

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 22, 2014

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
 - A. 2013 Outstanding Citizenship Awards.
 - B. Jazz Appreciation Month.
- ❑ INTRODUCTIONS/PRESENTATION:
- ❑ CITY MANAGER'S REPORT:
- ❑ CONSENT AGENDA:
 - A. Approval of Minutes. CITY CLERK
 - B. Request to Fly the Norwegian Flag. CITY CLERK
 - C. City – MDOT Agreement for Veteran Park Improvements. ENGINEERING
 - D. Amendment to Chapter 30 "Fire Prevention & Protection", Article IV "Recreational Fires". PUBLIC SAFETY
 - E. DBE/MBE/WBE Procurement Policy for Federally Contracted Programs and Collaborations. AFFIRMATIVE ACTION & RISK MANAGEMENT
 - F. Fireworks Display Permit for Muskegon Country Club. CITY CLERK
 - G. Fireworks Display Permit for 4th of July Celebration at Heritage Landing. CITY CLERK
- ❑ PUBLIC HEARINGS:
 - A. 2014-2015 Action Plan. COMMUNITY & NEIGHBORHOOD SERVICES
- ❑ COMMUNICATIONS:
- ❑ UNFINISHED BUSINESS:

❑ **NEW BUSINESS:**

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

1974 Dowd Street

1522 Clinton Street (Garage Only)

1265 Holt Street

912 E. Isabella Avenue

1141 Jefferson Street

B. **Special Event Request – Muskegon Bike Time 2014.** PLANNING & ECONOMIC DEVELOPMENT

C. **Mobile Food Vending Ordinance.** CITY CLERK

D. **Amendment to the Transient Merchant Ordinance.** CITY CLERK

❑ **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.



City of
Muskegon
State of Michigan

WHEREAS, Jazz is an original American art form that affirms the noblest aspirations of our national character, individual discipline, perseverance, and innovation; and

WHEREAS, Jazz has produced some of America's leading creative artists and ranks as one of America's greatest exports to the world; and

WHEREAS, Jazz has inspired dancers, choreographers, poets, novelists, filmmakers, classical composers, and musicians in many other kinds of music; and

WHEREAS, arts education and an appreciation for the contributions of all American art forms is fundamental to the people of the City of Muskegon; and

WHEREAS, America's jazz heritage deserves to be appreciated as broadly as possible and should be part of education in both America's children and adults; and

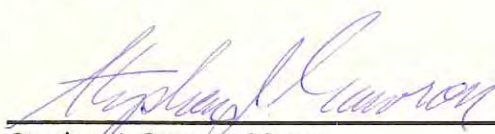
WHEREAS, Jazz has spoken eloquently of freedom for people in the United States and abroad, and has become an international language that bridges differences and brings people of all races, ages, and backgrounds together; and

WHEREAS, we honor and recognize the outstanding work that all jazz artists, educators, and enthusiasts in the City of Muskegon present:

NOW, THEREFORE, BE IT RESOLVED, that I, Stephen J. Gawron, Mayor of the City of Muskegon and speaking on behalf of the City Commission and citizens of Muskegon, do hereby proclaim Tuesday, April 30, 2014 as JAZZ APPRECIATION MONTH throughout the City of Muskegon.



IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of the City to be affixed this 8th day of April, 2014.



Stephen J. Gawron, Mayor

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: April 22, 2014

We have a number of items on the agenda, and I thought you could use a little background on them as you prepare for our meeting next week.

1. Concurrence with HBA. There are a number of structures that HBA has determined should be demolished. We are asking that you concur with that decision.
2. Bike Time. City Staff has spent many sessions working with the event organizers. Overall, there are no major changes planned for the event's structure, except that the event will now be managed locally, and not via a management company. We are recommending approval as presented.
3. The mobile food vending ordinance is being brought back before the commission. Over the past two weeks, we have taken comments from a number of business owners and mobile food vendors. We have made a few tweaks as a result of comments received, and now ask the Commission to consider adoption with the 150 foot rule. Copies of available downtown mobile food vending areas with 150, 200, 250, and 300 foot buffer zones are attached for your consideration. A list of comments received is included in your packet.
4. The transient merchant ordinance was also reviewed and offered for comment over the past two weeks. We are again asking the Commission to consider approval.

Other Updates:

1. FY 2014-15 budget preparation is under way. We plan to incorporate some of the elements of the 5-year financial plan presented at the last Commission meeting.
2. I plan to bring the 3 year action plans to the commission for consideration at the June or July Commission meeting.
3. A number of you are planning to attend the Governor's address at the Holiday Inn this Monday – if you have not already signed up, please contact my office ASAP.
4. A copy of the agreement between Logger Management and the City related to LC Walker utilities is attached for your information.

Date: April 22, 2014
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 7th Commission Worksession Meeting, and the April 8th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
April 7, 2014
City Commission Chambers
5:30 PM

MINUTES

2014-25

Present: Commissioners Rinsema-Sybenga, Gawron, Hood, Johnson, German, Turnquist, and Spataro.

Absent: None.

Three Downtown Businesses to Add Outdoor Service to Liquor Licenses.

Top Shelf Pizza, 500 W. Western, Pigeon Hill Brewery, 500 W. Western, and Smash Bar, 414 W. Western have or will be applying for outdoor services for their liquor license. While Commission action is not required, we thought it would be a great opportunity for the licensees to let the Commission know the exciting plans they have in store for downtown this summer

Jim Noel, owner of Top Shelf, introduced himself and is excited be part of the growing downtown.

Michael Brower, owner of Pigeon Hill Brewery, stated their plans to add an outdoor service to their newly opened business.

All businesses will need to meet the requirements for an encroachment agreement and any other requirements by the City.

Amendment to Brownfield Plan – Terrace Point Landing, LLC and Downtown Development Authority (DDA) Pass –Through Agreement.

The Brownfield Plan for Terrace Point Landing, LLC was adopted by the Brownfield Redevelopment Authority and City Commission in 2013 for purposes of reimbursing the developer for “eligible expenses” incurred in association with the project (approximately \$12 million investment overall). In addition, the DDA and City Commission approved the amendment of the DDA Plan to allow for “100% of the difference between the 1988 assessed value and the 2013 assessed value or that parcel and 25% of any increase in the assessed value beyond the 2013 tax year” (“parcel” being identified for the Terrace Point Landing LLC project). The BRA Plan was forwarded to the MEDC for review and approval. City staff and the developer were notified the week of March 24th that the MEDC was not recommending their participation in the Plan. After several discussions and careful consideration, it was determined that the project can proceed financially without the MEDC participation, providing the BRA tax capture is the full 100% (rather than the 75% originally contemplated).

John Rooks, 5349 Lake Harbor Drive, made a presentation of the project.

This item has been placed on the April 8, 2014 Commission meeting for consideration.

Amendment to the Transient Merchant Ordinance.

Staff compared the current transient merchant ordinance with several other communities and reviewed comments received by customers and is making recommendations for changes.

Some proposed changes include:

Offering the license as an annual license instead of a daily license currently allowed a maximum of 60 days per calendar year. The current fee is \$30 per day. The proposed fee is \$150 annual fee renewed on May 1st of each year.

The bond amount is proposed to increase from \$500 to \$1000

School sponsored events should not require a permit

Merchants may stay in one location no longer than 45 (current ordinance states 90 days)

Hours shall be set between 9 a.m. and 8 p.m. or sunset (whichever is earlier)

Merchants may not operate within 1,000 feet of any approved special event or leased park unless they have obtained permission from the event sponsor or lessee. The license does not allow for the sale of goods or serves at any city-owned park/facility or farmer's market without a permit from the City.

Residents and businesses selling parking spaces on their property during a City approved special event in the downtown district are required to obtain a license. At least one ADA compliant restroom facility with a hand washing unit must be made available to the public for the first 50 parking spaces being offered on a parcel and two restroom facilities be available on parcels selling 100 or more parking spaces. The license must be prominently displayed at the entrance to the parking facility and if the number of parking spaces meets or exceeds 50, a sign must be prominently displayed indicating to the public that a public restroom is available.

The fee for a license is proposed to be \$25 for the first 50 parking spaces and \$50 for more than 50 parking spots on one parcel.

This item will be placed on the April 22, 2014 City Commission meeting.

Mobile Food Vending Ordinance.

In consultation with Downtown Muskegon Now, staff has developed a Mobile Food Vending Ordinance for consideration. The proposed monthly fee is \$300. Those established brick and mortar businesses located in the City of Muskegon selling their own goods through the mobile food vending ordinance may pay a monthly fee of \$150.

Mobile food vehicles shall not be left unattended and cannot be parked between the hours of 3 a.m. and 6 a.m. They shall not operate within 1,000 feet of any City approved special event or leased park. Vendors wishing to sell at the Farmer's Market must obtain permission through management of the Farmer's Market.

Mobile food vehicles shall not be parked within 150 feet of an existing brick and mortar restaurant during the hours when such restaurant is open to the public for business unless permission has been obtained from the restaurant.

Applications will be considered for the following areas: Sherman Blvd, Henry Street, Apple Avenue, Laketon Avenue, Getty Street as well as within the area of the Downtown District Authority, and industrial parks.

City Commissioners requested staff seek input from downtown businesses and bring this back to their April 22, 2014 meeting for consideration.

Muskegon Firefighters Union – Contract Settlement.

Frank Peterson, City Manager, presented a contract settlement for the Muskegon Firefighters Union.

The City Commission will consider this item at its April 8, 2014 City Commission Meeting.

LC Walker Arena Management/Operations Costs.

Representatives of the LC Walker Arena were present to give an update on the operations of the LC Walker Arena and new promotions they have put together to make it a viable business 365 days per year.

Commissioner German left at 7:18 p.m.

Commissioner Johnson asked for the last two years utility bills and attendance records before voting on this issue.

An energy audit being conducted tomorrow.

Recreational Fires

Chief Lewis indicated he would like to propose an ordinance to better define recreational fires. An ordinance will be presented to the Commission at a later date.

2014-15 City Commission Goals/Action Plan.

City Manager, Frank Peterson, reviewed the goals/action plans for the City in detail. It is a working document and will be used as a guide.

This items has been placed on the April 8, 2014 Commission Meeting for consideration.

Adjournment.

Motion by Commissioner Hood, seconded by Commissioner Spataro to adjourn at 8:24 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 8, 2014

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 8, 2014.

Mayor Gawron opened the meeting with prayer from Pastor Marcy Miller from the Samuel Lutheran Church 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 Willie German, Dan Rinsema-Sybenga, Byron Turnquist, Ken Johnson, and Eric Hood, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

2014-26 HONORS AND AWARDS:

A. Recognition of Dave Alexander.

Mayor Gawron recognized MLive reporter Dave Alexander, thanked him for his coverage of the City of Muskegon, and congratulated him on his new position with MLive.

2014-27 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the March 25th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. National Bike to Work Week Proclamation. CITY CLERK

SUMMARY OF REQUEST: The City Commission is asked to adopt the proclamation supporting National Bike to Work Week, May 12 through May 16, 2014.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the proclamation.

D. Concession/Vending Contract for City of Muskegon Parks. PUBLIC WORKS

SUMMARY OF REQUEST: Staff is asking permission to enter into a one-year contractual agreement with Branden M. Reed, per proposal, at/between Pere Marquette Beach and Kruse Park, located within the City of Muskegon for selling bottle water and carbonated beverages.

FINANCIAL IMPACT: Contract revenue will be 10% of gross receipts, per Concession/Vending Agreement.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize DPW staff to enter into a concession/vending agreement with Branden M. Reed.

F. Bella Dawg Concession Contract for City of Muskegon Parks. PUBLIC WORKS

SUMMARY OF REQUEST: Staff is asking permission to enter into a one-year contractual agreement with Steve Hamstra of Bella Dawg at various City of Muskegon parks/facilities, as determined by staff, located within the City of Muskegon to sell hot dogs and other minor snacks from a mobile cart.

FINANCIAL IMPACT: Concession revenue is 10% of gross receipts. Commission revenue in 2013 was \$276.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize DPW staff to enter into a concession agreement with Steve Hamstra of Bella Dawg.

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

SUMMARY OF REQUEST: Award the bids as listed.

FINANCIAL IMPACT: \$441,348 based on quantities requested in bid at 2014 quotes (except concrete mix).

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

STAFF RECOMMENDATION: Recommend approval of bids as outlined.

