

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 23, 2013

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
 - A. **2012 Outstanding Citizenship Awards.**
- ❑ **INTRODUCTIONS/PRESENTATION:**
 - A. **Medication Disposal.**
- ❑ **CONSENT AGENDA:**
 - A. **Approval of Minutes.** CITY CLERK
 - B. **Jay-Boards Concession Contract for City of Muskegon Parks.** PUBLIC WORKS
 - C. **Bella Dawg Concession Contract for City of Muskegon Parks.** PUBLIC WORKS
 - D. **Beverage Vending Contract for parks/Marina Facilities.** PUBLIC WORKS
 - E. **Environmental Program Terrace Clean-up Contract.** PLANNING & ECONOMIC DEVELOPMENT
 - F. **Approval of Building Contract for 1500 Leahy.** COMMUNITY & NEIGHBORHOOD SERVICES
 - G. **Citizen's District Council.** CITY CLERK
 - H. **Aggregates, Highway Maintenance Materials, and Concrete.** PUBLIC WORKS
 - I. **Grant Application Submittal for Ottawa Street Bridge.** PUBLIC WORKS
 - J. **Approval of the Use & Maintenance of City-Owned Property at 298 Allen Avenue.** PLANNING & ECONOMIC DEVELOPMENT

K. Dura Patcher. PUBLIC WORKS

L. Plow Trucks. PUBLIC WORKS

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

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

1770 6TH Street

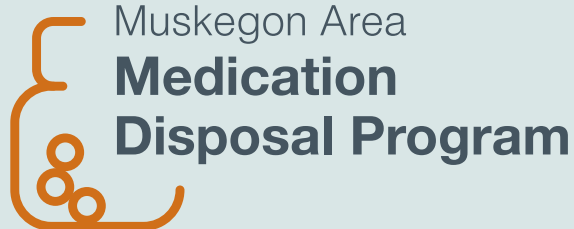
1597 Park Street

1691 Smith Street (Area 13)

1170 Allen Avenue (Garage Only)

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

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE CUMMINGS, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.



Muskegon Area Medication Disposal Program

MEDICATION & SHARPS COLLECTION

//////////////////// **FREE** //////////////////////

Drop off your unused or expired medications for proper disposal. Properly disposing of your unused medications, both over-the-counter and prescription, reduces risk of accidental poisoning, environmental contamination, and misuse. Be sure to mark out patient information prior to drop off.

Sharps will be accepted in appropriate containers.

**SATURDAY, APRIL 27, 2013
10:00 AM–2:00 PM
MUSKEGON FIRE STATION
(CENTRAL STATION)**

770 TERRACE STREET / MUSKEGON, MI 49440

To learn more, visit us at www.mamdp.com or call Carrie Uthe at 231-672-3882 or Laura Fitzpatrick at 231-672-3201. A daily medication take-back program is also available, with locations listed on our website.

Become a fan and join the conversation on Facebook.

COALITION MEMBERS:

*City of Muskegon Police Department
Lakeshore Health Network
Mercy Health Partners
Mercy Health Partners' Retail Pharmacies
Muskegon Community Health Project
Muskegon County Public Works - HHW Program
Muskegon County Sheriff's Office*

COMMUNITY PARTNERS:

*CALL 2-1-1
City of Muskegon
Coalition for a Drug Free Muskegon County
C.O.R.E.
Muskegon County
Muskegon Fire Department
Muskegon Pharmaceutical Access Coalition
Norton Shores Fire Department
Norton Shores Police Department
Public Health - Muskegon County
Senior Resources*

BRONZE SPONSOR:

Osteopathic Foundation of Michigan

SILVER SPONSORS:

*Meridian Health Plan of Michigan
UnitedHealthcare Community Plan*



Muskegon Area
**Medication
Disposal Program**

DISPOSE OF YOUR NON-CONTROLLED UNUSED MEDICATIONS

*(Includes over-the-counter items, antibiotics and medications
for high blood pressure, heart, diabetes, asthma and so on)*

Benson's Drug SavMor #17*

961 Spring Street / Muskegon, MI 49442 / 231-722-2861

Shopko Pharmacy

3165 Holton-Whitehall Road / Whitehall, MI 49461 / 231-894-2635

Watkins Pharmacy

1391 E. Sherman Boulevard / Muskegon, MI 49444 / 231-739-7158

MERCY HEALTH PARTNERS' RETAIL PHARMACIES

Glenside Pharmacy

1663 W. Sherman Boulevard / Muskegon, MI 49441 / 231-755-2443

Hackley Professional Pharmacy*

1675 Leahy Street, Suite 111 / Muskegon, MI 49442 / 231-728-5888

Lakes Campus Pharmacy

6401 Prairie Street, Suite 1100 / Muskegon, MI 49444 / 231-727-7968

Westshore Professional Pharmacy

1150 E. Sherman Blvd., Suite 1400 / Muskegon, MI 49444 / 231-672-2204

Wolf Lake Pharmacy

5483 E. Apple Avenue / Muskegon, MI 49442 / 231-788-4087

Certain restrictions apply. Ask your pharmacist for more information.

*Sharps accepted in appropriate containers at these locations.



www.mamdp.com



Muskegon Area
**Medication
Disposal Program**

DISPOSE OF YOUR CONTROLLED UNUSED MEDICATIONS

(Includes medications for pain, ADHD, anxiety, sleeping and so on)

Dispose of your unwanted or expired *controlled* medications
at the following law enforcement agencies, where secure
drop-boxes have been installed, during normal business hours:

Fruitport Police Department

5825 Airline Road / Fruitport, MI 49415 / 231-865-8477

Montague Police Department

8778 Ferry Street / Montague, MI 49437 / 231-893-0810

Muskegon County Sheriff's Office Records

25 W. Walton Avenue / Muskegon, MI 49440 / 231-724-6351

Muskegon County Sheriff Road Patrol Offices

1611 Oak Avenue / Muskegon, MI 49442 / 231-724-6259

Muskegon Heights Police Department

2715 Baker Street / Muskegon, MI 49444 / 231-733-8900

Muskegon Police Department

980 Jefferson Street / Muskegon, MI 49440 / 231-724-6750

Muskegon Township Police Department

1990 Apple Avenue / Muskegon, MI 49442 / 231-777-1666

North Muskegon Police Department

1114 Ruddiman Drive / North Muskegon, MI 49445 / 231-744-4313

Norton Shores Police Department

4814 Henry Street / Norton Shores, MI 49441 / 231-733-2691

Roosevelt Park Police Department

900 Oak Ridge Road / Muskegon, MI 49441 / 231-755-3721

Whitehall Police Department

405 E. Colby Street / Whitehall, MI 49461 / 231-894-2317



Made possible by the Environmental
Endowment Fund of the Community
Foundation for Muskegon County.



www.mamdp.com

Date: April 23, 2013
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the April 8th Commission Worksession Meeting, and the April 9th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
April 8, 2013
City Commission Chambers
5:30 PM

MINUTES

2013-28

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

Absent: None.

Endorsement of Farmer's Market Relocation.

The Downtown Muskegon Development Corporation (DMDC) is requesting an endorsement from the City Commission to relocate the Farmer's Market to properties owned by the DMDC in the vicinity of Morris Avenue, Terrace Street, and Western Avenue.

Steve Olson, committee member of DMDC, presented the latest proposed plans to relocate the Farmer's Market to the downtown. Highlights include 166 on-site parking spaces, 340 off-site parking spaces, water connection for every four to six vendors, commercial kitchen, and part of the market will be open year-around.

Cindie Larson, Muskegon Area Chamber of Commerce, indicated several public meetings have been held and citizens had the opportunity to voice their opinions and concerns.

Members of the Public were present and gave input.

This item has been placed on the April 9, 2013 City Commission meeting for consideration.

2013-14 Healthcare & Wellness Program.

It is time to renew the City's healthcare coverage for 2013-14 plan year (6/1/13-5/31/14). Renewal premiums for the City's current healthcare program have come in at a 5.04% increase over the current year. Last year we experienced a 7.90% increase and in 2011-12 the increase was 8.83%. In comparative terms, the rate increase is moderate as many employers are experiencing sharp double-digit rate increases. Also, the City's healthcare costs remain well below the "hard cap limits" set by PA 152 and remain cost competitive with the standards set by EVIP for new hires. These are good independent indicators that the City's program is cost-effective.

This item has been placed on the April 9, 2013 City Commission meeting for consideration.

City of Muskegon Vision Statement.

Motion by Commissioner Turnquist, seconded by Vice Mayor Spataro to adopt the revised Vision Statement as stated below:

Muskegon, the Premier Shoreline City offering a vibrant, affordable and ethnically diverse city where citizens feel safe, enjoy their neighborhoods and have access to their city government.

ROLL CALL VOTE:

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

MOTION PASSES

RFP's for City Manager Search.

Nine Requests for Proposals were received for the City Manager search. They include Bob Murray, MML, Voorhies Associates, Slaven Management, Mercer Group, Waters Group, Anchor, Bassinger, and SGR.

The Commission reviewed each proposal and voiced their likes and dislikes.

This item has been placed on the April 9, 2013 City Commission meeting for consideration.

Any Other Business.

MDNR Resolution to Receive Funding for Emergency Dredging.

Motion by Commissioner Turnquist, seconded by Commissioner Wierengo to adopt the resolution accepting the terms of the agreement for emergency funding for dredging from the Michigan Department of Natural Resources.

ROLL CALL VOTE:

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

MOTION PASSES

Adjournment.

Motion by Commissioner Hood, seconded by Commissioner Wierengo to adjourn at 7:04 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 9, 2013

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, April 9, 2013.

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

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Vice Mayor Lawrence Spataro, Commissioners Sue Wierengo, Byron Turnquist, Lea Markowski, Eric Hood, and Willie German, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

2013-29 HONORS AND AWARDS:

A. Mayors Day of Recognition for National Service.

B. Days of Remembrance of Victims of the Holocaust.

Mayor Gawron read the resolutions in recognition of Mayors Day for National Service and remembrance of the Holocaust Victims.

2013-30 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the March 26th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Resolution to Support Bike to Work Week. CITY CLERK

SUMMARY OF REQUEST: To adopt the resolution proclaiming May 13 – 17, 2013 as “Bike to Work Week” and encourage citizens to participate.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution.

C. 2013-14 Healthcare & Wellness Program. FINANCE

SUMMARY OF REQUEST: It is time to renew the City's healthcare coverage for 2013-14 plan year (6/1/13-5/31/14). Renewal premiums for the City's current healthcare program have come in at a 5.04% increase over the current year. Last year we experienced a 7.90% increase and in 2011-12 the increase was 8.83%. In comparative terms, the rate increase is moderate as many employers are experiencing sharp double-digit rate increases. Also, the City's healthcare costs remain well below the "hard cap limits" set by PA 152 and remain cost competitive with the standards set by EVIP for new hires. These are good independent indicators that the City's program is cost-effective.

For 2012-13, the City will continue to pay the HRA deductible if the employee and spouse complete the four-step wellness initiative prior to April 30th; non-participants in the wellness program will continue to pay the first \$500 (single)/\$1,000 (double/family) of the deductible.

FINANCIAL IMPACT: Following is an estimate of gross premium costs for the Priority Health HMO program compared with the current healthcare plan year:

	2013-14			2012-13		
	Single	Double	Family	Single	Double	Family
Monthly Premium	\$ 432.74	\$ 973.67	\$ 1,168.40	\$ 411.99	\$ 926.96	\$ 1,112.37
Rate Increase	5.04%	5.04%	5.04%	7.90%	7.90%	7.90%
Annual Premium	5,192.88	11,684.04	14,020.80	4,943.88	11,123.52	13,348.44
Current # Employees	28	41	132	35	40	134
Total Annual Premium	145,400.64	479,045.64	1,850,745.60	173,035.80	444,940.80	1,788,690.96
		2,475,191.88			2,406,667.56	
Add: HRA Deductibles Paid by City		160,000.00			140,056.47	
Less: 10% Employee Premium Copays		<u>(247,519.19)</u>			<u>(182,471.00)</u>	
Equals: Employer Cost		\$2,387,672.69			\$2,364,253.03	
2013 PA 152 Hard Cap Limits			PA 152 Hard Cap Limits			
	\$ 5,692.50	\$ 11,385.00	\$ 15,525.00	\$ 5,500.00	\$ 11,000.00	\$ 15,000.00
	159,390.00	466,785.00	2,049,300.00	192,500.00	440,000.00	2,010,000.00
		\$2,675,475.00			\$2,642,500.00	

Full-time City employees now pay 10% of the above premium costs through payroll deduction.

