

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 11, 2006

CITY COMMISSION CHAMBERS @ 5:30 P.M.

ACTION NUMBERS

2006-34 CONSENT AGENDA:

- A. Approval of Minutes. CITY CLERK
- B. Appointment to the City Employee's Pension Board and the Police & Fire Retirement Board. CITY CLERK
- C. Approval of the Use & Maintenance of City Owned Property at 1561 Albert Avenue for a Garden by Marquette Neighborhood Association. PLANNING & ECONOMIC DEVELOPMENT
- D. Approval of the Use & Maintenance of City Owned Property at 1728 & 1734 Terrace Street & 274 E. Larch Avenue for a Garden by Sacred Suds. PLANNING & ECONOMIC DEVELOPMENT
- E. Grant Application for Transportation Economic Development Fund Category F. ENGINEERING
- F. City-Michigan Department of Transportation Agreement for Non-Motorized Pathway, Bike Path Phase I (McCracken to Shoreline). ENGINEERING
- G. Consideration of Bids: Denmark, Crozier to Lakeshore Drive (H-1613) ENGINEERING
- H. Aggregates, Highway Maintenance Materials and Concrete. PUBLIC WORKS

2006-35 PUBLIC HEARINGS:

- A. Create a Special Assessment District for Fifth Street, Merrill Avenue to Muskegon Avenue. ENGINEERING

2006-36 UNFINISHED BUSINESS:

- A. SECOND READING: Zoning Ordinance Amendment to Article XXII, Nonconforming Uses. PLANNING & ECONOMIC DEVELOPMENT

2006-37 NEW BUSINESS:

- A. Transmittal of 2005 Comprehensive Annual Financial Report. FINANCE
- B. Selection of Architect for Arena Clubroom. FINANCE

- C. Water Filtration Plant Improvements Project Final Change Order #11.
WATER FILTRATION PLANT
- D. 2006-2007 Community Development Block Grant and Home Investment Partnership Program Funding. COMMUNITY AND NEIGHBORHOOD SERVICES
- E. Approval of the 2006-2007 Action Plan. COMMUNITY AND NEIGHBORHOOD SERVICES
- F. Consideration of Bids: Beach Leveling. PUBLIC WORKS

2006-38 CLOSED SESSION: To discuss collective bargaining.

ADJOURNMENT: The Regular City Commission Meeting adjourned at 7:38 p.m.

Date: April 11, 2006
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, March 28, 2006.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 11, 2006

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, April 11, 2006.

Mayor Warmington opened the meeting with a prayer from Pastor Penny Johnson from the Oak Crest Church of God after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

2006-34 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, March 28, 2006.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Appointment to the City Employee's Pension Board and the Police & Fire Retirement Board. CITY CLERK

SUMMARY OF REQUEST: To appoint G. Thomas Johnson to the City Employee's Pension Board and the Police & Fireman's Retirement Board.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To make the appointment.

COMMITTEE RECOMMENDATION: The Community Relations Committee recommended the appointment at their March 6th meeting.

C. Approval of the Use & Maintenance of City Owned Property at 1561

Albert Avenue for a Garden by Marquette Neighborhood Association.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the use and maintenance of the City owned property located at 1561 Albert Avenue for a community garden. The property is a buildable lot. The City would retain the right to sell the property with the Marquette Neighborhood Association having time to remove the garden prior to any sales. The Marquette Neighborhood Association has proposed a vegetable garden with flowers. The neighborhood residents will be involved in the garden and the maintenance. All gardening tools will be stored off site. There will be no permanent structures on the site. The garden will be maintained weekly.

FINANCIAL IMPACT: None. By having the maintenance agreement with the Marquette Neighborhood Association, the City would not need to maintain the property while the garden is at the location.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution and to authorize both the Mayor and the Clerk to sign said resolution and maintenance agreement.

COMMITTEE RECOMMENDATION: The Land Reutilization Committee, at their regular meeting of March 28, 2006, stated that if this garden follows what Sacred Suds will be doing, then this may go directly to the City Commission for approval due to the timeline for planting season.

D. Approval of the Use & Maintenance of City Owned Property at 1728 & 1734 Terrace Street & 274 E. Larch Avenue for a Garden by Sacred Suds. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the use and maintenance of the City owned property located at 1728 & 1734 Terrace Street and 274 E. Larch Avenue for a community garden. The properties are contiguous and together create a buildable lot. The City would retain the right to sell the property with Sacred Suds having time to remove the garden prior to any sales. Sacred Suds has proposed a vegetable garden with flowers. The neighborhood residents will be involved in the garden and the maintenance. All gardening tools will be stored off site. There will be no permanent structures on the site. The garden will be maintained weekly. Sacred Suds is located diagonally from this property (their address is 289 E. Larch).

FINANCIAL IMPACT: None. By having the maintenance agreement with Sacred Suds, the City would not need to maintain the property while the garden is at the location.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution and to authorize both the Mayor and the Clerk to sign said resolution and maintenance agreement.

COMMITTEE RECOMMENDATION: The Land Reutilization Committee recommended approval of the use of the property for a garden to Sacred Suds

at their regular meeting of March 28, 2006.

E. Grant Application for Transportation Economic Development Fund Category F. ENGINEERING

SUMMARY OF REQUEST: Authorize staff, by adopting the resolution, to submit a Transportation Economic Development Fund Category – F Grant application requesting funds for the reconstruction of Park Street between Hackley & Young. This project, if approved, will be submitted as a joint application between the City and Muskegon Heights since the street is equally owned by both communities. Local share, which is estimated at \$48,000, for the project will be equally divided between the two cities with each picking up \$24,000 plus one half of the engineering cost.

FINANCIAL IMPACT: The estimated construction share of \$24,000 plus one half of the engineering cost.

BUDGET ACTION REQUIRED: None at this time. However, should you authorize the submittal; the project will appear on the upcoming CIP for 2007.

STAFF RECOMMENDATION: Authorize staff to submit the grant application.

F. City-Michigan Department of Transportation Agreement for Non-Motorized Pathway, Bike Path Phase I (McCracken to Shoreline). ENGINEERING

SUMMARY OF REQUEST: To approve the contract with Michigan Department of Transportation for the construction of a Non-Motorized Pathway (bike path phase I) from McCracken Street to Shoreline Drive and to approve the resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: Michigan Department of Transportation's participation of federal money is capped at \$799,370 but not to exceed 50% of eligible cost. The estimated total construction cost (with engineering) of the project, including the state's department of natural resources (MDNR) grant, is \$1,800,000.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: That the agreement and resolution be approved.

G. Consideration of Bids: Denmark, Crozier to Lakeshore Drive (H-1613) ENGINEERING

SUMMARY OF REQUEST: Award the paving, using the concrete alternate for the block between Harrison and Lakeshore, and underground utility construction contract (H-1613) for the reconstruction of Denmark between Crozier and Lakeshore Drive to Wadel Stabilization out of Hart since they were the lowest, responsible bidder with a bid price of \$454,897.70.

FINANCIAL IMPACT: The construction cost \$454,897.70 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Award the contract to Wadel Stabilization.

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

SUMMARY OF REQUEST:

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

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

Award bid to supply Sylvax patching material (CP-6 alternative) to Asphalt Paving, Inc., 1000 E. Sherman Blvd., Muskegon, MI 49440.

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

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

Award bid to supply screened top soil to Felco Contractors, 874 Pulaski Ave., Muskegon, MI 49441.

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

FINANCIAL IMPACT: \$146,500 based on 2005 quantities at 2006 quotes.

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

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

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

Nays: None

MOTION PASSES

2006-35 PUBLIC HEARINGS:

A. Create a Special Assessment District for Fifth Street, Merrill Avenue to Muskegon Avenue. ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the proposed special assessment for Fifth Street, Merrill Avenue to Muskegon Avenue, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To create the special assessment district and assign two City Commissioners to the Board of Assessors by adopting the resolution.

The Public Hearing opened at 5:40 p.m. to hear and consider any comments from the public. No comments were heard.

Motion by Commissioner Carter, second by Commissioner Spataro to close the Public Hearing at 5:42 p.m. and create the special assessment district for Fifth Street, Merrill to Muskegon.

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

Nays: None

MOTION PASSES

Commissioner Spataro and Shepherd were appointed to the Board of Assessors.

2006-36 UNFINISHED BUSINESS:

A. SECOND READING: Zoning Ordinance Amendment to Article XXII, Nonconforming Uses. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Sections 2200, 2201, 2202, 2203, and 2204 (Nonconforming Uses) of Article XXII of the Zoning Ordinance.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends amendment of Article XXII (Nonconforming Uses) of the Zoning Ordinance.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the amendment at their March 16th meeting. The vote was unanimous in favor of the amendment, with J. Aslakson and T. Michalski absent.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to adopt the zoning ordinance amendment to Article XXII.

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

Nays: Davis

MOTION PASSES

2006-37 NEW BUSINESS:

A. Transmittal of 2005 Comprehensive Annual Financial Report. FINANCE

SUMMARY OF REQUEST: The City's *2005 Comprehensive Annual Financial Report* (CAFR) has previously been distributed to City Commissioners. At this time, the CAFR is being formally transmitted to the Commission in accordance with state law. The 2005 CAFR has been prepared in accordance with Governmental Accounting Standards Board (GASB) 34 accounting standards. The 2005 CAFR also includes the "single-audit" of federal grants.

FINANCIAL IMPACT: None. The CAFR report summarizes the City's financial activities for 2005 and includes the independent auditor's unqualified opinion on

the City's financial statements.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Acceptance of the 2005 CAFR.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the 2005 Comprehensive Annual Financial Report.

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

Nays: None

MOTION PASSES

B. Selection of Architect for Arena Clubroom. FINANCE

SUMMARY OF REQUEST: Proposals were received from four area architectural firms for design and construction oversight services for the proposed Walker Arena clubroom facility:

Bosma Architects - \$19,600

C. Richard Borgeson - \$15,000

Hooker DeJong - \$18,750

Sidock Group - \$30,000

A selection committee comprised of staff and arena personnel interviewed each firm to gain better understanding of their qualifications and vision for the project. After going through this process, it is recommended that Hooker, DeJong be selected as architect. Hooker was one of the top two firms selected by all four committee members.

FINANCIAL IMPACT: The project will be funded through an internal borrowing targeted at \$300,000, including architect fees. All architects agreed the project is achievable within that budgeted figure. When construction bids are received and the City Commission gives final approval for the project, an internal loan will be set up with specific payback terms.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Selection of Hooker, DeJong as architect.

Motion by Commissioner Spataro, second by Commissioner Shepherd to select Hooker, DeJong as the architect contingent upon City Attorney's approval of the contract.

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

Nays: Wierengo and Davis

MOTION PASSES

**C. Water Filtration Plant Improvements Project Final Change Order #11.
WATER FILTRATION PLANT**

SUMMARY OF REQUEST: Request endorsement of the Final Change Order, #11, to close out the Water Filtration Plant Improvements Project.

FINANCIAL IMPACT: The change order is in the amount of \$68,253.

BUDGET ACTION REQUIRED: The funding will come from the Water Fund.

STAFF RECOMMENDATION: Staff recommends approval of the final change order #11 for the Water Filtration Plant Improvements Project in the amount of \$68,253.

Motion by Commissioner Spataro, second by Commissioner Carter to approve the final change order.

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

Nays: None

MOTION PASSES

D. 2006-2007 Community Development Block Grant and Home Investment Partnership Program Funding. COMMUNITY AND NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: For the City Commission to make their final allocation decision concerning the 2006-2007 Community Development Block Grant/HOME Partnership Program allocations for this coming fiscal year. The Commission has received the recommendations from the Citizen's District Council and the City administration. The Commission made their preliminary recommendations during the March 14, 2006, City Commission Meeting. After receiving the Commission's final allocation decision, the Community and Neighborhood Services office will amend the City's 2006-2007 Action Plan if needed and continue the comment period until April 17, 2006. At that time, the Community and Neighborhood Services staff will request the United States Department of Housing and Urban Development for the Release of Funds for the 2006-2007 fiscal year to begin June 1, 2006.

FINANCIAL IMPACT: The decision will determine how the Community Development Block Grant/HOME Partnership Program funding will be allocated for the 2006-2007 fiscal year.

BUDGET ACTION REQUIRED: The Commission actions will establish the fiscal years budget.

STAFF RECOMMENDATION: The Commission previously received the administration recommendations.

Motion by Commissioner Spataro, second by Commissioner Carter to approve the preliminary recommendation as final.

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

Nays: None

MOTION PASSES

E. Approval of the 2006-2007 Action Plan. COMMUNITY AND NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the 2006-2007 Action Plan for the City of Muskegon Community Development Block Grant/HOME Partnership Program activity. If the Action Plan is approved, the Community and Neighborhood Services office will continue the comment period of the Action Plan as amended if needed until May 30, 2006. On or after April 17, 2006, the Community and Neighborhood Services office will deliver the Action Plan to the United States Department of Housing and Urban Development as required in order to request the Release of Funds for the 2006-2007 fiscal year.

FINANCIAL IMPACT: Action Plan establishes the 2006-2007 budget.

BUDGET ACTION REQUIRED: None at this time, budget established by Action Plan.

STAFF RECOMMENDATION: To approve the Action Plan as is or as amended.

Motion by Vice Mayor Gawron, second by Commissioner Shepherd to approve the 2006-2007 Action Plan.

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

Nays: None

MOTION PASSES

F. Consideration of Bids: Beach Leveling. PUBLIC WORKS

SUMMARY OF REQUEST: We received five bids for the beach-leveling contract for Pere Marquette Park. The lowest bidder, Hitsman Enterprises, failed to submit the bid bond as required by the contract. The other four bidders did not include bids for 2007 and 2008. Due to the irregularities in the bids submittal, staff is requesting rejection of all bids and authorization to re-bid the project. However, if the Commission decides to waive these irregularities, we suggest that Hitsman Enterprises be awarded a one-year contract, since they were the lowest bidder with a bid price of \$48,000. We would then re-bid the project in 2007.

FINANCIAL IMPACT: \$48,000.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Reject all bids.

Motion by Vice Mayor Gawron, second by Commissioner Spataro to waive irregularities and award the bid to Hitsman Enterprises for one year.

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

Nays: Carter and Davis

MOTION PASSES

2006-38 CLOSED SESSION: To discuss collective bargaining.

Motion by Commissioner Spataro, second by Commissioner Shepherd to go into Closed Session at 7:02 p.m.

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

Nays: None

MOTION PASSES

Motion by Commissioner Shepherd, second by Commissioner Carter to come out of Closed Session at 7:37 p.m.

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

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 7:38 p.m.

Respectfully submitted,



Gail A. Kunderger, MMC
City Clerk

Date: April 11, 2006
To: Honorable Mayor and City Commissioners
From: City Clerk, Gail Kunding
**RE: Appointment to the City Employee's Pension Board
and the Police & Fireman's Retirement Board**

SUMMARY OF REQUEST: To appoint G. Thomas Johnson to the City Employee's Pension Board and the Police & Fireman's Retirement Board.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To make the appointment.

COMMITTEE RECOMMENDATION: The Community Relations Committee recommended the appointment at their March 6th meeting.

City Emp. Pension Bd.
Police & Fire Retirement

Date: 11/30/05

**CITY OF MUSKEGON
TALENT BANK APPLICATION**

Please Type or Print. Applications will be kept on file for one year. All applicants subject to a background check.

NAME: G. THOMAS JOHNSON

HOME ADDRESS: 1388 RIDGE AVE, MUSKEGON, MI 49441
(Street, City, State, Zip)

HOME PHONE #: 755/563 WORK PHONE #: (SAME)

OCCUPATION: RETIRED ATTORNEY EMPLOYER: —
(If retired, give former occupation)

EDUCATION: A.B. FRANKLIN & MARSHALL COLLEGE; JD U. OF MICH. LAW SCHOOL

PERSONAL & COMMUNITY ACTIVITIES: PRESIDENT, HOSPICE MUSKEGON/OSHTON, BOARD MEMBER FLV,
MUSKEGON CO. MUSEUM

Why would you be a good member of this committee? What do you bring to the committee?

I HAVE SERVED ONE TERM, EXPERIENCE IN PLANNING & ZONING
MATTERS.

PERSONAL REFERENCES: (Please list the name and phone numbers of three personal references)

1. _____ (Name)	_____ (Phone Number)
2. _____ (Name)	_____ (Phone Number)
3. _____ (Name)	_____ (Phone Number)

PLEASE INDICATE BOARDS/COMMISSIONS/COMMITTEES INTERESTED IN SERVING ON – MARKING #1 AS YOUR FIRST PREFERENCE:

- | | |
|--|--|
| ☐ Board of Canvassers | ☐ Housing Code Board of Appeals |
| ☐ Board of Review | ☐ Housing Commission |
| ☐ Cemetery Committee | ☐ Income Tax Board of Review |
| ☐ Citizen's Police Review Board | ☐ Land Reutilization Committee |
| ☐ City Employees Pension Board | ☐ Leisure Services Board |
| ☐ Civil Service Commission | ☐ Loan Fund Advisory Committee |
| ☐ CDBG-Citizen's District Council | ☐ Local Develop. Finance Authority |
| ☐ Construction Board of Appeals | ☐ Local Officer's Compensation Com. |
| ☐ District Library Board | ☒ Planning Commission |
| ☐ Downtown Development Authority/Brownfield Board | ☐ Police/Fireman's Pension Board |
| ☐ Election Commission | ☐ Public Relations Committee |
| ☐ Equal Opportunity Committee | ☐ Zoning Board of Appeals |
| ☐ Historic District Commission | |
| ☐ Hospital Finance Authority | |

Are you willing to serve on other boards/committees not checked off above? YES NO (Circle one)

* Attach Additional Sheets or Resume if Desired.

Return this form to: City Clerk's Office, 933 Terrace St., P. O. Box 536, Muskegon, MI 49443-0536

Commission Meeting Date: April 11, 2006

Date: April 3, 2006
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Approval of the Use & Maintenance of City Owned Property at 1561 Albert Ave. for a garden by Marquette Neighborhood Association.

SUMMARY OF REQUEST:

To approve the use and maintenance of the City owned property located at 1561 Albert Avenue for a community garden. The property is a buildable lot. The City would retain the right to sell the property with the Marquette Neighborhood Association having time to remove the garden prior to any sales. The Marquette Neighborhood Association has proposed a vegetable garden with flowers. The neighborhood residents will be involved in the garden and the maintenance. All gardening tools will be stored off site. There will be no permanent structures on the site. The garden will be maintained weekly.

FINANCIAL IMPACT:

None. By having the maintenance agreement with the Marquette Neighborhood Association, the City would not need to maintain the property while the garden is at the location.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached resolution and to authorize both the Mayor and the Clerk to sign said resolution and maintenance agreement.

COMMITTEE RECOMMENDATION:

The Land Reutilization Committee, at their regular meeting of March 28, 2006, stated that if this garden follows what Sacred Suds will be doing, then this may go directly to the City Commission for approval due to the timeline for planting season.

Resolution No. 2006-34(c)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE USE AND MAINTENANCE OF A BUILDABLE LOT AT 1561 ALBERT AVENUE IN THE MARQUETTE NEIGHBORHOOD as recommended by the Land Reutilization Committee at their regular meeting of March 28, 2006.

WHEREAS, the Marquette Neighborhood Association be allowed to use and maintain the parcel designated as parcel number 24-611-000-0275-00, located at 1561 Albert; and

WHEREAS, the City would reserve the right to sell the property and give the Marquette Neighborhood Association time to remove the garden prior to any sale; and

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

NOW THEREFORE BE IT RESOLVED, that parcel numbers 24-611-000-0275-00, located at 1561 Albert Avenue be maintained for a community garden by the Marquette Neighborhood Association.

**CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 275 EX W 2 FT
THEREOF**

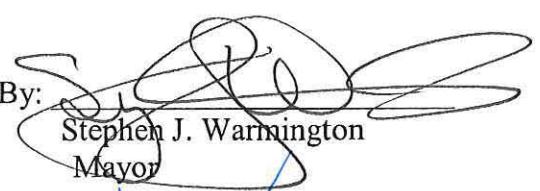
Adopted: April 11, 2006

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

Nays: None

Absent: None

By:


Stephen J. Warmington
Mayor

Attest:


Gail Kundinger, MMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on April 11, 2006.

By: Gail Kunding
Gail Kunding, MMC
City Clerk

LRC minutes excerpt:

CITY OF MUSKEGON
LAND REUTILIZATION COMMITTEE
REGULAR MEETING
MINUTES

March 28, 2006

Vice-Chairman J. Martin Jr. called the meeting to order at 4:06 p.m. and roll was taken.