J. Amendment to Brownfield Plan – Terrace Point Landing, LLC and Downtown Development Authority (DDA) Pass-Through Agreement.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The Brownfield Plan for Terrace Point Landing, LLC was adopted by the Brownfield Redevelopment Authority (BRA) and the City Commission in 2013 for purposes of reimbursing the developer for “eligible expenses” incurred in association with the project (approximately \$12 million investment overall). In addition, the DDA and City Commission approved the amendment of the DDA Plan to allow for “100% of the difference between the 1988 assessed value and the 2013 assessed value for that parcel and 25% of any increase in the assessed value beyond the 2013 tax year” (“parcel” being that identified for the Terrace Point Landing LLC project). The BRA Plan was forwarded to the Michigan Economic Development Corporation (MEDC) for review and approval. City staff and the developer were notified the week of March 24 that the MEDC was not recommending their participation in the Plan. After several discussions and careful consideration, it was determined that the project can proceed financially without the MEDC participation, providing the BRA tax capture is the full 100% (rather than the 75% originally contemplated).

FINANCIAL IMPACT: Brownfield Tax Increment Financing (100% of the capture) will be used to reimburse the developer for “eligible expenses” incurred in association with development of the Terrace Point Landing project (see estimated tax capture and payment schedule). The actual development will generate future property taxes for the City, as well as income tax from those living in the development.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To endorse the BRA and DDA approvals for the BRA amendment and DDA amendment.

COMMITTEE RECOMMENDATION: The Brownfield Redevelopment Authority and Downtown Development Authority met on April 2, 2014, and approved both the BRA Plan amendment and the DDA Plan amendment.

K. Permanent Traffic Control Order. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to install “1 (one) hour parking” signs from 8:30 am to 5:30 pm, where permissible to install, on Terrace Street, Pine Street, Spring Street, Walton Avenue, and Myrtle Avenue per Traffic Control Work Order #14-(2014).

FINANCIAL IMPACT: Cost of signs and man-power to install, if approved.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize DPW staff to install “1 (one) hour parking” signs on Terrace, Pine, Spring, Walton, and Myrtle.

L. Muskegon Firefighters Union – Contract Settlement. CITY MANAGER

SUMMARY OF REQUEST: The City and MFU have been working on a 5 year

agreement for the last two months. We have reached a tentative agreement, and the union had a successful ratification vote in March.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

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

Motion by Vice Mayor Spataro, second by Commissioner Johnson to adopt the Consent Agenda minus items C, E, G, H, M, and N.

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

Nays: None

MOTION PASSES

2014-28 ITEMS REMOVED FROM THE CONSENT AGENDA:

C. 2014 Water Treatment Chemical Bids. PUBLIC WORKS

SUMMARY OF REQUEST: Recommend endorsement of lowest responsible bidder to supply sodium hypochlorite for the water filtration plant.

FINANCIAL IMPACT: Annual cost of \$52,207 (based on average annual water pumped to mains).

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends the Mayor and City Commission endorse the low bid received and enter into a contract with Alexander Chemical for sodium hypochlorite for one year, beginning April 14, 2014.

Motion by Vice Mayor Spataro, second by Commissioner Rinsema-Sybenga to approve the bid with Alexander Chemical for sodium hypochlorite for one year beginning April 14, 2014.

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

MOTION PASSES

E. Jay-Boards Concession Contract for City of Muskegon Parks. PUBLIC WORKS

SUMMARY OF REQUEST: Staff is asking permission to enter into a three-year contractual agreement with Jason Gorski of Jay-Boards, per proposal, 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. Concession revenue in 2013 was \$472.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize DPW staff to enter into a concession agreement with Jason Gorski of Jay-Boards.

Motion by Vice Mayor Spataro, second by Commissioner Johnson to authorize DPW staff to enter into a concession agreement with Jason Gorski of Jay-Boards.

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

MOTION PASSES

G. Lease Proposal for MACkiteboarding at Pere Marquette Park. PUBLIC WORKS

SUMMARY OF REQUEST: Staff is asking permission to negotiate a three-year lease agreement (2014, 2015, and 2016) with Steve Negen of MACkiteboarding for a kiteboard school and shop in Pere Marquette Park at 1955 Beach Street (former old brown/brick beach house building by Filtration Plant). The negotiations entail “in-kind” services and/or donation to the Pere Marquette Park/facilities in lieu of the standard lease payment and/or a combination of both.

FINANCIAL IMPACT: Revenue of \$2,500 per year, similar to previous agreements, and/or a combination of \$ and “in-kind” services.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize staff to negotiate a three-year lease agreement.

Motion by Commissioner Turnquist, second by Vice Mayor Spataro to authorize staff to negotiate a three-year lease agreement with MACkiteboarding at Pere Marquette Park.

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

MOTION PASSES

H. Consideration of Bids for Janitorial Services Contract 2014-2017. ENGINEERING

SUMMARY OF REQUEST: Award the Janitorial Services Contract to Reliant Professional Cleaning Services out of Grand Haven. The contract would be to clean City Hall and DPW for the next three years, starting May 1, 2014, until April 30, 2017. Reliant was the lowest responsible bidder with a bid price of \$46,740 per year and \$140,220 total contract for three years.

FINANCIAL IMPACT: \$46,740 per year.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the three-year contract to Reliant Professional Cleaning.

Motion by Commissioner German, second by Vice Mayor Spataro to award the three-year contract to Reliant Professional Cleaning.

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

Nays: None

MOTION PASSES

M. LC Walker Arena Management/Operations Costs. CITY MANAGER

SUMMARY OF REQUEST: In response to a request from the city's contracted management firm for the LC Walker Arena, city staff has been working on a plan to identify temporary funding to offset high utility costs for the LC Walker Arena.

The facility was built as a hockey arena, but its high operation costs cannot be sustained by one main hockey tenant alone.

City staff is asking the Commission to approve a one-year agreement with the management company to provide assistance with utilities effective April 1 2014, and expiring March 31, 2015, with stipulations as follows:

1. An increase in the ticket surcharge equal to \$1.00 effective for the 2014-15 Lumberjacks hockey season, with the proceeds dedicated 50/50 to electricity and capital maintenance.
2. City to reimburse the management company 75% of the net utility costs each month, up to \$15,000 monthly.
3. Management Company to provide City with 20 tickets to each home game for the City to use to invite Muskegon youth to the hockey games. Inclusive of all surcharges, the City will be responsible for payment of \$3.00 for each ticket.
4. A plan to be presented to the City Commission prior to December 31, 2014 outlining the long-term viability of the LC Walker Arena, with a recommendation from staff related to the best long-term use of the facility.
5. The City reserves the right to terminate this agreement with 30 days notice.

FINANCIAL IMPACT: Up to \$45,000 for FY 13-14 and up to \$135,000 for FY 14-15.

BUDGET ACTION REQUIRED: None.

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

Motion by Vice Mayor Spataro, second by Commissioner Hood to approve the request and authorize the Mayor and Clerk to sign the subsequent agreement.

ROLL VOTE: Ayes: Spataro, German, Rinsema-Sybenga, Turnquist, Gawron, and Hood

Nays: Johnson

MOTION PASSES

N. 2014-15 City Commission Goals/Action Plan. CITY MANAGER

STAFF RECOMMENDATION: To adopt the action plan and direct the city staff to begin the process of sharing the plan with the public and prepare for implementation.

Motion by Commissioner German, second by Commissioner Hood to accept the 2014-15 City Commission Goals/Action Plan.

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

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 6:19 p.m.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

Date: April 22, 2014
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Request to Fly the Norwegian Flag

SUMMARY OF REQUEST: Sons of Norway are requesting permission to fly the Norwegian Flag at City Hall on Saturday, May 17th in honor of Norway's Constitution Day (Independence Day).

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.



Sons of Norway

Sognefjord Lodge No. 523



420 Harvey Street, Muskegon, Michigan 49442, (231) 777-1451

Muskegon City Council

I am requesting permission to have the Norwegian flag flown at city hall on Saturday, May 17. May 17 (Syttende Mai) is Norway's Constitution Day (Independence Day). This year is the 200th anniversary of Norway's Constitution Day.

The Sons of Norway will provide the flag on Thursday, May 15. We will pick the flag up on Monday, May 19.

If there are any questions you can contact me at 744-9101. If for some reason you can't reach me, please contact Gordon Gutowski, our President at 798-4888. Thank you very much.

Merle Hanson,
Sognefjord Lodge Vice President.

Date: April 22, 2014
To: Honorable Mayor and City Commissioners
From: Engineering
**RE: City – MDOT Agreement for:
Veteran Park Improvements**

SUMMARY OF REQUEST:

Approve the attached contract with MDOT for the pedestrian mobility improvements at the Veteran's memorial park at the Causeway between the northbound and southbound of M-120 and approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

The estimated total cost of this project is \$978,500 of which \$39,100 is the local share. As of April 2012, the three local agencies; Muskegon, N. Muskegon & Muskegon County had committed a total of \$36,000 with the veteran group committing to make up any shortfall.

BUDGET ACTION REQUIRED:

none at this time as this project was budgeted for.

STAFF RECOMMENDATION:

Approve the attached contract and resolution authorizing the mayor & clerk to sign both.

COMMITTEE RECOMMENDATION:

RESOLUTION _____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE PEDESTRIAN MOBILITY IMPROVEMENT WORK BETWEEN NORTHBOUND AND SOUTHBOUND OF M-120 (VETERAN PARK) INCLUDING SIDEWALKS, DECORATIVE LIGHTING TOGETHER WITH OTHER NECESSARY RELATED WORK ITEMS AND AUTHORIZATION FOR MAYOR STEPHEN J. GAWRON AND CITY CLERK, ANN CUMMINGS, TO EXECUTE SAID CONTRACT

Moved by _____ and supported by _____

Commissioner _____ that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **14-5155** between the Michigan Department of Transportation and the City of Muskegon for the **pedestrian mobility improvement work between northbound and southbound of M-120 (veteran park)** within the Cities of Muskegon & N. Muskegon is in the best interest of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **14-5155** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this _____ day of _____, 2014.

BY

Stephen J. Gawron, Mayor

ATTEST

Ann Cummings, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on _____, **2014**. 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

TAP

DA

Control Section	TAUL 61076
Job Number	118272
Project	TAP 1461(009)
Federal Item No.	RR 8730
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	14-5155

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 21, 2014, attached hereto and made a part hereof:

Pedestrian mobility improvement work between northbound Highway M-120 and southbound Highway M-120 at the Muskegon Veterans' Memorial Site; including sidewalk, decorative lighting, and landscaping work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; 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:

TRANSPORTATION ALTERNATIVES PROGRAM

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

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

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

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

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

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

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

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

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

- (1) Design or cause to be designed the plans for the PROJECT and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT shall not relieve the REQUESTING PARTY of its obligation hereunder.
- (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT. However, the DEPARTMENT may provide a competent inspector to protect the

trunkline interest and shall have the right to reject any or all portions of the work which are not executed pursuant to the plans and specifications.

- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

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 part by contributions by the Federal Government. Federal Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$784,000, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. REQUESTING PARTY Funds shall be applied to the eligible items of the PROJECT COST at a participation ratio equal to 4 percent up to an amount not to exceed \$45,000. The balance of the PROJECT COST, after deduction of Federal Funds and REQUESTING PARTY Funds, shall be paid by the DEPARTMENT.

- 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 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. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

On projects involving the mobility for bicyclists, the REQUESTING PARTY 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 facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other 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.

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.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and

federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

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

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

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

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

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

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

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the

DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY: _____
Administrator
Real Estate

3/31/14
Date

March 21, 2014

EXHIBIT I

CONTROL SECTION	TAUL 61076
JOB NUMBER	118272
PROJECT	TAP 1461(009)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$978,500
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$978,500
Less Federal Funds*	\$782,800
REQUESTING PARTY Funds**	<u>\$ 39,100</u>
BALANCE (DEPARTMENT'S SHARE)	\$156,600

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

**REQUESTING PARTY Funds shall be applied to the eligible items of the PROJECT COST at a participation ratio equal to 4 percent up to an amount not to exceed \$45,000.

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 ten percent (10%) 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, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

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

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

The agency shall submit two copies of:

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

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

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

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
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 Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 will 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 ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any 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; treatment; 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 shall, 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 its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall 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 itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State 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, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan 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 Michigan 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 Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment 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 contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the 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 facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it 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 Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material 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 Department or the USDOT 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 from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

Date: April 10th, 2014
To: Honorable Mayor and City Commissioners
From: Director of Public Safety Jeffrey Lewis
RE: Amendment to Chapter 30 “Fire Prevention & Protection”, Article IV “Recreational Fires”.

SUMMARY OF REQUEST:

The Director of Public Safety requests that the City Commission review and authorize the proposed amendments to *Chapter 30, Article IV of the Recreational Fire Ordinance, Section(s) 30-220, 221, 222, 223*, of the City of Muskegon “*Fire Prevention and Protection*” Ordinance.

The Muskegon Fire Department has reviewed and proposed changes in our *recreational fire ordinance* to better serve the community at large and address illegal burning issues in our city in which fire/police must respond to in order to maintain general public safety.