BUDGET ACTION REQUIRED: Employee and retiree healthcare costs will be included in the forthcoming 2013-14 budget.

STAFF RECOMMENDATION: Authorize staff to execute documents with Priority Health to renew employee healthcare coverage for the coming year.

E. 2013 Sodium Hypochlorite Water Treatment Chemical Bid. PUBLIC WORKS

SUMMARY OF REQUEST: Endorse the lowest responsible bid received by the

City of Holland from KA Steel to supply sodium hypochlorite for the purchase of Sodium Hypochlorite for the Water Filtration Plant.

FINANCIAL IMPACT: Annual cost of \$50,216 to purchase 370 tons of Sodium Hypochlorite based on average annual water pumped to mains.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends endorsing the low bid received by the City of Holland from KA Steel Chemicals for sodium hypochlorite for one year.

F. Request to Accept Prein and Newhof as Dredging Consultant. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to hire Prein and Newhof for design and construction consultation for dredging work to be done at Hartshorn Marina and Cottage Grove.

FINANCIAL IMPACT: None at this time. Should the City accept this proposal, amendment to the future CIP budget will require Commission approval.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Authorize staff to hire Prein and Newhof.

G. Consideration of Bids for Wickham Drive, Sherman to Glen (H-1690). ENGINEERING

SUMMARY OF REQUEST: Award the reconstruction of Wickham Dr. from Sherman to Glen to Brenner Excavating Inc. out of Hopkins since they were the lowest responsible bidder with a total bid price of \$314,721.70.

Furthermore, if approved, authorize staff to amend the 2012/2013 CIP and increase the budgeted amount to \$350,000 for said project (from \$300,000 to \$350,000).

FINANCIAL IMPACT: The construction cost of \$314,721.70 plus engineering.

BUDGET ACTION REQUIRED: Amend the 2012/13 budget by increasing the allocated amount by \$50,000 in the CIP-for Local Street Fund.

STAFF RECOMMENDATION: Award the contract to Brenner Excavating and authorize staff to amend the budgeted amount in the 12/13 CIP.

H. City – MDOT Agreement for the Reconstruction of Sherman Blvd. from Estes to Glenside. ENGINEERING

SUMMARY OF REQUEST: Approve the contract with MDOT for the reconstruction of Sherman Blvd. between Estes and Glenside and approve the resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: MDOT's participation is limited to the approved federal funds of \$301,000. The estimated total construction cost is \$1,158,200 plus

engineering cost.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approve the contract and resolution authorizing the Mayor and Clerk to sign both.

Motion by Vice Mayor Spataro, second by Commissioner Wierengo to adopt the Consent Agenda as read with the exception of item D.

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

Nays: None

MOTION PASSES

2013-31 ITEM REMOVED FROM THE CONSENT AGENDA:

D. Environmental Program Mowing and Trash Clean-up Contract.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The contract for mowing of lots and trash clean up of public and private properties previously held by Earth Creations LLC had expired on March 31, 2013. A request for bids was advertised and five companies placed bids. Earth Creations LLC of North Muskegon is the low bidder for a two-year agreement.

FINANCIAL IMPACT: None, funds budgeted for this activity.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve a two-year contract with Earth Creations LLC and to authorize the Mayor and City Clerk to sign the agreements, for the mowing of lots and trash removal on properties located within the City.

Motion by Commissioner Markowski, second by Commissioner Wierengo to approve the two-year contract with Earth Creations LLC.

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

Nays: None

MOTION PASSES

2013-32 PUBLIC HEARINGS:

A. Request for an Industrial Facilities Exemption Certificate – Graphics House. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, Graphics House Sports Promotions, Inc., has requested the issuance of an Industrial Facilities Tax Exemption Certificate. The company will be investing \$435,000 in personal property. The investment is expected to create up to

three jobs. This qualifies them for a tax abatement of six years on personal property.

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

BUDGET ACTION REQUIRED: None.

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

The Public Hearing opened to hear and consider any comments from the public. No comments were made.

Motion by Commissioner German, second by Vice Mayor Spataro to close the Public Hearing.

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

Nays: None

MOTION PASSES

Motion by Vice Mayor Spataro, second by Commissioner Wierengo to approve the resolution granting an Industrial Facilities Exemption Certificate for a term of six years for personal property to Graphics House.

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

Nays: None

MOTION PASSES

2013-33 NEW BUSINESS:

A. Endorsement of Farmers Market Relocation. CITY MANAGER

SUMMARY OF REQUEST: The Downtown Muskegon Development Corporation (DMDC) is requesting an endorsement from the City Commission to relocate the Farmers Market to properties owned by the DMDC in the vicinity of Morris Avenue, Terrace Street, and Western Avenue.

FINANCIAL IMPACT: The capital cost of the relocation will be funded by the DMDC.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request.

Motion by Commissioner Turnquist, second by Commissioner Wierengo to endorse the Farmers Market relocation.

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

Hood

Nays: German

MOTION PASSES

B. Set Public Hearing for Amendment to Brownfield Plan – Terrace Point Landing, LLC. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the resolution setting a public hearing for an amendment for the Brownfield Plan, and notifying taxing jurisdictions of the Brownfield Plan Amendment including the opportunity to express their views and recommendations regarding the proposed amendment at the public hearing. The amendment is for the inclusion of property owned by Terrace Point Landing, LLC, which is an approximately 11-acre vacant parcel located at the end of Terrace Point Drive in Downtown Muskegon.

FINANCIAL IMPACT: There is no direct financial impact in including the project in the Brownfield Plan, although the redevelopment of the site into a residential development will eventually add to the tax base in Muskegon.

BUDGET ACTION REQUIRED: None.

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

COMMITTEE RECOMMENDATION: The Brownfield Redevelopment Authority met on April 9, 2013, and approved the Brownfield Plan Amendment, and recommends the approval of the Brownfield Plan Amendment to the Muskegon City Commission. In addition, the Brownfield Redevelopment Authority recommends that the Muskegon City Commission set a public hearing on the Plan Amendment for May 14, 2013.

Motion by Vice Mayor Spataro, second by Commissioner Wierengo to adopt the resolution setting a public hearing for the amendment to the Brownfield Plan as described.

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

Nays: None

MOTION PASSES

C. RFP's for City Manager Search.

Motion by Vice Mayor Spataro, second by Commissioner Wierengo to authorize City Manager and City Attorney to negotiate an agreement with Waters Consulting Group and authorize City Clerk and Mayor to sign agreement.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 7:22 p.m.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: April 23, 2013

SUBJECT: Jay-Boards Concession Contract for City of Muskegon Parks.

SUMMARY OF REQUEST:

Staff is asking permission to enter into 1-year contractual agreement with Jason Gorski of Jay-Boards at Pere Marquette Beach and Harbor Towne Beach located within the City of Muskegon for Stand-up Paddleboard Rentals/Lessons.

FINANCIAL IMPACT:

Contract revenue will be 10% of gross receipts, per Concession Agreement.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize DPW staff to enter into Concession agreement with Jason Gorski of Jay Boards.

COMMITTEE RECOMMENDATION:

**Business Proposal for Stand Up Paddleboard
Rentals and Lessons
at Pere Marquette Beach in Muskegon, Michigan**

I, Jason Gorski would like to conduct a business of Stand Up Paddleboard hourly rentals and Lessons at Pere Marquette Beach during the summer months.

Proposed location A

Primarily the shallow water area between the Coast Guard Pier and the South Break wall. But not just limited to this area if needed south of the break wall to the dog beach. The activity will primarily take place in the water, but the use of the beach to transport Paddleboards from the parking lot to the location will be necessary.

Proposed location B

Harbor Towne Beach area, the shallow water south of the channel entrance to the sand docks.

The business activity would start May 1st 2013 and continue thru September 11th 2013

Hours of operation would be from 7:00 am to 9:00 pm

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: April 23, 2013

SUBJECT: Bella Dawg Concession Contract for City of Muskegon Parks.

SUMMARY OF REQUEST:

Staff is asking permission to enter into 1-year contractual agreement with Steve Hamstra of Bella Dawg at various City of Muskegon Parks/Facilities (see attached proposal) located within the City of Muskegon to sell hot dogs and other minor snacks from a mobile cart..

FINANCIAL IMPACT:

Contract revenue will be 10% of gross receipts, per Concession Agreement.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize DPW staff to enter into concession agreement with Steve Hamstra of Bella Dawg.

COMMITTEE RECOMMENDATION:

Ann Cummings

From: Doug Sayles
Sent: Wednesday, April 10, 2013 11:14 AM
To: Ann Cummings
Cc: Mohammed Al-Shatel
Subject: FW: Proposal
Attachments: Commission Agenda item-concession contract-1-2013-Bella Dawg.doc

[For the next Commission Agenda](#)

Thanks

Doug

From: Bella Dog [mailto:belladog.belladog@aol.com]
Sent: Wednesday, March 20, 2013 10:21 PM
To: Doug Sayles
Subject: Proposal

Proposal to Operate A Mobil Food Establishment in the city of Muskegon, MI

My name is Steve Hamstra and I own a mobil hot dog cart, doing business as, Bella Dawg.

I am requesting permission to operate this cart in the city of Muskegon on the following city owned parks. Pere Marquette park, Margaret Drake Elliot park, Harbour Towne Beach, Kruse park, Lake Michigan park, Jaycees Launch Ramp, McGraft park, Hackley park, Grand Trunk park and Campbell park. I understand if an event is scheduled I am responsible for getting permission from the person (s) in charge of the event to operate my cart within the events boundaries.

1. I am requesting the ability to operate in the waterfront parks starting as soon as the weather permits through the end of September 2013, or when the weather does not permit appropriate operation to take place any longer.
2. I am requesting permission to operate on Campbell park in the spring (ASAP) through the fall of 2013, the primary focus on Campbell park being baseball games and soccer games in the spring and fall.

This cart's foot print is small (5' x 8') and 100% self contained. The cart is very attractive having a flat top grill and a roll top steamer as well as being 100% stainless steel and covered by an attractive yellow and red umbrella.

I am licensed by the State of Michigan Health Department. We serve quality food in a clean and food safe environment.

The products I offer are grilled all beef hot dogs and grilled brats served on a poppy seed bun. I also offer bags of Lays Potato chips, Lays Fritos, Nabisco Oreos, Cracker Jacks, Mini Pretzels, Planters peanuts, cashews and honey roasted peanuts as well as any other snacks their might be a demand for. I also offer soft drinks(Coke, Diet Coke, Orange Crush & A&W Root Beer) as well as bottled water and Tropicana Orange Juice.

Hours of operation are to be determined.

Thank you for considering this request. Should you have any questions, I can be reached at 616.774.3351 or e-mail me at

belladog.belladog@aol.com

4/10/2013

Respectfully Submitted,

Steve Hamstra
Bella Dawg

4/10/2013

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: April 23, 2013

SUBJECT: Beverage Vending Contract for Parks/Marina Facilities

SUMMARY OF REQUEST:

Authorize staff to enter into 3-year contractual agreement with Pepsi Beverage Company to provide vending service throughout City Parks and Marina Facilities.

FINANCIAL IMPACT:

Commission of 20%.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve contract and authorized staff to enter into a 3-year agreement with Pepsi Beverage Company.