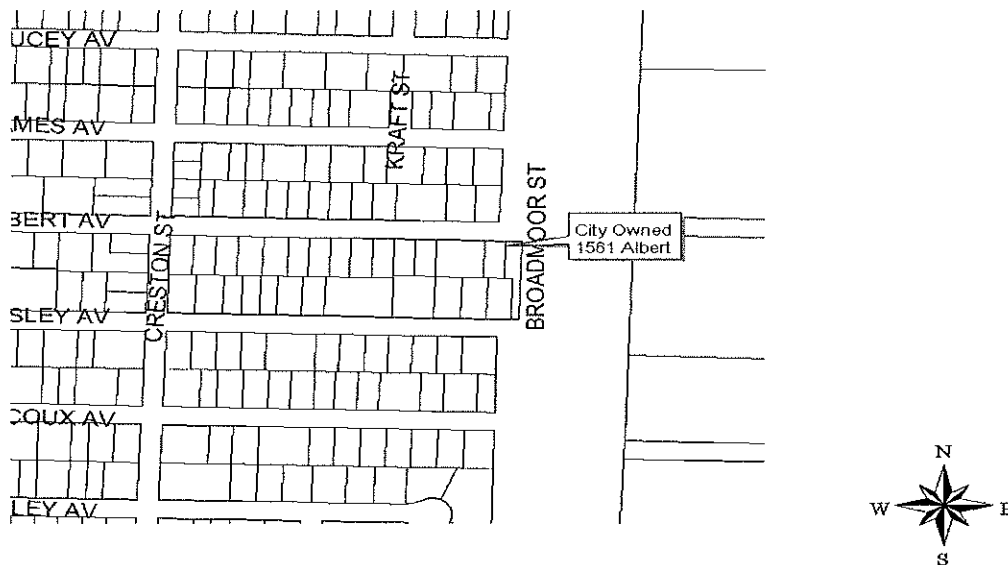
MEMBERS PRESENT: C. Shepherd, W. Wright, J. Martin Jr., K. Davis, R. Allen

MEMBERS ABSENT: R. Hill, excused, M. Amrhein, excused

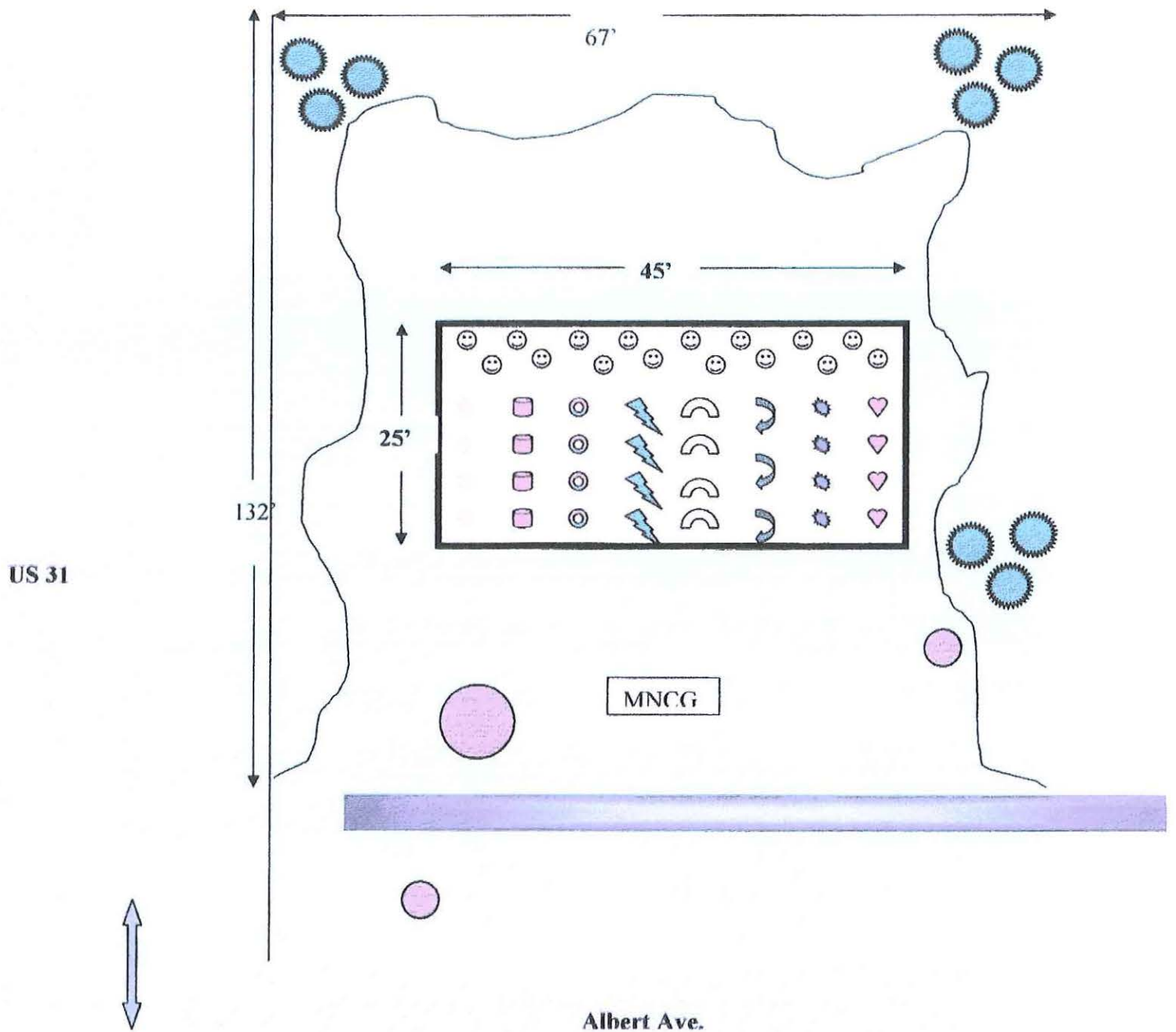
STAFF PRESENT: H. Mitchell, D. Leafers

OTHERS PRESENT: J. Holwerda, 289 E. Larch; S. Rinsema-Sybenga, 154 Campus; G. Siler, 565 Creston, D. Siler, 565 Creston

Members of the Marquette Neighborhood in attendance had a similar request. H. Mitchell stated that they were not on the agenda because she hadn't received specific plans from them yet, but she had invited them to the meeting so they could see what the process involved. G. Siler stated that they had a garden plan with them. C. Shepherd stated that they would need to submit the plan to staff before the board could consider it, because there was some research that needed to be done first. She added that due to the planting season, and provided the plans follow what was approved for Sacred Suds, this could go to a City Commission work session instead of waiting for the next LRC meeting. A lady from the Jackson Hill neighborhood was also present to observe the process required for a community garden for her neighborhood.



Proposed Plan for Community Garden in Marquette Neighborhood



B
r
o
a
d
m
o
o
r

Legend:	
☺ Sunflowers	Acorn Squash
☺ Pumpkins	Green Beans
◻ Tomatoes	Greens
⊙ Watermelon	Strawberries
⚡ Bell Peppers	* Crops and dimensions subject to change

April 01, 2006

Board of City Commissioners,

On behalf of the Marquette Neighborhood Association we propose the allocation of the vacant lot located at 1561 Albert for use in the creation of the Marquette Neighborhood Community Garden. Attached you will find documentation that outlines a general plan for the use of the property as well as a copy of the newsletter which presents the garden to the community. We have great hopes for the garden as a means for establishing community pride as well as providing a central location where we can hold future community events.

A tentative plan of action has been established for the execution of the garden and consists of the following:

- A Neighborhood Meeting will take place on April 19 at which time we will further solicit ideas from community members for actual plantings, as well as take names of volunteers willing to offer their time or resources throughout the growing season. We already have established access to a rototiller and ride-on mower for lot upkeep as well as a plan for initial water supply. If possible we will be looking at having a yard meter with spigot installed for easier water access.
- Lot clean-up will take place on Saturday April 29. In addition to resident volunteers, a suggestion has been made to include local students as a means of fulfilling their school community service obligations.
- Groundbreaking ceremony will be held on Saturday May 20. At this time residents will be involved with the actual planting of the garden. We will be looking in to the possibility of setting up a community stand on Marquette from which we can sell a portion of the harvest to reinvest in the future success of the garden.

We hope you will grant us the use of the aforementioned lot for the Marquette Community Garden and thank you for your time in considering this proposal.

Sincerely,

The Marquette Neighborhood Association

Marquette Neighborhood Community Garden

You read it right folks, a community garden in our very own neighborhood! Located at the corner of Albert Avenue and Broadmoor, we are in negotiation with the city to establish the use of a vacant lot to grow fruits, vegetables, and community pride. What better way to meet your fellow neighbors and create some quality family time than by pitching in to establish a neighborhood keepsake.

We are looking for everyone's participation from the get go. We will need suggestions for desired vegetation, help with lot clean-up, ground-breaking, and of course the on-going care and nurturing of the inaugural crop. Bring your ideas and enthusiasm to 565 Creston (that's the red house), Wednesday, April 19, at 7PM where we will put all the plans in motion.

Once again we can use everyone's help. If you have free time, prior gardening experience, tools we can use to get the garden started and keep it thriving, access to low cost plants, lumber, and/or gardening supplies, or have any connections to community sponsoring organizations or individuals we would greatly appreciate your input and support. This garden is a group effort that once established will continue to give back to the neighborhood by becoming a relaxing place for community projects, workshops, and socialization.

We look forward to meeting and working with all of you on this joint venture!

Important Dates to Remember:

Tuesday, April 11, 5:30 PM

-City Hall -

City Commissioner's Meeting to get approval for use of the vacant lot - please come out and show your support!

Wednesday, April 19, 7 PM

-565 Creston-

Neighborhood meeting to discuss garden plans, ideas, and recruit willing volunteers.

Saturday, April 29 10 AM
-Intersection of Albert and Broadmoor-

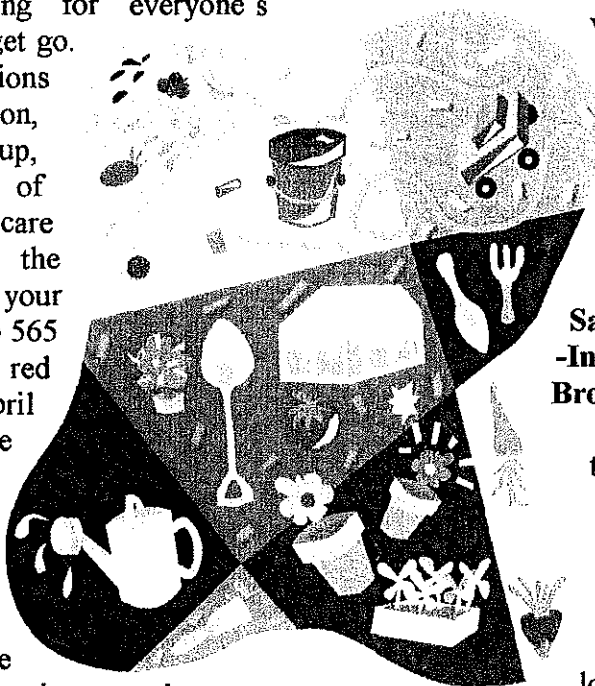
Vacant lot clean-up to prepare for groundbreaking and establishment of Community Garden. Please bring a leaf bag if possible, a rake, and lots of helping hands.

Saturday, May 20, 10AM

-Community Garden Lot-

Groundbreaking Ceremony complete with refreshments - bring the whole family to witness a Marquette Neighborhood Tradition in the making.

*Questions or comments please contact
Donna 773 2027 or Irma 767 2769*



Maintenance Agreement

This Agreement is made April 11, 2006 ("Effective Date"), by and between the **City of Muskegon** ("City"), of 933 Terrace Street, Muskegon, Michigan 49440, and Marquette Neighborhood Association, Muskegon, Michigan, 49442.

Background

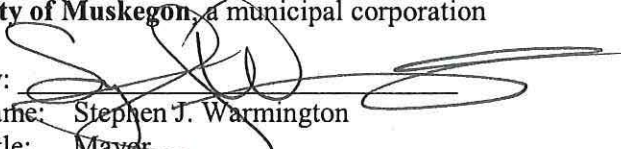
- A. "City" is the owner of the vacant lot located at 1561 Albert Avenue ("Property").
- B. The parties wish to enter into an agreement regarding the installation and maintenance of a flower garden located at the Property.
- C. Individual has agreed to perform the installation and physical maintenance of the garden at the Property pursuant to the terms set forth in this maintenance agreement.

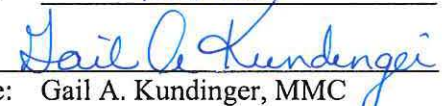
Therefore, the parties agree as follows:

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

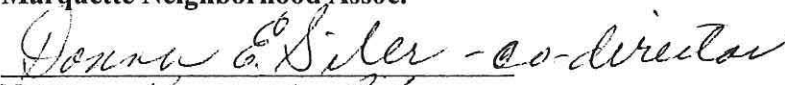
[signatures appear on following page]

City of Muskegon, a municipal corporation

By: 
Name: Stephen J. Warmington
Title: Mayor
Date: 4-17-06

By: 
Name: Gail A. Kunding, MMC
Title: Clerk
Date: 4-17-06

Marquette Neighborhood Assoc.


Name: Donna E. Siler - co-director
Date: 04/05/06

Commission Meeting Date: April 11, 2006

Date: March 29, 2006
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *cbc*
RE: Approval of the Use & Maintenance of City Owned Property at 1728 & 1734 Terrace St. & 274 E. Larch Ave. for a garden by Sacred Suds.

SUMMARY OF REQUEST:

To approve the use and maintenance of the City owned property located at 1728 & 1734 Terrace Street & 274 E. Larch Avenue for a community garden. The properties are contiguous and together create a buildable lot. The City would retain the right to sell the property with Sacred Suds having time to remove the garden prior to any sales. Sacred Suds has proposed a vegetable garden with flowers. The neighborhood residents will be involved in the garden and the maintenance. All gardening tools will be stored off site. There will be no permanent structures on the site. The garden will be maintained weekly. Sacred Suds is located in a diagonal from this property (their address is 289 E. Larch).

FINANCIAL IMPACT:

None. By having the maintenance agreement with Sacred Suds, the City would not need to maintain the property while the garden is at the location.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached resolution and to authorize both the Mayor and the Clerk to sign said resolution and maintenance agreement.

COMMITTEE RECOMMENDATION:

The Land Reutilization Committee recommended approval of the use of the property for a garden to Sacred Suds at their regular meeting of March 28, 2006.

Resolution No. 2006-34(d)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE USE AND MAINTENANCE OF A BUILDABLE LOT AT 1728 & 1734 TERRACE STREET & 274 E. LARCH AVENUE IN THE MCLAUGHLIN NEIGHBORHOOD as recommended by the Land Reutilization Committee at their regular meeting of March 28, 2006.

WHEREAS, Sacred Suds be allowed to use and maintain the parcels designated as parcel numbers 24-205-298-0012-00; 24-205-298-0014-00; and 24-205-298-0014-10, located at 1728 & 1734 Terrace Street & 274 E Larch; and

WHEREAS, the City would reserve the right to sell the property and give Sacred Suds time to remove the garden prior to any sale; and

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

NOW THEREFORE BE IT RESOLVED, that parcel numbers 24-205-298-0012-00; 24-205-298-0014-00; and 24-205-298-0014-10, located at 1728 & 1734 Terrace Street & 274 E. Larch Avenue be maintained for a community garden by Sacred Suds.

**CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 12 & N 17 FT LOT 13
BLK 298**

**CITY OF MUSKEGON REVISED PLAT OF 1903 S 13 FT OF W 96 ½ FT LOT 13
& W 96 ½ FT LOT 14 BLK 298**

**CITY OF MUSKEGON REVISED PLAT OF 1903 S 13 FT OF E 45 FT OF LOT
13 & E 45 FT LOT 14 BLK 298**

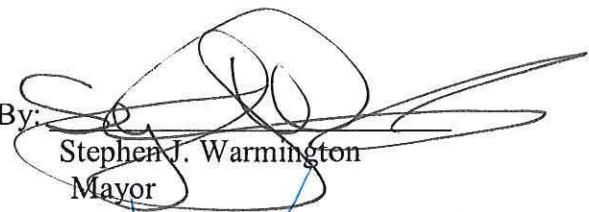
Adopted: April 11, 2006.

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

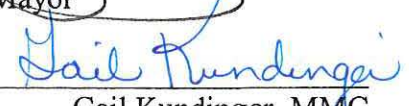
Nays: None

Absent: None

By:


Stephen J. Warmington
Mayor

Attest:


Gail Kunderger, MMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on April 11, 2006.

By: _____

Gail Kundergei

Gail Kundergei, MMC
City Clerk

Maintenance Agreement

This Agreement is made April 11, 2006 ("Effective Date"), by and between the **City of Muskegon** ("City"), of 933 Terrace Street, Muskegon, Michigan 49440, and Sacred Suds a Non-Profit Organization, 289 E. Larch, Muskegon, Michigan, 49442.

Background

A. "City" is the owner of the vacant lot located at 1728 & 1734 Terrace Street & 274 E. Larch Avenue ("Property").

B. The parties wish to enter into an agreement regarding the installation and maintenance of a flower garden located at the Property.

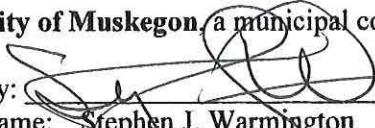
C. Individual has agreed to perform the installation and physical maintenance of the garden at the Property pursuant to the terms set forth in this maintenance agreement.

Therefore, the parties agree as follows:

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

[signatures appear on following page]

City of Muskegon, a municipal corporation

By: 

Name: Stephen J. Warmington

Title: Mayor

Date: 4-17-06

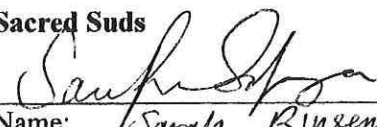
By: 

Name: Gail A. Kundering, MMC

Title: Clerk

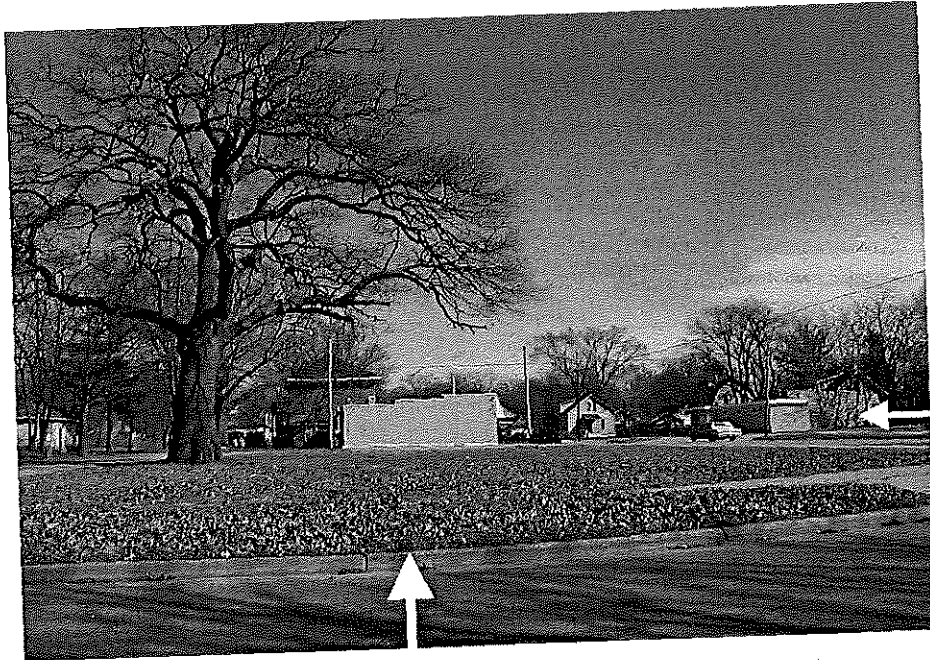
Date: 4-17-06

Sacred Suds


Name:

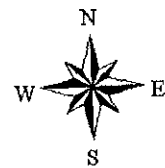
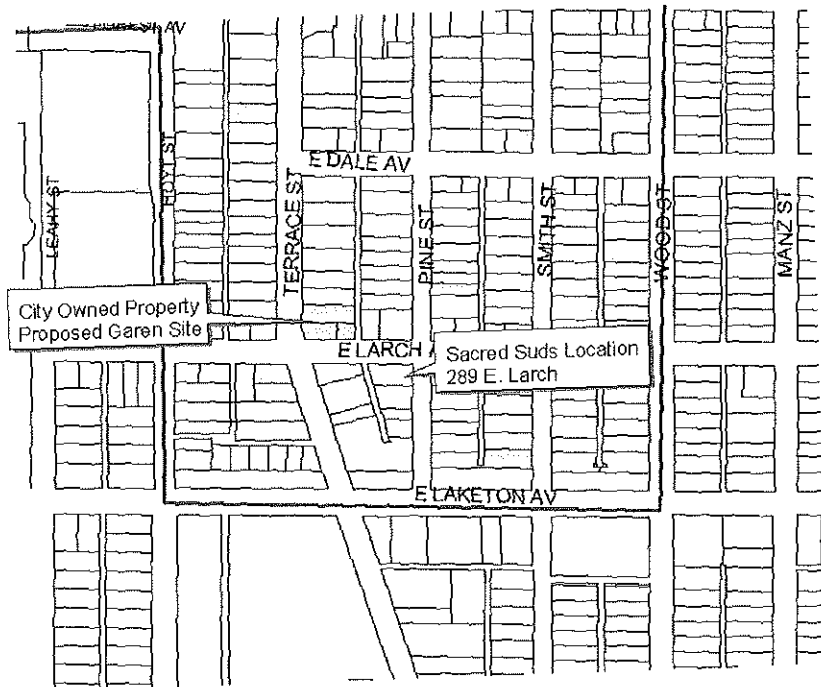
Sarah Rinsema-Sykenga - Director

Date: 3/28/06



Sacred Suds
Building

City Owned Property



LRC Minutes Excerpt:

CITY OF MUSKEGON
LAND REUTILIZATION COMMITTEE
REGULAR MEETING
MINUTES

March 28, 2006

Vice-Chairman J. Martin Jr. called the meeting to order at 4:06 p.m. and roll was taken.

MEMBERS PRESENT: C. Shepherd, W. Wright, J. Martin Jr., K. Davis, R. Allen

MEMBERS ABSENT: R. Hill, excused, M. Amrhein, excused

STAFF PRESENT: H. Mitchell, D. Leafers

OTHERS PRESENT: J. Holwerda, 289 E. Larch; S. Rinsema-Sybenga, 154 Campus; G. Siler, 565 Creston, D. Siler, 565 Creston

APPROVAL OF MINUTES

A motion to approve the minutes of the regular meeting of February 28, 2006 was made by K. Davis, supported by W. Wright and unanimously approved.