The amendments are to address; size of the fire pit, materials that are allowed in the fire pit, use manufactured portable burning stand. The prohibition of steel “*burn barrels*”, commonly used for burning trash and yard waste, and examples of items that cannot be burned without violating the amended ordinance (*see attachment for full details*).

FINANCIAL IMPACT:

N/A

BUDGET ACTION REQUIRED:

N/A

STAFF RECOMMENDATION:

Staff recommends approving amendments to said existing ordinance

**City of Muskegon
Muskegon County, Michigan
Ordinance Amendment No. _____**

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 30 “Fire Prevention and Protection,” Article IV “Recreational Fires,” of the Code of Ordinances of the City of Muskegon is amended as follows:

Sec. 30-220. Guidelines.

All persons making recreational fires or engaged in open burning within the city limits shall abide by the following:

1. Only natural cut wood no longer than 24 inches in length may be burned.
2. The following shall not be burned: leaves, brush, pine needles, processed lumber, varnished or painted materials, pallets, sawdust, wiring, furniture, carpeting, or grass.
3. No burning of materials in a barrel (also known as “barrel burning”) is allowed.
4. Fires must be in a pit no wider than 36 inches in diameter and it is recommended that it have brick or concrete block on the outside or the ring. A specially made above ground stand, also known as portable outdoor fireplace, may be used.
5. The fire shall be attended to at all times and extinguished completely when left unattended.
6. Maintain a minimum of 25 feet between the fire and any combustible surface or material, including but not limited to houses, fencing, trailers, and vehicles.
7. A compatibly-sized means of extinguishment must be available at all times, e.g., a garden hose connected to the house that reaches the edge of the fire.
8. Use extreme caution when weather conditions result in lack of rain for more than a week and/or high temperatures result in dry conditions.
9. Be observant to wind direction and smoke travel into neighboring homes. Extinguish fire if smoke is traveling into a neighboring home.

Section 30-221. Extinguishment Order

The city fire department or police department may order the extinguishment of a recreational fire or open burning for the following reasons:

1. High winds
2. Burning prohibited materials.
3. Citizen complaint (including health concerns from smoke).
4. Unattended fire.
5. Potential safety concerns as determined by the city fire or police department.

Section 30-222. Refusal to comply with extinguishment order

If a person refuses to comply with an order issued by the fire and/or police department to extinguish a fire, the fire will be extinguished by the fire department.

Section 30-223. Civil Infraction

The fire and/or police department may issue a civil citation to the person(s) refusing to comply with the order to extinguish or for failure to comply with an of the guidelines in Section 30-221.

This ordinance adopted:

Ayes: _____
Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By _____
Ann Cummings, MMC
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the _____ day of _____, 2014, 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: _____, 2014

Ann Cummings, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2014, the City Commission of the City of Muskegon adopted an amendment to Chapter 30 "Fire Prevention and Protection," Article IV "Recreational Fires," whereby the following changes were made:

Section 30-220. Guidelines were amended to include all open burning, in addition to "recreational fires."

- (1) Now specifies that any natural cut wood burned can not be longer than 24 inches in length and to prohibit burning small brush.
- (2) Now specifies the additional examples of items prohibited from burning such as brush, pine needles, processed lumber, varnished or painted materials, wiring, furniture, carpeting and grass.
- (3) Now prohibits "barrel burning."
- (4) Now requires all fires to be in a pit no wider than 36 inches in diameter and recommends a brick or concrete block around the ring. Portable outdoor fireplaces are also allowed.
- (5) Now requires that fires be completely extinguished if left unattended.
- (6) Now gives the examples of houses, fencing, trailers and vehicles as combustible surfaces or materials that a fire must be 25 feet from.
- (7) Now offers a garden hose attached to the house that reaches the edge of the fire as an acceptable means of extinguishment to have available.
- (8) Not amended.
- (9) Requires that persons be observant to wind direction and to extinguish fires causing smoke to travel into neighboring homes.

Section 30-221 Extinguishment Order was amended to allow for the police department, as well fire department personnel to issue order to extinguish non-compliant fires and to allow the fire department to extinguish them if the person burning it refuses.

Section 30-222 Civil Infraction was amended to allow police or fire department personnel to issue a civil citation for refusal to comply with an extinguishment order or any other failure to comply with the guidelines of Section 30-220.

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 (10) days from the date of this publication.

CITY OF MUSKEGON

Published: _____, 2014 By: _____
Ann Cummings, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

MEMO

Date: April 22, 2014

To: Honorable Mayor & City Commission

From: Affirmative Action & Risk Management

RE: DBE/MBE/WBE PROCUREMENT POLICY FOR FEDERALLY CONTRACTED PROGRAMS AND COLLABORATIONS



SUMMARY OF REQUEST:

The Contract and Procurement Policy for Federally Contracted Programs and Collaborations has been developed to include the "Fair Share Goals" language to meet the "Good Faith Effort" requirements of our federally contracted funds. The "Fair Share Goals" are specific to the Environmental Protection Agency (EPA) contracts, and "Good Faith Efforts" are standard to our other federally contracted funds.

The steps for "Good Faith Efforts" will allow the city to achieve compliance in all of our federal contracts and ensure that Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBEs) are actively solicited for participation in the bid process for contracting and procurement of supplies, construction, equipment and services under all federal contracts and collaborations.

The Policy will be placed in all contracts and collaborations that include federal funds.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION:

Approval of the City of Muskegon DBE/MBE/WBE Procurement Policy for Federally Contracted Programs and Collaborations, and authorize the Mayor and Clerk to sign.



CITY OF MUSKEGON

DBE/MBE/WBE PROCUREMENT POLICY

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
MINORITY BUSINESS ENTERPRISE (MBE)
WOMAN BUSINESS ENTERPRISE (WBE)

POLICY STATEMENT

It is the policy of the City of Muskegon to assure that small disadvantaged business enterprises (DBE), minority business enterprises (MBE), and woman-owned business enterprises (WBE) are given the opportunity to participate in contracting and procurement for supplies, construction, equipment and services under federal contracts and collaborations.

This policy applies to all contracts/procurement for supplies, construction equipment and services under any federally contracted grant or cooperative agreement. The purpose is to ensure nondiscrimination in the solicitation, either by competitive bidding or negotiation, and award and administration of federally assisted contracts and collaborations.

Entities contracting or sub-contracting with the City of Muskegon shall comply with regulations relative to nondiscrimination in Federally-assisted programs as amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

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

STATEMENT OF NON-DISCRIMINATION

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of supplies, construction, equipment and services.

FAIR SHARE GOALS

All methods of solicitation shall include the following language to meet "Good Faith Effort" requirements as stated in the general provisions of EPA's 40 CFR 33 of the Federal Regulation:

This contract is subject to the Environmental Protection Agency's (EPA) "fair share policy," which includes EPA-approved "fair share goals" for Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) firms in the Construction, Supplies, Equipment, and Services procurement categories. EPA's policy requires that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts and procurements to Minority Business Enterprise and Women-Owned Business Enterprise firms. Although EPA's policy does not mandate that the fair share goals be achieved, it does require applicants and prime contractors to demonstrate use of the six affirmative steps, and adhere to the current fair share goals for the State of Michigan.

GOOD FAITH EFFORTS

(1) The City of Muskegon shall ensure DBE/MBE/WBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities by maintaining a solicitation list of DBE/MBE/WBE businesses and notifying them whenever they are potential sources.

- (a) Maintain and update a listing of qualified DBE/MBE/WBEs that can be solicited for construction, equipment, services and/or supplies on the City of Muskegon website.
- (b) Provide listings to all interested parties who request copies of the bidding or proposing documents.
- (c) Contact appropriate sources within our geographic area to identify DBE/MBE/WBEs for placement on our business listings.
- (d) Utilize other DBE/MBE/WBE listings such as those of the States Minority Business Office, the Small Business Administration, Minority Business Development Agency (MBDA) of the Department of Commerce, EPA OSDBU, DOJ, HUD, DOT and Department of Homeland Security.
- (e) Solicitation lists are available for review at all times via the city website.

(2) The City of Muskegon shall make information of forthcoming opportunities available to DBE/MBE/WBEs and arrange time for viewing of contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by DBEs, MBEs, and WBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days(federal projects) and 10 calendar days(local projects), before the bid or proposal closing date.

- (a) Develop realistic delivery schedules which may provide for greater DBE/MBE/WBE participation.
- (b) Advertise through the minority media in order to facilitate DBE/MBE/WBE utilization. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.
- (c) Advertise in general circulation publications, trade publications, State agency publications and minority and women's business focused media concerning contracting opportunities on our projects. Maintain a list of minority and/or women's business-focused publications that may be utilized to solicit DBE/MBE/WBEs.

(3) The City of Muskegon will consider in the contracting process whether firms competing for large contracts could subcontract with DBE/MBE/WBEs. The City of Muskegon will divide total requirements when economically feasible and practical into smaller tasks or quantities in order to increase opportunities for participation by DBE/MBE/WBEs in the competitive process.

- (a) Perform an analysis to identify portions of work that can be divided and performed by qualified DBE/MBE/WBEs.
- (b) Scrutinize the elements of the total project to develop economical units of work that are within the bonding range of DBE/MBE/WBEs.
- (c) Conduct meetings, conferences, and follow-ups with DBE/MBE/WBE associations and minority media to inform these groups of opportunities to provide construction, equipment, services and supplies.

(4) The City of Muskegon will consider and encourage contracting with a consortium of DBE/MBE/WBEs when a contract is too large for one of these firms to handle individually.

- (a) Notify DBE/MBE/WBEs of future procurement opportunities so they may establish bidding solicitations and procurement plans.
- (b) Provide DBE/MBE/WBEs trade organizations with succinct summaries of solicitations.
- (c) Provide interested DBE/MBE/WBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.

(5) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA).

- (a) Use the services of outreach programs sponsored by the MBDA and/or the SBA to recruit bona fide firms for placement on DBE/MBE/WBE bidders lists to assist these firms in the development of bid packaging.
- (b) Seek out Minority Business Development Centers (MBDCs) to assist recipients and prime contractors in identifying DBE/MBE/WBEs for potential work opportunities on projects

(6) If the prime contractor awards subcontractors, the prime contractor is required to take the steps in subparagraphs (1)-(5) of this section.

DOCUMENTATION/REPORTING

The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the appropriate federal agency 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 appropriate State or Federal Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

NON – COMPLIANCE

Contractors, sub-contractors, and other associated entities failing to comply with the federal regulations legally required under contracts associated with Environmental Protection Agency (EPA), Housing and Urban Development (HUD), Department of Justice (DOJ), Department Of Transportation (DOT), or Department of Homeland Security (DHS) that have been granted to the City of Muskegon, may result in delayed closings, withholding the release of funds, or commitment cancellation.

Stephen Gawron
Mayor

Ann Marie Cummings
City of Muskegon Municipal Clerk

Date: April 22, 2014
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Fireworks Display Permit for Muskegon Country Club

SUMMARY OF REQUEST: Melrose Pyrotechnics, Inc. is requesting approval of a fireworks display permit for July 4, 2014, at the Muskegon Country Club, 2801 Lakeshore Drive. Fire Marshall Metcalf will inspect the fireworks on the day of the event.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

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

APPLICATION FOR FIREWORKS DISPLAY PERMIT
Michigan Department of Energy, Labor, & Economic Growth
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

2014

Authority: 1988 PA 358	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
Compliance: Voluntary	
Penalty: Permit will not be issued	

☒ PUBLIC DISPLAY		☐ AGRICULTURAL PEST CONTROL		Date of Application <i>03/26/14</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>9019 W. BELDING RD. SUITE 3, 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>44</i>
No. Years Experience No. Displays <i>17 YEARS 260+</i>		Where <i>MICHIGAN, ILLINOIS, INDIANA</i>		
Name of Assistant: <i>MARIANNE NICKEL</i>		Address <i>P.O. BOX 123, BELDING, MI 48809</i>		Age <i>57</i>
Name of Other Assistant: <i>LORI NICKEL</i>		Address <i>P.O. BOX 123, BELDING, MI 48809</i>		Age <i>36</i>
Exact Location of Proposed Display <i>Muskegon Country Club Grounds</i>				
Date of Proposed Display <i>July 4, 2014</i>		Time of Proposed Display <i>Dusk</i>		
No. Of Fireworks	Kind of Fireworks to be Displayed			
<i>Approximately 700</i>	<i>Aerial display shells ranging in size from 1 1/4 inches to 4 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>[Signature]</i> <i>For Melrose Pyrotechnics, Inc.</i>		

SEE OTHER SIDE FOR INSTRUCTIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	INSURER A: Everest Indemnity Insurance Co.	NAIC # 10851
	INSURER B: Everest National Insurance Company	10120
	INSURER C: Travelers Indemnity Co	25658
	INSURER D: Maxum Indemnity Company	26743
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 759610240

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SI8ML00042-141	1/15/2014	1/15/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC ☐
X	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE ☒ OCCUR						
B	AUTOMOBILE LIABILITY			SI8CA00025-141	1/15/2014	1/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ X ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☒ NON-OWNED AUTOS
D	UMBRELLA LIAB ☒ EXCESS LIAB ☐	X		EXC6017975	1/15/2014	1/15/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 DED ☐ RETENTION \$ ☐
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0323N491 (MI)	4/1/2014	4/1/2015	X WC STATUTORY 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DISPLAY DATE: July 4, 2014

LOCATION: Muskegon Country Club, Muskegon, Michigan

ADDITIONAL INSURED: Muskegon Country Club; City of Muskegon, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof

CERTIFICATE HOLDER

CANCELLATION

City of Muskegon
933 Terrace Street
Muskegon MI 49440

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FIREWORKS DISPLAY PERMIT
Michigan Department of Energy, Labor, & Economic Growth
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

2014

Authority: 1988 PA 358	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
Compliance: Voluntary	
Penalty: Permit will not be issued	

This permit is not transferable. It authorizes the resident wholesale dealer or jobber named below to have in his or her possession fireworks of any type, for sale only to holders of permits for public display or agriculture control.