COMMITTEE RECOMMENDATION:

To: Mohammed Al-Shatel
Date: 4/15/13
From: DPW Staff
RE: Beverage Vending Contract for Parks/Marina Facilities

On Tuesday, April 9, 2013, no proposals were received at the bid opening time of 2pm for the request to supply beverage vending at various outdoor Parks and Marina facilities. Proposals that were solicited at that time are as follows:

<u>Company</u>	<u>Address</u>	<u>Commission on Sales</u>
Coca Cola	1208 Butterworth, Grand Rapids, MI	No bid
Pepsi	4900 Paul Court, Norton Shores, MI	No bid
Dr. Pepper/Snapple	545 East 32 nd Street, Holland, MI	No bid
K & S Vending	5080 Ossad, Muskegon, MI	No bid

Upon calling each vendor after receiving no bids at the time of bid opening all 4 of the vendors responded as to receiving the bid information. Both Coca-Cola and Dr. Pepper/Snapple stated they could no longer service the Parks/Marina Facilities. Pepsi apologized for not submitting a bid and then sent in a late proposal on Thursday April 11, 2013. K & S Vending returned our call but gave no indication for not submitting a bid.

The only proposal that we have received was from Pepsi and they are requesting a 3-year exclusive beverage vending agreement based upon a vending price of \$1.50 and a commission of 20% on Cash in Bag.

Staff is recommending that we award an exclusive 3-year contract to Pepsi Beverage Company for the years 2013, 2014, 2015.

April 3, 2013

To: Doug Sayles

From: Adrienne Vogt, PepsiCo Foodservice

RE: Response to Request for Vending Proposals in City of Muskegon Parks

Please find enclosed our written proposal for exclusive beverage vending rights in the City of Muskegon Parks.

Additionally, here are the responses to the questions posed in your letter:

1. Name of Company and Address:
Pepsi Beverages Company
4900 Paul Court Road
Norton Shores, MI 49441
2. Types of products to be sold: 20oz Carbonated Soft Drinks, 20oz Aquafina, 20oz Gatorade
3. Types and numbers of vending machines, repair time, restocking frequency: The quantity of vending machines shall be mutually agreed upon by the City of Muskegon Parks and Pepsi. Service calls for malfunctioning machines are accepted 24 hours a day. Service Techs respond within 5 hours Monday-Friday, weekend requests are serviced usually within 24 hours. Machines restocking frequency will be based on sales.
4. Vending price and commissions: Vend Price will be \$1.50, Commissions will be 20% on Cash in Bag.
5. Free product or bonuses: We are not excluding the possibility of donated product, however, further discussion around the terms would be necessary.
6. Length of contract and exclusivity: 3 years, Exclusive.
7. Customer Complaints: 800-883-3508

Commission Meeting Date: April 23, 2013

Date: April 11, 2013
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Environmental Program Terrace Clean-up Contract

SUMMARY OF REQUEST:

The contract for terrace clean-up of public and private properties previously held by Big Sky Field Services, Inc. had expired on March 31, 2013. A request for bids was advertised and six companies placed bids. Pit Crew of Grant Michigan is the low bidder for a two-year agreement.

FINANCIAL IMPACT:

None - Funds budgeted for this activity.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION:

To approve a 2 year contract with Pit Crew and to authorize the Mayor and City Clerk to sign the agreements, for the terrace clean-up on properties located within the city.

COMMITTEE RECOMMENDATION: None

Memo

To: Honorable Mayor and City Commission
From: Hope Mitchell, Code Coordinator
Date: April 11, 2013
Re: Environmental terrace clean-up contract bids

Staff requested bids for a possible two year contract with an optional contract extension typically set at two years. The bid documents also had an area for submission of a three year bid with an option to extend that, which is typically set at two years. This request for bids resulted in six submissions from area contractors to perform the services needed and are shown in the tables located later in this document.

Because of the varying prices submitted by the different bidders, staff would like to recommend that a two year contract be awarded to Pit Crew with a two year extension possible.

Awarding contracts as indicated would be accepting the low bidder, Pit Crew.

Two year contract bid tabulations:

Company Name:	Fee to pick up the first ½ ton	Fee to pick up ½ to 1 ton	Fee to pick up 1-2 tons
Pit Crew	\$20.00	\$32.00	\$43.00
Big Sky Field Services Inc	\$35.00	\$45.00	\$55.00
Freelance	\$60.00	\$90.00	\$120.00
Preferred Lawn Care	\$100.00	\$150.00	\$200.00
Ground Control Property MGMT	\$120.00	\$220.00	\$330.00
Son's & Sanford Hauling	\$150.00	\$175.00	\$200.00

Fee to pick up over 2 tons will be determined on a case by case basis.

**CITY OF MUSKEGON
CONTRACT FOR SERVICES**

This Agreement is effective on this ____ day of _____, 2013, between City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49443 ("City"), and, John Morton, of Pit Crew ("Contractor"), with reference to the following facts:

Background

- A. City requested bid proposals for trash clean up of the right-of-ways and terrace areas of City-owned, State-owned and privately owned properties located within the City limits of Muskegon as listed above.
- B. Contractor submitted a bid proposal for trash clean up of the right-of-ways and terrace areas of City-owned, State-owned and privately-owned properties located within the City limits of Muskegon as listed above.

Therefore, the parties agree as follows:

- 1. **Inclusion of Additional Agreements.** This Agreement includes, but may not be limited to the following:
 - a. Invitations to bid, instructions to bidders and the pre-bid conference with minutes;
 - b. All descriptions of services not included in this Agreement but used in connection with the bidding process;
 - c. The bid proposal and any requirement included with or attached to the bid documents and this Agreement; and
 - d. Any specifications used in connection with this Agreement.

This Agreement, together with the documents described above, constitutes the Agreement between the parties and shall be considered as part of the Agreement as if attached or repeated herein.

In the event that there are inconsistencies within the Agreement, the Contractor shall immediately notify the City, in writing, for a determination, interpretation, clarification and/or prioritization of the inconsistencies.

- 2. **Services.** Contractor shall provide the following services, under the direction and supervision of the City Planning Department, relating to trash clean up of the above listed properties. Contractor shall perform the services set forth in this contract in a timely, workman-like manner.
 - a. **Garbage, debris and waste removal.** Contractor shall pick up and remove all garbage, debris, trash and waste materials, including but not limited to cans, bottles, loose papers, dead tree

limbs, grass and bush clippings, abandoned/broken/unused household appliances, furniture, and other like items.

b. **Disposal.**

- i. Contractor shall handle and dispose of Freon according to the applicable State and Federal mandates.
- ii. Contractor shall ensure the separation and individual disposal of garbage and lawn debris.
- iii. All garbage, debris, trash, waste materials, grass, weeds, brush, appliances, furniture and other items removed from each site shall be transported by the Contractor for disposal to a location predetermined by City at the conclusion of each work-day. Additional daily trips to the disposal site may be required due to workload.

c. **Photographs.** Contractor shall photograph each job site prior to and after completion. The photographs will indicate each job site address and/or location to ensure proper identification of the location and/or property. The photographs shall also indicate the date & time the picture was taken and is provided to the city on an acceptable media such as compact disc. All costs associated with this service shall be the sole responsibility of the Contractor.

d. **Record Keeping.** Contractor agrees to keep proper records of all work performed on behalf of City.

e. **Other.** Contractor may be required to perform other related work as deemed necessary by the City Planning Department.

3. **Equipment.** Contractor shall furnish or supply all the equipment and labor necessary to carry out its obligations under this Agreement. The equipment and labor includes but is not limited to: general labor, technical personnel, machinery, tools, transportation, fuel, and all other such materials. All equipment must meet the safety standards as required by MIOSHA.

a. **Inspection.** City or its designated agents shall inspect for safety, appearance and sanitation, all equipment used by Contractor to carry out its obligations under this Agreement. All vehicles used in the transport of garbage, trash and other waste must be police safety inspected. City may refuse Contractor the right to utilize any equipment that is deemed to be unsafe, unsanitary or of an unsightly appearance based on that inspection. In that event, Contractor shall repair, replace or restore the equipment to a suitable condition as soon as reasonably possible.

b. **Required Equipment.**

- i. One (1) truck.
- ii. One (1) truck trailer. Minimum size: 10 yards with a 4,000 lb.

- capacity.
 - iii. Alternative equipment may be proposed for use but requires City approval prior to use.
 - iv. Chain saws.
 - v. Hand Tools, including rakes, brooms, shovels, pitch forks, and other tools as deemed appropriate for the job site.
 - vii. Digital Cameras. Minimum 3 megapixel resolution with automatic date & time capacity.
- 4. **Expenses.** Contractor shall be responsible to pay for all expenses incurred by Contractor related to the performance of its duties under this Agreement and for all compensation owed to its workers and/or subcontractors.
- 5. **Contract Price.** City agrees to pay Contractor, in full consideration for the complete performance of Contractor's obligations under this Agreement, the amount set forth in the Contractor's bid proposal and documents described in paragraph 1.
- 6. **Assignments.** Work assignments are determined on an as needed basis.
- 7. **Contractor Work Crew.**
 - Number.** The contractor shall provide the staff needed to efficiently and economically perform the task required. The city reserves the right to limit the size of work crews at any time.
 - a. **City Representatives.** City may assign one or more persons to the job site as its Representative(s). The City Representative(s) may supervise work crews in their performance at the job site, and may instruct the work crews as to what tasks must be performed.
- 8. **Schedule.**
 - a. Work schedules shall be completed by City on a daily or as needed basis.
 - b. Provisions shall be made, at Contractor's expense, for contacting the Contractor on short notice or in an emergency situation by any the following methods:
 - i. Telephone;
 - ii. Cellular Telephone
 - iii. Beeper
- 9. **Work Orders.**
 - a. **Distribution.** Work orders will be distributed to the Contractor at a location designated by the City.
 - b. **Completion.** All jobs listed in a work order must be completed within one (1) working day following issuance of the work order by City. Time extensions may be permitted for inclement weather and similar restricting circumstances, as

determined by the City. All completed work orders shall be returned to the City by 8:00 a.m. the following work day after the work is completed.

10. **Payment.**

a. **Form.**

- i. Requests for payment shall be submitted on a form prepared and approved by the City;
- ii. Requests shall include a list of addresses with the corresponding cost of each job.
- iii. Requests shall be on a per-job basis; total amount per job to be agreed to by the Contractor and City Representative.
- iv. Requests for work completed that were not performed in compliance with subsection 9(b) may not be compensated.
- v. Inadvertent payment made to the Contractor for work not performed in compliance with the terms of this contract, or for any other reason, will be deducted by the City from subsequent payments.

b. **Frequency.** Requests for payment shall be made monthly and payment will be made on the second and fourth Friday of each month.

c. **Travel Time.** Travel time shall not be charged by Contractor.

11. **Specific Reservations.**

- a. City reserves the right to have the City refuse contractor clean up the debris and/or trash left on the terrace at a work site property on an as needed basis.
- b. City reserves the right to use volunteers, court ordered public service workers and/or prisoners in lieu of Contractor's services for any work indicated throughout this Agreement.

12. **Terms and Termination.**

- a. This Agreement shall be effective on _____, 2013, and shall remain in full force and effect until _____, 2015, with an annual extension option through _____, 2017.
- b. This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice to the other party.

13. **Commencement and Damages.**

- a. **Commencement.** Contractor shall commence work no later than the time set forth in the Agreement.
- b. **Damages.** In the event that Contractor fails to commence performance at the specified time and is in default of the Agreement, Contractor shall pay to the City

the sum of \$200 for each and every calendar day that the Contractor is in default. The amount of damages shall not be construed as a penalty, but to ensure the City's ability to provide substituted services and costs associated with that default. Damages shall be determined by the City after investigation by the City. Damages shall be deducted from payment.

- c. **Violations.** Following Contractor's commencement of performance of this Agreement, City shall notify Contractor of each violation of the Agreement reported to City. It shall be the duty of Contractor to remedy the cause of the complaint. Failure of Contractor to take remedial measures shall be considered a breach of the Agreement, and for the purpose of computing damages under the provisions of this section, it is agreed that City may deduct from payments due or to become due to Contractor the City's cost to remedy or substitute performance.

Failure to perform pursuant to this Agreement for a period in excess of three (3) consecutive, scheduled, working days, or failure for a similar period, to perform in the manner required, and provided such failure is not a result of war, insurrection, riots, or acts of God, the City may, at its option and after written notice to Contractor, utilize any or all of Contractor's equipment used in performance of this Agreement until such time the matter is resolved and the Contractor is performing under the terms of the Agreement.