NEW BUSINESS

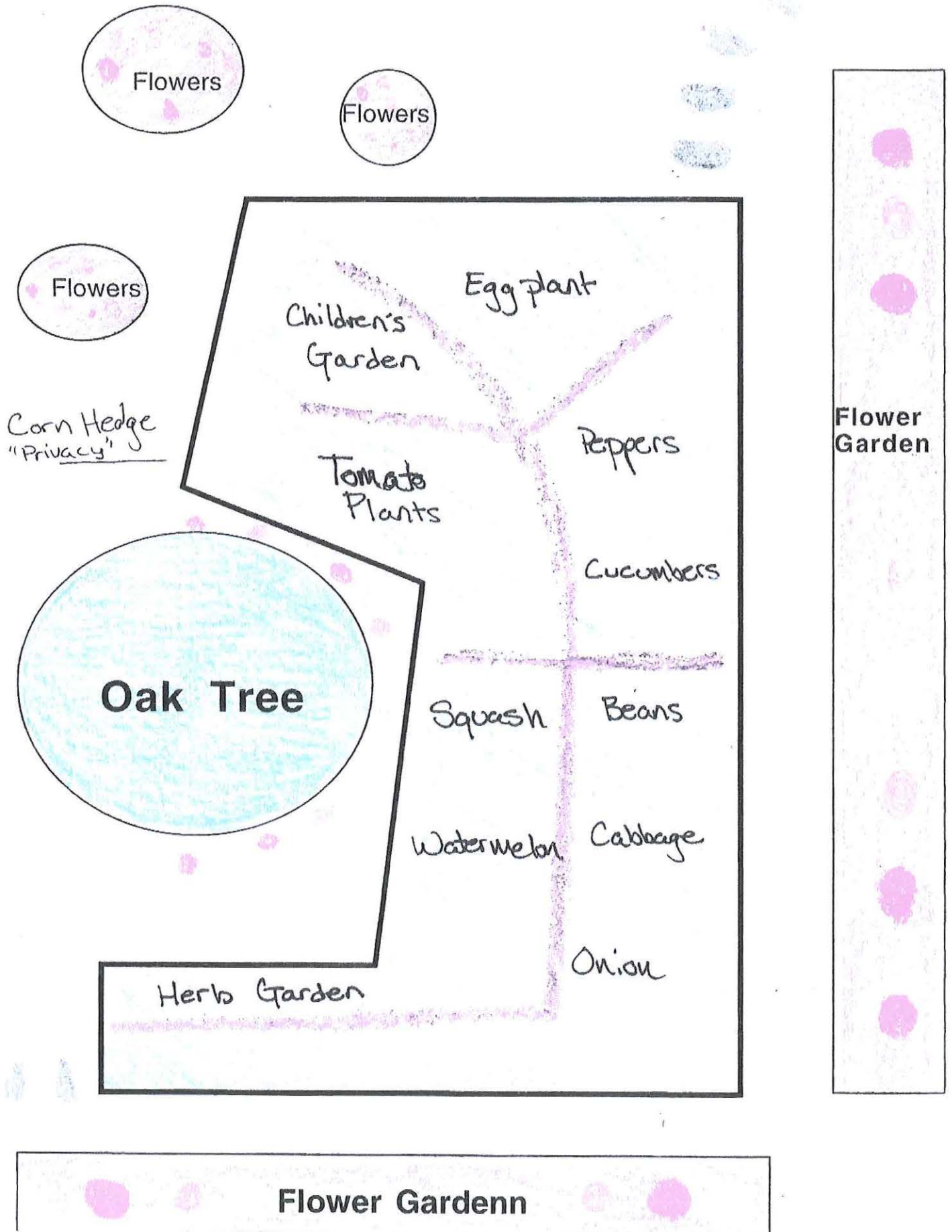
1728 & 1734 Terrace & 274 E. Larch Request to allow Sacred Suds to maintain and utilize City-owned residential property located at 1728 & 1734 Terrace & 274 E. Larch for a Community Garden. Josh Holwerda, McLaughlin-AmeriCorps Community Director, and Sarah Rinsema-Sybenga of Sacred Suds, have submitted a request for the use of City-owned residential property located at 1728 & 1734 Terrace and 274 E. Larch. The properties are adjoining, and combined equal one buildable lot with dimensions of approximately 90 ft. x 141.50 ft. The property is located at the northeast corner of Terrace and E. Larch. Sacred Suds is located at 289 E. Larch, which is diagonally across from the property. There are many people in the neighborhood who will be participating in the garden. The applicant provided a drawing of the proposed garden layout. The City would still retain the rights to sell the property for the construction of a single family home. Staff has been informed that there will be no permanent seating or structures on the property. Should the applicant hold any kind of event that requires seating, the applicants will set it up before the event and remove it once the event is completed. The equipment that will be used to maintain the property will be located at Sacred Suds and Bethany CRC on Terrace Street. There will be weekly activities on the garden property with various "weeding parties" as well as events, programs, and talent shows. The applicant has stated that they have gone door-to-door to invite everyone in the neighborhood to take part in the garden and related activities. Staff has also sent letters to everyone within 300 feet of the property and the McLaughlin Neighborhood Association, inviting them to the meeting should they have any concerns or questions. Staff has received phone calls in favor of the request from Ms. Gallion and Mr. Sampsell of 1696 Terrace and Ms. Bowman of 1703 Terrace. Staff has also received letters in support of the garden from the McLaughlin Neighborhood Association, Catholic Human Development Outreach, B. Young of 1468 Terrace, Bill & Jane Buthker of 1458 Terrace, and Harry and Rose Mikesell of 1495 Terrace. The new owners of Rykes Bakery, Mr. and Mrs. Rouwhorst sent an e-mail in favor of the request.

C. Shepherd stated that she had recently been to a McLaughlin Neighborhood meeting and liked what she heard about the garden plans. She asked about trees on the lot. J. Holwerda stated that the large old oak tree on the property that added character to the property. It could hinder some sunlight but they would plant accordingly. They had talked about planting trees on the lot in memory of two individuals involved in the McLaughlin Neighborhood who had recently passed away. However, since the City retained the right to sell the lots they didn't want to have to worry about the trees being taken down. They decided to put those trees on Bethany Church's property instead. R. Allen asked if a copy of the maintenance agreement would need to go before the Planning Commission. H. Mitchell stated that it would require approval from the City Commission. R. Allen didn't think that the agreement should include J. Holwerda as an individual due to liability reasons. R. Allen asked that the maintenance agreement be corrected to reflect Sacred Suds as the responsible party. The board members concurred. K. Davis asked how they planned to water the garden. J. Holwerda stated that they could run a hose from the Sacred Suds property, but he was also working with the City about having a spicket installed on the garden lots instead. Watering of the property has been budgeted in their plan. K. Davis suggested that if the spicket were installed, he should see about having a meter just for the garden so that they would only be charged for the water and not any sewer charges.

A motion to recommend to the City Commission approval of the request to allow Sacred Suds to maintain and utilize the City owned residential property located at 1728 & 1734 Terrace & 274 E. Larch for a community garden was made by K. Davis, supported by C. Shepherd and unanimously approved.

S. Rinsema-Sybenga thanked the McLaughlin residents who attended the meeting.

1728 + 1734 Terrace + 274 E Larch
Sacred Suds



TERRACE ST.

Overall Vision

The overall vision of the Sacred Suds Garden is to create a positive community environment by partnering with neighbors, churches, and other community organizations. The Sacred Suds Garden is located in the McLaughlin neighborhood which is in downtown Muskegon, Michigan. We are a neighborhood made up of 43% Caucasians, 45% African-Americans, and a new population of 8% Hispanics. With many unemployed or working poor in the neighborhood, we see nothing but resources in mobilizing our neighbors in creating something positive for them to come around and take ownership for. The median household income in the McLaughlin neighborhood is \$20,251, which starkly contrasts to \$27,929 in the City of Muskegon, and \$38,008 in Muskegon County. According to the last Census, there are 677 rental units in our neighborhood alone, totally over 50% of total housing in the McLaughlin neighborhood. The total number of children under the age of 18 in the McLaughlin neighborhood is 10,340, which equals nearly 36% of the total population here. As you can see, we are in need of programs such as the Community Garden Project because there is a high calling to this neighborhood in terms of bridging the gaps of poverty, age, and race.

In my community walks and dialogues with neighbors I have found more interest in the garden and that expresses to me a need to expand the garden so that we can have more neighborhood participation. I then was able to make up a committee of people from around our neighborhood and churches to come together and "flesh out" more of what this garden will look like for this spring and summer.

Goals

The committee and I have come up with many ideas that we would like see happen for this summer. These events would take place on the garden property.

- Ice Cream Social
- Talent Show
- Music Festival
- Healthy-Eating Classes
- BBQ
- Reading Program for Youth
- Poetry Slam & Art Show

With many talents and gifts already present in our McLaughlin neighborhood, it is our goal that we make sure everyone is able and capable of bringing their gifts to the garden and utilizing those gifts for community building. We will also be open for new ideas that could surface throughout this time and during the summer.

Objectives

Our purpose in promoting a garden with many other goals in mind is to create a sense of community that is accessible to all with diverse interests and talents. We can teach cooperation between neighbors, churches, and other community organizations by working together in hopes of bringing people together. Also, we as a community can create social awareness by having the

neighbors learn about healthy eating or having our young people express themselves in the gift of song, dance, art, and poetry. This garden will not be a garden that our grandmothers had but a garden centered around various community activities and opportunities. The Sacred Suds Garden will be a community "HOT SPOT" in which there can be positive interactions between people both young and old, rich and poor, and of all ethnic groups. At the end of the 2006 summer we has a committee and a community want to see more excitement for neighborhood activities, beautification programs, healthy-living classes, and youth development.

Garden Plans

We have a great way to welcome anyone or any group into the community garden. Last year and also this year we will be making up "starter kits" with seeds or seedlings already packaged up into individual kits so that people do have something to start with if they do not know what they want to plant. Such plants will include:

- Various types of Tomatoes
- Eggplant
- Peppers
- Cabbage
- Onion
- Acorn and Summer Squashes
- Green and Wax Beans
- Pumpkin
- Watermelon
- Raspberry and Blueberry Bushes
- Herbs: Rosemary, Basil, Thyme
- Flowers: Inpatients, Marigolds, Mums, etc.

The committee wants to promote this garden as a place for anyone to come and to help work and garden this plot of land. This could be any one member from the community or maybe a community organization. Either way, participants of the garden will be asked to donate part of their harvest to go towards a end of the year Harvest Festival for everyone in the neighborhood. Anything else that each participant chooses to grow is there's to do with what they please.

Community Involvement

So far community involvement has been going well with the committee hosting mini-meetings to gage neighbors interest as well as hosting meetings with other churches or neighborhood organizations. We have another Sacred Suds Garden meeting scheduled for **April 11, 2006 @ 5:00pm.**

I am expecting about 10-15 people that will be directly involved in planning processes and overseeing of the garden. These people will be responsible for things such as:

- Watering the garden
- Weeding Parties

- Making sure youth attend fun days
- Facilitating programs

I am expecting anywhere between 30-40 people that will be indirectly involved. These would be people who would be involved with the garden but as attendees or participants. They could be kids, teens, and adults from the McLaughlin Neighborhood.

This is a great way for our neighborhood to grow and to gain some empowerment. We have many people and organizations coming together to work and participate on this garden and with each group comes ways to incorporate some of what they do into the garden. Such groups will include:

- Bethany Christian Reformed Church
- The Vineyard Church
- Agape Church of God in Christ
- Full Life Deliverance
- New Life Congregational
- McLaughlin Neighborhood Association
- Neighbors
- Jesus Children Program
- AmeriCorps Members

There will be many opportunities for service learning because of the various organizations participating. We plan on having youth service days in which youth will volunteer and help with the garden and this will engage the youth from places like McLaughlin Elementary, JCP, neighbors, and Muskegon Highschool. By having a community garden we hope that the skills of taking care of a piece of land and beautifying the neighborhood will rub off on people and then they can take these skills and incorporate that into their own homes.

We want to have as many youth programs as possible this year and that can be anything from "Reading in the Garden" to Talent shows. Some of my fellow AmeriCorps members plan to take their youth to the garden to teach them about growing, cultivating, and selling product. Along the same lines, a group of Latino women intend on growing vegetables that could be used in salsa. They want to then sell that salsa to local businesses in the community to generate some income.

Date: April 11, 2006
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Grant Application for Transportation Economic Development Fund
Category F

SUMMARY OF REQUEST:

Authorize staff, by adopting the attached resolution, to submit a Transportation Economic Development Fund Category - F Grant application requesting funds for the reconstruction of Park Street between Hackley & Young. This project, if approved, will be submitted as a joint application between the City and Muskegon Heights since the street is equally owned by both communities. Local share, which is estimated at \$48,000, for the project will be equally divided between the two cities with each picking up \$24,000 plus one half of the engineering cost.

FINANCIAL IMPACT:

The estimated construction share of \$24,000 plus one half of the engineering cost.

BUDGET ACTION REQUIRED:

None at this time. However, should you authorize the submittal; the project will appear on the upcoming CIP for 2007.

STAFF RECOMMENDATION:

Authorize staff to submit the grant application.

COMMITTEE RECOMMENDATION:

Resolution No.
2006-34(e)
MUSKEGON CITY COMMISSION

RESOLUTION APPROVING APPLICATION TO THE STATE OF MICHIGAN
TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, the Michigan Department of Transportation has made available grant funding for the roadway project deemed necessary to advance economic development projects; and

WHEREAS, the City of Muskegon desires to continue the improvements of its major street system; and

WHEREAS, preliminary cost estimates associated with each project have been identified,

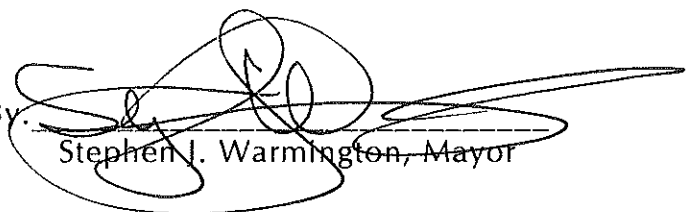
NOW, THEREFORE, BE IT RESOLVED, that Staff is authorized to submit application to the Michigan Department of Transportation - Transportation and Economic Development Corporation in various amounts to be matched with local resources.

Resolved this 11th day of April, 2006

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

Nays: None

Abstentions: None

By: 

Stephen J. Warmington, Mayor

CERTIFICATION
2006-34(e)

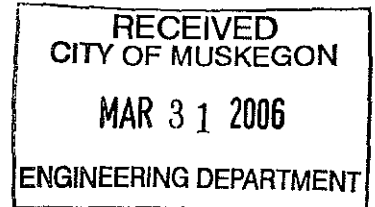
This resolution was adopted at a regular meeting of the City Commission, held on April 11, 2006. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By: _____


Gail A. Kunding, MMC
City Clerk

MUSKEGON HEIGHTS CITY COUNCIL



RESOLUTION APPROVING ENGINEERING SERVICES FROM THE CITY OF MUSKEGON FOR THE RECONSTRUCTION OF PARK STREET FROM HACKLEY TO YOUNG AVENUE.

WHEREAS, the City of Muskegon Heights desires to continue the improvement of its major street system; and

WHEREAS, the Michigan Department of Transportation has made available grant funding in the form of Category F funds for 2007 road improvements that provide system continuity and maintain all season systems to enhance economic development; and

WHEREAS, Park St. from Hackley to Young Ave. is eligible for Category F funds; and

WHEREAS, the City of Muskegon Heights staff has applied to the Michigan Department Of Transportation for Category F funding for Park St. from Hackley to Young Ave.; and

WHEREAS, Park Street from Hackley to Young Avenue is under the joint jurisdiction of the City of Muskegon Heights and the City of Muskegon on a 50% basis; and

WHEREAS, the reconstruction cost to improve Park Street is estimated at \$240,000 and the local share is estimated to be 20% of the total cost or \$48,000; and

WHEREAS, the \$48,000 local share of the Park St. project will be shared equally by the City of Muskegon Heights and the City of Muskegon at \$24,000 each; and

WHEREAS, the engineering for design and construction of the Park St. project is estimated to be 15% of the reconstruction cost or \$36,000; and

WHEREAS, the engineering cost of \$36,000 will be shared equally by the City of Muskegon Heights and the City of Muskegon at \$18,000 each; and

WHEREAS, the City of Muskegon's Engineering Department has the staff to perform and is willing to do the engineering for the Park Street project.

NOW, THEREFORE BE IT RESOLVED that the City of Muskegon Heights authorizes the City of Muskegon's Engineering Department to prepare the necessary plans and specifications for the Park Street reconstruction project from Hackley to Young Ave upon award of the Category F grant from the Michigan Department of Transportation.

Gordana Buckner
City Clerk

March 27, 2006
Date

Rillastine R. Wilkins
Mayor Rillastine Wilkins

3-27-06
Date

Date: April 11, 2006
To: Honorable Mayor and City Commissioners
From: Engineering
RE: City – Michigan Department of Transportation
Agreement for:
Non-Motorized Pathway, Bike Path Phase I
(McCracken Street to Shoreline Drive)

SUMMARY OF REQUEST:

To approve the attached contract With Michigan Department of Transportation for the construction of a Non-Motorized Pathway (bike path phase I) from McCracken Street to Shoreline Drive and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

Michigan Department of Transportation's participation of federal money is capped at \$799,370 but not to exceed 50% of eligible cost. The estimated total construction cost (with engineering) of the project, including the state's department of natural resources (MDNR) grant, is \$1,800,000.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

That the attached agreement and resolution be approved.

COMMITTEE RECOMMENDATION:

RESOLUTION 2006-34(f)

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE CONSTRUCTION OF A NON-MOTORIZED PATHWAY (BIKE TRAIL PAHSE I) FROM McCRACKEN STREET TO SHORELINE DRIVE ALONG WITH CONTRACTOR STAKING TOGETHER WITH OTHER NECESSARY RELATED WORK ITEMS AND AUTHORIZATION FOR MAYOR STEPHEN J. WARMINGTON AND CITY CLERK GAIL A KUNDINGER TO EXECUTE SAID CONTRACT

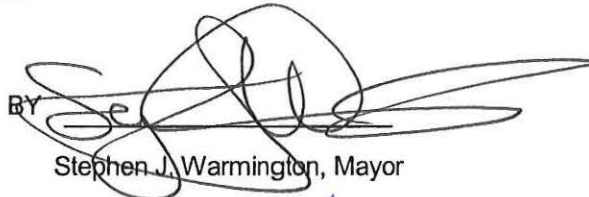
Moved by Commissioner Davis and supported by

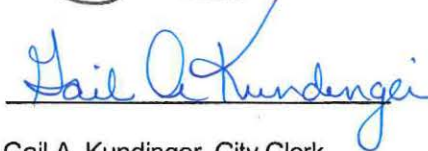
Commissioner Carter that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **06-5010** between the Michigan Department of Transportation and the City of Muskegon for the construction of A NON-MOTORIZED PATHWAY (PHASE I) within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **06-5010** 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.

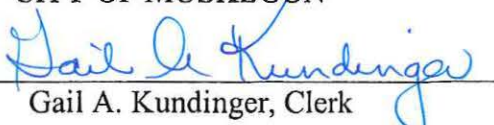
Adopted this 11th day of April, 2006.

BY 
Stephen J. Warmington, Mayor

ATTEST 
Gail A. Kunderger, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on April 11, 2006. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON
By 
Gail A. Kunderger, Clerk



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

April 26, 2006

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

Dear Ms. Kunding:

RE: MDOT Contract Number: 06-5010
Control Section: STE 61153
Job Number: 83645

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

Sincerely,

Vanessa Skym
Contract Processing
Design Support Area

Enclosure

cc: B. Kadzban
Grand Region
Project Accounting, Financial Operations Division

cc: Engineering

STP

DIR

Control Section	STE 61153
Job Number	83645
Project	STP 0661 (005)
Federal Item No.	LL 0312
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	06-5010

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of APR 26 2006, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 9, 2006, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Non-motorized pathway work along Lakeshore Drive from McCracken Street to Shoreline Drive; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Contractor staking work for the non-motorized pathway along Lakeshore Drive from McCracken Street to Shoreline Drive; and all together with necessary 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 ENHANCEMENT ACTIVITIES
SURFACE TRANSPORTATION PROGRAM

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

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

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

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

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

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

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

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

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

A. At no cost to the PROJECT or to the DEPARTMENT

(1) Design or cause to be designed the plans for the PROJECT.

- (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.
- B. Within 10 days of 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.
 - D. Within 60 days of completion of the PROJECT, prepare and submit a project report in accordance with current DEPARTMENT requirements. Said report & notification shall be submitted to:

Jacqueline G. Shinn, Transportation Enhancement Administrator
Office of Economic Development and Enhancement
425 West Ottawa, P.O. Box 30050
Lansing, Michigan 48909
Phone: (517) 335-1069

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

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

PART A

Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 50 percent up to an amount not to exceed \$799,370. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

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

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

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

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

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

7. 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 for the construction of bikeways, 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 bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

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 insuring 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 REQUESTING PARTY agrees to perform or cause to be performed, at no cost to the DEPARTMENT, 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 Enhancement 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

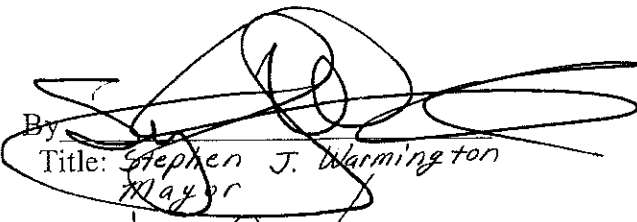
17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

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

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

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

CITY OF MUSKEGON

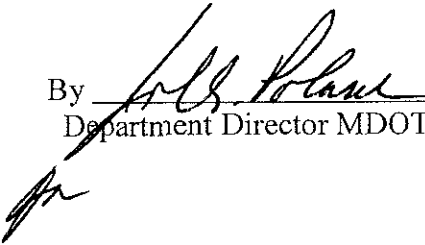
By 

Title: Stephen J. Warmington
Mayor

By Gail A. Kunding

Title: Gail A. Kunding
City Clerk

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By 

Department Director MDOT



March 9, 2006

EXHIBIT I

CONTROL SECTION STE 61153
JOB NUMBER 83645
PROJECE STP 0661 (005)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,782,300	\$6,200	\$1,788,500

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,782,300	\$6,200	\$1,788,500
Less Federal Funds*	\$ 799,370	\$ -0-	\$ 799,370
BALANCE (REQUESTING PARTY'S SHARE)	\$ 982,930	\$6,200	\$ 989,130

*Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 50 percent up to an amount not to exceed \$799,370.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$25,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

- a. Agencies expending a total of \$300,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

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

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

March, 1998

APPENDIX B

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

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

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

Date: April 11, 2006
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Denmark, Crozier to Lakeshore Drive. (H-1613)

SUMMARY OF REQUEST:

Award the paving, using the concrete alternate for the block between Harrison & Lakeshore, and underground utility construction contract (H-1613) for the reconstruction of Denmark between Crozier & Lakeshore Drive to Wadel Stabilization out of Hart since they were the lowest, see attached alternate bid tabulation, responsible bidder with a bid price of \$454,897.70.

FINANCIAL IMPACT:

The construction cost \$454,897.70 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to Wadel Stabilization

COMMITTEE RECOMMENDATION:

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission
FROM: Department of Public Works
DATE: April 11, 2006
SUBJECT: Aggregates, Highway Maintenance Materials and Concrete

SUMMARY OF REQUEST:

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

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

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

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

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

Award bid to supply screened top soil to Felco Contractors, 874 Pulaski Ave., Muskegon, MI 49441

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

FINANCIAL IMPACT:

\$146,500 based on 2005 quantities at 2006 quotes.

