

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 24, 2005

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. Fireworks Display – Muskegon Country Club. CITY CLERK
 - C. FIRST READING: Amend the City Code of Ordinances – Bike Riding Prohibited in Specified Areas. CITY CLERK
 - D. Sale of Buildable Vacant Lot at 340 Meeking. PLANNING & ECONOMIC DEVELOPMENT
 - E. Sale of an Unbuildable Vacant Lot at Block 650 Lot 2. PLANNING & ECONOMIC DEVELOPMENT
 - F. FIRST READING: Zoning Ordinance Amendment for Veterinary Clinics, Without Outdoor Kennels. PLANNING & ECONOMIC DEVELOPMENT
 - G. Aggregates, Highway Maintenance Materials and Concrete. PUBLIC WORKS
 - H. City – MDOT Agreement for Park St., Young Ave. to Laketon Avenue. ENGINEERING
- ❑ **PUBLIC HEARINGS:**
- ❑ **COMMUNICATIONS:**
- ❑ **CITY MANAGER'S REPORT:**
- ❑ **UNFINISHED BUSINESS:**

❑ **NEW BUSINESS:**

- A. Agreement with Digital Spectrum Enterprises, Inc. (DSE) to Manage PEG Channel 77. ASSISTANT CITY MANAGER
- B. FIRST READING: Rezoning Request for Properties Located Within 'Area 12'. PLANNING & ECONOMIC DEVELOPMENT
- C. Consideration of Bids: Ireland Ave, Franklin St. to Davis St. & Franklin St., Laketon Ave. to Ireland Ave. ENGINEERING
- D. Consideration of Bids: Fair Avenue, Torrent Street to Addison Street. ENGINEERING
- E. Consideration of Bids: Fifth Avenue, Campus Ave. to Merrill Ave. ENGINEERING
- F. Concurrence With the Housing Board of Appeals Notice and Order to Demolish the Following: PUBLIC SAFETY
 - 1. 1376 Sanford
 - 2. 104 Catherine (Garage) – Area 11
 - 3. 22 E. Muskegon
 - 4. 252 Allen – Area 11
 - 5. 1123 Chestnut – Area 11

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

❑ **CLOSED SESSION:** To discuss collective bargaining.

- *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.)

❑ **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: May 24, 2005
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Commission Worksession that was held on Monday, May 9, 2005; and the Regular Commission Meeting that was held on Tuesday, May 10, 2005.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 24, 2005

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, May 24, 2005.

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

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Bill Larson, Commissioner Kevin Davis, Stephen Gawron, Clara Shepherd, Lawrence Spataro, and Chris Carter, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Gail Kunding.

2005-47 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Commission Worksession that was held on Monday, May 9, 2005; and the Regular Commission Meeting that was held on Tuesday, May 10, 2005.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. 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. The insurance coverage has been approved.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

C. FIRST READING: Amend the City Code of Ordinances – Bike Riding Prohibited in Specified Areas. CITY CLERK

SUMMARY OF REQUEST: To amend the City Code of Ordinances to repeal and reserve

Chapter 92, Sec. 92-33, section 6.32, bike riding prohibited in specified areas.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the ordinance change.

D. Sale of Buildable Vacant Lot at 340 Meeking. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant buildable lot at 340 Meeking Street to Urban Development and Construction Company, LLC, 109 E. Laketon Ave., Muskegon, MI. The lot is 100 x 134 ft. and is being offered to Urban Development and Construction Company, LLC for \$6,750. Urban Development and Construction Company, LLC will be constructing a 3 bedroom, single family home with a two stall garage, which will comply with the City's Policy for Sale of City-Owned Residential Property. The True Cash Value for the property listed in the Assessor's Office is \$9,000, so our price is set at \$6,750 which is 75% of that amount.

FINANCIAL IMPACT: The sale of this lot for construction of 1 (one) new 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 Clerk to sign said resolution and deed.

E. Sale of an Unbuildable Vacant Lot at Block 650 Lot 2. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant unbuildable lot at Blk 650 Lot 2 to Ivan and Sandra Sanford, 2521 McCracken St., Muskegon, MI. The property is being offered to Mr. and Mrs. Sanford to help clear their property title for \$1. According to the County Treasurer, the property taxes for the lot went unpaid in 1988 only. The property went up for tax sale and the City obtained the lot in 1995 from the State. The State had deeded a few properties at that time that had been redeemed by the property owner to the City, but this property was not one of them. A previous City employee drafted a memo in 1996 stating that they felt the deed was incorrect due to information they had at that time. The property had been changed to being owned by Mr. and Mrs. Sanford and combined with their property located at 2521 McCracken St. by the City Assessor's Office. They have paid all the property taxes from 1989 to current, maintained the property, and paid the special assessment. They are working on refinancing their home and it was found that the City was deeded the property in 1995.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and to authorize both the Mayor and the Clerk to sign said resolution and deed in order to clear this up.

F. FIRST READING: Zoning Ordinance Amendment for Veterinary Clinics, Without Outdoor Kennels. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Section 1101 of Article XI (B-2, Convenience and Comparison Business Districts) to add veterinary clinics, without outdoor kennels, under Special Land Uses.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance to add language regarding veterinary clinics, without outdoor kennels.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their 5/12/05 meeting. The vote was unanimous.

G. Aggregates, Highway Maintenance Materials and Concrete. PUBLIC WORKS

SUMMARY OF REQUEST: Award bid to supply H1 and H2 limestone chip blend to Verplank Trucking Company. Award bid to supply road slag to Verplank Trucking Company. Award bid to supply Sylvax patching material to Asphalt Paving, Inc. Award bid to supply bituminous asphalt product to Asphalt Paving, Inc. Award bid to supply Calcium Chloride 38% (road brine) and 32% (winter salting) to Liquid Dustlayer, Inc. Award bid to supply screened top soil to Verplank Trucking Company. Award bid to supply 7-sack mix concrete to Port City Redi-Mix Company; contingent upon product availability, timely deliveries, and prices as quoted.

FINANCIAL IMPACT: \$137,000 based on 2004 quantities at 2005 quotes.

BUDGET ACTION REQUIRED: None, monies appropriated in several budgets.

H. City – MDOT Agreement for Park St., Young Ave. to Laketon Avenue. ENGINEERING

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

FINANCIAL IMPACT: MDOT's participation is estimated at \$159,450 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, is \$181,400.

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.

Motion by Commissioner Gawron, second by Commissioner Carter to approve the Consent Agenda as presented.

ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis

Nays: None

MOTION PASSES

2005-48 NEW BUSINESS:

A. Agreement with Digital Spectrum Enterprises, Inc. (DSE) to Manage PEG Channel 77. ASSISTANT CITY MANAGER

SUMMARY OF REQUEST: To authorize the Mayor to sign a one-year agreement between the City of Muskegon and Digital Spectrum Enterprises, Inc. to manage the City's Public Education & Government (PEG) Channel (77) provided through the Cable Franchise Agreement.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval.

Motion by Vice Mayor Larson, second by Commissioner Spataro to approve the agreement with Digital Spectrum Enterprises to manage the City's Public Education & Government Channel 77.

**ROLL VOTE: Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis, and Gawron
Nays: None**

MOTION PASSES

B. FIRST READING: Rezoning Request for Properties Located Within 'Area 12'. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to rezone multiple properties located within 'Area 12' (bounded generally by Laketon Avenue, Glade Street, 9th Street, Western Avenue, Lakeshore Drive, Southern Avenue, and Franklin Street).

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 5/12/05 meeting.

Motion by Commissioner Gawron, second by Commissioner Spataro to approve the rezoning request for properties located within "area 12".

**ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson
Nays: None**

MOTION PASSES

C. Consideration of Bids: Ireland Ave, Franklin St. to Davis St. & Franklin St., Laketon Ave. to Ireland Ave. ENGINEERING

SUMMARY OF REQUEST: The reconstruction as well as underground utilities upgrade contract (H-1600) on Ireland Avenue between Franklin Street and Davis Street and (H-

1602) on Franklin Street between Laketon Avenue and Ireland Avenue be awarded to McCormick Sand, Inc. out of Shelby, MI. McCormick Sand, Inc. was the lowest responsible bidder with a bid price of \$362,361.59.

FINANCIAL IMPACT: The construction cost of \$362,361.59 plus related engineering expenses.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to McCormick Sand, Inc.

Motion by Vice Mayor Larson, second by Commissioner Davis to award the contract for Ireland Avenue between Franklin Street and Davis Street and on Franklin Street between Laketon Avenue and Ireland Avenue to McCormick Sand, Inc.

ROLL VOTE: Ayes: Spataro, Warmington, Carter, Davis, Gawron, Larson, and Shepherd

Nays: None

MOTION PASSES

D. Consideration of Bids: Fair Avenue, Torrent Street to Addison Street. ENGINEERING

SUMMARY OF REQUEST: The paving as well as sanitary sewer upgrade contract (H-1598) on Fair Avenue between Torrent Street and Addison Street be awarded to Schultz Excavating, Inc., out of Ludington, MI. Schultz Excavating, Inc., was the lowest responsible bidder with a bid price of \$112,618.85.

FINANCIAL IMPACT: The construction cost of \$112,618.85 plus related engineering expenses.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to Schultz Excavating, Inc.

Motion by Commissioner Spataro, second by Vice Mayor Larson to award the contract for Fair Avenue, Torrent Street to Addison Street to Schultz Excavating, Inc.

ROLL VOTE: Ayes: Warmington, Carter, Davis, Gawron, Larson, Shepherd, and Spataro

Nays: None

MOTION PASSES

E. Consideration of Bids: Fifth Street, Campus Ave. to Merrill Ave. ENGINEERING

SUMMARY OF REQUEST: The paving as well as underground utilities upgrade contract (H-1599) on Fifth Street, between Campus Avenue and Merrill Avenue be awarded to Schultz Excavating, Inc., out of Ludington, MI. Schultz Excavating, Inc., was the lowest responsible bidder with a bid price of \$349,006.25.

FINANCIAL IMPACT: The construction cost of \$349,006.25 plus related engineering expenses.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to Schultz Excavating, Inc.

Motion by Vice Mayor Larson, second by Commissioner Gawron to award the contract for Fifth Street, Campus Avenue to Merrill Avenue to Schultz Excavating, Inc.

ROLL VOTE: Ayes: Carter, Davis, Gawron, Larson, Shepherd, Spataro, and Warmington

Nays: None

MOTION PASSES

F. Concurrence With the Housing Board of Appeals Notice and Order to Demolish the Following: PUBLIC SAFETY

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within thirty days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

1376 Sanford

1376 Sanford was withdrawn by staff.

252 Allen – Area 11

FINANCIAL IMPACT: CDBG Funds.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish.

1123 Chestnut – Area 11

FINANCIAL IMPACT: CDBG Funds.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish.

Motion by Commissioner Spataro, second by Commissioner Shepherd to concur with the Housing Board of Appeals notice and order to demolish 252 Allen and 1123 Chestnut.

ROLL VOTE: Ayes: Davis, Gawron, Larson, Shepherd, Spataro, Warmington, and Carter

Nays: None

MOTION PASSES

104 Catherine (Garage) – Area 11

FINANCIAL IMPACT: CDBG Funds.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish.

Motion by Commissioner Spataro, second by Vice Mayor Larson to concur with the Housing Board of Appeals notice and order to demolish the garage at 104 Catherine.

ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis

Nays: None

MOTION PASSES

22 E. Muskegon

FINANCIAL IMPACT: CDBG Funds.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish.

Motion by Commissioner Shepherd, second by Vice Mayor Larson to concur with the Housing Board of Appeals notice and order to demolish 22 E. Muskegon.

ROLL VOTE: Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis, and Gawron

Nays: None

MOTION PASSES

2005-49 CLOSED SESSION: To discuss collective bargaining.

Motion by Commissioner Spataro, second by Commissioner Carter to go into Closed Session to discuss collective bargaining at 6:27 p.m.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Commissioner Carter to go back into Open Session at 6:57 p.m.

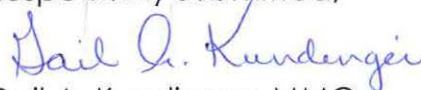
ROLL VOTE: Ayes: Spataro, Warmington, Carter, Davis, Gawron, Larson, and Shepherd

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 6:58 p.m.

Respectfully submitted,



Gail A. Kundinger, MMC
City Clerk



City of
Muskegon
State of Michigan

- WHEREAS, Zion Tabernacle House of God, 1282 Fourth Street, located in the City of Muskegon, will hold a Pre-Memorial Day Service at 11:00 a.m. on Sunday, May 29, 2005; and
- WHEREAS, this service will honor the memory of all who, on our behalf, have answered our nation's call to serve in the Armed Services and/or have answered our community's call to serve in a peacekeeping role; and
- WHEREAS, this service will mourn the loss of life, be it through service to country or community, or any unnecessary act of violence; and
- WHEREAS, this service will recollect our past and encourage continued efforts by church, community, and government in the pursuit of peace among mankind; and
- WHEREAS, the City of Muskegon desires to acknowledge this special service, a first for the Tabernacle.
- NOW, THEREFORE, BE IT RESOLVED, that the City of Muskegon hereby recognizes Zion Tabernacle House of God for its first Pre-Memorial Day Service and encourages the community's participation.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Muskegon to be affixed this 24th day of May, 2005.

Stephen J. Warmington

Date: May 24, 2005
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, 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. The insurance coverage has been approved.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

APPLICATION FOR FIREWORKS DISPLAY PERMIT

☒ PUBLIC DISPLAY		☐ AGRICULTURAL PEST CONTROL	Date of Application <i>4/5/05</i>
Name of Applicant <i>MELROSE PYROTECHNICS, INC.</i>	Address <i>P.O. BOX 302, KINGSBURY, IN 46345</i>		Age (18 or over)
If a Corporation, Name of President <i>MICHAEL CARTOLANO</i>	Address <i>P.O. BOX 302, KINGSBURY, IN 46345</i>		
If a Non-resident Applicant: Name of MI Attorney or Resident Agent <i>MIKE VAN LOO</i>	Address <i>P.O. BOX 123, BELDING, MI 48809</i>		Phone No. <i>(616) 794-0205</i>
Name of Pyrotechnic Operator <i>MIKE VAN LOO</i>	Address <i>P.O. BOX 123, BELDING, MI 48809</i>		Age (18 or over) <i>35</i>
No. Years Experience No. Displays <i>14 YEARS 250+</i>	Where <i>MICHIGAN, ILLINOIS, INDIANA, KENTUCKY, OHIO</i>		
Name of Assistant: <i>JOHN KLAPKO</i>	Address <i>P.O. BOX 123, BELDING, MI 48809</i>		Age <i>41</i>
Name of Other Assistant: <i>SCOTT FERMAN</i>	Address <i>P.O. BOX 123, BELDING, MI 48809</i>		Age <i>37</i>
Exact Location of Proposed Display <i>Muskegon County Club grounds</i>			
Date of Proposed Display <i>July 4, 2005</i>		Time of Proposed Display <i>Dusk</i>	
No. Of Fireworks	Kind of Fireworks to be Displayed		
<i>Approximately 1,200</i>	<i>Aerial display shells ranging in size from 1 1/4 inches to 8 inches in diameter</i>		
Manner & Place of Storage Prior to Display (Subject to Approval of Local Fire Authorities) <i>NO STORAGE NECESSARY, DELIVERED ON DATE OF DISPLAY</i>			
Amount of Bond of Insurance (to be set by local gov't) <i>\$5,000,000.00</i>		Name of Bonding Corporation or Insurance Company <i>BRITTON-GALLAGHER & ASSOCIATES</i>	
Address of Bonding Corporation or Insurance Company <i>6240 SOM CENTER RD., CLEVELAND, OH 44139</i>			
Signature of Applicant <i>Wanda Schoof</i> <i>For Melrose Pyrotechnics, Inc.</i>			

SEE OTHER SIDE FOR INSTRUCTIONS

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

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

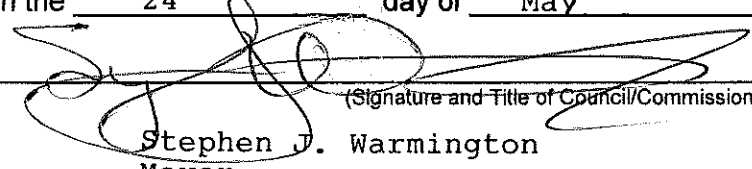
☐ AGRICULTURAL PEST CONTROL

Issued To <i>MELROSE PYROTECHNICS, INC.</i>		Age (18 or over)
Address <i>P.O. BOX 123, BELDING, MI 48809</i>		
Name of Organization, Group, Firm, or Corporation <i>Muskegon Country Club</i>		
Address <i>2801 Lakeshore Drive, Muskegon, MI</i>		
Number and Types of Fireworks <i>Approximately 1,200 aerial display shells ranging in size from 1 1/4 inches to 8 inches in diameter</i>		
Exact Location of Display <i>2801 Lakeshore Drive</i>		
City, Village, Township <i>Muskegon</i>	Date <i>July 4, 2005</i>	Time <i>Dusk</i>
Bond or Insurance Filed? ☒ Yes ☐ No		Amount <i>\$5,000,000.00</i>

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

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

on the 24th day of May, 2005


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

AUTHORITY: 1968 PA 358
COMPLIANCE: Required
PENALTY:

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
4/20/2005**PRODUCER**
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139THIS 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 Ins Company
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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO- JECT ☐ LOC	2831404	4/1/2005	1/15/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	CA62659312	4/1/2005	1/15/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$
C	☒ EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE ☒ RETENTION \$ 10,000	ULP0005662	4/1/2005	1/15/2006	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	401X5907	4/1/2005	4/1/2006	☒ WC STATU- TORY LIMITS ☐ OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

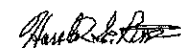
DISPLAY DATE: July 4, 2005

LOCATION: Muskegon Country club - Muskegon, Michigan

ADDITIONAL INSURED: Muskegon Country Club; City of Muskegon, Michigan; Mr. Ron Whorton

CERTIFICATE HOLDERMuskegon 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



Date: May 24, 2005
To: Honorable Mayor and City Commissioners
From: Gail Kunding, City Clerk
RE: Amend the City Code of Ordinances

SUMMARY OF REQUEST: To amend the City Code of Ordinances to repeal and reserve Chapter 92, Sec. 92-33, section 6.32, bike riding prohibited in specified areas.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the ordinance change.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2151

An ordinance to repeal and reserve Chapter 92, Sec. 92-33, section 6.32 (Riding prohibited in specified areas) of the City of Muskegon Code of Ordinances.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 92, Sec. 92-33, section 6.32 (Riding prohibited in specified areas) of the City of Muskegon Code of Ordinances is hereby repealed and reserved.

This Ordinance adopted:

Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis

Nays: None

Adoption Date: May 24, 2005

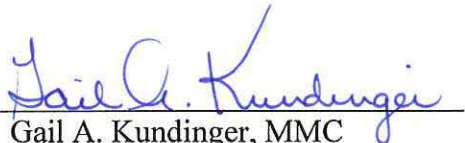
Effective Date: June 11, 2005

First Reading: May 24, 2005

Second Reading: N/A

CITY OF MUSKEGON

By: _____


Gail A. Kunderger, MMC
City Clerk

CERTIFICATE

The undersigned, being 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 24th day of May, 2005, 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 Clerk's Office. 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 require thereby.

DATED: May 24, 2005


Gail A. Kunderger, MMC
Clerk, City of Muskegon

shall assign a number to each bicycle so registered and delivery to the applicant a license plate bearing the number so assigned. Such license plate shall be firmly attached to the rear of the bicycle and shall be valid for that bicycle only and shall not be transferred from one bicycle to another. Upon assigning such number and issuance of such plate, the number of such bicycle shall be stamped upon the framework of the bicycle so registered.

- (2) All bicycle license plates shall remain the property of the city, and the chief of police or any of the policemen of the city are hereby authorized to confiscate and take possession and custody of any such plate attached to any such bicycle for which it was not issued, or when the person to whom the plate was issued has made or is making unlawful use thereof.
- (3) In the event of the loss of a plate issued under this section, a duplicate plate may be obtained by paying the cost thereof to the city.
- (4) A person who violates this section is responsible for a civil infraction.

Section 6.30. After section 6.29, add section 6.30 as follows:

Section 6.30. Removal, alteration, etc., of license or frame number, license plate, seal, etc.

- (1) It shall be unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter the number of any bicycle frame registered pursuant to the article. It shall be unlawful for any person to remove, destroy, mutilate or alter any bicycle license plate, seal or registration card during the time in which such license plate, seal or registration card is operative. Nothing in this section shall prohibit the police department from stamping numbers on the frames of bicycles on which no serial number can be found, or on which such number is illegible or insufficient for identification purposes.
- (2) The police department is herewith empowered and authorized to impound any unlicensed bicycle or any bicycle found with the license or frame number removed, destroyed, mutilated or altered until such time as the person in possession, or the owner of the bicycle, can prove ownership. In the event proper ownership is not proven within 60 days after the date of impoundment, the bicycle can be sold at public auction.
- (3) A person who violates this section is responsible for a civil infraction.

Section 6.31. After section 6.30, add section 6.31 as follows:

Section 6.31. Riding prohibited on limited access or multilane roadway.

- (1) No person shall ride any bicycle on Apple Avenue, Laketon Avenue, Webster Avenue, Muskegon Avenue, Sherman Boulevard, Seaway Drive, or any other limited access or multilane roadway within the city, where parking has been prohibited. Any person operating along these routes shall be required to use the pedestrian walkway adjacent thereto.
- (2) A person who violates this section is responsible for a civil infraction.

Section 6.32. After section 6.31, add section 6.32 as follows:

Section 6.32. Riding prohibited in specified areas.

- (1) No person shall ride any bicycle anywhere in the following area: that area bounded on the north and south by Western Avenue and Clay Avenue and their adjacent sidewalks, both inclusive, and bounded on the east and west by Pine Street and Fourth Street, and their adjacent sidewalks, both inclusive. This same prohibition upon riding shall extend to the easterly side of Jefferson Street and its adjacent sidewalk between Clay Avenue and Webster Avenue.
- (2) A person who violates this section is responsible for a civil infraction.

Section 6.33. After section 6.32, add section 6.33 as follows:

Section 6.33. Operation in dangerous districts.

- (1) If the safety of the operator of a bicycle, the condition of the sidewalk or highway, the foot or vehicular traffic, including the safety of pedestrians, is such in any district as to require the operator of the bicycle to dismount and push the vehicle or to avoid such district in the exercise of ordinary caution and prudence, it shall be the duty of such operator of any bicycle to dismount and push the same through such dangerous district or to avoid the district entirely while it is unsafe for the operation of such bicycle.
- (2) A person who violates this section is responsible for a civil infraction.

Section 6.34. After section 6.33, add section 6.34 as follows:

Section 6.34. Pedal bicycle with helper motor not to be ridden on sidewalks.

- (1) No person shall ride a pedal bicycle with helper motor on city sidewalks.
- (2) A person who violates this section is responsible for a civil infraction.

Section 6.35. After section 6.34, add section 6.35 as follows:

Section 6.35. Racing and trick riding.

- (1) It shall be unlawful for any person riding a bicycle to race with any other person riding a bicycle, to ride without using both hands on handlebars, or to indulge in other trick riding upon any streets, sidewalks, avenues, lanes, alleys, parks, bridges or other public places within the city.
- (2) A person who violates this section is responsible for a civil infraction.

Section 6.36. After section 6.35, add section 6.36 as follows:

Section 6.36. Riding abreast, curving to and fro.

