fight effort by the City of Muskegon. The area is referred to as "Area 13" and included the lots previously rezoned on Terrace Street at the March City Commission meeting.
2. Of the eight houses included in this request, all except 1575 Peck appear to be single family homes. The property at 1575 Peck is two-unit residential use.
3. Properties to the east and south are RM-1. The properties to the north and west are zoned R-1.
4. The 1997 Master Land Use Plan, in reference to this sub-area, states: "Maintain the sub-area's residential focus".
5. The Master Plan's Future Land Use Map shows this area as residential.
6. Randy Maki, owner of 1533 Peck, stopped in to the office to say he was very happy about the rezoning of this block.

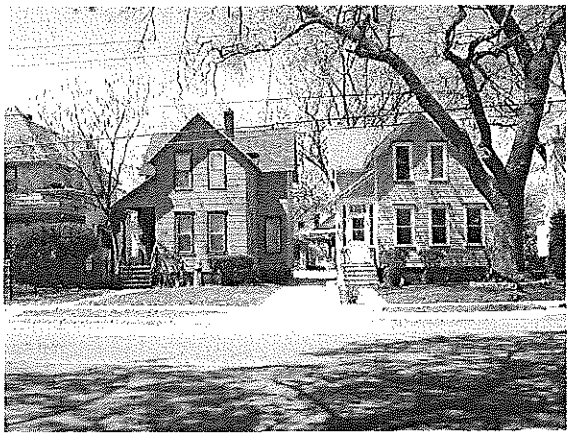

City of Muskegon
Planning Commission
Case # 2006-14
R-1
RM-1
MC
W SOUTHERN AV
W FOREST AV
CLINTON ST
JEFFERSON ST
SANFORD ST
PECK ST
JROCH ST
E GRAN
= Subject Property(ies)
= Notice Area
R-1 = Single-Family Residential
RM-1 = Low Density Multiple-Family Residential
MC = Medical Care
400 0 400 800 Feet



1561 and 1567 Peck Street.

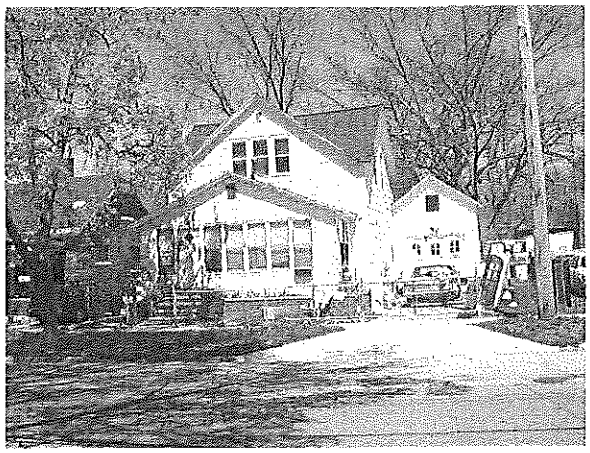


1575 and 1587 Peck Street.



1593 and 1597 Peck Street.

1603 Peck Street.



28 W. Forest Avenue

RECOMMENDATION

Staff recommends approval of the request to rezone the subject properties from RM-1 to R-1 because the request conforms to the goals and recommendation of the City's 1997 Master Plan.

DELIBERATION

Criteria-based questions typically asked during a rezoning include:

1. **What**, if any, identifiable **conditions** related to the petition **have changed which justify** the petitioned **change in zoning**.

2. **What** are the **precedents and the possible effects** of precedent that might result from the approval **or denial** of the petition?

3. What is the **impact** of the amendment on the ability of the city to provide **adequate public services** and **facilities and/or programs** that might reasonably be required in the future if the petition is approved?

4. Does the petitioned zoning change adversely affect the environmental conditions or value of the surrounding property?

5. Does the petitioned zoning change generally **comply with the adopted Future Land Use Plan of the City**?

6. Are there any **significant negative environmental impacts** which would reasonably occur if the petitioned zoning change and resulting allowed structures were built such as:

    a. **Surface water** drainage problems
    b. **Waste water** disposal problems
    c. Adverse effect on surface or subsurface **water quality**
    d. The **loss of valuable natural resources** such as **forest, wetland, historic sites, or wildlife areas.**

7. Is the proposed zoning change a "**Spot Zone**"?

    a. Is the parcel **small in size relative to its surroundings?**
    b. Would the zoning change allow uses that are **inconsistent with those allowed in the vicinity?**
    c. Would the zoning change confer a **benefit to the property owner** that is **not generally available to other properties** in the area?
    d. A spot zone is **appropriate if it complies with the Master Plan.**

DETERMINATION

The following motion is offered for consideration:

I move that the request to rezone the property located at 1561, 1567, 1575, 1587, 1593, 1597, and 1603 Peck Street and 28 W. Forest Avenue from RM-1, Low Density Multiple-Family Residential district to R-1, One Family Residential district, as described in the public notice, be recommended for (**approval/denial**) to the City Commission pursuant to the City of Muskegon Zoning Ordinance, and the determination of (**compliance/lack of compliance**) with the intent of the City Master Land Use/Downtown Lakeshore Redevelopment Plan and zoning district intent.

2nd Reading

Commission Meeting Date: May 23, 2005

Date: **May 12, 2006**

To: **Honorable Mayor and City Commissioners**

From: **Planning & Economic Development** CBC

RE: **Zoning Ordinance Amendment – Wireless Communication Service Facilities**

SUMMARY OF REQUEST:

Request to amend Sections 2321 (Wireless Communication Service Facilities) of Article XXIII (General Provisions) of the Zoning Ordinance to amend the "Overlay District Established for Wireless Communication Support Facilities" and substitute 2301 Harvey Street for 1350 E. Keating Avenue (City DPW) as one of the four overlay districts for location of wireless communication equipment.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of Section 2321, Article XXIII of the Zoning Ordinance.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the amendment at their 5/11 meeting. The vote was unanimous in favor of the amendment, with J. Aslakson absent.

Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING

March 16, 2006

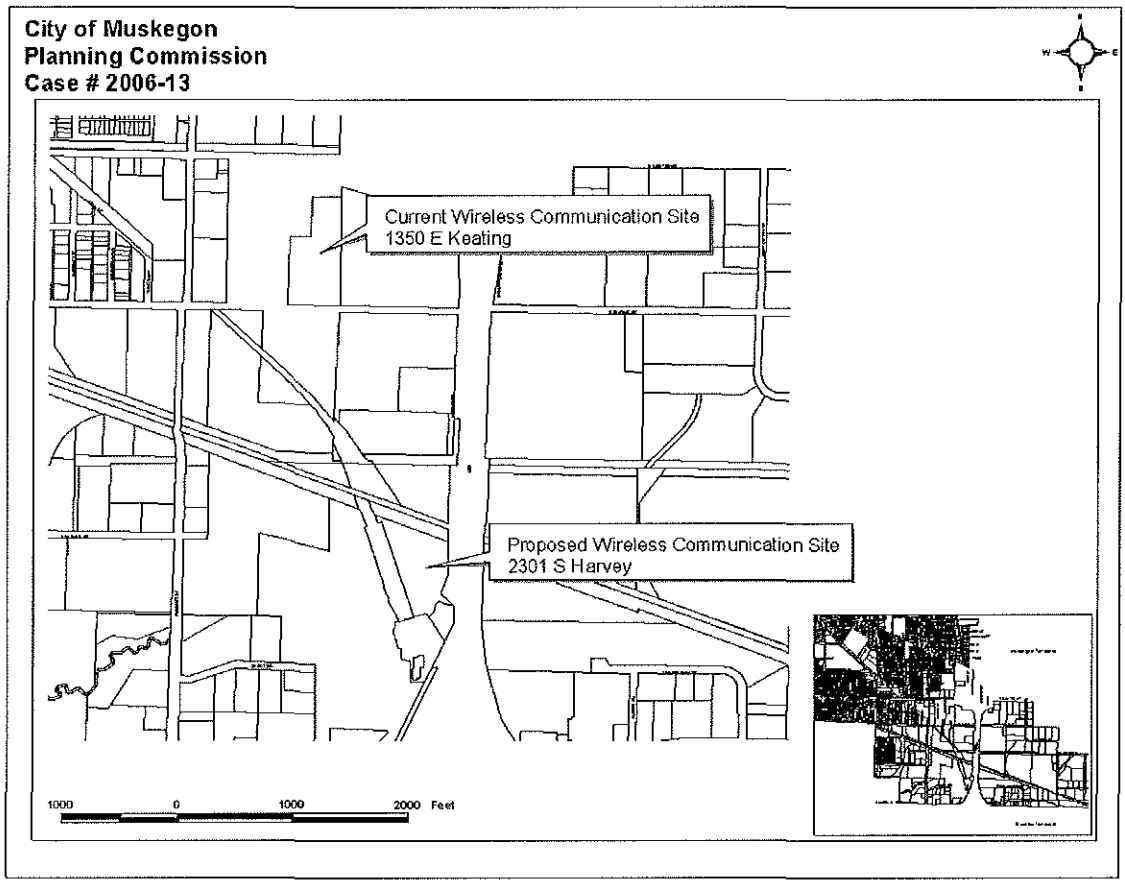
Hearing; Case 2006-13: Request to amend Section 2321, Article XXIII (General Provisions) of the Zoning Ordinance to amend the "Overlay District Established for Wireless Communication Support Facilities", by Sherri Andrews, Mandala, LLC.

BACKGROUND

A request has been received from Sherri Andrews, Mandala, LLC representing Verizon Wireless to amend the zoning ordinance to change one of the established wireless communication support facilities. This section of the ordinance was adopted in 1997 to provide for "appropriate areas for the siting of wireless communication antenna, support facilities and equipment shelters in recognition of the public need and demand for advanced telecommunication and information technologies and services balanced against the impacts such facilities may have on properties within the City." At that time, the overlay zones were established which created four sites. One of the sites is the City Department of Public Works building at 1350 E. Keating. The other three sites are Pulaski Lodge, 871 Pulaski Avenue, City property near the terminus of Yuba Street, and a portion of the Muskegon Community College campus.

Recently Verizon has been looking for a site for a new tower and approached the City regarding locating on the DPW site. The Director of Public Works has concerns with the site for a large tower of this type (see enclosed memo from the Director). He feels the site is too small and would restrict the best usage of DPW's property. The proposed new site at 2301 Harvey Street is located very close to the present DPW site and would serve the same area that Verizon Wireless is attempting to improve their coverage on. The proposed site also is the location of several other utilities, including large Consumer's Energy towers, which already have at least one cellular antenna located on them. There would be no impact on any residential properties, since none are located in this area.

Staff has received no comments regarding this case.



NEW LANGUAGE

Deletions are ~~crossed out~~ and additions are **bold**.

~~2. City Department of Public Works, 1350 E. Keating, described as: E 7.5 acres of NW ¼ of NE ¼ Sec 33 T10N R16W ex N 350 ft thereof also com @ SW cor of said E 7.5 acres th W 197 ft th N 633.075 ft th E 196.715 ft to W line of said 7.5 acres then S 632.5 ft to beg.~~

2. **City of Muskegon That Part of NE 1/4 of SE 1/4 Sec 33 T10N R16W Lying S of Consumers Power Co 100 Ft R/W W Of US 31 State Hwy E Of Relocated C & O R R R/W & N Of Little Black Creek**

DELIBERATION

I move that the amendment to Section 2321 (#2), of Article XXIII (General Provisions), of the Zoning Ordinance, be recommended to the City Commission for (approval/denial).

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2193

An ordinance to amend Sections 2321 (Wireless Communication Service Facilities) of Article XXIII (General Provisions,) of the Zoning Ordinance.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 2321 (Wireless Communication Service Facilities) of Article XXIII (General Provisions) of the City of Muskegon Zoning Ordinance is hereby amended as written below:

2. **City of Muskegon That Part of NE 1/4 of SE 1/4 Sec 33 T10N R16W Lying S of Consumers Power Co 100 Ft R/W W Of US 31 State Hwy E Of Relocated C & O R R R/W & N Of Little Black Creek**

This ordinance adopted:

Ayes: Gawron, Shepherd, Spataro, Wierengo, and Carter

Nayes: None

Adoption Date: June 13, 2006

Effective Date: June 27, 2006

First Reading: May 23, 2006

Second Reading: June 13, 2006

CITY OF MUSKEGON

By: Linda S. Potter

Linda S. Potter,
Deputy City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 13th of June, 2006, 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: June 15, 2006.

Linda S. Potter

Linda S. Potter
Deputy Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on June 13, 2006, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2321 (Wireless Communication Service Facilities) of Article XXIII (Nonconforming Uses).

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

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

Published June 17, 2006

CITY OF MUSKEGON

By _____
Linda S. Potter
Deputy City Clerk

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

Account No. 101-80400-5354

2nd Reading

Commission Meeting Date: May 23, 2006

Date: **May 16, 2006**

To: **Honorable Mayor and City Commissioners**

From: **Planning & Economic Development**

RE: **Vegetation Ordinance Amendment for Raking Leaves**

SUMMARY OF REQUEST:

Request to amend the Code Of Ordinances Chapter 98 VEGETATION for the purpose of requiring leaves to be removed from properties after the conclusion of leaf season. Leaf season is defined as beginning September 1st. and ending April 30th. of each year.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of Chapter 98 Vegetation, specifically to amend Section 98-31 Definitions and Section 98-35 Notice to Destroy and Remove; publication, as proposed to require residents to rake leaves on their property. Actual enforcement will begin in 2007.

COMMITTEE RECOMMENDATION:

None

Planning Department

Memo

To: Honorable Mayor and City Commission

From: Mike Cameron, Code Coordinator

CC: Bryon Mazade, City Manager

Date: May 16, 2006

Re: Noxious Weed Ordinance Modifications for Leaves.

Attached you will find suggested language changes to our Noxious Weed ordinance that would enable enforcement actions to be taken if an owner failed to properly clean up their leaves on a property. The ordinance only applies to properties with a principal structure and is in effect after the leaf season has ended. This language would enhance our efforts to eliminate the blighting impact of an unkempt home and yard. Additionally, decaying leaves around homes and buildings can be a health concern for the occupants. Decaying leaves not only contribute to elevated mold spore counts, but also provide an ideal environment for breeding mosquitoes around the home. With the health concerns in recent years regarding the West Nile Virus and its transmission by mosquitoes, it is even more important than ever to keep wet decaying leaves picked up near homes. Also included in the proposed language are allowances for environmentally friendly composting. The size of the composting operation would however be limited to a container or an area no greater than 16 square feet. This size would allow for the composting of leaves in a typical residential environment.

The Leaf Season has been defined as being from September 1st. through April 30th. of each year. During this season, it would not be required of a property owner to pick up their leaves. Beginning on May 1st. enforcement action could begin and an inspector could send a violation notice requesting the yard be cleaned up within 14 days, if the property owner did not correct the problem in the specified time, we would then enter the property and remove the leaves. This overall timeframe should provide an adequate buffer for residents that spend winters out of state and return in the spring.

As with any program there will be costs associated with it. Our current contractor agreement provides for raking leaves, so the current agreement would not need modification. Our contractor charges $36.00 per hour for this service but the differing conditions of each yard makes it difficult to estimate the costs the city will incur. Raking of yards is an arduous task with no real shortcuts, we can expect that the crew will have to rake the yards by hand. Once leaves have been raked they would have to be bagged for pick-up by the city's waste hauler. After performing the service, the city would bill the owner the costs plus an

administrative fee of $60.00. All too often these invoices remain unpaid and payment must be pursued through collection methods with varying levels of success. Any of the invoices remaining unpaid would be an added expense for the city to bear.

Due to the notification requirements of the noxious weed ordinance, we would not be able to begin actual enforcement until the end of the next leaf season, which is April 30, 2007. In the interim, we will need to modify our computer program to enable us to enforce this new language. When the program modifications are complete, we could send information / warning letters to properties that are not being properly maintained. The purpose of the interim letter would be to encourage voluntary compliance and serve as notice that the rules have changed and they now require the raking of leaves at the end of the next leaf season.

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2194

An ordinance to amend Chapter 98 VEGETATION of The Code of Ordinances to require leaves to be raked.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 98 VEGETATION to add ordinance language requiring that leaves be removed as follows:

Sec. 98-31. Definitions.

For the purpose of this article, the term "noxious weeds and vegetation" means and includes Canada thistles, dodders, mustards, wild carrots, bindweeds, perennial sow thistles, ragweed, poison ivy and poison sumac. The term "noxious weeds and vegetation" shall also include grass more than eight inches in height, dead bushes, dead trees and stumps and bushes and trees infested with dangerous insects or infectious diseases, un-bagged leaves on a property with a principal structure, after the leaf season has concluded. Leaf Season shall be defined as beginning September 1st. and ending April 30th. Designated natural areas, native dune vegetation and bona fide, maintained wildflower plantings and leaf composting in a container or contained area of less than 16 square feet in size may not be considered noxious.

(Code 1975, § 22-14; Ord. No. 2021, § 22-14, 5-9-2000)

Cross reference(s)--Definitions generally, § 1-2.

Sec. 98-35. Notice to destroy and remove; publication.

(a) The city shall publish in a newspaper of general circulation in the city during the month of March that noxious weeds and vegetation not cut or removed during the growing season, namely April 15--October 15 of the given year, may be cut or removed by the city and the owner of the property charged with the cost thereof. The publication shall contain the following information:

(1) That noxious weeds, grass more than eight inches in height, dead bushes, dead trees and stumps and bushes and trees infested with dangerous insects or infectious diseases must be cut and removed from property during the growing season, namely April 15--October 15 of the given year. Un-bagged leaves on a property with a principal structure, after leaf season has concluded must be removed.

(2) That if the owner, agent or occupant refuses to destroy the noxious weeds, the city or its contractor may enter upon the land and destroy them and remove them.

(3) That any expense incurred in the destruction shall be paid by the owner of the land and the city shall have a lien against the land for the expense, to be enforced as provided by this article or in the manner of enforcement of tax liens.

(4) That any owner who refuses to destroy such material and remove it may be subject to a civil infraction.

(5) That the city or its contractor may cut or remove the weeds as many times as is necessary and charge the cost to the property owner. Uncovered costs may be placed as a lien on the property and/or subject to collection proceedings.

(b) Such notice shall state that, for failing to comply with the notice, the city, through its commissioner of noxious weeds and vegetation, shall have the right to enter upon such lands and destroy and remove such noxious weeds or vegetation and the city shall have a lien upon such lands for the expense and cost so incurred, which shall be levied and collected against the property in the same manner as general taxes.

(c) Additional notice shall be provided as outlined and adopted by the city commission policy.

(Code 1975, § 22-18.1; Ord. No. 2021, § 22-18, 5-9-2000)

This ordinance adopted:

Ayes: Gawron, Shepherd, Spataro, Wierengo, Carter

Nayes: None

Adoption Date: June 13, 2006

Effective Date: June 27, 2006

First Reading: May 23, 2006

Second Reading: June 13, 2006

CITY OF MUSKEGON

By: Linda Potter

Linda Potter, CMC, Deputy City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 13th of June, 2006, 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: June 15, 2006.

Linda Potter

Linda Potter, CMC
Deputy City Clerk

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on June 13, 2006, the City Commission of the City of Muskegon adopted an ordinance to amend Chapter 98 VEGETATION to require that leaves be removed from properties with a principal structure at the conclusion of leaf season. Leaf season is defined as beginning September 1st. and ending April 30th.

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

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

Published June 17, 2006

CITY OF MUSKEGON

By _____
Gail A. Kundinger, MMC
City Clerk

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

Account No. 101-80400-5354

Chapter 98 VEGETATION*

*Cross reference(s)--Buildings and building regulations, ch. 10; environment, ch. 26; parks and recreation, ch. 58; planning, ch. 66; streets, sidewalks and other public property, ch. 74; subdivisions and other land divisions, ch. 78.

ARTICLE I. IN GENERAL

Sec. 98-1. Violations.

Any person violating this chapter shall be responsible for a civil infraction.

(Code 1975, §§ 18-28, 22-3)

Sec. 98-2. Damaging, pulling, etc., flowers, plants, trees, etc.

It shall be unlawful for any person to pull, pick, trample on, injure, destroy or carry away any flower, grass, plant, herb, shrub or tree in any park, square, street or other public ground or, without the owner's permission, in any private lawn, garden, yard or other place, in the city.

(Code 1975, § 22-1)

State law reference(s)--Malicious destruction of trees and shrubs, MCL 750.383.

Sec. 98-3. Attaching wires to trees.