BUDGET ACTION REQUIRED:

None; monies appropriated in several budgets.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

To: The City Commission Through The City Manager
From: Robert H. Kuhn, Director of Public Works
Date: March 29, 2006
Subject: 2006 Aggregates, Highway Maintenance Materials, and Concrete

Requests for bids to provide road maintenance materials were solicited in *The Chronicle* and from vendors on file. It is recommended that the vendor in bold print supply Public Works with product as needed in 2006. Moneys have been appropriated for these purchases.

500 ton H1 & H2 Limestone Chip Blend (\$14.25 in 2005; \$656.94)

Verplank Trucking Co. PO Box 8, Ferrysburg, MI 49409 **\$16.75 per ton, delivered**

9,000 ton Road Slag 22-A Natural (\$9.35 in 2005; \$40,232.01)

Verplank Trucking Co. PO Box 8, Ferrysburg, MI 49409 **\$9.65 per ton, delivered**

Meekhof's Lakeside Dock 16861 120th Ave., Nunica, MI 49448 \$10.25 per ton, delivered

Verplank Trucking Co. PO Box 8, Ferrysburg, MI 49409 \$7.75 per ton, delivered, gravel

500 tons SylvaX Patching Materials – UPM-CP-7, or ASTM Specification C-136 #9 or Statite CP-6, or similar product (\$51.00 in 2005; \$12,503.17)

Asphalt Paving, Inc. 1000 E. Sherman Boulevard, Muskegon MI 49444-0190 **\$61.00 per ton, delivered**

Rieth-Riley Construction Co. 867 Egypt Valley, Ada MI 49301 \$69.00 per ton, delivered

200 ton Bituminous Asphalt 4:12, Base (\$34.00 in 2005; \$1,977.10)

Asphalt Paving, Inc. 1000 E. Sherman Boulevard, Muskegon MI 49444-0190 **\$45.00 per ton, picked up**

Rieth-Riley Construction Co. 867 Egypt Valley, Ada MI 49301 \$34.00 per ton, picked up

Note: Bid award based upon location. Requires approximately 2 hours travel time, keeping one/two employees unavailable during this time. Also do not have the equipment needed to keep the asphalt hot from Ada to Muskegon.

1,000 ton Bituminous Asphalt 4:12, Top (\$35.00 in 2005; \$21,015.40)

Asphalt Paving, Inc. 1000 E. Sherman Boulevard, Muskegon MI 49444-0190 **\$45.00 per ton, picked up**

Rieth-Riley Construction Co. 867 Egypt Valley, Ada MI 49301 \$34.00 per ton, picked up

85,000 gallons Calcium Chloride 38% (road brine) (\$0.39 in 2005; \$30,717.25)

Liquid Dustlayer, Inc. P.O. Box 188, Manistee, MI 49660 **\$0.43 per gallon, spread**

15,000 gallons Calcium Chloride 32% (winter salting) (\$0.32 in 2005; \$0)

Liquid Dustlayer Inc. P.O. Box 188, Manistee, MI 49660 **\$0.36 per gallon, stored**

Screened Top Soil (\$11.05 in 2005; \$470.00)

Felco Contractors, Inc.	874 Pulaski Ave., Muskegon, MI 49441	\$10.00 per cubic yard, delivered
Verplank Trucking Co.	PO Box 8, Ferrysburg, MI 49409	\$11.05 per cubic yard, delivered
Jackson-Merkey Contractors	555 E. Western Ave., Muskegon, MI 49442	\$11.85 per cubic yard, delivered
Meekhof's Lakeside Dock	16861 120 th Ave., Nunica, MI 49448	\$12.39 per cubic yard, delivered

Concrete mix as needed (7 Sack Mix \$74.00* in 2005, \$38,927.25)

Port City Redi-Mix	\$80.00 per cubic yard, 7 Sack Mix, delivered*
1780 Sheridan Road, Muskegon, MI 49442	

Consumers Concrete	\$79.00 per cubic yard, 7 Sack Mix, delivered
4400 E. Evanston Avenue, Muskegon MI 49442	

Note: Bid award based upon lower small load charges (\$40/\$50) and no charges for separate drops at multiple sites (\$0/\$50).

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

Date: April 11, 2006
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Public Hearing
Create a Special Assessment District for:
FIFTH ST., MERRILL AVE. TO MUSKEGON AVE.

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment for **FIFTH ST., MERRILL AVE. TO MUSKEGON AVE.**, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project

FINANCIAL IMPACT:

None at this time.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To create the special assessment district and assign two City Commissioners to the Board of Assessors by adopting the attached resolution

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2006-35(a)

Resolution At First Hearing Creating Special Assessment District
For **FIFTH ST., MERRILL AVE. TO MUSKEGON AVE.**
Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **April 11, 2006** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **April 11, 2006**, there were 12.72 % objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all assessable expenses and determines them to be reasonable.
2. The City Commission has considered the value of the property to be assessed and the value of the benefit to be received by each property proposed to be assessed in the district after the improvements have been made. The City Commission determines that the assessments of costs of the City project will enhance the value of the properties to be assessed in an amount at least equivalent to the assessment and that the improvement thereby constitutes a benefit to the property.

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include the property set forth in Exhibit A attached to this resolution.
2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.
3. The City Commission hereby appoints a Board of Assessors consisting of City

Commissioners Spataro and Shepherd
and the City Assessor who are hereby directed to prepare an assessment roll.
Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **24.69%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

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

Nays None

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **April 11, 2006**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, Clerk

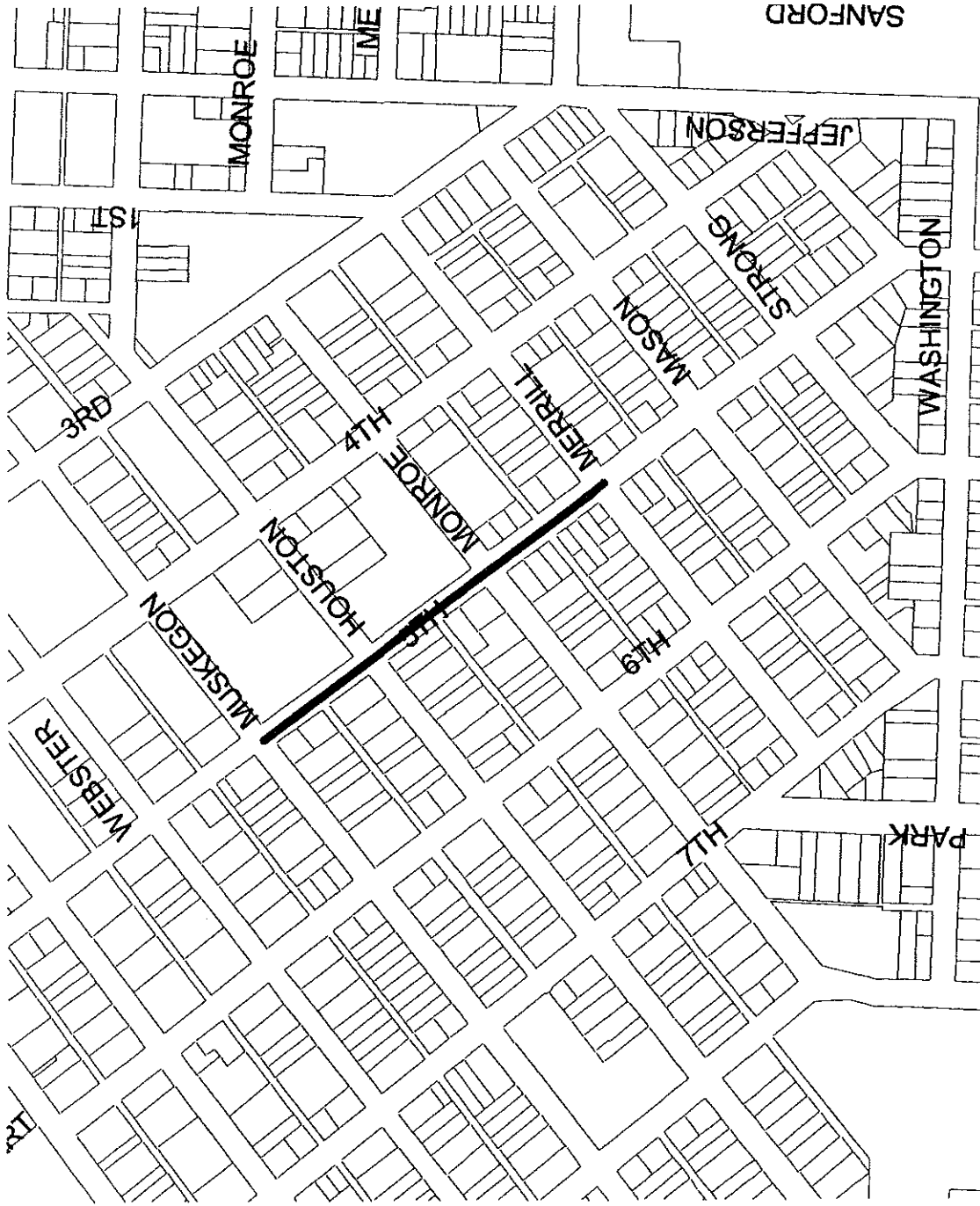
EXHIBIT A

FIFTH ST., MERRILL AVE. TO MUSKEGON AVE.

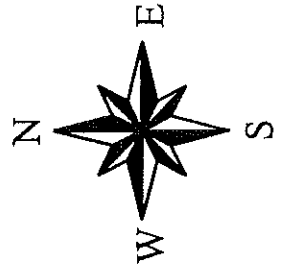
SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of Fifth St. from Merrill Ave. to Muskegon Ave.

5th Street - Merrill to Muskegon



5th Street Project



AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

Fifth St., Merrill Ave. to Muskegom Ave.

THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 31st DAY OF MARCH, 2006.



GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
14th DAY OF April, 2006.



NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES 9-25-06

CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
SPECIAL ASSESSMENT DISTRICTS

IN AN EFFORT TOWARDS NEIGHBORHOOD IMPROVEMENT, the Muskegon City Commission is proposing that a special assessment districts be created for the following project:

FIFTH ST., MERRILL AVE. TO MUSKEGON AVE.

The specific location of the special assessment district and the properties proposed to be assessed is:

All parcels abutting Fifth St. from Merrill Ave. to Muskegon Ave.

The City Commission proposes that the City and property owners by means of special assessments will share the cost of improvement. You may examine preliminary plans and cost estimates in the City Hall's Engineering Department during regular business hours - between 8:00 A.M. and 5:00 P.M. on weekdays, except holidays.

PLEASE TAKE NOTICE: A PUBLIC HEARING WILL BE HELD IN THE MUSKEGON CITY COMMISSION CHAMBERS ON **APRIL 11, 2006 AT 5:30 O'CLOCK P.M**

PLEASE UNDERSTAND THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED (AT A LATER HEARING) YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE ROLL'S CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING OR AT THE HEARING CONFIRMING THE ROLL, EITHER IN PERSON, BY YOUR AGENT OR REPRESENTATIVE, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

By City Charter, if the owners of more than one-half of the property to be assessed shall object to the assessment in writing at or before the hearing, the improvement shall not be made unless the City Commission determines by affirmative vote of all its members that the safety or health of the public necessitates the improvement.

PUBLISH: **April 1, 2006**

Gail Kunding, City Clerk

ADA POLICY

The City will provide necessary appropriate auxiliary aids and services, for example, signers for the hearing impaired, audiotapes for the visually impaired, etc., for disabled persons who want to attend the meeting, upon twenty-four hours notice to the City. Contact:

Gail A. Kunding, City Clerk
933 Terrace Street, Muskegon, MI 49440
(231) 724-6705 or TDD (231) 724-6773

ENGINEERING FEASIBILITY STUDY

For

FIFTH ST., MERRILL AVE. TO MUSKEGON AVE.

The reconstruction of Fifth St. between Merrill Ave. & Muskegon Ave., see attached exhibit for location, was initiated by the City to enhance the link between the downtown area and the adjacent neighborhood to the south of Merrill Ave. in general and the conditions of the pavement, drainage facilities and other underground utilities (water & sewer) made this section of road a prime project. The existing pavement has deteriorated to a level where, we believe, a total reconstruction is necessary. The proposed improvements (reconstruction) consist of following;

1. Complete removal of existing pavement and replacement with a new asphalt street section that would include curb & gutter without any changes to the width.
2. Water & Sanitary Services replacement and upgrades where necessary.
3. Storm sewer replacement (drainage facilities)
4. Landscaping items/sidewalk modifications

A memo from the Assessor's office, which addresses the appraisal and benefit information, is attached.

The preliminary cost estimate for the work associated with paving is \$191,000.00 with the length of the project being approximately 1,000 lineal feet (project length) or 1,451' of assessable footage. This translates into an estimated improvement cost of \$32.50 per assessable foot. The assessment figure will be at a cost not to exceed \$32.00 per assessable foot as established in the 2006 Special Assessment Rates for this type of improvement

March 13, 2006

Mohammed Al-Shatel, City Engineer
City of Muskegon
933 Terrace Street
Muskegon, MI 49443

Mr. Al-Shatel:

In accordance with your request, I have examined the proposed special assessment district entailing the reconstruction of Fifth Street between Merrill Street and Muskegon Avenue. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date is March 13, 2006.

In conclusion, it is my opinion that the special assessment amounts justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. As previously presented, the proposed special assessment district encompasses primarily residential properties. The front foot rate of \$32.50 for the reconstruction of the above mentioned project area appears reasonable in light of an analysis that indicates a possible enhancement of \$34.25. The conclusions are based upon the data presented within this limited analysis in restricted format, and on supporting information in my files.

Sincerely,

A handwritten signature in cursive script, reading "Heather Singleton".

Heather Singleton, CMAE 2

Appraiser

March 31, 2006

OWNERS NAME

OWNERS ADDRESS

OWNERS CITY , OWNERS STATE, OWNERS ZIPCODE 1

The City of Muskegon is asking for your support for improvement of the street adjoining your property located at PROPERTY ADDRESS.

The City of Muskegon believes that by making the proposed street improvements you will have less road noise, dust, and wear and tear on your vehicle. In addition, street improvements provide easier access for delivery of services such as snow plowing, mail delivery, and bus service.

Called a special assessment district, the largest percentage of the proposed street improvement will be paid for by the City of Muskegon (via local funds and or grants); however, it will be necessary for you to cover a share of the cost (which you can spread over a period of ten years) based on the amount of property you own bordering the street. A description of the project, including the associated cost to you and the City, is located in the documents attached to this letter.

While the City of Muskegon believes that the proposed improvements will result in a safer and cleaner street while adding curb appeal to your property, you do have the right to ask further questions or protest participation in this particular project. Please carefully review the enclosed materials and call the City's Engineering Department at 724-6707 if you require more information.

A public hearing is also scheduled for this project on APRIL 11, 2006. If you attend this public hearing you will be given an opportunity to make comments on the proposed special assessment district to the commission.

Also located in this packet of materials is a Special Assessment Hearing Response Card. If mailed back to the City of Muskegon City Clerk's Office before the scheduled public hearing your vote will be added to the tabulation of votes during the public hearing. If you do not send in this form your vote counts as "in favor" of the project.

Thank you for your participation in improving the quality of life in the Muskegon community.

March 31, 2006

OWNERS NAME
OWNERS ADDRESS
OWNERS CITY, OWNERS STATE OWNERS ZIPCODE 1

Parcel Number 24-XXX-XXX-XXXX-XX: at PROPERTY ADDRESS & STREET

NOTICE OF HEARING ON SPECIAL ASSESSMENT

Dear Property Owner:

The Muskegon City Commission is considering whether or not to create a special assessment district which would assess your property for the following paving project:

FIFTH ST., MERRILL ST. TO MUSKEGON AVE.

The proposed special assessment district will be located as follows:

All parcels abutting Fifth St. from Merrill Ave. to Muskegon Ave.

It is proposed that a portion of the above improvement will be paid by special assessment against properties in the aforementioned district. Following are conditions of the proposed special assessment which are important to you.

Public Hearings

An initial public hearing to consider the creation of a special assessment district will be held at the City of Muskegon City Commission Chambers on APRIL 11, 2006 at 5:30 P.M. You are encouraged to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the proposed special assessment. We are enclosing a Hearing Response Card for you to indicate your agreement or opposition to the special assessment. This card includes the property identification and description, assessable footage per City policy, and the estimated cost of the assessment. You may also appear, as above, in lieu of, or in addition to mailing your response card to the City Clerk. Written objections or appearances must be made at or prior to the hearing. NOTE: THE SPECIAL ASSESSMENT WILL BE CREATED OR NULLIFIED AT THIS HEARING. IT IS IMPORTANT FOR YOU TO COMMENT AT THIS HEARING IF YOU WANT YOUR OPINION COUNTED FOR THE SPECIAL ASSESSMENT.

A second public hearing will be held, if the district is created, to confirm the special assessment roll after the project is completed. You will be mailed a separate notice for the second hearing. At this second hearing the special assessment costs will be spread on the affected properties accordingly. YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT AMOUNT AGAINST YOUR PARCEL EITHER IN WRITING OR IN PERSON AT THIS HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED AT THE SECOND HEARING, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THE INITIAL HEARING OR AT THE SECOND HEARING CONFIRMING THE ROLL, EITHER IN PERSON, BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

By City Charter, if the owners of more than one-half of the properties to be assessed shall object to the assessment in writing at or before the hearing, the improvement shall not be made unless the City Commission determines by affirmative vote of all its members that the safety or health of the public necessitates the improvement.

Estimated Costs

The total estimated cost of the street portion of the project is \$191,000.00 of which approximately 24.69% (\$47,157.50) will be paid by special assessment to property owners. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

The street assessment, which covers improvements to the roadway, may be paid in installments over a period of up to ten (10) years. Any work on drive approaches or sidewalks will be assessed to the property at actual contract prices and these costs may also be paid in installments over ten (10) years. Please note this work is in addition to the street special assessment.

Please refer to the enclosed sheet entitled Special Assessment Payment Options for more information on the payment options and financial assistance programs available.

I urge you to return the enclosed hearing response card indicating your preference and to attend the scheduled public hearing. Your views are important to the City and to your neighbors. Additional information, including preliminary project plans and cost estimates is available in the Engineering Department located on the second floor of City Hall. Regular business hours are from 8:00 A.M. to 5:00 P.M. Monday through Friday except holidays.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mohammed Al-Shatel".

Mohammed Al-Shatel, P.E.
City Engineer

Special Assessment Payment Options

Property owners in the City of Muskegon who are being specially assessed for street, sidewalk or other public improvements may pay their assessment in the following ways:

I. Lump Sum Payment in Full

Assessments may be paid in full within sixty (60) days of the confirmation of the special assessment roll *without interest*.

II. Installment Payments

Assessments not paid within the first sixty (60) days may be paid in installments over several years as follows:

Street and Alley Assessments – Ten (10) years equal annual principal payments. For example, if the amount of your assessment is \$850.00, you will be billed \$85.00 per year plus applicable interest as described below.

Driveway, Sidewalk, and Approach Assessments - Ten (10) years equal annual principal payments plus applicable interest as described below.

Interest – Simple interest is charged at the rate of 5.00% per year *unless* the City has borrowed money to complete the project for which you are assessed and has pledged you assessments for repayment of the borrowed money. In such cases, the interest you are charged is equal to the interest rate the City must pay on the borrowed money plus 1.00%.

III. Special Assessment Deferral (Low Income Seniors and Disabled Persons)

To qualify for a special assessment deferral you or your spouse (if jointly owned) must:

- Be 65 years or older or be totally or permanently disabled.
- Have been a Michigan resident for five (5) years or more and have owned and occupied the homestead being assessed for five (5) years or more.
- Be a citizen of the U.S.
- Have a total household income not in excess of \$16,823.00
- Have a special assessment of \$300.00 or more.

Under this program the State of Michigan will pay the entire balance owing of the special assessment, including delinquent, current, and further installments. At the time of payment a lien will be recorded on your property in favor of the State of Michigan. Repayment to the State must be made at the time the property is sold or transferred or after the death of the owner(s). During the time the special assessment is deferred interest is accrued at the rate of 6.00% per year.

IV. Further Information About the Above Programs

Further information about any of the above payment options may be obtained by calling either the **City Assessor's Office at 724-6708** or the **City Treasurer's Office at 724-6720**. Applications may be obtained at the Muskegon County Equalization Office in the Muskegon County building or City of Muskegon Assessor's Office in City Hall.

V. Additional Special Assessment Payment Assistance

Qualified low and moderate income homeowners who are being assessed may be eligible for payment assistance through the City of Muskegon Community Development Block Grant (CDBG) Program. Assistance from this program will be available to the extent that funds are available. To obtain further information and determine whether you are eligible, contact the **Community and Neighborhood Services Department at 724-6717**.

CITY OF MUSKEGON
5th St., MERRILL AVE. TO MUSKEGON AVE. H 1604
CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT

HOUSEHOLD INFORMATION

Name: _____ Birthdate: _____ Social Security # _____ - _____ - _____
Spouse: _____ Birthdate: _____ Social Security # _____ - _____ - _____
Address: _____ Phone: _____ Race: _____
Parcel # _____ Owner/Spouse Legally Handicapped Or Disabled? () Yes () No

(Please refer to your assessment letter for this information)

Number Living in Household: _____ List information for household members besides owner/spouse here.

Name _____	Birthdate _____	Social Security # _____ - _____ - _____
Name _____	Birthdate _____	Social Security # _____ - _____ - _____
Name _____	Birthdate _____	Social Security # _____ - _____ - _____
Name _____	Birthdate _____	Social Security # _____ - _____ - _____

INCOME INFORMATION

ANNUAL Household Income: \$ _____ **Wage earner:** _____
(Must include all household income)
_____ **Wage earner:** _____
_____ **Wage earner:** _____
_____ **Wage earner:** _____
Total: \$ _____

PROPERTY INFORMATION

Proof Of Ownership: () Deed () Mortgage () Land Contract
Homeowner's Insurance Co: _____ **Expiration Date:** _____
Property Taxes: () Current () Delinquent Year(s) Due
(Property taxes must be current to qualify and will be verified by CDBG staff)

OWNER'S SIGNATURE

Owner's Signature: _____ **Date:** _____
By signing this application, the applicant verifies he/she owns and occupies the dwelling. The Applicant/Owner certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Applicant/Owner's knowledge and belief. The property owner's signature will be required prior to the application being processed. **NO APPLICATION WILL BE ACCEPTED AFTER CONFIRMATION**

FOR OFFICE USE ONLY

APPROVED () DENIED () DATE _____ CENSUS TRACT NO. _____
SIGNATURE _____ TITLE _____
COMMENTS/REMARKS _____

****ATTENTION APPLICANT****

Please see reverse side for instructions on providing proof of income, ownership, and property insurance.