Any and all expenses incurred by City during such time may be deducted from payments due or to become due to Contractor.

Should Contractor be unable to resume performance at the close of ten (10) calendar days, all liability of the City under this Agreement shall cease and City shall be free to negotiate with other contractors for the performance of work. Any contract thereby entered into with another contractor shall not release Contractor from liability to City for breach of this Agreement.

- d. **Appeal.** The City's determination shall be final and binding on both parties, unless appealed, in writing to the City Manager or his designee within ten (10) working days after notice. The City Manager or his designee shall grant Contractor an informal hearing upon such request. The decision of the City Manager shall be final and binding.
- e. **Waiver.** City may waive all or any portion of damages without prejudicing its rights under this Agreement.

14. **Insurance and Indemnity.**

- a. **Hold Harmless Agreements.** To the fullest extent permitted by law, Contractor agrees to defend, pay in behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, arising out of or in any way connected or associated with this contract. The obligation to defend and hold harmless extends to City's employees, agents, subcontractors, assigns and successors.

- b. **City Insurance Requirement.** Contractor shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to City.
- c. **Workers' Compensation Insurance.** Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **Vehicle Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Vehicle Liability Insurance, in accordance with all applicable Statutes of the State of Michigan.
- e. **Commercial General Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (SCU) exclusions, if applicable.
- f. **Additional Insured.** Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The City, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. The endorsement adding the City as additional insured shall read exactly as follows: "The City of Muskegon is hereby added as an additional insured..."
- g. **Cancellation Notice.** Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON PLANNING DEPARTMENT.
- h. **Proof of Insurance Coverage.** Contractor shall provide the City at the time the contracts are returned for execution, certificates and policies endorsing the City as additional insured as listed below:
 - i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, if applicable;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and

- iii. If so requested, Certified Copies of all policies mentioned above will be furnished.
 - i. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date.
15. **Income Tax Withholding.** Contractor shall withhold income taxes from each employee who is subject to such withholding, and pay such tax in accordance with the City of Muskegon Income Tax Ordinance and all applicable laws associated with that ordinance. Contractor shall require the same from each subcontractor, consultant or vendor used in the performance of his duties and obligations in this Agreement. City reserves the right to withhold payments otherwise due to Contractor to assure compliance with this Agreement or to cure such noncompliance.
16. **General Provisions.**
- a. **Notices.** Any notice that either party may give or is required to give under this Agreement shall be in writing, and, if mailed, shall be effective on the day it is delivered to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing. Notices given in person are effective on the day they are given.
 - b. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.
 - c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights and obligations contained in this Agreement without the express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.
 - d. **Entire Agreement.** This Agreement shall constitute the entire agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into, by, and between the parties with respect to the subject matter of this Agreement, and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.
 - e. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, permitted successors, and assigns.
 - f. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.
 - g. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

- h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.
- i. **Survival.** All representations, warranties, and covenants in this Agreement shall survive the signing of this Agreement.

City and Contractor have executed this Agreement on the date written next to their signatures to be effective according to the term(s) stated in this document.

City –

Date: _____, 2013

CITY OF MUSKEGON

By: _____
Stephen Gawron
Mayor

And: _____
Ann Marie Becker
City Clerk

Contractor –

Date: _____, 2013

By: _____
John Morton
Owner

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

This proposal is for clean up and transportation labor based upon each individual clean-up assignment.

	<u>2-Year Bid</u>	<u>3-Year Bid</u>
1. Fee to pick up first ½ ton.	20.00	22.00
2. Fee to pick up ½ – 1 ton.	32.00	33.00
3. Fee to pick up 1 – 2 tons.	43.00	45.00
4. Fee to pick up over 2 tons	Fee to be determined on a case by case basis.	

EQUIPMENT LIST

List all of the equipment that you own or have access to for this contract.

TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 2004 GMC 2500 trailer - 7.5x20ft 25 yds			
2. 2000 Chevy silv 1500 Trailer - 6.5x16ft 20 yds			
3. 1999 Chevy silv 1500 Trailer - 6.5x14ft 15 yds.			
4. 2004 Dodge Pickup Trailer - 6.5x14ft 20 yds.			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 3 Vivitar digital Cameras 10-14 mp.			
2. 4 Sony digital cameras 12-14 mega pix			
3. 3 Kodak digital cameras 10-12 mega pix.			
4. 1 Nikon digital camera 25 mega pix.			

Commission Meeting Date: April 23, 2013

Date: April 16, 2013

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Building Contract for 1500 Leahy

SUMMARY OF REQUEST: To award the building contract for the rehabilitation of 1500 Leahy to JD Fisher Builders for the City of Muskegon's Neighborhood Stabilization Program through CNS.

CNS received 1 bid for the amount of \$82,400; the bid has been reviewed by our spec writer and certified as reasonable "due to the unique characteristics of the structure".

FINANCIAL IMPACT: The funding for this project has been secured through the NSP grant.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To award JD Fisher Builders the rehabilitation contract for 1500 Leahy for the Community and Neighborhood Services office.

COMMITTEE RECOMMENDATION: None required.

Date: April 23, 2013
To: Honorable Mayor and City Commissioners
From: City Clerk's Office
RE: Citizen's District Council

SUMMARY OF REQUEST: To eliminate the position of two representatives from the CDBG Target Area of the CDC since there is no longer a target neighborhood/area.

FINANCIAL IMPACT: None.

STAFF RECOMMENDATION: The CRC recommended approval.

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission
FROM: Department of Public Works
DATE: April 23, 2013
SUBJECT: Aggregates, Highway Maintenance Materials and Concrete

SUMMARY OF REQUEST:

Award bid to supply H1/32FA 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

Award bid for crack sealant to Surface Coatings Co.

Award bid to supply bituminous asphalt product to Asphalt Paving, Inc.

Award bid to supply AE-90 Asphalt Emulsions to Asphalt Materials, Inc.

Award bid to supply screened top soil to Verplank Trucking Company

Award bid to supply 2NS sand to Yellow Rose Transport

Award bid to supply 7-sack mix concrete to Port City Redi-Mix

Award supply of Calcium Chloride 38% (road brine) and 32% (winter salting) to Great Lakes Chloride

FINANCIAL IMPACT:

\$402,107.00 based on quantities requested in bid at 2013 quotes.

BUDGET ACTION REQUIRED:

None; funds appropriated in several budgets.

STAFF RECOMMENDATION:

Recommend approval of bids as outlined in Summary of Request.

To: The City Commission Through The City Manager
From: Mohammed Al-Shatel Director of Public Works
Date: April 23, 2013
Subject: 2013 Aggregates, Highway Maintenance Materials, and Concrete

Purchases will be made from recommended bidder, contingent upon product availability, timely deliveries, and prices as quoted.

500 ton H1/32FA Limestone Chip Blend (\$17.25 in 2012; \$8,875.00)

Verplank Trucking Co.	PO Box 8, Ferrysburg, MI 49409	\$17.75 per ton, delivered
Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$18.95 per ton, delivered

9,000 ton Road Slag 22-A Natural (\$12.25 in 2012; \$63,250.00)

Verplank Trucking Co.	PO Box 8, Ferrysburg, MI 49409	\$12.65 per ton, delivered
Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$13.50 per ton, delivered

500 tons SylvaX Patching Materials – UPM-CP-7, or ASTM Specification C-136 #9 or Statite CP-6, or similar product (\$110.00 in 2012; \$55,000.00)

Asphalt Paving, Inc.	1000 E. Sherman Boulevard, Muskegon MI 49444-0190	\$110.00 per ton, picked up
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50,000 pounds Crack Sealant (block form) (\$0.51 in 2012; \$24,500.00)

Surface Coatings, Co.	2280 Auburn Rd, Auburn Hills, MI 48326	\$0.49 per pound, delivered
Lakeshore Parking Lot Maint.	6818 Harvey Rd, Spring Lake, MI 49456	\$0.51 per pound, delivered
Sherwin Industries, Inc	2129 West Morgan Ave., Milwaukee, WI 53221	\$0.56 per pound, delivered

200 ton Bituminous Asphalt 4:12, Base (\$63.00 in 2012; \$12,600)

Asphalt Paving, Inc.	1000 E. Sherman Boulevard, Muskegon MI 49444-0190	\$63.00 per ton, picked up
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1,000 ton Bituminous Asphalt 4:12, Top (\$64.00 in 2012; \$64,000.00)

Asphalt Paving, Inc.	1000 E. Sherman Boulevard, Muskegon MI 49444-0190	\$64.00 per ton, picked up
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AE-90 Asphalt Emulsions (\$0.00 in 2012; \$43,000)

Asphalt Materials, Inc.	940 N. Wynn Rd, Oregon, OH 43616	\$2.15 per gallon, delivered
Bit-Mat Products	401 Tiernan Rd, Bay City, MI 48706	\$2.40 per gallon, delivered

500 yards Screened Top Soil (\$7.00 in 2012; \$3,750.00)

Verplank	P.O. Box 8, Ferrysburg, Muskegon, MI 49409	\$7.50 per cubic yard, delivered
Accurate Excavators	2821 Central Rd, Muskegon, MI 49445	\$9.00 per cubic yard, delivered
Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$9.50 per ton, delivered

500 ton 2NS Sand (\$5.50 in 2012; \$3,500.00)

Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$7.00 per ton, delivered
Verplank Trucking Co.	PO Box 8, Ferrysburg, MI 49409	\$8.45 per ton, delivered

Concrete mix as needed (*7 Sack Mix \$80.00 in 2012, \$76,532.00)

Port City Redi-Mix	\$79.00 per cubic yard, 7 Sack Mix, delivered
1780 Sheridan Road, Muskegon, MI 49442	

Consumers Concrete	\$80.00 per cubic yard, 7 Sack Mix, delivered
4400 E. Evanston Avenue, Muskegon MI 49442	

**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, and extra unload time.*

85,000 gallons Calcium Chloride 38% (road brine) (\$0.47 in 2012; \$40,800.00)

Great Lakes Chloride	6001 Marsh Road, Shelbyville, MI 49344	\$0.48 per gallon, spread
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15,000 gallons Calcium Chloride 32% (winter salting) (\$0.41 in 2012; \$6,300.00)

Great Lakes Chloride	6001 Marsh Road, Shelbyville, MI 49344	\$0.42 per gallon, storage
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Date: April 23, 2013
To: Honorable Mayor and City Commissioners
From: DPW
RE: Grant Application submittal for Ottawa Street Bridge

SUMMARY OF REQUEST:

Authorize HRC (engineering firm) to submit a grant application on behalf of the City seeking grant funds to rehabilitate/replace the Ottawa Street Bridge in 2016.

FINANCIAL IMPACT:

None at this time, however, should the city get the it will be incorporated into future budget.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Authorize HRC to submit the application at no cost to the City.

COMMITTEE RECOMMENDATION:

RESOLUTION _____

A resolution in support of the application by the City of Muskegon for Local Bridge Program Funds to facilitate the rehabilitation of the Ottawa Street Bridge over the South Branch of the Muskegon River.

- The Ottawa Street Bridge over the South Branch of the Muskegon River was built in 1929 and has sustained a significant amount of deterioration over the past eighty years. Recent inspection observations raise concern about the remaining structural integrity of the structure;
- As a result of the deterioration, the Bridge is currently posted with legal load limit restrictions on the bridge. The Bridge is currently rated as Structurally Deficient with a Sufficiency Rating of 33.6.

Now, Therefore,

Be it resolved that the Muskegon City Council, on behalf of its residents and the manufacturing and commercial concerns in the vicinity, does hereby endorse and support the application to secure Local Bridge Program Funds for the replacement of the Ottawa Street Bridge over the South Branch of the Muskegon River.”

Moved by _____ and supported by _____.

AYES, _____

NAYS, _____

Adopted this _____ day of _____, 2013.