- (1) It shall be unlawful to ride abreast on bicycles upon any highway or public street, or to ride curving to and fro thereon. It shall be unlawful for bicycles to be ridden abreast on the sidewalks of the city, except when passing.
- (2) A person who violates this section is responsible for a civil infraction.

State law reference(s)--Riding abreast on highways, MCL 257.660(2).

Section 6.37. After section 6.36, add section 6.37 as follows:

Section 6.37. Riding on private property.

- (1) No person riding a bicycle shall ride the same upon or across the private property of another person without the permission of the owner of such property or the

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on May 24, 2005, the City Commission of the City of Muskegon adopted an ordinance to repeal and reserve Chapter 92, Sec. 92-33, section 6.32 (Bike riding prohibited in specified areas) of the City of Muskegon Code of Ordinances.

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 1, 2005.

CITY OF MUSKEGON

By: _____
Gail A. Kunding, MMC
City Clerk

Commission Meeting Date: May 24, 2005

Date: May 6, 2005

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department *CBC*

RE: Sale of Buildable Vacant Lot at 340 Meeking

SUMMARY OF REQUEST:

To approve the sale of a vacant buildable lot at 340 Meeking Street (Parcel #24-613-000-0689-00) to Urban Development and Construction Company, LLC, 109 E. Laketon Ave, Muskegon, MI. The lot is 100 x 134 ft. (13,400 sq. ft.) and is being offered to Urban Development and Construction Company, LLC for \$6,750. Urban Development and Construction Company, LLC will be constructing a 3 bedroom, single family home with a two stall garage, which will comply with the City's Policy for Sale of City-Owned Residential Property. The True Cash Value (TCV) for the property listed in the Assessor's office is \$9,000, so our price is set at \$6,750 which is 75% of that amount.

FINANCIAL IMPACT:

The sale of this lot for construction of 1 (one) new 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 Clerk to sign said resolution and deed.

COMMITTEE RECOMMENDATION:

None.

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT AT 340
MEEKING STREET IN MARQUETTE NEIGHBORHOOD FOR \$6,750.

WHEREAS, Urban Development and Construction Company, LLC has placed a \$400
deposit for the parcel designated as parcel number 24-613-000-0689-00, located at 340
Meeking Street; and

WHEREAS, the price for parcel number 24-613-000-0689-00 is set by the City at
\$6,750, 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.

NOW THEREFORE BE IT RESOLVED, that parcel number 24-613-000-0689-00,
located at 340 Meeking Street be sold to Urban Development and Construction
Company, LLC for \$6,750.

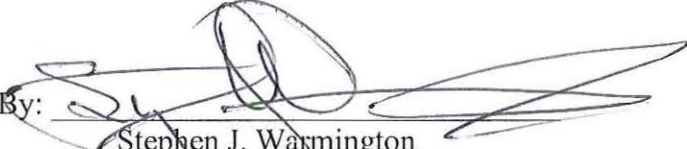
**CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 4 S ½ OF LOT 688 &
ALL LOTS 689**

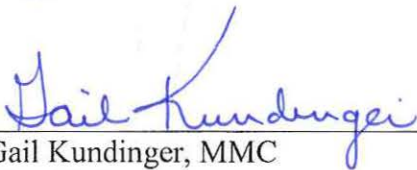
Adopted this 24th day of May, 2005.

Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis

Nays: None

Absent: None

By: 
Stephen J. Warmington
Mayor

Attest: 
Gail Kunding, MMC
City Clerk

CERTIFICATION
2005-47(d)

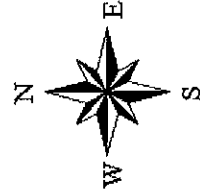
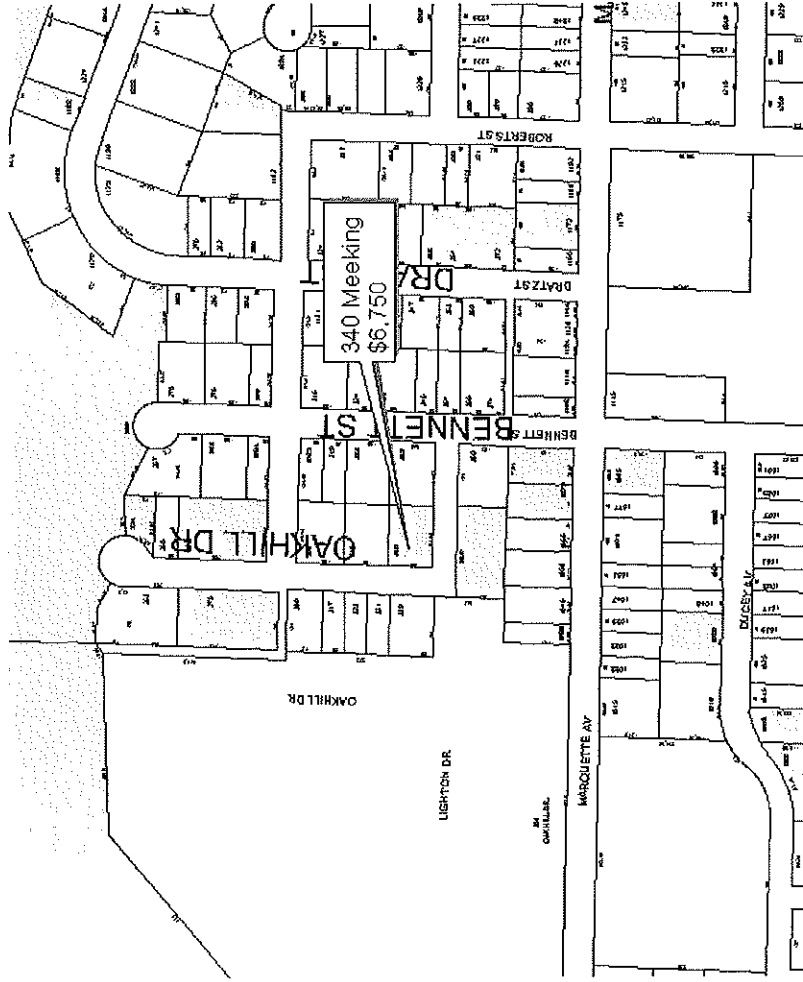
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 24, 2005.

By:

A handwritten signature in blue ink, appearing to read "Gail Kunding", is written over a horizontal line.

Gail Kunding, MMC
City Clerk

City-Owned Property to Sell



REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made May 24, 2005, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **Urban Development and Construction Company, LLC**, a Michigan limited liability company, of 109 E. Laketon Avenue, Muskegon, Michigan 49442 ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy 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, the real property located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 4, LOT 688 & ALL
OF LOT 689

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 Six Thousand Seven Hundred Fifty and no/100 Dollars (\$6,750.00).

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's attorney, ten (10) days prior to closing, a commitment for title insurance, issued by Land America Transnation Title Insurance 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 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. Buyer further covenants that the home shall be owner occupied for five (5) years after the closing. 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 SUBSTANCES ARE FOUND.

8. **Real Estate Commission.** Buyer and Seller both acknowledge and agree that neither has dealt with any real estate agents, brokers or salespersons regarding this sale, and that no agent, broker, salesperson or other party is entitled to a real estate commission upon the closing of this sale. Buyer and Seller both agree to indemnify and hold the other harmless from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for a real estate commission arising from actions taken by the other party.

9. **Closing.** The closing date of this sale shall be on or before _____, 2005 ("Closing"). The Closing shall be conducted at Land America Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

10. **Delivery of Deed.** Seller shall execute and deliver a quit claim deed to Buyer at Closing for the Premises.

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

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

13. **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.

14. **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 the day and year first above written.

WITNESSES:

Linda Potter
Linda Potter

JoAnn Krukowski
JoAnn Krukowski

SELLER: CITY OF MUSKEGON

By [Signature]
Stephen L. Warrington, Mayor

Gail A. Kunding
Gail A. Kunding, MMC, Clerk

BUYER: URBAN DEVELOPMENT AND
CONSTRUCTION COMPANY, LLC

Dan Mitchell

[Signature]

[Signature] Pres UDC

By: Paul Witek

Its: Member

EIN# : _____

Clerk

2005-47(1)
5-24-05

ACCOMMODATION LETTER

Date: June 06 2005
RE: 340 Meeking Street
Muskegon, MI 49442
Escrow No.: MUS438570

We, the undersigned buyers and sellers, herein acknowledge and agree that the closing, held as of this date, on the above captioned property, is not being disbursed, and will not be considered complete until the following requirements have been met:

Holding in Accommodation until receipt of funds from Scott Lubber at Fifth Third.
Scott is financing 100% of Construction which includes purchase of land.

If the above requirements have not been fulfilled by 06/30/2005 papers signed today and will be null and void and all monies will be returned to the remitter(s). Upon making such delivery, and performance of any other services included above, you will thereupon be released and acquitted from any further liability concerning the deposit, it being expressly understood that liability in any event is limited by the terms and conditions set forth herein. By acceptance of this agency, you are in no way assuming any responsibility for the validity or authenticity of the subject matter of the deposit.

The undersigned further agree to hold harmless Transnation Title Insurance Company for loss or damage resulting from the failure to perform.

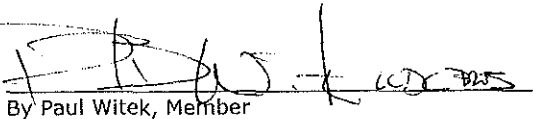
The City of Muskegon


By Hope Mitchell, Assistant City Planner

Closing Agent:

Lender and/or Broker:

Urban Development and Construction Co., LLC


By Paul Witek, Member

DELIVERY INSTRUCTIONS:

Buyers: ☐ Mail ☐ Delivery by Salesperson ☐ Pickup
Sellers: ☐ Mail ☐ Delivery by Salesperson ☐ Pickup
Listing Commission: ☐ Pickup ☐ Deliver
Selling Commission: ☐ Pickup ☐ Deliver

**ACKNOWLEDGEMENT OF HOMEOWNER'S PRINCIPLE RESIDENCE EXEMPTION
AFFIDAVIT AND REQUEST TO RESCIND HOMESTEAD EXEMPTION AND PROPERTY
TRANSFER AFFIDAVIT**

Date: June 06, 2005

Commitment No.: MUS438570

Property: 340 Meeking Street, Muskegon, MI 49442

The undersigned hereby acknowledges receipt of Property Transfer Affidavit form (Michigan Department of Treasury Form No. L-4260) as same is required by Public Act 415 of 1994 which imposes obligations on buyers/transferees to file said form within 45 days of the date of transfer. The undersigned further acknowledges that Transnation Title Insurance Company is under no obligation to provide said form but does as an accommodation to the undersigned. The undersigned assumes all liability relative to compliance with the Act and, accordingly, holds the Company harmless from and against any liability relative thereto.

Please check one of the following:

☐ The undersigned do not request that Transnation Title Insurance Company file the form on their behalf.

☒ The undersigned have fully and properly completed the form and request that Transnation Title Insurance Company mail the form by first class mail and acknowledges that the Company shall not be liable in the event that any of the information provided on said form is inaccurate or incomplete, or in the event that said form is not received or properly processed by the local tax collecting unit.

The undersigned hereby acknowledge receipt of the Homeowner's Principle Residence Exemption Affidavit (Michigan Department of Treasury Form No. 2368) as same is required by Public Act 415 of 1994 which imposes obligations on Purchasers/Transferees to file the form within 45 days of the date of transfer. The undersigned further acknowledge(s) that Transnation Title Insurance Company is under no obligation to provide said form but does so as an accommodation to the undersigned. The undersigned assume(s) all responsibility relative to compliance with the Act and, accordingly, holds the Company harmless from and against any liability relative thereto.

☒ The undersigned do not request that Transnation Title Insurance Company file the form on their behalf.

☐ The undersigned have fully and properly completed the form and request that Transnation Title Insurance Company mail the form by first class mail and acknowledges that the Company shall not be liable in the event that any of the information provided on said form is inaccurate or incomplete, or in the event that said form is not received or properly processed by the local tax collecting unit.

BUYERS:

Urban Development and Construction Co., LLC


By Paul Witek, Member

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

PROPERTY TRANSFER AFFIDAVIT

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 insure 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 340 Meeking Street	2. County Muskegon	4. Date of Transfer (or land contract was signed) June 6, 2005
3. City/Township/Village of Real Estate City	Township/City/Village Muskegon	5. Purchase Price of Real Estate \$6,750.00
6. Property Identification Number (PIN). If you don't have a PIN, attach a legal description. 61-24-613-000-0689-00,		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, a municipal corporation	8. Buyer's (Transferee) Name and Mailing Address Urban Development and Construction Company, LLC, a Michigan Limited Liability Company 340 Meeking Street 109 LAKEVIEW Muskegon MI 49442	
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 a business. See the back for a complete list.		
9. Type of Transfer?	10. Is the transfer between related persons?	11. Amount of Down Payment
12. If you financed the purchase, did you pay market rate of interest?	13. Amount Financed (Borrowed)	

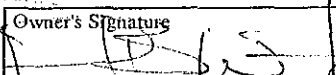
Exemptions

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 settlor or the settlor'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 be best of my knowledge.

Owner's Signature 	Date 6/6/05	If signer is other than the owner, print name and title.
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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 Urban Development and Construction Company, LLC, a Michigan limited liability company, of 109 E. Laketon Avenue, Muskegon, Michigan 49442,

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

CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 4,
SOUTH 1/4 OF LOT 688 & ALL OF LOT 689

for the sum of Six Thousand Seven Hundred Fifty and no/100 Dollars (\$6,750.00)

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 homes and driveways. "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 date of this deed. 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 26th day of May, 2005.

Signed in the presence of:

Linda Potter
Linda Potter

JoAnn Krukowski
JoAnn Krukowski

CITY OF MUSKEGON

By Stephen J. Warmington
Stephen J. Warmington, Its Mayor

and Gail A. Kunder
Gail A. Kunder, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Signed and sworn to before me in Muskegon County, Michigan, on May 26, 2005, by STEPHEN J. WARMINGTON and GAIL A. KUNDER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: John C. Schrier
Parmenter O'Toole

175 W. Apple Avenue/P.O. Box 786
Muskegon, MI 49443-0786
Telephone: 231/722-1621

Linda S. Potter
Linda S. Potter, Notary Public
Acting in the County of Muskegon

Muskegon County, Michigan
My Comm. Expires: 9-25-06

WHEN RECORDED RETURN TO: Grantee

SEND SUBSEQUENT TAX BILLS TO: Grantee

Date: June 06 2005

Commitment No.: MUS438570

Property Address: 340 Meeking Street, Muskegon, Michigan 49442

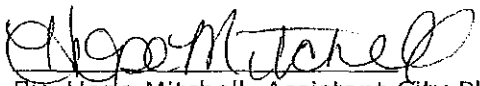
The undersigned hereby acknowledge receipt of a Request to Rescind Homeowner's Principle Residence Exemption Affidavit form (Michigan Department of Treasury Form No. 26092) as same is required by Public Act 237 of 1994.

☒ The undersigned do not request that Transnation Title Insurance Company file the form on their behalf.

☐ The undersigned have fully and properly completed the form and request that Transnation Title Insurance Company file the form with the appropriate local tax collecting unit. The undersigned acknowledges and agrees that the Company will mail the form by first class mail, and that the Company shall not be liable in the event that any of the information provided on said form is inaccurate or incomplete, or in the event that said form is not received or properly processed by the local tax collecting unit.

Sellers:

The City of Muskegon


By Hope Mitchell, Assistant City Planner

BUYERS ACCEPT PROPERTY "AS IS"

Date: June 06, 2005

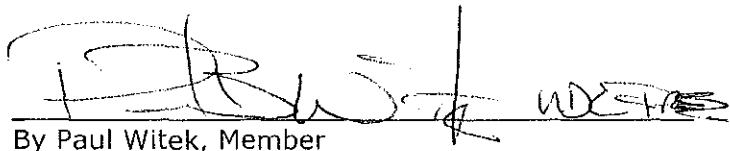
Property: 340 Meeking Street
Muskegon, MI 49442
Commitment No.: MUS438570

We, the undersigned, being the buyers of the above captioned property, understand and acknowledge that Buyer(s) are buying the property in an "AS IS" condition and that neither the Seller(s) nor Realtor make any warranties as to the structure(s) located upon the land purchased or the condition thereof.

Further, the undersigned agree to indemnify, save and hold harmless and Transnation Title Insurance Company, from any responsibility and/or liability, loss or damage relative thereto.

The foregoing agreement is hereby accepted and approved on June 06, 2005.

Urban Development and Construction Co., LLC

A handwritten signature in black ink, appearing to read 'Paul Witek', is written over a horizontal line.

By Paul Witek, Member

CONTINGENCY REMOVAL

Date: June 06, 2005

Property: 340 Meeking Street
Muskegon, MI 49442

Seller(s): City of Muskegon, a municipal corporation

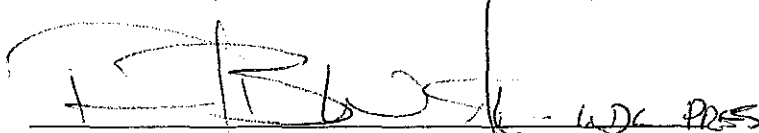
Buyer(s): Urban Development and Construction Company, LLC, a Michigan Limited Liability Company

Commitment No.: MUS438570

In reference to the sales agreement dated 5/24/2005 between the Buyer(s) and Seller(s) herein identified, and all subsequent addendums to that agreement for the property stated above, it is agreed by the Buyer(s) and Seller(s) that all contingencies pursuant to said agreement, have been met, resolved or removed to the satisfaction of all parties concerned.

Further, the undersigned agree to indemnify, save and hold harmless and and Transnation Title Insurance Company, from any responsibility and/or liability, loss or damage relative thereto.

Urban Development and Construction Co., LLC



By Paul Witek, Member

The City of Muskegon



By Hope Mitchell, Assistant City Planner /

Transnation Title Insurance Company
570 Seminole Rd Ste 102
Muskegon, MI 49444

Escrow Officer: Amy Fett

Title No.: MUS438570
Date: 06/06/2005

SELLER'S SETTLEMENT STATEMENT

Seller(s): City of Muskegon, a municipal
corporation

Buyer(s): Urban Development and Construction
Company, LLC, a Michigan Limited Liability
Company

Property: 340 Meeking Street
Muskegon, MI 49442
Muskegon Urban Renewal 4, Lot 688 & 689

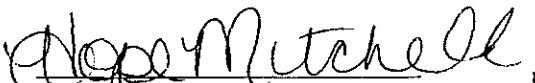
	DEBIT	CREDIT
Contract Sales Price		\$6,750.00
Earnest money held by seller	\$400.00	
Commission Paid at Settlement	\$0.00	
to		
to		
Settlement or closing fee to LandAmerica Transnation	\$125.00	
Title insurance to LandAmerica Transnation	\$214.00	
***** Sub Total	\$739.00	\$6,750.00
Balance Due To Seller	\$6,011.00	
Total	\$6,750.00	\$6,750.00

The above figures do not include sales or use taxes on personal property.

APPROVED AND ACCEPTED

Broker:

The City of Muskegon


By Hope Mitchell, Assistant City Planner

By: _____

Transnation Title Insurance Company
570 Seminole Rd Ste 102
Muskegon, MI 49444

Escrow Officer: Amy Fett

Title No.: MUS438570
Date: 06/06/2005

PURCHASER'S SETTLEMENT STATEMENT

Buyer(s): Urban Development and Construction Company, LLC, a Michigan Limited Liability Company
Seller(s): City of Muskegon, a municipal corporation

Property: 340 Meeking Street
Muskegon, MI 49442

Muskegon Urban Renewal 4, Lot 688 & 689

	DEBIT	CREDIT
Contract Sales Price	\$6,750.00	
Deposit or earnest money		\$400.00
Settlement or closing fee to LandAmerica Transnation	\$125.00	
Recording Fees	\$14.00	
Deed: \$14.00		
Mortgage: \$14.00		
Releases: \$14.00		
***** Sub Total	\$6,889.00	\$400.00
Balance Due From Borrower		\$6,489.00
Total	\$6,889.00	\$6,889.00

The above figures do not include sales or use taxes on personal property.
ACCEPTED AND APPROVED

Urban Development and Construction Co., LLC

Broker:


By Paul Witek, Member

By: _____

SURVEY WAIVER

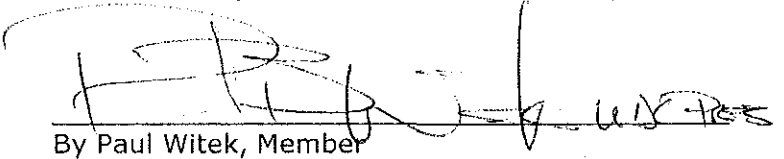
Date: June 06, 2005

Property: 340 Meeking Street
Muskegon, MI 49442
Commitment No.: MUS438570

We, the undersigned, herein acknowledge that we have been strongly advised to obtain a land survey showing the dimensions of the property and the location of all buildings situated thereon. We have agreed, completely of our own volition, not to obtain a survey and wish to complete the transaction without the recommended survey.

Further, the undersigned agree to indemnify, save and hold harmless and Transnation Title Insurance Company, from any responsibility and/or liability, loss or damage concerning or pertaining to survey matters, including but not limited to size of lot or land, location of boundary lines, locations of buildings and encroachments of any kind.

Urban Development and Construction Co., LLC


By Paul Witek, Member

ADDENDUM TO PURCHASE AGREEMENT

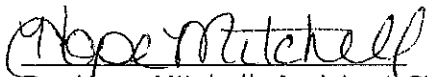
Relative to the Purchase Agreement by and between City of Muskegon, a municipal corporation as Seller(s) and Urban Development and Construction Company, LLC, a Michigan Limited Liability Company as Buyer(s) of property located at 340 Meeking Street, Muskegon, MI 49442 dated May 24, 2005, it is hereby agreed that the said Purchase Agreement is amended as follows:

Closing date shall be June 6, 2005

All other terms and conditions of said Purchase Agreement remain unchanged.

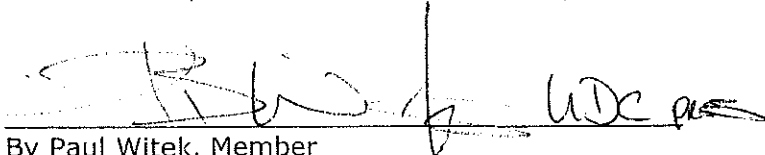
Date: _____

The City of Muskegon



By Hope Mitchell, Assistant City Planner /

Urban Development and Construction Co., LLC



By Paul Witek, Member

Commission Meeting Date: May 24, 2005

Date: May 17, 2005
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Sale of an unbuildable Vacant Lot at Blk 650 Lot 2

SUMMARY OF REQUEST:

To approve the sale of a vacant unbuildable lot at Blk 650 Lot 2 to Ivan and Sandra Sanford, 2521 McCracken St., Muskegon, MI. The property is being offered to Mr. and Mrs. Sanford to help clear their property title for \$1. According to the County Treasurer, the property taxes for the lot went unpaid in 1988 only. The property went up for tax sale and the City obtained the lot in 1995 from the State. The State had deeded a few properties at that time that had been redeemed by the property owner to the City, but this property was not one of them. A previous City employee drafted a memo in 1996 stating that they felt the deed was incorrect due to information they had at that time. The property had been changed to being owned by Mr. and Mrs. Sanford and combined with their property located at 2521 McCracken St. by the City Assessor's Office. They have paid all the property taxes from 1989 to current, maintained the property, and paid the special assessment. They are working on refinancing their home and it was found that the City was deeded the property in 1995.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached resolution and to authorize both the Mayor and the Clerk to sign said resolution and deed in order to clear this up.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2005-47(e)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF AN UNBUILDABLE LOT AT BLK 650 LOT 2 (LOT NEXT TO 2521 MCCRACKEN) LAKESIDE NEIGHBORHOOD FOR \$1.