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: APRIL 11, 2006

Project Title: FIFTH ST.,MERRILL ST. TO MUSKEGON AVE.

Project Description: RECONSTRUCTION

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: PROPERTY ADDRESS & STREET

Parcel Number 24-XXX-XXX-XXXX-XX

Assessable Frontage: 33 Feet

Estimated Front Foot Cost: \$32.50 per Foot

ESTIMATED TOTAL COST \$1,072.50

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 S 33 FT OF E 44 FT LOT 12 BLK 377

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☐

Owner

CoOwner/Spouse

Signature

Signature

Address

Address

Thank you for taking the time to vote on this important issue.

COPYRIGHT NAME

SPECIAL ASSESSMENT

H 1604

RECONSTRUCTION

HEARING DATE

APRIL 11, 2006

FIFTH ST., MERRIL ST. TO MUSKEGON AVE.

1	ANDREE MICHAEL L/CARIE L	ASSESSABLE FEET:	33
24-205-377-0012-30	765 ANDREE RD	COST PER FOOT:	\$32.50
@ 1275 5TH ST	MUSKEGON MI 49445	ESTIMATED P.O. COST:	\$1,072.50
2	MCMILLAN DONALD C	ASSESSABLE FEET:	33
24-205-377-0012-20	838 W GRAND AVE	COST PER FOOT:	\$32.50
@ 1269 5TH ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,072.50
3	ROBERTS BEN JR	ASSESSABLE FEET:	33
24-205-377-0012-10	864 EMERALD ST	COST PER FOOT:	\$32.50
@ 1267 5TH ST	MUSKEGON MI 49442	ESTIMATED P.O. COST:	\$1,072.50
4	CITY OF MUSKEGON	ASSESSABLE FEET:	33
24-205-377-0012-00	933 TERRACE ST	COST PER FOOT:	\$32.50
@ 1261 5TH ST	MUSKEGON MI 49443-053	ESTIMATED P.O. COST:	\$1,072.50
5	JAMES SALLY E	ASSESSABLE FEET:	35
24-205-377-0001-20	1257 5TH ST	COST PER FOOT:	\$32.50
@ 1257 5TH ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,137.50
6	PIMPLETON R LOUIS	ASSESSABLE FEET:	44.5
24-205-377-0001-10	1124 FLEMING AVE	COST PER FOOT:	\$32.50
@ 1251 5TH ST	MUSKEGON MI 49442-523	ESTIMATED P.O. COST:	\$1,446.25
7	FLES CHARLES B/DEBORAH J	ASSESSABLE FEET:	52.5
24-205-377-0001-00	1245 5TH ST	COST PER FOOT:	\$32.50
@ 1245 5TH ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,706.25

FIFTH ST.,MERRIL ST. TO MUSKEGON AVE.

8	SINGLETON JAMES L	ASSESSABLE FEET:	41
24-205-369-0012-00	3925 E APPLE AVE	COST PER FOOT:	\$32.50
@ 1231 5TH ST	MUSKEGON MI 49442	ESTIMATED P.O. COST:	\$1,332.50
9	COSSE CAROL	ASSESSABLE FEET:	50
24-205-369-0011-10	1225 5TH	COST PER FOOT:	\$32.50
@ 1225 5TH ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,625.00
10	JAZDZYK CHESTER J	ASSESSABLE FEET:	66
24-205-369-0001-10	1519 CLINTON ST	COST PER FOOT:	\$32.50
@ 371 HOUSTON AVE	MUSKEGON MI 49442	ESTIMATED P.O. COST:	\$2,145.00
11	FLOWERS NORMAN/REBECCA	ASSESSABLE FEET:	66
24-205-348-0012-00	372 HOUSTON AVE	COST PER FOOT:	\$32.50
@ 372 HOUSTON AVE	MUSKEGON MI 49441-191	ESTIMATED P.O. COST:	\$2,145.00
12	KUYT PAUL D/RANDI	ASSESSABLE FEET:	66
24-205-348-0001-00	32 RIVER ST	COST PER FOOT:	\$32.50
@ 407 W MUSKEGON A	COOPERSVILLE MI 49404	ESTIMATED P.O. COST:	\$2,145.00
13	MONEY JACKIE R/SHIRLEY A	ASSESSABLE FEET:	78
24-205-378-0007-10	790 BROOKRIDGE DR	COST PER FOOT:	\$32.50
@ 1270 5TH ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,535.00
14	REDDER MARSHALL	ASSESSABLE FEET:	54
24-205-378-0007-00	3960 30TH ST SW	COST PER FOOT:	\$32.50
@ 1264 5TH ST	GRANDVILLE MI 49418	ESTIMATED P.O. COST:	\$1,755.00

FIFTH ST.,MERRIL ST. TO MUSKEGON AVE.

15	JAZDZYK & LIEFER PROPERTIE	ASSESSABLE FEET:	42
24-205-378-0006-20	13039 GREEN ST	COST PER FOOT:	\$32.50
@ 1258 5TH ST	GRAND HAVEN MI 49417	ESTIMATED P.O. COST:	\$1,365.00
16	DYE HELEN G	ASSESSABLE FEET:	44
24-205-378-0006-10	1252 5TH ST	COST PER FOOT:	\$32.50
@ 1252 5TH ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,430.00
17	10TH ST PARTNERSHIP 130 LLC	ASSESSABLE FEET:	46
24-205-378-0006-00	228 HARBOR DR	COST PER FOOT:	\$32.50
@ 1246 5TH ST	TAYLORSVILLE NC 28681	ESTIMATED P.O. COST:	\$1,495.00
18	ST JOSEPH PARRISH REDEVEL	ASSESSABLE FEET:	284
24-205-368-0005-00	161 MUSKEGON MALL STE 302	COST PER FOOT:	\$32.50
@ 1224 5TH ST	MUSKEGON MI 49443	ESTIMATED P.O. COST:	\$9,230.00
19	NELSON PLACE LTD DIV	ASSESSABLE FEET:	284
24-205-349-0001-00	834 KING HWY	COST PER FOOT:	\$32.50
@ 350 HOUSTON AVE	KALAMAZOO MI 49001	ESTIMATED P.O. COST:	\$9,230.00
20	R U P LLC	ASSESSABLE FEET:	66
24-205-348-0013-00	420 CARMEN DR	COST PER FOOT:	\$32.50
@ 1177 5TH ST	SPRING LAKE MI 49456	ESTIMATED P.O. COST:	\$2,145.00

SUM OF ASSESSABLE FOOTAGE: 1451.00

SUM OF ESTIMATED P.O. COST:

\$47,157.50

TOTAL NUMBER OF ASSESSABLE PARCELS

20.00

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: **APRIL 11, 2006**

Project Title: **FIFTH ST., MERRIL ST. TO MUSKEGON AVE.**
Project Description: **RECONSTRUCTION**

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: **1224 5TH ST**
Parcel Number **24-205-368-0005-00**
Assessable Frontage: **284** Feet
Estimated Front Foot Cost: **\$32.50** per Foot
ESTIMATED TOTAL COST \$9,230.00

Property Description

CITY OF MUSKEGON REVISED PLAT 1803 PART OF BLK 368 DESC AS BEG AT MOST SOUTHERN COR OF SD BLK TH N 44D 36M 35S W 256.30 FT ALG SW LN SD BLK 368 TH N 45D 00M 04S E 163.34 FT ALG NW LN SD BLK TH S 44D 34M 45S E 288.34 FT TH S 45D 00M 43S W 163.18 FT ALG SE

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

Neighborhood Investment / St. Joseph Parish

CoOwner/Spouse

Signature

[Signature]

Signature

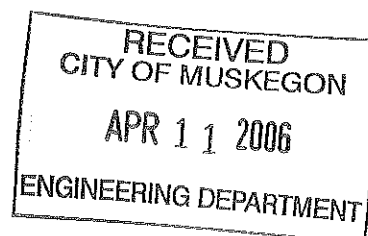
Address

1115 Third St.

Address

Thank you for taking the time to vote on this important issue.

18



SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: APRIL 11, 2006

Project Title: FIFTH ST.,MERRIL ST. TO MUSKEGON AVE.

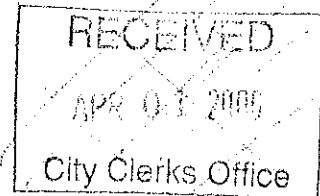
Project Description: RECONSTRUCTION

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

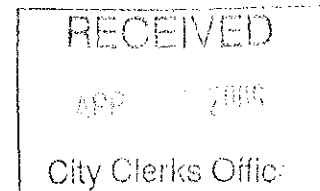
Assessment Information

Property Address: 1257 5TH ST
Parcel Number 24-205-377-0001-20
Assessable Frontage: 35 Feet
Estimated Front Foot Cost: \$32.50 per Foot
ESTIMATED TOTAL COST \$1,137.50



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 S 35 FT LOT 1 & S 35 FT OF E 1/2 LOT 2 BLK 377



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner Sally James CoOwner/Spouse _____

Signature Sally James Signature _____

Address 1257 5th St Address _____

Thank you for taking the time to vote on this important issue.

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: , 2005

Project Title: FIFTH ST., MERRIL ST. TO MUSKEGON AVE.

Project Description: RECONSTRUCTION

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

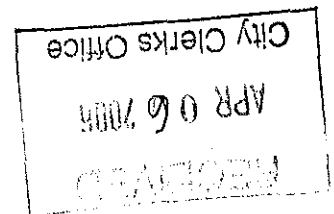
Assessment Information

Property Address: 1177 5TH ST
Parcel Number 24-205-348-0013-00
Assessable Frontage: 66 Feet
Estimated Front Foot Cost: \$32.50 per Foot

ESTIMATED TOTAL COST \$2,145.00

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 13 BLK 348



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner Roger Nelson

CoOwner/Spouse _____

Signature Roger Nelson

Signature _____

Address 420 Carmen Dr.

Address _____

Spring Lake, ME
Thank you for taking the time to vote on this important issue.

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: APRIL 11, 2006

Project Title: FIFTH ST., MERRIL ST. TO MUSKEGON AVE.

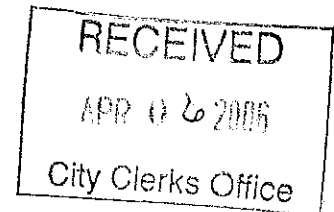
Project Description: RECONSTRUCTION

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: 1245 5TH ST
Parcel Number 24-205-377-0001-00
Assessable Frontage: 52.5 Feet
Estimated Front Foot Cost: \$32.50 per Foot
ESTIMATED TOTAL COST \$1,706.25



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 EX SELY 79.5 FT TH'OF & E 1/2 OF LOT 2 EX SELY 79.5 FT TH'OF BLK 377

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

[Signature]

CoOwner/Spouse

Deborah J Fles

Signature

Charles B Fles

Signature

Deborah J Fles

Address

1245 Fifth St

Address

1245 Fifth St

Thank you for taking the time to vote on this important issue.

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: APRIL 11, 2006

Project Title: FIFTH ST., MERRIL ST. TO MUSKEGON AVE.

Project Description: RECONSTRUCTION

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: 372 HOUSTON AVE

Parcel Number 24-205-348-0012-00

Assessable Frontage: 66 Feet

Estimated Front Foot Cost: \$32.50 per Foot

ESTIMATED TOTAL COST \$2,145.00

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 12 BLK 348

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

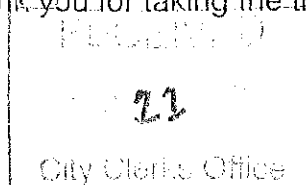
Owner NORMAN Flowers CoOwner/Spouse Mrs Rebecca Flowers

Signature Norman Flowers Signature Mrs Rebecca Flowers

Address 372 Houston Avenue Address 372 Houston Avenue

Thank you for taking the time to vote on this important issue.

11



H-1604 FIFTH ST., MERRILL AVE. TO MUSKEGON AVE.

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

	<u>FEET</u>	<u>PERCENTAGE</u>	TOTAL NUMBER OF PARCELS - 20									
			FOR					OPPOSE				
			LETTER#	ST#	ST NAME	PARCEL#	FEET	LETTER#	ST#	ST NAME	PARCEL#	FEET
TOTAL ASSESSABLE FRONT FOOTAGE	1451.00 ***		18	1224	FIFTH	24-205-368-0005-00	284.00	20	1177	FIFTH	24-205-348-0013-00	66.00
FRONT FEET OPPOSED	184.50	12.72%	5	1257	FIFTH	24-205-377-0001-20	35.00	7	1245	FIFTH	24-205-377-0001-00	52.50
								11	372	HOUSTON	24-205-348-0012-00	66.00
RESPONDING FRONT FEET IN FAVOR	319.00	21.98%										
NOT RESPONDING - FRONT FEET IN FAVOR	947.50	65.30%										
TOTAL FRONT FEET IN FAVOR	1266.50	87.28%										

TOTALS

319.00

184.50

Commission Meeting Date: March 28, 2005

*Needs
2nd Reading*

Date: March 17, 2006
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Zoning Ordinance Amendment to Article XXII,
Nonconforming Uses

SUMMARY OF REQUEST:

Request to amend Sections 2200, 2201, 2202, 2203, and 2204 (Nonconforming Uses) of Article XXII of the Zoning Ordinance

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of Article XXII (Nonconforming Uses) of the Zoning Ordinance.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the amendment at their 3/16 meeting. The vote was unanimous in favor of the amendment, with J. Aslakson and T. Michalski absent.

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

March 16, 2006

OLD BUSINESS

Hearing; Case 2005-41: Staff initiated request to amend Sections 2200, 2201, 2202, 2203, and 2204 (Nonconforming Uses) of Article XXII of the Zoning Ordinance.

BACKGROUND

This section of the ordinance has been a bone of contention in the past regarding some of its restrictions. The Nonconforming Uses language as it presently exists in the Zoning Ordinance is somewhat confusing and hard to interpret. Staff has spent several months reviewing other ordinances and consulting with the City Attorney and other planners regarding a makeover of the section. It has been "a work in progress", since I have had input from so many sources, including Commissioners Davis and Gawron, who at the Mayor's request met with staff on several occasions to discuss concerns with the present ordinance language. Much of the original language from our ordinance has been incorporated into the new language. I have attempted to put the proposed section in the usual format with ~~strike-throughs~~ for deleted language and **bold** for new language. I have also included a copy of the current ordinance language.

I first looked at Section 2200: Intent. Staff felt that it needed rewording and clarification. I believe the new language better describes the intention and "spirit" of the Master Plan to have conformity in our City. While allowing the present nonconforming uses and structures to exist while practical, it would also gradually eliminate them. The very existence of a Master Plan by the citizens of the City of Muskegon says loud and clear that they would like their community developed with a plan in mind and not continue the nonconforming uses and structures forever.

One of the first changes you may notice is nonconforming lots, uses of land, and structures are now separated into their own sections. I believe this will make reading and interpreting of the section much easier. Nonconforming lots were not previously addressed. In the past, zoning staff was applying these conditions when determining if a lot was conforming or "buildable", but there was no written language that supported this in the ordinance. So I completely reconstructed Section 2201 to address Nonconforming Lots only, with all new language. Some portions of Section 2201 have been incorporated into Section 2202.

One area of the ordinance that has raised many questions was regarding Section 2202: Elimination of Nonconforming Uses. There seems to be many opinions on what length of time a nonconforming use should be allowed to continue once the use has ceased. Our present ordinance allowed up to two years. Some other municipal ordinances only allowed six months, but the most common was a one-year time frame. Our ordinance is the most liberal with its time of two years (current language Section 2202, #1). After discussion with other staff members, I left the two-year time period in the revised language (Section 2202, #5, new language), but it may be worth considering shortening the

time period. Number 3 (a-d) in this section gives Planning Commission some guidelines on which to base their decision regarding expansion of nonconforming uses of land. Number 5 would give guidelines to determine if a nonconforming use had been abandoned.

Another problem section of the ordinance that has raised many concerns has been Section 2203, #2 (current ordinance). It referred to a structure that was "damaged by fire, wind, civil disobedience, or an Act of God or the public enemy". The language refers to the fact that those buildings may be repaired or rebuilt so long as "such structural alteration or structural repairs shall not exceed fifty (50) percent of the replacement cost of such building". Upon researching other ordinances in the West Michigan areas, as well as other parts of the state, staff found that some other ordinances allowed structures to be rebuilt that were 60% destroyed. This has been incorporated for your review into the revised section (Section 2203, #6, new language). Much of this section is ordinance language that was contained in our current ordinance, but pertains to structures, and so put into the Nonconforming Structures section.

Hopefully, after discussion, debate and probably some revisions on staff's part, we will come out of the process with a newly revised section that is much more understandable by the public, Planning Commissioner, ZBA members, and staff, but retain the "spirit" of the Master Plan.

The revisions discussed at the January meeting were incorporated into the language. Staff didn't remove Section 2202 #6, as former Commissioner Johnson suggested, because there was no clear direction from the remaining Planning Commissioners to do so. I still believe leaving it in makes sense and allows some latitude, as long as the use is moving closer to conformity.

J. Aslakson made a request of staff to inquire if it would be possible for residential structures only to be rebuilt in the former footprint if the home was destroyed. Staff asked for an opinion from the City Attorney's office. The e-mail from Adam Zuwerink of Parmenter O'Toole is included with this packet. No other changes were requested, so staff left the proposed ordinance as it was. Another copy is included.

NEW LANGUAGE

See separate documents included with this packet.

DELIBERATION

I move that the amendments to Sections 2200, 2201, 2202, 2203, and 2204, Article XXII (Nonconforming Uses), of the Zoning Ordinance, be recommended to the City Commission for approval/denial.

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2191

An ordinance to amend Sections 2200, 2201, 2202, 2203, and 2204 of Article XXII (Nonconforming Uses) of the Zoning Ordinance.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 2200, 2201, 2202, and 2203 of Article XXII (Nonconforming Uses) of the City of Muskegon Zoning Ordinance is hereby amended as written below:

ARTICLE XXII – NONCONFORMING LOTS, USES, AND STRUCTURES

SECTION 2200: INTENT

Upon the adoption of this Ordinance or future amendments, there may exist lots, structures, and uses of land and structures which were lawful prior to the adoption of the Zoning Ordinance, or amendment to the Ordinance, but which are not in conformance with the provisions of this Ordinance, or any amendments. It is the intent of this Ordinance to permit these nonconforming lots, structures and uses to continue until they are removed, but not to encourage their survival. Because nonconforming lots, structures and uses, so long as they exist, prevent the full achievement of the goals and objectives of the City of Muskegon Master Plan, the spirit of this Ordinance is to reduce, rather than increase, any nonconformance.

SECTION 2201: NONCONFORMING LOTS

When an existing nonconforming lot does not adjoin any other lot or lots under common ownership or if the nonconforming lot fails to meet the requirements for minimum lot area, minimum width, or both, of the zoning district in which it is located, such lot may be used for the permitted uses of the zoning district under the following conditions:

1. It must meet the definition of “Lot of Record” listed in the definitions of this Ordinance.
2. Structures on a nonconforming lot must still meet setback requirements of its zoning district and is subject to limitations provided by other provisions of this Ordinance.

In any zoning district, where two or more adjoining nonconforming lots are under common ownership or control, these lots shall be combined and considered as one lot for the purposes of this ordinance.

SECTION 2202: NONCONFORMING USES OF LAND

Where, at the effective date of adoption or amendment of this Ordinance, lawful use of land exists that is made unlawful under the terms of this Ordinance as enacted or amended, such use may be continued, so long as it remains otherwise lawful, subject to the following provisions:

1. Special land uses and use variances permitted by this ordinance shall not be deemed nonconforming uses.
2. Changes of tenancy, ownership or management of any existing nonconforming uses of land may be made, provided that there is no change in the nature or character of the nonconforming use.
3. No nonconforming use shall be enlarged, increased, or extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Ordinance, except when authorized by the Planning Commission, after Public Hearing as required for Special Uses and site plans, and upon reaching a determination that the proposed enlargement, increase, or greater area:
 - a. Does not have a substantial detrimental effect on the use and enjoyment of adjacent uses or lots.
 - b. Complies with all parking, sign, or other applicable regulations applicable to accessory uses for the area affected by the proposed enlargement, increase, or greater area.
 - c. Complies with any reasonable conditions imposed by the Planning Commission that are necessary to ensure that the proposed enlargement, increase, or greater area will not prove detrimental to adjacent properties, the neighborhood, or the community.
 - d. It is not larger than twenty five percent (25%) of the original nonconforming area.
4. No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this Ordinance.
5. A nonconforming use of land which has ceased for a period exceeding twenty-four (24) months or has been changed to a conforming use may not again be devoted to a nonconforming use. A nonconforming use shall be determined to be abandoned if one (1) or more of the following conditions exists, and which shall be deemed to constitute an intent on the part of the property owner to abandon the nonconforming use;
 - a. Utilities, such as water, gas, and electricity to the property, have been discontinued.
 - b. The property, buildings and grounds have fallen into disrepair.
 - c. Signs or other indications of the existence of the nonconforming use have been removed.
 - d. Removal of equipment or fixtures which are necessary for the operation of the nonconforming use.

- e. Other actions, which in the opinion of the Zoning Administrator, constitute an act or omission on the part of the property owner or lessee constituting an intent to abandon the nonconforming use.
6. When such nonconforming use is made more conforming than the use which previously existed, it may continue even though it does not totally conform to all provisions of this Ordinance.