BY

Stephen J. Gawron, Mayor

ATTEST

Ann Cummings, City Clerk

CERTIFICATION

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

CITY OF MUSKEGON
By _____
Ann Cummings, City Clerk

Commission Meeting Date: April 23, 2013

Date: April 16, 2013
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Approval of the Use & Maintenance of City Owned Property at 298 Allen Ave

SUMMARY OF REQUEST:

To approve the use and maintenance of the City owned property located at 298 Allen Ave for a community garden. The property is buildable and the City would retain the right to sell the property with the community garden members having time to remove the garden prior to any sales.

FINANCIAL IMPACT:

The City would save on the cost of maintenance of this property.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached resolution and maintenance agreement.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING THE USE AND MAINTENANCE OF THE BUILDABLE LOT
AT 298 ALLEN AVE IN THE ANGELL NEIGHBORHOOD.**

WHEREAS, Andy Tibbitts, a citizen of the Angell Neighborhood, be allowed to use and maintain the parcel designated as parcel number 24-205-210-0010-00, located at 298 Allen Ave; and

WHEREAS, the City would reserve the right to sell the property and give the members time to remove the gardens prior to any sales; and

WHEREAS, the maintenance would relieve the City from having to maintain the property and the maintenance costs while the garden is there; and

NOW THEREFORE BE IT RESOLVED, that parcel number 24-205-210-0010-00, located at 298 Allen Ave be maintained for a community garden by Andy Tibbitts and the members of the community garden.

CITY OF MUSKEGON REVISED PLAT 1903 LOT 10 BLK 210

Adopted this _____ day of _____, 2013

Ayes:

Nays:

Absent

By: _____
Stephen Gawron
Mayor

Attest: _____
Ann Cummings, MMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on _____, 2013.

By: _____
Ann Cummings, MMC
City Clerk

Maintenance Agreement

This Agreement is made April 23, 2013 ("Effective Date"), by and between the **City of Muskegon** ("City"), of 933 Terrace Street, Muskegon, Michigan 49440, and Andy Tibbitts, Muskegon, Michigan.

Background

- A. "City" is the owner of the vacant lot located at 298 Allen Ave ("Property").
- B. The parties wish to enter into an agreement regarding the installation and maintenance of a flower garden located at the Property.
- C. Individual has agreed to perform the installation and physical maintenance of the garden at the Property pursuant to the terms set forth in this maintenance agreement.

Therefore, the parties agree as follows:

1. **General Agreement.** Individual agrees, at the sole cost of the Individual, to perform the installation and physical maintenance of a flower garden at the Property.
2. **Site Design.** Individual shall submit a garden design for the Property, and receive design approval from the City, prior to installation. City agrees not to unreasonably withhold its approval of the garden design. Any necessary permits or variances (fencing, lighting, electrical, plumbing, etc.) are the responsibility of the Individual and not the City and must be obtained prior to performing any work.
3. **Maintenance.** Individual shall be responsible for the physical installation of the flower garden and continuing maintenance of the Property, including i) mowing, trimming, fertilizing, weed control and any other routine maintenance of the grass, trees, shrubs and plantings at the Property, and ii) trash and litter removal from the Property.
4. **Buildable Lot.** City retains the right to sell the property at any time without prior notice to the Individual. In the event the property is sold, City shall notify the Individual, who shall have 30 days to remove any plantings and other items installed by the Individual.
5. **Term.** This maintenance agreement shall continue in effect until terminated by either party. Upon termination, Individual waives any claim against City for installation or maintenance of any item on the Property.
6. **Insurance.** Should the Individual place any items (picnic tables, grills, etc.) that are to remain on the property for an extended period of time, the Individual must purchase liability insurance and provide proof of the insurance to the City.
7. **Hold Harmless.** Individual shall indemnify, defend and save City harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property arising from any occurrence in or about the Property or from the occupancy or use by Individual of the Property or any part thereof or resulting in whole or part from any act or omission of Individual, its employees, invitees, licensees, contractors or agents. City shall not be liable for any injury to the person or property of Individual or any other persons on the Property resulting from the criminal or negligent acts of third persons occurring on or nearby the Property.

[signatures appear on following page]

City of Muskegon, a municipal corporation

By: _____

Name: Stephen Gawron

Title: Mayor

Date: _____

By: _____

Name: Ann Cummings, MMC

Title: Clerk

Date: _____

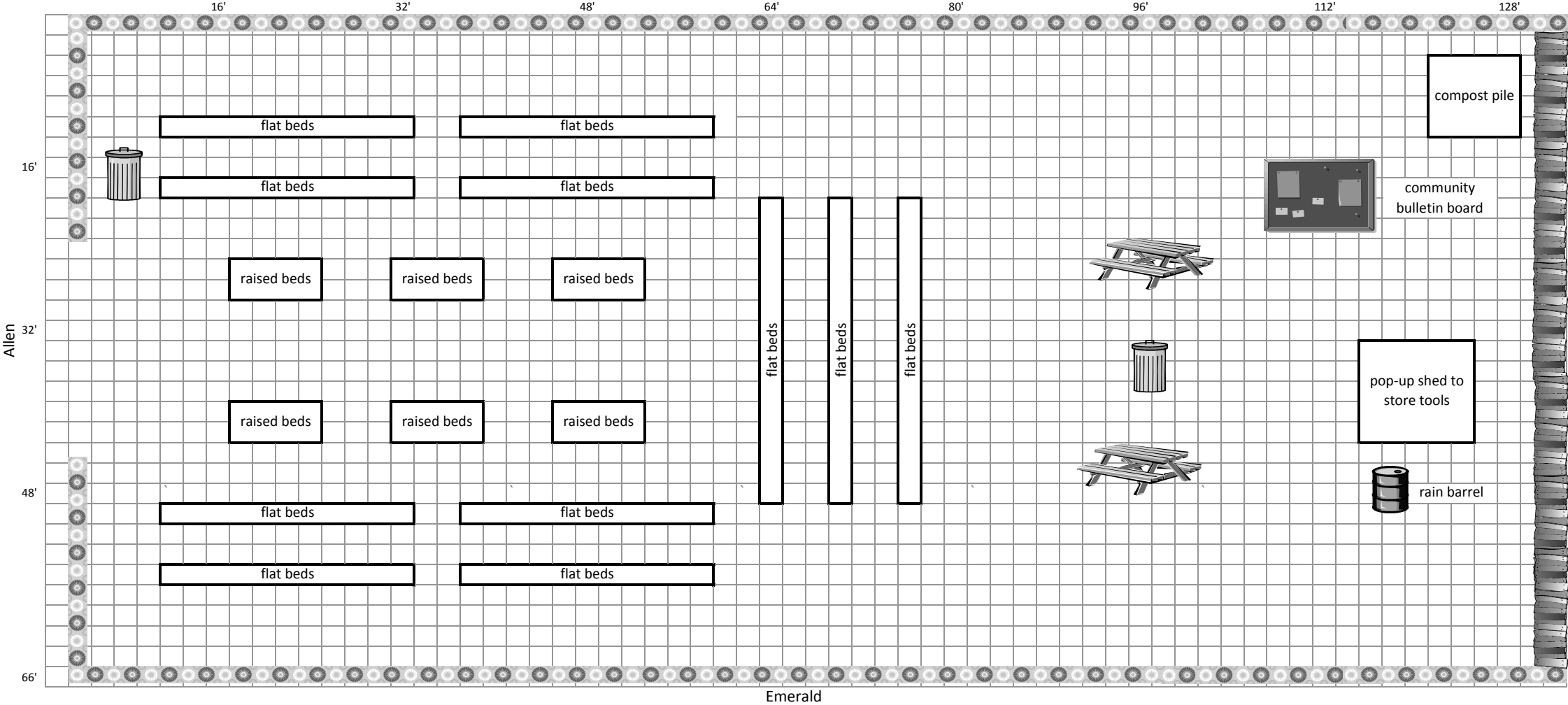


Name: Andrew TISSITT

Date: 4-12-13

Community Garden
Angell Neighborhood
298 Allen Avenue

Fork



Date: 4/23/13

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: Dura Patcher

SUMMARY OF REQUEST:

Authorize staff to purchase one (1) new Dura Patcher trailer mounted patcher and 6,000 gallon emulsion tank from Alta Equipment Company, the lowest responsible bidder.

This machine will mix hot tar and stone together as you fill a pothole for a much more durable and longer lasting patch.

FINANCIAL IMPACT:

\$103,000.00

BUDGET ACTION REQUIRED:

None. Amount is what was budgeted.

STAFF RECOMMENDATION:

Authorize staff to purchase one (1) new Dura Patcher machine and tank from Alta Equipment Company.



City of Muskegon

Bid Tabulation sheet

Requisition: Injection Patching Machine

	Name of Bidder	Name of Bidder	Name of bidder
Vendor	Alta Equipment	Equipment Marketing Co.	
Telephone	616-292-7713	765-795-2277	
Location	Byron Center, Mi	Cloverdale Indiana	
Quoted by	Chad Stiles	Cliff Dickehut	

Quantity	Description	Price	Price	Price
1	Injection Patching Machine	\$58,000.00	\$66,900.00	
1	6,000 Gallon Emulsion Tank	\$45,000.00	\$47,500.00	
	Low Bid	\$103,000	\$114,000.00	

Bid Requested by: Joe Buckingham, Equipment Supervisor

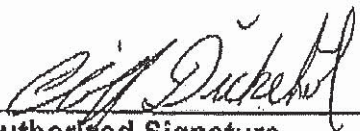
VORTEX Total Patcher Quote

Attn: City of Muskegon, Michigan
Mr. Joe Buckingham

Equipment Marketing Co
P.O. Box 697
Cloverdale, Indiana 46120
Phone / Fax (765) 795-2277

Made In Indiana - Made In Indiana - Made In Indiana - Made In Indiana - Made In Indiana - Made In Indiana - Made In Indiana

To: City of Muskegon, Michigan			Ship to (if different): Quote only		
Quote DATE	PLACED BY	DATE EXPECTED	SHIP VIA	F.O.B.	TERMS
March 6, 2013	Cliff Dickehut	Quote Only	EMC Truck	Customer Yard	Outright purchase or lease.
QTY.	DESCRIPTION		PRICE Ea		TOTAL
1 each	New Total Patcher VORTEX 2013 MACHINE (MADE IN INDIANA), with all standard equipment, pintle hitch, includes arrow board at no additional charge. <u>Includes onboard SCREW TYPE AIR COMPRESSOR!</u>		\$66,900.00		\$66,900.00
1 each	<u>Optional: Aggregate delivery water cleanout system.</u>		\$2,000.00		\$2,000.00
1 each	<u>Optional Reel mounted crack seal attachment</u>		\$1,000.00 When ordered on machine.		\$1,000.00 When ordered on machine.
	<u>NOTE: This is the green machine that we demonstrated. It will run your air tools.</u>				
	<u>NOTE: Price includes on site delivery and training. THIS is a 2013 machine. Quote is valid for 45 days.</u>				
			SALES TAX		Exempt
TOTAL QUOTE					
<u>NOTE: THIS IS THE VORTEX MODEL which is the green machine. It will run your air tools.</u>					\$69,900.00 with water system & crack seal sys.


Authorized Signature

Total TANK – 6,000 gallon QUOTE

Attn: City of Muskegon, Mich.
Mr. Joe Buckingham

Equipment Marketing Co
P.O. Box 697
Cloverdale, Indiana 46120
Phone / Fax (765) 795-2277

Made In Indiana – Made In Indiana – Made In Indiana – Made In Indiana – Made In Indiana – Made In Indiana – Made In Indiana

To: City of Muskegon, Michigan

Ship to (if different): CITY SHOP

QUOTE DATE	PLACED BY	DATE EXPECTED	SHIP VIA	F.O.B.	TERMS
March 6, 2013	Cliff Dickehut	30 - 60 days ARO	Best Way	Customer Yard	Net 30 days prox.
QTY.	DESCRIPTION			PRICE Ea	TOTAL
1 each	New 6,000 gallon TOTAL TANK with all standard equipment. (This is our recommended size tank.)			\$47,500.00	\$47,500.00
	****Price includes on site delivery and training. Includes installation assistance.				