No person shall fasten any telegraph wire, telephone wire, guy wire or any other wire to any tree in the city, without first obtaining the consent of the owner of such tree.

(Code 1975, § 22-2)

Cross reference(s)--Utilities, ch. 94.

Sec. 98-4. Tree trimming and removal--Generally.

No person shall trim, cut, remove, alter, damage, mark or make use of any tree or plant growth on city property, on a public right-of-way, terrace, boulevard, sidewalk or public easement, without authorization and permission of the city. No person shall have trees or plant growth on private property which interferes with the use of, or causes site restrictions on, public ways or public property.

(Code 1975, § 18-26)

Sec. 98-5. Same--Forestry policy.

The city commission may adopt a forestry policy and codify such forestry policy in regulations which shall determine the methods to be used and policies to be followed in trimming, cutting, removing, altering, planning and locating trees and plant growth on public property, public rights-of-way, terraces, boulevards, sidewalks or public

easements. The regulations shall also provide for public abatement of trees and plant growth on private property which interferes with the use of or causes site restrictions on public ways or public property. The regulations may be amended, from time to time, to provide for permits, fees and oversight for persons receiving authorization and permission of the city to trim, cut, remove, alter or make use of trees and plant growth in public ways and on public property.

(Code 1975, § 18-27)

Secs. 98-6--98-30. Reserved.

ARTICLE II. NOXIOUS WEEDS AND VEGETATION*

***State law reference(s)**--Control and eradication of noxious weeds, MCL 247.61 et seq.

Sec. 98-31. Definitions.

For the purpose of this article, the term "noxious weeds and vegetation" means and includes Canada thistles, dodders, mustards, wild carrots, bindweeds, perennial sow thistles, ragweed, poison ivy and poison sumac. The term "noxious weeds and vegetation" shall also include grass more than eight inches in height, dead bushes, dead trees and stumps and bushes and trees infested with dangerous insects or infectious diseases, un-bagged leaves on a property with a principal structure, after the leaf season has concluded. Leaf Season shall be defined as beginning September 1st. and ending April 30th. Designated natural areas, native dune vegetation and bona fide, maintained wildflower plantings and leaf composting in a container or contained area of less than 16 square feet in size may not be considered noxious.

(Code 1975, § 22-14; Ord. No. 2021, § 22-14, 5-9-2000)

Cross reference(s)--Definitions generally, § 1-2.

Sec. 98-32. Legislative determination; purpose of article.

It is hereby determined that noxious weeds and vegetation growing, lying or located on private land in the city affect and are detrimental to the health, comfort, convenience, safety, welfare and prosperity of the residents of the city. The necessity, in the public interest, for the provisions and prohibitions contained in this article is declared a matter of legislation determination and public policy and it is declared that such provisions and prohibitions are enacted in pursuance of and for the purpose of securing and promoting the health, comfort, convenience, safety, welfare and prosperity of the city and its inhabitants.

(Code 1975, § 22-15; Ord. No. 2021, § 22-15, 5-9-2000)

Sec. 98-33. Declared nuisance.

All noxious weeds and vegetation growing, lying, or located on any land within the city are hereby declared to be a public nuisance.

(Code 1975, § 22-16; Ord. No. 2021, § 22-16, 5-9-2000)

Sec. 98-34. Designation and general duties of commissioner of noxious weeds and vegetation.

The city manager shall appoint a commissioner of noxious weeds and vegetation, who shall superintend the control and eradication of noxious weeds and vegetation. Assignment of staff to monitor noxious weeds on public and private property may also be delegated to appropriate departments in the city.

(Code 1975, § 22-17; Ord. No. 2021, § 22-17, 5-9-2000)

State law reference(s)--Authority to appoint commissioner of noxious weeds, MCL 247.61.

Sec. 98-35. Notice to destroy and remove; publication.

(a) The city shall publish in a newspaper of general circulation in the city during the month of March that noxious weeds and vegetation not cut or removed during the growing season, namely April 15--October 15 of the given year, may be cut or removed by the city and the owner of the property charged with the cost thereof. The publication shall contain the following information:

(1) That noxious weeds, grass more than eight inches in height, dead bushes, dead trees and stumps and bushes and trees infested with dangerous insects or infectious diseases must be cut and removed from property during the growing season, namely April 15--October 15 of the given year. Un-bagged leaves on a property with a principal structure, after leaf season has concluded must be removed.

(2) That if the owner, agent or occupant refuses to destroy the noxious weeds, the city or its contractor may enter upon the land and destroy them and remove them.

(3) That any expense incurred in the destruction shall be paid by the owner of the land and the city shall have a lien against the land for the expense, to be enforced as provided by this article or in the manner of enforcement of tax liens.

(4) That any owner who refuses to destroy such material and remove it may be subject to a civil infraction.

(5) That the city or its contractor may cut or remove the weeds as many times as is necessary and charge the cost to the property owner. Uncovered costs may be placed as a lien on the property and/or subject to collection proceedings.

(b) Such notice shall state that, for failing to comply with the notice, the city, through its commissioner of noxious weeds and vegetation, shall have the right to enter upon such lands and destroy and remove such noxious weeds or vegetation and the city shall have a lien upon such lands for the expense and cost so incurred, which shall be levied and collected against the property in the same manner as general taxes.

(c) Additional notice shall be provided as outlined and adopted by the city

commission policy.

(Code 1975, § 22-18.1; Ord. No. 2021, § 22-18, 5-9-2000)

Sec. 98-36. Duty of property owner to destroy and remove.

It shall be the duty of every owner or his authorized agent, of any lands in the city, to cut down or cause to be cut down, pulled out, destroyed and removed all noxious weeds and vegetation growing, lying or located on such lands, so as to prevent the same from perpetuating themselves or spreading infectious diseases, or becoming a detriment to public health, during the growing season as often as may be necessary to prevent them from blooming or reaching a seed-bearing stage or from spreading infectious diseases. If such owner, or his authorized agent, shall fail to do so, after notice as provided in section 98-35, he shall be in violation of this section.

(Code 1975, § 22-19; Ord. No. 2021, § 22-19, 5-9-2000)

Sec. 98-37. City exempt from action of trespass for entering private land to destroy and remove.

The city or its contractor shall not be liable in any action of trespass for entering upon private lands for the purpose of cutting down, destroying, or removing noxious weeds or vegetation.

(Code 1975, § 22-21; Ord. No. 2021, § 22-21, 5-9-2000)

Sec. 98-38. Penalty for failure to destroy and remove.

Any owner of any private lands or his authorized agent, who shall fail or refuse to destroy and remove any noxious weeds or vegetation provided in this article shall be responsible for a civil infraction.

(Code 1975, § 22-20)

Date: **June 13, 2006**

To: **Honorable Mayor and City Commission**

From: **Public Works**

RE: **Replacement Garbage Carts**

SUMMARY OF REQUEST: Because our supply of replacement garbage carts is nearly depleted, we took quotes on a truck-load of 552 carts. The lowest bid is Rehrig Pacific at $47.00 per cart. The total cost is $26,149, including shipping.

FINANCIAL IMPACT:

$23,085 was budgeted for cart purchase in 2006 ($3,064 shortfall). Since January, residents are paying a $50 fee for a replacement cart. So far $2850 has been collected.

BUDGET ACTION REQUIRED:

An adjustment for the actual purchase price will be made to the next quarterly sanitation budget revision.

STAFF RECOMMENDATION:

To approve the purchase of 552 garbage carts at $26,149 from Rehrig Pacific Company.

Bid Summary: 64-gal Carts

Name	Unit price	Shipping	Unit price w/ shipping	Total Cost
Rehrig Pacific Co.	45.00	1309.00	47.37	26,149.00
Bell Equipment Co.	50.28	included	50.28	27,754.56

Rehrig Pacific, Co. is located in Lawrenceville, Georgia.

Bell Equipment Co. is located in Lake Orion, Michigan and is distributor for Toter, Inc. of Statesville, North Carolina.

Date: **June 13, 2006**

To: **Honorable Mayor and City Commissioners**

From: **Engineering**

RE: **City – MDOT Agreement for:**
Montgomery Street, Laketon to Southern Ave.

SUMMARY OF REQUEST:

To approve the attached contract with MDOT for the reconstruction of Montgomery from Laketon to Southern and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

MDOT's participation is caped at $315,777 but not to exceed 81.85% of eligible cost. The estimated total construction cost (without engineering) of the project, including the non-participating items of watermain & sanitary sewer work is $831,000.

BUDGET ACTION REQUIRED:

None at this time. The City's share of the cost will come out of the Major Street and water/sewer funds as was budgeted.

STAFF RECOMMENDATION:

That the attached agreement and resolution be approved.

COMMITTEE RECOMMENDATION:

RESOLUTION 2006-50(j)

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE RECONSTRUCTION OF MONTGOMERY STREET FROM LAKETON AVE. TO SOUTHERN AVE. ALONG WITH WATER, SEWER AND SIDEDWALK WORK TOGETHER WITH OTHER NECESSARY RELATED WORK AND AUTHORIZATION FOR MAYOR STEPHEN J. WARMINGTON AND CITY CLERK GAIL A KUNDINGER TO EXECUTE SAID CONTRACT

Moved by Commissioner Carter and supported by

Commissioner Spataro that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **06-5220** between the Michigan Department of Transportation and the City of Muskegon for the **reconstruction of Montgomery Street from laketon to southern** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **06-5220** 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 13th day of June, 2006.

BY

Stephen J. Warmington, Mayor

ATTEST Linda Potter

Linda Potter, Deputy Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on June 13, **2006**. 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 Linda Potter

Linda Potter, Deputy Clerk

JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

June 22, 2006

RECEIVED
JUL 10 2006
City Clerks Office

Ms. Gail Kundinger
Clerk
City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536

Dear Ms. Kundinger:

RE: MDOT Contract Number: 06-5220
Control Section: STUL 61407
Job Number: 84350

Enclosed is a fully executed copy of the above noted agreement.

Sincerely,

Jackie Burch

Jackie Burch
Contract Processing Specialist
Design Support Area

Enclosure

Cc: M. Harbison, Design Support Area
Project Accounting, Financial Operations Division
Grand Region Engineer

Engineering

STP

DIR

Control Section	STUL 61407
Job Number	84350
Project	STP 0661(015)
Federal Item No.	HH 4688
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	06-5220

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of JUN 2 2 2006, 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 April 19, 2006, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Reconstruction work along Montgomery Avenue from Laketon Avenue to Southern Avenue; including pavement removal, storm sewer, drainage structures, hot mix asphalt paving, sidewalk repair, and pavement marking work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Sanitary sewer, watermain, and sidewalk replacement work along Montgomery Avenue from Laketon Avenue to Southern Avenue; 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.

Costs for construction engineering and inspection incurred by the DEPARTMENT will be charged 100 percent to the REQUESTING PARTY. Any other costs incurred by the DEPARTMENT as a result of this contract will be at PROJECT COST.

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 at the established Federal participation ratio equal to 81.85 percent up to an amount not to exceed $315,777. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

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

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

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon 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. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway 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

By _____
Title: Stephen J. Warmington
Mayor

By Linda Potter
Title: Linda Potter
Deputy Clerk

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Department Director MDOT

APPROVED
5/16/06
ASSISTANT
ATTORNEY
GENERAL

WCS
REVIEWED
5-1-06
CONTRACTS

April 19, 2006

EXHIBIT I

CONTROL SECTION	STUL 61407
JOB NUMBER	84350
PROJECT	STP 0661(015)

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$556,300	$274,700	$831,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$556,300	$274,700	$831,000
Less Federal Funds*	$315,777	$ 0	$315,777
BALANCE (REQUESTING PARTY'S SHARE)	$240,523	$274,700	$515,223

*Federal Funds shall be applied to the eligible items of the for the PART A portion of the PROJECT COST at a participation ratio equal to 81.85 percent up to an amount not to exceed $315,777.

NO DEPOSIT

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.

(Rev. 03/92)

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: June 13, 2006

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Consideration of Bids
Watermain in Windward Dr., Arlington to Edgewater

SUMMARY OF REQUEST:

Award the water main replacement project (W-684) in Windward to Lee's Trenching Services out of Byron Center since they were the lowest responsible bidder with a bid price of $39,990.40.

FINANCIAL IMPACT:

The bid price of $39,990.40 plus 15% for engineering.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the project to Lee's Trenching Services

COMMITTEE RECOMMENDATION:

W684 WINDWARD DR., ARLINGTON AVE. TO EDGEWATER ST.

BID TABULATION 05/23/06

		CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		LEE'S TRENCHING SERVICE, INC. 1201 76TH ST. SW BYRON CENTER, MI 49315		WADEL STABILIZATION 2500 N. OCEANA DR. HART, MI 49420		DOUBLE L ENTERPRISES 5215 INDUSTRIAL PARK DR. MONTAGUE, MI 49437	
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	BENDS D.C.I. 6" 22° M.J.	EACH	1	$255.00	$ 255.00	$ 315.00	$ 315.00	$ 300.00	$ 300.00	$ 270.89	$ 270.89
2	BENDS D.C.I. 6" 45° M.J.	EACH	4	$255.00	$ 1,020.00	$ 315.00	$ 1,260.00	$ 300.00	$ 1,200.00	$ 269.13	$ 1,076.52
3	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	6	$220.00	$ 1,320.00	$ 230.00	$ 1,380.00	$ 500.00	$ 3,000.00	$ 154.00	$ 924.00
4	CURB STOP I" W / BOX MUELLER #15150 OR EQUAL	EACH	5	$250.00	$ 1,250.00	$ 565.00	$ 2,825.00	$ 400.00	$ 2,000.00	$ 140.16	$ 700.80
5	HYDRANT STD.	EACH	1	$1,470.00	$ 1,470.00	$ 1,700.00	$ 1,700.00	$ 1,850.00	$ 1,850.00	$ 1,691.00	$ 1,691.00
6	SLEEVES 6" D.C.I. M.J. LONG	EACH	3	$580.00	$ 1,740.00	$ 320.00	$ 960.00	$ 1,500.00	$ 4,500.00	$ 143.00	$ 429.00
7	STORM SEWER 10" S.D.R.35	LIN. FT.	65	$28.00	$ 1,820.00	$ 16.00	$ 1,040.00	$ 41.00	$ 2,665.00	$ 34.10	$ 2,216.50
8	TRAFFIC CONTROL	LUMP	1	$2,000.00	$ 2,000.00	$ 1,045.00	$ 1,045.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00
9	TRENCH REPAIR LOCAL STREET TYPE III	LIN. FT.	310	$25.00	$ 7,750.00	$ 52.70	$ 16,337.00	$ 85.00	$ 26,350.00	$ 57.28	$ 17,756.80
10	TRENCH REPAIR SPECIAL	LIN. FT.	108	$25.00	$ 2,700.00	$ 15.00	$ 1,620.00	$ 55.00	$ 5,940.00	$ 25.71	$ 2,776.68
11	VALVE 6" GATE M.J. W/BOX	EACH	1	$650.00	$ 650.00	$ 700.00	$ 700.00	$ 650.00	$ 650.00	$ 783.00	$ 783.00
12	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	108	$15.00	$ 1,620.00	$ 22.30	$ 2,408.40	$ 12.00	$ 1,296.00	$ 28.33	$ 3,059.64
13	WATERMAIN 6" D.C.I. CL. 52	LIN. FT.	300	$28.00	$ 8,400.00	$ 28.00	$ 8,400.00	$ 38.50	$ 11,550.00	33.98	$ 10,194.00
			TOTALS		$ 31,995.00		$ 39,990.40		$ 63,801.00		$ 43,878.83

Commission Meeting Date: June 13, 2006

Date: **June 7, 2006**

To: **Honorable Mayor & City Commission**

From: **Community and Neighborhood Services Department**

RE: **Approval of Conveyance Application to the State of Michigan**

SUMMARY OF REQUEST: To approve Community and Neighborhood Services to obtain 209 Merrill from the State of Michigan, which is two currently vacant and abandoned homes situated on one parcel.

The department's objective is to obtain 209 Merrill for the minimum price of $300.00, demolish both structures, construct one home, and sale the property to a qualified family during the 2007-2008 fiscal year. The obtaining of this property and constructing a new single-family home is one additional piece to the City's continuous neighborhood revitalization efforts.

FINANCIAL IMPACT: The Community and Neighborhood Services office will supply $300.00 from the HOME program income fund.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request and have the Mayor sign the application to the state of Michigan

COMMITTEE RECOMMENDATION: None

Commission Meeting Date: June 13, 2006

Date: **June 5, 2006**

To: **Honorable Mayor and City Commissioners**

From: **Planning & Economic Development** CBC

RE: **Public Hearing - Request for an Industrial Facilities Exemption Certificate – Forming Technologies**

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, Forming Technologies, 1885 East Laketon Avenue, has requested the issuance of an Industrial Facilities Exemption Certificate for the property located at 1885 East Laketon Ave., Muskegon. The total capital investment is approximately $875,859 with $164,938 in real property and $710,920 in personal property. This request qualifies Forming Technologies for an abatement term of nine (9) years for personal property and twelve (12) years for real property.

FINANCIAL IMPACT:

The City will capture certain additional property taxes generated by the expansion (see attached Summary Sheet).

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the attached resolution granting an Industrial Facilities Exemption Certificate for a term of nine (9) years for personal property and twelve (12) years for real property.

COMMITTEE RECOMMENDATION:

None

City of Muskegon
Industrial Facilities Exemption Application
Summary Sheet

Project Summary:

FORMING TECHNOLOGIES, a new company located at 1885 East Laketon, Muskegon, Michigan, is installing machinery and equipment to expand its present operation. Due to the fact that the company is investing $164,938 in real property and $710,920 in personal property and is creating 38 new employment opportunities, it is eligible for an nine year (9) year exemption for personal property and a twelve (12) year exemption for real property.

Employment Information:

Racial Characteristics:		
White	32	(85%)
Minority	6	(15%)
Total	38	(100%)
Gender Characteristics:		
Male	35	(92%)
Female	3	(8%)
Total	38	(100%)

Total No. of Anticipated New Jobs:

Investment Information:

Real Property:	$164,938
Personal Property	$710,920
Total:	$875,859

Property Tax Information (Annual)	All Jurisdictions	City Only
Total New Taxes Generated	$21,458	$ 4,379
Value of Abatement	$10,729	$ 2,189
Total New Taxes Collected	$10,729	$ 2,189

Income Tax Information: (Annual)
Total Additional Income Tax Generated: **$ 11,856**

Company Requirements:

Adopted Affirmative Action Policy	(Yes)	No
Meeting w/ City Affirmative Action Director	(Yes)	No
Signed Tax Abatement Contract	(Yes)	No
Taxes Paid In Full	(Yes)	No
Zoning Conflicts	Yes	(No)

Joel Fitzpatrick
Planner II

6/6/06
Affirmative Action Director

Resolution No. 2006-51(a)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING APPLICATION FOR ISSUANCE
OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
FORMING TECHNOLOGIES

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed pubic hearing , this Commission by resolution established an Industrial Development District; and

WHEREAS, Forming Technologies has filed an application for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to a building expansion and new machinery and equipment to be installed within said Industrial Development District; and

WHEREAS, before acting on said application the Muskegon City Commission held a public hearing on June 13, 2006, at the Muskegon City Hall in Muskegon, Michigan at 5:30 p.m. at which hearing the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, the installation of machinery and equipment is calculated to and will have the reasonable likelihood to retain, create, or prevent the loss of employment in Muskegon, Michigan; and

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

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

1) The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Act of 1974 as amended and Act No. 255 of the Public Acts of 1978 as amended shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.

2) The application of Forming Technologies, for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to the building expansion and installation of new machinery and equipment on the following described parcel of real property situated within the City of Muskegon to wit:

CITY OF MUSKEGON S 660 FT OF N 726 FT OF W 660 FT OF E 1/2 OF NW 1/4 SEC 34 T10N R16W EX THAT PART LYING NLY OF A LINE 50 FT SLY OF & PAR TO C/L OF LAKETON AVE EXCEPT W 290 FT THEREOF

3) The Industrial Facilities Tax Exemption Certificate is issued and shall be and remain in force and effect for a period of nine (9) years on personal property and twelve (12) years on real property.

Adopted this 13th Day of June 2006.

Ayes: Gawron, Shepherd, Spataro, Wierengo, Carter

Nays: None

Absent: Davis, Warmington

BY: _____
Stephen J. Warmington
Mayor

ATTEST: Linda Potter
Linda Potter, Deputy City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on June 13, 2006.