☒ PUBLIC DISPLAY

☐ AGRICULTURAL PEST CONTROL

Issued To <u>MELROSE PYROTECHNICS, INC.</u>		Age (18 or over)
Address <u>9019 W. BELDING RD. SUITE 3, BELDING, MI 48809</u>		
Name of Organization, Group, Firm, or Corporation <u>Muskegon Country Club</u>		
Address <u>2801 Lakeshore Drive, Muskegon, Michigan 49441</u>		
Number and Types of Fireworks <u>Approximately 700 aerial display shells ranging in size from 1 1/4 inches to 4 inches in diameter.</u>		
Exact Location of Display <u>2801 Lakeshore Drive</u>		
City, Village, Township <u>Muskegon</u>		Date <u>July 4, 2014</u>
Bond or Insurance Filed? ☒ Yes ☐ No		Time <u>Dusk</u>
		Amount <u>\$5,000,000.00</u>

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

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

on the _____ day of _____, _____

(Signature and Title of Council/Commission/Board Representative)

Date: April 22, 2014
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
**RE: Fireworks Display Permit for 4th of July
Celebration at Heritage Landing.**

SUMMARY OF REQUEST: Night Magic is requesting approval of a fireworks display permit for July 4th at Heritage Landing. Fire Marshall Metcalf has reviewed the request and recommends approval contingent on inspection of the fireworks.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

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

APPLICATION

FOR FIREWORKS DISPLAY PERMIT

Act 358, P.A. 1968

DATE OF APPLICATION

4/8/14

1. TYPE OF DISPLAY:



Public Display



Agricultural Pest Control

2. APPLICANT

NAME OF PERSON

Brian Werschem

ADDRESS

3436 Whispering Woods Dr 49444

AGE: Must be 21 or over

44

IF A CORPORATION: Name of President

ADDRESS

3. PYROTECHNIC OPERATOR

NAME

Night Magic

ADDRESS

P.O. Box 294 Kingsbury IN 46341

AGE: Must be 21 or over

62

EXPERIENCE:

NUMBER OF YEARS

35

NUMBER OF DISPLAYS

1000 +

WHERE

Lansing, Holland, Fruitport, Saugatuck, Worldwide

Dick Wilson

NAMES OF ASSISTANTS:

NAME

To Be Determined

ADDRESS

AGE

NAME

To Be Determined

ADDRESS

AGE

4. NON-RESIDENT APPLICANT

NAME

ADDRESS

Name of Michigan Attorney or Resident Agent

ADDRESS

TELEPHONE NUMBER

5. EXACT LOCATION OF PROPOSED DISPLAY

DATE

Heritage Landing - Secure & Launch From The Point

TIME

10:20 PM

6. NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED

570 Pieces 3"-6" Display Shells

4 Cakes

MANNER & PLACE OF STORAGE PRIOR TO DISPLAY

The Fireworks are shipped in same day and immediately Setup - No Storage

(Subject to Approval of Local Fire Authorities)

7. FINANCIAL RESPONSIBILITY

A. AMOUNT OF BOND OR INSURANCE

(to be set by municipality)

\$ 5,000,000

B. BONDING CORPORATION OF INSURANCE COMPANY: NAME

ADDRESS

A.J. Gallagher & Associates

777 108th Ave, Suite 200, Bellevue, WA 98004

Commission Meeting Date: April 22, 2014

Date: April 15, 2014

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Department

RE: Public Hearing for 2014 – 2015 Action Plan

SUMMARY OF REQUEST: To conduct a public hearing of the 2014 – 2015 Action Plan for public comments.

FINANCIAL IMPACT: Action Plan establishes the 2014-2015 Community Development Block Grant and HOME budgets.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To receive comments about the proposed 2014 – 2015 Action Plan at the public Commission meeting.

COMMISSION MEETING: 4/22/2014

DATE: 03/31/2014

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 #: EN130206

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 **1974 DOWD 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: # EN130206 - 1974 DOWD ST

Location and ownership: This structure is located on Dowd St. between Windsor and Young and is owned by WEXSTAFF JAMES E/TRICIA A.

Staff Correspondence: A dangerous building inspection was conducted on 9/03/2013. The Notice and Order to Repair was issued on 11/01/2013. On 12/5/2013 the HBA declared the structure substandard and dangerous.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$ 16,300

Estimated cost to repair: \$ 40,500

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

Additional Information (History):

Owner Contact: The owner has made no contact with the City or SAFEbuilt.

Owner Mailings: N&O - signed-James Wexstaff

HBA Meeting - Returned Unclaimed

HBA Determination - Justin Wexstaff

Ocwen Loan Services Mailings:N&O - signed - Earl Hill

HBA Meeting - Earl Hill

HBA Determination - Earl Hill

Permits obtained: The only permit obtained for this property was PE070389 to upgrade the electrical service to 100 amp service due to power surge. This had been obtained 7/31/2007 & finalized 8/2/2007.

**AFTER CONCURRENCE OF THE CITY COMMISSION THE
INTERESTED PARTIES MAY:**

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



Front of home.



Foundation



Roof-North side of home.



Roof-South side of home.

CITY OF MUSKEGON
CODE COMPLIANCE DEPARTMENT
933 TERRACE ST STE 202
MUSKEGON, MI 49440
(231) 724-6766 (Office)
(231) 724-6790 (Fax)

DANGEROUS BUILDING REPORT

1974 DOWD ST
09/03/2013

Exterior Inspection noted:

- 1) Deteriorated/Missing Roof/Shingles/Eaves – Needs new roof.
- 2) Foundation is missing in many areas.
- 3) Foundation has large cracks
- 4) Holes in Siding
- 5) Trash all over.
- 6) Need interior inspection.



Building Department Services

11/19/2013

WEXSTAFF JAMES E/TRICIA A
639 S DANGL ROAD
MUSKEGON, MI 49442

RE: 1974 DOWD ST DANGEROUS BUILDING INTERIOR INSPECTION

The SAFEbuilt Building Dept. conducted an interior inspection at 1974 DOWD ST to determine what was needed to bring the building up to code and be able to issue a certificate of occupancy.

Below are the inspection results:

1. All work must be done by a licensed contractor
2. Needs hangers on the carport rafters
3. Needs a new roof
4. Must fix roof rafters
5. Needs insulation to code
6. Needs new drywall
7. House is filled with mold
8. Floor is sagging must fix
9. House is filled with debris
10. House has asbestos siding
11. Must install a vapor barrier in the crawl space and insulate and vent
12. Must fix the damaged foundation
13. House to be rewired to code
14. House to have smoke alarms to code
15. Electric service to meet code
16. Pressure test gas line
17. Inspect and certify HVAC, water heater, chimney
18. Clean ductwork
19. Establish kitchen and bath plumbing to 2009 MDC
20. Inspect and certify all house plumbing when water is established, water distribution plus drain plus vent
21. Provide vacuum breakers for hose spigot

Please contact us if you have any questions and/or concerns. Please note that some or all of the above items will need to have permits taken out before the repairs can be made. I have attached blank permit applications for your convenience.

Thank you.

Kirk Briggs
Building Official

COMMISSION DATE: 4/22/2014

DATE: 03/31/2014

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 #: EN130251

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 **1522 CLINTON ST (GARAGE ONLY)** 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: # EN130251 - 1522 CLINTON ST (GARAGE ONLY)

Location and ownership: This structure is located on Clinton St. between E Grand and E. Southern Ave. and is owned by GURWITZ ALAN M.

Staff Correspondence: A dangerous building inspection was conducted on 9/3/2011 & 9/18/2013. The Notice and Order to Repair was issued on 11/1/2013. On 12/5/2013 the HBA declared the structure substandard and dangerous. On 2/4/2014 the HDC concurred with the HBA declaring the structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$ 16,900

Estimated cost to repair: \$ 4,410 (garage only)

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

Additional Information (History):

Owner Contact: The owner has had no contact with staff regarding this case.

Owner Mailings: SAFEbuilt letter - returned unsigned

N&O letter - returned unsigned

HBA Meeting Letter - returned unsigned

HBA Determination - returned unsigned

HDC Meeting - returned unsigned

HDC Determination - returned unsigned

Fifth Third Bank: A representative stated they have no interest in saving the garage.

Permits obtained: 9B1200059 – Reroof dwelling over one layer. Issued 2/27/2012 and finalized 4/1/2013.



Garage roof.



Garage door.



Blue garage only. This is off the alley.

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

CITY OF MUSKEGON
CODE COMPLIANCE DEPARTMENT
933 TERRACE ST STE 202
MUSKEGON, MI 49440
(231) 724-6766 (Office)
(231) 724-6790 (Fax)

DANGEROUS BUILDING REPORT

1522 CLINTON ST (Garage Only)
9/03/2011 & 9/18/2013

Inspection noted:

1. Garage roof is completely deteriorated.
2. Garage has broken windows
3. Garage window glazing is missing
4. Garage siding has holes in it
5. Garage siding is rotted
6. Garage has peeling paint that needs to be scraped and needs to be protected from the weather by properly applied water-resistant paint or waterproof finish
7. Garage roof is close to collapse
8. Garage service door is unsecured
9. Remove the overgrowth from the north side of the structure
10. Permits are required for the repairs or demolition of the structure. Please contact SAFEBuilt to obtain either these permits (231) 724-6715.

John Schultz, Code Compliance Inspector

BASED UPON A RECENT INSPECTION OF THE ABOVE PROPERTY, IT HAS BEEN 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.

COMMISSION DATE: 4/22/2014

DATE: 03/31/2014

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 #: EN130209

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 **1265 HOLT 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: # EN130209 - 1265 HOLT ST

Location and ownership: This structure is located on Holt St. between Hill and Evanston and is owned by CARSON CARLOS/ROBAR ANDREA.

Staff Correspondence: A dangerous building inspection was conducted on 5/15/2013. The Notice and Order to Repair was issued on 9/12/2013. On 3/6/2014 the HBA declared the structure substandard and dangerous.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$ 3,500

Estimated cost to repair: \$ 33,000

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

Additional Information (History):

Owner Contact: No contact with staff regarding the dangerous building

Owner Mailings: 9/12/2013 = N&O = Card signed - Beneta Ezell

2/18/2014 = HBA Meeting = card not signed & returned

3/14/2014 = HBA Determination - card signed by Beneta Ezell

County Treasurer Notifications: 9/13/2013 - N&O = Card signed by Tony M.

2/18/2014 - HBA Meeting - card signed by Colleen Mars

3/14/2014 - HBA Determination - Card signed by Colleen Mars

Permits obtained: PB130770 – Windows, Drywall, Front flooring, Front porch repair. – Stipulations: need print for porch repair

2/17/14 - no print ever received & he never came in to pick-up electrical permit (in hold file) dj

2/19/14 – Kirk, Building Official for SAFEbuilt noted that no work was being done on the house & had given this to staff to proceed with DB.



