

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 25, 2008

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
- ❑ INTRODUCTIONS/PRESENTATION:
- ❑ CONSENT AGENDA:
 - A. Approval of Minutes. CITY CLERK
 - B. Magnetic Flow Meter. WATER FILTRATION
 - C. Muskegon Bike Time Events, Inc. - July 18th thru July 20th, 2008. LEISURE SERVICES
 - D. Consideration of Bids for the Culvert Replacement at the West Branch of Ruddiman Creek, North of Sherman Blvd. (SP-202). ENGINEERING
 - E. Budgeted Vehicle Replacement. PUBLIC WORKS
 - F. Crack Sealing Machine. PUBLIC WORKS
- ❑ PUBLIC HEARINGS:
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:
- ❑ UNFINISHED BUSINESS:
 - A. Create a Special Assessment District for Estes Street, Fair to Lakeshore. ENGINEERING
 - B. Create a Special Assessment District for Seventh Street, Muskegon to Webster. ENGINEERING

□ **NEW BUSINESS:**

- A. Water Service Agreement with the City of Muskegon Heights. CITY MANAGER
- B. Environmental Program Trash Clean-up Contract. PLANNING & ECONOMIC DEVELOPMENT
- C. Environmental Program Mowing and Trash Clean-up Contract. PLANNING & ECONOMIC DEVELOPMENT
- D. Site Assessment Development and Reimbursement Agreement between Viridian Properties LLC and the City of Muskegon. PLANNING & ECONOMIC DEVELOPMENT
- E. Liquor License Transfer Request for Community Management, Inc., 1149 Wood. CITY CLERK
- F. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following: PUBLIC SAFETY

555 Amity – Area 12

256 Iona – Area 11

811 W. Grand – Area 12

1850 Park

□ **ANY OTHER BUSINESS:**

□ **PUBLIC PARTICIPATION:**

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

□ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE BECKER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

Date: March 25, 2008
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes for the March 10th Commission Worksession, and the March 11th Regular Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 25, 2008

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, March 25, 2008.

Mayor Warmington opened the meeting with a prayer from Reverend Diane Bowden from the Crestwood United Methodist Church after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Stephen Gawron, Commissioners Clara Shepherd, Lawrence Spataro, Sue Wierengo, Steve Wisneski, and Chris Carter, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Becker.

2008-28 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes for the March 10th Commission Worksession, and the March 11th Regular Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Magnetic Flow Meter. WATER FILTRATION

SUMMARY OF REQUEST: Award a contract to replace the venturi tube meter at the filtration plant with a more accurate magnetic flow meter to Jackson Merkey contractors of Muskegon; the lowest responsible bidder with a bid price of \$256,475.

FINANCIAL IMPACT: \$256,475.

BUDGET ACTION REQUIRED: The 2008 Filtration Plant capital improvements budget includes \$130,000 for the meter and clear well valve projects. The first quarter budget re-forecast will be adjusted to reflect the deletion of the clear well project and to increase the meter project budget to \$270,000.

STAFF RECOMMENDATION: Award of this project to Jackson-Merkey Contractors at a cost of \$256,475.

C. Muskegon Bike Time Events, Inc. - July 18th thru July 20th, 2008. LEISURE SERVICES

SUMMARY OF REQUEST: Muskegon Bike Time sent a letter dated October 22, 2007, which included several requests to the City of Muskegon. The Leisure Services Board and City staff have reviewed the request and recommend approval, with the conditions outlined in the staff memo from Cathy Brubaker-Clarke, dated March 17, and with the modifications suggested by the Leisure Services Board at their March 17, 2008, meeting.

FINANCIAL IMPACT: Additional information will be needed regarding the City equipment for Bike Time. It is recommended that staff make the final decision regarding rental fees, actual costs, and/or exchange of concert tickets.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request from Bike Time as outlined in their letter dated October 22, 2007, with the conditions outlined by staff in the memo dated March 17, 2008, and the Leisure Services Board.

COMMITTEE RECOMMENDATION: The Leisure Services Board approved the request from Bike Time with the conditions outlined by staff in the March 17, 2008, memo, and with the final information regarding closure of Clay Avenue between 3rd and 4th Street during Parties-in-the-Park to be coordinated through the Police Chief and the Parties-in-the-Park Committee.

D. Consideration of Bids for the Culvert Replacement at the West Branch of Ruddiman Creek, North of Sherman Blvd. (SP-202). ENGINEERING

SUMMARY OF REQUEST: Award this joint venture project between Muskegon, Norton Shores and Roosevelt Park to Dykstra Excavating of Grand Rapids since they were the lowest, responsible bidder with a bid price of \$134,382.40. The project entails the replacement of an existing corrugated metal pipe culvert with a concrete box culvert. This project is not a prevailing wage contract since the City has only a 37% participation and the other two communities do not have a prevailing wage requirement.