Linda Potter
Linda Potter, Deputy City Clerk

Michigan Department of Treasury
1012 (Rev. 7/05)

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of P.A. 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date received by Local Unit: 4/26/06
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility): FORMING TECHNOLOGIES, LLC.	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (Four Digit Code)
1c. Address of Facility (real property or personal property location): 1885 EAST LAKETON AVE	1d. Name of City/Township/Village (Indicate which): MUSKEGON - CITY; 1e. County: MUSKEGON
2. Type of Approval Requested: [x] New (Sec. 2(4)) [ ] Transfer (1 copy to only) [ ] Speculative Building (Sec. 3(8)) [ ] Rehabilitation (Sec. 3(1)) [ ] Research and Development (Sec. 2(9))	3a. School District where facility is located: Orchard View; 3b. School Code: 61190
	4. Amount of years requested for exemption (1-12 Years): 6

5. Thoroughly describe the project for which exemption is sought: Real Property (Type of improvements to Land, Building, Size of Addition), Personal Property (Explain New, Used, Transferred from Out-of-State, etc.) and Proposed Use of Facility (Please attach additional page(s) if more room is needed).

+ USED EQUIPMENT PURCHASED FROM OUT-OF-STATE, (3) THERMOFORMING MACHINES; PERIPHERAL
+ SUPPORT EQUIPMENT; GRANULATOR, TEMP CONTROL, COOLING TOWER, AIR COMP, FORK TRUCKS, CNC, VACUUM PUMP

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun. ELECTRICAL	$ 164,938.97 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation plus total costs.	$ 710,920.86 Personal Property Costs
6c. Total Project Costs	$ 875,859.83 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	11-14-05	12-31-06	[ ] Owned [x] Leased
Personal Property Improvements	11-21-05	12-31-06	[x] Owned [ ] Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. [ ] Yes [x] No

9. Number of existing jobs at this facility that will be retained as a result of this project: ZERO	10. Number of new jobs at this facility expected to be created within two years of project completion: 3-6

11. Rehabilitation applications only. Complete a, b and c of this section. You must attach the assessor's statement of valuation for the entire plant rehabilitation district. The SEV data below must be as of December 31 of the year prior to the rehabilitation.

a. SEV of Real Property (excluding land)	N/A
b. SEV of Personal Property (excluding inventory)	
c. Total SEV	

12a. Check the type of District the facility is located in: [x] Industrial Development District [ ] Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit)	12c. Is this application for a speculative building (Sec. 3(8))? [ ] Yes [x] No

Form 1012, Page 2

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws, and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Phone Number	13c. Fax Number	13d. E-mail Address
DAVID M. HEMBREE	(810) 227-6512	(810) 494-5144	DHEMBREE @ FRMTECH.ORG
14a. Name of Contact Person	14b. Phone Number	14c. Fax Number	14d. E-mail Address
SAME AS ABOVE			
15a. Name of Company Officer (No Authorized Agents)			
SAME AS ABOVE			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
15e. Mailing Address (Street, City, State, ZIP)		15f. Phone Number	15g. E-mail Address
P.O. BOX 2246 BRIGHTON MI 48116		(810) 494-5140	

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

18. Action taken by local government unit

- ☐ Abatement Approved for _____ Years (1-12)
  - After Completion ☐ Yes ☐ No
- ☐ Denied (Include Resolution Denying)

16a. Documents Required to be on file with the Local Unit
Check or Indicate N/A if Not Applicable

- ☐ 1. Notice to the public prior to hearing establishing a district
- ☐ 2. Notice to taxing authorities of opportunity for a hearing.
- ☐ 3. List of taxing authorities notified for district and application action.
- ☐ 4. Lease Agreement showing applicants tax liability.

16b. The State Tax Commission Requires the following documents be filed for an administratively complete application.
Check or Indicate N/A if Not Applicable

- ☐ 1. Original Application plus attachments, and one complete copy
- ☐ 2. Resolution establishing district
- ☐ 3. Resolution approving/denying application.
- ☐ 4. Letter of Agreement (Signed by local unit and applicant)
- ☐ 5. Affidavit of Fees (Signed by local unit and applicant)
- ☐ 6. Building Permit for real improvements if project has already begun
- ☐ 7. Equipment List with dates of beginning of installation
- ☐ 8. Form 3222 (if applicable)
- ☐ 9. Speculative building resolution and affidavits (if applicable)

17. Name of Local Government Body	18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Phone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

STC USE ONLY			
LUCI Code	Begin Date	End Date	End Date2

CITY OF MUSKEGON

CONTRACT FOR TAX ABATEMENT
Act 198 Public Acts of 1974

AGREEMENT between CITY OF MUSKEGON, a municipal corporation of 933 Terrace Street, Muskegon, Michigan 49441, ("City") and Forming Technologies ("Company").

Recitals:

A. The Company has applied to City for the establishment of an industrial development district or industrial rehabilitation district pursuant to the provisions of Act 198 of the Public Acts of 1974, as amended, which act requires a contract between the City and the Company to be agreed and submitted with the Company's subsequent anticipated application for an industrial facilities exemption certificate.

B. That in addition to the statutory requirement, the City has determined that it is in the best interests of the taxpayers, property owners and residents of the City that this Agreement be approved and executed prior to the establishment of the requested district, and the City deems this Contract, together with the conditions set forth in the said Act to constitute a necessary element in the City's determination whether or not to create the district.

C. The Company intends to install the project set forth in its application ("project") which it believes qualifies for the process of establishing the district and the application for industrial facilities exemption certificate.

D. The City, provided this Agreement is executed, will determine whether to create the district based upon the potential for the production of permanent jobs, the continuation, **stabilization** or increase of economic activity, planning and zoning considerations and the City's general plan and intentions regarding economic development. In addition to the City policy considerations and predictions that the Company's proposed district and certificate benefit the community in those ways, the City has further determined that the contractual commitments made by the Company to thereby assist the community shall be binding on the Company and necessary to continue the tax exemption made possible by the certificate.

E. This contract shall become effective upon the issuance of an Industrial Facilities Tax Exemption Certificate.

NOW THEREFORE THE PARTIES AGREE:

1. **COMPANY AGREEMENT**. The Company irrevocably commits to the investment, job retention and job creation promises made in its application, a copy of which is attached hereto and incorporated herein. In particular the Company agrees:

1.1 That 100% of the jobs shall be filled and in existence with full-time employees by a date no later than two (2) years from the date of the granting of the certificate by the State Tax Commission, **subject to the provisions of section 3.4 of this agreement.**

1.2 That the amount of jobs listed on the application, whether new or retained, will be maintained through the life of the abatement, **subject to the provisions of section 3.4 of this agreement.**

1.3 The Company shall meet the affirmative action goal included in the application or in any documents supplied by the City and utilized by the Company, including any additional representations made to the City Commission on or before the date two (2) years after the granting of the certificate by the State Tax Commission. It shall maintain the said levels of 14% employment diversity during the period of the certificate, **subject to the provisions of section 3.4 of this agreement.**

1.4 The Company, by the end of two (2) years from the date of the grant of the certificate by the State Tax Commission shall have completed the investment of $875,859.00 in the equipment and improvements as shown in the application, **subject to the provisions of section 3.4 of this agreement.**

1.5 That the improvements and equipment to receive the tax abatement treatment shall be completed on or before the date two (2) years from the date of granting of the certificate by the State Tax Commission.

1.6 The Company shall pay its specific taxes required by the act in a timely manner, and shall not delay payments so as to incur any penalties or interest.

1.7 The Company shall fully cooperate with the City representatives in supplying all requested and required documentation regarding jobs, investment, the meeting of all goals and the timely installation and utilization of equipment and improvements. The City shall be entitled to inspect at reasonable hours the Company's premises where the said improvements and equipment have been installed and where the said jobs are performed.

1.8 The Company shall maintain, during the entire period for which the tax abatement is granted, the level of jobs, affirmative action goals, production and utilization of the improvements and equipment at the site where the district has been created and for which the tax exemption has been granted.

1.9 The Company shall not cause or fail to cure the release of any hazardous substance, or the violation of any environmental law on its premises in the City. It shall report any releases to the appropriate governmental authority in a timely and complete manner, and provide copies of said report documentation to the City. It shall comply with all orders and actions of any governmental agency having authority.

1.10 The Company shall maintain the equipment and improvements so as to minimize physical or functional obsolescence.

1.11 The Company shall continue to operate its business location in the City, containing the same number of and type of jobs, for the term of the certificate.

2. **AGREEMENT BY THE CITY**. Provided this contract has been executed and further provided all applications to create the district and achieve the industrial facility exemption certificate have been properly filed, the City shall, in a timely manner, determine in a public meeting to **whether to** create the district and **whether to** receive, process, and approve thereafter the Company's application for an industrial facilities exemption certificate. The City may consider this contract in a meeting separate from and prior to the meeting in which the City considers the creation of the district and/**or** approval of the application for certificate. Further, the City shall require the submission of this contract signed by the Company together with its applications, before creating the district.

3. **EVENTS OF DEFAULT**. The following actions or failures to comply shall be considered events of default by the Company:

3.1 Failure to meet any of the commitments set forth above.

3.2 The closing of the Company's facilities in the City. Closing shall mean for purpose of this Agreement, the removal, without transfer to another site within the City of substantially all of the production facilities, and the elimination of substantially all the jobs created or retained thereby, which are set forth in the Company's application.

3.3 Failure to afford to the City the documentation and reporting required.

3.4 The failure to create or retain jobs, meet affirmative action goals or expend the funds on equipment and improvements as represented in the application within the times required hereby, **unless the company can show that there has been a loss of revenue and employment due to circumstances beyond the control of the company. In order to make that showing the company shall have the burden of supplying, to the City's satisfaction, complete and convincing documentation supporting and justifying reductions in investment, failures to attain affirmative action goals or job losses, such as, without limitation, written evidence of lost contracts, accounting information showing reduced revenues due to the loss of business, (not due to diversion of production to affiliate companies or divisions of the company), production records showing reduced quantities over significant periods of time, and such other information required by the City to support the Company's claim that the failure to invest, failure to achieve affirmative action goals, or loss of jobs should not form the basis for a finding of default.**

3.5 The bankruptcy or insolvency of the Company.

3.6 The failure to pay any and all taxes and assessments levied on the Company's property or any other taxes, local, state or federal, including but not limited to City income taxes and the withholding of said City income taxes from employees as required by the City Income Tax Ordinance.

3.7 The performance or omission of any act which would lead to revocation under MCLA 207.565, being §15 of the Act.

3.8 The violation of any provisions, promises, commitments, considerations or covenants of this Agreement.

4. **REMEDIES ON DEFAULT.** In the event of any of the above defaults the City shall have the following remedies which it may invoke without notice, except as may be reasonably required by the Company's rights to due process:

4.1 In the event of closing as determined after investigation of the facts and a public hearing, the Company shall be immediately liable for penalties to be paid forthwith to the city as determined as follows:

4.1.1 The Company shall pay to the City for prorata distribution to the taxing units experiencing the abatement, an amount equal to the difference between the industrial facilities tax which it has paid, and the total property taxes to the relevant taxing units which it would have paid, given its installations of improvements and equipment, during the years for which the certificate was in effect.

4.1.2 Immediate Revocation. The Company hereby consents to revocation to the IFT certificate before the State Tax Commission, without hearing, and the City shall submit a copy of this Agreement to the State Tax Commission in connection with its revocation procedure, giving notice that the default has occurred and immediate revocation should occur.

4.2 In the event the improvements and equipment have not been installed before the two (2) year period, in addition to the revocation procedures before the State Tax Commission, the abatement should immediately be reduced by the City proportionately, and any installations which have not been finished at the end of said two (2) year period shall not be eligible for the abatement thereafter and shall be placed on the regular tax roll.

4.3 Failure to Expend the Funds Represented. In the event, (whether or not the installations have been completed), the Company has not expended the funds it has represented on its application that it would invest for the installation of equipment, the abatement shall be reduced prorata, and any remaining value of equipment shall be placed on the regular tax roll, **unless the company can show, through receipts, etc. that the cost of the equipment was actually less than the amount estimated by the company (i.e., the same equipment was purchased as listed in the IFT application, but the bids came in less then expected).**

4.4 Job Creation and Retention. In the event the promised number of jobs have not been created or retained at the end of the two (2) years after the grant of the certificate by the State Tax Commission, the abatement shall be proportionately reduced, **unless the company can show that the loss of jobs, or inability to hire as many people as expected, is due to circumstances beyond the control of the company (such as an economic downturn).**

4.5 Affirmative Action Goals. In the event, after one (1) year from the grant of the certificate by the State Tax Commission, the affirmative action goals of the City for additional jobs have not been met on a prorata basis, the abatement shall be revoked.

4.6 For other violations of this Agreement or for actions or omissions by the Company amounting to grounds for revocation by statue, the City shall recommend to the State Tax Commission immediate revocation of the certificate.

4.7 Special Assessment. For any amount due to be paid to the City, under this Section 4, the Company consents that the City shall have a personal action against the Company for the said amount, and in addition, cumulatively, and not by election, the City shall have a special assessment lien on all the property of the Company personal and real, located in the City, for the collection of the amounts due as and in the manner of property taxes and in such case the collection of the said special assessment shall be accomplished by addition by the City to the Company's property tax statement regularly rendered.

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

6. Counterparts. This Agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same Agreement.

7. Benefit. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and personal representatives.

8. Effective Date. This Agreement shall be effective on the date the State of Michigan Tax Commission grants the company at Industrial Facilities Exemption Certificate.

CITY OF MUSKEGON

By _____
Stephen J. Warmington, Mayor

and Linda Potter
~~Gail A. Kundinger, Clerk~~
Linda Potter, Deputy Clerk

FORMING TECHNOLOGIES

By _____
DAVID M. HEMBREE
Its OWNER - PARTNER

and _____

Its _____

Commission Meeting Date: June 13, 2006

Date: **June 5, 2006**

To: **Honorable Mayor and City Commissioners**

From: **Planning & Economic Development** CPL

RE: **Public Hearing - Request for an Industrial Facilities Exemption Certificate – Port City Industrial Finishing**

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, Port City Industrial Finishing, 1867 Huizenga, has requested the issuance of an Industrial Facilities Exemption Certificate for the property located at 1867 Huizenga, Muskegon. The total capital investment is approximately $289,000 in personal property. This request qualifies Port City Industrial Finishing for an abatement term of ~~nine (9)~~ six years for personal property.

FINANCIAL IMPACT:

The City will capture certain additional property taxes generated by the expansion (see attached Summary Sheet).

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the attached resolution granting an Industrial Facilities Exemption Certificate for a term of ~~nine (9)~~ six years for personal property.

COMMITTEE RECOMMENDATION:

None

City of Muskegon
Industrial Facilities Exemption Application
Summary Sheet

Project Summary:

PORT CITY INDUSTRIAL FINISHING, an existing company located at 1867 Huizenga, Muskegon, Michigan, is installing machinery and equipment to expand its present operation. Due to the fact that the company is investing $289,000 in personal property and is creating 2 new employment opportunities, it is eligible for a six (6) year exemption for personal property.

Employment Information:

Racial Characteristics:		
White	42	(82%)
Minority	9	(18%)
Total	51	(100%)
Gender Characteristics:		
Male	39	(76%)
Female	12	(24%)
Total	51	(100%)

Total No. of Anticipated New Jobs: 2

Investment Information:

Real Property:	$0
Personal Property	$289,000
Total:	$289,000

Property Tax Information (Annual)	All Jurisdictions	City Only
Total New Taxes Generated	$7,224	$ 1,444
Value of Abatement	$3,612	$ 722
Total New Taxes Collected	$3,612	$ 722

Income Tax Information: (Annual)
Total Additional Income Tax Generated: **$ 624**

Company Requirements:

Adopted Affirmative Action Policy	(Yes)	No
Meeting w/ City Affirmative Action Director	(Yes)	No
Signed Tax Abatement Contract	(Yes)	No
Taxes Paid In Full	(Yes)	No
Zoning Conflicts	Yes	(No)

Joel Fitzpatrick
Planner II

6/6/06
Affirmative Action Director

Michigan Department of Treasury
1012 (Rev. 7/05)

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of P.A. 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date received by Local Unit
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Fort City Industrial Finishing	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (Four Digit Code) 3471	
1c. Address of Facility (real property or personal property location) 1867 Huizenga St	1d. Name of City/Township/Village (indicate which) Muskegon	1e. County Muskegon
2. Type of Approval Requested ☒ New (Sec. 2(4)) ☐ Transfer (1 copy to only) ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(1)) ☐ Research and Development (Sec. 2(9))	3a. School District where facility is located	3b. School Code
	4. Amount of years requested for exemption (1-12 Years) 12	

5. Thoroughly describe the project for which exemption is sought: Real Property (Type of Improvements to Land, Building, Size of Addition); Personal Property (Explain New, Used, Transferred from Out-of-State, etc.) and Proposed Use of Facility. (Please attach additional page(s) if more room is needed).

Robot to Automate finishing operation

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	-0- Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation plus total costs	289,000.00 Personal Property Costs
6c. Total Project Costs	289,000.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements			☐ Owned ☐ Leased
Personal Property Improvements	7-01-06	10-01-06	☒ Owned ☐ Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Committment to receive this exemption. ☐ Yes ☒ No

9. Number of existing jobs at this facility that will be retained as a result of this project. 4	10. Number of new jobs at this facility expected to be created within two years of project completion. 2

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of valuation for the entire plant rehabilitation district. The SEV data below must be as of December 31 of the year prior to the rehabilitation.

a. SEV of Real Property (excluding land) _____
b. SEV of Personal Property (excluding inventory) _____
c. Total SEV _____

12a. Check the type of District the facility is located in:
☒ Industrial Development District ☐ Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 2005	12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Complied Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Phone Number	13c. Fax Number	13d. E-mail Address
Eric Fri	231-726-4288	231-728-7215	PCIFC@Comcast.Net
14a. Name of Contact Person	14b. Phone Number	14c. Fax Number	14d. E-mail Address
Eric Fri	Same		
15a. Name of Company Officer (No Authorized Agents)			
Eric G. Fri			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
			5-03-06
15e. Mailing Address (Street, City, State, ZIP)		15f. Phone Number	15g. E-mail Address
1867 Huizenga St. Muskegon, Mi 49442		231-726-4288	PCIFC@Comcast.Net

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16. Action taken by local government unit	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:
☐ Abatement Approved for _____ Years (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)	**Check or Indicate N/A if Not Applicable** ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit **Check or Indicate N/A if Not Applicable** ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.	
17. Name of Local Government Body	18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Phone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

STC USE ONLY			
LUCI Code	Begin Date	End Date	End Date2

Resolution No. 2006-51(b)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING APPLICATION FOR ISSUANCE
OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
PORT CITY INDUSTRIAL FINISHING

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed pubic hearing, this Commission by resolution established an Industrial Development District; and

WHEREAS, Port City Industrial Finishing has filed an application for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to a building expansion and new machinery and equipment to be installed within said Industrial Development District; and

WHEREAS, before acting on said application the Muskegon City Commission held a public hearing on June 13, 2006, at the Muskegon City Hall in Muskegon, Michigan at 5:30 p.m. at which hearing the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, the installation of machinery and equipment is calculated to and will have the reasonable likelihood to retain, create, or prevent the loss of employment in Muskegon, Michigan; and

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

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

1) The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Act of 1974 as amended and Act No. 255 of the Public Acts of 1978 as amended shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.

2) The application of Port City Industrial Finishing, for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to the building expansion and installation of new machinery and equipment on the following described parcel of real property situated within the City of Muskegon to wit:

   CITY OF MUSKEGON CONTINENTAL ADDITION BLK 5 LOTS 11 THRU 17 & THAT PART OF LOTS 1 THRU 10 WHICH LIES ELY OF LINE WHICH IS 20 FT ELY OF CL OF RR TRACK & VAC N/S ALLEY BETWN SD LOTS ALSO WITH VAC NIMS STREET ADJ THERETO (STREET VAC BY CITY RES 99-28)

3) The Industrial Facilities Tax Exemption Certificate is issued and shall be and remain in force and effect for a period of six (6) years on personal property.

Adopted this 13th Day of June 2006.

Ayes: Shepherd, Spataro, Wierengo, Carter, Davis, and Gawron

Nays: None

Absent: Warmington

BY: _____
Stephen J. Warmington
Mayor

ATTEST: Linda Potter
Linda Potter, Deputy City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on June 13, 2006.