SECTION 2203: NONCONFORMING STRUCTURES

Where a lawful structure exists at the effective date of adoption or amendment of this Ordinance that could not be built under the terms of this Ordinance by reason of restrictions on area lot coverage, height, yards, parking or other characteristics of the structure or its location on the lot, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No structure may be enlarged or altered in a way which increases its nonconformity, except when authorized by the Planning Commission, after Public Hearing as required for Special Uses and site plans. The Planning Commission shall be authorized to determine the amount of enlargement of any building or structure, consistent with the intent of this article. The nonconforming structure may be changed to an extent not exceeding thirty percent (30%) of the total floor area of the existing building at the time of enactment of the Ordinance from which this chapter is derived, or at the time of its amendment making a structure nonconforming.
2. No nonconforming building or structure shall be moved in whole or part to any other location unless such building or structure and the off-street parking spaces, yard and other open spaces provided, are made to conform to all the regulations of the district in which such building or structure is to be located.
3. Changes of tenancy, ownership or management of any existing nonconforming structures may be made, provided that there is no change in the nature or character of the nonconforming structure.
4. Repair and maintenance work may be performed as required to keep a nonconforming building or structure in a sound condition.
5. In the event any nonconforming building or structure is damaged by fire, wind, civil disobedience, or an Act Of God or the public enemy, it may be rebuilt or restored, provided the cost of such structural alteration or structural repairs shall not exceed seventy-five (75) percent of it's replacement cost. The buildings or structures shall be built in conformance with the requirement of the zoning district in which they are located.
6. Once any nonconforming structure is removed from the property, its nonconforming status has expired and it may not be replaced on the property.

SECTION 2204: [RESERVED]

This ordinance adopted:

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

Nayes: None

Adoption Date: April 11, 2006

Effective Date: April 25, 2006

First Reading: March 28, 2006

Second Reading: April 11, 2006

CITY OF MUSKEGON

By: Gail A. Kunderger
Gail A. Kunderger, 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 11th day of April, 2006, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: April 11, 2006.


Gail A. Kunderger, 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**

Please take notice that on ~~April~~ 11, 2006, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2200, 2201, 2202, 2203, and 2204 of Article XXII (Nonconforming Uses).

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

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

Published April 15, 2006

CITY OF MUSKEGON

By _____
Gail A. Kunder, MMC
City Clerk

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

Account No. 101-80400-5354

Date: April 11, 2006

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Transmittal of 2005 *Comprehensive Annual Financial Report (CAFR)*

SUMMARY OF REQUEST: The City's 2005 *Comprehensive Annual Financial Report (CAFR)* has previously been distributed to City Commissioners. At this time the CAFR is being formally transmitted to the Commission in accordance with state law. The 2005 CAFR has been prepared in accordance with Governmental Accounting Standards Board (GASB) 34 accounting standards. The 2005 CAFR also includes the "single-audit" of federal grants.

FINANCIAL IMPACT: None. The CAFR report summarizes the City's financial activities for 2005 and includes the independent auditor's unqualified opinion on the City's financial statements.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Acceptance of the 2005 CAFR.

COMMITTEE RECOMMENDATION: There is no committee recommendation at this time.

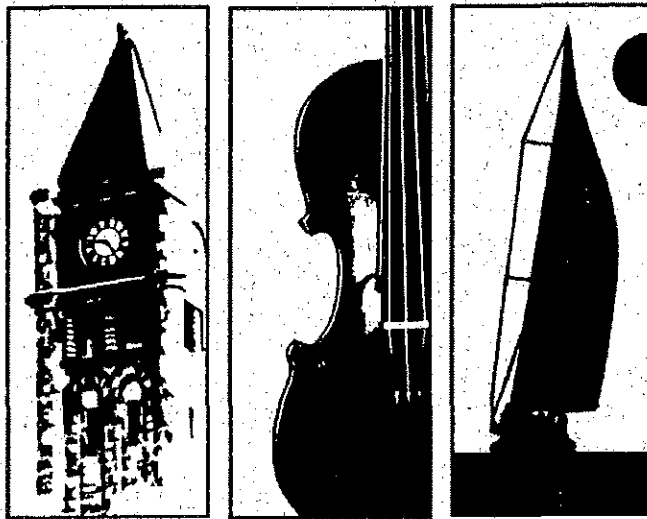
**City of Muskegon,
Michigan**

Clerk
*See package for
full book*

Comprehensive Annual Financial Report

For The Year Ended December 31, 2005

MUSKEGON



West Michigan's Shoreline City

WWW.SHORELINECITY.COM

Date: April 11, 2006

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Selection of Architect for Arena Clubroom

SUMMARY OF REQUEST: Proposals were received from four area architectural firms for design and construction oversight services for the proposed Walker Arena clubroom facility:

Proposal Submitted By:	Proposal Cost
Bosma Architects	\$19,600
C. Richard Borgeson	\$15,000
Hooker DeJong	\$18,750
Sidock Group	\$30,000

A selection committee comprised of staff and arena personnel interviewed each firm to gain better understanding of their qualifications and vision for the project. After going through this process, it is recommended that Hooker, DeJong be selected as architect. Hooker was one of the top two firms selected by all four committee members.

FINANCIAL IMPACT: The project will be funded through an internal borrowing targeted at \$300,000, including architect fees. All architects agreed the project is achievable within that budgeted figure. When construction bids are received and the City Commission gives final approval for the project, an internal loan will be set up with specific payback terms.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Selection of Hooker, DeJong as architect.

COMMITTEE RECOMMENDATION: None.

Date: 4/11/06
To: Honorable Mayor and City Commissioners
From: Water Filtration Plant
**RE: Water Filtration Plant Improvements Project Final
Change Order #11**

SUMMARY OF REQUEST

Request endorsement of the Final Change Order, #11, to close out the Water Filtration Plant Improvements Project.

FINANCIAL IMPACT:

The change order is in the amount of \$68,253.00.

BUDGET ACTION REQUIRED:

The funding will come from the Water Fund

STAFF RECOMMENDATION:

Staff recommends approval of the final change order #11 for the Water Filtration Plant Improvements Project in the amount of \$68,253.00.

MEMORANDUM

3/31/06

**TO: DENNIS BENOIT, TETRA TECH MPS
THOMAS LAMBERT, MUSKEGON CONSTRUCTION CO.
STEVE BUSCH, MDEQ – DISTRICT ENGINEER
MICHAEL COX, MDEQ – RLOCS, ESSD**

FROM: BOB VENEKLASEN, MUSKEGON WATER FILTRATION

RE: FINAL CHANGE ORDER #11

Included is the paperwork for the Water Filtration Plant Improvements Project Final Change Order #11. This item is expected to appear on the City Commission agenda for the meeting on 4/11/06.



TETRA TECH MPS

3949 Sparks Drive SE, Suite 101, Grand Rapids, MI 49546
Telephone: 616.942.5566
Fax: 616.942.5787

Distribution: Owner - 1
Contractor - 1
Engineer-1

Steve Bush - MDEQ GR- 1
Mike Cox- MDEQ LA- 1

CHANGE ORDER

Owner: City of Muskegon **Title:** Water Filtration Plant improvements
Contractor: Muskegon Construction Company
Contract No. 0482.031-W-1

Change Order No.: 11 FINAL **Date:** 3/27/06

TO THE CONTRACTOR NAMED ABOVE:

Under the above contract and upon approval of the Owner, we hereby recommend the following changes to the contract:

- 1 Restore quarry tile in identified areas.

ADD \$4,944.00

REASON: Several areas of quarry tile throughout the Plant have deteriorated.

- 2 Remove and replace the set of double doors on the north elevation of Passageway No. 1 (HSPS to North Filter Bldg) Provide FRP doors and frame. Provide Hardware Set No. 4 as approved in Submittal No. 022.

ADD \$5,585.00

REASON: The doors do not operate correctly.

- 3 Restore the limestone and masonry on the north elevation of the Administration Building, Clerestory of Filters 1-6, and west parapet wall of Filters 1-6.

ADD \$43,721.00

REASON: The limestone, limestone joints, and masonry are deteriorated. The proposed waterproofing be more effective once these areas are restored.

- 4 Remove the Recycle Pump Disconnects and make a water tight connection.

ADD \$1,133.00

REASON: The disconnects could potentially be flooded in their existing location.

5 Disconnect the existing sludge lines from the drain in the Clarifier sludge sumps.

ADD \$1,839.00

REASON: The drain lines in the sump need to be isolated for proper operation.

6 Adjust the amount of the tuckpointing allowance

DEDUCT \$ (10,324.00)

REASON: Adjusted for quantities of work actually completed.

7 Provide compressed air to the UV unit.

ADD \$351.00

REASON: Compressed air supply will be easier to maintain than individual small compressors.

8 Adjust the amount of Crack Repair work performed on the South Filter Room Ceiling

DEDUCT \$ (3,642.00)

REASON: Adjusted for quantities of work actually completed.

9 Add Emergency Exit lighting at the Auxiliary Pump Station and Pretreatment Building.

ADD \$3,733.00

REASON: Additional Emergency Exit lighting is required by the Electrical inspector.

10 Reduce the Costs for Beach Street Restoration.

DEDUCT \$ (9,815.00)

REASON: Changes in the Design resulted in cost savings.

11 Provide erosion control measures and other site adjustments as indicated in Field Order No. 133.

ADD \$6,491.00

REASON: To reduce the potential for erosion problems.

12 Replace valve vault top near the southeast corner of the Pretreatment Building.

ADD \$5,975.00

REASON: The existing Vault Lid had deteriorated and was in need of replacement.

13 Provide for Pumping of Sludge Drying Beds and Repair of Washouts

ADD \$6,698.00

REASON: Excesss flows pumped to the drying beds eroded areas on the site and needed to be repaired on several occasions.

14 Adjust the amount of the Laboratory Equipment Allowance

DEDUCT \$ (1,247.00)

REASON: Adjusted for quantities of work actually completed.

15 Adjust the amount of the Programming Allowance.

ADD \$ 36,000.00

REASON: Additional programming, training and engineering services were provided.

16 Adjust the amount of the Concrete Surface Repair Greater than 2" Depth

DEDUCT \$ (2,300.00)

REASON: Adjusted for quantities of work actually completed. (0 SF Completed vs 50 SF Allowance)

17 Adjust the amount of the Concrete Surface Repair Less than 2" Depth

DEDUCT \$ (15,996.00)

REASON: Adjusted for quantities of work actually completed (38 SF Completed vs 410 SF Allowance)

18 Adjust the amount of the Concrete Crack Repair

DEDUCT \$ (4,272.00)

REASON: Adjusted for quantities of work actually completed. (576 LF Completed vs 760 LF Allowance Plus a \$2904 lump sum adjustment for crack repair performed)

19 Adjust the amount of masonry crack repair.

DEDUCT \$ (621.00)

REASON: Adjusted for quantities of work actually completed. (296 SF Completed vs 350 SF Allowance)

20 Change the Contract Date of Substantial Completion from October 17, 2005 to December 2, 2005 and
Change the Contract Date of Ready for Final Payment from November 16, 2005 to January 1, 2006

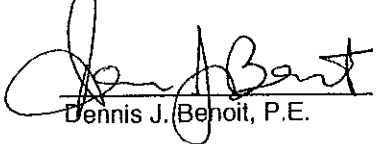
NO CHANGE

\$0.00

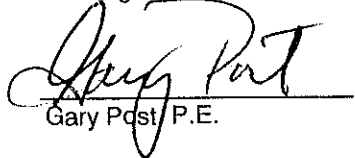
REASON: Asbestos remediation in the North Filters delayed the contract completion.

Current Contract Amount		\$16,207,525.00
This Change Order,	Add	\$68,253.00
Final Contract Amount		\$16,275,778.00

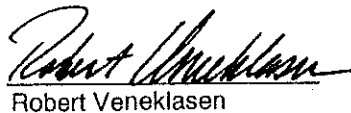
RECOMMENDED BY: Tetra Tech MPS

 DATE: 3/27/06
Dennis J. Benoit, P.E.

ACCEPTED BY: Muskegon Construction Company

 DATE: 3/30/06
Gary Post P.E.

APPROVED BY: City of Muskegon

 DATE: 3/31/06
Robert Veneklasen

Commission Meeting Date: April 11, 2006

Date: April 4, 2006

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

SUMMARY OF REQUEST: For the City Commission to make their final allocation decision concerning the 2006-2007 Community Development Block Grant/HOME Partnership Program allocations for this coming fiscal year.

The Commission has received the recommendations from the Citizen's District Council and the City administration. The Commission made their preliminary recommendations during the March 14, 2006 City Commission meeting.

After receiving the Commissions final allocation decision, the Community and Neighborhood Services office will amend the City's 2006-2007 Action Plan if needed and continue the comment period until April 17, 2006. At that time the Community and Neighborhood Services staff will request the United States Department of Housing and Urban Development for the Release of Funds for the 2006-2007 fiscal year to begin June 1, 2006.

FINANCIAL IMPACT: The decision will determine how the Community Development Block Grant /HOME Partnership Program funding will be allocated for the 2006-2007 fiscal year.

BUDGET ACTION REQUIRED: The Commission actions will establish the fiscal years budget.

STAFF RECOMMENDATION: The Commission previously received the administration recommendations.

COMMITTEE RECOMMENDATION: The Commission also received the Citizen District Council recommendations.

Community Development Block Grant

Organization/Agency	Activity	Amount Requested	Administration Recommendation	CDC Rec	City Commission Preliminary Rec.	City Comm Final Determination
Love INC	Handicap Ramps	\$10,000	\$2,500	\$2,500	\$2,500	\$2,500
American Red Cross	Senior Transit	\$5,000	\$2,500	\$2,500	\$2,500	\$2,500
West Michigan Veterans	Food Bank/Transportation	\$5,000	\$2,500	\$2,500	\$2,500	\$2,500
Sacred Suds	Laundry/Shower	\$6,000	\$2,500	\$2,500	\$2,500	\$2,500
DPW	Senior Transit	\$58,735	\$40,000	\$40,000	\$40,000	\$40,000
CDBG Code Enforcement	Code Enforcement	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Community Economic Development	Façade	\$20,000	\$5,000	\$5,000	\$5,000	\$5,000
CDBG Service Delivery	Delivery Service	\$100,000	\$62,500	\$62,500	\$62,500	\$62,500
Finance Bond Repayment	Bond	\$245,000	\$242,500	\$242,500	\$242,500	\$242,500
HealthCare	Health Outreach	\$5,500	\$2,500	\$2,500	\$2,500	\$2,500
Legal Aid	Legal Services	\$15,000	\$2,500	\$2,500	\$2,500	\$2,500
Cornerstone Optometry	Optometry	\$89,000	\$0	\$0	\$0	\$0
CDBG Administration	Admin	\$200,000	\$178,000	\$178,000	\$178,000	\$178,000
Street Construction	Street	\$40,000	\$30,000	\$30,000	\$30,000	\$30,000
Leisure Services	Recreation	\$87,318	\$65,000	\$65,000	\$65,000	\$65,000
CDBG Siding	Siding	\$225,000	\$150,000	\$150,000	\$150,000	\$150,000
CDBG Emergency Repair	Emergency Repair	\$225,000	\$160,000	\$160,000	\$160,000	\$160,000
Planning Lot Clean up	Lot Maintenance	\$40,000	\$28,000	\$28,000	\$28,000	\$28,000
Dangerous Buildings	Demolition	\$115,000	\$43,000	\$43,000	\$43,000	\$43,000
Total CDBG Request		\$1,531,553	\$1,059,000	\$1,059,000	\$1,059,000	\$1,059,000
Total CDBG Allocated + PI		\$1,060,145	\$1,060,145	\$1,060,145	\$1,060,145	\$1,060,145
Allocated/Request Difference		(\$471,408)	\$1,145	\$1,145	\$1,145	\$1,145
Total Amt of Public Service*						
Public Service mandated Amt <= to 15%						
Difference						
Total Amt of City Administration Request**						
Administrative mandated Amt < 20%						

HOME

Organization/Agency	Activity	Amount Requested	Administration Recommendation	CDC Rec	City Commission Preliminary Rec.	City Comm Final Determination
Community & Neighborhood Servicesc	HOME Administration	\$30,176	\$30,176	\$30,176	\$30,176	\$30,176
Community & Neighborhood Servicesc	HOME Tax Reverted Rehabilitation	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Community & Neighborhood Servicesc	HOME Rental Rehabilitation	\$50,000	\$45,000	* \$45,000	\$25,000	\$25,000
Community & Neighborhood Servicesc	HOME Infill New Construction	\$85,000	\$110,000	\$110,000	\$85,000	\$85,000
Muskegon County Habitat for Humanity	Infrastructure/construction (5 homes)	\$100,000	\$0	\$0	\$35,000	\$35,000
Nieghborhood Investment Corporation	Home purchase rehab loans	\$95,000	\$60,000	\$60,000	\$70,000	\$70,000
Total HOME Request		\$460,176	\$345,176	\$345,176	\$345,176	\$345,176
Total HOME Allocated		\$301,767	\$301,767	\$301,767	\$301,767	\$301,767
(+) Program Income		\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
		\$346,767	\$346,767	\$346,767	\$346,767	\$346,767
Allocated/Request Difference		(\$113,409)	\$1,591	\$1,591	\$1,591	\$1,591
Total Amt of HOME Administration***						
Total Amt mandated Amt = 10%						
Difference						
Total Amt of HOME CHDO request****						
Total Amt mandated 15%						
Difference						

NOTE:

* Pulic Service

** City CDBG Administration

***Home Administration

****CHDO Request

O:\COMMON\EXCEL\2006-2007 CDBG
(SHEET:CDBG-HOME ACT)

CHDO HOME FUNDS COMPARISON

YEARS	NIC REQUESTED	APPROVED	MCHFHH REQUESTED	APPROVED
2006-2007	\$95,000	\$60,000	\$100,000	\$35,000
2005-2006	\$75,000	\$65,000	\$50,000	\$35,000
2004-2005	\$100,000	\$80,000	\$50,000	\$30,707
2003-2004	\$130,350	\$85,000	\$35,000	\$47,000
2002-2003	\$123,750	\$75,000	ROLLOVER	\$25,000
2001-2002	\$75,000	\$40,000	\$31,000	\$30,000
2000-2001		\$70,000		\$31,000
1999-2000		\$50,000		\$50,000
1998-1999		\$62,000		\$33,500
	\$599,100	\$587,000	\$266,000	\$317,207

	APPROVED
NIC	\$587,000
MCHFHH	\$317,207
Difference	<u>\$269,793</u>

**MUSKEGON COUNTY HABITAT FOR HUMANITY
POSITIVELY IMPACTS OUR COMMUNITY**

- IN 1999, 19,881 PERSONS WERE LIVING BELOW POVERTY LEVEL IN MUSKEGON COUNTY AND 40% OF THOSE WERE CHILDREN.
- POOR CHILDREN: GET ILL MORE OFTEN, HAVE MORE DIFFICULTY LEARNING, AND EXPERIENCE MORE FAMILY CONFLICT THAN OTHER CHILDREN.
- A 2002 STUDY BY DAVENPORT UNIVERSITY OF HABITAT FAMILIES IN 82 MICHIGAN COUNTIES REPORTED:
 1. 68% OF FAMILIES EXPERIENCED AN INCREASE IN THEIR INCOME.
 2. 25% OF FAMILIES REPORTED BETTER GRADES IN SCHOOL FOR THEIR CHILDREN.
 3. 23% OF FAMILIES REPORTED LESS SICKNESS.
 4. 58% OF FAMILIES REPORTED LESS FAMILY CONFLICT.
 5. 40% OF FAMILIES OBTAINED ADDITIONAL EDUCATION.
- THE CITY OF MUSKEGON IDENTIFIED A NEED FOR LOW-INCOME HOUSING IN THE 2005-2010 CONSOLIDATED PLAN WHICH STATES, THE FIRST PRIORITY IS, "To develop, increase and maintain homeownership for moderate income households (30%, 50%, 80% MFI)" THE FIRST PRIORITY IS "To develop alone or in partnership with Community Housing Development Organizations... ten new single family houses completed by May 31, 2010." MUSKEGON COUNTY HABITAT FOR HUMANITY (MCHFH) WOULD LIKE TO PARTNER WITH THE CITY OF MUSKEGON TO ACHIEVE THOSE GOALS WHILE SERVING THE LOWEST INCOME, AND OFTEN UNDERSERVED PORTION OF OUR COMMUNITY.
- MCHFH IS UNIQUE IN PROVIDING HOUSING FOR VERY LOW INCOME PERSONS IN THEIR SELECTION OF HOMEBUYERS PRIOR TO THE START OF CONSTRUCTION. MCHFH BUILDS THE HOME AND SELLS THE HOME AT COST TO THE SELECTED HOMEBUYER WITH A 20 YEAR, 0% MORTGAGE WHICH HABITAT HOLDS PROVIDING A 20 YEAR RELATIONSHIP WITH THE FAMILY. MORTGAGE PAYMENTS RANGE FROM \$350 TO \$550 PER MONTH INCLUDING ESCROWS FOR HOMES THAT APPRAISE AT BETWEEN \$100,000 AND \$120,000.
- MCHFH PROVIDES CONTINUING TRAINING FOR HOMEOWNERS ON HOME REPAIR, MAINTENANCE, BUDGETING, DECORATING,

HOME IMPROVEMENT, LANDSCAPING AND OTHER TOPICS IN THE HABITAT TRAINING CENTER.