SALES TAX

Exempt

FREIGHT

QUOTE TOTAL

\$47,500.00


Authorized Signature



Construction Equipment Division

8840 Byron Commerce Drive SW
Byron Center, MI, 49315

PROPOSAL

Customer Name	Joe	Buckingham	City of Muskegon	3-8-13
	First	Last	Company Name	Date
Address	933 Terrace Street		Muskegon	Mi 49444
	Street Address		City	State Zip Code
Phone			Email	

Sales Representative Chad Stiles Sales Contact (616) 292-7713

We propose to furnish you with the following:

One New Dura Patcher Trailer Mounted Patcher

Emulsion Capacity 250 Gallons, John Deere 74Hp Engine, Electric Brake, GVWR 10,400
Two Year Limited Warranty

Sell Price \$58,000.⁰⁰

One New Dura Tank for Emulsions
6,000 Gallon Tank

Sell Price \$45,000.⁰⁰ + FRT.

The foregoing prices are subject to revision in accordance with prevailing prices at time of delivery, unless otherwise stipulated. This quotation is made with the understanding that the amount to be paid by the purchaser shall be increased by the amount of any tax which the seller shall be required by law to pay upon this sale or contract to sell.

Terms _____ Delivery _____

SHIPPING

Street _____ Via _____
City, State, Zip _____ Will ship on _____

The above is hereby accepted this _____ day of _____

Authorized Signature _____

Date: 4/23/13

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: Plow Trucks

SUMMARY OF REQUEST:

Authorize staff to purchase 2 (two) new International Cab and Chassis trucks, these trucks will replace current fleet vehicles that are approximately 25 yrs old, unit numbers 40621 and 40622.

FINANCIAL IMPACT:

\$158,756.06

BUDGET ACTION REQUIRED:

None. Amount is what was budgeted.

STAFF RECOMMENDATION:

Authorize staff to purchase 2 (two) Cab and Chassis from West Michigan International Trucks.



City of Muskegon
Bid Tabulation sheet

Requisition: 2(two) International 7400 Cab and Chasis

Quantity	Description	Price	Price	Price
2	Model 7400 International Cab and Chasis	\$165,166.44	\$158,756.06	
	Low Bid		\$158,756.06	

Bid Requested by: Joe Buckingham, Equipment Supervisor

DATE: 04/11/2013
TO: Honorable Mayor and Commissioners
FROM: Jeffrey Lewis, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN110050

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 1770 6TH ST 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: # EN110050 - 1770 6TH ST (ALL STRUCTURES)

Location and ownership: This structure is located on 6TH St. between W. Laketon and Larch Avenues and is owned by HUDSON JOYCE L.

Staff Correspondence: A dangerous building inspection was conducted on 03/01/2011. The Notice and Order to Repair was issued on 03/16/2011. On 04/05/2012 the HBA declared the structure substandard and dangerous.

Owner Contact: Joyce Hudson and Wally Cassy were present for the HBA meeting dated 04/05/2012. All notices sent certified mail have been returned signed. A permit was obtained for demolition 4/20/2011 and the deadline was extended to 06/01/2012. Part of one of the structures had been started with nothing further being done. A letter was sent to the owner to inquire about the completion of the demolition with no further contact from the owner.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$ 16,300

Estimated cost to repair: \$ 25,000 (exterior only)

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

City of Muskegon Housing Inspection Defect List

For property at : 1770 6TH ST

Owner : HUDSON JOYCE L

Responsible Party :

Applied for Certificate :

Certificate Number :

This Original Defect List was created as of the Inspection performed on : 03/01/11

Report Printed On : 04/11/13

Defects List :

First Inspected By :

Henry Faltinowski

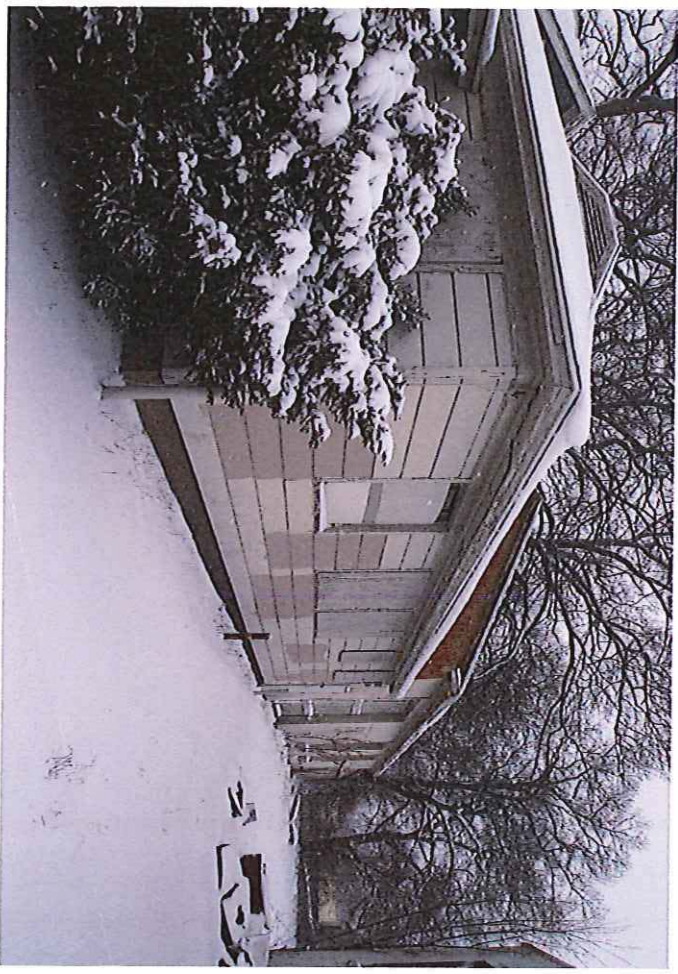
DANGEROUS BUILDING

1. Roof on storage garage has collapsed. Leaning walls and roof in very unstable condition. Remove damaged sections and rebuild to MRC 2006 requirements.
2. Replace garage doors.
3. Replace siding
4. Replace all damaged roof covering.

Defect Corrected : N



1770 6th 211113



1562



1770

2862

DATE: 04/11/2013
TO: Honorable Mayor and Commissioners
FROM: Jeffrey Lewis, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN110128

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 1597 PARK ST 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: # EN110128 - 1597 PARK ST (ALL STRUCTURES)

Location and ownership: This structure is located on Park St. between W. Forest and W. Southern Avenues and is owned by WOODLEY SHANNON.

Staff Correspondence: A dangerous building inspection was conducted on 12/09/2010 and 08/26/2011. The Notice and Order to Repair was issued on 07/28/2011. On 04/04/2013 the HBA declared the structure substandard and dangerous.

Owner Contact: No one was present for the HBA meeting dated 04/04/2013. All notices sent certified mail have been returned with signatures. A permit was obtained 11/30/2011 and a little work was started with no inspections and the permit expired 05/08/2012 and no further work being done.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$ 12,300

Estimated cost to repair: \$ 20,000 (exterior only)

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

City of Muskegon Housing Inspection Defect List

For property at : 1597 PARK ST

Owner : WOODLEY SHANNON

Responsible Party :

Applied for Certificate :

Certificate Number :

This Original Defect List was created as of the Inspection performed on : 08/26/11

Report Printed On : 04/11/13

Defects List :

First Inspected By :

Henry Faltinowski

INTERIOR INSPECTION

1. Pressure test gas line.
2. Provide furnace & water heater & ductwork.
3. Inspect & certify chimney.
4. Establish house plumbing with scald free shower valve.
5. Clean ductwork.
6. Provide bath vent fan/bath.
7. Inspect & certify building sewer & water service.
8. Provide return air for bedrooms.
9. All work to conform with 09 Michigan plumbing/mechanical code.
10. Repair all interior drywall damage.
11. Smoke alarms per Michigan Residential Code 2009 with hardwire battery backup.
12. Replace all damaged floor coverings.
13. Repair all damaged windows & doors.
14. Rewire house to Michigan Residential Code 2009

Defect Corrected : N

City of Muskegon Housing Inspection Defect List

For property at : 1597 PARK ST

Owner : WOODLEY SHANNON

Responsible Party :

Applied for Certificate :

Certificate Number :

This Original Defect List was created as of the Inspection performed on : 07/28/11

Report Printed On : 04/11/13

Defects List :

First Inspected By :

Henry Faltinowski

DANGEROUS BUILDING HOME & GARA

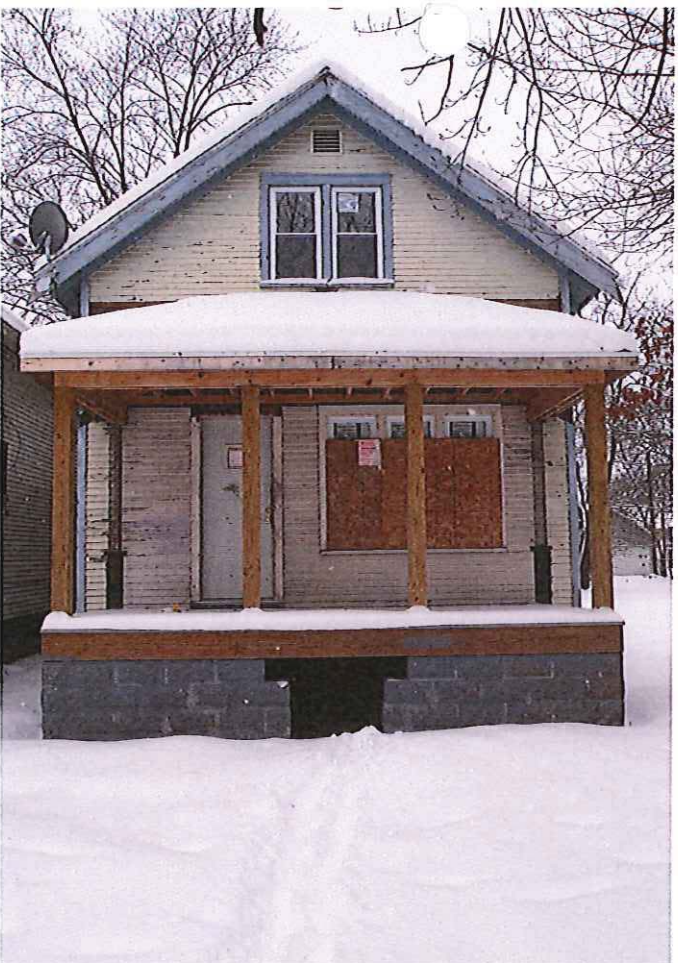
Garage report written 12/09/10

1. Replace rotted siding.
2. Repair side door broken, rotted door jams.
3. Vehicle entry door has collapsed - replace.
4. Scrape and paint siding, door and window frames
Home
5. Replace damaged roof covering on home.
6. Repair - replace rotted siding.
7. Replace rotted basement window sills and frames.
8. Repair damaged rotting front and side porches and landings to code 2009 MRC.
9. Replace all damaged windows and doors.
10. Request interior inspection by trade inspectors
11. All handrails, guardrails to code.
12. Scrape and paint exterior exposed wood.
13. Home has been boarded 120 days.

Defect Corrected : N

1597 Park 2/4/13

SCANNED







DATE: 04/11/2013
TO: Honorable Mayor and Commissioners
FROM: Jeffrey Lewis, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN120074

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 **1691 SMITH ST Area 13** 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: # EN120074 - 1691 SMITH ST (ALL STRUCTURES)

Location and ownership: This structure is located on Smith St. between Larch and Dale Avenues and is owned by VASQUEZ ANTONIO.

Staff Correspondence: A dangerous building inspection was conducted on 06/26/2012. The Notice and Order to Repair was issued on 07/11/2012. On 09/06/2012 the HBA declared the structure substandard and dangerous.