Linda Potter
Linda Potter, Deputy City Clerk

CITY OF MUSKEGON

CONTRACT FOR TAX ABATEMENT
Act 198 Public Acts of 1974

AGREEMENT between CITY OF MUSKEGON, a municipal corporation of 933 Terrace Street, Muskegon, Michigan 49441, ("City") and Port City Industrial Finishing ("Company").

Recitals:

A. The Company has applied to City for the establishment of an industrial development district or industrial rehabilitation district pursuant to the provisions of Act 198 of the Public Acts of 1974, as amended, which act requires a contract between the City and the Company to be agreed and submitted with the Company's subsequent anticipated application for an industrial facilities exemption certificate.

B. That in addition to the statutory requirement, the City has determined that it is in the best interests of the taxpayers, property owners and residents of the City that this Agreement be approved and executed prior to the establishment of the requested district, and the City deems this Contract, together with the conditions set forth in the said Act to constitute a necessary element in the City's determination whether or not to create the district.

C. The Company intends to install the project set forth in its application ("project") which it believes qualifies for the process of establishing the district and the application for industrial facilities exemption certificate.

D. The City, provided this Agreement is executed, will determine whether to create the district based upon the potential for the production of permanent jobs, the continuation, **stabilization** or increase of economic activity, planning and zoning considerations and the City's general plan and intentions regarding economic development. In addition to the City policy considerations and predictions that the Company's proposed district and certificate benefit the community in those ways, the City has further determined that the contractual commitments made by the Company to thereby assist the community shall be binding on the Company and necessary to continue the tax exemption made possible by the certificate.

E. This contract shall become effective upon the issuance of an Industrial Facilities Tax Exemption Certificate.

NOW THEREFORE THE PARTIES AGREE:

1. **COMPANY AGREEMENT**. The Company irrevocably commits to the investment, job retention and job creation promises made in its application, a copy of which is attached hereto and incorporated herein. In particular the Company agrees:

1.1 That 100% of the jobs shall be filled and in existence with full-time employees by a date no later than two (2) years from the date of the granting of the certificate by the State Tax Commission, **subject to the provisions of section 3.4 of this agreement.**

1.2 That the amount of jobs listed on the application, whether new or retained, will be maintained through the life of the abatement, **subject to the provisions of section 3.4 of this agreement.**

1.3 The Company shall meet the affirmative action goal included in the application or in any documents supplied by the City and utilized by the Company, including any additional representations made to the City Commission on or before the date two (2) years after the granting of the certificate by the State Tax Commission. It shall maintain the said levels of 14%

employment diversity during the period of the certificate, **subject to the provisions of section 3.4 of this agreement.**

1.4 The Company, by the end of two (2) years from the date of the grant of the certificate by the State Tax Commission shall have completed the investment of $289,000 in the equipment and improvements as shown in the application, **subject to the provisions of section 3.4 of this agreement.**

1.5 That the improvements and equipment to receive the tax abatement treatment shall be completed on or before the date two (2) years from the date of granting of the certificate by the State Tax Commission.

1.6 The Company shall pay its specific taxes required by the act in a timely manner, and shall not delay payments so as to incur any penalties or interest.

1.7 The Company shall fully cooperate with the City representatives in supplying all requested and required documentation regarding jobs, investment, the meeting of all goals and the timely installation and utilization of equipment and improvements. The City shall be entitled to inspect at reasonable hours the Company's premises where the said improvements and equipment have been installed and where the said jobs are performed.

1.8 The Company shall maintain, during the entire period for which the tax abatement is granted, the level of jobs, affirmative action goals, production and utilization of the improvements and equipment at the site where the district has been created and for which the tax exemption has been granted.

1.9 The Company shall not cause or fail to cure the release of any hazardous substance, or the violation of any environmental law on its premises in the City. It shall report any releases to the appropriate governmental authority in a timely and complete manner, and provide copies of said report documentation to the City. It shall comply with all orders and actions of any governmental agency having authority.

1.10 The Company shall maintain the equipment and improvements so as to minimize physical or functional obsolescence.

1.11 The Company shall continue to operate its business location in the City, containing the same number of and type of jobs, for the term of the certificate.

2. **AGREEMENT BY THE CITY**. Provided this contract has been executed and further provided all applications to create the district and achieve the industrial facility exemption certificate have been properly filed, the City shall, in a timely manner, determine in a public meeting to **whether to** create the district and **whether to** receive, process, and approve thereafter the Company's application for an industrial facilities exemption certificate. The City may consider this contract in a meeting separate from and prior to the meeting in which the City considers the creation of the district and**/or** approval of the application for certificate. Further, the City shall require the submission of this contract signed by the Company together with its applications, before creating the district.

3. **EVENTS OF DEFAULT**. The following actions or failures to comply shall be considered events of default by the Company:

3.1 Failure to meet any of the commitments set forth above.

3.2 The closing of the Company's facilities in the City. Closing shall mean for purpose of this Agreement, the removal, without transfer to another site within the City of substantially all of the production facilities, and the elimination of substantially all the jobs created or retained thereby, which are set forth in the Company's application.

3.3 Failure to afford to the City the documentation and reporting required.

3.4 The failure to create or retain jobs, meet affirmative action goals or expend the funds on equipment and improvements as represented in the application within the times required hereby, **unless the company can show that there has been a loss of revenue and employment due to circumstances beyond the control of the company. In order to make that showing the company shall have the burden of supplying, to the City's satisfaction, complete and convincing documentation supporting and justifying reductions in investment, failures to attain affirmative action goals or job losses, such as, without limitation, written evidence of lost contracts, accounting information showing reduced revenues due to the loss of business, (not due to diversion of production to affiliate companies or divisions of the company), production records showing reduced quantities over significant periods of time, and such other information required by the City to support the Company's claim that the failure to invest, failure to achieve affirmative action goals, or loss of jobs should not form the basis for a finding of default.**

3.5 The bankruptcy or insolvency of the Company.

3.6 The failure to pay any and all taxes and assessments levied on the Company's property or any other taxes, local, state or federal, including but not limited to City income taxes and the withholding of said City income taxes from employees as required by the City Income Tax Ordinance.

3.7 The performance or omission of any act which would lead to revocation under MCLA 207.565, being §15 of the Act.

3.8 The violation of any provisions, promises, commitments, considerations or covenants of this Agreement.

4. **REMEDIES ON DEFAULT.** In the event of any of the above defaults the City shall have the following remedies which it may invoke without notice, except as may be reasonably required by the Company's rights to due process:

4.1 In the event of closing as determined after investigation of the facts and a public hearing, the Company shall be immediately liable for penalties to be paid forthwith to the city as determined as follows:

4.1.1 The Company shall pay to the City for prorata distribution to the taxing units experiencing the abatement, an amount equal to the difference between the industrial facilities tax which it has paid, and the total property taxes to the relevant taxing units which it would have paid, given its installations of improvements and equipment, during the years for which the certificate was in effect.

4.1.2 Immediate Revocation. The Company hereby consents to revocation to the IFT certificate before the State Tax Commission, without hearing, and the City shall submit a copy of this Agreement to the State Tax Commission in connection with its revocation procedure, giving notice that the default has occurred and immediate revocation should occur.

4.2 In the event the improvements and equipment have not been installed before the two (2) year period, in addition to the revocation procedures before the State Tax Commission, the abatement

should immediately be reduced by the City proportionately, and any installations which have not been finished at the end of said two (2) year period shall not be eligible for the abatement thereafter and shall be placed on the regular tax roll.

4.3 Failure to Expend the Funds Represented. In the event, (whether or not the installations have been completed), the Company has not expended the funds it has represented on its application that it would invest for the installation of equipment, the abatement shall be reduced prorata, and any remaining value of equipment shall be placed on the regular tax roll, **unless the company can show, through receipts, etc. that the cost of the equipment was actually less than the amount estimated by the company (i.e., the same equipment was purchased as listed in the IFT application, but the bids came in less then expected).**

4.4 Job Creation and Retention. In the event the promised number of jobs have not been created or retained at the end of the two (2) years after the grant of the certificate by the State Tax Commission, the abatement shall be proportionately reduced, **unless the company can show that the loss of jobs, or inability to hire as many people as expected, is due to circumstances beyond the control of the company (such as an economic downturn).**

4.5 Affirmative Action Goals. In the event, after one (1) year from the grant of the certificate by the State Tax Commission, the affirmative action goals of the City for additional jobs have not been met on a prorata basis, the abatement shall be revoked.

4.6 For other violations of this Agreement or for actions or omissions by the Company amounting to grounds for revocation by statue, the City shall recommend to the State Tax Commission immediate revocation of the certificate.

4.7 Special Assessment. For any amount due to be paid to the City, under this Section 4, the Company consents that the City shall have a personal action against the Company for the said amount, and in addition, cumulatively, and not by election, the City shall have a special assessment lien on all the property of the Company personal and real, located in the City, for the collection of the amounts due as and in the manner of property taxes and in such case the collection of the said special assessment shall be accomplished by addition by the City to the Company's property tax statement regularly rendered.

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

6. Counterparts. This Agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same Agreement.

7. Benefit. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and personal representatives.

8. Effective Date. This Agreement shall be effective on the date the State of Michigan Tax Commission grants the company at Industrial Facilities Exemption Certificate.

CITY OF MUSKEGON

By _____
Stephen J. Warmington, Mayor

and Linda Potter
~~Gail A. Kundinger, Clerk~~
Linda Potter, Deputy Clerk

PORT CITY INDUSTRIAL FINISHING

By _____

Its PRESIDENT

and _____

Its Secy

Commission Meeting Date: June 13, 2006

Date: **June 5, 2006**

To: **Honorable Mayor and City Commissioners**

From: **Planning & Economic Development** CBC

RE: **Public Hearing - Request to Establish an Obsolete Property District – 2238 Henry Street**

SUMMARY OF REQUEST:

Pursuant to Public Act 146 of the Michigan Public Acts of 2000, 2238 Henry Street LLC 2238 Henry Street, Muskegon, MI 49441, has requested the establishment of an Obsolete Property District. The district would be located at 2238 Henry Street, Muskegon, MI. This project will consist of rehabbing this building to a hair salon. A description of the project is found on the following pages. Total capital investment for this project is $55,000.

FINANCIAL IMPACT:

If an Obsolete Property Certificate is issued, the property taxes would be frozen for the duration of the certificate.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval.

COMMITTEE RECOMMENDATION:

None.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

RESOLUTION NO. 2006-51(c)

A resolution establishing an Obsolete Property Rehabilitation District.

The City Commission of the City of Muskegon hereby RESOLVES:

Recitals

A. The City of Muskegon has been designated as a qualified local government unit for the purpose of establishing Obsolete Property Rehabilitation Districts and approving Applications for Obsolete Property Rehabilitation Exemption Certificates.

B. The area located in the land described in this resolution is known to the City Commission and is clearly characterized by the presence of obsolete commercial property, and the land and improvements are obsolete commercial property.

C. Notice has been given by certified mail to the owners of all real property within the proposed Obsolete Property Rehabilitation District and a hearing has been held offering an opportunity to all owners and any other resident or taxpayer of the City to appear and be heard. Said notice was given at least ten (10) days before the hearing.

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

1. That the property described in this resolution and proposed as an Obsolete Property Rehabilitation District is characterized by obsolete commercial property.

2. That the obsolete commercial property, the subject of this resolution, is described as:

   CITY OF MUSKEGON SEC 31 T10N R16W N 80 FT OF S 126 FT OF W 159 FT OF N 22 RODS (363 FT) OF W 20 RODS (330 FT) OF NW FRL 1/4 OF SW 1/4

3. That the City Commission hereby establishes an Obsolete Property Rehabilitation District on the lands and parcels set forth in the attached description.

This resolution passed.

Ayes Spataro, Wierengo, Carter, Davis, Gawron, and Shepherd

Nays None

CITY OF MUSKEGON

By Linda Potter
Linda Potter, Deputy City Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on June 13, 2006. 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.

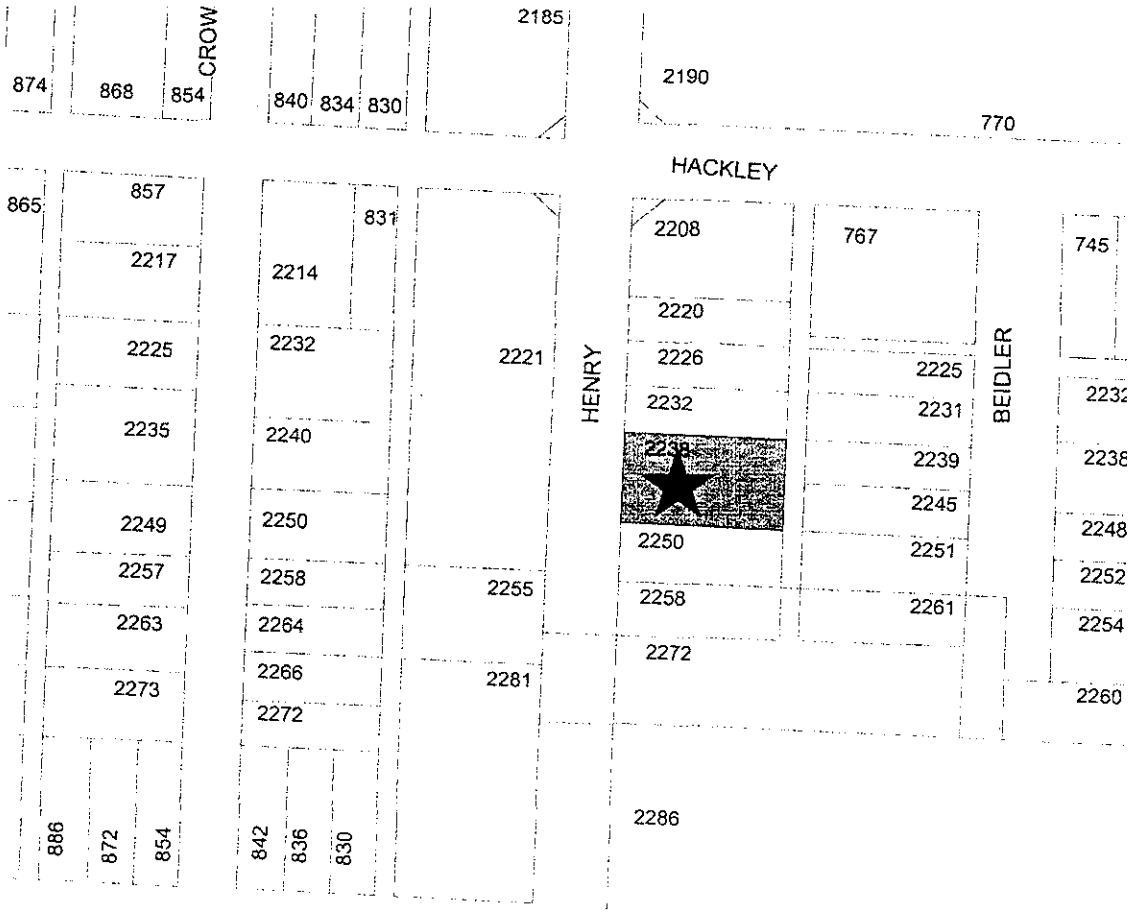
CITY OF MUSKEGON

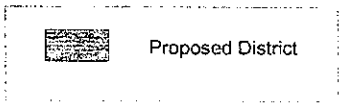
By Linda Potter
Linda Potter, Deputy City Clerk

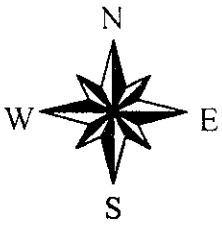
ATTACHMENT A: PROPERTY DESCRIPTION

CITY OF MUSKEGON SEC 31 T10N R16W N 80 FT OF S 126 FT OF W 159 FT OF N 22 RODS (363 FT) OF W 20 RODS (330 FT) OF NW FRL 1/4 OF SW 1/4

Proposed Obsolete Property District
2238 Henry Street







Commission Meeting Date: June 13, 2006

Date: **June 5, 2006**

To: **Honorable Mayor and City Commissioners**

From: **Planning & Economic Development** CBC

RE: **Public Hearing - Request to issue an Obsolete Property Certificate – 2238 Henry Street**

SUMMARY OF REQUEST:

Pursuant to Public Act 146 of the Michigan Public Acts of 2000, 2238 Henry Street LLC, 1204 W. Western, Muskegon, 49441 has requested the issuance of an Obsolete Property Certificate for the property located at 2238 Henry Street, Muskegon, MI. Total capital investment for this project is $55,000. The project consists of converting the building into a hair salon. Because of the amount of investment, the applicant is eligible for an 8 year certificate.

FINANCIAL IMPACT:

If an Obsolete Property Certificate is issued, the property taxes would be frozen for the duration of the certificate.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval.

COMMITTEE RECOMMENDATION:

None

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

RESOLUTION NO. 2006-51(d)

A resolution approving the application for an Obsolete Property Rehabilitation Exemption Certificate by 2238 Henry Street LLC.

The City Commission of the City of Muskegon hereby RESOLVES:

Recitals

A. The City Commission has received an Application for an Obsolete Property Rehabilitation Exemption Certificate from 2238 Henry Street LLC, to apply to the improvements located in an Obsolete Property Rehabilitation District established by previous resolution.

B. The City of Muskegon is a qualified local governmental unit as determined by STC Bulletin No. 9 of 2000, dated July 12, 2000.

C. An Obsolete Property Rehabilitation District in which the application property is located was established after hearing on June 13, 2006, being the same date that the district was established.

D. The taxable value of the property proposed to be exempt, plus the aggregate taxable value of properties already exempted under PA 146 of 2000 and under PA 198 of 1974, does not exceed five percent (5%) of the total taxable value of the City of Muskegon.

E. In the event it is determined that the said taxable values do exceed five percent (5%), the City Commission determines further that the said excedence will not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of any affected taxing units.

F. This resolution of approval is considered by the City Commission on June 13, 2006, after a public hearing as provided in Section 4(2) of PA 146 of 2000. The hearing was held on this date.

G. The applicant, 2238 Henry Street LLC, is not delinquent any taxes related to the facility.

H. The exemption to be granted by this resolution is for eight (8) years.

I. The City Commission finds that the property for which the Obsolete Property Rehabilitation Exemption Certificate is sought is obsolete property within the meaning of Section 2(h) of Public Act 146 of 2000 in that the property, which is commercial, is functionally obsolete. The City has received from the applicant all the items required by Section 9 of the application form, being the general description of the obsolete facility, a general description of the proposed use, a description of the general nature and extent of the rehabilitation to be undertaken, a descriptive list of fixed building equipment that will be part of the rehabilitated facility, a time schedule for undertaking and complete the rehabilitation, and statement of the economic advantages expected from the exemption.

J. Commencement of the rehabilitation has not occurred before the establishment of the district.

K. The application relates to a rehabilitation program that when completed will constitute a rehabilitated within the meaning of PA 146 of 2000 and will be situated within the Obsolete Property Rehabilitation District established by the City under PA 146 of 2000.

L. Completion of the rehabilitated facility is calculated to and will, at the time of the issuance of the Certificate, have the reasonable likelihood to increase commercial activity and create employment; it will revitalize an urban area. The rehabilitation will include improvements aggregating more than ten percent (10%) of the true cash value of the property at the commencement of the rehabilitation.

M. The City Commission determines that the applicant shall have twelve (12) months to complete the rehabilitation. It shall be completed by June 13, 2007, or one year after the Certificate is issued, whichever occurs later.

N. That notice pursuant to statute has been timely given to the applicant, the assessor for the City of Muskegon, representatives of the affected taxing units and the general public.

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

1. Based upon the statements set forth in, and incorporating the recitals to this resolution, the City Commission hereby approves the application filed by 2238 Henry Street LLC., for an Obsolete Property Rehabilitation Exemption Certificate, to be effective for a period of eight (8) years;

2. BE IT FURTHER RESOLVED, that this resolution of approval relates to the property set forth in Attachment A, the legal description containing the facilities to be improved;

3. BE IT FURTHER RESOLVED, that, as further condition of this approval, the applicant shall comply with the representations and conditions set forth in the recitals above and in the application material submitted to the City.

This resolution passed.

Ayes: Wierengo, Carter, Davis, Gawron, Shepherd, and Spataro

Nays: None

CITY OF MUSKEGON

By Linda Potter

Linda Potter, Deputy City Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission held on June 13, 2006. 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 Linda Potter

Linda Potter, Deputy City Clerk

ATTACHMENT A: Property Description

CITY OF MUSKEGON SEC 31 T10N R16W N 80 FT OF S 126 FT OF W 159 FT OF N 22 RODS (363 FT) OF W 20 RODS (330 FT) OF NW FRL 1/4 OF SW 1/4

Michigan Department of Treasury
3574 (Rev. 6-05)

Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by P.A. 146 of 2000. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b)General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption.