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

CITY OF MUSKEGON/SAFEbuilt
933 Terrace St. Ste 204, P.O. Box 536, Muskegon, MI 49443

FIRE INSPECTION REPORT
05/20/2013

Owner CARSON CARLOS/ROBAR ANDREA
1832 WOOD
MUSKEGON, MI 49442

Property Address 1265 HOLT ST **Parcel #** 24-205-087-0001-10

Inspector: KIRK BRIGGS, KEN MURAR, AND JIM HOPPUS

Date completed: 05/15/2013

DEFICIENCIES:

- REPLACE WINDOWS
- REPLACE DRYWALL
- REPLACE FRONT DOOR
- REPLACE FLOORING
- NEED PERMIT FOR WORK AND THE OLD WORK THAT WAS DONE ON THE PORCH ROOF
- HOUSE TO BE REWIRED TO CODE
- ELECTRIC SERVICE TO BE REPLACED TO CODE
- SMOKE ALARMS TO BE INSTALLED TO CODE
- PRESSURE TEST GAS LINE
- INSPECT AND CERTIFY FURNACE, WATER HEATER, AND CHIMNEYS
- INSPECT AND CERTIFY ALL HOUSE PLUMBING
- CLEAN DUCTWORK

, Building Inspector

Date

COMMISSION DATE: 4/22/2014

DATE: 03/31/2014

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 #: EN130222

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 **912 E ISABELLA 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: # EN130222 - 912 E ISABELLA AVE

Location and ownership: This structure is located on E. Isabella Ave. between Eastgate and Madison Ave. and is owned by CRAWFORD JAMES.

Staff Correspondence: A dangerous building inspection was conducted on 1/6/2012. The Notice and Order to Repair was issued on 1/17/2014. On 3/6/2014 the HBA declared the structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$ 19,100

Estimated cost to repair: \$ 21,000

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

Additional Information (History):

Owner Contact: On 9/20/2013 Robin Crawford had called SAFEbuilt stating that she would call and set up an inspection the following week when she gets her work schedule. Debi, SAFEbuilt, had updated her phone and mailing address.

Certified mailings:

James Crawford:

9/20/2013 = SB Letter = Letter Returned

11/19/2013 = N&O = Letter Returned

2/18/2014 = HBA Meeting = Letter Returned

3/23/2014 - HBA Determination - Letter Returned

Robin Crawford:

11/19/2013 = N&O = Letter Returned

2/18/2014 = HBA Meeting = Letter Returned

3/23/2014 - HBA Determination - Letter returned

Huntington Natonal Bank:

2/18/2014 = HBA Meeting = Card signed

3/13/2014 - HBA Determination - Renee Mix

Permits obtained: None.



Front



Rear

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

CITY OF MUSKEGON
933 Terrace St, P.O. Box 536, Muskegon, MI49440

CODE VIOLATION INSPECTION

Property Located at: 912 E ISABELLA AVE 24-250-000-0157-00

Inspection Completed: 01/06/2012

Property Owner:
CRAWFORD JAMES
912 E ISABELLA AVE
MUSKEGON, MI49442

Violations Noted:

Structural Damage Open Roof System.

**1. All repairs made due to tree damage and open roof structure must meet Michigan Residential code 2009, energy code and lead based paint renovations. This includes any electrical, plumbing and mechanical repairs.
Some repairs could require complete upgrades to MRC 2009 code.**

Henry Faltinowski, Building Inspector

COMMISSION DATE: 4/22/2014

DATE: 03/31/2014

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 #: EN130296

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 **1141 JEFFERSON 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: # EN130296 - 1141 JEFFERSON ST

Location and ownership: This structure is located on Jefferson St. between Monroe and Houston and is owned by NC ASSETS INC.

Staff Correspondence: A dangerous building inspection was conducted on 2/18/2013 & 4/19/2013. The Notice and Order to Repair was issued on 1/17/2014. On 3/6/2014 the HBA declared the structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$ 14,300

Estimated cost to repair: \$ 26,000 (exterior only)

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

Additional Information (History):

Owner Contact: None.

Owner Mailings: 1/17/2014 = N&O = Card signed by Sherri Brown

2/18/2014 = HBA Meeting Notice = Card signed-unable to read signature

3/14/2014 = HBA Determination Letter = Card signed-unable to read

Permits obtained: None regarding the Dangerous Building.



Foundation and exposed wood.



Hole in roofing/eave area.



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

CITY OF MUSKEGON
CODE COMPLIANCE DEPARTMENT
933 TERRACE ST STE 202
MUSKEGON, MI 49440
(231) 724-6766 (Office)
(231) 724-6790 (Fax)

DANGEROUS BUILDING REPORT

1141 JEFFERSON ST
2/18/2013 & 4/19/2013

Inspection noted:

1. Foundation missing or broken
2. Peeling paint & is not protected from the weather by a properly applied water resistant paint or finish.
3. Steps are not made of proper materials – concrete steps are deteriorated & boards are loose on porch floor.
4. Rotted wood trim, siding, etc. – This is not protected from the weather by a properly applied water resistant paint or finish.
5. Shingles missing-some of the roofing was done without a permit and is not to code.
6. Rotted eaves
7. Broken/boarded windows
8. Holes in wood siding, eaves, etc.
9. West rear light fixture globe is broken or missing.
10. Rear door – not protected from the weather by properly applied water-resistant paint or water proof finish.
11. Screens – all operable window(s) does/do not have a screen must cover the complete bottom sash.
12. Has unguarded side more than 30 inches high from ground or floor, need 36 inch guardrail with balusters no further than 4 inches. A valid permit is required from SAFEbuilt located in City Hall (231) 724-6715.
13. Must install handrails with balusters to code with a permit required by SAFEbuilt.
14. Southside storm door is damaged and is missing the screen or glass and will not latch.
15. Roofing is now blowing off & this will require a permit to repair.
16. This structure is in very poor condition.

BASED UPON A RECENT INSPECTION OF THE ABOVE PROPERTY, IT HAS BEEN 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.

CITY COMMISSION MEETING DATE
April 22, 2014

Date: April 8, 2014

To: Honorable Mayor and City Commissioners

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

Re: Special Event Request – Muskegon Bike Time 2014

SUMMARY OF REQUEST: Muskegon Bike Time has filed a special event application for the annual Bike Time festival in downtown Muskegon to be held on July 17, 18, 19, and 20, 2014. Portions of their request require City Commission approval. See attached sheet for details on those requests (waiver of equipment rental fees, use of Bike Time's own labor pool when possible, and variation from street closure times allowed per the special event policy).

FINANCIAL IMPACT: Request that equipment rental fees be waived.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: As in past years, it is recommended that staff be allowed to make the final decision regarding rental fees and actual costs to be coordinated through the City Manager. In addition, staff recommends that if Bike Time picks up items such as picnic tables, bleachers, and trash cans for distribution at the proper locations, there will be no equipment rental charge to Bike Time. This must first be approved by and coordinated through City staff. It is also recommended that City staff review staffing levels for City personnel with the Bike Time staff, with the City making the final decision on the number of City staff needed for the event.

Regarding street closures, staff recommends approval with the condition that Bike Time notify affected downtown businesses of the dates and times of street closures and the date and time that No Parking restrictions go into effect on those streets.

COMMITTEE RECOMMENDATION: N/A

Requests requiring Commission approval

► **Equipment rental fees and labor costs –**

Bike Time has requested the waiver of some City equipment rental fees. They have also requested to use their own labor pool rather than City employees whenever possible. (see staff recommendation on page 1)

► **Street closures –** The Special Event Policy allows street closures to begin at 6:00 p.m. the day before the event. Bike Time requests the following deviations from that policy, since some of their tents are very large and take additional time to set up, and due to the large number of tents/booths/equipment they have:

- Bike Time requests to close Fifth St. from Western Ave. to the alley between Western & Clay (approx. ½ block) on Wednesday morning, July 16, at 8:00 a.m. in order to place a large tent in the parking lot at 4th & Western (the lot entrance is off 5th St.)
- Bike Time requests permission to close Western Avenue and the side streets at midnight on Wednesday, July 16*, so set-up can begin first thing Thursday morning. The affected streets are shown on the attached map.

*In order to minimize disruption to downtown businesses, Bike Time will keep Western Avenue open on Thursday for limited business traffic, as in previous years. They will also leave the alley open off the side streets south of Western Avenue.

Parking Information –

No Parking signs will be put up on Wednesday, prohibiting parking after midnight on Western Avenue (midnight on Wednesday night/Thursday morning). The Police Department will not ticket vehicles parked on Western Ave. that are there for the businesses that stay open past midnight on Wednesday (Mike's Inn, Club Envy, Racquets, etc).

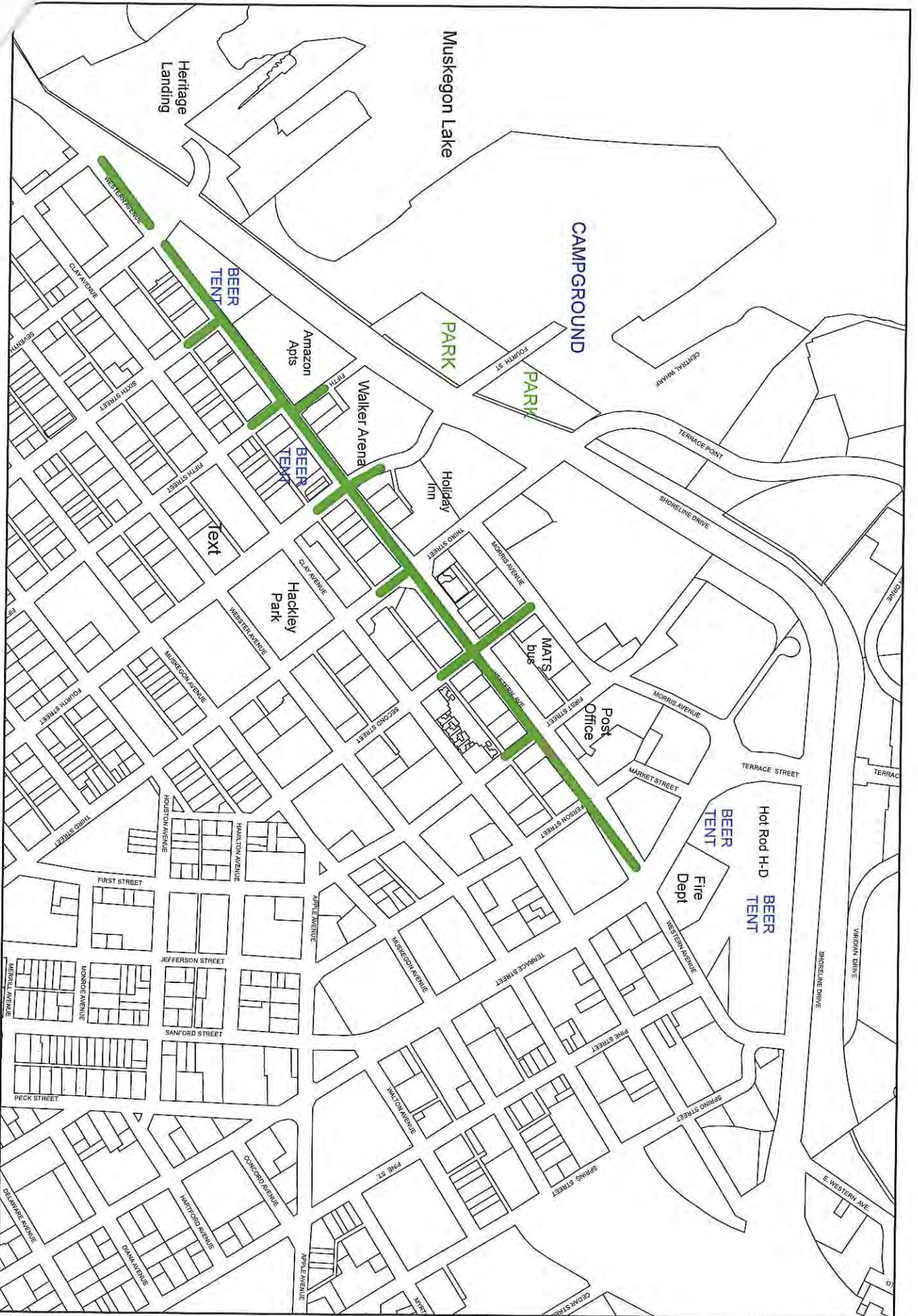
Bike Time will send letters to all homes/businesses on the affected streets, notifying them of the street closure dates/times, and also when the No Parking signs will go up.

Changes to Bike Time for 2014 ("FYI"):

Beer tents will go back to an 11:00 p.m. closing time, rather than requesting to stay open until midnight as they did last year. Sunday hours will be noon to 4:00 p.m. (closing 2 hours earlier on Sunday than in previous years).

Camping at the Mart Dock – Bike Time has requested to allow camping on the Mart Dock property, which has been done before. It would be contingent upon Mart Dock and County Health Department approvals.