The award, if approved, needs to be contingent upon securing the necessary permits and easements.

FINANCIAL IMPACT: The construction cost of \$134,382.40 plus engineering cost which is estimated at an additional 15% to be shared between the three communities.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the culvert replacement contract to Dykstra Excavating.

F. Crack Sealing Machine. PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase a used Crafcro 125 crack sealing machine.

FINANCIAL IMPACT: \$12,699.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase from National Highway Maintenance.

Motion by Commissioner Carter, second by Commissioner Wisneski to approve the consent agenda as read minus item E.

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

Nays: None

MOTION PASSES

2008-29 ITEM REMOVED FROM THE CONSENT AGENDA:

E. Budgeted Vehicle Replacement. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to purchase six 2008 Crown Victoria Police Interceptors from Whitehall Ford since they were the lowest bidder with a bid price of \$124,014.

FINANCIAL IMPACT: \$124,014.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize staff to purchase the cruisers from Whitehall Ford.

Motion by Commissioner Carter, second by Commissioner Wierengo to purchase six 2008 Crown Victoria Police Interceptors from Great Lakes Ford, 2469 E. Apple Avenue, for \$124,200.

ROLL VOTE: Ayes: Warmington, Wierengo, Wisneski, Carter, and Shepherd

Nays: Spataro, and Gawron

MOTION PASSES

2008-30 UNFINISHED BUSINESS:

A. Create a Special Assessment District for Estes Street, Fair to Lakeshore. ENGINEERING

SUMMARY OF REQUEST: Create a special assessment district for Estes Street, Fair to Lakeshore; and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project. A public hearing was held at the March 11th City Commission Meeting.

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.

Motion by Commissioner Spataro, second by Commissioner Wisneski to create a special assessment district for Estes Street, Fair to Lakeshore.

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

Nays: Warmington

MOTION DEFEATED

B. Create a Special Assessment District for Seventh Street, Muskegon to Webster. ENGINEERING

SUMMARY OF REQUEST: Create a special assessment district for Seventh Street, Muskegon to Webster; and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project. A public hearing was held at the March 11th City Commission Meeting.

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.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to create the special assessment district for Seventh Street, Muskegon to Webster.

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

Nays: None

MOTION PASSES

Mayor Warmington appointed Vice Mayor Gawron and Commissioner Spataro to the Board of Assessors.

2008-31 NEW BUSINESS:

A. Water Service Agreement with the City of Muskegon Heights. CITY MANAGER

SUMMARY OF REQUEST: To approve a short-term agreement with the City of Muskegon Heights for the operation of the Muskegon Heights water filtration plant and water distribution system.

FINANCIAL IMPACT: The city will be paid at a rate of \$80 an hour.

BUDGET ACTION REQUIRED: None.

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

Motion by Vice Mayor Gawron, second by Commissioner Wierengo to approve a short-term agreement with the City of Muskegon Heights for the operation of the Muskegon Heights water filtration plant and water distribution system.

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

Nays: None

MOTION PASSES

B. Environmental Program Trash Clean-up Contract. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The special trash pick-up on city terraces and right-of-ways associated with our Environmental Inspections program is currently being performed by Diversified UG Utilities, Inc. A request for bids was advertised with three companies placing bids. Big Sky Field Services is the low bidder for a one-year and three-year agreement.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To waive the bid irregularity and approve the contract and to authorize the Mayor and City Clerk to sign a three-year agreement with Big Sky Field Services for the special trash pick-ups along city right-of-ways, as directed by Environmental Inspections staff.

Motion by Commissioner Carter, second by Commissioner Spataro to approve the environmental program trash clean-up contract with Big Sky Field Services.

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

Nays: None

MOTION PASSES

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

SUMMARY OF REQUEST: The contract for mowing of lots and trash clean-up of public and private properties previously held by Freelance Enterprises, Inc., will expire on March 29, 2008. A request for bids was advertised and five companies placed bids. One set of bids submitted by Murray Vanderstelt were contradictory and very incomplete. Freelance Enterprises of Muskegon Township is the low bidder for a two-year agreement and Earth Creations of Fruitland Township is the second lowest bidder.

FINANCIAL IMPACT: None – funds budgeted for this activity.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To formally reject the bid submitted by Mr. Murray Vanderstelt because of severely deficient bid documents and approve a two-year contract with Freelance Enterprises, Inc. Additionally, to approve a three-year contract with Earth Creations and to authorize the Mayor and City Clerk to sign agreements with both companies for the mowing of lots and trash removal on properties located within the City.

Motion by Vice Mayor Gawron, second by Commissioner Carter to formally reject the bid submitted by Mr. Murray Vanderstelt because of deficiencies and approve a two-year contract with Freelance Enterprises, Inc., and additionally to approve a three-year contract with Earth Creations.