- **MCHFH HAS PURCHASED 5 TAX REVERTED LOTS FROM THE CITY OF MUSKEGON WITH CITY COMMISSION APPROVAL TO SPLIT THOSE LOTS FOR NEW HOME CONSTRUCTION.**
- **SINCE 1985, MCHFH HAS COMPLETED 72 HOMES AND ONE IS CURRENTLY UNDER CONSTRUCTION. THE HOMES ARE LOCATED THROUGHOUT MUSKEGON COUNTY AND HOUSE 217 CHILDREN. 42 OF THOSE HOMES ARE IN THE CITY OF MUSKEGON WHICH HAS THE LARGEST POPULATION OF ANY OTHER MUNICIPALITY IN THE COUNTY AND ONE OF THE HIGHEST PERCENTAGES OF LOW INCOME PERSONS. OF THOSE 42 HOMES AT LEAST 10 ARE REHABILITATION PROJECTS IN THE NELSON NEIGHBORHOOD. MSHDA REQUESTED THAT HABITAT COMPLETE THE PROJECT ORIGINALLY INITIATED BY THE NELSON NEIGHBORHOOD ASSOCIATION. HOMES HAVE ALSO BEEN CONSTRUCTED IN MUSKEGON HEIGHTS, NORTON SHORES, MUSKEGON TOWNSHIP, EGELSTON TOWNSHIP, FRUITLAND TOWNSHIP, MONTAGUE, AND DALTON TOWNSHIP.**
- **MCHFH BUILDS AND REHABILITATES SIMPLE, DECENT, AFFORDABLE, QUALITY HOMES. HOMEOWNERS USUALLY STAY IN THEIR HOMES LONG TERM AND COMPLETE IMPROVEMENTS AND REMODELING OVER THE YEARS.**
- **12 MCHFH HOMES HAVE BEEN COMPLETED IN PARTNERSHIP WITH THE MUSKEGON AREA CAREER TECH CENTER. JUNIOR AND SENIOR HIGH SCHOOL STUDENTS FROM THROUGHOUT THE COUNTY LEARN BUILDING TRADES ON-SITE WHILE BUILDING A HABITAT HOME DURING THE SCHOOL YEAR. THIS PROGRAM HAS A 100% HIGH SCHOOL GRADUATION RATE.**
 - **IN 2005 OVER \$63,101 IN PROPERTY TAXES WERE PAID TO THE CITY OF MUSKEGON THROUGH HABITAT MORTGAGE ESCROW ACCOUNTS AND TAXES ON VACANT LOTS OWNED BY MCHFH.**
 - **THIS DOES NOT TAKE INTO ACCOUNT ADDITIONAL INCOME TAXES RECEIVED FROM THOSE RESIDENTS.**

MCHFH HAS BEEN A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) SINCE 1999 AND HAS ACHIEVED CONTINUOUS IMPROVEMENT SINCE THAT TIME. HOME FUNDS

**ARE AN INTEGRAL PART OF THE ACQUISITION FORMULA FOR
MATCHING FUNDING TO CONTINUE THE HABITAT PROGRAM.**

**MAYOR GEORGE HARTWELL OF THE CITY OF GRAND RAPIDS
STATED IN A PRESENTATION REGARDING HOMELESSNESS IN
MUSKEGON COUNTY, "THE KEY IS TO CLOSE THE FRONT DOOR ON
HOMELESSNESS AND OPEN THE BACK DOOR TO HOME
OWNERSHIP."**

**MUSKEGON COUNTY HABITAT FOR HUMANITY CHANGES FAMILIES
AND CHANGES COMMUNITIES ONE HOUSE AT A TIME BY OPENING
THAT BACK DOOR!**

Commission Meeting Date: April 11, 2006

Date: April 4, 2006

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

RE: Approval of the 2006-2007 Action Plan

SUMMARY OF REQUEST: To approve the 2006-2007 Action Plan for the City of Muskegon Community Development Block Grant/HOME Partnership Program activity. If the Action Plan is approved, the Community and Neighborhood Services office will continue the comment period of the Action Plan as amended if needed until May 30, 2006.

On or after April 17, 2006, the Community and Neighborhood Services office will deliver the Action Plan to the United States Department of Housing and Urban Development as required in order to request the Release of Funds for the 2006-2007 fiscal year.

FINANCIAL IMPACT: Action Plan establishes the 2006-2007 budget.

BUDGET ACTION REQUIRED: None at this time budget established by Action Plan.

STAFF RECOMMENDATION: To approve the Action Plan as is or as amended.

COMMITTEE RECOMMENDATION: The Commission received both the Citizen District Council and the Administration recommendations

Action Plan
COMMUNITY DEVELOPMENT BLOCK GRANT

June 1, 2006 thru May 31, 2007

MISSION STATEMENT & NARRATIVE SUMMARIES

To provide its residents with the ability to live in safe, decent, sanitary and attractive housing and to assure the preservation and enhancement of the City's neighborhoods, public facilities and infrastructure as well as to assist local nonprofits and social agencies in delivering their services to low/moderate income residents are examples of annual activities undertaken by the City of Muskegon to promote the overall well-being of this community. This section of the Consolidated Housing & Community Development Plan will describe eligible programs, projects and activities to be undertaken with funds expected to be made available during the above program year and their relationship to housing and non-housing community development needs outlined in previous sections.

PURPOSE & INTENT

In accordance with the National Affordable Housing Act of 1990, the City of Muskegon must submit an Annual Action Plan to the U. S. Department of Housing & Urban Development pursuant to its approved Consolidated Plan 2005-2010, which identifies proposed actions toward meeting housing and non-housing priorities. Affected programs include, but are not limited to the Community Development Block Grant (CDBG), the HOME Investment Partnership (HOME), the Emergency Shelter Grant (ESG), Homeless Assistance, Youth Build, and the Housing Opportunities for Persons Living with AIDS (HOPWA) Programs.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL STATEMENT OF PRIORITIES & PROPOSED PROJECTS**

The City's Community Development Block Grant (CDBG) program is annually funded to address the City's short and long-term goals, needs and priorities. These goals, needs and priorities are translated into the City's *Annual Action Plan and Statement of Priorities and Proposed Projects* for each program year period. If a determination is made not to implement an activity, to carry out an activity not previously described, or to substantially change the purpose, scope, location, or beneficiaries of an activity, an *Amendment* to the active program year Action Plan will be enacted. The City's Statement of Priorities and Proposed Projects for this period follows the Summary of Resources below:

Projected Resources & Activity Summary

\$ 1,020,145	FY 2006 HUD/CDBG Entitlement
\$ 40,000	Program Income/Carry over
\$ 1,060,145	Total CDBG Funding

Summary of Priorities and Proposed Projects

The City of Muskegon proposes to undertake activities during the 2006 – 2007 program year described as follows: The Funding is based on entitlement amount of \$1,020,145.

Housing Priorities & Proposed Projects

Proposed projects will aid in the elimination of blight throughout the City, which is detrimental to life, health, and safety.

\$160,000 **Housing Rehab - Emergency Repair Program.** Continued assistance to very low-income homeowners for the repair of single-purpose housing deficiencies that pose a serious threat to life, health, or safety.

Locations: City/Community Wide

Targeted Outcome: 40 Housing Units

\$150,000 **Housing Rehab - Siding Program.** Continued assistance to provide vinyl siding to low-income owner-occupants of single-family housing units.

Locations: City/Community Wide

Targeted Outcome: 30 Housing Units

\$62,500 **Housing Rehab - Service Delivery Costs.** Funding for the administration of housing rehab programs and incidental costs associated with the housing rehab activities such as credit reports and recording fees.

Location: City/Community Wide

Targeted Outcome: 150 Household

\$43,000 **Residential Clearance.** Continued funding for the board-up and demolition of vacant, substandard structures that are not suitable for rehabilitation.

Locations: Census Tract 1-Marquette 2 – Jackson Hill; 3 – Angell; 5 – McLaughlin; and 6.02 Nelson Neighborhood Parts of Nims Parts of Lakeside

Targeted Outcome: 10 Housing Units

\$40,000 **Code Enforcement.** Funding for the enforcement of City ordinances with respect to property maintenance and neighborhood blighting influences. Funding will be used to pay one Code enforcement officer.

Locations: Census Tract 3 – Angell Neighborhood, Census Tract 5 – McLaughlin, Census Tract 2 – Jackson Hill, Census Tract 1 – Marquette, Census Tract 6.02 Nelson Neighborhood

Targeted Outcome: 1000 Households

Non-Housing Priorities & Proposed Projects

Proposed projects will encourage commercial and retail development by taking maximum advantage of a variety of resources, to promote business expansion and investment in order to create a balanced recreational, commercial, residential, educational and industrial economic climate as follows:

\$242,500 **Shoreline Drive Bond Repayment.** Funding for payment of bond authority

funds toward completion of the Shoreline Drive project, to be used for real property acquisition of affected properties.

Location: Census Tract 7 – Central Business

Targeted Outcome: Area Redevelopment

Public Improvements Proposed Projects

Proposed projects will provide the impetus to insure the continued maintenance and upgrading of the City's infrastructure, transportation and neighborhood resources as follows:

\$28,000 **Public Rehabilitation/Clean-ups.** Funding to be used for maintenance of City-owned residential lots and other future public rehabilitation projects.

Location: Census Tracts 1, 2 , 3 , 5, 6.01

Targeted Outcome: 200 Lots

\$30,000 **Street Assessment Program.** Continued funding of street replacement costs for special assessment levied to low income homeowners who resided in areas where street replacement is proposed.

Public Services & Proposed Projects

Proposed projects will support community-based organizations by promoting neighborhood self-sufficiency and meet the under-served needs of special needs populations such as youth, the elderly, persons with disabilities and the homeless and low-income residents.

\$65,000 **Recreation Programs.** Continued funding of core-city youth recreation programs. Activities include summer/winter swimming, gym activities, basketball, family recreation, indoor soccer, and summer playground programs.

Location: Census Tract 2 – Jackson Hill; 3 – Angell; 4 – East Muskegon; 5 – McLaughlin; 6.01 – 6.02 Nelson

Targeted Outcome: 500 Youth

\$40,000 **Sr. Citizen Transit.** Continued funding to provide low-cost transportation services for elderly residents to medical facilities, shopping centers, educational/recreational activities and other related destinations.

Location: City/Community Wide

Targeted Outcome: 1300 Elderly

\$15,000 **Special Projects/Community-Based Organizations.** Continuation of grant program for local non-profit organizations to provide various services to low-income community residents.

Location: City/Community Wide

Targeted Outcome: 6 Community-Based Organizations

Approximately: 6,500 individuals

Management

\$178,000 **Management & Coordination.** General management, oversight and coordination of CDBG activities. Funding includes cost of staff salaries and fringe benefits, office supplies, equipment and contingency; Contract Compliance/EO and Indirect Costs.

**CDBG PROJECTS/ACTIVITIES - 2006
2006 - 2007 ACTIVITIES - By RANKING**

REHABILITATION – HOUSING	372,500	35%
Emergency Repair		
Vinyl Siding		
Service Delivery		
BOND REPAYMENT	242,500	22%
Shoreline Drive		
PUB. FACILITIES – ASSESSMENTS	73,000	7%
Street		
Lot maintenance		
GENERAL ADMINISTRATION	178,000	17%
General Admin.		
Affirm. Action		
PUBLIC SERVICES	120,000	11%
Recreation Programs		
Sr. Transit		
CBO Grants Program		
CODE ENFORCEMENT – HOUSING	83,000	8%
Code Inspections		
Residential Clearance		

**2006 HOME INVESTMENT PARTNERSHIPS PROGRAM
ANNUAL STATEMENT OF PRIORITIES & PROPOSED PROJECTS**

The HOME Investment Partnerships Program was created by the National Affordable Housing Act of 1990, and the City of Muskegon is a designated "Participating Jurisdiction," which allows direct allocations of funds from the Dept. of HUD. Portions of these funds may be awarded to non-profit organizations to assist with the provision of affordable housing and support services; other eligible activities include acquisition, construction, rehabilitation, investor/rental rehabilitation, down-payment assistance and assistance to first-time homebuyers. The City's Statement of Priorities and Proposed Projects for this period follows the Summary of Resources and Proposed Amendments below:

Project Resources: **\$301,767**

Program Income **\$ 45,000 (estimated)**

Housing Priorities and Proposed Projects

Proposed projects will aid in the prevention of further loss of viable housing units, increase affordable homeownership opportunities, encourage new development of affordable housing, and provide continued support for shelter and service programs for the homeless and persons at-risk of homelessness as follows:

- | | |
|-------------------|---|
| \$ 105,000 | <u>Community Housing Development Organizations.</u> Continued assistance to support non-profit organizations providing housing and housing related activities, and activities for the needs of the homeless and those at risk of homelessness, and technical assistance to emerging non-profit housing organizations. 10 Households/Citywide |
| \$30,176 | <u>Program Administration.</u> General management, oversight and coordination of HOME program activities. Funding includes staff salaries, fringe benefits, office supplies and equipment. |
| \$25,000 | <u>Rental Rehabilitation.</u> Assistance to residential rental property owners to offer a 50% match on their rehabilitation activities in their housing units. |
| \$85,000 | <u>Tax-Reverted Infill Program.</u> Assistance to construct single-family dwelling on tax-reverted properties not neighborhood specified. 1 family/targeted neighborhood. |
| \$100,000 | <u>Tax-Reverted Rehabilitation Program.</u> Assistance to rehabilitate tax-reverted single-family structures and sell to low/moderate-income resident after rehab. 1 family/targeted neighborhood. |

\$301,767 - HOME PROJECTS/ACTIVITIES - 2006

2006 HOME INVESTMENT PARTNERSHIPS PROGRAM CITY OF MUSKEGON COMMUNITY & NEIGHBORHOOD SERVICES PROGRAM DESCRIPTION

2005 ALLOCATION OF FUNDS	\$301,767
Program Income (estimated)	45,000

HOME Community Housing Development Organizations (CHDO's) \$60,000

As a participating jurisdiction, the City of Muskegon is required to provide opportunities for Community Housing Development Organizations to utilize HOME funds to produce affordable housing within the City of Muskegon. Funding will include the provision of technical assistance to assist in building the capacity of CHDO's to produce affordable housing and for administrative support of the organizations within the regulatory guidelines. Eligible activities include the acquisition of vacant land or existing structures, the construction or rehabilitation of these properties for occupancy by low to moderate-income individuals.

Tax-Reverted Infill: \$85,000

The City of Muskegon will use the allocated HOME funding to construct a single-family home on a designated tax-reverted lot not neighborhood specifically to be located in one of the city's low/moderate-income eligible neighborhoods. The home is to be sold to a low/moderate family whose income is at or near 80% of the city's median income. The potential owners will be recruited with the assistance of one of the city's CHDO's. Down-payment assistance may be available through the CHDO. The length of the affordability period will be determined by the amount of HOME funds used as a subsidy in the project.

Program Requirements

Properties must be purchased/ occupied by low to very-low income tenants those with incomes at or below 80% of area median income.

Recapture provisions

The City elects to adopt the recapture of the homebuyer subsidy. The homebuyer subsidy will be forgiven by the City at a rate of 1/180 per month throughout the term of the affordability period. Upon sale of the property by the homeowner within the affordability period, the homeowner will be required to repay a prorated portion of the HOME funds used to subsidize the purchase of the home.

The property owner's return on investment at the point of sale will include:

- The amount of the homebuyer's down payment made from their own resources
- The amount of mortgage principle repaid at the time of resale
- The appreciated value of the property (Appraised value at resale less the appraised value of the property at the time of purchase by the homeowner).

The homeowner will receive the full amount of the fair return only if sufficient sale proceeds remain after all outstanding debt (including repayable HOME subsidy amounts) and closing costs are paid. Any proceeds remaining after payment of the outstanding debt, closing costs, fair return, and any HOME subsidy repayment will be shared 50/50 between the homeowner and the City. Any funds repaid to the City will be returned to the HOME trust fund. Repayment of the

HOME subsidy amount will not be required is the resale does not provide sufficient net proceeds to satisfy other outstanding debt, pay closing costs, and offer a fair return on investment to the property owner. Partial repayment may be required based on the amount of sales proceeds received by the homeowner.

Tax-reverted Rehabilitation:

\$100,000

The City of Muskegon will use this funding to rehabilitate a single family structures obtained through the tax-reversion process, the private market, the dangerous building list or through the U. S. Housing and Urban Developments "Good Neighborhood Program".

The funding will be used to rehabilitate the dwelling to code. After the rehabilitation is completed the structures will be sold to an income eligible low/moderate-income family through a partnership with one of the communities CHDO's.

The future occupants will have incomes preferably below 65% of area median income. Any profits obtained from this program will be reallocated to the local HOME funds. The recapture provisions are the same as under the Infill program

HOME Administration:

\$30,176

The City of Muskegon will use the funding to administer all HOME programming.

Rental Rehabilitation Program

\$25,000

This program will provide funding for the rehabilitation of existing rental units located in the City of Muskegon occupied by families whose annual incomes do not exceed 60 percent of the median family income for the area, adjusted for family size. The City will provide a maximum of \$30,000 by matching the owner's contribution to the rehabilitation. The property owner must contribute the remaining development costs. Properties rehabilitated under this program must meet applicable local building codes at the completion of the project.

Property owners will be eligible for assistance under the City's Rental Rehabilitation programs only if there are no outstanding legal actions pending against them for chronic outstanding violations. Landlords who have already received assistance under the HUD Rental Rehab program, the MSHDA HOME Rental Rehab program, or the City's HOME Rental Rehab program will not be eligible for additional assistance to the same properties. Qualifying property owners must be current on all taxes and debts owed to the City of Muskegon prior to submitting their application for assistance, and throughout the HOME affordability period.

Tenant Occupancy

For property receiving HOME Rental Rehabilitation assistance, the units must be occupied by families with incomes at or below 80% of area median income, adjusted for family size. Income determinations will be made at the time of application. Tenant occupancy and income will be re-certified annually for the length of the applicable affordability period.

Monitoring

In compliance with CFR 24 91.230 the City of Muskegon requires all funded subrecipients and Community Housing Development Organizations (CHDO's) to sign an agreement contract listing their intended scope of services, a delineated budget and to include all required supporting documentation. (i.e. 501 C3 verification, list of staff demographics etc) As well as including in the agreement all pertinent City of Muskegon and U. S. Department of Housing and Urban Development requirements.

In addition, all Subrecipients and CHDOS are required to submit quarterly progress reports detailing the organization/agency accomplishments during the past quarter, and or the number of minorities and or low and moderate income residents served.

The City of Muskegon Community and Neighborhood Services also physically monitors all Subrecipients and CHDO's at their sites once a year which includes reviewing policies, procedures as well as activities and accomplishments.

RELEVANT NARRATIVE STATEMENTS

Issue: Continuum of Care Strategy for the Homeless

Muskegon County's Continuum of Care¹ can be viewed as four interconnected phases. **Phase One** is an outreach and entry phase. The homeless, near homeless and the working poor at risk of homelessness are identified by organizations that provide life-sustaining assistance...shelter, food and financial support. These entities include the Salvation Army, City Rescue Mission, Red Cross, Community Action Against Poverty, Every Woman's Place, Catholic Human Development Outreach and the COGIC Center of Trinity Village. Their obligation to this strategic plan is to identify and perform an initial assessment. This process allows referral to safe shelter for the homeless and to case management services for the near homeless to prevent the loss of home.

Phase Two is a barrier identification and case management phase. During this phase, client issues are explored more intensely, and individual, client-driven case management plans are designed. Additional services from the community are then "wrapped around" the client that addresses the barriers to safe housing and economic stability. These may include employment assessment and training, substance abuse treatment, support services education, health and dental care provisions, legal support, individual and family counseling and movement into a transitional living situation. The near homeless continue to be monitored and supported to prevent their loss of home. Organizations involved at this time include Family Centers, Legal Aid, Treatment Centers, County Employment and Training sites, Health Care providers, and mental health specialists. It should be noted that even with expensive services in this Phase, a lack of transitional housing can result in a "revolving door" situation, with clients returning into Phase One.

Phase Three continues the case management plan, with additional emphasis on self-supporting skills such as gaining and retaining a life sustaining wage, budgeting, parenting, permanent housing education and nutrition. Clients in this phase are moved toward permanent housing, if previously homeless, or toward greater stability if identified originally as near homeless. Housing education stresses home ownership as a preferred strategy over renting. In this phase, Housing Commissions, financial institutions, neighborhood associates and the faith-based community are included.

Clients in **Phase Four** are supported in their efforts to gain and maintain a permanent residence, both physically and financially. Section 8 housing vouchers, city renovation project grants, and low or no-cost reclamation loans are sought for this purpose. Support services are offered as required to continue the development and stability of the family toward self-sufficiency and economic sustainability. Case management services taper off, as clients become more self-reliant.

Priorities in Muskegon County include support for emergency shelters, additional transition housing units, and a computerized case management system for data collection and analysis.

Issue: Fair Housing Needs Impediments

The City of Muskegon continuously works to assure that any impediments to fair housing opportunities are removed. It is the City of Muskegon administration position that the 2000

Census will illustrate that the City of Muskegon has seen a shift in housing patterns in the last 10 to 15 years where minorities are residing in areas of the city formerly only occupied by white residents. Some of the credit for this shift can be attributed to the work of the nonprofit community promotion of homeownership and also the local realtor community, which has been promoting homeownership throughout the City. The City of Muskegon has also increased the availability of quality housing within the city in a number of ways. The City's Infill programs have given the opportunity to low and moderate-income residents to purchase home they would not be able to afford with out the subsidy.

In the last decade the City of Muskegon has also experienced a significant increase in the availability of quality rental housing. Several complexes have been built by the private market offering quality-housing opportunities for low and moderate-income residents, which includes rental assistance. Even with the increase in available rental housing there still appears to be a need for addition rental assistance. During the period of March 18, 2002 thru March 22 2002, the Muskegon Housing Commission advertised open enrollment for its Section 8 vouchers/certificates a total of approximately 1257 applications were received by the Housing Commission from the public hoping to obtain rental assistance. January 9, 2003, Muskegon Heights had an open enrollment for their Section 8 program. A total of 1,000 applications were accepted at that time.

The City of Muskegon Inspection department has aggressively implemented a policy that targets substandard housing in the City, requiring that the housing is brought up to code in a quality manner by the owner or the housing is demolished which eliminates the substandard housing from the City's housing stock and also eliminates the possibility of the substandard housing being rented and or sold to someone not in a quality condition.

Anyone wishing to make a complaint concerning housing related issues is directed to the City of Muskegon Affirmative Action office.

Issue: Welfare Reform Impact

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 represents significant changes in perceptions of 'welfare reform'. The challenges represented are critical to all segments of a given community, and the City of Muskegon is no exception. The Dept. of HUD is promoting a three-pronged response to begin addressing this issue, and the City of Muskegon will make every attempt to expand its partnerships with HUD, the State of Michigan, and community organizations to provide viable services to its residents affected by the legislation by promoting the following endeavors:

- * Support for the creation of job opportunity through economic development activities;
- * Support and monitoring of innovative uses of tenant-based rental assistance linking welfare recipients to jobs;
- * Support and continued promotion of the family self-sufficiency concept;
- * Provide supportive technical assistance when needed, to help welfare recipients make the transition from dependency to work through expansion initiatives, funding for supportive services and encourage initiatives that provide access to education and job training.

The City acknowledges several area agencies that provide assistance and supportive services

with these common goals, and will continue to expand its role and partnerships, as debate on this issue and its impact continue to be assessed.

Issue: Lead Paint Hazard Reduction

The City will continue to coordinate actions toward reduction of lead hazards in housing units with the Muskegon County Health Department, particularly in homes occupied by children under the age of seven-(7), and with elevated blood lead levels. Although, the number of homes rehabilitated under the City's housing programs remain a small portion of units suspected to have lead hazards, the County Health Department continues to focus on the existence of hazards in the community and employs various strategies through area social service agencies for abatement, education, screening and coordination.