Applicant (Company) Name (applicant must be the OWNER of the facility) 2238 Henry St LLC - Owner Mark Molitor		
Company Mailing address (No. and street, P.O. Box, City, State, ZIP code) 1786 Beach Street, Muskegon MI 49441		
Location of obsolete facility (No. and street, P.O. Box, City, State, ZIP Code) 2238 Henry St, Muskegon MI 49441		
City, Township, Village (indicate which) City	County Muskegon	
Date of Commencement of Rehabilitation 7/5/06	Planned date of Completion of Rehabilitation 6/1/06	School District where facility is located (include school code) Muskegon (70300)
Estimated Cost of Rehabilitation $155,000	Number of years exemption requested 12	Attach Legal description of Obsolete Property on separate sheet Deed Attached

Expected project likelihood (check all that apply):

- [X] Increase Commercial activity
- [X] Retain employment
- [X] Revitalize urban areas
- [X] Create employment
- [ ] Prevent a loss of employment
- [ ] Increase number of residents in the community in which the facility is situated

Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment _____

Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. [X]

APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by P.A. 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by P.A. 146 of 2000 and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of P.A. 146 of 2000, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents) Mark Molitor	Telephone Number (231) 571-3148	Fax Number (231) 767-8856
Mailing Address 1786 Beach St, Muskegon MI 49441		Email Address Mark Molitor@hollandusa.com
Signature		Title Owner

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 to be completed by the assessor.

Signature	Date application received

FOR STATE TAX COMMISSION USE

Application Number	Date Received

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date:_____

☐ Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)

☐ Denied

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

A statement that the local unit is a Qualified Local Governmental Unit.

A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of P.A. 146 of 2000.

A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under P.A. 146 of 2000 and under P.A. 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.

A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.

A statement that the application was approved at a public hearing as provided by section 4(2) of P.A. 146 of 2000 including the date of the hearing.

A statement that the applicant is not delinquent in any taxes related to the facility.

If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.

A statement that all of the items described on line 9 under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.

A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.

A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.

A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of P.A. 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under P.A. 146 of 2000 to establish such a district.

A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.

A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of P.A. 146 of 2000.

A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.

PART 3: ASSESSOR RECOMMENDATIONS

Current Taxable Value and State Equalized Value of obsolete properties

	Taxable Value	State Equalized Value (SEV)
Land		
Buildings		
Buildings on Leased Land		
Other Personal Property		
Prior Year Values		

Name of Local Government Body	Date of Action on application

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by P.A. 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature		Date	
Clerk's Mailing Address	City		State	ZIP Code
	Telephone Number	Fax Number	Email Address	

Mail completed application and attachments to: State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, Michigan 48909-7971

If you have any questions, call (517) 373-3272.

Attachment 1: Application for Obsolete Property Rehabilitation Exemption Certificate for 2238 Henry Street, Muskegon MI 49441

1. General description of obsolete facility:
   - Year built – 1950 or earlier.
   - Original use - Residential
   - Most recent use – Residential/Vacant
   - Number of stories - 2
   - Square footage – 1200sqft
2. General description of proposed use of the rehabilitation facility:
   - 6 Station Hair Salon – Salon will rent available chairs to experienced Hair Stylists.
3. Description of the general nature and extent of the rehabilitation to be undertaken:
   - Current structure is a dilapidated cape code style house that has been vacant for at least 2 years. House would not received occupancy permit in current state.
   - Complete Exterior rehabilitation including new roof, new windows, and new siding.
   - Site improvements including addition of handicap access ramp, parking lot, fence, and landscaping to meet Muskegon City requirements.
   - Complete interior rehabilitation including new HVAC, plumbing, electrical, drywall, flooring, etc. to bring up to current commercial codes and barrier free design.
   - Installation of equipment to suit 6 Hair Stylists.
4. A descriptive list of the fixed building equipment that will be part of the rehabilitated facility:
   - 92,000btu 95% efficient furnace.
   - 50gallon hot water heater.
   - 5 ton AC unit.
   - New 150amp service.
   - 6 hair stations.
   - 3 shampoo units
   - All fixtures for handicap accessible restroom.
5. A time schedule for undertaking and completing the rehabilitation of the facility:
   - Rehabilitation to start on 7/5/06.
   - All exterior work completed by 11/1/06.
   - Parking lot and landscaping complete by 11/1/06.
   - All interior work completed by 6/1/07.
6. A statement of the economic advantages expected from the exemption:
   - In the past year at least 2 salons have moved out of the City of Muskegon and reopened in the new mall area in Fruitport. This has caused a large number of Hair Stylists to move employment out of the City of Muskegon. In addition, the Hair Stylists may eventually move out of the City to be closer to work. There are very few successful, clean, and modern Hair Salons left in the City of Muskegon and the remaining are having a hard time staying profitable due

largely to outdated buildings and employee turnover. These salons are also commissioned based where they works only take in a percentage of the money they receive for services. These types of salons only appeal to the Stylist with little experience and cliental. Rental based Salons are becoming extinct due to the new franchise chains making it difficult for the experienced Stylists to find a place to work. In order to compete and maintain a profit I need to keep tight control of the overhead. Obtaining this exemption certificate is necessary for the rehabilitation to be undertaken.

- The proposed salon is in a B4 commercial zoned area but several dilapidated homes still exist on the adjacent properties on both sides. The addition of this salon will help others to visualize new uses for these adjacent dilapidated homes for such uses as office, retail, or other commercial projects. Thus re-establishing Henry Street in Muskegon as a prime commercial district.

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: May 15, 2006

RE: Community Development Block Grant (CDBG) Agreement – City of Norton Shores

SUMMARY OF REQUEST:
To approve an agreement with the City of Norton Shores to administer their CDBG program.

FINANCIAL IMPACT:
$23,500 will be paid to the City of Muskegon.

BUDGET ACTION REQUIRED:
None.

STAFF RECOMMENDATION:
To approve the attached agreement and authorize the Mayor and Clerk to sign it.

COMMITTEE RECOMMENDATION:
None.

2006-52(a)

City of Muskegon / City of Norton Shores
CDBG Program Administration Agreement

Agreement made and entered into this 15th day of June, 2006 by and between the City of Muskegon, a Michigan municipal corporation ("Muskegon"), and the City of Norton Shores, a Michigan municipal corporation ("Norton Shores"), with reference to the following facts:

Background

Norton Shores desires that Muskegon assume responsibilities for the administration of the Norton Shores' Community Development and Block Grant ("CDBG") Program.

Therefore, the parties agree as follows:

1. **Administration of CDBG program.** Muskegon agrees to assume responsibility for the preparation and submission of the following CDBG documents on behalf of Norton Shores:

   a. Federal Application 424, narratives, project tables, certifications, Environmental Summary, Combined Notice of no Significant findings and Intent to Release funds.

   b. Consolidated Annual Performance and Evaluation Report, public hearing notice, narratives, reports including performance measures criteria (using CPMP format).

   c. Semi-Annual Labor Standard Enforcement Report (form 4710).

   d. Contract and Subcontract Activity Report (form 2516).

   e. CDBG liens for projects, in accordance with HUD guidelines and regulations, as well as any other applicable Norton Shores requirements.

   f. Preparation of quarterly reports to comply with CAPER, maintaining sub-recipient contract format for the City of Norton Shores' contract with the American Red Cross.

Norton Shores shall provide Muskegon with a copy of all forms previously used by Norton Shores, and Muskegon shall provide a copy of the above reports to the Norton Shores upon completion.

2. **Terms of CDBG Fund Payments.** Muskegon shall submit payment requests for release of CDBG funds to Norton Shores' Financial Department, and Norton Shores shall remit payment within 10 days of a payment request by Muskegon.

3. **Administration Fee.** Norton Shores shall pay Muskegon $23,500 per program year for administration of the CDBG program. Payment shall be made by way of quarterly payments beginning on June 1, 2006.

4. **Term of the Contract.** The parties agree that this contract shall be effective June 1, 2006 through May 31, 2007. In addition, either party may terminate this Agreement at any time, and for any reason, upon 45 days written notice to the other party. Upon termination of the contract, Muskegon shall owe Norton Shores a pro rata return of the unearned Administration Fee paid to date.

5. **Building Inspection.** Norton Shores' Building Inspection Department will perform all inspections for CDBG projects and submit the inspection reports to Muskegon for inclusion in the relevant project file.

6. **Purchasing Guidelines.** Muskegon and Norton Shores agree to evaluate the current CDBG program purchasing guidelines used by Norton Shores, and establish a written quotation and sealed project bid system acceptable to both parties.

7. **General Provisions**.

a. Non-Waiver. No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.

b. Severability. Should any provision of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired or affected.

c. Assignment or Delegation. Neither party may assign all or any portion of its rights and obligations in this Agreement without the express prior written approval of the other party, which approval may be withheld for any reason.

CITY OF MUSKEGON

By_____
Stephen J. Warmington, Mayor

By_____
Gail A. Kundinger, Clerk

CITY OF NORTON SHORES

By_____
Jerry Wiersma, Mayor

By_____
Lynne A. Fuller, Clerk

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: May 31, 2006

RE: Salary Range Change - Community & Neighborhood Services Director

SUMMARY OF REQUEST:
To change the salary range for the Community & Neighborhood Services Director from Range V ($45,651 - $60,871) to Range IV ($47,696 - $63,593). This change is proposed to the place the position in the appropriate salary range based on the duties of the position.

FINANCIAL IMPACT:
Approximately $2,000 initially.

BUDGET ACTION REQUIRED:
None.

STAFF RECOMMENDATION:
To approve the salary range change.

COMMITTEE RECOMMENDATION:
None.

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: April 27, 2006

RE: City Charter Amendment – Elimination of Civil Service

SUMMARY OF REQUEST:
To approve a resolution to propose for adoption by the voters of the City of Muskegon a charter amendment to eliminate the City's Civil Service system.

FINANCIAL IMPACT:
None

BUDGET ACTION REQUIRED:
None.

STAFF RECOMMENDATION:
To approve the attached resolution.

COMMITTEE RECOMMENDATION:
None.

pb/O:AGENDA CHARTER AMENDMENT, ELIMINATION C.S. 042706

CITY OF MUSKEGON

Resolution No. 2006-52(c)

A Resolution of the Muskegon City Commission to propose for adoption by the voters of the City of Muskegon to repeal Chapter XV of the City Charter concerning the City's Civil Service System.

The City Commission of the City of Muskegon resolves that the following amendment to the City Charter shall, upon approval of the Governor, be submitted to the Electors of the City in accordance with the Home Rule Cities Act of the State of Michigan:

Proposed Charter Amendment

City of Muskegon

Be It Resolved to Repeal Chapter XV of the Charter in its entirety, which presently provides as follows:

CHAPTER XV. CIVIL SERVICE

Section 1. Board of civil service commissioners; appointment, term, filling vacancies, compensation.

The Mayor by and with the consent and advice of the City Commission shall appoint three persons, citizens and residents of said City, who shall constitute and be known as the board of civil service commissioners of such City, and shall designate one of the persons so appointed to serve for a term of two years, one for a term of four years and one for a term of six years from the first day of January in the year of their appointment and until their respective successors are appointed and qualified. Each alternate year thereafter the Mayor with the advice and consent of the City Commission shall appoint one person as the successor of the member whose term shall expire to serve for six years. Any vacancy shall be filled by the Mayor with the advice and consent of the City Commission for the unexpired term. No member shall hold any other lucrative office or employment, except notaries public, under the United States, the State of Michigan, or any municipal corporation or political division thereof, and each Commissioner shall before entering upon the discharge of the duties of his office and within ten days after receiving notice of his appointment, take and subscribe the oath of office prescribed by the Constitution of this State, and file the same, duly certified by the officer administering it with the Clerk of the City. The Commission shall at a meeting in January of each alternate year following the appointment of the commissioner to be appointed at each alternate year, elect one member to act as president and one member to act as vice president, each for a term of two years, and until successor is duly elected. Two

commissioners shall constitute a quorum necessary for the transaction of business. The Mayor with the advice and consent of the City Commission may remove a commissioner during a term of office only upon stating in writing the reasons for removal and allowing him an opportunity to be heard in public in his own defense and to be represented by counsel at any and all hearings on proceedings of removal from office. The Commission shall serve without salary.

Section 2. Powers and duties.

The Commission shall classify all the offices of employment; shall make rules for the examination and selection of persons to fill the offices and positions in the classified service; shall supervise the administration of the civil service rules, hold examinations thereunder from time to time, giving due notice thereof, prepare and keep an eligible list of persons passing such examinations, and certifying the names of persons thereon to appointing officers of the several departments; shall by itself or otherwise investigate the enforcement of the provisions of this chapter of the Charter, of its own rules and of the action of appointees in the classified service; provided however, that the rules made by the Commission and the system in marking examinations thereunder shall not be changed for a period of thirty days prior to or after such examinations and such systems of marking shall be published in advance of such examinations and copies furnished to all applicants. No credit shall be allowed for experience until the applicant taking the examination has at least attained the percentage fixed as the minimum.

Section 3. Classified service; applicants, examination required.

All applicants for office or positions in said classified service, except those otherwise specified, shall pass an examination. All persons desiring to appear for examination shall file with the Commission a statement in relation to their name, residence and post office address; their citizenship; their age, place of birth, health and physical capacity for the public service; previous employment in the public service; business or employment and residence for the previous five years and their education.

Section 4. Eligible lists, grades; leaves, transfers, resignations.

For [From] the returns of the examinations held by the Commission, it shall prepare an eligible list for each grade or class of position in the competitive classified service of the City. The Commission shall strike off the names of candidates from the eligible list after they have remained thereon one year, provided however, that any list may be extended by the Commission for a period of not exceeding one year. The Commission may upon the written request of any person who has previously been in the classified service for a continuous period of not less than three years grant upon request to such person a leave of absence to engage in other work of a governmental nature or character provided that the reasons for the requesting and granting of such leave of absence are at the time of such request and permission made a part of the minutes of the proceedings of the Commission. The Commission may grant leaves of absence for reasons of health or for service in defense of country and upon the expiration of the term of leave as fixed by the

Commission or extended by it upon further application for an extension, reinstate said person in the service in the same kind and grade of work he was performing at the time of his request for leave of absence. The Commission may upon written request of any person who has previously been in the classified service for a continuous period of not less than three years and who shall not have been out of the service for more than one year, and who shall have resigned from the service in good standing, reinstate said person in the service by placing him at the foot of the eligible list applicable to such kind and grade of service.

Section 5. Filling positions, procedure.

The head of any department in which a position is to be filled shall notify the Commission of that fact and in the even the position is to be filled by promotion from one grade of service to another, then the Commission shall certify to the appointing officer the name and address of the person standing highest on the eligible list for promotion, but in the event that the position to be filled is one for which a vacancy exists, then the Commission shall certify to the appointing officer the names and addresses of the three persons standing highest on the eligible list. At or before the expiration of the period of probation the head of the department or office in which a candidate is employed may, with the consent of said Commission, based upon the written reasons submitted to it, discharge him, or the Commission may transfer him to another department with the consent of the head of such department, but if not discharged prior to the expiration of the period of probation, as hereinafter fixed, his appointment shall be deemed complete.

Section 6. Promotions; regulations authorized.

The Commission shall provide the rides for promotion to all offices in the classified service, based upon merit, efficiency, character, conduct and seniority.

Section 7. Appointive officers; civil service regulations inapplicable.

The following officers and employees shall not be affected by the provisions of the civil service: Officers appointed by the City Commission; directors of the several City departments as in this Charter defined.

Section 8. Temporary appointments; procedure.

To prevent the delay of special business or to meet extraordinary exigencies, the appointing officer of each department with the approval of the Civil Service Commission, may make temporary appointments to remain in force not exceeding sixty days, and only until legal appointments under the provisions of this chapter can be made, provided, however, that no person who does not possess the minimum requirements for such position as may be prescribed by the rules of the Civil Service Commission shall be permitted to serve in such temporary positions. No person shall receive more than one temporary appointment in any one fiscal year. In case of an emergency or in the event of the necessity for filling such positions created by an emergency, an appointment may be

made of not to exceed thirty days duration, which appointment shall be immediately reported to the Civil Service Commission.

An appointment or promotion shall not be deemed complete until a period of probation of not to exceed six months has elapsed and a probationer may be discharged or reduced at any time within said period of probation upon written recommendation of the department head with the advice and consent of the Civil Service Commission.

If at any time it shall be deemed necessary by the Municipal Government or any division thereof to reduce the personnel of any department such reduction shall be had by suspending in numerical order, commencing with the probationers, if any, then the last appointee and continuing until such reduction in personnel as may be required by the particular exigencies of the time, shall have been made. Any increase of personnel of such department to the status or number existing prior to said reduction shall be by reinstating the last employee so suspended and continuing in numerical order until all such reinstatements shall have been made.

Section 9. Classified service, unclassified service; composition.

The Civil Service of the City is hereby divided into classified and unclassified service. The unclassified service shall include the several officers and positions hereinbefore described to be excepted from the provisions of this chapter. The classified service shall comprise all positions not specifically included in this Charter in the unclassified service. There shall be in the classified service three classes to be known as the competitive class, noncompetitive class and labor class. The competitive class shall include all positions and employment for which it is practical to determine the merit of applicants by competitive examination. The noncompetitive class shall consist of all positions requiring peculiar and exceptional qualifications of a scientific, managerial, professional or educational character as may be determined by the rules of the Civil Service Commission. The labor class shall include ordinary unskilled labor.

Section 10. Classified service; discharge, suspension, reduction in rank, compensation; hearing required.

No employee under the classified service shall be discharged or reduced in rank or compensation until he has been presented with the reasons for such discharge or reduction specifically stated in writing, and has been given an opportunity to be heard in his own defense and any counsel retained by him may present his cause to the Civil Service Commission. The reasons for such discharge or reduction and any report in writing thereunder by such employee shall be filed with the Civil Service Commission. Any employee of any department in the classified service who is suspended, reduced in rank or dismissed, may appeal to the Civil Service Commission which shall designate the manner, time and place by and at which such appeal shall be heard. All hearings before the said Civil Service Commission shall at all times be open to the public. In the event that the Civil Service Commission shall not sustain the charges made against such

employee, the said employee shall thereupon be entitled to resume his position and to receive compensation for the time lost.

Section 11. Civil Service Commission; members, gifts, compensation, etc.; prohibited.

No member of the Civil Service Commission shall receive any money or other valuable consideration from any candidate for appointment, for examination or from any other person for or on account of said candidate, nor shall any officer or employee of the City be permitted to give either directly or indirectly to any person any money or other valuable consideration whatsoever for, or on account of his promotion.

Section 12. Personnel director; appointment authorized; compensation, restriction.

The Civil Service Commission may appoint a personnel director who shall act and serve under the direction of said Commission and at the pleasure of such Commission, and such personnel director may be an employee in the municipal service. The salary of such personnel director, if he is taken from other than a municipal service, shall be fixed by the Commission, but if taken from the municipal service, he shall fill the duties of personnel director without other compensation than that paid him in his other employment.

Section 13. Present employees; appointments, eligibility; examinations waived.

All persons in the employ of the City holding positions in the classified service at the time of the going into effect of the Chapter as such services are defined by this Chapter of the Charter, are hereby declared eligible for permanent appointment without examination or other act on their part.

Section 14. Political, religious, etc., beliefs; discrimination prohibited.

No discrimination shall be exercised, threatened or promised to any person coming under the provisions of this chapter of the Charter because of his political or religious opinions, beliefs or affiliations.

Section 15. Department payrolls; delivery to Commission.

The Commission shall be furnished by each department under its jurisdiction with a copy in duplicate of each payroll on the day designated by the Commission, and the Commission shall examine such copies to determine if all the names and no other names are on said payroll than those on the active list and that they have been properly certified by the Commission.

Section 16. City Commission; civil service, maintenance; annual appropriation required.

The City Commission shall appropriate each year a sufficient sum to carry out the several provisions of the chapter of the Charter.

Section 17. Conflicting provisions repealed.

Any provisions of any chapter or section thereof of the Charter of the City of Muskegon which may be found to be in conflict with any of the provisions of this chapter and the several sections thereof or inconsistent therewith are hereby repealed.