2014 BIKE TIME STREET CLOSURE REQUEST
& BEER TENT LOCATIONS



Date: April 22, 2014
To: Honorable Mayor and City Commissioners
From: City Clerk's Office
RE: Mobile Food Vending Ordinance

SUMMARY OF REQUEST: In consultation with Downtown Muskegon Now, staff has developed a Mobile Food Vending Ordinance for consideration. The proposed monthly fee is \$300. Those established brick and mortar businesses located in the City of Muskegon selling their own goods through the mobile food vending ordinance may pay a monthly fee of \$150. Brick and mortar restaurants located in the targeted DDA area will be charged a monthly fee of \$50.

Mobile food vehicles shall not be left unattended and cannot be parked between the hours of 3 a.m. and 6 a.m. They shall not operate within 1,000 feet of any City approved special event or leased park. Vendors wishing to sell at the Farmer's Market must obtain permission through management of the Farmer's Market.

Mobile food vehicles shall not be parked within 150 feet of an existing brick and mortar restaurant during the hours when such restaurant is open to the public for business unless permission has been obtained from the restaurant.

Applications will be considered for the following areas: Sherman Blvd, Henry Street, Apple Avenue, Laketon Avenue, Getty Street as well as within the area of the Downtown District Authority, and industrial parks.

Comments from the downtown businesses are attached as well as mapping indicating the distance of 150 feet, 200 feet, 250 feet, and 300 feet parameters around existing brick and mortar businesses.

The proposed ordinance is attached.

FINANCIAL IMPACT: None.

STAFF RECOMMENDATION: Adopt the ordinance as presented as well as the attached resolution stating the areas that a Mobile Food Vending vehicle/trailer/cart may operate.

City of Muskegon

Resolution

Mobile Food Vending

WHEREAS; Chapter 50-304(a) of the Mobile Food Vending Ordinance states the City Commission shall identify by resolution those streets and public areas where parking by mobile food vehicles is permitted;

NOW THEREFORE BE IT RESOLVED, Applications for Mobile Food Vending will be considered in the following areas: Sherman Blvd, Henry Street, Apple Avenue, Laketon Avenue, Getty Street as well as areas in the downtown area as defined by the DDA map, business district, and industrial parks.

Adopted this 22nd day of April 2014.

Ann Marie Cummings
City Clerk

City of Muskegon
Muskegon, Michigan
Ordinance No. _____

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 50, Article VIII, Licenses, Code of Ordinances of the City of Muskegon is added as follows:

Mobile Food Vending Ordinance.

Sec. 50-301. Definitions

Mobile Food Vehicle – A motorized vehicle which may upon issuance of a license by the City Clerk and conformance with the regulations established by this ordinance may temporarily park and engage in the service, sale, or distribution of ready to eat food for individual portion service to the general public directly from the vehicle.

Mobile Food Trailer – A vehicle which may upon issuance of a license by the City Clerk and conformance with the regulations established by this ordinance may temporarily park and engage in the service, sale, or distribution of ready to eat food for individual portion service to the general public directly from the trailer.

Mobile Food Stand – A stand which may upon issuance of a license by the City Clerk and conformance with the regulations established by this ordinance may temporarily park and engage in the service, sale, or distribution of ready to eat food for individual portion service to the general public directly from the stand.

Mobile Food Vehicle Vendor – The registered owner of a mobile food vehicle or the owner's agent or employee; and referred to in this ordinance as "vendor".

Sec. 5-302. Scope

The provisions of this ordinance apply to mobile food vehicles/trailers/stands engaged in the business of cooking, preparing and distributing food or beverage with or without charge upon or in public and private restricted spaces. This ordinance does not apply to vehicles which dispense food and that move from place to place and are station in the same location for no more than 15 minutes at a time, such as ice cream trucks.

Sec. 5-303. License Required

- A. It shall be unlawful for any person, including any religious, charitable or nonprofit organization, to operate within the City a mobile food vehicle/trailer/stand without having obtained from the City Clerk a license for that purpose.

- B. A person desiring to operate a mobile food vehicle/trailer/stand shall make written application for such license to the City Clerk. The application for a license shall be on forms provided by the City Clerk.
- C. Proof of insurance in the amount of \$1 million dollars naming the City as additional insured must be provided.
- D. All vendors receiving a license under this ordinance shall pay the monthly fee as set by the fee resolution.
- E. A license is valid for one vehicle/trailer only and shall not be transferred between vehicles.

Sec. 50-304. Regulations

- A. No operator of a mobile food vehicle/trailer/stand shall park, stand or move a vehicle and conduct business within areas of the city where the license holder has not been authorized to operate. The City Commission shall by resolution identify those streets and public areas where parking by mobile food vehicles is permitted.
- B. The customer service area for mobile food vehicles/trailers/stands shall be on the side of the truck that faces a curb lawn or sidewalk when parked on a street or right-of-way. No food service shall be provided on the driving lane side of the truck/trailer when parked on a street or right-of-way. No food shall be prepared, sold, or displayed outside of mobile food vehicles/trailers when located on a city street or right-of-way.
- C. No mobile food stand may be no larger than ten (10) feet by ten (10) feet nor more than seventy-five (75) square feet in size. A five (5) foot clearance must be maintained on all sides of the stand within the maximum space allotted.
- D. Customers shall be provided with single service articles such as plastic utensils and paper plates and a waste container for their disposal. All mobile food vehicle vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed.
- E. No mobile food vehicle shall make or cause to be made any unreasonable or excessive noise. The operation of all mobile food vehicles shall meet the city noise ordinance, including generators. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.
- F. Signage is only allowed when placed on mobile food vehicles/trailers/carts. No separate free-standing signs are permitted on city streets, right-of-ways, or city-owned property.
- G. No flashing or blinking lights, or strobe lights are allowed on mobile food vehicles/trailers/carts or related signage when the vehicle/trailer/cart is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque, hood shields to direct the illumination downward.

- H. Mobile food vehicles/trailers/carts when parked on public streets shall be parked in conformance with all applicable parking restrictions, and shall not hinder the lawful parking or operation of other vehicles.
- I. A mobile food vehicle/trailer/cart shall not be parked on the street between the hours of 3 a.m. and 6 a.m. or left unattended and unsecured at any time. Any mobile food vehicle/trailer/cart found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.
- J. A vendor shall not operate within 1,000 feet of any City approved special event or leased park, unless the vendor has obtained permission from the event sponsor and or lessee. This license also does not allow for the sale of goods or services at any city-owned park/facility or Farmer's Market without a permit from the City.
- K. The issuance of a mobile food vehicle/trailer/cart license does not grant or entitle the vendor to the exclusive use of any service route or parking space to the license holder.
- L. A vendor shall not operate on private property without first obtaining written consent to operate from the affected private property owner. A private property owner shall not permit parking by a mobile food vehicle until a license has been obtained to allow for such use.
- M. No mobile food vehicle/trailer/cart shall use external signage, bollards, seating or other equipment not contained within the vehicle when parked on city streets or right-of-ways. When extended, awnings for mobile food vehicles shall have a minimum clearance of 7 feet between the ground level and the lowest point of the awning or support structure.
- N. Any power required for the mobile food vehicle/trailer/cart located on a public way shall be self-contained and a mobile food vehicle/trailer/cart shall not use utilities drawn from the public right-of-way. Mobile food vehicles/trailers/carts on private property may use electrical power from the property being occupied or an adjacent property, but only when the property owner provides written consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any City street, alley, sidewalk, or right-of-way.
- O. Mobile food vehicles/trailers/carts shall not be parked within 150 feet of an existing brick and mortar restaurant during the hours when such restaurant is open to the public for business or closer than 50 feet from another approved mobile food vehicle cart/vehicle/trailer unless the vendor has obtained permission from the restaurant.

CITY OF MUSKEGON

By: _____
Ann Marie Cummings, MMC, Its
Clerk

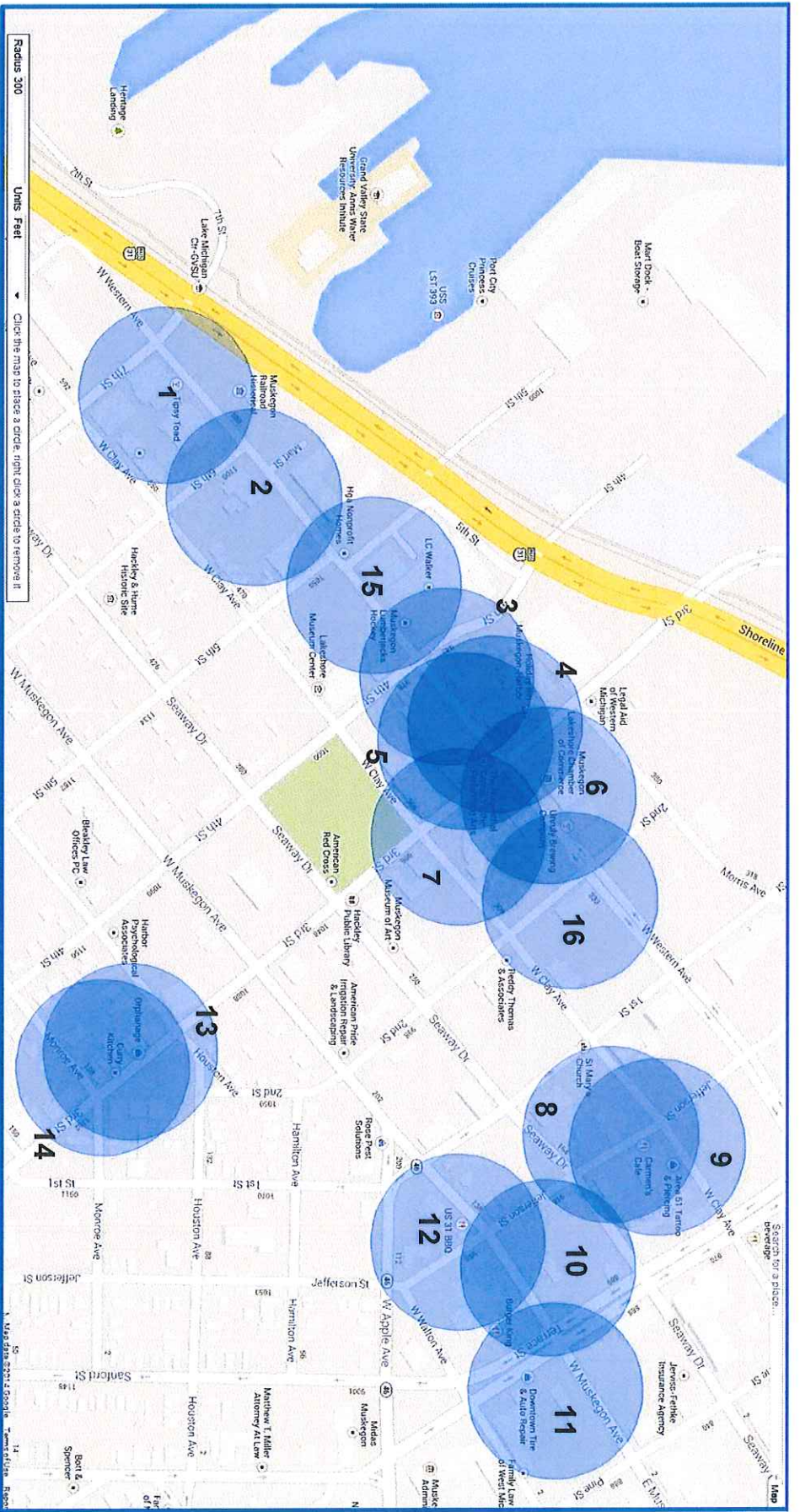
CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the ____ day of _____, 2014, 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.