Owner Contact: No one was present for the HBA meeting dated 09/06/2012. All notices sent certified mail have returned unclaimed. No permits have been issued and no inspections scheduled.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$ 9,400

Estimated cost to repair: \$ 20,000 (exterior only)

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

City of Muskegon Housing Inspection Defect List

For property at : 1691 SMITH ST

Owner : VASQUEZ ANTONIO

Responsible Party :

Applied for Certificate :

Certificate Number :

This Original Defect List was created as of the Inspection performed on : 06/26/12

Report Printed On : 04/11/13

Defects List :

First Inspected By :

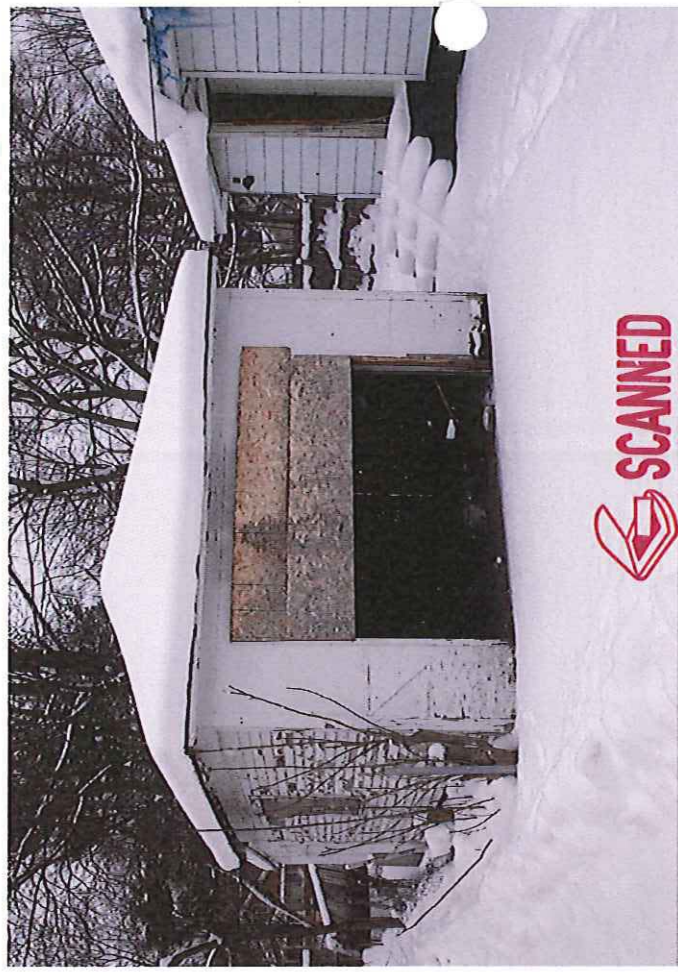
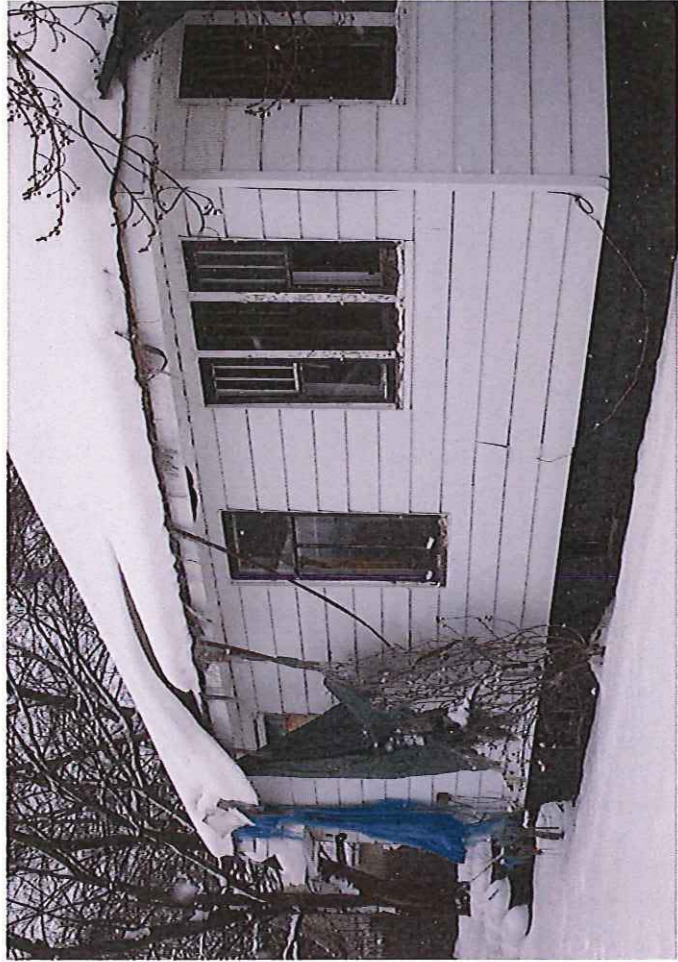
Henry Faltinowski

DANGEROUS BUILDING

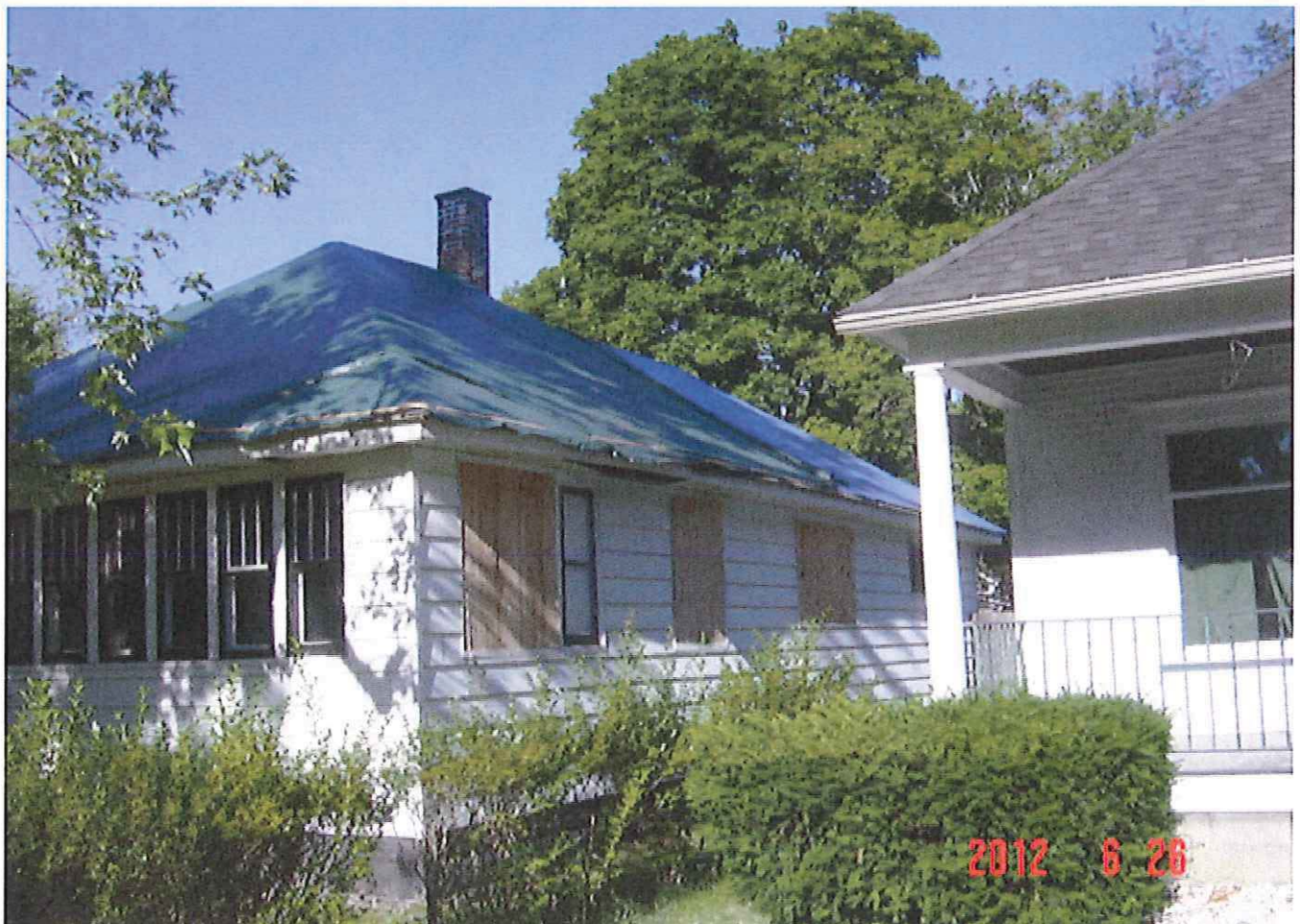
1. Replace roof covering on home and garage - Call for sheathing inspection when roof is stripped.
2. Repair - replace all damaged missing offit an dsiding on home and garage.
3. Repair - tuck point chimney.
4. Replace all damaged doors and windows on home and garage.
5. Request interior inspection by trade inspectors.

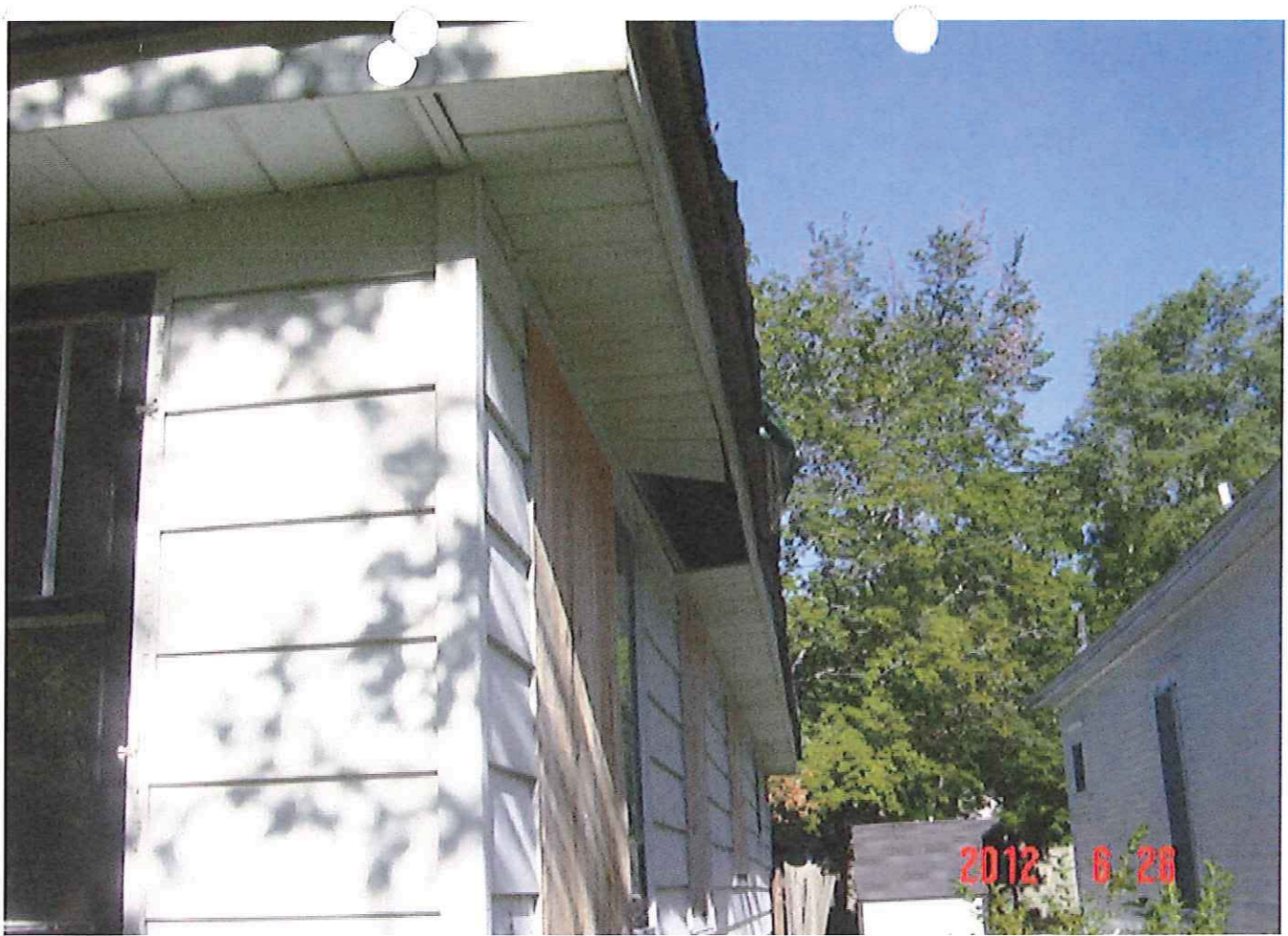
Defect Corrected : N

1691 Smith 2/4/13



1621 Smith D.B Home and Garage





DATE: 04/12/2013
TO: Honorable Mayor and Commissioners
FROM: Jeffrey Lewis, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN100199

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 **1170 ALLEN AVE** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN100199 - 1170 ALLEN AVE Garage only

Location and ownership: This structure is located on Allen Ave. between Oakgrove and Roberts Streets and is owned by JORDAN K/JENKINS S.