Be It Further Resolved that the following language shall be placed upon the ballot at the election in accordance with the Home Rule Cities Act:

Shall the Muskegon City Charter be amended to repeal Chapter XV of the City of Muskegon Charter which creates a Civil Service System for the hiring, promotion and disciplining of classified employees and establishes a Civil Service Commission?

Be It Further Resolved that the proposed charter amendment, as adopted by the City Commission, shall be published in the Muskegon Chronicle, and a reasonable number of copies be made available before the election.

THIS RESOLUTION ADOPTED:

AYES Davis, Gawron, Shepherd, Spataro, Wierengo, and Carter

NAYES None

CITY OF MUSKEGON

By: Linda Potter
Linda Potter, Deputy Clerk

CERTIFICATE

STATE OF MICHIGAN
COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the City Commissioners of the City of Muskegon, Michigan, held on the thirteenth day of June, 2006, and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

Linda Potter

Linda Potter, Deputy Clerk

Date: June 13, 2006

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Consideration of Bids
Alley between Calvin-Francis-Creston-Roberts
Sanitary Sewer Rehabilitation (Lining)

SUMMARY OF REQUEST:

Award the sewer lining contract (S-618) to Insituform Technologies out of the Detroit Area. Insituform was the lowest responsible bidder for the lining alternate with a bid price of $36,911.00

FINANCIAL IMPACT:

The construction cost of $36,911.00 plus related engineering expenses.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to Insituform Technologies, Inc.

COMMITTEE RECOMMENDATION:

ALLEY BETWEEN CALVIN AVE. & FRANCIS AVE., CRESTON ST. TO ROBERTS ST.

SANITARY SEWER REPLACEMENT S-618 - 05/23/06

				CONTRACTOR ADDRESS CITY/ST/ZIP		JACKSON-MERKEY CONTRACTORS 555 E. WESTERN AVE. MUSKEGON, MI 49442-1039		WADEL STABILIZATION 2500 N. OCEANA DR. HART, MI 49420		KAMMINGA & ROODVOETS 3435 BROADMOOR AVE. SE MUSKEGON, MI 49441		INSITUFORM TECHNOLOGIES 17988 EDISON AVE. CHESTERFIELD, MO 63005	
				ENGINEER'S ESTIMATE									
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	ADJUST MANHOLE CASTING	EACH	4	$400.00	$1,600.00	$ 390.00	$ 1,560.00	$ 400.00	$ 1,600.00	$ 300.00	$ 1,200.00	NO BID	
2	REBUILD EXISTING MH FLOW CHANNEL	EACH	1	$450.00	$450.00	$ 420.00	$ 420.00	$ 1,000.00	$ 1,000.00	$ 550.00	$ 550.00		$ -
3	REMOVING TREES 13"-24"	EACH	4	$850.00	$3,400.00	$ 350.00	$ 1,400.00	$ 850.00	$ 3,400.00	$ 501.00	$ 2,004.00		$ -
4	REMOVING TREES 8"-12"	EACH	3	$287.00	$861.00	$ 190.00	$ 570.00	$ 450.00	$ 1,350.00	$ 117.00	$ 351.00		$ -
5	SANITARY SEWER 8" SDR 35	LIN. FT.	724	$80.00	$57,920.00	$ 78.00	$ 56,472.00	$ 80.00	$ 57,920.00	$ 60.00	$ 43,440.00		$ -
6	SANITARY SEWER SERVICE 6" SDR 35	LIN. FT.	100	$34.00	$3,400.00	$ 45.00	$ 4,500.00	$ 28.00	$ 2,800.00	$ 50.00	$ 5,000.00		$ -
7	SANTARY WYE 8"X6" SDR 35	EACH	25	$200.00	$5,000.00	$ 150.00	$ 3,750.00	$ 150.00	$ 3,750.00	$ 340.00	$ 8,500.00		$ -
8	TRAFFIC CONTROL	LUMP	1	$1,000.00	$1,000.00	$ 1,475.00	$ 1,475.00	$ 2,500.00	$ 2,500.00	$ 8,500.00	$ 8,500.00		$ -
9	TRENCH REPAIR 15' WIDE ALLEY	LIN. FT.	740	$12.00	$8,880.00	$ 8.25	$ 6,105.00	$ 25.10	$ 18,574.00	$ 24.00	$ 17,760.00		$ -
			TOTALS		$82,511.00		$76,252.00		$92,894.00		$87,305.00		$0.00

ALLEY BETWEEN CALVIN AVE. & FRANCIS AVE., CRESTON ST. TO ROBERTS ST.

SANITARY SEWER C.I.P.P. S-618

				CONTRACTOR ADDRESS CITY/ST/ZIP		JACKSON-MERKEY CONTRACTORS 555 E. WESTERN AVE. MUSKEGON, MI 49442-1039		WADEL STABILIZATION 2500 N. OCEANA DR. HART, MI 49420		KAMMINGA & ROODVOETS 3435 BROADMOOR AVE. SE MUSKEGON, MI 49441		INSITUFORM TECHNOLOGIES 17988 EDISON AVE. CHESTERFIELD, MO 63005	
				ENGINEER'S ESTIMATE									
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	CUT PROTRUDING LIVE TAP	EACH	3	$300.00	$900.00	NO BID		NO BID		$ 500.00	$ 1,500.00	$ 310.00	$ 930.00
2	C.I.P.P. LINING 8"	LIN. FT.	724	$40.00	$28,960.00		$ -		$ -	$ 61.00	$ 44,164.00	$ 36.00	$ 26,064.00
3	PRE-CLEANING & T.V. INSPECTION FOR C.I.P.P.	LIN. FT.	724	$5.00	$3,620.00		$ -		$ -	$ 5.00	$ 3,620.00	$ 8.00	$ 5,792.00
4	REINSTATEMENT OF OV BRANCH CONNECTIONS	EACH	25	$300.00	$7,500.00		$ -		$ -	$ 500.00	$ 12,500.00	$ 161.00	$ 4,025.00
5	TRAFFIC CONTROL	LUMP	1	$1,000.00	$1,000.00		$ -		$ -	$ 8,500.00	$ 8,500.00	$ 100.00	$ 100.00
			TOTALS		$41,980.00		$0.00		$0.00		$70,284.00		$36,911.00

Date: June 13, 2006

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Consideration of Bids
Fifth Street, Merrill to Western Ave.

SUMMARY OF REQUEST:

McCormick Sand, out of Twin Lakes, submitted the lowest bid price for both concrete and asphalt. Unfortunately, they failed to fill out the list of subcontractor as required and indicted on the "check list" which was provided to all contract holders. At this time, staff is presenting the following;

1- If the Commission elects to waive the aforementioned irregularity, then the H-1604 contract (street & Alley) be awarding to McCormick Sand using the concrete alternate for a bid price of $537,250.00.

2- If the Commission elects not to waive the aforementioned irregularity, then staff is recommending award to Millbocker & Sons since they were the second lowest bidder for the concrete alternate with a bid price of $581,784.56

It should be noted that the award of this project, either options, must be contingent upon approvals by both the County and the state's Community Development Block Grant (CDBG) due to the nature of funding.

FINANCIAL IMPACT:

The cost of construction plus 15% for engineering.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

None.

COMMITTEE RECOMMENDATION:

H1604 FIFTH ST., MERRILL AVE. TO WESTERN AVE.
SUMMARY
BID TABULATION 05/23/06

	CONTRACTOR ADDRESS CITY/ST/ZIP	ENGINEER'S ESTIMATE	MCCORMICK SAND 5430 RUSSELL RD TWIN LAKE, MI 49457	KAMMINGA & ROODVOETS 3435 BROADMOOR GRAND RAPIDS, MI 49512	WADEL STABILIZATION 2500 N. OCEANA DR. HART, MI 49420	DAN HOE EXCAVATING 13664 ROCKY'S RD HOLLAND, MI 49424	JACKSON-MERKEY 555 E WESTERN AVE MUSKEGON MI 49441	MILBOCKER & SONS 1256 29TH ST. ALLEGAN, MI 49010
ITEM OF WORK								
ASPHALT PAVING		$497,172.50	$451,561.81	$532,757.40	$468,722.15	$500,108.50	$541,038.15	$482,912.25
ALLEY WORK		$51,950.00	$48,042.00	$53,263.76	$50,755.70	$54,127.00	$49,050.55	$47,428.36
ASPHALT PROJECT TOTAL		$549,122.50	$499,603.81	$586,021.16	$519,477.85	$554,235.50	$590,088.70	$530,340.61
CONCRETE PAVING		$569,077.50	$489,208.00	$588,693.00	$557,805.85	$558,408.50	$577,427.70	$534,356.20
ALLEY WORK		$51,950.00	$48,042.00	$53,263.76	$50,755.70	$54,127.00	$49,050.55	$47,428.36
CONCRETE PROJECT TOTAL		$621,027.50	$537,250.00	$641,956.76	$608,561.55	$612,535.50	$626,478.25	$581,784.56

H1604 FIFTH ST., MERRILL AVE. TO WESTERN AVE.
ASPHALT
BID TABULATION 05/23/06

		CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		MCCORMICK SAND 5430 RUSSELL RD TWIN LAKE, MI 49457		KAMMINGA & ROODVOETS 3435 BROADMOOR GRAND RAPIDS, MI 49512		WADEL STABILIZATION 2500 N. OCEANA DR. HART, MI 49420		DAN HOE EXCAVATING 13664 ROCKY'S RD HOLLAND, MI 49424		JACKSON-MERKEY 555 E WESTERN AVE MUSKEGON MI 49441		MILBOCKER & SONS 1256 29TH ST. ALLEGAN, MI 49010	
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	ADJUST CATCH BASIN CASTING	EACH	2.0	$ 350.00	$ 700.00	$ 250.00	$ 500.00	$ 275.00	$ 550.00	$ 325.00	$ 650.00	$ 350.00	$ 700.00	$ 260.00	$ 520.00	$ 200.00	$ 400.00
2	ADJUST MANHOLE CASTING	EACH	7.0	$ 475.00	$ 3,325.00	$ 450.00	$ 3,150.00	$ 330.00	$ 2,310.00	$ 400.00	$ 2,800.00	$ 350.00	$ 2,450.00	$ 442.00	$ 3,094.00	$ 410.00	$ 2,870.00
3	AGG. BASE COURSE 22A (FOR DRIVES)	TON	50.0	$ 18.00	$ 900.00	$ 14.00	$ 700.00	$ 20.00	$ 1,000.00	$ 15.00	$ 750.00	$ 25.00	$ 1,250.00	$ 25.00	$ 1,250.00	$ 20.00	$ 1,000.00
4	AGG. BASE COURSE 22A @ 6" C.I.P.	S.YD.	6085.0	$ 5.00	$ 30,425.00	$ 6.00	$ 36,510.00	$ 5.00	$ 30,425.00	$ 5.10	$ 31,033.50	$ 6.00	$ 36,510.00	$ 8.30	$ 50,505.50	$ 6.10	$ 37,118.50
5	BENDS 6" D.C.I. M.J. 45 DEG.	EACH	1.0	$ 290.00	$ 290.00	$ 300.00	$ 300.00	$ 450.00	$ 450.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 380.00	$ 380.00	$ 200.00	$ 200.00
6	BENDS 8" D.C.I. M.J. 45 DEG.	EACH	14.0	$ 300.00	$ 4,200.00	$ 310.00	$ 4,340.00	$ 460.00	$ 6,440.00	$ 240.00	$ 3,360.00	$ 275.00	$ 3,850.00	$ 438.00	$ 6,132.00	$ 220.00	$ 3,080.00
7	BITUMINOUS LEVELING MIX 3C @ 165#/S.Y.	TON	560.0	$ 45.00	$ 25,200.00	$ 54.30	$ 30,408.00	$ 43.84	$ 24,550.40	$ 51.20	$ 28,672.00	$ 55.00	$ 30,800.00	$ 56.25	$ 31,500.00	$ 43.84	$ 24,550.40
8	BITUMINOUS TOP MIX 4C @ 165#/S.Y.	TON	560.0	$ 50.00	$ 28,000.00	$ 58.10	$ 32,536.00	$ 43.30	$ 24,248.00	$ 54.80	$ 30,688.00	$ 60.00	$ 33,600.00	$ 60.15	$ 33,684.00	$ 43.30	$ 24,248.00
9	BORROW FILL	C.YD.	156.0	$ 6.00	$ 936.00	$ 6.00	$ 936.00	$ 8.00	$ 1,248.00	$ 7.50	$ 1,170.00	$ 12.00	$ 1,872.00	$ 7.75	$ 1,209.00	$ 8.00	$ 1,248.00
10	CAP 6" D.C.I. M.J.	EACH	4.0	$ 200.00	$ 800.00	$ 500.00	$ 2,000.00	$ 230.00	$ 920.00	$ 150.00	$ 600.00	$ 100.00	$ 400.00	$ 190.00	$ 760.00	$ 100.00	$ 400.00
11	CATCH BASIN CASTING EAST JORDAN #7045 OR EQUAL	EACH	18.0	$ 650.00	$ 11,700.00	$ 600.00	$ 10,800.00	$ 760.00	$ 13,680.00	$ 600.00	$ 10,800.00	$ 700.00	$ 12,600.00	$ 675.00	$ 12,150.00	$ 600.00	$ 10,800.00
12	CATCH BASIN 2' I.D.	EACH	2.0	$ 800.00	$ 1,600.00	$ 700.00	$ 1,400.00	$ 900.00	$ 1,800.00	$ 950.00	$ 1,900.00	$ 1,250.00	$ 2,500.00	$ 790.00	$ 1,580.00	$ 800.00	$ 1,600.00
13	CATCH BASIN FLAT TOP	EACH	14.0	$ 1,300.00	$ 18,200.00	$ 1,100.00	$ 15,400.00	$ 1,100.00	$ 15,400.00	$ 1,250.00	$ 17,500.00	$ 1,500.00	$ 21,000.00	$ 1,500.00	$ 21,000.00	$ 1,500.00	$ 21,000.00
14	CEMENT	TON	5.0	$ 150.00	$ 750.00	$ 175.00	$ 875.00	$ 180.00	$ 900.00	$ 175.00	$ 875.00	$ 375.00	$ 1,875.00	$ 192.00	$ 960.00	$ 175.00	$ 875.00
15	CONCRETE CURB & GUTTER STD. DETAIL I	L.FT.	4023.0	$ 10.00	$ 40,230.00	$ 9.47	$ 38,097.81	$ 12.00	$ 48,276.00	$ 9.60	$ 38,620.80	$ 10.00	$ 40,230.00	$ 10.00	$ 40,230.00	$ 7.60	$ 30,574.80
16	CONCRETE APPROACH, 6", STANDARD	S.YD.	761.0	$ 28.00	$ 21,308.00	$ 24.00	$ 18,264.00	$ 26.00	$ 19,786.00	$ 26.00	$ 19,786.00	$ 32.00	$ 24,352.00	$ 26.75	$ 20,356.75	$ 21.60	$ 16,437.60
17	CONC. SIDEWALK 4"	S.FT.	3181.0	$ 2.50	$ 7,952.50	$ 2.50	$ 7,952.50	$ 3.00	$ 9,543.00	$ 2.35	$ 7,475.35	$ 3.50	$ 11,133.50	$ 2.20	$ 6,998.20	$ 1.85	$ 5,884.85
18	CONC. SIDEWALK 6"	S.FT.	925.0	$ 3.00	$ 2,775.00	$ 3.40	$ 3,145.00	$ 4.00	$ 3,700.00	$ 3.10	$ 2,867.50	$ 5.00	$ 4,625.00	$ 3.05	$ 2,821.25	$ 2.60	$ 2,405.00
19	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	18.0	$ 250.00	$ 4,500.00	$ 250.00	$ 4,500.00	$ 290.00	$ 5,220.00	$ 250.00	$ 4,500.00	$ 200.00	$ 3,600.00	$ 190.00	$ 3,420.00	$ 350.00	$ 6,300.00
20	CROSS D.C.I. 8"x 8" M.J.	EACH	1.0	$ 400.00	$ 400.00	$ 630.00	$ 630.00	$ 600.00	$ 600.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 600.00	$ 600.00
21	CURB STOP 1" MUELLER #15150 W/BOX OR EQUAL	EACH	13.0	$ 250.00	$ 3,250.00	$ 360.00	$ 4,680.00	$ 600.00	$ 7,800.00	$ 500.00	$ 6,500.00	$ 200.00	$ 2,600.00	$ 250.00	$ 3,250.00	$ 500.00	$ 6,500.00
22	EXCAVATION	C.YD.	458.0	$ 10.00	$ 4,580.00	$ 7.00	$ 3,206.00	$ 10.00	$ 4,580.00	$ 6.00	$ 2,748.00	$ 25.00	$ 11,450.00	$ 7.50	$ 3,435.00	$ 20.00	$ 9,160.00
23	HYDRANT STD.	EACH	5.0	$ 1,550.00	$ 7,750.00	$ 1,700.00	$ 8,500.00	$ 1,600.00	$ 8,000.00	$ 1,550.00	$ 7,750.00	$ 1,750.00	$ 8,750.00	$ 1,620.00	$ 8,100.00	$ 2,000.00	$ 10,000.00
24	MAN HOLE CASTING, E.J. #1045 OR EQ.	EACH	14.0	$ 600.00	$ 8,400.00	$ 540.00	$ 7,560.00	$ 700.00	$ 9,800.00	$ 600.00	$ 8,400.00	$ 400.00	$ 5,600.00	$ 732.00	$ 10,248.00	$ 650.00	$ 9,100.00
25	MAN HOLE STD. 4' I.D. 0' TO 10' DEEP	EACH	10.0	$ 1,500.00	$ 15,000.00	$ 1,625.00	$ 16,250.00	$ 1,250.00	$ 12,500.00	$ 1,300.00	$ 13,000.00	$ 1,500.00	$ 15,000.00	$ 1,885.00	$ 18,850.00	$ 1,500.00	$ 15,000.00
26	REDUCER 8" TO 6" D.C.I. M.J.	EACH	6.0	$ 250.00	$ 1,500.00	$ 275.00	$ 1,650.00	$ 400.00	$ 2,400.00	$ 175.00	$ 1,050.00	$ 250.00	$ 1,500.00	$ 407.00	$ 2,442.00	$ 200.00	$ 1,200.00
27	REMOVING CATCH BASIN	EACH	13.0	$ 300.00	$ 3,900.00	$ 250.00	$ 3,250.00	$ 200.00	$ 2,600.00	$ 450.00	$ 5,850.00	$ 200.00	$ 2,600.00	$ 435.00	$ 5,655.00	$ 300.00	$ 3,900.00
28	REMOVING CONC. DRIVE APPROACH	S.YD.	617.0	$ 10.00	$ 6,170.00	$ 4.50	$ 2,776.50	$ 4.00	$ 2,468.00	$ 6.00	$ 3,702.00	$ 5.00	$ 3,085.00	$ 5.20	$ 3,208.40	$ 3.70	$ 2,282.90
29	REMOVING CONCRETE SIDEWALK	S.FT.	4416.0	$ 1.00	$ 4,416.00	$ 1.00	$ 4,416.00	$ 0.75	$ 3,312.00	$ 0.50	$ 2,208.00	$ 1.00	$ 4,416.00	$ 0.70	$ 3,091.20	$ 3.70	$ 16,339.20
30	REMOVING MANHOLE	EACH	12	$ 300.00	$ 3,600.00	$ 250.00	$ 3,000.00	$ 150.00	$ 1,800.00	$ 350.00	$ 4,200.00	$ 200.00	$ 2,400.00	$ 435.00	$ 5,220.00	$ 300.00	$ 3,600.00
31	REMOVING PAVEMENT	S.YD.	7360.0	$ 8.00	$ 58,880.00	$ 2.85	$ 20,976.00	$ 5.50	$ 40,480.00	$ 4.50	$ 33,120.00	$ 5.00	$ 36,800.00	$ 7.20	$ 52,992.00	$ 4.00	$ 29,440.00
32	REMOVING STUMPS 37" & LARGER	EACH	1	$ 500.00	$ 500.00	$ 250.00	$ 250.00	$ 110.00	$ 110.00	$ 100.00	$ 100.00	$ 250.00	$ 250.00	$ 200.00	$ 200.00	$ 95.00	$ 95.00
33	REMOVING TREES 3" TO 7"	EACH	1	$ 200.00	$ 200.00	$ 215.00	$ 215.00	$ 60.00	$ 60.00	$ 150.00	$ 150.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 60.00	$ 60.00
34	SAND REFILL	C.YD.	800.0	$ 9.00	$ 7,200.00	$ 13.00	$ 10,400.00	$ 5.00	$ 4,000.00	$ 7.00	$ 5,600.00	$ 15.00	$ 12,000.00	$ 9.00	$ 7,200.00	$ 10.60	$ 8,480.00
35	SANITARY SEWER 8" D.C.I. CL.52	L.FT.	66.0	$ 60.00	$ 3,960.00	$ 60.00	$ 3,960.00	$ 75.00	$ 4,950.00	$ 40.00	$ 2,640.00	$ 45.00	$ 2,970.00	$ 56.75	$ 3,745.50	$ 44.00	$ 2,904.00
36	SANITARY SEWER 8" SDR 35	L.FT.	129.0	$ 30.00	$ 3,870.00	$ 50.00	$ 6,450.00	$ 50.00	$ 6,450.00	$ 30.00	$ 3,870.00	$ 30.00	$ 3,870.00	$ 36.45	$ 4,702.05	$ 30.00	$ 3,870.00
37	SLEEVE LONG 6" D.C.I. M.J.	EACH	6.0	$ 600.00	$ 3,600.00	$ 1,000.00	$ 6,000.00	$ 1,225.00	$ 7,350.00	$ 700.00	$ 4,200.00	$ 750.00	$ 4,500.00	$ 385.00	$ 2,310.00	$ 1,300.00	$ 7,800.00
38	SLEEVE LONG 8" D.C.I. M.J.	EACH	3.0	$ 650.00	$ 1,950.00	$ 900.00	$ 2,700.00	$ 2,150.00	$ 6,450.00	$ 1,200.00	$ 3,600.00	$ 850.00	$ 2,550.00	$ 430.00	$ 1,290.00	$ 1,400.00	$ 4,200.00
39	STORM SEWER 10" S.D.R 35	L.FT.	376.0	$ 40.00	$ 15,040.00	$ 21.00	$ 7,896.00	$ 46.00	$ 17,296.00	$ 29.00	$ 10,904.00	$ 25.00	$ 9,400.00	$ 33.70	$ 12,671.20	$ 24.00	$ 9,024.00
40	STORM SEWER 12" S.D.R 35	L.FT.	161.0	$ 45.00	$ 7,245.00	$ 24.00	$ 3,864.00	$ 48.00	$ 7,728.00	$ 32.00	$ 5,152.00	$ 30.00	$ 4,830.00	$ 41.25	$ 6,641.25	$ 24.00	$ 3,864.00
41	STORM SEWER 12" C 76 CL.V	L.FT.	1188.0	$ 30.00	$ 35,640.00	$ 21.00	$ 24,948.00	$ 30.00	$ 35,640.00	$ 32.00	$ 38,016.00	$ 30.00	$ 35,640.00	$ 34.70	$ 41,223.60	$ 28.00	$ 33,264.00
42	STORM SEWER REPAIR	L.FT.	1.0	$ 80.00	$ 80.00	$ 500.00	$ 500.00	$ 600.00	$ 600.00	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00	$ 2,900.00	$ 2,900.00	$ 750.00	$ 750.00
43	TAPPING SLEEVE & VALVE 8"x 8" W / BOX	EACH	2.0	$ 2,000.00	$ 4,000.00	$ 2,300.00	$ 4,600.00	$ 1,750.00	$ 3,500.00	$ 2,450.00	$ 4,900.00	$ 2,500.00	$ 5,000.00	$ 2,215.00	$ 4,430.00	$ 2,000.00	$ 4,000.00
44	TEE 8"x 8"x 6" D.C.I. M.J.	EACH	5.0	$ 350.00	$ 1,750.00	$ 515.00	$ 2,575.00	$ 500.00	$ 2,500.00	$ 375.00	$ 1,875.00	$ 300.00	$ 1,500.00	$ 395.00	$ 1,975.00	$ 330.00	$ 1,650.00
45	TERRACE GRADING	L.FT.	1847.0	$ 10.00	$ 18,470.00	$ 10.00	$ 18,470.00	$ 10.00	$ 18,470.00	$ 8.00	$ 14,776.00	$ 10.00	$ 18,470.00	$ 10.00	$ 18,470.00	$ 12.00	$ 22,164.00
46	TRAFFIC CONTROL	LUMP	1.0	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 29,225.00	$ 29,225.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 13,530.00	$ 13,530.00	$ 20,000.00	$ 20,000.00
47	VALVE 6" GATE M.J. W / BOX	EACH	5.0	$ 650.00	$ 3,250.00	$ 730.00	$ 3,650.00	$ 700.00	$ 3,500.00	$ 800.00	$ 4,000.00	$ 650.00	$ 3,250.00	$ 725.00	$ 3,625.00	$ 630.00	$ 3,150.00
48	VALVE 8" GATE M.J. W / BOX	EACH	6.0	$ 800.00	$ 4,800.00	$ 980.00	$ 5,880.00	$ 800.00	$ 4,800.00	$ 1,250.00	$ 7,500.00	$ 850.00	$ 5,100.00	$ 865.00	$ 5,190.00	$ 810.00	$ 4,860.00
49	WATERMAIN 6" D.C.I. CL.52	L.FT.	115.0	$ 30.00	$ 3,450.00	$ 30.00	$ 3,450.00	$ 42.00	$ 4,830.00	$ 32.00	$ 3,680.00	$ 30.00	$ 3,450.00	$ 31.25	$ 3,593.75	$ 30.00	$ 3,450.00
50	WATERMAIN 8" D.C.I. CL.52	L.FT.	970.0	$ 35.00	$ 33,950.00	$ 35.50	$ 34,435.00	$ 44.00	$ 42,680.00	$ 36.00	$ 34,920.00	$ 35.00	$ 33,950.00	$ 34.25	$ 33,222.50	$ 35.00	$ 33,950.00
51	WATER METER PIT COMPLETE	EACH	5.0	$ 500.00	$ 2,500.00	$ 600.00	$ 3,000.00	$ 700.00	$ 3,500.00	$ 600.00	$ 3,000.00	$ 500.00	$ 2,500.00	$ 755.00	$ 3,775.00	$ 845.00	$ 4,225.00
52	WATER SERVICE 1" TYPE "K" COPPER	L.FT.	624.0	$ 20.00	$ 12,480.00	$ 15.00	$ 9,360.00	$ 28.00	$ 17,472.00	$ 12.00	$ 7,488.00	$ 20.00	$ 12,480.00	$ 20.25	$ 12,636.00	$ 17.00	$ 10,608.00
53	WATER VALVE BOX & COVER COMPLETE	EACH	9.0	$ 400.00	$ 3,600.00	$ 250.00	$ 2,250.00	$ 540.00	$ 4,860.00	$ 225.00	$ 2,025.00	$ 150.00	$ 1,350.00	$ 185.00	$ 1,665.00	$ 270.00	$ 2,430.00
			TOTAL		$497,172.50		$451,561.81		$532,757.40		$468,722.15		$500,108.50		$541,038.15		$482,912.25