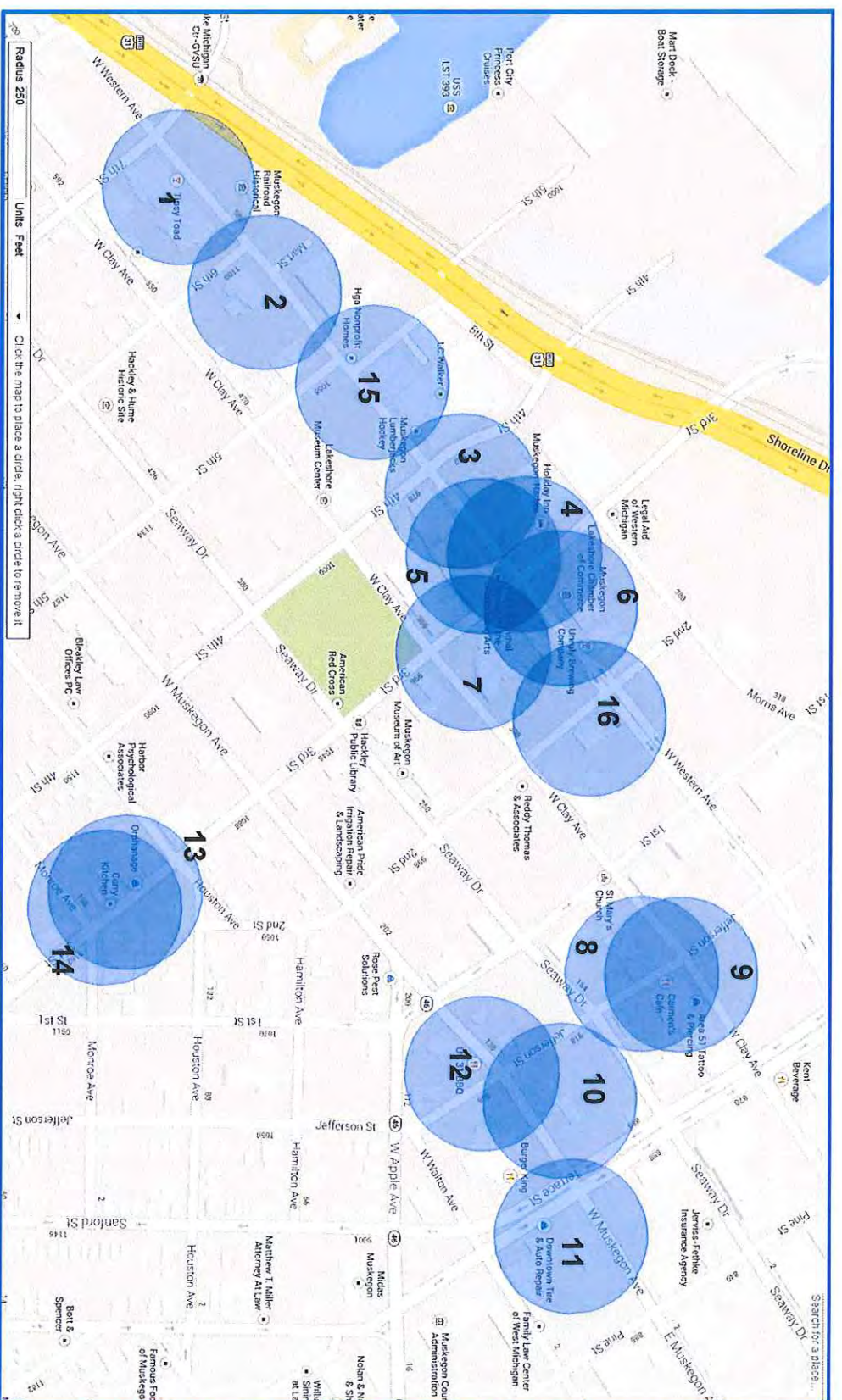
DATED: _____, 2014

Ann Marie Cummings,
MMC Clerk, City of
Muskegon

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



*Please note, numbers are a reference for each establishment and do not necessarily represent their location. The center of each circle was placed as close to the main entrance of each restaurant as possible.



250 Foot Exclusion Zone with existing and announced downtown restaurants

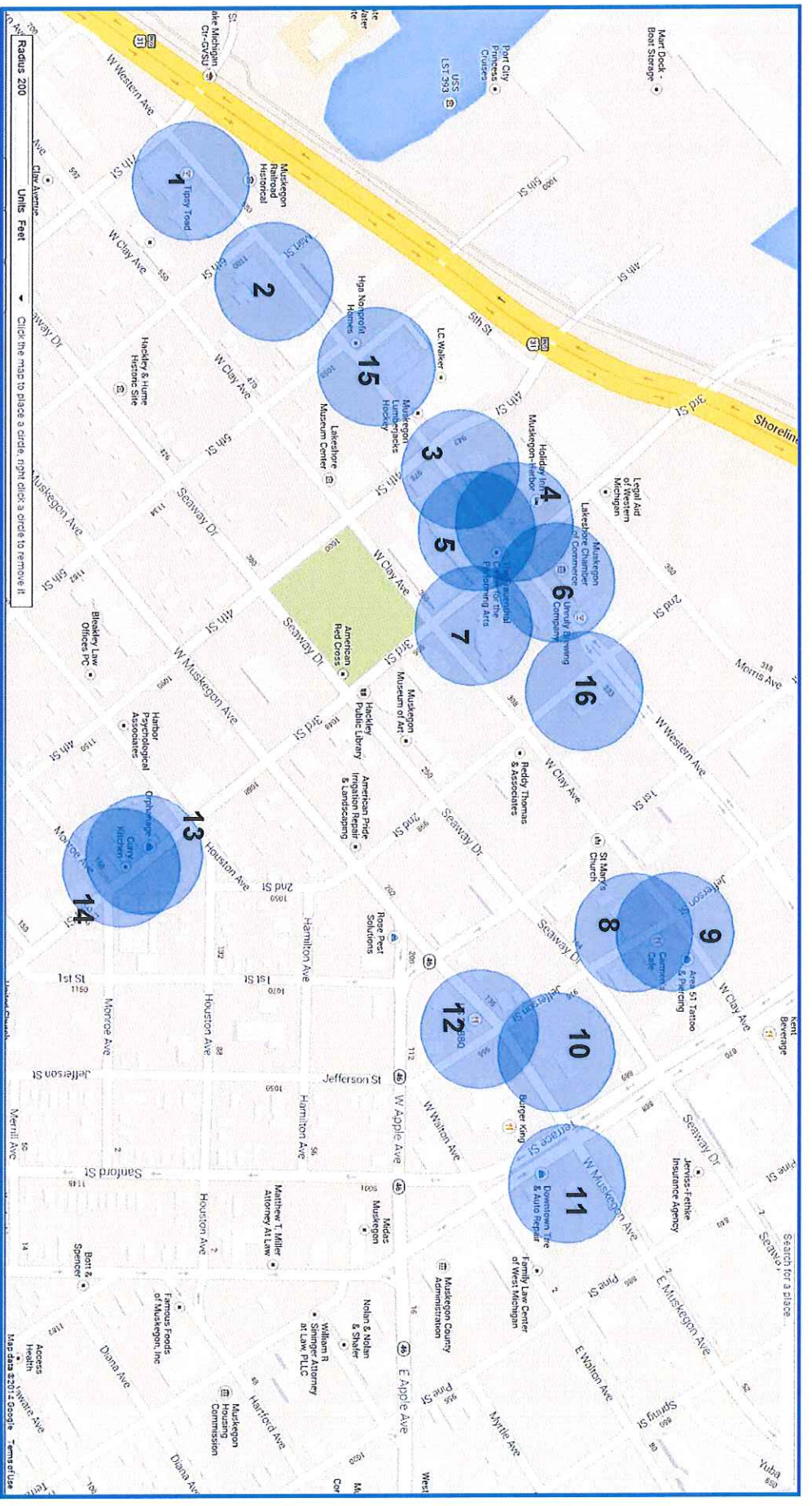
Existing

1. Tipsy Toad, 2. Woody's Just Klassics, 3. Racquets, 4. Third St. Grill, 5. Smash, 6. Subway, 7. Courses, 8. Hennessy's, 9. Carmen's, 10. McDonald's, 11. Burger King, 12. US-31 BBQ, 13. Mia & Grace, 14. Curry Kitchen

Announced

15. Top Shelf Pizza, 16. Boars Head

*Please note, numbers are a reference for each establishment and do not necessarily represent their location. The center of each circle was placed as close to the main entrance of each restaurant as possible.



200 Foot Exclusion Zone with existing and announced downtown restaurants

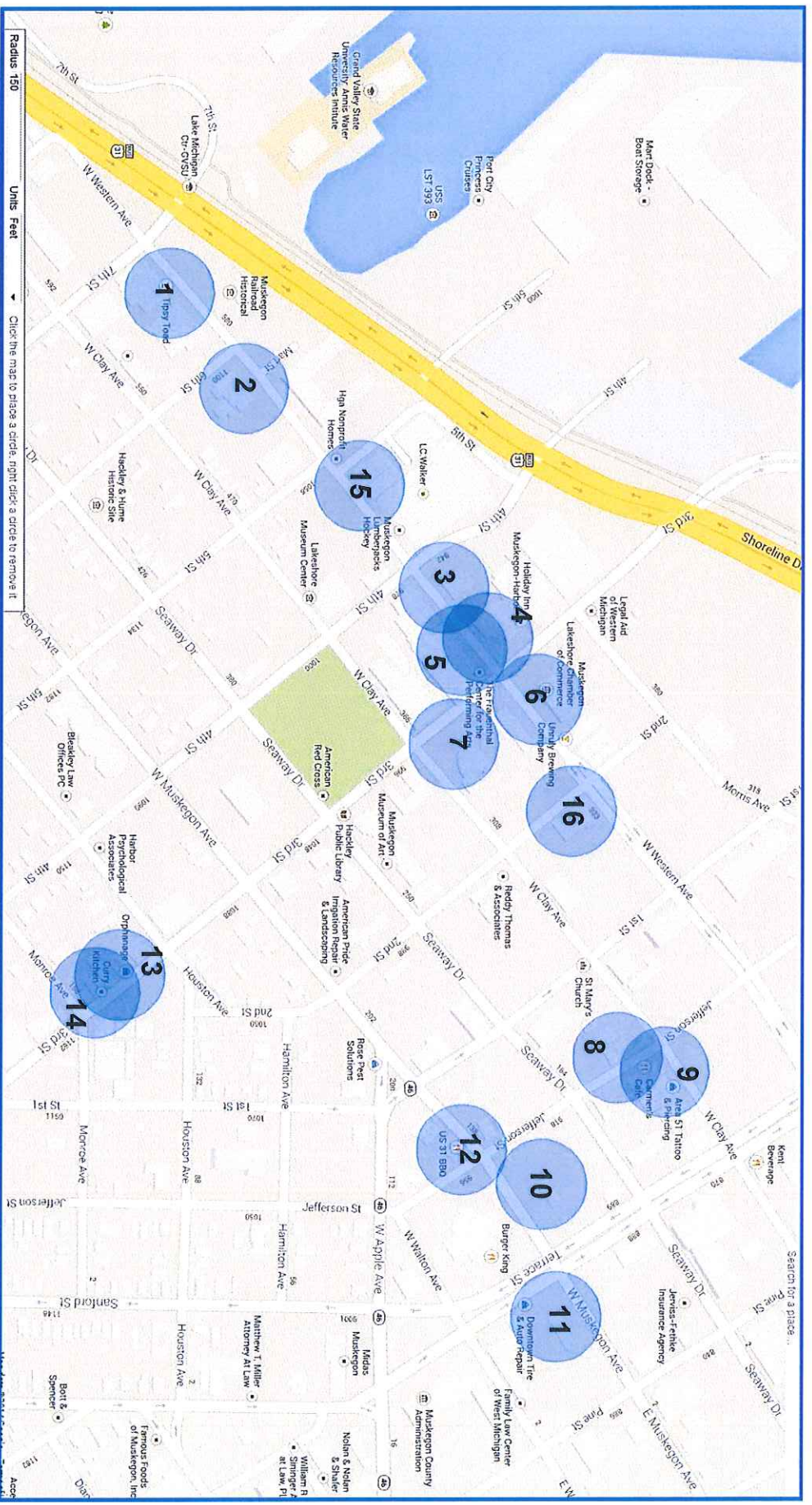
Existing

1. Tipsy Toad, 2. Woody's Just Klassics, 3. Racquets, 4. Third St. Grill, 5. Smash, 6. Subway, 7. Courses, 8. Hennessy's, 9. Carmen's, 10. McDonald's, 11. Burger King, 12. US-31 BBQ, 13. Mia & Grace, 14. Curry Kitchen

Announced

15. Top Shelf Pizza, 16. Boars Head

*Please note, numbers are a reference for each establishment and do not necessarily represent their location. The center of each circle was placed as close to the main entrance of each restaurant as possible.



150 Foot Exclusion Zone with existing and announced downtown restaurants

Existing

1. Topsy Toad, 2. Woody's Just Klassics, 3. Racquets, 4. Third St. Grill, 5. Smash, 6. Subway, 7. Courses, 8. Hennessy's, 9. Carmen's, 10. McDonald's, 11. Burger King, 12. US-31 BBQ, 13. Mia & Grace, 14. Curry Kitchen

Announced

15. Top Shelf Pizza, 16. Boars Head

*Please note, numbers are a reference for each establishment and do not necessarily represent their location. The center of each circle was placed as close to the main entrance of each restaurant as possible.

Food Vending Feed Back from Downtown Businesses

On Thursday, April 10 Downtown Muskegon Now sent an email with the proposed ordinance to 59 downtown businesses (food service and non-food service). Feedback was asked to be sent back by Wednesday, April 16. The following is all feedback received.