WHEREAS, Ivan & Sandra Sanford has placed a \$15 deposit for the parcel designated as Blk 650 Lot 2, located adjacent to 2521 McCracken Street; and

WHEREAS, the price for parcel Blk 650 Lot 2 is set by the City at \$1; and

WHEREAS, the sale would clear up the title for 2521 McCracken, which has Blk 650 Lot 2 already combined with it and they owners have maintained the property as well as paid property taxes and special assessments; and

WHEREAS, the sale is consistent with City policy regarding the disposition of unbuildable lots.

NOW THEREFORE BE IT RESOLVED, that parcel Blk 650 Lot 2, located adjacent to 2521 McCracken Street be sold to Ivan and Sandra Sanford for \$1.

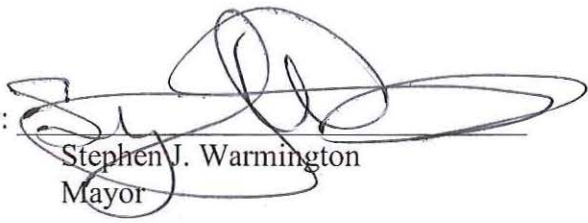
CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 650 LOT 2

Adopted this 24th day of May 2005.

Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis

Nays: None

Absent: None

By: 

Stephen J. Warmington
Mayor

Attest: 

Gail Kunding, MMC
City Clerk

CERTIFICATION
2005-47(e)

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 May 24, 2005.

By: Gail Kunding
Gail Kunding, MMC
City Clerk

2521 McCracken & Bk 650 Lot 2

CUTLER AV

PHILO AV

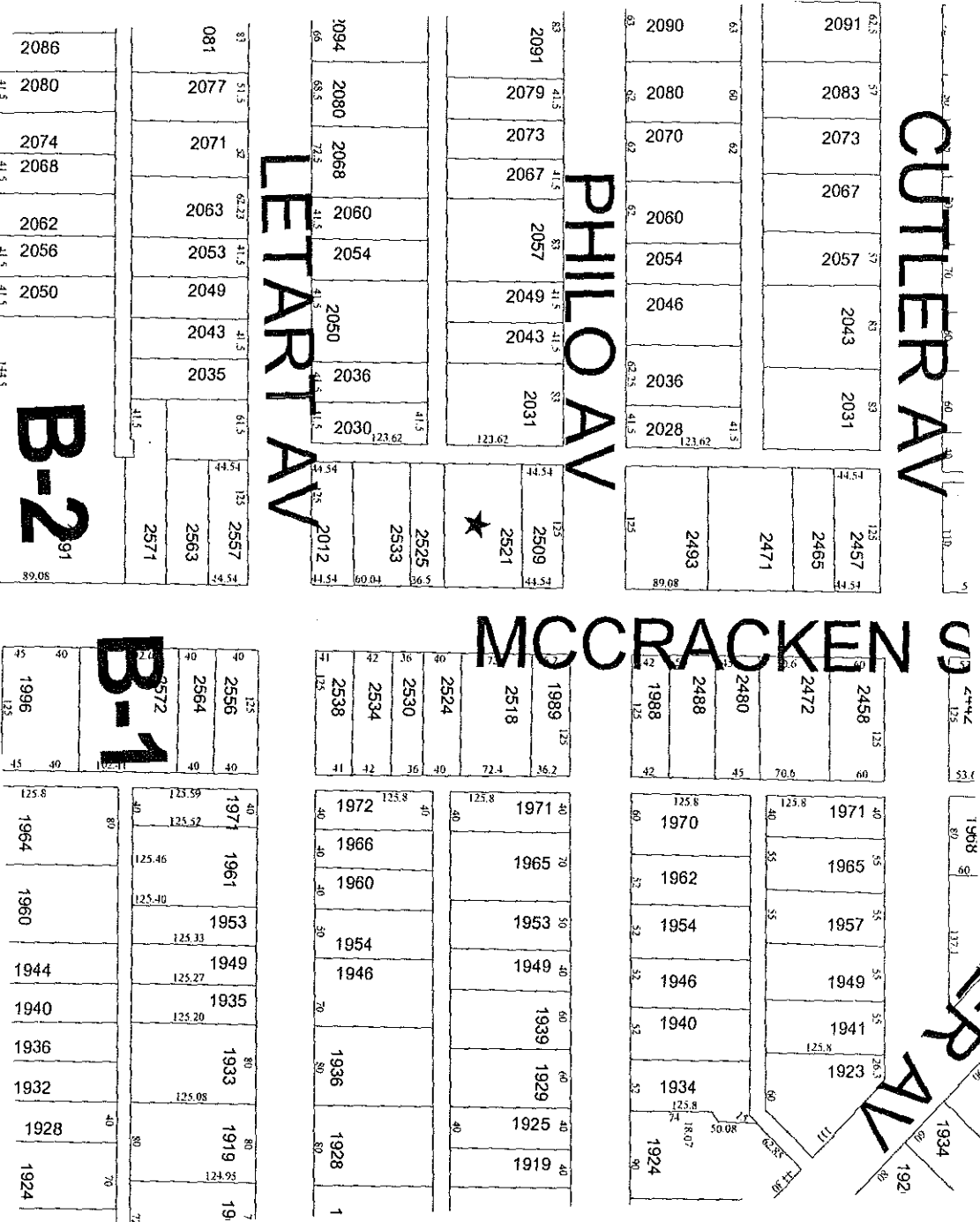
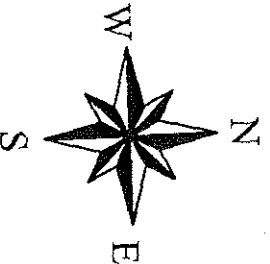
LETART AV

B-2

B-1

MCCRACKEN S

PR AV



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 **IVAN and SANDRA SANFORD**, husband and wife, of 2521 McCracken, Muskegon, Michigan 49441,

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 650 OF LOT 2

for the sum of: One Dollar (\$1.00)

PROVIDED, HOWEVER, If the Grantee or adjoining property owner loses the adjoining property due to foreclosure or non-payment of taxes, the non-buildable lot shall revert to the Grantor. At that point in time when any lien covers both parcels or there are not liens on either parcel, the property owner may request and the Grantor shall agree to waive and terminate the reverter clause.

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 _____ day of _____, 2005.

Signed in the presence of:

Linda Potter
Linda Potter

JO Ann Krukowski
JO Ann Krukowski

CITY OF MUSKEGON

By Stephen J. Warrington, Its Mayor

and Gail A. Kunderger
Gail A. Kunderger, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Signed and sworn to before me in Muskegon County, Michigan, on May 26, 2005 by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

Linda S. Potter
Linda S. Potter, Notary Public
Acting in the County of Muskegon
Muskegon County, Michigan
My Comm. Expires: 9-25-06

PREPARED BY: John C. Schrier
Parmenter O'Toole
175 W. Apple Avenue/P.O. Box 786
Muskegon, MI 49443-0786
Telephone: 231/722-1621

WHEN RECORDED RETURN TO: Grantee

SEND SUBSEQUENT TAX BILLS TO: Grantee

Commission Meeting Date: May 24, 2005

Date: May 3, 2005
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CB*
RE: Zoning Ordinance Amendment for Veterinary Clinics, without outdoor kennels

SUMMARY OF REQUEST:

Request to amend Section 1101 of Article XI (B-2, Convenience and Comparison Business Districts) to add veterinary clinics, without outdoor kennels, under Special Land Uses.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of the Zoning Ordinance to add language regarding veterinary clinics, without outdoor kennels.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 5/12 meeting. The vote was unanimous.

Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING
May 13, 2004

Hearing; Case 2005-16: Staff initiated request to amend Section 1101 of Article XI (B-2, Convenience and Comparison Business Districts) to add veterinary clinics, without outdoor kennels, under Special Land Uses

BACKGROUND

Presently the only zoning that allows veterinary clinics, without outdoor kennels, as a principal use or as a special use, is the B-4, General Business zone. Since a request has been made to locate a veterinary clinic, without outdoor kennels, in an existing building at 1550 W. Sherman Boulevard, staff has investigated whether it makes sense to include this type of business under Special Uses in a B-2 zone. Since the preamble to the B-2 zoning district language states that "All business establishments shall be retail or service establishments dealing directly with consumers. . .", it seems that a veterinary clinic, without outdoor kennels, meets this criteria.

NEW LANGUAGE

Additions are in **Bold** below

Special Land Uses in B-2, Convenience and Comparison Business Districts

Excerpted from Section 1101 (SPECIAL LAND USES PERMITTED):

New #12. **Veterinary clinics , without outdoor kennels.**

DELIBERATION

I move that the amendment to Section 1101 of Article XI (B-2. Convenience & Comparison Business, SPECIAL USES PERMITTED) be recommended to the City Commission for (approval/denial).

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2152

An ordinance to amend Section 1101 (Special Land Uses), of Article XI (B-2, Convenience and Comparison Business Districts) of the City's Zoning Ordinance to add veterinary clinics, without outdoor kennels.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 1101 (Special Land Uses), of Article XI (B-2, Convenience and Comparison Business Districts) of the Zoning Ordinance of the City of Muskegon is hereby amended to add veterinary clinics, without outdoor kennels: (New #12)

12. Veterinary clinics, without outdoor kennels.

(Renumbering)

13. Accessory buildings and accessory uses customarily incidental to any of the above Special Land Uses Permitted.

14. Uses similar to the above Special Land Uses Permitted.

This ordinance adopted:

Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, and Davis

Nayes: None

Adoption Date: May 24, 2005

Effective Date: June 11, 2005

First Reading: May 24, 2005

Second Reading: N/A

CITY OF MUSKEGON

By:


Gail A. Kunderger, MMC,
City Clerk

CERTIFICATE

2005-47(f)

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 24th day of May, 2005, 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: May 24, 2005.



Gail A. Kunderger, MMC
Clerk, City of Muskegon

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

Please take notice that on May 24, 2005, the City Commission of the City of Muskegon adopted an ordinance to amend Section 1101 (Special Land Uses), of Article XI (B-2, Convenience and Comparison Business Districts) of the City's Zoning Ordinance to add veterinary clinics, without outdoor kennels.

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 1, 2005

CITY OF MUSKEGON

By _____
Gail A. Kunding, MMC
City Clerk

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

Account No. 101-80400-5354

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission
FROM: Department of Public Works
DATE: May 24, 2005
SUBJECT: Aggregates, Highway Maintenance Materials and Concrete

SUMMARY OF REQUEST:

Award bid to supply H1 and H2 limestone chip blend to Verplank Trucking Company, PO Box 8, Ferrysburg, MI 49409

Award bid to supply road slag to Verplank Trucking Company, PO Box 8, Ferrysburg, MI 49409

Award bid to supply SylvaX patching material (CP-6 alternative) to Asphalt Paving, Inc., 1000 E. Sherman Boulevard, Muskegon MI 49444-0190

Award bid to supply bituminous asphalt product to Asphalt Paving, Inc., 1000 E. Sherman Boulevard, Muskegon MI 49444-0190

Award bid to supply Calcium Chloride 38% (road brine) and 32% (winter salting) to Liquid Dustlayer, Inc., P.O. Box 188, Manistee, MI 49660

Award bid to supply screened top soil to Verplank Trucking Company, PO Box 8, Ferrysburg, MI 49409

Award bid to supply 7-sack mix concrete to Port City Redi-Mix Company, 1780 Sheridan Road Muskegon, MI 49442; contingent upon product availability, timely deliveries, and prices as quoted.

FINANCIAL IMPACT:

\$137,000 based on 2004 quantities at 2005 quotes.

BUDGET ACTION REQUIRED:

None; monies appropriated in several budgets.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

To: The City Commission Through The City Manager
From: Mohammed Al-Shatel, Deputy Director of Public Works
Date: May 22, 2005
Subject: 2005 Aggregates, Highway Maintenance Materials, and Concrete

Requests for bids to provide road maintenance materials were solicited in *The Chronicle* and from vendors on file. It is recommended that the vendor in bold print supply Public Works with product as needed in 2005. Moneys have been appropriated for these purchases.

500 ton H1 Limestone Chip Blend (\$13.78 in 2004; \$1333)

Verplank Trucking Co. PO Box 8, Ferrysburg, MI 49409 **\$14.25 per ton, delivered**

500 ton H2 Limestone Chip Blend (\$13.78 in 2004; \$0)

Verplank Trucking Co. PO Box 8, Ferrysburg, MI 49409 **\$14.25 per ton, delivered**

9,000 ton Road Slag 22-A Natural (\$8.67 in 2004; \$32,442)

Verplank Trucking Co. PO Box 8, Ferrysburg, MI 49409 **\$9.35 per ton, delivered**

Verplank Trucking Co. PO Box 8, Ferrysburg, MI 49409 **\$8.20 per ton, delivered, gravel**

500 tons Sylvax Patching Materials – UPM-CP-7, or ASTM Specification C-136 #9 or Statite CP-6, or similar product (\$56.00 in 2004; \$4,372)

Asphalt Paving, Inc. 1000 E. Sherman Boulevard, Muskegon MI 49444-0190 **\$51.00 per ton, delivered**

Rieth-Riley Construction Co. 867 Egypt Valley, Ada MI 49301 **\$59.00 per ton, delivered**

200 ton Bituminous Asphalt 4:12, Base (\$35.00 in 2004; \$3295)

Asphalt Paving, Inc. 1000 E. Sherman Boulevard, Muskegon MI 49444-0190 **\$34.00 per ton, picked up**

Rieth-Riley Construction Co. 867 Egypt Valley, Ada MI 49301 **\$28.00 per ton, picked up**

1,000 ton Bituminous Asphalt 4:12, Top (\$35.00 in 2004; \$42,185)

Asphalt Paving, Inc. 1000 E. Sherman Boulevard, Muskegon MI 49444-0190 **\$35.00 per ton, picked up**

Rieth-Riley Construction Co. 867 Egypt Valley, Ada MI 49301 **\$30.00 per ton, picked up**

85,000 gallons Calcium Chloride 38% (road brine) (\$0.39 in 2004; \$26,266)

Liquid Dustlayer, Inc. P.O. Box 188, Manistee, MI 49660 **\$0.39 per gallon, spread**

Michigan Chloride Sales P.O. Box 526, Romeo, MI 48065 **\$0.47 per gallon, spread**

15,000 gallons Calcium Chloride 32% (winter salting) (\$0.32 in 2004; \$950)

Liquid Dustlayer Inc. P.O. Box 188, Manistee, MI 49660 **\$0.32 per gallon, stored**

Michigan Chloride Sales P.O. Box 526, Romeo, MI 48065 **\$0.40 per gallon, stored**

2005 Aggregates, Highway Maintenance Materials, and Concrete

Page 2

May 22, 2005

15,000 gallons Polymer Modified Anionic Asphalt Emulsion (HFST Emulsion)

(\$0.78 in 2002; no bid in 2003; \$0)

No bid

Screened Top Soil (No bid requested in 2004; \$0)

Verplank Trucking Co. PO Box 8, Ferrysburg, MI 49409 **\$11.05 per cubic yard, delivered**

Concrete mix as needed (7 Sack Mix \$64.00* in 2004, \$19,766)

Port City Redi-Mix **\$74.00 per cubic yard, 7 Sack Mix, delivered***

1780 Sheridan Road, Muskegon, MI 49442

Consumers Concrete \$76.00 per cubic yard, 7 Sack Mix, delivered

4400 E. Evanston Avenue, Muskegon MI 49442

Mt. Hope Redi-Mix, LLC \$79.50 per cubic yard, 7 Sack Mix, delivered

19126 174th Avenue, Spring Lake, MI 49456

*The 7-sack mix is the most commonly used product. It should be noted that concrete purchases may include several miscellaneous charges, including, but not limited to, hot water, chloride, small loads, second drops, winter price, extra unload time. Purchases will be made from recommended bidder, contingent upon product availability, timely deliveries, and prices as quoted.

Date: May 24, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: City – MDOT Agreement for:
Park St., Young Ave. to Laketon Ave.

SUMMARY OF REQUEST:

To approve the attached contract with MDOT for the reconstruction of Park St. from Young Ave. to Laketon Ave. and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

MDOT's participation is estimated at \$159,450 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, is \$181,400.

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 2005-47(h)

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE RECONSTRUCTION OF PARK ST. FROM YOUNG AVE. TO LAKETON AVE. ALONG WITH SOME WATER MAIN AND SANITARY SEWER WORK TOGETHER WITH THE NECESSARY RELATED WORK AND AUTHORIZATION FOR MAYOR STEPHEN J. WARMINGTON AND CITY CLERK GAIL A KUNDINGER TO EXECUTE SAID CONTRACT

Moved by Commissioner Gawron and supported by

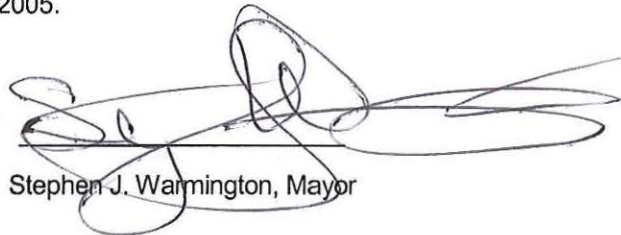
Commissioner Carter that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **05-5151** between the Michigan Department of Transportation and the City of Muskegon for the reconstruction of Park St. from Young Ave. to Laketon Ave. within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **05-5151** 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.

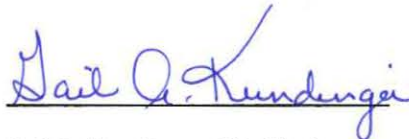
Adopted this 24th day of May, 2005.

BY



Stephen J. Warmington, Mayor

ATTEST



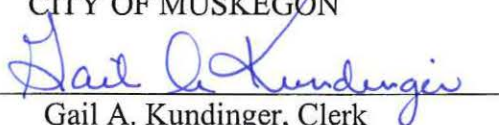
Gail A. Kunderger, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on May 24, 2005. 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



Gail A. Kunderger, Clerk



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

GLORIA J. JEFF
DIRECTOR

June 3, 2005

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

Dear Ms. Kunding:

RE: MDOT Contract Number: 05-5151
Control Section: STUL 61407
Job Number: 45546

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

Sincerely,

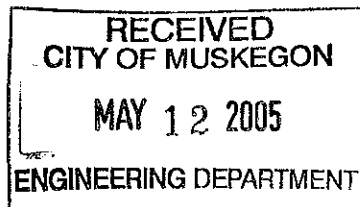
A handwritten signature in cursive script that reads "Jackie Burch".

Jackie Burch
Contract Processing Specialist
Design Support Area

Enclosure

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

STP



DIR

Control Section	STUL 61407
Job Number	45546
Project	STP 0561(017)
Federal Item No.	HH 4267
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	05-5151

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of JUN 03 2005, 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 20, 2005, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Reconstruction work along Park Street from Young Avenue to Laketon Avenue; including pavement removal, aggregate base, hot mix asphalt paving, and pavement marking work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Watermain, sanitary sewer, and sidewalk repair work along Park Street from Young Avenue to Laketon 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 and 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 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 \$159,450. 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.

April 20, 2005

EXHIBIT I

CONTROL SECTION	STUL 61407
JOB NUMBER	45546
PROJECT	STP 0561(017)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$152,900	\$28,500	\$181,400

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$152,900	\$28,500	\$181,400
Less Federal Funds*	<u>\$125,100</u>	<u>\$ 0</u>	<u>\$125,100</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 27,800	\$28,500	\$ 56,300

*Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 81.85 percent up to an amount not to exceed \$159,450.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement
 - g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

- a. Agencies expending a total of \$300,000 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 \$300,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

March, 1998

APPENDIX B

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

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

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

CITY COMMISSION AGENDA ITEM
CITY COMMISSION MEETING DATE: May 24, 2005

To: Mayor and City Commissioners
From: Lee J. Slaughter, Assistant City Manager
Date: May 16, 2005
Re: Agreement with Digital Spectrum Enterprises, Inc. (DSE) to Manage PEG Channel 77

SUMMARY OF REQUEST:

To authorize the Mayor to sign a one-year agreement between the City of Muskegon and Digital Spectrum Enterprises, Inc. to manage the city's Public Education & Government (PEG) Channel (77) provided through the Cable Franchise Agreement.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Staff recommends approval.

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

Assessor/Equalization
(231)724-6708
FAX: (231)726-5181

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

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

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

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

Community and
Neigh. Services
(231)724-6717
FAX: (231)726-2501

Computer Info.
Systems
(231)724-6744
FAX: (231)722-4301

Engineering Dept.
(231)724-6707
FAX: (231)727-6904

Finance Dept.
(231)724-6713
FAX: (231)724-6768

Fire Dept.
(231)724-6792
FAX: (231)724-6985

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

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

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

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

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

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

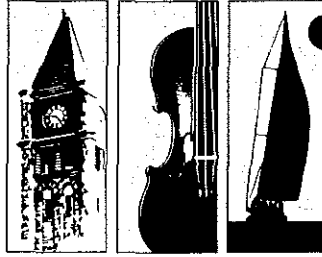
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

Treasurer's Office
(231)724-6720
FAX: (231)724-6768

Water Billing Dept.
(231)724-6718
FAX: (231)724-6768

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

MUSKEGON



West Michigan's Shoreline City

May 25, 2005

Leslie Brogan, Director of Government Affairs
Comcast Cable
1070 Trowbridge Road
East Lansing, MI 48823

Re: The City of Muskegon Is Exercising Its Right To Have And Manage A
Government Access Channel As Provided For Within The Cable Franchise
Agreement Between The City And Muskegon Cable TV.

Dear Ms. Brogan:

Per our telephone conversation on April 7, 2005, in which I advised you and John Gardner of the City's interest in contracting with Digital Spectrum Enterprises of West Michigan, Inc. (DSE) to manage the Government Access channel (as provided for in the Cable Franchise Agreement), and per subsequent interaction with Mr. Gardner regarding this issue, this is to confirm that the City Commission has contracted DSE to operate its Government Access Channel. Formal actions were taken at the City Commission meeting on May 24, 2005 (see Commission Agenda Item).

Enclosed is a copy of the Agreement between the City of Muskegon and Digital Spectrum Enterprises of West Michigan, Inc.

Please feel free to contact me if you have questions about this issue.

Sincerely,

THE CITY OF MUSKEGON

A handwritten signature in black ink, appearing to read "Lee J. Slaughter".