H1604 FIFTH ST., MERRILL AVE. TO WESTERN AVE.
CONCRETE
BID TABULATION 05/23/06

		CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		MCCORMICK SAND 5430 RUSSELL RD TWIN LAKE, MI 49457		KAMMINGA & ROODVOETS 3435 BROADMOOR GRAND RAPIDS, MI 49512		WADEL STABILIZATION 2500 N. OCEANA DR. HART, MI 49420		DAN HOE EXCAVATING 13664 ROCKY'S RD HOLLAND, MI 49424		JACKSON-MERKEY 555 E WESTERN AVE MUSKEGON MI 49441		MILBOCKER & SONS 1256 28TH ST. ALLEGAN, MI 49010	
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	ADJUST CATCH BASIN CASTING	EACH	2.0	$ 350.00	$ 700.00	$ 250.00	$ 500.00	$ 275.00	$ 550.00	$ 325.00	$ 650.00	$ 350.00	$ 700.00	$ 260.00	$ 520.00	$ 200.00	$ 400.00
2	ADJUST MANHOLE CASTING	EACH	7.0	$ 475.00	$ 3,325.00	$ 450.00	$ 3,150.00	$ 330.00	$ 2,310.00	$ 400.00	$ 2,800.00	$ 350.00	$ 2,450.00	$ 442.00	$ 3,094.00	$ 410.00	$ 2,870.00
3	AGG. BASE COURSE 22A (FOR DRIVES)	TON	50.0	$ 18.00	$ 900.00	$ 14.00	$ 700.00	$ 20.00	$ 1,000.00	$ 15.00	$ 750.00	$ 25.00	$ 1,250.00	$ 25.00	$ 1,250.00	$ 20.00	$ 1,000.00
4	AGG. BASE COURSE 22A @ 4" C.I.P.	S.YD.	6980.0	$ 3.00	$ 20,940.00	$ 5.05	$ 35,249.00	$ 5.00	$ 34,900.00	$ 5.10	$ 35,598.00	$ 6.00	$ 41,880.00	$ 6.90	$ 48,162.00	$ 5.20	$ 36,296.00
5	BENDS 6" D.C.I. M.J. 45 DEG.	EACH	1.0	$ 290.00	$ 290.00	$ 300.00	$ 300.00	$ 450.00	$ 450.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 380.00	$ 380.00	$ 200.00	$ 200.00
6	BENDS 8" D.C.I. M.J. 45 DEG.	EACH	14.0	$ 300.00	$ 4,200.00	$ 310.00	$ 4,340.00	$ 460.00	$ 6,440.00	$ 240.00	$ 3,360.00	$ 275.00	$ 3,850.00	$ 438.00	$ 6,132.00	$ 220.00	$ 3,080.00
7	BORROW FILL	C.YD.	156.0	$ 6.00	$ 936.00	$ 6.00	$ 936.00	$ 8.00	$ 1,248.00	$ 7.50	$ 1,170.00	$ 12.00	$ 1,872.00	$ 7.75	$ 1,209.00	$ 8.00	$ 1,248.00
8	CAP 6" D.C.I. M.J.	EACH	4.0	$ 200.00	$ 800.00	$ 500.00	$ 2,000.00	$ 230.00	$ 920.00	$ 150.00	$ 600.00	$ 100.00	$ 400.00	$ 190.00	$ 760.00	$ 100.00	$ 400.00
9	CATCH BASIN CASTING EAST JORDAN #7045 OR EQUAL	EACH	18.0	$ 650.00	$ 11,700.00	$ 600.00	$ 10,800.00	$ 760.00	$ 13,680.00	$ 600.00	$ 10,800.00	$ 700.00	$ 12,600.00	$ 675.00	$ 12,150.00	$ 600.00	$ 10,800.00
10	CATCH BASIN 2' I.D.	EACH	2.0	$ 800.00	$ 1,600.00	$ 700.00	$ 1,400.00	$ 900.00	$ 1,800.00	$ 950.00	$ 1,900.00	$ 1,250.00	$ 2,500.00	$ 790.00	$ 1,580.00	$ 800.00	$ 1,600.00
11	CATCH BASIN FLAT TOP	EACH	14.0	$ 1,300.00	$ 18,200.00	$ 1,100.00	$ 15,400.00	$ 1,100.00	$ 15,400.00	$ 1,250.00	$ 17,500.00	$ 1,500.00	$ 21,000.00	$ 1,500.00	$ 21,000.00	$ 1,500.00	$ 21,000.00
12	CEMENT	TON	5.0	$ 150.00	$ 750.00	$ 175.00	$ 875.00	$ 180.00	$ 900.00	$ 175.00	$ 875.00	$ 375.00	$ 1,875.00	$ 192.00	$ 960.00	$ 175.00	$ 875.00
13	CONCRETE PAVEMENT NON REINFORCED WITH 6" INTERGRAL CU	S.YD.	6980.0	$ 25.00	$ 174,500.00	$ 20.05	$ 139,949.00	$ 22.00	$ 153,560.00	$ 25.00	$ 174,500.00	$ 22.00	$ 153,560.00	$ 20.60	$ 143,788.00	$ 18.72	$ 130,665.60
14	CONCRETE APPROACH, 6", STANDARD	S.YD.	761.0	$ 28.00	$ 21,308.00	$ 24.00	$ 18,264.00	$ 26.00	$ 19,786.00	$ 26.00	$ 19,786.00	$ 32.00	$ 24,352.00	$ 26.75	$ 20,356.75	$ 21.60	$ 16,437.60
15	CONC. SIDEWALK 4"	S.FT.	3181.0	$ 2.50	$ 7,952.50	$ 2.50	$ 7,952.50	$ 3.00	$ 9,543.00	$ 2.35	$ 7,475.35	$ 3.50	$ 11,133.50	$ 2.25	$ 7,157.25	$ 1.90	$ 6,043.90
16	CONC. SIDEWALK 6"	S.FT.	925.0	$ 3.00	$ 2,775.00	$ 3.40	$ 3,145.00	$ 4.00	$ 3,700.00	$ 3.10	$ 2,867.50	$ 5.00	$ 4,625.00	$ 3.05	$ 2,821.25	$ 2.40	$ 2,220.00
17	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	18.0	$ 250.00	$ 4,500.00	$ 250.00	$ 4,500.00	$ 290.00	$ 5,220.00	$ 250.00	$ 4,500.00	$ 200.00	$ 3,600.00	$ 190.00	$ 3,420.00	$ 350.00	$ 6,300.00
18	CROSS D.C.I. 8"x 8" M.J.	EACH	1.0	$ 400.00	$ 400.00	$ 630.00	$ 630.00	$ 600.00	$ 600.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 600.00	$ 600.00
19	CURB STOP 1" MUELLER #15150 W/BOX OR EQUAL	EACH	13.0	$ 250.00	$ 3,250.00	$ 360.00	$ 4,680.00	$ 600.00	$ 7,800.00	$ 500.00	$ 6,500.00	$ 200.00	$ 2,600.00	$ 250.00	$ 3,250.00	$ 500.00	$ 6,500.00
20	EXCAVATION	C.YD.	458.0	$ 10.00	$ 4,580.00	$ 7.00	$ 3,206.00	$ 10.00	$ 4,580.00	$ 6.00	$ 2,748.00	$ 25.00	$ 11,450.00	$ 7.50	$ 3,435.00	$ 20.00	$ 9,160.00
21	HYDRANT STD.	EACH	5.0	$ 1,550.00	$ 7,750.00	$ 1,700.00	$ 8,500.00	$ 1,600.00	$ 8,000.00	$ 1,550.00	$ 7,750.00	$ 1,750.00	$ 8,750.00	$ 1,620.00	$ 8,100.00	$ 2,000.00	$ 10,000.00
22	MAN HOLE CASTING, E.J. #1045 OR EQ.	EACH	14.0	$ 600.00	$ 8,400.00	$ 540.00	$ 7,560.00	$ 700.00	$ 9,800.00	$ 600.00	$ 8,400.00	$ 400.00	$ 5,600.00	$ 732.00	$ 10,248.00	$ 650.00	$ 9,100.00
23	MAN HOLE STD. 4' I.D. 0' TO 10' DEEP	EACH	10.0	$ 1,500.00	$ 15,000.00	$ 1,625.00	$ 16,250.00	$ 1,250.00	$ 12,500.00	$ 1,300.00	$ 13,000.00	$ 1,500.00	$ 15,000.00	$ 1,885.00	$ 18,850.00	$ 1,500.00	$ 15,000.00
24	REDUCER 8" TO 6" D.C.I. M.J.	EACH	6.0	$ 250.00	$ 1,500.00	$ 275.00	$ 1,650.00	$ 400.00	$ 2,400.00	$ 175.00	$ 1,050.00	$ 250.00	$ 1,500.00	$ 407.00	$ 2,442.00	$ 200.00	$ 1,200.00
25	REMOVING CATCH BASIN	EACH	13.0	$ 300.00	$ 3,900.00	$ 250.00	$ 3,250.00	$ 200.00	$ 2,600.00	$ 450.00	$ 5,850.00	$ 200.00	$ 2,600.00	$ 435.00	$ 5,655.00	$ 300.00	$ 3,900.00
26	REMOVING CONC. DRIVE APPROACH	S.YD.	617.0	$ 10.00	$ 6,170.00	$ 4.50	$ 2,776.50	$ 4.00	$ 2,468.00	$ 6.00	$ 3,702.00	$ 5.00	$ 3,085.00	$ 5.20	$ 3,208.40	$ 3.70	$ 2,282.90
27	REMOVING CONCRETE SIDEWALK	S.FT.	4416.0	$ 1.00	$ 4,416.00	$ 1.00	$ 4,416.00	$ 0.75	$ 3,312.00	$ 0.50	$ 2,208.00	$ 1.00	$ 4,416.00	$ 0.70	$ 3,091.20	$ 3.70	$ 16,339.20
28	REMOVING MANHOLE	EACH	12	$ 300.00	$ 3,600.00	$ 250.00	$ 3,000.00	$ 150.00	$ 1,800.00	$ 350.00	$ 4,200.00	$ 200.00	$ 2,400.00	$ 435.00	$ 5,220.00	$ 300.00	$ 3,600.00
29	REMOVING PAVEMENT	S.YD.	7360.0	$ 8.00	$ 58,880.00	$ 2.85	$ 20,976.00	$ 5.50	$ 40,480.00	$ 4.50	$ 33,120.00	$ 5.00	$ 36,800.00	$ 7.20	$ 52,992.00	$ 4.00	$ 29,440.00
30	REMOVING STUMPS 37" & LARGER	EACH	1	$ 500.00	$ 500.00	$ 250.00	$ 250.00	$ 110.00	$ 110.00	$ 100.00	$ 100.00	$ 250.00	$ 250.00	$ 200.00	$ 200.00	$ 95.00	$ 95.00
31	REMOVING TREES 3" TO 7"	EACH	1	$ 200.00	$ 200.00	$ 215.00	$ 215.00	$ 60.00	$ 60.00	$ 150.00	$ 150.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 60.00	$ 60.00
32	SAND REFILL	C.YD.	800.0	$ 9.00	$ 7,200.00	$ 13.00	$ 10,400.00	$ 5.00	$ 4,000.00	$ 7.00	$ 5,600.00	$ 15.00	$ 12,000.00	$ 9.00	$ 7,200.00	$ 10.60	$ 8,480.00
33	SANITARY SEWER 8" D.C.I. CL.52	L.FT.	66.0	$ 60.00	$ 3,960.00	$ 60.00	$ 3,960.00	$ 75.00	$ 4,950.00	$ 40.00	$ 2,640.00	$ 45.00	$ 2,970.00	$ 56.75	$ 3,745.50	$ 44.00	$ 2,904.00
34	SANITARY SEWER 8" SDR 35	L.FT.	129.0	$ 30.00	$ 3,870.00	$ 50.00	$ 6,450.00	$ 50.00	$ 6,450.00	$ 30.00	$ 3,870.00	$ 30.00	$ 3,870.00	$ 36.45	$ 4,702.05	$ 30.00	$ 3,870.00
35	SLEEVE LONG 6" D.C.I. M.J.	EACH	6.0	$ 600.00	$ 3,600.00	$ 1,000.00	$ 6,000.00	$ 1,225.00	$ 7,350.00	$ 700.00	$ 4,200.00	$ 750.00	$ 4,500.00	$ 385.00	$ 2,310.00	$ 1,300.00	$ 7,800.00
36	SLEEVE LONG 8" D.C.I. M.J.	EACH	3.0	$ 650.00	$ 1,950.00	$ 900.00	$ 2,700.00	$ 2,150.00	$ 6,450.00	$ 1,200.00	$ 3,600.00	$ 850.00	$ 2,550.00	$ 430.00	$ 1,290.00	$ 1,400.00	$ 4,200.00
37	STORM SEWER 10" S.D.R 35	L.FT.	376.0	$ 40.00	$ 15,040.00	$ 21.00	$ 7,896.00	$ 46.00	$ 17,296.00	$ 29.00	$ 10,904.00	$ 25.00	$ 9,400.00	$ 33.70	$ 12,671.20	$ 24.00	$ 9,024.00
38	STORM SEWER 12" S.D.R 35	L.FT.	161.0	$ 45.00	$ 7,245.00	$ 24.00	$ 3,864.00	$ 48.00	$ 7,728.00	$ 32.00	$ 5,152.00	$ 30.00	$ 4,830.00	$ 41.25	$ 6,641.25	$ 24.00	$ 3,864.00
39	STORM SEWER 12" C 76 CL.V	L.FT.	1188.0	$ 30.00	$ 35,640.00	$ 21.00	$ 24,948.00	$ 30.00	$ 35,640.00	$ 32.00	$ 38,016.00	$ 30.00	$ 35,640.00	$ 34.70	$ 41,223.60	$ 28.00	$ 33,264.00
40	STORM SEWER REPAIR	L.FT.	5.0	$ 80.00	$ 400.00	$ 100.00	$ 500.00	$ 600.00	$ 3,000.00	$ 2,000.00	$ 10,000.00	$ 1,000.00	$ 5,000.00	$ 580.00	$ 2,900.00	$ 150.00	$ 750.00
41	TAPPING SLEEVE & VALVE 8"x 8" W / BOX	EACH	2.0	$ 2,000.00	$ 4,000.00	$ 2,300.00	$ 4,600.00	$ 1,750.00	$ 3,500.00	$ 2,450.00	$ 4,900.00	$ 2,500.00	$ 5,000.00	$ 2,215.00	$ 4,430.00	$ 2,000.00	$ 4,000.00
42	TEE 8"x 8"x 6" D.C.I. M.J.	EACH	5.0	$ 350.00	$ 1,750.00	$ 515.00	$ 2,575.00	$ 500.00	$ 2,500.00	$ 375.00	$ 1,875.00	$ 300.00	$ 1,500.00	$ 395.00	$ 1,975.00	$ 330.00	$ 1,650.00
43	TERRACE GRADING	L.FT.	1847.0	$ 10.00	$ 18,470.00	$ 10.00	$ 18,470.00	$ 10.00	$ 18,470.00	$ 8.00	$ 14,776.00	$ 10.00	$ 18,470.00	$ 10.00	$ 18,470.00	$ 12.00	$ 22,164.00
44	TRAFFIC CONTROL	LUMP	1.0	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 21,800.00	$ 21,800.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 13,730.00	$ 13,730.00	$ 21,000.00	$ 21,000.00
45	VALVE 6" GATE M.J. W / BOX	EACH	5.0	$ 650.00	$ 3,250.00	$ 730.00	$ 3,650.00	$ 700.00	$ 3,500.00	$ 800.00	$ 4,000.00	$ 650.00	$ 3,250.00	$ 725.00	$ 3,625.00	$ 630.00	$ 3,150.00
46	VALVE 8" GATE M.J. W / BOX	EACH	6.0	$ 800.00	$ 4,800.00	$ 980.00	$ 5,880.00	$ 800.00	$ 4,800.00	$ 1,250.00	$ 7,500.00	$ 850.00	$ 5,100.00	$ 865.00	$ 5,190.00	$ 810.00	$ 4,860.00
47	WATERMAIN 6" D.C.I. CL.52	L.FT.	115.0	$ 30.00	$ 3,450.00	$ 30.00	$ 3,450.00	$ 42.00	$ 4,830.00	$ 32.00	$ 3,680.00	$ 30.00	$ 3,450.00	$ 31.25	$ 3,593.75	$ 30.00	$ 3,450.00
48	WATERMAIN 8" D.C.I. CL.52	L.FT.	970.0	$ 35.00	$ 33,950.00	$ 35.50	$ 34,435.00	$ 44.00	$ 42,680.00	$ 36.00	$ 34,920.00	$ 35.00	$ 33,950.00	$ 34.25	$ 33,222.50	$ 35.00	$ 33,950.00
49	WATER METER PIT COMPLETE	EACH	5.0	$ 500.00	$ 2,500.00	$ 600.00	$ 3,000.00	$ 700.00	$ 3,500.00	$ 600.00	$ 3,000.00	$ 500.00	$ 2,500.00	$ 755.00	$ 3,775.00	$ 845.00	$ 4,225.00
50	WATER SERVICE 1" TYPE "K" COPPER	L.FT.	624.0	$ 20.00	$ 12,480.00	$ 15.00	$ 9,360.00	$ 28.00	$ 17,472.00	$ 12.00	$ 7,488.00	$ 20.00	$ 12,480.00	$ 20.25	$ 12,636.00	$ 17.00	$ 10,608.00
51	WATER VALVE BOX & COVER COMPLETE	EACH	9.0	$ 400.00	$ 3,600.00	$ 250.00	$ 2,250.00	$ 540.00	$ 4,860.00	$ 225.00	$ 2,025.00	$ 150.00	$ 1,350.00	$ 185.00	$ 1,665.00	$ 270.00	$ 2,430.00
			TOTAL		$569,077.50		$489,208.00		$588,693.00		$557,805.85		$558,408.50		$577,427.70		$534,356.20
							CALCULATION ERROR-ITEM 15										