The City's actions toward eradication of this particular hazard to the community involves the following:

- * Continued support and coordination with the Muskegon County Health Department;
- * Priority consideration under housing programs to households with children with elevated blood lead levels;
- * Allocation of CDBG/HOME funding for lead hazard abatement and remediation in rehabilitated homes; and
- * Provision of the most current information, data analysis, and prevention methods to the general public through brochures, pamphlets and other education materials on the risks of lead poisoning.

Under the City's HOME Program, certain activities involve the acquisition and/or sale of single-family properties and investor-rehabilitation assistance for rental properties. Under this program, the following actions apply for purchase, rental, and renovation of pre-1978 housing units:

- * *Investor/Landlords* must disclose known information on lead-based paint hazards before leases take effect;
- * *Sellers* must disclose known information on lead-based paint hazards before selling a housing unit; buyers have a minimum of ten (10) days to check for hazards; and
- * *Rehabilitation* activities will include specific inspection specifications and procedures for use by contractors performing construction services.

The City of Muskegon has worked diligently to train both its staff and its contractors in lead paint remediation. The CNS office has four members of its staff certified in safe work practices. Its rehabilitation inspector is certified in lead supervision and as a lead wiper. The City has also financed the training of a total of approximately 62 area contractors in safe work practices and a total of seven as Lead Based Paint supervisors. The City of Muskegon currently has a qualified staff person who is authorized to teach the safe work practices class and is planning to offer several in house training classes.

Public Housing

The Muskegon Housing Commission an independent agency from the City of Muskegon is not eligible for the Comprehensive Grant because of the number of housing units in its inventory.

During this fiscal year the City of Muskegon Community and Neighborhood Services Office assisted the Muskegon Housing Commission by conducting the Environmental Review assessment for the Commission Capital Fund grant.

According to the Muskegon Housing Commission's Annual Public Housing Plan the Commission has nine goals for this fiscal year.

1. Manage the Commission's public housing program in an efficient and effective manner to achieve minimum status as a standard performer.
2. Continue to provide a safe and secure environment in the Muskegon Housing Commission's public housing development known as Hartford Terrace.
3. Close out Turnkey III program
4. Expand Section 8 Housing Voucher program opportunities for low income families
5. Close out 5(h) Homeownership program
6. Expand Family self-sufficiency, Community and Supportive Services Opportunities.
7. Expand activities for residents at Hartford Terrace
8. Seek to improve Resident Assessment Satisfaction Survey results
9. Continue to modernize Hartford Terrace Apartment Complex

HOUSING AND COMMUNITY DEVELOPMENT NEEDS

Conditions

The overall condition of housing units in Muskegon is good. Much of the City's substandard housing stock has been eliminated over the past 20 years through Urban Renewal and the City's ongoing demolition program. On the other hand the number of the city's housing units continue to need repairs. Reinvestment in the City's housing stock is highly correlated with the strength of the local economy, and the availability of state and federal funds to assist the low and moderate income residents in the community.

Housing Needs

The greatest housing problem occurs in non-elderly renter households. In 1980, fifty-five percent of the city's low-income households were homeowners and 45% were renters. By 1990, the ratio had reversed with only 34% of the City's very low-income households being homeowners and 66% were renters, the 21% increase in the very low income rental population resulted in increased demand for rental units that are affordable to the very low-income families, most of whom need some form of income or rental subsidy to meet housing needs. 1.364 or 17% of the city's total owner-occupied households have incomes between 51% and 80% of the area median. This is interesting because it is 5% lower than the percentage of homeowners who fall below 50% of median income. The higher percentage of very low-income homeowners can be explained by the large numbers of elderly homeowners on fixed incomes that fall into the very low-income category. Most of these elderly families purchased their homes when they were employed and now are on fixed incomes and therefore now lack sufficient funds to maintain the homes.

Housing Market Conditions

According to the 2000 U.S. Census the City of Muskegon had 15,999 housing units; 8,284 owner occupied, 6,285 renter and 1,430 vacant. A loss of 20 units occurred since 1990, but the loss was higher than the City's population loss. Overall city vacancy rates have remained relatively stable. However, among the subsidized rental properties that are designed to remain affordable to the city's low-income residents, there are few vacancies other than normal turnover.

Affordable Housing Needs

Owner-occupied housing units and rental units are all in great need of maintenance and repair.

There is a need for additional rental subsidies for renter household. The Muskegon Housing Commission is the designated Public Housing agency for the City. The Housing Commission has had a major impact in the last few years creating affordable housing units. There is an extremely high demand for Section 8 Rental Assistance. The Section 8 waiting list was recently open from March 18 thru March 22, 2002. During the period the Muskegon Housing Commission received a total 1257 applications for Section 8 rental assistance. Which illustrates the continuous need for additional rental assistance for the low and moderate-income residents of Muskegon

Homeless Needs

The homeless exist in Muskegon County but are nearly invisible. A larger number of households are at-risk of homelessness. These households use area food pantries, soup kitchens, and short term rent assistance.

Precise data did not exist for the homeless and at-risk populations at the beginning of the City's five-year plan; however changing economic trends and household demographics, have begun to formulate a statistical database which identifies an increasing population. These trends are readily referred to in the Muskegon Area Homeless Coalition Continuum of Care Plan finalized during early, 2003 and updated yearly

This public policy approach and strategy for meeting the needs of the homeless and those populations at risk of becoming homeless demonstrates that homelessness is not caused merely by a lack of shelter, but involves a variety of underlying, unmet needs ---- physical, economic, and social, and refines a stronger focus toward developing strategies to address these needs. The result has enacted a specialized care system to move homeless persons to permanent housing with associated support services to provide outreach, intake and assessment to be coordinated with a centralized tracking system to define services, broad access to emergency shelters, transitional housing and record demographic data of persons served. The expected outcome will guide the allocation of resources addressed by the Consolidated Plan, with a broad-based approach, including focussed discussion among surrounding municipalities, and area wide service providers to establish a balanced system which includes emergency shelter, transitional housing, and associated supportive assistance.

Public and Assisted Housing Needs

Name of Local Housing (LHA): Muskegon Housing Commission. The Commission operates Hartford Terrace Apartments, a 160-unit elderly/disabled housing complex; Section 8 Tenant Assistance vouchers/certificates.

Conditions of LHA units: There has been an effort in the last 2 years to conduct major rehabilitation at the Housing Authority although money has been limited.

Barriers to Affordable Housing

There are no current or outstanding court orders, consent decrees or formal U.S. Department of Housing & Urban Development sanctions which act as barriers to affordable housing within the City of Muskegon. However in order to facilitate the City's efforts, the City has requested waivers through the Enterprise Community project, as described below:

1. Waiver Request - Public Assistance Programs

The use of public assistance grants to offset employers' salary costs for newly hired public assistance recipients in order to help recipients get jobs and to expand jobs.

Pilot projects which mandates job search for ADC applicants.

Extension of Medicaid coverage to ADC clients entering the work force beyond the 12-month period currently provided.

Exemption for one vehicle regardless of value from the current asset limitations.

2. **Waiver Requests - Public Housing Facilities**

Waiver to keep elderly families only in housing for elderly and not disabled residents of any age.

Lead-Based Paint Strategy

The Muskegon County Health Department is the primary agency involved in the identification of lead poisoning cases in the community and as such the lead agency for hazard identification and treatment of persons with elevated blood levels of lead. Youth in Muskegon are at high risk for lead poisoning for a number of reasons:

97% of the City's housing units were built before 1979

12% of the City's housing units are estimated in substandard condition

26% of the City's households are below the poverty level

41% of the City's housing units are rental with many concentrated in the inner city

Since September 2001 the City of Muskegon has tested all structures by a lead based risk assessor in its rehabilitation programs excluding emergency repair and vinyl siding project.

Anti-Poverty Strategy

The City of Muskegon makes concerted efforts to enhance the quality of life for all of its citizens, including families and individuals living at or below federally established poverty standards. The standards are defined by household income levels, tenure and makeup, extent of overcrowding and substandard conditions, unemployment, human service needs, and homelessness.

In order to assist residents with breaking the cycle of poverty, the City has embarked on several projects, to break the poverty cycle by implementation of several centrally focussed strategies:

- * Encourage the improvement of existing housing conditions by continuing support of City-administered housing programs, i.e. code enforcement, low-cost comprehensive grant/loan repair assistance; continued encouragement and support for initiatives aimed at first-time homebuyers, and mortgage financing which fosters affordable housing opportunities, such as those currently provided by the Neighborhood Investment Corporation.
- * To create viable employment options by supporting area wide economic development activities, including training and re-training of displaced workers, the development of projects which target economic opportunity for designated poverty-level segments, and to assist new and retain/expand existing businesses.
- * By supplying funding when available to a number of public services that work diligently to assist low income resident break the cycle of poverty. These public services include areas of assistance that focus on health especially in the minority community, legal services, childcare, transportation and education, parent support.

Coordination

As part of the community-based partnership organizations and agencies participating in the development of the Consolidated Plan, over 100 local service providers were consulted. Overwhelming support was provided, with many agencies offering additional programs and resources, such as: The Muskegon Housing Commission, Muskegon Department of Social

Services (State of Michigan), Muskegon County Department of Community Mental Health, Muskegon County Health Department, Michigan State Housing Development Authority and Michigan Region 14 Area Agency on Aging.

The 2006-2007 CDBG/HOME activities are significantly consistent with the priorities as developed in the 2005 – 2010 Consolidated Plan.

The City is meeting all its stated housing priorities through its partnership with the CHDO's and its in-house Infill and emergency repair programs.

PRIORITY 1. To allocate at least the required amount of HOME funding to area CHDO's to assist low-income with down-payment assistance and increase their ability to obtain mortgages.

PRIORITY 2. By working through the City's Infill project to increase the number of new homes constructed within the targeted areas.

PRIORITY 3. Rehabilitate owner-occupied and rental structures through the community.

The non-housing priorities are consistent with those established in the Consolidated Plan because the 2006 – 2007 activities in this category promote small business development and overall community economic development.

PRIORITY 1. To work collaboratively to increase new employers and the availability of skilled workforce.

PRIORITY 2. Increase developable land in the areas of commercial, industrial and residential.

PRIORITY 3. Increase number of small businesses.

The City of Muskegon public service is highly correlated with the established Consolidated Plan that was under the category of Neighborhood Objectives. The 2006-2007 activities consist of infrastructure improvements, recreation activities, senior programs, veteran programs, education support neighborhood improvement programming, and health outreach

The neighborhood priorities as developed in the Consolidated Plan are:

PRIORITY 1. Increase Leisure Services activities/facilities.

PRIORITY 2. Improve quality of life in low/moderate income neighborhoods.

PRIORITY 3. Increase neighborhood retail opportunities

PRIORITY 4. Improve and upgrade city public safety equipment

PRIORITY 5. To continue to work with and when possible supply financial assistance to subrecipients in the health field.

As in the past the City of Muskegon will periodically during the fiscal year review its activities to assure that the performances of its programs are meeting its goals and objectives. This will be accomplished by reviewing subrecipients and CHDO's quarterly reports as well as conducting on-site monitoring visits. As well as reviewing the department's performance on a monthly / quarterly basis. All subrecipients and CHDO's are informed in their agreements that they have one year to complete their projects (June 1 through May 31) unless an extension is granted by the City of Muskegon Community and Neighborhood Services

Public Comment

The City of Muskegon advertised the availability of the 2006-2007 Action Plan in the Muskegon Chronicle, the county's largest daily newspaper. The comment period for the Action Plan was March 31, 2006 to April 30, 2006.

The following comments were received from Citizen's District Council members:

ACTION PLAN - YEAR 30

6/01/06 thru 5/31/07

**Community Development Block Grant Program
Description of Key Proposed Projects**

	<u>AMOUNT</u>
<u>PROGRAM ADMINISTRATION</u>	\$178,000
<u>SHORELINE DRIVE – Bond Repayment</u>	242,500
<u>HOUSING REHABILITATION</u>	372,500
<u>PUBLIC IMPROVEMENTS</u>	63,000
<u>CODE ENFORCEMENT</u>	40,000
<u>RESIDENTIAL CLEARANCE</u>	43,000
<u>PUBLIC SERVICES</u>	120,000
TOTAL - CDBG	\$1,059,000

**HOME Investment Partnerships Program
Description of Key Proposed Projects**

DEVELOPMENT	
Tax-Reverted Infill	\$110,000
SUPPORT SERVICES	
Certified Community Housing Development Organizations	60,000
HOUSING	
Tax-Reverted Rehabilitation	100,000
Rental Rehabilitation	45,000
ADMINISTRATION	30,176
CONTINGENCY	<u>1, 591</u>
TOTAL – HOME	\$346,767

Date: April 11, 2006
To: Honorable Mayor and City Commissioners
From: DPW
RE: Consideration of Bids
Beach Leveling

SUMMARY OF REQUEST:

We received five bids for the beach-leveling contract for Pere Marquette Park. The lowest bidder, Hitsman Enterprises, failed to submit the bid bond as required by the contract. The other four bidders did not include bids for 2007, and 2008.

Due to the irregularities in the bids submittal, staff is requesting rejection of all bids and authorization to re-bid the project. However, if the commission decides to waive these irregularities we suggest that Hitsman Enterprises be awarded a one-year contract, since they were the lowest bidder with a bid price of \$48,000.00. We would then re-bid the project in 2007.

FINANCIAL IMPACT: \$48,000.00

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Reject all bids.

COMMITTEE RECOMMENDATION:

2006 Beach Leveling					
	<u>Hitsman</u>	<u>Double L Enterprises</u>	<u>McCormick Sand</u>	<u>Heyboer Excavating</u>	<u>Felco Contractors</u>
	<u>107 California</u>	<u>5215 Industrial Park</u>	<u>955 S 102</u>	<u>17340 Hayes</u>	<u>856 Pulaski</u>
	<u>N. Muskegon</u>	<u>Montague</u>	<u>Shelby</u>	<u>Grand Haven</u>	<u>Muskegon</u>
Beach leveling	\$48,000.00	\$51,800.00	Incomplete	\$55,248.00	\$53,300.00
per contract					

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

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

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

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

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

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

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

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

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

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

Fire Department
(231)724-6792
FAX: (231)724-6985

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

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

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

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

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

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

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

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

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

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



March 17, 2006

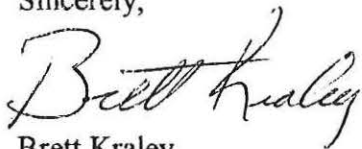
To Whom It May Concern:

The City of Muskegon Department of Public Works is inviting your company to bid on leveling sand and removing snow fence at Pere Marquette Park. If you are interested in bidding, you must attend a mandatory pre-bid meeting at Pere Marquette, at the bathhouse, on Wednesday, March 29, 2006 at 2 p.m. Bids are due Monday, April 3, 2006 by 2 p.m. Late bids will not be accepted; they will be returned unopened. If you are interested in bidding, please complete the enclosed bid forms and return them to:

City of Muskegon/City Hall
Clerk's Office
933 Terrace St.
Muskegon, MI 49443

If you have questions contact Brett Kraley, Equipment Supervisor, at (231) 724-6937.

Sincerely,


Brett Kraley
Equipment Supervisor

**CITY OF MUSKEGON DEPARTMENT OF PUBLIC WORKS
SAND/SNOW FENCE REMOVAL 2006**

The City of Muskegon reserves the right to accept or reject any bids, to advertise for bids a second time, to waive any defects or informalities in the bid and to award the bid as deemed in the best interest of the City.

MANDATORY PRE-BID MEETING: Wednesday, March 29, 2006 at Pere Marquette Park at the bathhouse at 2 p.m.

DUE DATE: Monday, April 3, 2006 by 2 p.m. Late bids will not be accepted and will be returned unopened.

A 5% bid bond in the form of a cashier check or a bid bond must accompany all bids.

All bids must be sealed and marked **"SAND/SNOWFENCE REMOVAL"**.

Bids must be submitted on proposal form provided in the bid packet; bids not submitted on the proposal form will not be considered. Additional information may be attached.

SEND TO:

City of Muskegon/City Hall
Clerk's Office
933 Terrace St.
Muskegon, MI 49443

**CITY OF MUSKEGON
REQUEST FOR BID PROPOSALS**

The City of Muskegon Department of Public Works is soliciting bids for sand/snow fence removal at Pere Marquette. Bid packets are available at the:

City's Clerk Office
993 Terrace St
Muskegon, MI 49440

A mandatory pre-bid meeting will be held Wednesday, March 29, 2006 at 2 p.m. at Pere Marquette at the bath house. All bids must be received in the Clerks Office by Monday, April 3, 2006 at 2:00 p.m. local time. If you have any questions, you may contact Brett Kraley, Equipment Supervisor at (231) 724-6937.

The City of Muskegon reserves the right to accept or reject any bids, to advertise for bids a second time, to waive any defects or informalities in the bid and to award the bid as deemed in the best interest of the City.

Sand/Snow Fence Removal Specifications
City of Muskegon
2006

LOCATION:

The portion of Pere Marquette Park known as Lake Michigan Beach from the Coast Guard Station (north) to the City of Muskegon Water Filtration Plant (south)

DATE:

Work can proceed upon receiving a work order and approval of the Equipment Supervisor. Work is to be satisfactory completed per Equipment Supervisor or his reps. by May 20, 2006. Operational hours are between the hours of 6am-8pm. Note: Consideration must be given to residents regarding noise and time of day. Leveling work will begin on the north end of beach first and proceeds south.

TIME TO COMPLETE WORK:

Contractor may incur \$1000 per day penalty if work not completed by May 20, 2006

DESCRIPTION OF WORK:

Note: Not all items listed may be awarded.

Item "A" Snow fence Removal and Beach Leveling

Snow fence must be removed in a manner that will minimize damage to the fence and posts to preserve it for future use. All fence material is to be rolled in tight rolls not to exceed 50 feet in length. Fence posts must be removed in such a manner to prevent bending and distortion. **All materials used to attach fence to posts and fence to fence are to be disposed of in an approved manner.** Fence and posts are to be stacked in a central location or on a trailer/truck provided by the city in the proximity of the job site as designated by the Equipment Supervisor. Note: non-useable fence and posts are to be separated from good materials and disposed of by the contractor in an acceptable manner. City will determine non-useable material.

Grading on the beach is to be a gradual slope from the sidewalk edge or road where there is no sidewalk to the waters edge of Lake Michigan. Where there are sand accumulations from around stationary objects, terraces and sidewalks shall be removed, deposited on the beach and rough graded. Some of the deposited sand will be used by the contractor to create a play hill. Final grades in the volleyball court area to be reasonably level (semi finished). Note: logs and other

such objects natural or man made (tires) are not to be buried. They are to be placed in a designated area location for the city to haul away. Any sand areas located between concrete surfaces must be finished to a grade no higher than the surrounding areas.

Item "B" Sand Removal Parking Lots:

In addition to removing snow fence around the parking lot(s) as specified in **Item "A"** remove all sand accumulations from parking lots and between the lots in designated areas as marked on the attached diagram. Remove sand from the bike path. All sand is to be returned to the beach area and rough graded. Sand areas located between concrete surfaces and parking lots must be excavated and finished to a grade no higher than the surrounding paved areas as designated on the attached diagram.

Item "C" Leveling of sand:

Indicated by map "C" same manner as "A"

EQUIPMENT AND TIME:

Bidders must list the type and size of equipment to be used and estimate the total number of days required to complete the work. Also required is hourly rate of equipment with the operator.

SAND/SNOW FENCE REMOVAL 2006

Item "A" Snow Fence Removal and Beach Leveling: Cost \$ _____ (LS)

List equipment, total number of days to complete the work and hourly rate of equipment with operator.

Item "B" Parking Lot(s) Sand and Snow Fence Removal:
Cost \$ _____ (LS)

List equipment, total number of days to complete the work and hourly rate of equipment with operator.

Note: All items listed MAY NOT be awarded.

Item "C"

Name of Bidder: _____

Company: _____

Company's Address _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: _____ E-mail: _____

Signature of Bidder: _____ Date: _____

SEND TO:

City of Muskegon/City Hall
Clerks Office
933 Terrace St.
Muskegon, MI 49443

CONTACT PERSON:

Brett Kraley
Equipment Supervisor
(231) 724-6937
Fax: (231) 722-6249

NOTE: The City of Muskegon reserves the right to accept or reject any bids, to advertise for bids a second time, to waive any defects or informalities in the bid and to award the bid as deemed in the best interest of the City.

MANDATORY PRE-BID MEETING WEDNESDAY, MARCH 29, 2006 AT 2:00 P.M. @ Pere Marquette Park Bathhouse

ALL BIDS MUST BE SEALED AND MARKED "SAND/SNOW FENCE REMOVAL BID". THE LAST DAY TO SUBMIT THE BID IS MONDAY APRIL 3, 2006 BY 2:00 P.M.

LETTERS OF RECOMMENDATION IN LIEU OF PERFORMANCE BOND

Four letters of sincere recommendation may be presented to the City Manager in lieu of a performance bond when this Contract is under the amount of \$50,000 and the successful Bidder cannot produce the appropriate performance bond.

To use letters of recommendation for this purpose, your intention to do so must be disclosed as part of your bid, so that a decision on acceptability can be made prior to the contract award.

The four letters are to be presented prior to the execution of the Contract Agreement and must be accompanied by the Statement of Bidder's Qualifications. Each of the four letters should contain no less than the following information:

THE LETTER OF RECOMMENDATION PACKAGE IS SUBJECT TO CITY MANAGER AND/OR CITY COMMISSION APPROVAL PRIOR TO LETTING THE BID OR EXECUTING THE AGREEMENT.

SUMMARY OF INFORMATION TO BE INCLUDED IN EACH LETTER OF RECOMMENDATION

1. On letterhead of the recommending company, including name, address and phone number of the recommending company.
2. Include reference to the name of the company being recommended.
3. Include a brief description of the type of each of the projects the recommended company performed, the total dollars contracted for each, and the date of construction start and completion under each contract.
4. Include a statement indicating how the company being recommended performed the work involved under the contracts, whether the recommended company accomplished the work satisfactorily and within the appropriate time limits of the contracts.
5. Indicate if there was any default on the part of or litigation as a result of the recommended company.
6. Indicate if, to the best of knowledge, all subcontractors and/or suppliers of labor or materials on each project were properly compensated by the company being recommended.
7. Include a statement the same as, or similar to the following:

"I, on behalf of my organization (or company by name) recommend this company (or the name of the company being recommended) as responsible and competent, and I believe they can capably perform construction work similar to that described in this letter in a timely and satisfactory manner."