Lee J. Slaughter
Assistant City Manager

C: John Gardner, Corporate Affairs Manager
Ann Bratsburg, President – Digital Spectrum Enterprises (DSE)
Bryon Mazade, City Manager
City Commission

**AGREEMENT BETWEEN CITY OF MUSKEGON
AND
DIGITAL SPECTRUM ENTERPRISES OF WEST MICHIGAN, INC.**

This Agreement is made this 24th day of May, 2005, by and between the **City of Muskegon**, a Michigan municipal corporation ("City") and **Digital Spectrum Enterprises of West Michigan, Inc.**, a Michigan nonprofit corporation ("DSE"), who agree as follows:

RECITALS

1. The City desires to provide support for the use of cable television, public, educational, and government ("PEG") access channels provided pursuant to federal law.
2. The City has granted a franchise to Comcast, as successor of Taft Cable Partners and Robert Fulk, Ltd. ("Cable Company") to operate a cable television system in the City of Muskegon ("Franchise Agreement").
3. The Franchise Agreement with Cable Company provides that certain channel capacity be provided for PEG access, including a government access channel for use by area municipal governments served by Cable Company (currently cable channel 77) ("Government Access Channel").
4. DSE, as the access management entity designated by the City, has indicated its interest in serving the community by providing PEG access programming and services on the Government Access Channel.
5. In exchange for broadcasting City events free of charge (as explained in Section 1.B below), the City agrees to allow DSE to use the Government Access Channel to broadcast programming consistent with PEG channel purposes.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES: Pursuant to this Agreement, DSE shall provide the following services:

- A. *OPERATE THE GOVERNMENT ACCESS CHANNEL.* Operate the Government Access Channel for local government and community access programming purposes in a manner consistent with the principles set forth in this Agreement and the Franchise Agreement between the City and Cable Company, with the primary purpose being to administer, coordinate and assist the City of Muskegon in providing local government programming.

- B. *BROADCASTING LOCAL GOVERNMENT PROGRAMMING.* Produce and broadcast, at no expense to the City, City Commission meetings and the meetings of other committees, boards, and commissions that the City might require, and other reasonable programs or issues that the City Commission may deem necessary.
- C. *DEVELOP OPERATING POLICIES AND PROCEDURES.* Develop policies and procedures for use and operation of the PEG access equipment, facilities, and channel and file such policies and procedures with the City.
- D. *COMPLIANCE WITH LAWS, RULES, AND REGULATIONS.* Administer the Government Access Channel and facilities in compliance with applicable laws, rules, regulation, and in compliance with the Franchise Agreement between the City and Cable Company.
- E. *TRAINING.* Train City residents, and when requested, City and school or college employees in the techniques of video production, and provide technical advice in the execution of productions.
- F. *SPECIAL NEEDS GROUPS.* Support special needs groups, including but not limited to the hearing impaired, in program production through training and other means.
- G. *OTHER ACTIVITIES.* Undertake other PEG access programming activities and services as deemed appropriate by DSE and consistent with the obligation to facilitate and promote PEG access programming and provide non discriminatory access.

SECTION 2. CHANNELS OPEN TO PUBLIC: DSE agrees to keep the Government Access Channel open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the City, nor the Cable Company, nor DSE shall have the authority to control the content of programming placed on the Government Access Channel so long as such programming is lawful. Provided that, nothing herein shall prevent DSE, the City, or Cable Company from producing or sponsoring programming, prevent the City or the Cable Company from underwriting programming, or prevent DSE, the City or Cable Company from engaging in activities designed to promote production of certain types of programming or use by targeted groups as consistent with applicable laws and rules for use of PEG channels. DSE may develop and enforce policies and procedures which are designed to promote local use of the channel and make programming accessible to the viewing public, consistent with such time, manner, and place regulations as are appropriate to provide for and promote use of PEG access channels, equipment and facilities.

SECTION 3. INDEMNIFICATION: DSE shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, however the same may be caused, whether directly or indirectly arising or resulting from any alleged acts or omission of DSE, its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement.

DSE shall indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorneys' fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract of other injury or damage in law or at equity which claims, directly or indirectly, result from DSE use of channels, funds, equipment, facilities or staff granted under this Agreement or the Franchise Agreement.

SECTION 4. COPYRIGHT.

- A. *CLEARANCE.* Before cablecasting video transmissions, DSE shall require all users to agree in writing that they shall make all appropriate arrangements to obtain 1) all rights to all material cablecast and 2) clearance from broadcast stations, networks, sponsors, music licensing organizations' representatives, and any and all other persons as may be necessary to transmit their program material over the Government Access Channel. DSE shall maintain, for the applicable statute of limitations period, copies of all such user agreements for the City's inspection, upon reasonable notice by City.
- B. *OWNERSHIP.* The City shall own the copyright of any programs that the City requests DSE to produce. Copyright of all other programming shall be held by the person(s) who produces the program.

SECTION 5. INSURANCE: DSE shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section. The cost of such insurance shall be borne by DSE.

- A. *COMPREHENSIVE LIABILITY INSURANCE.* Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be: (1) bodily injury including death, \$1,000,000 for each person, each

occurrence and aggregate; (2) property damage, \$1,000,000 for each occurrence and aggregate.

- B. *EQUIPMENT INSURANCE.* Insurance shall be maintained on all equipment and facilities, including fixtures, to replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire, or natural catastrophe. The City shall be shown as lien holder on all policies.
- C. *WORKER'S COMPENSATION.* Full Worker's Compensation Insurance and Employer's Liability with limits as required by Michigan law, provided through an insurance carrier satisfactory to the City.
- D. *CABLECASTER'S ERRORS AND OMISSION INSURANCE.* Insurance shall be maintained to cover the content of productions which are cablecast on the Government Access Channel in at least the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.
- E. *CITY AS CO-INSURED OR ADDITIONAL INSURED.* The City shall be named as a co-insured or additional insured on all aforementioned insurance coverages. The policies shall provide that no cancellation, major change in coverage or expiration may be affected by the insurance company or DSE without first giving the City thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Any insurance or self-insurance maintained by the City, its officers, agents, employees, or volunteers shall be in excess of the DSE insurance and shall not contribute to it.
- F. *NOTIFICATION OF COVERAGE.* DSE shall file with the City proof of insurance coverage as follows: (1) Comprehensive Liability and Workers' Compensation; (2) equipment insurance upon the acquisition of any equipment; (3) cablecaster's error and omission insurance within thirty (30) days of the cablecasting of programming on the Government Access Channel.

SECTION 6. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.

- A. DSE shall not discriminate against any person, employee or applicant for employment or contract work on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

- B. DSE shall not discriminate in the delivery of services on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

SECTION 7. INDEPENDENT CONTRACTOR: It is understood and agreed that DSE is an independent contractor and that no relationship of principal/agent or employer/employee exists between the City and DSE. If in the performance of this Agreement any third persons are employed by DSE, such persons shall be entirely and exclusively under the control, direction and supervision of DSE. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment, shall be determined by DSE and the City shall have no right or authority over such persons or terms of employment.

SECTION 8. ASSIGNMENT AND SUBLETTING: Neither this Agreement nor any interest herein shall be assigned or transferred by DSE, except as expressly authorized in writing by the City.

SECTION 9. ANNUAL REPORTS: Prior to April 15 of each year, DSE shall submit to the City an annual report for the preceding fiscal year (January 1 – December 31). This report shall contain, at a minimum, the following information:

- A. Statistics on programming and services provided;
- B. Current and complete listing of DSE's Board of Directors;
- C. Year-end financial statements audited by an independent certified public accountant.

SECTION 10. RECORDS, FISCAL AUDIT:

- A. DSE shall maintain all necessary books and records, in accordance with generally accepted accounting principles.
- B. Upon reasonable request from the City, DSE shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement.

SECTION 11. ANNUAL PLAN AND BUDGET:

- A. On or before August 30 of each year in which this Agreement is in effect, DSE shall provide to the City an Annual Plan and Budget outlining activities and programs planned for the following fiscal year. Such plan shall contain:

1. A statement of anticipated number of hours of local original PEG access programming;
2. Training classes to be offered and frequency of classes; and
3. Other access activities planned by DSE.

SECTION 12. FUNDING FROM OTHER SOURCES: DSE may, during the course of this Agreement, receive funds from other sources, including, but not limited to, fundraising activities. DSE may generate funding for programming through program underwriting and sponsorship in a manner consistent with federal, state, or local non-commercial PEG channel rules and regulations.

SECTION 13. TERM OF AGREEMENT.

- A. This Agreement shall be for a period of one year commencing June 1, 2005 and ending May 31, 2006, unless terminated earlier, as provided in this Agreement.
- B. The City shall have two options to renew this Agreement for an additional year each. Prior to 60 days before the end of the term, City shall notify DSE of its intent to renew this Agreement for an additional year. If City does not notify DSE of its intent to renew, the Agreement will terminate automatically at the end of the term.

SECTION 14. TERMINATION OF AGREEMENT/TRANSFER OF ASSETS:

- A. The City shall have the right upon sixty (60) days written notice to DSE to terminate this Agreement for:
 1. Breach of any provision of this Agreement by DSE;
 2. Malfeasance, misfeasance, and/or misappropriation of public funds;
 3. Notice from Cable Company that DSE is engaging in commercial advertising and/or fundraising in a manner inconsistent with PEG channels; or
 3. Loss of 501(c)(3) status by DSE.
- B. DSE may avoid termination by curing any such breach to the satisfaction of the City within thirty (30) days of notification or within a time frame agreed to by the City and DSE. The City may also terminate this Agreement at the expiration of its term, or any extension thereof.

SECTION 15. TIME: Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

SECTION 16. COOPERATION: Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

SECTION 17. APPLICABLE LAW: This Agreement shall be interpreted and enforced under the laws of the State of Michigan.

SECTION 18. NOTICES: All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

TO: CITY OF MUSKEGON
Attn: Lee Slaughter
Assistant City Manager
933 Terrace Street
Muskegon, MI 49442

TO: DIGITAL SPECTRUM ENTERPRISES
Attn: _____
105 W Sherman Blvd
Muskegon, MI 49444

Any party may change its address for notice by written notice to the other party at any time.

SECTION 19. ENTIRE AGREEMENT: This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CITY OF MUSKEGON, a Michigan municipal corporation

By: _____

Stephen J. Warmington
Its Mayor

And: _____

Gail A. Kunderger, MMC
Its Clerk

DIGITAL SPECTRUM ENTERPRISES OF WEST MICHIGAN, INC., a Michigan nonprofit corporation

By: _____

Name _____
Its _____

Commission Meeting Date: May 24, 2005

Date: May 3, 2005
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBL*
RE: Rezoning request for properties located within 'Area 12'

SUMMARY OF REQUEST:

Request to rezone multiple properties located within 'Area 12' (bounded generally by Laketon Ave., Glade St., 9th St., Western Ave., Lakeshore Dr., Southern Ave., and Franklin St.).

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 5/12 meeting.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2153

An ordinance to amend the zoning map of the City to provide for zoning changes for certain properties within the area bounded by Laketon Ave., Glade St., 9th St., Western Ave., Lakeshore Dr., Southern Ave., and Franklin St.

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 properties as follows (see attached map):

All properties located within the Revised Plat of 1903 of the City of Muskegon:

- ◆ Block 455, Lots 1-8 from RT, Two-Family Residential to R-1, Single Family Residential
- ◆ Block 456, Lots 1-5 from RT, Two-Family Residential to R-1, Single Family Residential
- ◆ Blocks 411, 412, 413, 414, 433, 434, 435, 436, 453, 454, 478, 479, 480, 481, 484, 485, 486, 487, 488 from RT, Two-Family Residential to R-1 Single Family Residential
- ◆ Blocks 471, 472, and 473 from RM-1, Low Density Multiple-Family Residential to RT, Two-Family Residential
- ◆ Block 483, Lots 1-5 and 16-20 from RT, Two-Family Residential to R-1 Single Family Residential

Properties located in Sub of Lots 1 & 2 and Part of Lot 3, Block 506 Lots 1-11 from RT Two-Family Residential to R-1 Single Family Residential

Properties located in Sub of Part of Lot 3 Block 506 Block 3 Lots 1-11, Block 2 Lots 1-22 and Block 1

- ◆ North ½ Lot 12 and Lots 13-22 from RT, Two-Family Residential to R-1, Single Family Residential
- ◆ South ½ of Lot 12 and Lot 11 from B-4, Convenience and Comparison Business to R-1, Single Family Residential

This ordinance adopted:

Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, and Larson

Nayes: None

Adoption Date: May 24, 2005

Effective Date: June 11, 2005

First Reading: May 24, 2005

Second Reading: N/A

CITY OF MUSKEGON

By: Gail A. Kundinger
Gail A. Kundinger, MMC, City Clerk

CERTIFICATE (City Commission Date: May 24, 2005 Rezoning of Area 12)

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 24th day of May, 2005, 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: August 15, 2005.

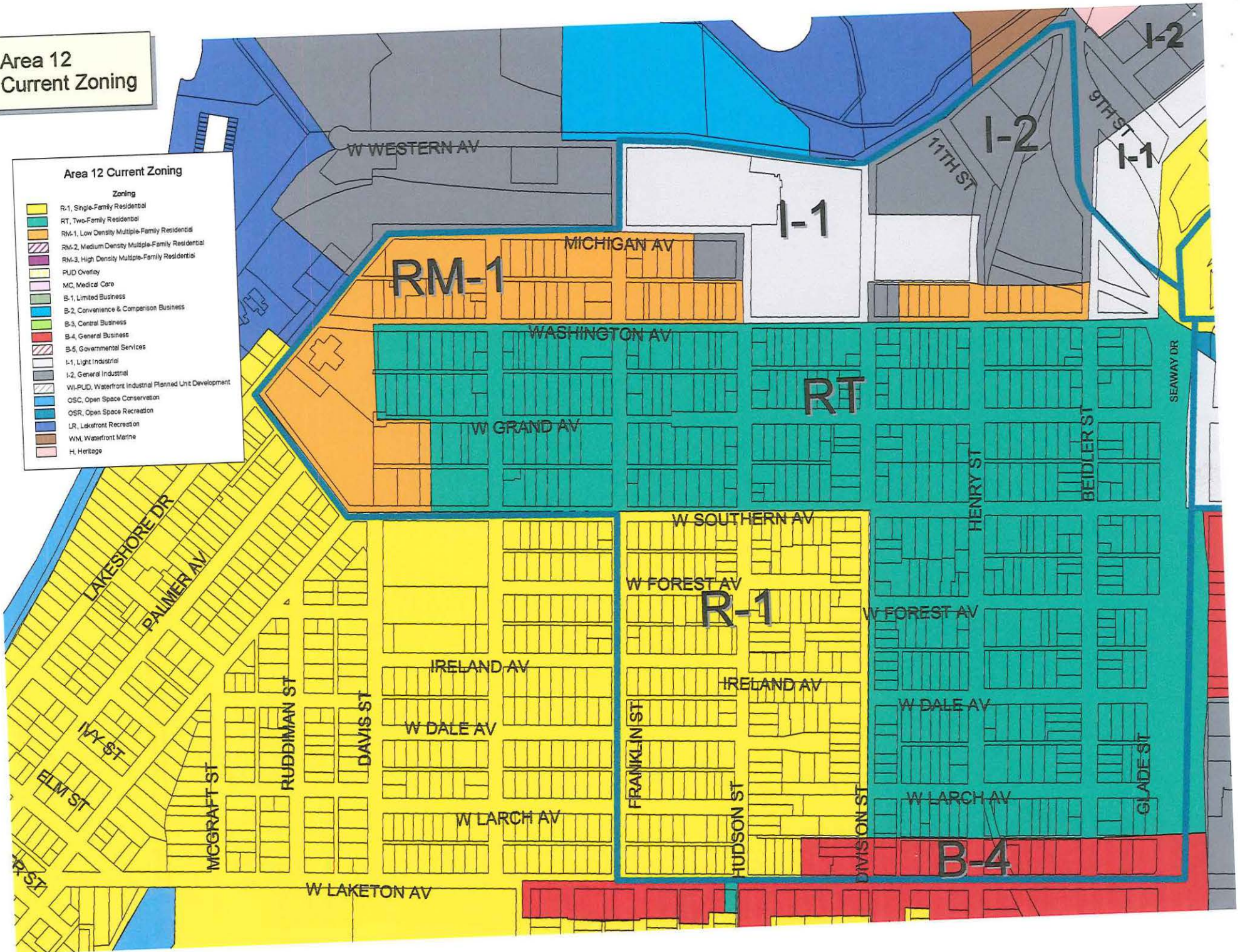
Gail A. Kunderger
Gail A. Kunderger, MMC
Clerk, City of Muskegon

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

Area 12 Current Zoning

Area 12 Current Zoning

Zoning	
	R-1, Single-Family Residential
	RT, Two-Family Residential
	RM-1, Low Density Multiple-Family Residential
	RM-2, Medium Density Multiple-Family Residential
	RM-3, High Density Multiple-Family Residential
	PUD Overlay
	MC, Medical Care
	B-1, Limited Business
	B-2, Convenience & Comparison Business
	B-3, Central Business
	B-4, General Business
	B-5, Governmental Services
	I-1, Light Industrial
	I-2, General Industrial
	WI-PUD, Waterfront Industrial Planned Unit Development
	OSC, Open Space Conservation
	OSR, Open Space Recreation
	LR, Lakefront Recreation
	WM, Waterfront Marine
	H, Heritage



Area 12 Proposed Zoning

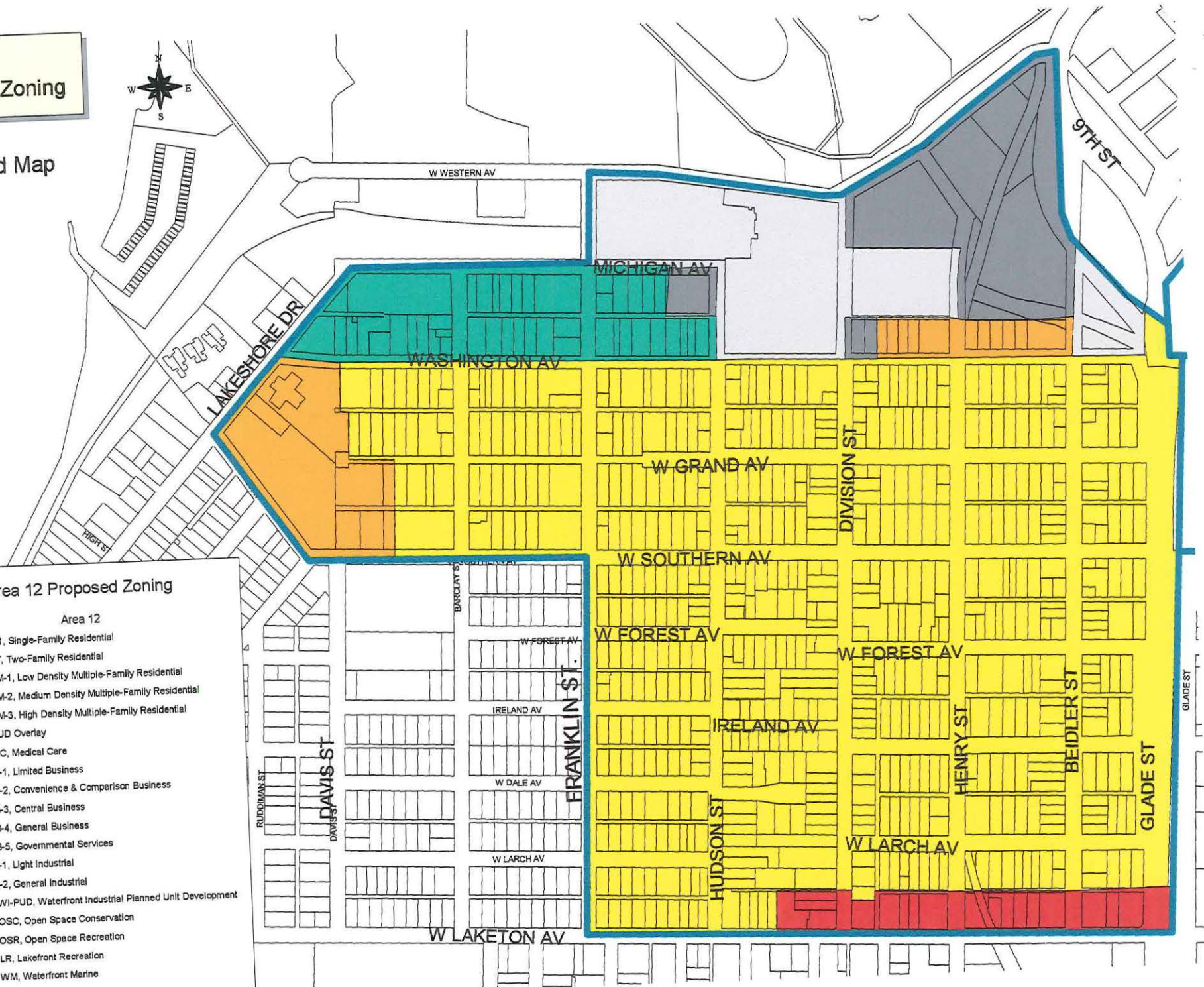
Amended Map



Area 12 Proposed Zoning

Area 12

[Yellow]	R-1, Single-Family Residential
[Teal]	RT, Two-Family Residential
[Orange]	RM-1, Low Density Multiple-Family Residential
[Hatched]	RM-2, Medium Density Multiple-Family Residential
[Purple]	RM-3, High Density Multiple-Family Residential
[Light Yellow]	PUD Overlay
[Light Green]	MC, Medical Care
[Light Blue]	B-1, Limited Business
[Blue]	B-2, Convenience & Comparison Business
[Green]	B-3, Central Business
[Red]	B-4, General Business
[Hatched]	B-5, Governmental Services
[White]	I-1, Light Industrial
[Grey]	I-2, General Industrial
[Hatched]	WI-PUD, Waterfront Industrial Planned Unit Development
[Light Blue]	OSC, Open Space Conservation
[Blue]	OSR, Open Space Recreation
[Dark Blue]	LR, Lakefront Recreation
[Brown]	WM, Waterfront Marine
[Pink]	H, Heritage



CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on May 24, 2005, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to change the zoning of the following described properties as follows:

All properties bounded by Laketon Ave., Glade St., 9th St., Western Ave., Lakeshore Dr., Southern Ave., and Franklin St., as described below:

Properties located within the Revised Plat of 1903 of the City of Muskegon:

- ◆ Block 455, Lots 1-8 from RT, Two-Family Residential to R-1, Single Family Residential
- ◆ Block 456, Lots 1-5 from RT, Two-Family Residential to R-1, Single Family Residential
- ◆ Blocks 411, 412, 413, 414, 433, 434, 435, 436, 453, 454, 478, 479, 480, 481, 484, 485, 486, 487, 488 from RT, Two-Family Residential to R-1 Single Family Residential
- ◆ Blocks 471, 471, and 473 from RM-1, Low Density Multiple-Family Residential to RT, Two-Family Residential
- ◆ Block 483, Lots 1-5 and 16-20 from RT, Two-Family Residential to R-1 Single Family Residential

Properties located in Sub of Lots 1 & 2 and Part of Lot 3, Block 506 Lots 1-11 from RT Two-Family Residential to R-1 Single Family Residential

Properties located in Sub of Part of Lot 3 Block 506 Block 3 Lots 1-11, Block 2 Lots 1-22 and Block 1

- ◆ North ½ Lot 12 and Lots 13-22 from RT, Two-Family Residential to R-1, Single Family Residential
- ◆ South ½ of Lot 12 and Lot 11 from B-4, Convenience and Comparison Business to R-1, Single Family Residential

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 6-1, 2005

CITY OF MUSKEGON

By _____
Gail A. Kunding, MMC
Its Clerk

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

Account No. 101-80400-5354

Date: May 24, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Ireland Ave., Franklin St. to Davis St. &
Franklin St., Laketon Ave. to Ireland Ave.

SUMMARY OF REQUEST:

The reconstruction as well as underground utilities upgrade contract (H-1600) on Ireland Ave. between Franklin St. and Davis St. and (H-1602) on Franklin St. between Laketon Ave. and Ireland Ave. be awarded to McCormick Sand, Inc. out of Shelby, MI. McCormick Sand, Inc. was the lowest (see attached bid tabulation) responsible bidder with a bid price of \$362,361.59

FINANCIAL IMPACT:

The construction cost of \$362,361.59 plus related engineering expenses.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to McCormick Sand, Inc.