H1604 FIFTH ST., MERRILL AVE. TO WESTERN AVE.
ALLEY
BID TABULATION 05/23/06

		CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		MCCORMICK SAND 5430 RUSSELL RD TWIN LAKE, MI 49457		KAMMINGA & ROODVOETS 3435 BROADMOOR GRAND RAPIDS, MI 49512		WADEL STABILIZATION 2500 N. OCEANA DR. HART, MI 49420		DAN HOE EXCAVATING 13664 ROCKY'S RD HOLLAND, MI 49424		JACKSON-MERKEY 555 E WESTERN AVE MUSKEGON MI 49441		MILBOCKER & SONS 1256 29TH ST. ALLEGAN, MI 49010	
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE			UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	AGG. BASE COURSE 22A FOR DRIVES.	TON	30.0	$18.00	$ 540.00	$ 15.00	$ 450.00	$ 18.50	$ 555.00	$ 15.00	$ 450.00	$ 25.00	$ 750.00	$ 25.00	$ 750.00	$ 30.00	$ 900.00
2	AGG. BASE COURSE 22A @ 6" C.I.P.	S.YD.	759.0	$8.00	$ 6,072.00	$ 7.00	$ 5,313.00	$ 5.50	$ 4,174.50	$ 5.10	$ 3,870.90	$ 8.00	$ 6,072.00	$ 9.30	$ 7,058.70	$ 6.50	$ 4,933.50
3	BITUMINOUS APPROACH 4C	TON	16.0	$70.00	$ 1,120.00	$ 70.00	$ 1,120.00	$ 57.00	$ 912.00	$ 75.00	$ 1,200.00	$ 100.00	$ 1,600.00	$ 64.95	$ 1,039.20	$ 57.00	$ 912.00
4	BITUMINOUS LEVELING MIX 3C @ 165#/S.Y.	TON	62.0	$55.00	$ 3,410.00	$ 59.80	$ 3,707.60	$ 49.63	$ 3,077.06	$ 56.40	$ 3,496.80	$ 65.00	$ 4,030.00	$ 61.95	$ 3,840.90	$ 49.63	$ 3,077.06
5	BITUMINOUS TOP MIX 4C @ 165#/S.Y.	TON	62.0	$60.00	$ 3,720.00	$ 62.70	$ 3,887.40	$ 50.35	$ 3,121.70	$ 59.25	$ 3,673.50	$ 75.00	$ 4,650.00	$ 64.95	$ 4,026.90	$ 50.35	$ 3,121.70
6	CATCH BASIN CASTING EAST JORDAN #5105 OR EQUAL	EACH	1.0	$650.00	$ 650.00	$ 700.00	$ 700.00	$ 720.00	$ 720.00	$ 450.00	$ 450.00	$ 700.00	$ 700.00	$ 675.00	$ 675.00	$ 750.00	$ 750.00
7	CATCH BASIN 2' I.D.	EACH	1.0	$1,000.00	$ 1,000.00	$ 700.00	$ 700.00	$ 900.00	$ 900.00	$ 750.00	$ 750.00	$ 1,250.00	$ 1,250.00	$ 790.00	$ 790.00	$ 750.00	$ 750.00
8	CATCH BASIN FLAT TOP	EACH	1.0	$1,300.00	$ 1,300.00	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 1,300.00	$ 1,300.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
9	CONCRETE DECORATIVE 6" STAMPED, COLORED	S.FT.	403.0	$20.00	$ 8,060.00	$ 9.00	$ 3,627.00	$ 13.00	$ 5,239.00	$ 8.50	$ 3,425.50	$ 10.00	$ 4,030.00	$ 9.80	$ 3,949.40	$ 8.00	$ 3,224.00
10	CONCRETE APPROACH, 6", STANDARD	S.YD.	19.0	$28.00	$ 532.00	$ 26.00	$ 494.00	$ 37.00	$ 703.00	$ 27.90	$ 530.10	$ 32.00	$ 608.00	$ 28.75	$ 546.25	$ 23.40	$ 444.60
11	CONC. SIDEWALK 4"	S.FT.	12.0	$3.00	$ 36.00	$ 3.00	$ 36.00	$ 3.00	$ 36.00	$ 2.70	$ 32.40	$ 3.50	$ 42.00	$ 2.60	$ 31.20	$ 2.20	$ 26.40
12	CONC. SIDEWALK 6"	S.FT.	80.0	$4.00	$ 320.00	$ 3.50	$ 280.00	$ 4.00	$ 320.00	$ 3.10	$ 248.00	$ 5.00	$ 400.00	$ 3.05	$ 244.00	$ 2.60	$ 208.00
13	EXCAVATION	C.YD.	247.0	$10.00	$ 2,470.00	$ 8.00	$ 1,976.00	$ 10.00	$ 2,470.00	$ 8.00	$ 1,976.00	$ 25.00	$ 6,175.00	$ 4.50	$ 1,111.50	$ 22.00	$ 5,434.00
14	MAN HOLE CASTING, E.J. #1045 OR EQ.	EACH	2.0	$600.00	$ 1,200.00	$ 550.00	$ 1,100.00	$ 660.00	$ 1,320.00	$ 600.00	$ 1,200.00	$ 400.00	$ 800.00	$ 732.00	$ 1,464.00	$ 750.00	$ 1,500.00
15	MAN HOLE STD. 4' I.D. 0' TO 10' DEEP	EACH	1.0	$1,500.00	$ 1,500.00	$ 1,600.00	$ 1,600.00	$ 1,100.00	$ 1,100.00	$ 1,450.00	$ 1,450.00	$ 1,500.00	$ 1,500.00	$ 1,885.00	$ 1,885.00	$ 1,500.00	$ 1,500.00
16	PREPARED SOIL & SEED CL. A	S.YD.	150.0	$5.00	$ 750.00	$ 4.00	$ 600.00	$ 4.00	$ 600.00	$ 2.75	$ 412.50	$ 5.00	$ 750.00	$ 5.00	$ 750.00	$ 6.00	$ 900.00
17	RETAINING WALL	S.FT.	295.0	$20.00	$ 5,900.00	$ 33.00	$ 9,735.00	$ 32.50	$ 9,587.50	$ 28.00	$ 8,260.00	$ 25.00	$ 7,375.00	$ 27.50	$ 8,112.50	$ 26.00	$ 7,670.00
18	REMOVING BIT. SURFACE	S.YD.	22.0	$10.00	$ 220.00	$ 5.00	$ 110.00	$ 9.00	$ 198.00	$ 10.00	$ 220.00	$ 10.00	$ 220.00	$ 5.00	$ 110.00	$ 3.20	$ 70.40
19	REMOVING CONC. DRIVE APPROACH	S.YD.	11.0	$10.00	$ 110.00	$ 10.00	$ 110.00	$ 20.00	$ 220.00	$ 20.00	$ 220.00	$ 5.00	$ 55.00	$ 5.20	$ 57.20	$ 3.70	$ 40.70
20	REMOVING CONCRETE SIDEWALK	S FT	80.0	$1.00	$ 80.00	$ 1.00	$ 80.00	$ 1.50	$ 120.00	$ 10.00	$ 800.00	$ 1.00	$ 80.00	$ 0.70	$ 56.00	$ 3.70	$ 296.00
21	REMOVING STUMPS 19" TO 36"	EACH	1	$400.00	$ 400.00	$ 250.00	$ 250.00	$ 95.00	$ 95.00	$ 250.00	$ 250.00	$ 150.00	$ 150.00	$ 200.00	$ 200.00	$ 95.00	$ 95.00
22	REMOVING TREES 13" TO 24"	EACH	2	$400.00	$ 800.00	$ 500.00	$ 1,000.00	$ 295.00	$ 590.00	$ 500.00	$ 1,000.00	$ 250.00	$ 500.00	$ 325.00	$ 650.00	$ 295.00	$ 590.00
23	REMOVING TREES 25" TO 36"	EACH	1	$600.00	$ 600.00	$ 800.00	$ 800.00	$ 345.00	$ 345.00	$ 800.00	$ 800.00	$ 500.00	$ 500.00	$ 375.00	$ 375.00	$ 345.00	$ 345.00
24	SANITARY SERVICE 6" SDR 35	L FT	60.0	$40.00	$ 2,400.00	$ 30.00	$ 1,800.00	$ 35.00	$ 2,100.00	$ 40.00	$ 2,400.00	$ 40.00	$ 2,400.00	$ 28.60	$ 1,716.00	$ 25.00	$ 1,500.00
25	SANITARY SEWER 12" SDR 35	L FT	30.0	$50.00	$ 1,500.00	$ 40.00	$ 1,200.00	$ 65.00	$ 1,950.00	$ 55.00	$ 1,650.00	$ 60.00	$ 1,800.00	$ 64.05	$ 1,921.50	$ 35.00	$ 1,050.00
26	SANITARY SEWER WYE 12"x 6" SDR 35	EACH	1.0	$300.00	$ 300.00	$ 350.00	$ 350.00	$ 400.00	$ 400.00	$ 250.00	$ 250.00	$ 100.00	$ 100.00	$ 370.00	$ 370.00	$ 500.00	$ 500.00
27	STORM SEWER 10" D.C.I. CL. 52	L FT	174.0	$40.00	$ 6,960.00	$ 34.00	$ 5,916.00	$ 65.00	$ 11,310.00	$ 60.00	$ 10,440.00	$ 35.00	$ 6,090.00	$ 33.45	$ 5,820.30	$ 35.00	$ 6,090.00
			TOTAL		$51,950.00		$48,042.00		$53,263.76		$50,755.70		$54,127.00		$49,050.55		$47,428.36
										CALCULATION ERROR-TOTAL							

Date: June 13, 2006

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Consideration of Bids
Streetlight Material Purchase- Western Ave. Third to Terrace

SUMMARY OF REQUEST:

Authorize staff to enter into a purchase agreement with Fitzpatrick/Kendall Electric, Inc to purchase the necessary street light fixtures for Western Ave. between Third & Terrace since they were the lowest responsible bidder with a bid price of $155,390.00. If awarded to Fitzpatrick/Kendall Electric, Inc. the award must be contingent upon the Michigan Department of Transportation's approval.

FINANCIAL IMPACT:

The purchasing cost $155,390.00

BUDGET ACTION REQUIRED:

None, the cost will be covered by the federal grant.

STAFF RECOMMENDATION:

Award the contract to Fitzpatrick/Kendall Electric, Inc. contingent upon MDOT's approval.

COMMITTEE RECOMMENDATION:

MUSKEGON DOWNTOWN STREET LIGHTING

BID TABULATION 06/06/06

				CONTRACTOR	All Phase Electric		Graybar		Consumers Energy		Fitzpatrick/Kendall Electric	
				ADDRESS	6552 Schamber Dr.		2204 Turner Ave.		4000 Clay Ave.		1699 Wierengo Dr.	
				CITY/ST/ZIP	Muskegon, MI 49441		Walker, MI 49544		Grand Rapids, MI 49501-0201		Muskegon, MI 49442	
	ITEM OF WORK	UNIT	QTY		UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	SINGLE LUMINAIRE ASSEMBLIES ON 14' POLES	EACH	64		$ 1,788.00	$ 114,432.00	$ 1,824.61	$ 116,775.04	$ 2,035.00	$ 130,240.00	$ 1,761.00	$ 112,704.00
2	TWIN LUMINAIRE ASSEMBLIES ON 16' POLES	EACH	14		$ 3,095.00	$ 43,330.00	$ 3,160.06	$ 44,240.84	$ 2,875.00	$ 40,250.00	$ 3,049.00	$ 42,686.00
	TOTAL BID AMOUNT					$ 157,762.00		$ 161,015.88		$ 170,490.00		$ 155,390.00

City Clerk
2006-52(f)

CITY OF MUSKEGON

AGREEMENT FOR SERVICES OR CONSTRUCTION
Small and Limited Projects

THIS IS AN AGREEMENT between the CITY OF MUSKEGON ("City"), 933 Terrace Street, Muskegon, Michigan, and **FITZPATRICK/KENDALL ELECTRIC, INC.** ("Contractor"), of **MUSKEGON,** Michigan, for a small or limited project, and is made in the following terms:

Agreement and Performance

Contractor agrees to supply all the materials set forth in the Bid Forms attached to this agreement, ("Delivery"). Contractor's delivery shall be accomplished in good and timely manner, to the satisfaction of the City. Delivery shall be completed on or before **August 18, 2006.**

Price $ **155,390.00**

Contractor will perform as set forth above for the complete contract price of **$ 155,390.00**

Conditions and Covenants

Contractor will comply with all laws, rules and regulations of the City, and any other local government of the State of Michigan and the United States Government. Contractor will supply insurance as required by separate written document, naming the City as an additional insured, if appropriate, and shall carry such additional insurance coverage's as are required by the City. Contractor shall hold the City harmless against any and all claims for damages or costs made against the City arising from Contractor's performance, including all costs of defense, attorneys' fees, expenses and the amount of any damage determined against the City.

Termination and Cancellation

This contract may be terminated for failure to perform in accordance herewith, and Contractor shall be liable for normal contractual remedies available to the City. In the event liquidated damages for nonperformance are agreed to, the following amounts constitute liquidated damages:

$ 300.00 per day of nonperformance.

Nondiscrimination Compliance

Contractor agrees to comply with all nondiscrimination laws, rules and regulations and policies of the City, State and Federal Governments including, but not limited to, the provisions of Executive Order 11246, Affirmative Action Requirements for Disabled Veterans and Veterans of the Viet Nam Era and for Handicapped Workers. If required by the City and appropriate for the services in this contract, Contractor shall comply with City oversight procedures. The provisions of all said policies, rules, executive orders and laws regarding nondiscrimination and affirmative action are available from the City by contacting the Affirmative Action Director of the City, City Hall, 933 Terrace Street, Muskegon, Michigan, telephone 724-6703. The City may supply a copy with this contract in its discretion.

The parties agree to performance of this contract by signing below. The effective date of this agreement is **JUNE 13, 2006***.

Witnesses:

_____

_____

_____

Contractor:

By Thomas E. Dake

CITY OF MUSKEGON

By Michael A. Scholl 6-20-06

Contract Between
City of Muskegon
And
FITZPATRICK/KENDALL ELECTRIC, INC.
***Date approved by the City Commission**

STATEMENT OF WORK (**See attached**

Initials:

Contractor: _____

City: _____ 6-20-06
(City Engineer)

Linda Potter
Deputy (City Clerk)

Contract for service and construction for small and limited projects. This form would generally be used for projects under $8,000.00, informally bid or solicited, where no performance bond is being required. Generally such projects will involve repair and maintenance, or purchasing one-time services.

SECTION 00300

BID FORM

PROJECT IDENTIFICATION: MUSKEGON DOWNTOWN STREETLIGHTING

CONTRACT IDENTIFICATION AND NUMBER: 34733 STREETLIGHTS

THIS BID IS SUBMITTED TO: CITY OF MUSKEGON
ATTN: MOHAMMED AL-SHATEL
933 TERRACE STREET
MUSKEGON, MI 49940

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such long period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda Number and Date)

Addendum No.	Addendum Date
No Addendums	
None	

B. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

E. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

F. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

G. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Bidding Documents for the following price(s):

NO	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Streetlight Assembly, Single	EA	64	$1761.00	$112,704.00
2	Streetlight Assembly, Twin	EA	14	$3049.00	$42,686.00

TOTAL OF ALL ESTIMATED PRICES:

One Hundred fifty five thousand three hundred Ninety & 00/100 ($155,390.00)
(use words) (use figures)

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the materials will be delivered to OWNER'S facility on or

before Oct 1, 2006.

Name and signature of Bidder:

KENDALL ELECTRIC
(FIRM NAME - PLEASE PRINT)

1699 WIERENGO ST.
(STREET ADDRESS)

MUSKEGON, MI 49441
(CITY, STATE, ZIP)

BUD GOYLE
(NAME)

(SIGNATURE)

QUOTATIONS
(TITLE)

SUBMITTED on 6/6/, 2006.

END OF SECTION

FITZPATRICK ELECTRIC SUPPLY

BOB KORNDORFER
Account Manager

1699 WIERENGO DRIVE / MUSKEGON, MI 49442

(231) 773-6621
(800) 968-6621
(231) 773-5523 Fax
(231) 744-2945 Home

www.fitzpatrick.com
bkorndorfer@fitzpatrick.com