Staff Correspondence: A dangerous building inspection was conducted on 12/01/2010. The Notice and Order to Repair was issued on 12/02/2010. On 04/04/2013 the HBA declared the structure substandard and dangerous.

Owner Contact: No one was present for the HBA meeting dated 04/04/2013. All notices sent certified mail have returned signed. A permit for the garage was issued on 04/04/2011 and expired 5/31/2011 with no work being completed.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$ 14,500 (Entire property)

Estimated cost to repair: \$ 4,150 Garage only

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

City of Muskegon Housing Inspection Defect List

For property at : 1170 ALLEN AVE

Owner : JORDAN K/JENKINS S

Responsible Party :

Applied for Certificate :

Certificate Number :

This Original Defect List was created as of the Inspection performed on : 12/01/10

Report Printed On : 04/12/13

Defects List :

First Inspected By :

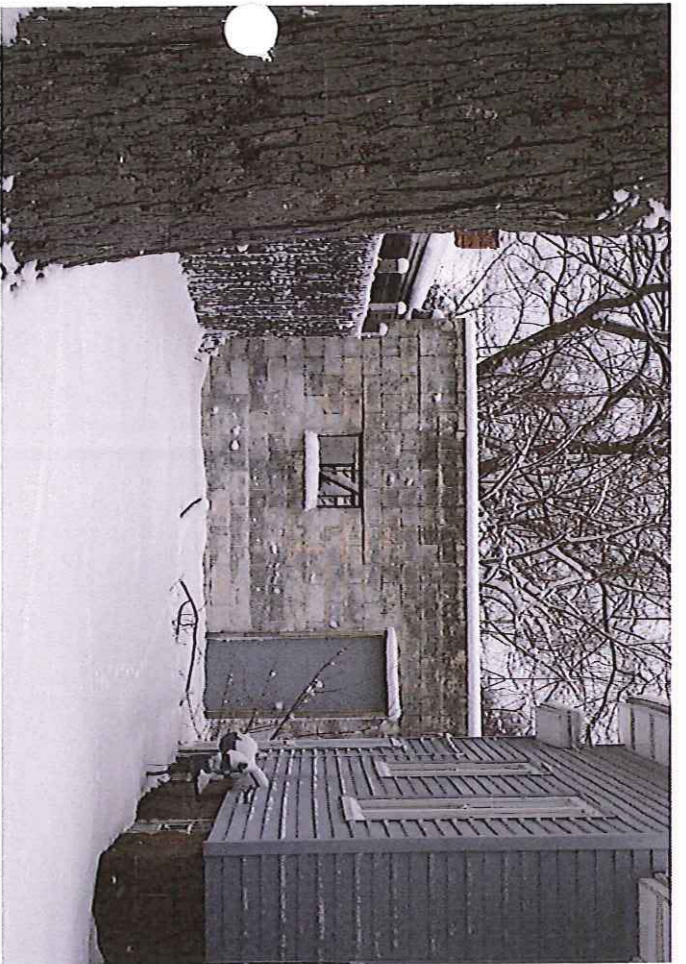
Henry Faltinowski

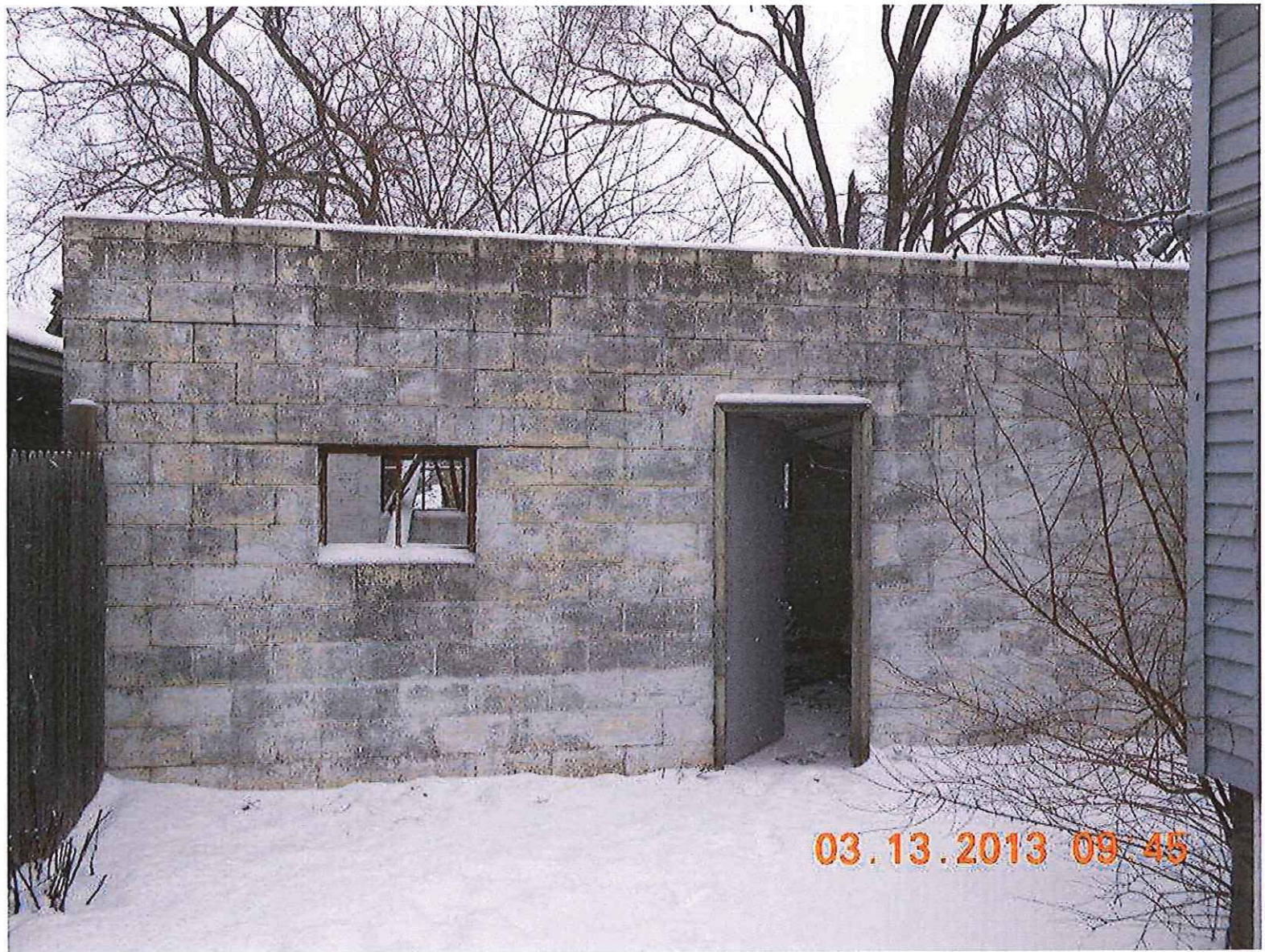
DANGEROUS BLDG GARAGE

- 1.. Roof system on garage is collapsing - rebuild to MRC 2006 Code.
2. Garage door severely dmaged (vehicle entry)
3. Broken out windows - repair - replace
4. Paint exterior of garage.

Defect Corrected : N

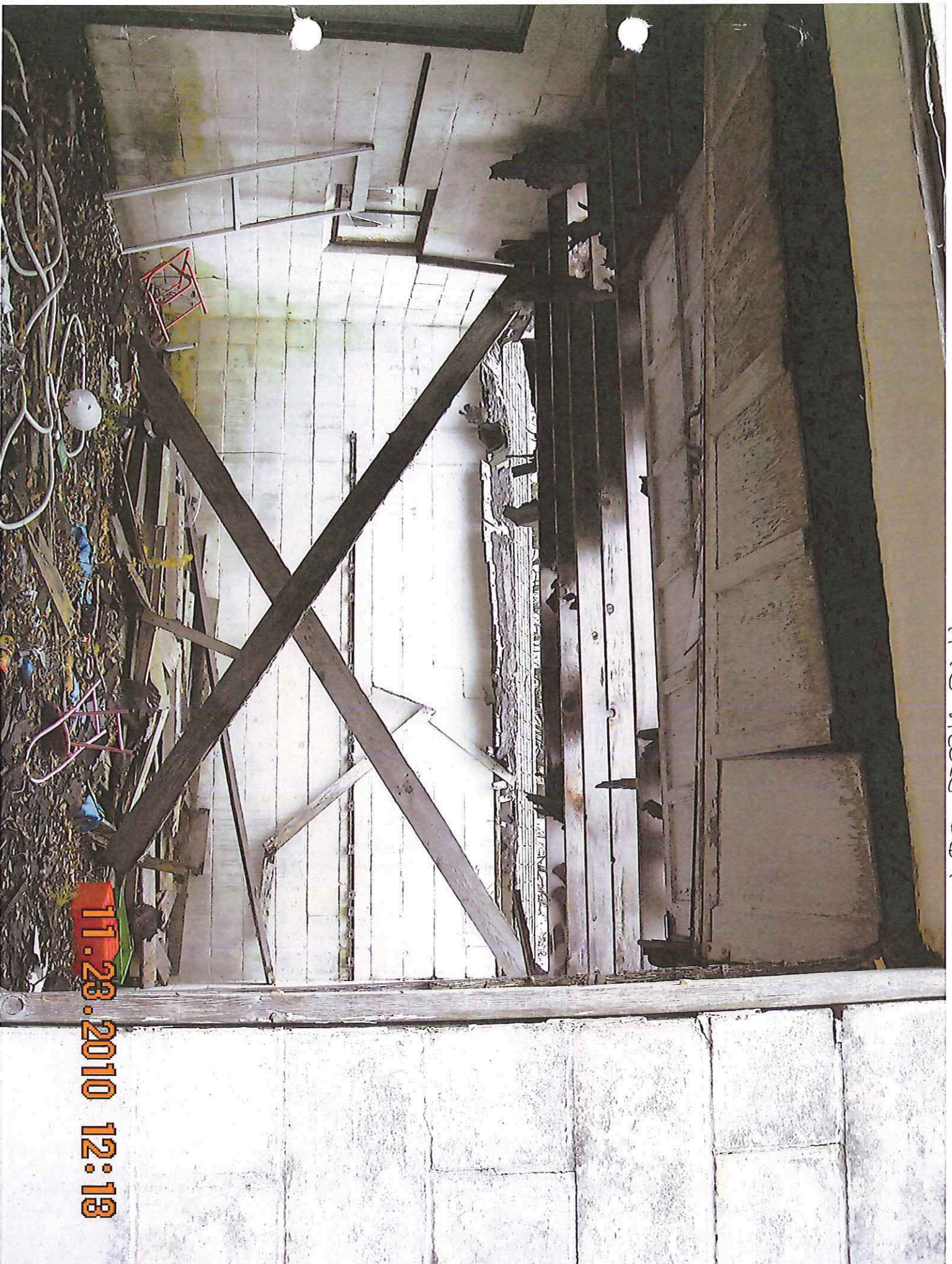
1170 Allen
2/11/13







1170 ALSO DB



11-23-2010 12:13