COMMITTEE RECOMMENDATION:

BID TABULATION 05/17/05

CONTRACTOR				ENGINEER'S		SCHULTZ EXCAVATING		JACKSON-MERKEY		MCCORMICK SAND	
ADDRESS						5565 6TH ST		555 E. WESTERN AVE.		998 S. 102ND AVE.	
CITY/ST/ZIP				ESTIMATE		LUDINGTON, MI 49431-0683		MUSKEGON, MI 49441		SHELBY, MI 49455	
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	ADJUST MANHOLE CASTING	EACH	3	\$325.00	\$975.00	\$ 400.00	\$ 1,200.00	\$ 375.00	\$ 1,125.00	\$ 475.00	\$ 1,425.00
2	AGGREGATE BASE COURSE 22A @ 6" C.I.P.	SQ.YD.	3659	\$5.00	\$18,295.00	\$ 6.10	\$ 22,319.90	\$ 6.25	\$ 22,868.75	\$ 4.63	\$ 16,941.17
3	BENDS D.C.I. 8" 45° M.J.	EACH	8	\$250.00	\$2,000.00	\$ 215.00	\$ 1,720.00	\$ 275.00	\$ 2,200.00	\$ 290.00	\$ 2,320.00
4	BIT. LEVELING MIX 3C @ 165#/S.Y.	TON	302	\$45.00	\$13,590.00	\$ 43.15	\$ 13,031.30	\$ 43.10	\$ 13,016.20	\$ 41.10	\$ 12,412.20
5	BIT. TOP MIX 4C @ 165#/S.Y.	TON	302	\$50.00	\$15,100.00	\$ 46.50	\$ 14,043.00	\$ 46.25	\$ 13,967.50	\$ 44.24	\$ 13,360.48
6	CATCH BASIN CASTING JEW #7045 OR EQUAL	EACH	6	\$500.00	\$3,000.00	\$ 440.00	\$ 2,640.00	\$ 565.00	\$ 3,390.00	\$ 600.00	\$ 3,600.00
7	CATCH BASIN FLAT TOP	EACH	6	\$1,300.00	\$7,800.00	\$ 1,150.00	\$ 6,900.00	\$ 1,280.00	\$ 7,680.00	\$ 900.00	\$ 5,400.00
8	CONCRETE DRIVE APPROACH 6" STANDARD	SQ.YD.	17	\$28.00	\$476.00	\$ 29.00	\$ 493.00	\$ 29.70	\$ 504.90	\$ 45.00	\$ 765.00
9	CONCRETE GUTTER PAN	LIN. FT.	61	\$15.00	\$915.00	\$ 16.00	\$ 976.00	\$ 16.50	\$ 1,006.50	\$ 16.00	\$ 976.00
10	CONCRETE SIDEWALK 4"	ESQ..	350	\$3.00	\$1,050.00	\$ 2.50	\$ 875.00	\$ 2.50	\$ 875.00	\$ 2.50	\$ 875.00
11	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	21	\$225.00	\$4,725.00	\$ 175.00	\$ 3,675.00	\$ 245.00	\$ 5,145.00	\$ 220.00	\$ 4,620.00
12	CROSS D.C.I. 8"x 8" M.J.	EACH	2	\$450.00	\$900.00	\$ 375.00	\$ 750.00	\$ 350.00	\$ 700.00	\$ 600.00	\$ 1,200.00
13	CURB & GUTTER STANDARD DETAIL I	LIN. FT.	80	\$9.00	\$720.00	\$ 16.00	\$ 1,280.00	\$ 16.50	\$ 1,320.00	\$ 16.00	\$ 1,280.00
14	CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL	EACH	2	\$250.00	\$500.00	\$ 500.00	\$ 1,000.00	\$ 275.00	\$ 550.00	\$ 260.00	\$ 520.00
15	HYDRANT STD.	EACH	2	\$1,400.00	\$2,800.00	\$ 1,500.00	\$ 3,000.00	\$ 1,295.00	\$ 2,590.00	\$ 1,575.00	\$ 3,150.00
16	MACHINE GRADING MOD.	STA.	11.1	\$800.00	\$8,880.00	\$ 550.00	\$ 6,105.00	\$ 1,690.00	\$ 18,759.00	\$ 875.00	\$ 9,712.50
17	MANHOLE CASTING EJIW #1040 OR EQUAL	EACH	1	\$475.00	\$475.00	\$ 350.00	\$ 350.00	\$ 460.00	\$ 460.00	\$ 450.00	\$ 450.00
18	MANHOLE FLOW LINE	EACH	1	\$150.00	\$150.00	\$ 300.00	\$ 300.00	\$ 750.00	\$ 750.00	\$ 300.00	\$ 300.00
19	REDUCERS 8" TO 6" D.C.I. M.J.	EACH	4	\$200.00	\$800.00	\$ 250.00	\$ 1,000.00	\$ 160.00	\$ 640.00	\$ 265.00	\$ 1,060.00
20	REMOVING CATCH BASIN	EACH	6	\$300.00	\$1,800.00	\$ 260.00	\$ 1,560.00	\$ 400.00	\$ 2,400.00	\$ 290.00	\$ 1,740.00
21	REMOVING CONC. CURB	LIN. FT.	49	\$10.00	\$490.00	\$ 5.00	\$ 245.00	\$ 18.00	\$ 882.00	\$ 12.00	\$ 588.00
22	REMOVING CONC. CURB & GUTTER	LIN. FT.	80	\$10.00	\$800.00	\$ 5.00	\$ 400.00	\$ 8.00	\$ 640.00	\$ 6.00	\$ 480.00
23	REMOVING CONC. DRIVE APPROACH	SQ.YD.	17	\$6.50	\$110.50	\$ 25.00	\$ 425.00	\$ 9.00	\$ 153.00	\$ 9.00	\$ 153.00
24	REMOVING CONC. GUTTER PAN	LIN. FT.	61	\$10.00	\$610.00	\$ 5.00	\$ 305.00	\$ 7.00	\$ 427.00	\$ 6.00	\$ 366.00
25	REMOVING CONC. SW	ESQ..	350	\$2.00	\$700.00	\$ 2.00	\$ 700.00	\$ 1.25	\$ 437.50	\$ 1.00	\$ 350.00
26	REMOVING PAVEMENT	SQ.YD.	3659	\$4.00	\$14,636.00	\$ 3.75	\$ 13,721.25	\$ 2.50	\$ 9,147.50	\$ 2.00	\$ 7,318.00
27	SAND REFILL	CU.YD.	1697	\$6.00	\$10,182.00	\$ 10.00	\$ 16,970.00	\$ 8.00	\$ 13,576.00	\$ 10.00	\$ 16,970.00
28	SLEEVES LONG 6" D.C.I. M.J.	EACH	4	\$400.00	\$1,600.00	\$ 200.00	\$ 800.00	\$ 2.50	\$ 10.00	\$ 555.00	\$ 2,220.00
29	SLEEVES LONG 8" D.C.I. M.J.	EACH	1	\$450.00	\$450.00	\$ 225.00	\$ 225.00	\$ 300.00	\$ 300.00	\$ 430.00	\$ 430.00
30	STORM SEWER 10" SDR 35	LIN. FT.	24	\$35.00	\$840.00	\$ 63.00	\$ 1,512.00	\$ 25.00	\$ 600.00	\$ 47.00	\$ 1,128.00
31	TEE D.C.I. 8" x 8" x 6" M.J.	EACH	2	\$300.00	\$600.00	\$ 360.00	\$ 720.00	\$ 350.00	\$ 700.00	\$ 420.00	\$ 840.00
32	TRAFFIC CONTROL	LUMP	1	\$7,500.00	\$7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 4,175.00	\$ 4,175.00	\$ 2,000.00	\$ 2,000.00
33	TRENCH REPAIR SPECIAL	LIN. FT.	80	\$50.00	\$4,000.00	\$ 90.00	\$ 7,200.00	\$ 10.00	\$ 800.00	\$ 16.00	\$ 1,280.00
34	UNDERDRAIN 6" PIPE	LIN. FT.	432	\$15.00	\$6,480.00	\$ 5.75	\$ 2,484.00	\$ 6.00	\$ 2,592.00	\$ 4.00	\$ 1,728.00
35	VALVE 6" GATE M.J. W/BOX	EACH	2	\$575.00	\$1,150.00	\$ 625.00	\$ 1,250.00	\$ 615.00	\$ 1,230.00	\$ 720.00	\$ 1,440.00
36	VALVE 8" GATE M.J. W/BOX	EACH	8	\$700.00	\$5,600.00	\$ 800.00	\$ 6,400.00	\$ 750.00	\$ 6,000.00	\$ 855.00	\$ 6,840.00
37	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	305	\$15.00	\$4,575.00	\$ 15.50	\$ 4,727.50	\$ 20.50	\$ 6,252.50	\$ 9.00	\$ 2,745.00
38	WATERMAIN 6" D.C.I. CL. 52	LIN. FT.	51	\$35.00	\$1,785.00	\$ 33.00	\$ 1,683.00	\$ 41.00	\$ 2,091.00	\$ 34.00	\$ 1,734.00
39	WATERMAIN 8" D.C.I. CL. 52	LIN. FT.	1192	\$34.00	\$40,528.00	\$ 31.50	\$ 37,548.00	\$ 44.50	\$ 53,044.00	\$ 37.50	\$ 44,700.00
TOTAL					\$187,587.50		\$188,033.95		\$203,005.35		\$175,417.35

BID TABULATION 05/17/05

		CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		WADEL STABILIZATION 2500 N. OCEANA DR. HART, MI 49420		DAN HOE EXCAVATING 13664 ROCKY'S RD HOLLAND, MI 49423	
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	ADJUST MANHOLE CASTING	EACH	3	\$325.00	\$975.00	\$ 450.00	\$ 1,350.00	\$ 350.00	\$ 1,050.00
2	AGGREGATE BASE COURSE 22A @ 6" C.I.P.	SQ.YD.	3659	\$5.00	\$18,295.00	\$ 5.25	\$ 19,209.75	\$ 5.00	\$ 18,295.00
3	BENDS D.C.I. 8" 45° M.J.	EACH	8	\$250.00	\$2,000.00	\$ 350.00	\$ 2,800.00	\$ 350.00	\$ 2,800.00
4	BIT. LEVELING MIX 3C @ 165#/S.Y.	TON	302	\$45.00	\$13,590.00	\$ 41.10	\$ 12,412.20	\$ 60.00	\$ 18,120.00
5	BIT. TOP MIX 4C @ 165#/S.Y.	TON	302	\$50.00	\$15,100.00	\$ 44.25	\$ 13,363.50	\$ 60.00	\$ 18,120.00
6	CATCH BASIN CASTING JEW #7045 OR EQUAL	EACH	6	\$500.00	\$3,000.00	\$ 450.00	\$ 2,700.00	\$ 550.00	\$ 3,300.00
7	CATCH BASIN FLAT TOP	EACH	6	\$1,300.00	\$7,800.00	\$ 1,100.00	\$ 6,600.00	\$ 1,000.00	\$ 6,000.00
8	CONCRETE DRIVE APPROACH 6" STANDARD	SQ.YD.	17	\$28.00	\$476.00	\$ 31.50	\$ 535.50	\$ 35.00	\$ 595.00
9	CONCRETE GUTTER PAN	LIN. FT.	61	\$15.00	\$915.00	\$ 17.00	\$ 1,037.00	\$ 15.00	\$ 915.00
10	CONCRETE SIDEWALK 4"	ESQ.	350	\$3.00	\$1,050.00	\$ 2.85	\$ 997.50	\$ 5.00	\$ 1,750.00
11	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	21	\$225.00	\$4,725.00	\$ 500.00	\$ 10,500.00	\$ 125.00	\$ 2,625.00
12	CROSS D.C.I. 8"x 8" M.J.	EACH	2	\$450.00	\$900.00	\$ 650.00	\$ 1,300.00	\$ 650.00	\$ 1,300.00
13	CURB & GUTTER STANDARD DETAIL I	LIN. FT.	80	\$9.00	\$720.00	\$ 17.00	\$ 1,360.00	\$ 16.00	\$ 1,280.00
14	CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL	EACH	2	\$250.00	\$500.00	\$ 250.00	\$ 500.00	\$ 125.00	\$ 250.00
15	HYDRANT STD.	EACH	2	\$1,400.00	\$2,800.00	\$ 1,600.00	\$ 3,200.00	\$ 1,250.00	\$ 2,500.00
16	MACHINE GRADING MOD.	STA.	11.1	\$800.00	\$8,880.00	\$ 1,800.00	\$ 19,980.00	\$ 1,500.00	\$ 16,650.00
17	MANHOLE CASTING EJIW #1040 OR EQUAL	EACH	1	\$475.00	\$475.00	\$ 800.00	\$ 800.00	\$ 550.00	\$ 550.00
18	MANHOLE FLOW LINE	EACH	1	\$150.00	\$150.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
19	REDUCERS 8" TO 6" D.C.I. M.J.	EACH	4	\$200.00	\$800.00	\$ 225.00	\$ 900.00	\$ 250.00	\$ 1,000.00
20	REMOVING CATCH BASIN	EACH	6	\$300.00	\$1,800.00	\$ 300.00	\$ 1,800.00	\$ 250.00	\$ 1,500.00
21	REMOVING CONC. CURB	LIN. FT.	49	\$10.00	\$490.00	\$ 15.00	\$ 735.00	\$ 15.00	\$ 735.00
22	REMOVING CONC. CURB & GUTTER	LIN. FT.	80	\$10.00	\$800.00	\$ 15.00	\$ 1,200.00	\$ 10.00	\$ 800.00
23	REMOVING CONC. DRIVE APPROACH	SQ.YD.	17	\$6.50	\$110.50	\$ 30.00	\$ 510.00	\$ 10.00	\$ 170.00
24	REMOVING CONC. GUTTER PAN	LIN. FT.	61	\$10.00	\$610.00	\$ 15.00	\$ 915.00	\$ 10.00	\$ 610.00
25	REMOVING CONC. SW	ESQ.	350	\$2.00	\$700.00	\$ 3.00	\$ 1,050.00	\$ 1.00	\$ 350.00
26	REMOVING PAVEMENT	SQ.YD.	3659	\$4.00	\$14,636.00	\$ 4.50	\$ 16,465.50	\$ 4.00	\$ 14,636.00
27	SAND REFILL	CU.YD.	1697	\$6.00	\$10,182.00	\$ 12.00	\$ 20,364.00	\$ 9.00	\$ 15,273.00
28	SLEEVES LONG 6" D.C.I. M.J.	EACH	4	\$400.00	\$1,600.00	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00
29	SLEEVES LONG 8" D.C.I. M.J.	EACH	1	\$450.00	\$450.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
30	STORM SEWER 10" SDR 35	LIN. FT.	24	\$35.00	\$840.00	\$ 80.00	\$ 1,920.00	\$ 45.00	\$ 1,080.00
31	TEE D.C.I. 8" x 8" x 6" M.J.	EACH	2	\$300.00	\$600.00	\$ 350.00	\$ 700.00	\$ 400.00	\$ 800.00
32	TRAFFIC CONTROL	LUMP	1	\$7,500.00	\$7,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00
33	TRENCH REPAIR SPECIAL	LIN. FT.	80	\$50.00	\$4,000.00	\$ 40.00	\$ 3,200.00	\$ 125.00	\$ 10,000.00
34	UNDERDRAIN 6" PIPE	LIN. FT.	432	\$15.00	\$6,480.00	\$ 6.00	\$ 2,592.00	\$ 8.00	\$ 3,456.00
35	VALVE 6" GATE M.J. W/BOX	EACH	2	\$575.00	\$1,150.00	\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 1,500.00
36	VALVE 8" GATE M.J. W/BOX	EACH	8	\$700.00	\$5,600.00	\$ 950.00	\$ 7,600.00	\$ 850.00	\$ 6,800.00
37	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	305	\$15.00	\$4,575.00	\$ 5.00	\$ 1,525.00	\$ 15.00	\$ 4,575.00
38	WATERMAIN 6" D.C.I. CL. 52	LIN. FT.	51	\$35.00	\$1,785.00	\$ 40.00	\$ 2,040.00	\$ 25.00	\$ 1,275.00
39	WATERMAIN 8" D.C.I. CL. 52	LIN. FT.	1192	\$34.00	\$40,528.00	\$ 29.00	\$ 34,568.00	\$ 30.00	\$ 35,760.00
		TOTAL			\$187,587.50		\$208,329.95		\$202,420.00

BID TABULATION 05/17/05

				CONTRACTOR		ENGINEER'S		SCHULTZ EXCAVATING		JACKSON-MERKEY		MCCORMICK SAND	
				ADDRESS				5565 6TH ST		555 E. WESTERN AVE.		998 S. 102ND AVE.	
				CITY/ST/ZIP		ESTIMATE		LUDINGTON, MI 49431-0683		MUSKEGON, MI 49441		SHELBY, MI 49455	
	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	5	\$325.00	\$1,625.00	\$ 380.00	\$ 1,900.00	\$ 375.00	\$ 1,875.00	\$ 475.00	\$ 2,375.00		
2	AGGREGATE BASE COURSE 22A @ 6" C.I.P.	SQ.YD.	2929	\$5.00	\$14,645.00	\$ 6.25	\$ 18,306.25	\$ 6.50	\$ 19,038.50	\$ 4.63	\$ 13,561.27		
3	BENDS D.C.I. 8" 45° M.J.	EACH	8	\$250.00	\$2,000.00	\$ 225.00	\$ 1,800.00	\$ 275.00	\$ 2,200.00	\$ 290.00	\$ 2,320.00		
4	BIT. LEVELING MIX 3C @ 165#/S.Y.	TON	241	\$45.00	\$10,845.00	\$ 43.50	\$ 10,483.50	\$ 43.45	\$ 10,471.45	\$ 41.41	\$ 9,979.81		
5	BIT. TOP MIX 4C @ 165#/S.Y.	TON	241	\$50.00	\$12,050.00	\$ 46.50	\$ 11,206.50	\$ 44.45	\$ 10,712.45	\$ 42.42	\$ 10,223.22		
6	CATCHBASIN CASTING EJIW #7045 OR EQUAL	EACH	1	\$500.00	\$500.00	\$ 450.00	\$ 450.00	\$ 590.00	\$ 590.00	\$ 600.00	\$ 600.00		
7	CATCHBASIN FLAT TOP	EACH	1	\$1,300.00	\$1,300.00	\$ 1,050.00	\$ 1,050.00	\$ 1,300.00	\$ 1,300.00	\$ 900.00	\$ 900.00		
8	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	5	\$225.00	\$1,125.00	\$ 190.00	\$ 950.00	\$ 245.00	\$ 1,225.00	\$ 220.00	\$ 1,100.00		
9	CROSS D.C.I. 8"x 8" M.J.	EACH	2	\$450.00	\$900.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 600.00	\$ 1,200.00		
10	CURB & GUTTER STANDARD DETAIL I	LIN. FT.	10	\$9.00	\$90.00	\$ 16.00	\$ 160.00	\$ 16.50	\$ 165.00	\$ 20.00	\$ 200.00		
11	CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL	EACH	5	\$250.00	\$1,250.00	\$ 300.00	\$ 1,500.00	\$ 275.00	\$ 1,375.00	\$ 260.00	\$ 1,300.00		
12	CUT,CAP AND RESTRAIN EXIST. 6" WATER MAIN	EACH	1	\$300.00	\$300.00	\$ 875.00	\$ 875.00	\$ 850.00	\$ 850.00	\$ 650.00	\$ 650.00		
13	HYDRANT STD.	EACH	3	\$1,400.00	\$4,200.00	\$ 1,500.00	\$ 4,500.00	\$ 1,295.00	\$ 3,885.00	\$ 1,525.00	\$ 4,575.00		
14	MACHINE GRADING MOD.	STA.	9.3	\$800.00	\$7,440.00	\$ 650.00	\$ 6,045.00	\$ 1,900.00	\$ 17,670.00	\$ 1,036.00	\$ 9,634.80		
15	MANHOLE CASTING EJIW #1040 OR EQUAL	EACH	3	\$475.00	\$1,425.00	\$ 350.00	\$ 1,050.00	\$ 460.00	\$ 1,380.00	\$ 450.00	\$ 1,350.00		
16	REDUCERS 8" TO 6" D.C.I. M.J.	EACH	4	\$200.00	\$800.00	\$ 250.00	\$ 1,000.00	\$ 160.00	\$ 640.00	\$ 265.00	\$ 1,060.00		
17	REMOVING CATCH BASIN	EACH	1	\$300.00	\$300.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 400.00	\$ 290.00	\$ 290.00		
18	REMOVING CONC. CURB & GUTTER	LIN. FT.	10	\$10.00	\$100.00	\$ 17.25	\$ 172.50	\$ 12.00	\$ 120.00	\$ 6.00	\$ 60.00		
19	REMOVING PAVEMENT	SQ.YD.	2929	\$4.00	\$11,716.00	\$ 3.70	\$ 10,837.30	\$ 2.75	\$ 8,054.75	\$ 1.50	\$ 4,393.50		
20	SAND REFILL	CU.YD.	2619	\$8.00	\$20,952.00	\$ 10.00	\$ 26,190.00	\$ 8.00	\$ 20,952.00	\$ 10.00	\$ 26,190.00		
21	SANITARY SEWER 8" SDR 35	LIN. FT.	180	\$40.00	\$7,200.00	\$ 33.00	\$ 5,940.00	\$ 54.00	\$ 9,720.00	\$ 92.00	\$ 16,560.00		
22	SLEEVES LONG 6" D.C.I. M.J.	EACH	4	\$400.00	\$1,600.00	\$ 275.00	\$ 1,100.00	\$ 250.00	\$ 1,000.00	\$ 555.00	\$ 2,220.00		
23	SLEEVES LONG 8" D.C.I. M.J.	EACH	2	\$450.00	\$900.00	\$ 315.00	\$ 630.00	\$ 300.00	\$ 600.00	\$ 430.00	\$ 860.00		
24	STORM SEWER 10" SDR 35	LIN. FT.	4	\$35.00	\$140.00	\$ 400.00	\$ 1,600.00	\$ 35.00	\$ 140.00	\$ 47.00	\$ 188.00		
25	TAPPING SLEEVE 12"X8" W/VALVE & BOX	EACH	1	\$2,000.00	\$2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,650.00	\$ 2,650.00	\$ 2,500.00	\$ 2,500.00		
26	TEE D.C.I. 8" x 8" x 6" M.J.	EACH	3	\$300.00	\$900.00	\$ 360.00	\$ 1,080.00	\$ 350.00	\$ 1,050.00	\$ 420.00	\$ 1,260.00		
27	TRAFFIC CONTROL	LUMP	1	\$7,500.00	\$7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 6,750.00	\$ 6,750.00	\$ 4,500.00	\$ 4,500.00		
28	TRENCH REPAIR MAJOR STREET TYPE IV	LIN. FT.	22	\$45.00	\$990.00	\$ 115.00	\$ 2,530.00	\$ 190.00	\$ 4,180.00	\$ 121.82	\$ 2,680.04		
29	TRENCH REPAIR SPECIAL	LIN. FT.	322	\$50.00	\$16,100.00	\$ 82.00	\$ 26,404.00	\$ 8.50	\$ 2,737.00	\$ 28.58	\$ 9,202.76		
30	UNDERDRAIN 6" PIPE	LIN. FT.	500	\$15.00	\$7,500.00	\$ 5.75	\$ 2,875.00	\$ 6.00	\$ 3,000.00	\$ 4.00	\$ 2,000.00		
31	VALVE 6" GATE M.J. W/BOX	EACH	3	\$575.00	\$1,725.00	\$ 625.00	\$ 1,875.00	\$ 615.00	\$ 1,845.00	\$ 720.00	\$ 2,160.00		
32	VALVE 8" GATE M.J. W/BOX	EACH	8	\$700.00	\$5,600.00	\$ 800.00	\$ 6,400.00	\$ 750.00	\$ 6,000.00	\$ 855.00	\$ 6,840.00		
33	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	155	\$15.00	\$2,325.00	\$ 19.00	\$ 2,945.00	\$ 21.00	\$ 3,255.00	\$ 9.00	\$ 1,395.00		
34	WATERMAIN 6" D.C.I. CL. 52	LIN. FT.	45	\$35.00	\$1,575.00	\$ 33.00	\$ 1,485.00	\$ 41.00	\$ 1,845.00	\$ 34.00	\$ 1,530.00		
35	WATERMAIN 8" D.C.I. CL. 52	LIN. FT.	1105	\$34.00	\$37,570.00	\$ 32.00	\$ 35,360.00	\$ 46.25	\$ 51,106.25	\$ 38.00	\$ 41,990.00		
TOTAL					\$187,188.00		\$199,700.05		\$ 199,482.40		\$187,848.40		