Gary Post – Port City Construction (owner of the Century Club, Russell Block, Savings Bank Building and Heritage Towne Square Homes).

I trust there has been some input from those vendors that would set something like this up. Just a very quick read of the proposed ordinance seems very restrictive and I wonder how many would actually be able to comply. Hopefully, something that can be worked out.

Chris Kelly, Parmenter O'Tool Law Firm (601 Terrace St.)

I like it. It will add a nice flair to downtown. I also like the restriction on how close a mobile vendor can park to an existing brick and mortar restaurant. Chris

Carla Hill, West Michigan Symphony (360 W. Western Ave)

I think this is very comprehensive and sounds appropriate. Thanks, Carla

Jay Wallace Jr., Edward Jones (333. W. Western Ave.)

Sounds pretty straightforward to me, though I did not notice the beach being mentioned in section P as an area considered for operations. Seems like that would be a great place to have one...

Diana McConnell, Banana Dog Tea (Century Club 356 W. Western Ave.)

We at BananaDog Tea think it's a GREAT Idea! "Go Big" Muskegon!

David Ellis, Ellis Capital Management (221 W. Webster Ave., Suite 400)

On a conceptual basis I don't see why Muskegon can't allow mobile vendors as they are accepted and appreciated by the citizens in other cities.

Pete Gawkowski, GNS Subway (380 W. Western Ave.)

Thanks for the opportunity to provide feedback on the mobile food vending ordinance.

As a downtown food establishment it would seem only natural for me to be opposed to allowing vendors to sell products from mobile units in the downtown area. I am completely in favor of growing and expanding our new downtown, making it a point of pride for the community. That is primarily the reason we opened a Subway store in Downtown Muskegon. The demographics were not there, the traffic count was way below acceptable levels and there were few business

Food Vending Feed Back from Downtown Businesses

nearby to draw customers from. After 4 years in our downtown location we are closing in on break even. Sales have increased every year, and with a strong summer season we could finally get our heads above water.

I wasn't sure we would ever be profitable there, and we still may not, but as a life-long Muskegon resident, I didn't really care. We just wanted, in a small way, to give back and make a contribution to the re-birth going on. Without some risk taking, downtown would have remained a veritable ghost town.

I'm all for competition, it makes us all work harder and smarter, but mobile units downtown would have an unfair advantage and make a small customer base even smaller.

That's my two cents. Thanks, Pete

Carmen's Café (878 Jefferson)

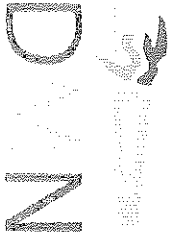
I stopped in and talked with Scott at Carmen's. He doesn't think it'll hurt their business – however, he doesn't think it's a viable option for Muskegon because of a lack of foot traffic in the downtown. Carmen's Café wouldn't be opposed to this.

Ann Cummings

From: Jonathan Seyferth <jseyferth@downtownmuskegon.org>
Sent: Wednesday, April 16, 2014 12:08 PM
To: Ann Cummings; Frank Peterson; Cathy Brubaker-Clarke; Mohammed Al-Shatel; Mike Franzak
Subject: FW: Proposed City of Muskegon mobile food vending ordinance - feedback request

Just got this from Dave Biesiada at Smash

Jonathan Seyferth



From: Dave Biesiada [mailto:otis8489@gmail.com]
Sent: Wednesday, April 16, 2014 12:04 PM
To: Jonathan Seyferth
Subject: Re: Proposed City of Muskegon mobile food vending ordinance - feedback request

Jonathan,
Thanks for sharing this. They seemed to have covered all the bases. I am for it. I think it would be good for the community and good for downtown.

Dave Biesiada
Smash Wine Bar

On Thu, Apr 10, 2014 at 4:52 PM, Jonathan Seyferth <jseyferth@downtownmuskegon.org> wrote:

Good Afternoon!

This is mostly for the restaurant/food service businesses in the downtown, but I wanted to send it out to the whole downtown business group to open it up for feedback from everyone.

At the Tuesday, April 22 Muskegon City Council meeting the council will be considering the adoption of the attached ordinance to allow mobile food vending in the city (including downtown Muskegon).

The city commission and city manager asked that I reach out to our downtown businesses to get some feedback. Please respond to me with any comments by Wednesday, April 16 and I'll get those forwarded onto the appropriate individuals. It's a short read (less than 4 pages).

Date: April 22, 2014
To: Honorable Mayor and City Commissioners
From: City Clerk's Office
RE: Amendment to the Transient Merchant Ordinance

SUMMARY OF REQUEST: Staff compared the current transient merchant ordinance with several other communities and reviewed comments received by customers and is making the attached recommendations.

Some proposed changes include:

Offering the license as an annual license instead of a daily license currently allowed a maximum of 60 days per calendar year. The current fee is \$30 per day. The proposed fee is \$150 annual fee renewed on May 1st of each year.

The bond amount is proposed to increase from \$500 to \$1000

School sponsored events should not require a permit

Merchants may stay in one location no longer than 45 (current ordinance states 90 days)

Hours shall be set between 9 a.m. and 8 p.m. or sunset (whichever is earlier)

Merchants may not operate within 1,000 feet of any approved special event or leased park unless they have obtained permission from the event sponsor or lessee. The license does not allow for the sale of goods or serves at any city-owned park/facility or farmer's market without a permit from the City.

Residents and businesses selling parking spaces on their property during a City approved special event in the downtown district are required to obtain a license. At least one ADA compliant restroom facility with a hand washing unit must be made available to the public for the first 50 parking spaces being offered on a parcel and two restroom facilities be available on parcels selling 100 or more parking spaces. The license must be prominently displayed at the entrance to the parking facility and if the number of parking spaces meets or exceeds 50, a sign must be prominently displayed indicating to the public that a public restroom is available.

The fee for a license is proposed to be \$25 for the first 50 parking spaces and \$50 for more than 50 parking spots on one parcel.

FINANCIAL IMPACT: None.

STAFF RECOMMENDATION: Adopt the ordinance as presented.

ARTICLE IV. TRANSIENT BUSINESS ACTIVITIES

Sec. 50-101. Application and definitions.

This article applies to transient business activities, such as those carried on by persons soliciting funds, **providing services**, or selling merchandise door-to-door, or in the public, persons temporarily located in malls or shopping centers, parking lots and on vacant lots at various places in the city. The following activities shall be considered transient business activities (even if charitable in nature) and are further defined as follows:

Auctioneer means a person carrying on the business of auctions of tangible personal property, except for an auction house in the city utilized as a permanent establishment for the carrying on of such auctions, or a person operating such an establishment.

Charitable solicitor means a solicitor who goes from place to place, or appears in public, soliciting funds or services on behalf of licensed, registered charitable organizations. A person, in order to qualify as a charitable solicitor, must be able to demonstrate that the charitable organization for which or on whose behalf the charitable solicitor acts is duly licensed or registered by the state, if required by law.

Religious solicitor means a person who carries on the activities of a charitable solicitor, but on behalf of a religious organization duly incorporated or permitted to operate in the state and having one or more established locations or places of worship in the state.

Solicitor means a person who goes from place to place, or house to house, or who stands in any street or public place taking or offering to take orders for merchandise or services to be performed in the future or for the making, manufacturing or repairing of any articles or things. The term "solicitor" does not apply to persons selling or delivering newspapers. The term "solicitor" includes the term "peddler."

Transient merchant means a person who establishes, for a period less than 90~~45~~ days, a business activity at any location, building or lot.

(Ord. No. 1166, § 1(5-142), 8-11-1998)

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

Sec. 50-102. Application; activities not covered.

This article shall not apply, nor shall a business registration certificate be required, from the following persons:

- (1) Veterans qualifying for a state peddlers license issued by the county clerk pursuant to Public Act No. 359 of 1921 (MCL 35.441 et seq.);
- (2) Newspaper or literature carriers selling or delivering newspapers or literature to subscribers;
- (3) Farmers, truck gardeners, or their employees or affiliates, selling merchandise and farm products in established farmers markets;
- (4) Persons participating or selling merchandise or food, or advertising, at organized athletic events, conventions, or at community celebrations or events.

(5) School sponsored events

(Ord. No. 1166, § 1(5-143), 8-11-1998)

State law reference(s)--Veteran's license for peddlers, MCL 400.271 et seq.

Sec. 50-103. Location restrictions.

The city commission may restrict locations of transient business activities or types of such activities by resolution or regulation stating the reasons for such restrictions.

(Ord. No. 1166, § 1(5-149), 8-11-1998)

Sec. 50-104. Registration certificate duration.

~~Except in the case of auctioneers, no registration certificate issued under this article shall have a duration of more than 30 days, and no registration certificate shall be issued more than twice per calendar year, and a period of at least 60 days shall pass between the expiration of the first certificate and the issuance of the second.~~**An annual license renewed on May 1st of each year.**

(Ord. No. 1166, § 1(5-148), 8-11-1998)

Sec. 50-105. Solicitors.

Solicitors shall be required to have a business registration certificate. No such certificate shall be issued for such business activity, however, except where the following requirements are met:

- (1) In the event the solicitation is for advance payment of services or merchandise to be delivered later, the solicitor shall deposit with the city clerk a bond, certified check or cash in the amount of ~~\$500.00~~**\$1,000.00** in favor of the city, such bond, check or cash (hereinafter "security") to be available for any claim made by any person who has not received the services or merchandise within the time and in the manner promised by the solicitor. The security shall be conditioned upon performance by the solicitor or the company or entity represented by the solicitor in delivering the services or merchandise in accordance with the agreement. Such security shall remain in full force and effect or retained by the city for a period of 90 days after the expiration of the business registration issued to the solicitor.
- (2) All other requirements and information required in connection with the application and issuance of a business registration certificate shall be complied with before issuance.
- (3) No solicitor, except a charitable or religious solicitor, shall represent that any monies received from a customer will be devoted to charitable or religious purposes.

(Ord. No. 1166, § 1(5-144), 8-11-1998)

State law reference(s)--Home solicitation sales, MCL 445.111 et seq.; refund of down payments, MCL 445.141 et seq.; transient merchants, MCL 445.371 et seq.

Sec. 50-106. Charitable and religious solicitors.

Charitable and religious solicitors shall be required to have a business registration certificate, provided that no fee shall be required for such business registration certificate. The applicant shall show, to the satisfaction of the city, the following:

- (1) The charity being represented is fully registered with the state to the extent required by law.
- (2) The religious organization meets the standards set forth in the definitions in section 50-101.
- (3) Any merchandise or services involved in the solicitation are described in full and examples of such merchandise or services are supplied with the application.
- (4) No security shall be required of a charitable or religious solicitor, provided the requirements of this section are met.

(Ord. No. 1166, § 1(5-145), 8-11-1998)

Sec. 50-107. Auctioneers.

Auctioneers shall obtain a separate business registration certificate for each auction held in the city. No auction shall be held at the same location for a period of more than three successive days in one period of 12 months, except that the city clerk may, upon reasonable showing by the auctioneer, provide for repeated licenses at a location of a sale of the contents of an estate or large building or property if the city clerk determines that the sale cannot be completed in one period of three successive days.

(Ord. No. 1166, § 1(5-146), 8-11-1998)

State law reference(s)--Auctioneers and duties upon sales at auctions, MCL 446.51 et seq.; sale by auction, MCL 40.2328.

Sec. 50-108. Display of business registration certificate.

Every person having a registration certificate under this article shall be required to display such registration certificate upon demand of any other person who is approached as a customer, or upon demand of the city clerk, his assistant, or a city police officer. Failure to carry such registration certificate on the person by any solicitor, whether regular, charitable or religious, shall constitute a violation of this chapter.

(Ord. No. 1166, § 1(5-147), 8-11-1998)

Sec. 50-109. Hours of Operation.

No peddler, solicitor, or canvasser shall engage in such business in the City after 8:00 p.m. or sunset, whichever is earlier or before 9:00 a.m.

Sec. 50-110. Restrictions.

Peddlers, solicitors, canvassers shall not operate within 1,000 feet of any City approved special event or leased park, unless the vendor has obtained permission from the event sponsor and or lessee. This license also does not allow for the sale of goods

or services at any city-owned park/facility or Farmer's Market without a permit from the City.

Sec. 50-111. Special Event Parking Downtown.

Residents and businesses selling parking spaces on their property during a City approved special event in the downtown district are required to obtain a license. At least one ADA compliant restroom facility with a hand washing unit must be made available to the public for the first 50 parking spaces being offered on a parcel and two restroom facilities be available on parcels selling 100 or more parking spaces. The license must be prominently displayed at the entrance to the parking facility and if the number of parking spaces meets or exceeds 50, a sign must be prominently displayed indicating to the public that a public restroom is available.

Secs. 50-112-50-109--50-130. Reserved.