BID TABULATION 05/17/05

		CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		WADEL STABILIZATION 2500 N. OCEANA DR. HART, MI 49420		DAN HOE EXCAVATING 13664 ROCKY'S RD HOLLAND, MI 49423	
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	ADJUST MANHOLE CASTING	EACH	5	\$325.00	\$1,625.00	\$ 450.00	\$ 2,250.00	\$ 350.00	\$ 1,750.00
2	AGGREGATE BASE COURSE 22A @ 6" C.I.P.	SQ.YD.	2929	\$5.00	\$14,645.00	\$ 5.36	\$ 15,699.44	\$ 5.00	\$ 14,645.00
3	BENDS D.C.I. 8" 45° M.J.	EACH	8	\$250.00	\$2,000.00	\$ 350.00	\$ 2,800.00	\$ 350.00	\$ 2,800.00
4	BIT. LEVELING MIX 3C @ 165#/S.Y.	TON	241	\$45.00	\$10,845.00	\$ 41.10	\$ 9,905.10	\$ 60.00	\$ 14,460.00
5	BIT. TOP MIX 4C @ 165#/S.Y.	TON	241	\$50.00	\$12,050.00	\$ 44.24	\$ 10,661.84	\$ 60.00	\$ 14,460.00
6	CATCHBASIN CASTING EJIW #7045 OR EQUAL	EACH	1	\$500.00	\$500.00	\$ 450.00	\$ 450.00	\$ 550.00	\$ 550.00
7	CATCHBASIN FLAT TOP	EACH	1	\$1,300.00	\$1,300.00	\$ 1,100.00	\$ 1,100.00	\$ 1,000.00	\$ 1,000.00
8	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	5	\$225.00	\$1,125.00	\$ 500.00	\$ 2,500.00	\$ 125.00	\$ 625.00
9	CROSS D.C.I. 8"x 8" M.J.	EACH	2	\$450.00	\$900.00	\$ 650.00	\$ 1,300.00	\$ 650.00	\$ 1,300.00
10	CURB & GUTTER STANDARD DETAIL I	LIN. FT.	10	\$9.00	\$90.00	\$ 22.00	\$ 220.00	\$ 16.00	\$ 160.00
11	CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL	EACH	5	\$250.00	\$1,250.00	\$ 250.00	\$ 1,250.00	\$ 125.00	\$ 625.00
12	CUT,CAP AND RESTRAIN EXIST. 6" WATER MAIN	EACH	1	\$300.00	\$300.00	\$ 450.00	\$ 450.00	\$ 750.00	\$ 750.00
13	HYDRANT STD.	EACH	3	\$1,400.00	\$4,200.00	\$ 1,600.00	\$ 4,800.00	\$ 1,250.00	\$ 3,750.00
14	MACHINE GRADING MOD.	STA.	9.3	\$800.00	\$7,440.00	\$ 2,000.00	\$ 18,600.00	\$ 1,500.00	\$ 13,950.00
15	MANHOLE CASTING EJIW #1040 OR EQUAL	EACH	3	\$475.00	\$1,425.00	\$ 800.00	\$ 2,400.00	\$ 550.00	\$ 1,650.00
16	REDUCERS 8" TO 6" D.C.I. M.J.	EACH	4	\$200.00	\$800.00	\$ 225.00	\$ 900.00	\$ 250.00	\$ 1,000.00
17	REMOVING CATCH BASIN	EACH	1	\$300.00	\$300.00	\$ 350.00	\$ 350.00	\$ 250.00	\$ 250.00
18	REMOVING CONC. CURB & GUTTER	LIN. FT.	10	\$10.00	\$100.00	\$ 30.00	\$ 300.00	\$ 10.00	\$ 100.00
19	REMOVING PAVEMENT	SQ.YD.	2929	\$4.00	\$11,716.00	\$ 4.50	\$ 13,180.50	\$ 4.00	\$ 11,716.00
20	SAND REFILL	CU.YD.	2619	\$8.00	\$20,952.00	\$ 14.00	\$ 36,666.00	\$ 9.00	\$ 23,571.00
21	SANITARY SEWER 8" SDR 35	LIN. FT.	180	\$40.00	\$7,200.00	\$ 30.00	\$ 5,400.00	\$ 50.00	\$ 9,000.00
22	SLEEVES LONG 6" D.C.I. M.J.	EACH	4	\$400.00	\$1,600.00	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00
23	SLEEVES LONG 8" D.C.I. M.J.	EACH	2	\$450.00	\$900.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00
24	STORM SEWER 10" SDR 35	LIN. FT.	4	\$35.00	\$140.00	\$ 75.00	\$ 300.00	\$ 45.00	\$ 180.00
25	TAPPING SLEEVE 12"x8" W/VALVE & BOX	EACH	1	\$2,000.00	\$2,000.00	\$ 2,100.00	\$ 2,100.00	\$ 3,000.00	\$ 3,000.00
26	TEE D.C.I. 8" x 8" x 6" M.J.	EACH	3	\$300.00	\$900.00	\$ 350.00	\$ 1,050.00	\$ 400.00	\$ 1,200.00
27	TRAFFIC CONTROL	LUMP	1	\$7,500.00	\$7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00
28	TRENCH REPAIR MAJOR STREET TYPE IV	LIN. FT.	22	\$45.00	\$990.00	\$ 85.00	\$ 1,870.00	\$ 100.00	\$ 2,200.00
29	TRENCH REPAIR SPECIAL	LIN. FT.	322	\$50.00	\$16,100.00	\$ 33.00	\$ 10,626.00	\$ 125.00	\$ 40,250.00
30	UNDERDRAIN 6" PIPE	LIN. FT.	500	\$15.00	\$7,500.00	\$ 6.00	\$ 3,000.00	\$ 8.00	\$ 4,000.00
31	VALVE 6" GATE M.J. W/BOX	EACH	3	\$575.00	\$1,725.00	\$ 750.00	\$ 2,250.00	\$ 750.00	\$ 2,250.00
32	VALVE 8" GATE M.J. W/BOX	EACH	8	\$700.00	\$5,600.00	\$ 950.00	\$ 7,600.00	\$ 850.00	\$ 6,800.00
33	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	155	\$15.00	\$2,325.00	\$ 5.00	\$ 775.00	\$ 15.00	\$ 2,325.00
34	WATERMAIN 6" D.C.I. CL. 52	LIN. FT.	45	\$35.00	\$1,575.00	\$ 40.00	\$ 1,800.00	\$ 25.00	\$ 1,125.00
35	WATERMAIN 8" D.C.I. CL. 52	LIN. FT.	1105	\$34.00	\$37,570.00	\$ 31.00	\$ 34,255.00	\$ 30.00	\$ 33,150.00
		TOTAL			\$187,188.00		\$210,808.88		\$224,592.00

BID TABULATION 05/17/05

CONTRACTOR			ENGINEER'S		SCHULTZ EXCAVATING		MCCORMICK SAND		DAN HOE EXCAVATING		WADEL STABILIZATION	
ADDRESS					5565 6TH ST		998 S. 102ND AVE.		13664 ROCKY'S RD		2500 N. OCEANA DR.	
CITY/ST/ZIP			ESTIMATE		LUDINGTON, MI 49431-0683		SHELBY, MI 49455		HOLLAND, MI 49423		HART, MI 49420	
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	8	\$325.00	\$2,600.00	\$ 385.00	\$ 3,080.00	\$ 475.00	\$ 3,800.00	\$ 350.00	\$ 2,800.00	\$ 450.00	\$ 3,600.00
2 AGGREGATE BASE COURSE 22A @ 6" C.I.P.	SQ.YD.	6588	\$5.00	\$32,940.00	\$ 6.00	\$ 39,528.00	\$ 4.63	\$ 30,502.44	\$ 5.00	\$ 32,940.00	\$ 5.25	\$ 34,587.00
3 BENDS D.C.I. 8" 45° M.J.	EACH	16	\$250.00	\$4,000.00	\$ 225.00	\$ 3,600.00	\$ 290.00	\$ 4,640.00	\$ 350.00	\$ 5,600.00	\$ 350.00	\$ 5,600.00
4 BIT. LEVELING MIX 3C @ 165#/S.Y.	TON	543	\$45.00	\$24,435.00	\$ 44.00	\$ 23,892.00	\$ 41.24	\$ 22,393.32	\$ 60.00	\$ 32,580.00	\$ 41.10	\$ 22,317.30
5 BIT. TOP MIX 4C @ 165#/S.Y.	TON	543	\$50.00	\$27,150.00	\$ 45.00	\$ 24,435.00	\$ 43.43	\$ 23,582.49	\$ 60.00	\$ 32,580.00	\$ 42.24	\$ 22,936.32
6 CATCH BASIN CASTING EJ #7045 OR EQUAL	EACH	7	\$500.00	\$3,500.00	\$ 450.00	\$ 3,150.00	\$ 600.00	\$ 4,200.00	\$ 550.00	\$ 3,850.00	\$ 450.00	\$ 3,150.00
7 CATCH BASIN FLAT TOP	EACH	7	\$1,300.00	\$9,100.00	\$ 1,200.00	\$ 8,400.00	\$ 900.00	\$ 6,300.00	\$ 1,000.00	\$ 7,000.00	\$ 1,100.00	\$ 7,700.00
8 CONCRETE DRIVE APPROACH 6" STANDARD	SQ.YD.	17	\$28.00	\$476.00	\$ 28.50	\$ 484.50	\$ 45.00	\$ 765.00	\$ 35.00	\$ 595.00	\$ 31.50	\$ 535.50
9 CONCRETE GUTTER PAN	LIN. FT.	61	\$15.00	\$915.00	\$ 16.00	\$ 976.00	\$ 16.00	\$ 976.00	\$ 15.00	\$ 915.00	\$ 17.00	\$ 1,037.00
10 CONCRETE SIDEWALK 4"	SQ. FT.	350	\$3.00	\$1,050.00	\$ 2.50	\$ 875.00	\$ 2.50	\$ 875.00	\$ 5.00	\$ 1,750.00	\$ 2.85	\$ 997.50
11 CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	26	\$225.00	\$5,850.00	\$ 160.00	\$ 4,160.00	\$ 220.00	\$ 5,720.00	\$ 125.00	\$ 3,250.00	\$ 500.00	\$ 13,000.00
12 CROSS D.C.I. 8"x 8" M.J.	EACH	4	\$450.00	\$1,800.00	\$ 350.00	\$ 1,400.00	\$ 600.00	\$ 2,400.00	\$ 650.00	\$ 2,600.00	\$ 650.00	\$ 2,600.00
13 CURB & GUTTER STANDARD DETAIL I	LIN. FT.	90	\$9.00	\$810.00	\$ 16.00	\$ 1,440.00	\$ 16.00	\$ 1,440.00	\$ 16.00	\$ 1,440.00	\$ 17.00	\$ 1,530.00
14 CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL	EACH	7	\$250.00	\$1,750.00	\$ 500.00	\$ 3,500.00	\$ 260.00	\$ 1,820.00	\$ 125.00	\$ 875.00	\$ 250.00	\$ 1,750.00
15 CUT,CAP AND RESTRAIN EXIST. 6" WATER MAIN	EACH	1	\$300.00	\$300.00	\$ 850.00	\$ 850.00	\$ 650.00	\$ 650.00	\$ 750.00	\$ 750.00	\$ 450.00	\$ 450.00
16 HYDRANT STD.	EACH	5	\$1,400.00	\$7,000.00	\$ 1,500.00	\$ 7,500.00	\$ 1,525.00	\$ 7,625.00	\$ 1,250.00	\$ 6,250.00	\$ 1,600.00	\$ 8,000.00
17 MACHINE GRADING MOD.	STA.	20.4	\$800.00	\$16,320.00	\$ 600.00	\$ 12,240.00	\$ 930.00	\$ 18,972.00	\$ 1,500.00	\$ 30,600.00	\$ 1,750.00	\$ 35,700.00
18 MANHOLE CASTING EJ #1040 OR EQUAL	EACH	4	\$475.00	\$1,900.00	\$ 350.00	\$ 1,400.00	\$ 450.00	\$ 1,800.00	\$ 550.00	\$ 2,200.00	\$ 700.00	\$ 2,800.00
19 MANHOLE FLOW LINE	EACH	1	\$150.00	\$150.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
20 REDUCERS 8" TO 6" D.C.I. M.J.	EACH	8	\$200.00	\$1,600.00	\$ 250.00	\$ 2,000.00	\$ 265.00	\$ 2,120.00	\$ 250.00	\$ 2,000.00	\$ 225.00	\$ 1,800.00
21 REMOVING CATCH BASIN	EACH	7	\$300.00	\$2,100.00	\$ 260.00	\$ 1,820.00	\$ 290.00	\$ 2,030.00	\$ 250.00	\$ 1,750.00	\$ 350.00	\$ 2,450.00
22 REMOVING CONC. CURB	LIN. FT.	49	\$10.00	\$490.00	\$ 5.00	\$ 245.00	\$ 15.00	\$ 735.00	\$ 15.00	\$ 735.00	\$ 15.00	\$ 735.00
23 REMOVING CONC. CURB & GUTTER	LIN. FT.	90	\$10.00	\$900.00	\$ 5.00	\$ 450.00	\$ 6.00	\$ 540.00	\$ 10.00	\$ 900.00	\$ 15.00	\$ 1,350.00
24 REMOVING CONC. DRIVE APPROACH	SQ.YD.	17	\$6.50	\$110.50	\$ 24.00	\$ 408.00	\$ 9.00	\$ 153.00	\$ 10.00	\$ 170.00	\$ 30.00	\$ 510.00
25 REMOVING CONC. GUTTER PAN	LIN. FT.	61	\$10.00	\$610.00	\$ 5.00	\$ 305.00	\$ 6.00	\$ 366.00	\$ 10.00	\$ 610.00	\$ 15.00	\$ 915.00
26 REMOVING CONC. SW	SQ. FT.	350	\$2.00	\$700.00	\$ 2.00	\$ 700.00	\$ 1.00	\$ 350.00	\$ 1.00	\$ 350.00	\$ 3.00	\$ 1,050.00
27 REMOVING PAVEMENT	SQ.YD.	6588	\$4.00	\$26,352.00	\$ 3.50	\$ 23,058.00	\$ 1.78	\$ 11,726.64	\$ 4.00	\$ 26,352.00	\$ 4.50	\$ 29,646.00
28 SAND REFILL	CU.YD.	4316	\$6.00	\$25,896.00	\$ 9.00	\$ 38,844.00	\$ 10.00	\$ 43,160.00	\$ 9.00	\$ 38,844.00	\$ 12.00	\$ 51,792.00
29 SANITARY SEWER 8" SDR 35	LIN. FT.	180	\$40.00	\$7,200.00	\$ 33.00	\$ 5,940.00	\$ 92.00	\$ 16,560.00	\$ 50.00	\$ 9,000.00	\$ 32.00	\$ 5,760.00
30 SLEEVES LONG 6" D.C.I. M.J.	EACH	8	\$400.00	\$3,200.00	\$ 225.00	\$ 1,800.00	\$ 555.00	\$ 4,440.00	\$ 500.00	\$ 4,000.00	\$ 1,000.00	\$ 8,000.00
31 SLEEVES LONG 8" D.C.I. M.J.	EACH	3	\$450.00	\$1,350.00	\$ 250.00	\$ 750.00	\$ 430.00	\$ 1,290.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 3,000.00
32 STORM SEWER 10" SDR 35	LIN. FT.	28	\$35.00	\$980.00	\$ 63.00	\$ 1,764.00	\$ 47.00	\$ 1,316.00	\$ 45.00	\$ 1,260.00	\$ 75.00	\$ 2,100.00
33 TAPPING SLEEVE 12"x8" W/VALVE & BOX	EACH	1	\$2,000.00	\$2,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,100.00	\$ 2,100.00
34 TEE D.C.I. 8" x 8" x 6" M.J.	EACH	5	\$300.00	\$1,500.00	\$ 360.00	\$ 1,800.00	\$ 420.00	\$ 2,100.00	\$ 400.00	\$ 2,000.00	\$ 350.00	\$ 1,750.00
35 TRAFFIC CONTROL	LUMP	1	\$7,500.00	\$7,500.00	\$ 11,000.00	\$ 11,000.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00
36 TRENCH REPAIR MAJOR STREET TYPE IV	LIN. FT.	22	\$45.00	\$990.00	\$ 150.00	\$ 3,300.00	\$ 121.82	\$ 2,680.04	\$ 100.00	\$ 2,200.00	\$ 85.00	\$ 1,870.00
37 TRENCH REPAIR SPECIAL	LIN. FT.	402	\$50.00	\$20,100.00	\$ 90.00	\$ 36,180.00	\$ 26.08	\$ 10,484.16	\$ 125.00	\$ 50,250.00	\$ 32.00	\$ 12,864.00
38 UNDERDRAIN 6" PIPE	LIN. FT.	932	\$15.00	\$13,980.00	\$ 5.75	\$ 5,359.00	\$ 4.00	\$ 3,728.00	\$ 8.00	\$ 7,456.00	\$ 5.00	\$ 4,660.00
39 VALVE 6" GATE M.J. W/BOX	EACH	5	\$575.00	\$2,875.00	\$ 650.00	\$ 3,250.00	\$ 720.00	\$ 3,600.00	\$ 750.00	\$ 3,750.00	\$ 750.00	\$ 3,750.00
40 VALVE 8" GATE M.J. W/BOX	EACH	16	\$700.00	\$11,200.00	\$ 800.00	\$ 12,800.00	\$ 855.00	\$ 13,680.00	\$ 850.00	\$ 13,600.00	\$ 950.00	\$ 15,200.00
41 WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	460	\$15.00	\$6,900.00	\$ 16.00	\$ 7,360.00	\$ 9.00	\$ 4,140.00	\$ 15.00	\$ 6,900.00	\$ 5.00	\$ 2,300.00
42 WATERMAIN 6" D.C.I. CL. 52	LIN. FT.	96	\$35.00	\$3,360.00	\$ 33.00	\$ 3,168.00	\$ 34.00	\$ 3,264.00	\$ 25.00	\$ 2,400.00	\$ 40.00	\$ 3,840.00
43 WATERMAIN 8" D.C.I. CL. 52	LIN. FT.	2297	\$34.00	\$78,098.00	\$ 32.00	\$ 73,504.00	\$ 37.50	\$ 86,137.50	\$ 30.00	\$ 68,910.00	\$ 27.50	\$ 63,167.50
TOTAL				\$362,037.50		\$379,265.50		\$362,361.59		\$427,012.00		\$400,500.12

Date: May 24, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Fair Ave., Torrent St. to Addison St.

SUMMARY OF REQUEST:

The paving as well as sanitary sewer upgrade contract (H-1598) on Fair Ave. between Torrent St. & Addison St. be awarded to Schultz Excavating, Inc.. out of Ludington, MI. Schultz Excavating, Inc., was the lowest, see attached bid tabulation, responsible bidder with a bid price of \$112,618.85.

FINANCIAL IMPACT:

The construction cost of \$112,618.85 plus related engineering expenses.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to Schultz Excavating, Inc..

COMMITTEE RECOMMENDATION:

**H-1598, W-674 & S-607 FAIR AVE. TORRENT ST. TO ADDISON ST.
BID TABULATION 05/17/05**

CONTRACTOR ADDRESS				ENGINEER'S		DAN HOE EXCAVATING 13664 ROCKY'S RD		SCHULTZ EXCAVATING 5565 6TH ST		JACKSON-MERKEY 555 E. WESTERN AVE.	
CITY/ST/ZIP				ESTIMATE		HOLLAND, MI 49423		LUDINGTON, MI 49431-0683		MUSKEGON, MI 49441	
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	ADJUST MANHOLE CASTINGS	EA.	28	\$325.00	\$9,100.00	\$ 500.00	\$ 14,000.00	\$ 425.00	\$ 11,900.00	\$ 350.00	\$ 9,800.00
2	AGGREGATE PREPARATORY WORK	STA.	13	\$500.00	\$6,500.00	\$ 1,200.00	\$ 15,600.00	\$ 300.00	\$ 3,900.00	\$ 565.00	\$ 7,345.00
3	BIT. LEVELING MIX 3C @ 165#/S.Y.	TON	231	\$47.00	\$10,857.00	\$ 60.00	\$ 13,860.00	\$ 46.00	\$ 10,626.00	\$ 44.60	\$ 10,302.60
4	BIT. TOP MIX 4C @ 165#/S.Y.	TON	242	\$53.00	\$12,826.00	\$ 60.00	\$ 14,520.00	\$ 48.00	\$ 11,616.00	\$ 47.50	\$ 11,495.00
5	CATCH BASIN CASTING E.J.#5051 OR EQUAL	EACH	2	\$600.00	\$1,200.00	\$ 600.00	\$ 1,200.00	\$ 400.00	\$ 800.00	\$ 535.00	\$ 1,070.00
6	CATCH BASIN CASTING E.J.#7045 OR EQUAL	EACH	4	\$600.00	\$2,400.00	\$ 650.00	\$ 2,600.00	\$ 450.00	\$ 1,800.00	\$ 575.00	\$ 2,300.00
7	CATCH BASIN 2' I.D.	EACH	5	\$1,000.00	\$5,000.00	\$ 900.00	\$ 4,500.00	\$ 1,000.00	\$ 5,000.00	\$ 1,050.00	\$ 5,250.00
8	CONC. CURB & GUTTER STD. DETAIL 1.	LIN. FT.	193	\$11.75	\$2,267.75	\$ 18.00	\$ 3,474.00	\$ 16.00	\$ 3,088.00	\$ 16.50	\$ 3,184.50
9	CORP STOP 1" MUELLER #15000 OR EQUAL	EA.	4	\$2.00	\$8.00	\$ 350.00	\$ 1,400.00	\$ 160.00	\$ 640.00	\$ 225.00	\$ 900.00
10	CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL	EA.	4	\$3.00	\$12.00	\$ 350.00	\$ 1,400.00	\$ 250.00	\$ 1,000.00	\$ 245.00	\$ 980.00
11	CONC. SIDEWALK 4"	SQ.FT.	1057	\$150.00	\$158,550.00	\$ 5.00	\$ 5,285.00	\$ 2.75	\$ 2,906.75	\$ 2.75	\$ 2,906.75
12	CONC. SIDEWALK 6"	SQ.FT.	109	\$200.00	\$21,800.00	\$ 6.00	\$ 654.00	\$ 3.25	\$ 354.25	\$ 3.30	\$ 359.70
13	MANHOLE CASTING E.J.#1000 OR EQUAL	EACH	12	\$500.00	\$6,000.00	\$ 500.00	\$ 6,000.00	\$ 325.00	\$ 3,900.00	\$ 480.00	\$ 5,760.00
14	REM. BIT. SURFACE BY COLD MILLING 3" TO 4"	S.Y.	2665	\$3.00	\$7,995.00	\$ 5.00	\$ 13,325.00	\$ 1.00	\$ 2,665.00	\$ 2.50	\$ 6,662.50
15	REMOVING CONC. CURB	LIN. FT.	122	\$9.00	\$1,098.00	\$ 15.00	\$ 1,830.00	\$ 5.00	\$ 610.00	\$ 16.00	\$ 1,952.00
16	REMOVING CONC. CURB & GUTTER	LIN. FT.	193	\$5.00	\$965.00	\$ 8.00	\$ 1,544.00	\$ 5.00	\$ 965.00	\$ 7.00	\$ 1,351.00
17	REMOVING CONC. SIDEWALK	SQ.FT.	1051	\$1.50	\$1,576.50	\$ 1.00	\$ 1,051.00	\$ 1.35	\$ 1,418.85	\$ 1.10	\$ 1,156.10
18	SANITARY SEWER 10" D.C.I. CL. 52	LIN. FT.	14	\$165.00	\$2,310.00	\$ 75.00	\$ 1,050.00	\$ 150.00	\$ 2,100.00	\$ 115.00	\$ 1,610.00
19	SANITARY SEWER SERVICE 6" SDR 35	LIN. FT.	130	\$25.00	\$3,250.00	\$ 40.00	\$ 5,200.00	\$ 48.00	\$ 6,240.00	\$ 39.00	\$ 5,070.00
20	SANITARY SEWER 8" SDR 35	LIN. FT.	213	\$25.00	\$5,325.00	\$ 55.00	\$ 11,715.00	\$ 45.00	\$ 9,585.00	\$ 69.00	\$ 14,697.00
21	SANITARY SEWER WYE 8"x 6" SDR 35	EACH	9	\$150.00	\$1,350.00	\$ 200.00	\$ 1,800.00	\$ 100.00	\$ 900.00	\$ 80.00	\$ 720.00
22	STORM SEWER 10" S.D.R. 35	LIN. FT.	81	\$27.50	\$2,227.50	\$ 40.00	\$ 3,240.00	\$ 46.00	\$ 3,726.00	\$ 24.00	\$ 1,944.00
23	STORM SEWER 15" S.D.R. 35	LIN. FT.	30	\$33.00	\$990.00	\$ 50.00	\$ 1,500.00	\$ 49.50	\$ 1,485.00	\$ 29.00	\$ 870.00
24	TOPSOIL, SEED & MULCH	S.Y.	55	\$2.00	\$110.00	\$ 10.00	\$ 550.00	\$ 7.00	\$ 385.00	\$ 5.00	\$ 275.00
25	TRAFFIC CONTROL	LUMP	1	\$4,000.00	\$4,000.00	\$ 6,500.00	\$ 6,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,450.00	\$ 4,450.00
26	TRENCH REPAIR , LOCAL STREET TYPE I (EXTRA STRENGTH 9 SAC)	LIN. FT.	117	\$85.00	\$9,945.00	\$ 75.00	\$ 8,775.00	\$ 87.00	\$ 10,179.00	\$ 78.00	\$ 9,126.00
27	TRENCH REPAIR, LOCAL STREET TYPE III (AGG. BASE)	LIN. FT.	243	\$20.00	\$4,860.00	\$ 8.00	\$ 1,944.00	\$ 35.00	\$ 8,505.00	\$ 15.50	\$ 3,766.50
28	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	83	\$20.00	\$1,660.00	\$ 16.00	\$ 1,328.00	\$ 28.00	\$ 2,324.00	\$ 19.00	\$ 1,577.00
TOTAL					\$284,182.75		\$145,845.00		\$ 112,618.85		\$ 116,880.65

Date: May 24, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Fifth St., Campus Ave. to Merrill Ave.

SUMMARY OF REQUEST:

The paving as well as underground utilities upgrade contract (H-1599) on Fifth St., between Campus Ave. & Merrill Ave. be awarded to Schultz Excavating, Inc. out of Ludington, MI. Schultz Excavating, Inc. was the lowest, see attached bid tabulation, responsible bidder with a bid price of \$349,006.25.

FINANCIAL IMPACT:

The construction cost of \$349,006.25 plus related engineering expenses.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to Shultz Excavating, Inc.

COMMITTEE RECOMMENDATION:

**H-1599,W-663,S-599 FIFTH ST./CAMPUS TO MERRILL
BID TABULATION 05/17/05**

CONTRACTOR ADDRESS			ENGINEER'S		SCHULTZ EXCAVATING 5565 6TH ST		JACKSON-MERKEY 555 E. WESTERN AVE.		WADEL STABILIZATION 2500 N. OCEANA DR.		DAN HOE EXCAVATING 13664 ROCKY'S RD	
CITY/ST/ZIP			ESTIMATE		LUDINGTON, MI 49431-0683		MUSKEGON, MI 49441		HART, MI 49420		HOLLAND, MI 49423	
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	\$330.00	\$1,320.00	\$ 400.00	\$ 1,600.00	\$ 375.00	\$ 1,500.00	\$ 450.00	\$ 1,800.00	\$ 350.00	\$ 1,400.00
2 AGGREGATE BASE COURSE 22A @ 6" C.I.P.	SQ.YD.	3410	\$6.00	\$20,460.00	\$ 6.25	\$ 21,312.50	\$ 6.25	\$ 21,312.50	\$ 5.10	\$ 17,391.00	\$ 4.75	\$ 16,197.50
3 BENDS D.C.I. 8" 45° M.J.	EACH	12	\$255.00	\$3,060.00	\$ 250.00	\$ 3,000.00	\$ 275.00	\$ 3,300.00	\$ 400.00	\$ 4,800.00	\$ 250.00	\$ 3,000.00
4 BIT. LEVELING MIX 3C @ 165#/S.Y.	TON	289	\$45.00	\$13,005.00	\$ 45.00	\$ 13,005.00	\$ 41.30	\$ 11,935.70	\$ 41.30	\$ 11,935.70	\$ 45.00	\$ 13,005.00
5 BIT. TOP MIX 4C @ 165#/S.Y.	TON	289	\$50.00	\$14,450.00	\$ 48.00	\$ 13,872.00	\$ 44.45	\$ 12,846.05	\$ 44.50	\$ 12,860.50	\$ 45.00	\$ 13,005.00
6 CATCHBASIN CASTING EJIW #5150 OR EQUAL	EACH	2	\$560.00	\$1,120.00	\$ 400.00	\$ 800.00	\$ 535.00	\$ 1,070.00	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00
7 CATCHBASIN CASTING EJIW #7045 OR EQUAL	EACH	6	\$560.00	\$3,360.00	\$ 450.00	\$ 2,700.00	\$ 565.00	\$ 3,390.00	\$ 400.00	\$ 2,400.00	\$ 550.00	\$ 3,300.00
8 CATCHBASIN FLAT TOP	EACH	8	\$1,000.00	\$8,000.00	\$ 1,250.00	\$ 10,000.00	\$ 1,280.00	\$ 10,240.00	\$ 1,100.00	\$ 8,800.00	\$ 1,200.00	\$ 9,600.00
9 CONC. DRIVE APPROACH 6" STD.	SQ.YD.	711	\$26.00	\$18,486.00	\$ 22.00	\$ 15,642.00	\$ 22.25	\$ 15,819.75	\$ 25.20	\$ 17,917.20	\$ 24.00	\$ 17,064.00
10 CONC. SIDEWALK 4"	SQ.FT.	2623	\$3.00	\$7,869.00	\$ 2.25	\$ 5,901.75	\$ 2.15	\$ 5,639.45	\$ 2.50	\$ 6,557.50	\$ 2.50	\$ 6,557.50
11 CONC. SIDEWALK 6"	SQ.FT.	250	\$4.00	\$1,000.00	\$ 2.50	\$ 625.00	\$ 2.50	\$ 625.00	\$ 2.80	\$ 700.00	\$ 3.00	\$ 750.00
12 CONCRETE CURB & GUTTER STD DETAIL 1	LIN. FT.	2140	\$11.00	\$23,540.00	\$ 8.25	\$ 17,655.00	\$ 8.50	\$ 18,190.00	\$ 9.70	\$ 20,758.00	\$ 9.00	\$ 19,260.00
13 CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	12	\$220.00	\$2,640.00	\$ 160.00	\$ 1,920.00	\$ 200.00	\$ 2,400.00	\$ 500.00	\$ 6,000.00	\$ 200.00	\$ 2,400.00
14 CROSS D.C.I. 8"x 8" M.J.	EACH	2	\$450.00	\$900.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 550.00	\$ 1,100.00	\$ 425.00	\$ 850.00
15 CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL	EACH	11	\$250.00	\$2,750.00	\$ 250.00	\$ 2,750.00	\$ 220.00	\$ 2,420.00	\$ 250.00	\$ 2,750.00	\$ 250.00	\$ 2,750.00
16 CUT, CAP, AND RESTRAIN EXISTING 6" C.I. WATERMAIN	EACH	2	\$600.00	\$1,200.00	\$ 875.00	\$ 1,750.00	\$ 725.00	\$ 1,450.00	\$ 400.00	\$ 800.00	\$ 100.00	\$ 200.00
17 HYDRANT STD.	EACH	4	\$1,470.00	\$5,880.00	\$ 1,450.00	\$ 5,800.00	\$ 1,295.00	\$ 5,180.00	\$ 1,600.00	\$ 6,400.00	\$ 1,850.00	\$ 7,400.00
18 MACHINE GRADING MOD.	STA.	10.5	\$800.00	\$8,400.00	\$ 600.00	\$ 6,300.00	\$ 1,570.00	\$ 16,485.00	\$ 1,950.00	\$ 20,475.00	\$ 1,500.00	\$ 15,750.00
19 MANHOLE CASTING EJIW #1040 OR EQUAL	EACH	9	\$475.00	\$4,275.00	\$ 350.00	\$ 3,150.00	\$ 460.00	\$ 4,140.00	\$ 700.00	\$ 6,300.00	\$ 475.00	\$ 4,275.00
20 REDUCERS 8" TO 6" D.C.I. M.J.	EACH	6	\$220.00	\$1,320.00	\$ 250.00	\$ 1,500.00	\$ 160.00	\$ 960.00	\$ 220.00	\$ 1,320.00	\$ 250.00	\$ 1,500.00
21 REMOVING CATCH BASIN	EACH	9	\$325.00	\$2,925.00	\$ 250.00	\$ 2,250.00	\$ 400.00	\$ 3,600.00	\$ 300.00	\$ 2,700.00	\$ 200.00	\$ 1,800.00
22 REMOVING CONC. DRIVE APPROACH	SQ.YD.	645	\$9.00	\$5,805.00	\$ 25.00	\$ 16,125.00	\$ 7.75	\$ 4,998.75	\$ 8.00	\$ 5,160.00	\$ 5.00	\$ 3,225.00
23 REMOVING CONC. SIDEWALK	SQ.FT.	2815	\$1.75	\$4,926.25	\$ 2.00	\$ 5,630.00	\$ 1.15	\$ 3,237.25	\$ 1.00	\$ 2,815.00	\$ 0.50	\$ 1,407.50
24 REMOVING MANHOLES	EACH	18	\$310.00	\$5,580.00	\$ 275.00	\$ 4,950.00	\$ 450.00	\$ 8,100.00	\$ 350.00	\$ 6,300.00	\$ 200.00	\$ 3,600.00
25 REMOVING PAVEMENT	SQ.YD.	3974	\$5.00	\$19,870.00	\$ 5.50	\$ 21,857.00	\$ 1.90	\$ 7,550.60	\$ 5.00	\$ 19,870.00	\$ 3.00	\$ 11,922.00
26 SANITARY MAHOLE (DROP MANHOLE) 10'-16' DEEP	EACH	1	\$1,800.00	\$1,800.00	\$ 4,050.00	\$ 4,050.00	\$ 3,740.00	\$ 3,740.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
27 SANITARY MANHOLE STD 0'-10' DEEP	EACH	3	\$1,500.00	\$4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 2,020.00	\$ 6,060.00	\$ 1,700.00	\$ 5,100.00	\$ 2,000.00	\$ 6,000.00
28 SANITARY MANHOLE STD 10'-16' DEEP	EACH	1	\$1,800.00	\$1,800.00	\$ 2,500.00	\$ 2,500.00	\$ 2,290.00	\$ 2,290.00	\$ 1,700.00	\$ 1,700.00	\$ 1,750.00	\$ 1,750.00
29 SANITARY SEWER 10" SDR 35	LIN. FT.	345	\$38.00	\$13,110.00	\$ 23.00	\$ 7,935.00	\$ 38.50	\$ 13,282.50	\$ 35.00	\$ 12,075.00	\$ 50.00	\$ 17,250.00
30 SANITARY SEWER 12" SDR 35	LIN. FT.	689	\$48.00	\$33,072.00	\$ 32.00	\$ 22,048.00	\$ 42.00	\$ 28,938.00	\$ 39.00	\$ 26,871.00	\$ 65.00	\$ 44,785.00
31 SANITARY SEWER 15" SDR 35	LIN. FT.	33	\$50.00	\$1,650.00	\$ 90.00	\$ 2,970.00	\$ 55.00	\$ 1,815.00	\$ 80.00	\$ 2,640.00	\$ 90.00	\$ 2,970.00
32 SANITARY SEWER 24" SDR 35	LIN. FT.	33	\$50.00	\$1,650.00	\$ 130.00	\$ 4,290.00	\$ 105.00	\$ 3,465.00	\$ 120.00	\$ 3,960.00	\$ 100.00	\$ 3,300.00
33 SANITARY SEWER 8" SDR 35	LIN. FT.	132	\$35.00	\$4,620.00	\$ 34.00	\$ 4,488.00	\$ 37.00	\$ 4,884.00	\$ 50.00	\$ 6,600.00	\$ 35.00	\$ 4,620.00
34 SANITARY SEWER SERVICE 6" SDR 35	LIN. FT.	561	\$23.00	\$12,903.00	\$ 22.00	\$ 12,342.00	\$ 32.00	\$ 17,952.00	\$ 26.00	\$ 14,586.00	\$ 30.00	\$ 16,830.00
35 SANITARY WYE 10" X 6" SDR 35	EACH	7	\$225.00	\$1,575.00	\$ 150.00	\$ 1,050.00	\$ 120.00	\$ 840.00	\$ 250.00	\$ 1,750.00	\$ 200.00	\$ 1,400.00
36 SANITARY WYE 12" X 6" SDR 35	EACH	10	\$275.00	\$2,750.00	\$ 200.00	\$ 2,000.00	\$ 155.00	\$ 1,550.00	\$ 300.00	\$ 3,000.00	\$ 250.00	\$ 2,500.00
37 SLEEVES 6" D.C.I. M.J. LONG	EACH	6	\$580.00	\$3,480.00	\$ 225.00	\$ 1,350.00	\$ 250.00	\$ 1,500.00	\$ 750.00	\$ 4,500.00	\$ 500.00	\$ 3,000.00
38 SLEEVES 8" D.C.I. M.J. LONG	EACH	2	\$675.00	\$1,350.00	\$ 225.00	\$ 450.00	\$ 300.00	\$ 600.00	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00
39 STORM MANHOLE STD 0'-10' DEEP	EACH	2	\$1,500.00	\$3,000.00	\$ 1,300.00	\$ 2,600.00	\$ 1,225.00	\$ 2,450.00	\$ 1,200.00	\$ 2,400.00	\$ 1,250.00	\$ 2,500.00
40 STORM SEWER 12" C-76 CL-V	LIN. FT.	484	\$28.00	\$13,552.00	\$ 25.00	\$ 12,100.00	\$ 26.00	\$ 12,584.00	\$ 27.00	\$ 13,068.00	\$ 25.00	\$ 12,100.00
41 STORM SEWER 12" D.C.I.	LIN. FT.	50	\$40.00	\$2,000.00	\$ 70.00	\$ 3,500.00	\$ 41.00	\$ 2,050.00	\$ 50.00	\$ 2,500.00	\$ 45.00	\$ 2,250.00
42 TAPPING SLEEVE 16"X8" W/VALVE & BOX	EACH	2	\$2,200.00	\$4,400.00	\$ 2,400.00	\$ 4,800.00	\$ 2,590.00	\$ 5,180.00	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00
43 TEE D.C.I. 8" x 8" x 6" M.J.	EACH	4	\$340.00	\$1,360.00	\$ 360.00	\$ 1,440.00	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00	\$ 300.00	\$ 1,200.00
44 TERRACE GRADING	LIN. FT.	1050	\$9.00	\$9,450.00	\$ 12.00	\$ 12,600.00	\$ 7.35	\$ 7,717.50	\$ 6.00	\$ 6,300.00	\$ 5.00	\$ 5,250.00
45 TRAFFIC CONTROL	LUMP	1	\$7,500.00	\$7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,775.00	\$ 3,775.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00
46 VALVE 6" GATE M.J. W/BOX	EACH	4	\$600.00	\$2,400.00	\$ 725.00	\$ 2,900.00	\$ 610.00	\$ 2,440.00	\$ 650.00	\$ 2,600.00	\$ 650.00	\$ 2,600.00
47 VALVE 8" GATE M.J. W/BOX	EACH	9	\$755.00	\$6,795.00	\$ 800.00	\$ 7,200.00	\$ 745.00	\$ 6,705.00	\$ 850.00	\$ 7,650.00	\$ 750.00	\$ 6,750.00
48 WATER METER PIT COMPLETE	EACH	1	\$700.00	\$700.00	\$ 800.00	\$ 800.00	\$ 715.00	\$ 715.00	\$ 850.00	\$ 850.00	\$ 750.00	\$ 750.00
49 WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	390	\$15.00	\$5,850.00	\$ 20.00	\$ 7,800.00	\$ 16.50	\$ 6,435.00	\$ 6.00	\$ 2,340.00	\$ 14.00	\$ 5,460.00
50 WATER VALVE BOX COMPLETE	EACH	1	\$250.00	\$250.00	\$ 150.00	\$ 150.00	\$ 325.00	\$ 325.00	\$ 350.00	\$ 350.00	\$ 125.00	\$ 125.00
51 WATERMAIN 6" D.C.I. CL. 52	LIN. FT.	95	\$35.00	\$3,325.00	\$ 35.00	\$ 3,325.00	\$ 39.50	\$ 3,752.50	\$ 50.00	\$ 4,750.00	\$ 25.00	\$ 2,375.00
52 WATERMAIN 8" D.C.I. CL. 52	LIN. FT.	1031	\$34.00	\$35,054.00	\$ 33.00	\$ 34,023.00	\$ 42.75	\$ 44,075.25	\$ 32.00	\$ 32,992.00	\$ 30.00	\$ 30,930.00
TOTAL				\$362,037.25		\$349,006.25		\$ 353,610.80		\$364,091.90		\$353,913.50

18
DATE: May 16, 2005
TO: Honorable Mayor and Commissioners
FROM: Anthony L. Kleibecker, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-050085 Address: 1376 Sanford.

*withdrawn
by staff*

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1376 Sanford** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-050085 – 1376 Sanford

Location and ownership: This structure is located on Sanford between Isabella and Washington and is owned by Marshall Redder.

Staff Correspondence: A dangerous building inspection was conducted on 02/16/05 and the notice and order to repair was issued on 02/23/05. On 04/07/05 the HBA declared the structure substandard and dangerous. The case began after structure was damaged by fire. A progress inspection conducted 05/05/05 home is partially demolished.

Owner Contact: Owner pulled permit to demolish 03/01/05. Mr. Redder sent letter to Inspections Department stating the demolition would be complete by 04/30/05.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$10,000

Estimated cost to repair: Not able to repair

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, May 24, 2005.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

1376 Sanford (Fire Damaged)

02/16/05

Inspection noted:

1. Home was severely damaged by fire, major structural damage occurred to roof system, floors, walls, and bearing beams.
2. Home has sat vacant in damaged state since December 2004. No permits to renovate or demolish have been obtained. No contact with owner on intentions.

Please contact Inspection Services with any questions at 231-724-6715.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 10-61 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE



1376 Sanford St



1376 SANFORD ST. 12/28/2004.
FIRE DAMAGE.

MARSHALL ROBBER
3960 30th ST. SW,
GRANDVILLE MI.

DATE: May 16, 2005

TO: Honorable Mayor and Commissioners

FROM: Anthony L. Kleibecker, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-01-044 Address: 252 Allen.

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **252 Allen – AREA 11** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-01-044 – 252 Allen

Location and ownership: This structure is located on Allen between Fork and Cedar St and is owned by William Pace Sr.

Staff Correspondence: A dangerous building inspection was conducted on 09/06/01 and an interior inspection on 10/31/01. The Notice and Order to Repair was issued on 09/14/01. On 06/05/03 the HBA declared the structure substandard and dangerous.

Owner Contact: The property was represented by the daughter of the owner at the HBA meeting dated 11/01/01 stating intentions that the family would rehab. HBA tabled the case for 60 days. Case brought back to HBA 01/03/02. Mr. Pace and his step-daughter were present to represent this case. It was stated the issue with Andy Johnson has been resolved and the 1999 taxes have now been paid. They need more time to get contractors lined up. The HBA tabled case for 30 days to allow time for owner to submit a time line for repairs, and apply for permits. Case brought back to HBA 02/07/02. This case was removed from the agenda. The owner had been in contact with the Inspection Department and was in the process of repairing. A permit was issued 02/05/02 to repair roof and permit issued 06/24/03 for vinyl siding. Case brought back to HBA 06/05/03. Mr. Grabinski gave a history on this case and stated that it appears work has come to a standstill. The owner's daughter-in-law was present and stated that work has stopped because they ran out of money. The house is gutted now and new rafters have been put on. There has been no contact from the owners since April 2002. The HBA declared the house dangerous, substandard and a public nuisance 06/05/03.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$17,400

Estimated cost to repair: \$25,000

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, May 24, 2005.

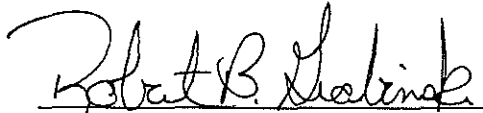
CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT
252 Allen Ave.

9/6/01

Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. No water, no gas, electric pulled 9/5/01.
3. Steps to upstairs floor broken, missing.
4. Filth, garbage throughout structure.
5. Infested with roaches, mice and ants.
6. Ceilings gone or falling – water leaks throughout.
7. Open splices – many areas.
8. Roof system failing – rafters pulling away.
9. Extension cord use in basement.
10. Broken windows – front.
11. Bathroom floor weak – not level.
12. Walls crumbling – plaster falling.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.


Robert Grabinski, Fire Marshal/Inspection Services

9/7/01
DATE

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

252 Allen Ave.
(INTERIOR INSPECTION)

Inspection noted:

1. Large amount of ceiling damage due to water infiltration – ceiling covering of Lath and plaster falling off ceiling throughout entire home.
2. Upper stairway deteriorated, rotted treads and risers very unsafe. Deteriorated guardrail.
3. Roof covering installed over damaged rafters.
4. No smoke detectors.
5. Replace furnace and all duct work.
6. Replace all gas lines.
7. Replace all plumbing. (piping and fixtures)

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.


HENRY FALTINOWSKI, BUILDING INSPECTOR

10-31-01
DATE



252 Allen 5/18/05



252 Helen

0DATE: May 16, 2005
TO: Honorable Mayor and Commissioners
FROM: Anthony L. Kleibecker, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-040054

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1123 Chestnut – AREA 11** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-040054 – 1123 Chestnut

Location and ownership: This structure is located on Chestnut between Isabella and Catherine and is owned by Lam Long.

Staff Correspondence: A dangerous building inspection was conducted on 05/06/04. An interior inspection was conducted 06/01/04. The Notice and Order to Repair was issued on 05/12/04. On 03/03/05 the HBA declared the structure substandard and dangerous.

Owner Contact: No one was present to represent case at HBA meeting. Permit issued 07/07/04 but expired 11/07/04. There has been no owner contact since that time.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$15,300

Estimated cost to repair: \$35,000

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, May 24, 2005.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

1123 Chestnut

5/6/04

Inspection noted:

1. Siding is rotted and deteriorating.
2. Front porch roof needs to be replaced.
3. Side stairway needs to be replaced.
4. Side stair roof needs to be replaced.
5. Window sashes are rotted.
6. Chimney needs to be repaired or replaced.
7. Lean to on north side of home is failing.
8. Roof needs to be replaced.
9. Gas meters are missing.
10. Exterior lights are incomplete or missing.
11. Interior inspection with building, plumbing, mechanical, and electrical inspectors required.
12. All work requires construction permits. These permits must be obtained prior to work beginning.

Please contact Inspection Services with any questions at 231-724-6715.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 10-61 OF THE MUSKEGON CITY CODE.

DONALD LABRENZ II, BUILDING OFFICIAL

DATE

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT
1123 CHESTNUT
(INTERIOR INSPECTION)
6/1/04

Inspection noted:

1. Circulation pump needs rewiring and supported.
2. All water pipe to be replaced.
3. Water heater and boiler need to be revented.
4. Boiler to be separated from kitchen area.
5. Chimney to be repaired or replaced.
6. Second floor space heater to be revented and re-gas piped.
7. Two inch bucket trap in crawl space needs to be replaced.
8. House to be rewired to meet 2003 Michigan Residential Code.
9. Electric service to be replaced to meet 2003 Michigan Residential Code.
10. Smoke alarms to be installed to meet 2003 Michigan Residential Code.
11. Install proper joist column floor support.
12. Rebuild apartment upper stairs to meet 2003 Michigan Residential Code.
13. Second floor apartment floor system needs to be replaced for proper loading and span.

PLEASE CONTACT INSPECTION SERVICES WITH ANY QUESTIONS: 231-724-6715.
ALL WORK REQUIRES A BUILDING PERMIT. THIS PERMIT MUST BE OBTAINED PRIOR TO WORK BEGINNING.

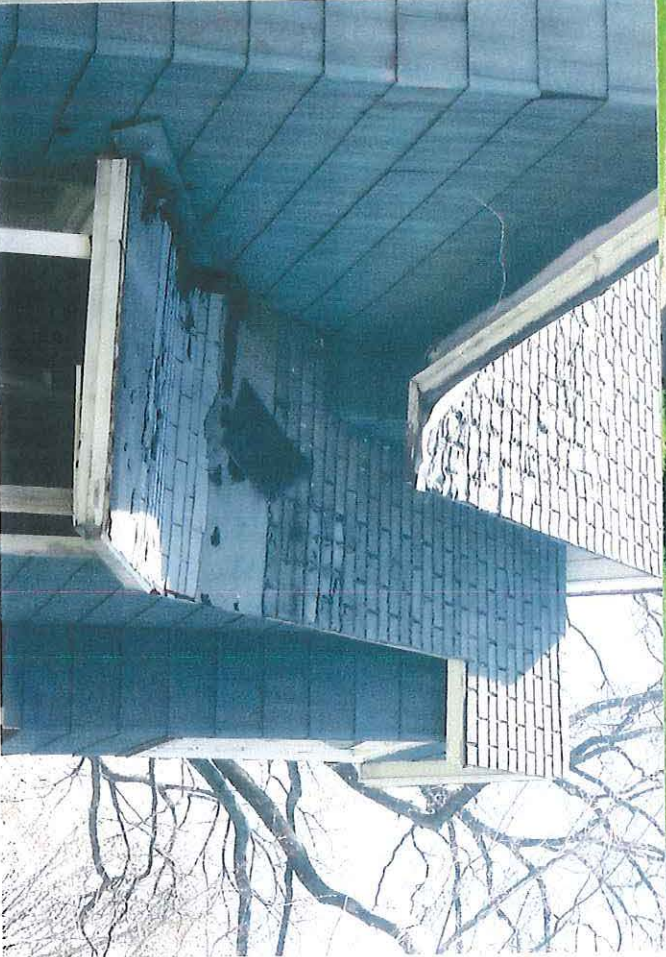
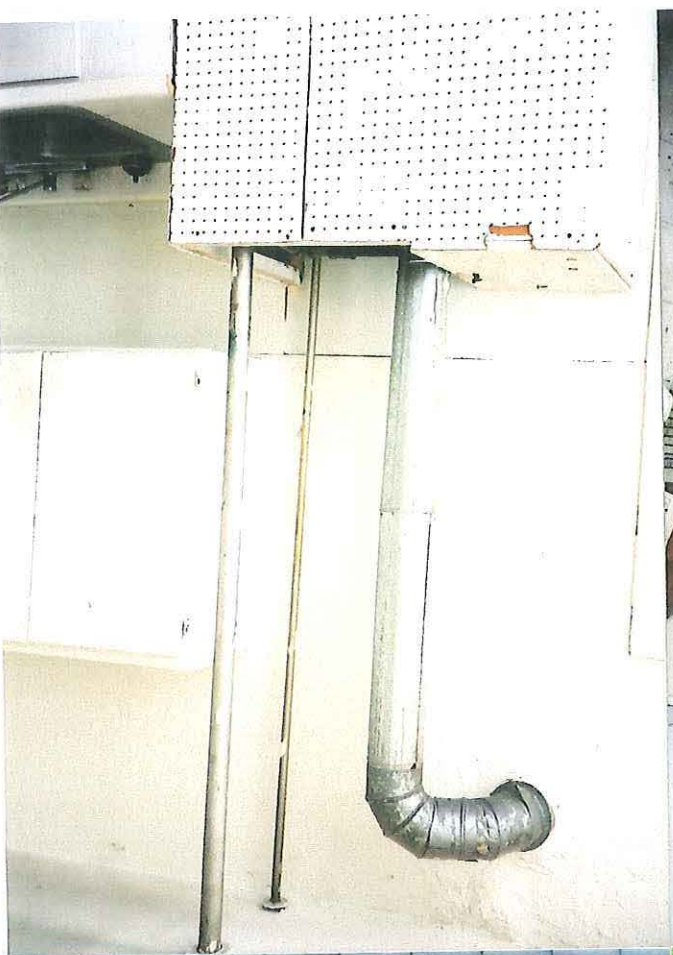
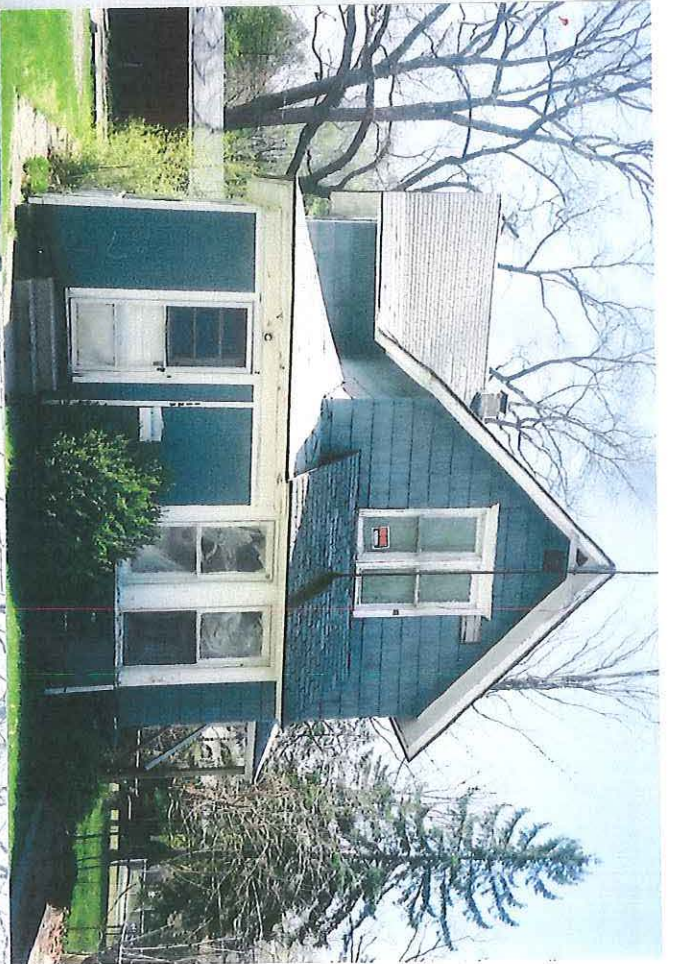
BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 10-61 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE



1123 Chestnut



1123 Chestnut

DATE: May 16, 2005
TO: Honorable Mayor and Commissioners
FROM: Anthony L. Kleibecker, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-040063

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **104 Catherine (Garage) – AREA 11** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-040063 – 104 Catherine (Garage Only)

Location and ownership: This structure is located on Catherine between Ransom and Arthur and is owned by Randal Bowman.

Staff Correspondence: A dangerous building inspection was conducted on 06/15/04. An interior garage inspection was conducted 07/14/04. The Notice and Order to Repair was issued on 06/15/04. On 01/06/05 the HBA declared the structure substandard and dangerous.

Owner Contact: Randal & Sandra Bowman was present to represent this case. Sandra Bowman stated they planned to tear down the garage themselves but was waiting for dumpster to be delivered. They had wanted to repair it but concluded it was not cost effective. No permits have been issued nor any contact from the owners since that time. The HBA declared the structure (garage) dangerous, substandard and a public nuisance 01/06/05.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$16,000

Estimated cost to repair: \$5,000 (Garage Only)

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, May 24, 2005.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

104 Catherine - Garage

6/15/04

Inspection noted:

1. Roof is rotted and has fallen into garage.
2. Exterior siding is exposed to weather.
3. Trash and debris in yard.
4. Interior inspection of garage is required.
5. All work requires construction permits. These permits must be obtained prior to work beginning.

Please contact Inspection Services with any questions at 231-724-6715.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I
HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A
DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN
SECTION 10-61 OF THE MUSKEGON CITY CODE.

Don LaBrenz, Building Official

DATE

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT
104 Catherine – Garage Interior Inspection

7/14/04

Inspection noted:

1. Roof rafters are rotted (total roof system failure).
2. Wall studs are rotted.
3. Bottom plates are rotted.
4. All work requires construction permits. These permits must be obtained prior to work beginning.

Please contact Inspection Services with any questions at 231-724-6715.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I
HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A
DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN
SECTION 10-61 OF THE MUSKEGON CITY CODE.

Don LaBrenz, Building Official

DATE

104 Catherine Garage





DATE: May 16, 2005
TO: Honorable Mayor and Commissioners
FROM: Anthony L. Kleibecker, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-040052 Address: 22 E. Muskegon.

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **22 E. Muskegon** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-040052 – 22 E. Muskegon

Location and ownership: This structure is located on E. Muskegon between Pine and Spring and is owned by William Scraver.

Staff Correspondence: A dangerous building inspection was conducted on 05/06/04 and the notice and order to repair was issued on 05/13/05. On 08/05/04 the HBA declared the structure substandard and dangerous.

Owner Contact: Owner pulled permit to repair 09/01/04. A progress inspection occurred 01/04/05.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$5,600

Estimated cost to repair: \$30,000

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, May 24, 2005.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

22 E. Muskegon

5/6/04

Inspection noted:

1. House to be wired to meet 2003 Michigan Residential Code.
2. Service to be grounded and bonded to meet 2003 Michigan Residential Code.
3. Plumbing system unsanitary and must be completely replaced.
4. Mechanical system does not function properly and must be completely replaced.
5. Floor joists are rotted.
6. Floor joists cut or notched improperly.
7. Floors rotted.
8. Joist support at exterior walls overspanned.
9. Building appears to be rodent infested.
10. Grey water being pumped on ground.
11. Raw sewage coming out of ground.
12. Guard rail missing on steps.
13. Deck improperly constructed.
14. Roof needs to be replaced.
15. Tuck pointing required.
16. Exterior light is improperly installed.
17. All work requires construction permits. These permits must be obtained prior to work beginning.

Please contact Inspection Services with any questions at 231-724-6715.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 10-61 OF THE MUSKEGON CITY CODE.

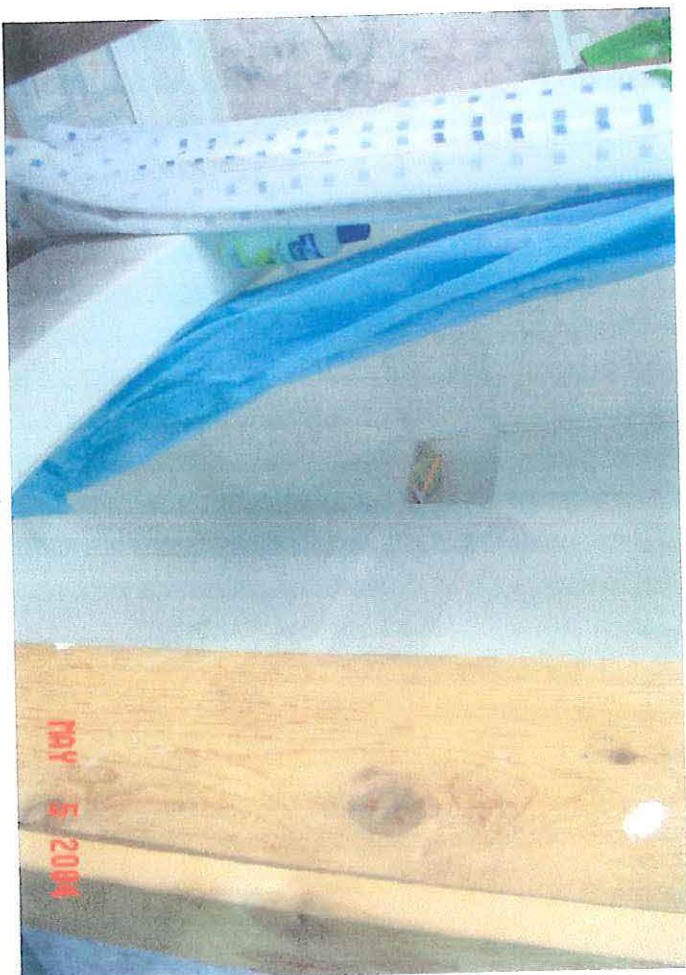
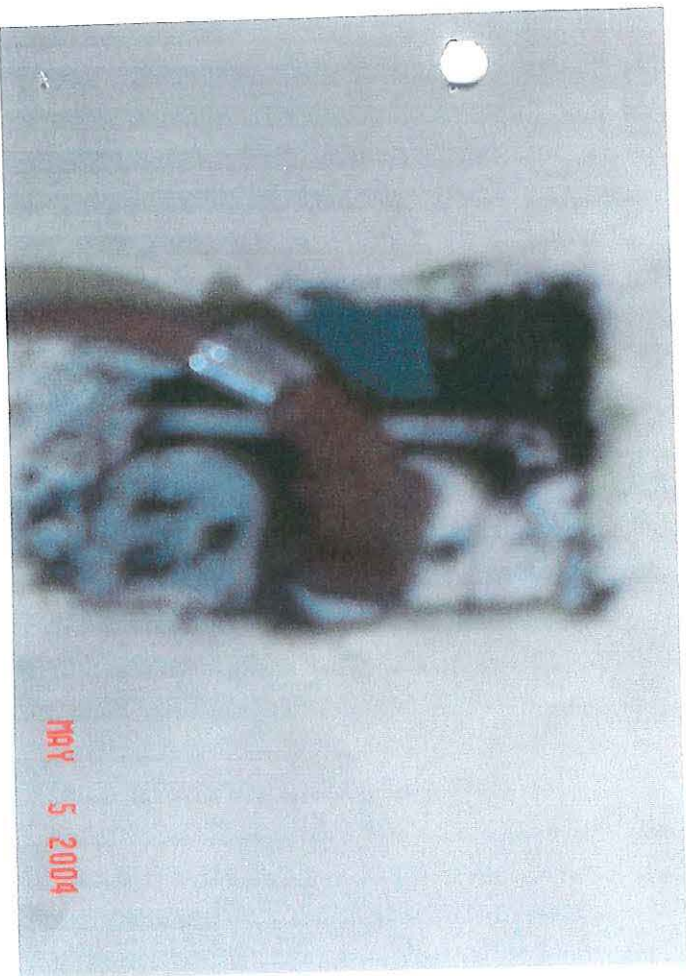
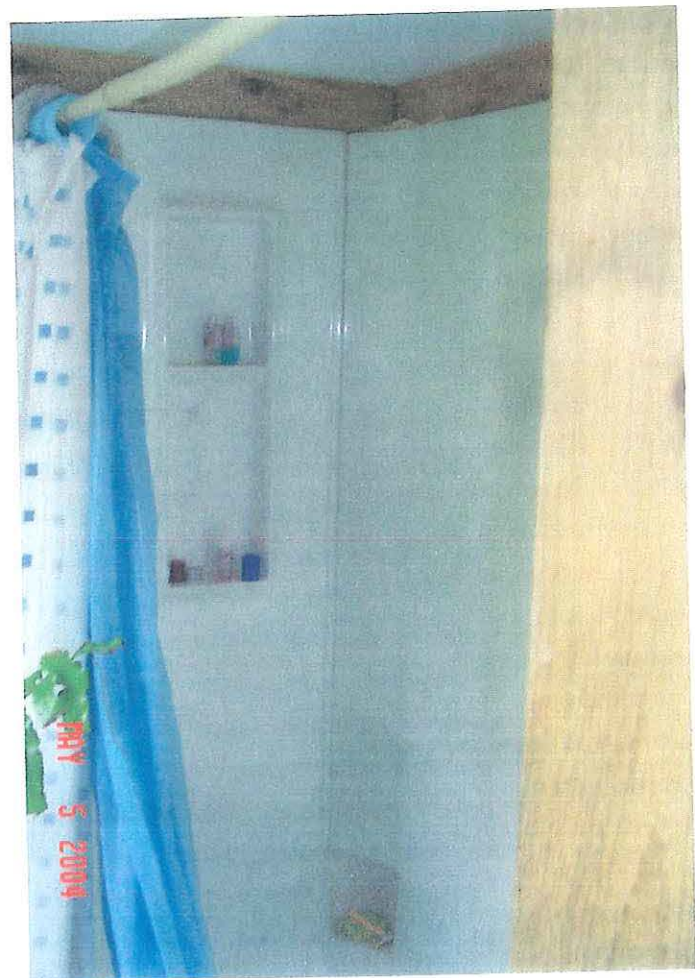
DON LABRENZ II, BUILDING OFFICIAL
DATE



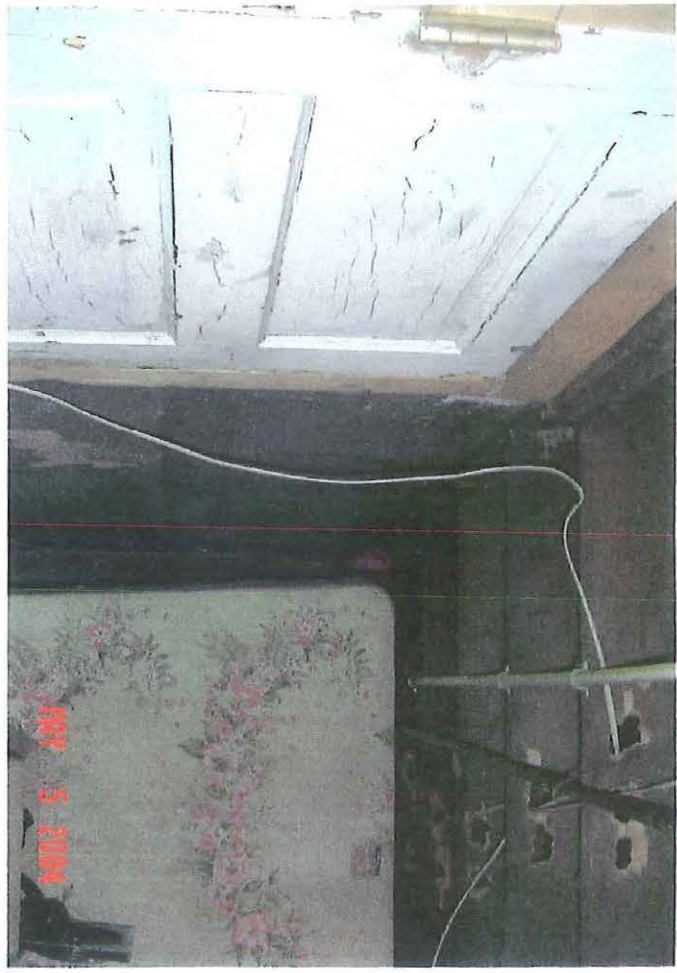
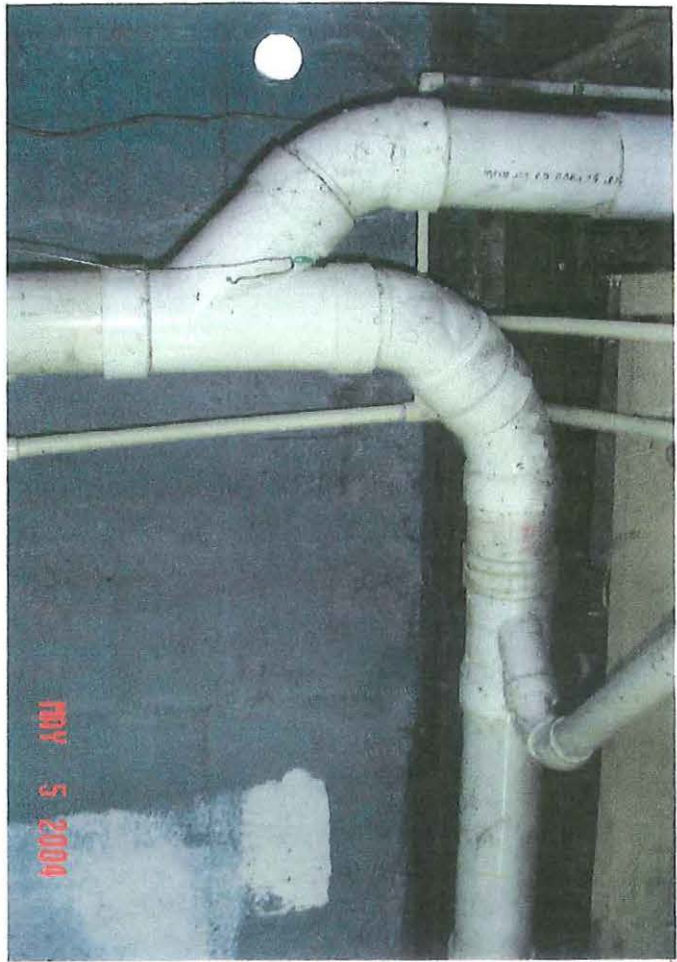
22 E Muskegon



22 E. Muskegon



22 E. Muehlen



22 E. Muskegon