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

Nays: None

MOTION PASSES

D. Site Assessment Development and Reimbursement Agreement between Viridian Properties LLC and the City of Muskegon. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon has a Brownfield Redevelopment Loan in the amount of \$500,000 with the Michigan Department of Environmental Quality (MDEQ). The loan is for purposes of addressing environmental assessment and remediation for sites being redeveloped. An agreement has been reached with Dan Henrickson of Viridian Properties LLC to use \$250,000 of the loan for site improvements on Edison Landing. These improvements will address environmental concerns, enhance the aesthetics of the site and make the property more desirable from a marketing standpoint. Although the loan is between the City and MDEQ, Mr. Henrickson has agreed to make the loan payments.

FINANCIAL IMPACT: None, as Mr. Henrickson will be making the loan payments.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

Motion by Commissioner Carter, second by Commissioner Wierengo to approve the site assessment development and reimbursement agreement between Viridian Properties LLC and the City of Muskegon.

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

Nays: None

MOTION PASSES

E. Liquor License Transfer Request for Community Management, Inc., 1149 Wood. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Community Management, Inc. to transfer ownership of the 2007 SDD and SDM licensed business located at 1149 Wood Street from Christian Kado, LLC.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Carter, second by Commissioner Shepherd to approve the liquor license transfer request for Community Management, Inc., 1149 Wood Street.

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

Nays: Wisneski and Gawron

MOTION PASSES

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

555 Amity – Area 12

256 Iona – Area 11

811 W. Grand – Area 12

1850 Park

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within 30 days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: CDBG Funds for 555 Amity and 256 Iona; General Funds for 811 W. Grand and 1850 Park.

BUDGET ACTION REQUIRED: None.

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

Motion by Commissioner Carter, second by Commissioner Shepherd to concur with the Housing Board of Appeals notice and order to demolish 555 Amity and 811 W. Grand.

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

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Commissioner Carter to concur with the Housing Board of Appeals notice and order to demolish 256 Iona.

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

Nays: Wierengo

MOTION PASSES

Motion by Commissioner Spataro, second by Vice Mayor Gawron to concur with the Housing Board of Appeals notice and order to demolish 1850 Park.

Motion by Commissioner Spataro, second by Commissioner Carter to table the concurrence with the Housing Board of Appeals notice and order to demolish 1850 Park for 45 days and authorize staff to review the engineering drawings and issue permits and report back to the Commission on the progress.

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

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Various comments were made.

ADJOURNMENT: The City Commission Meeting adjourned at 6:50 p.m.

Respectfully submitted,



Ann Marie Becker, MMC
City Clerk

Date: March 25, 2008
To: Honorable Mayor and City Commission
From: Bob Veneklasen, Water Filtration Plant
RE: Magnetic Flow Meter

SUMMARY OF REQUEST:

Award a contract to replace the venturi tube meter at the filtration plant with a more accurate magnetic flow meter to Jackson Merkey contractors of Muskegon; the lowest responsible bidder with a bid price of \$256,475.00.

FINANCIAL IMPACT:

\$256,475.00.

BUDGET ACTION REQUIRED:

The 2008 Filtration Plant capitol improvements budget includes \$130,000.00 for the meter & clear well valve projects. The first quarter budget re-forecast will be adjusted to reflect the deletion of the clear well project and to increase to the meter project budget to \$270,000.

STAFF RECOMMENDATION:

Award of this project to Jackson-Merkey Contractors at a cost of \$256,475.00.

MEMORANDUM

2/28/08

TO: M. AL-SHATEL, DEPUTY DIRECTOR
FROM: R. VENEKLASEN, WATER FILTRATION
RE: MAGNETIC FLOW METER BID RESULTS

BACKGROUND

Project specifications were recently released to solicit competitive bid prices for the replacement of the 1950's vintage venturi meter and adjacent piping with a magnetic flow meter and new piping. The venturi meter is an 18" meter in a 36" pipe which acts as a constriction causing flow restriction (headloss) in the pipe that results in elevated pressure and less efficient water flow. The magnetic flow meter matches the pipe diameter so eliminates inefficiencies and accurately measures the water flow. Initially the project did not include replacement of the adjacent pipe as it was not anticipated to be necessary. After the capitol improvements budget was established it came to light that it is necessary to replace the piping due to it's being tapered eighteen inches over a number of pipe lengths, compounded by it's bell & spigot construction.

The magnetic flow meter brand specified, Yokogawa, is consistent with the magnetic meters currently utilized in four locations at the Water Plant. These vary in size from sixteen to forty-eight inches in diameter. The lead time for receipt of the magnetic flow meter is sixteen to twenty weeks from the date of order.

PROJECT OUTCOME

The intent of this project is to replace the inaccurate venturi meter with an accurate meter of the same diameter as the associated piping. This will provide three advantages: 1) accurate flow recording to the distribution system, 2) eliminate flow constriction inherent in the venturi meter, and provide a reliable second means of moving water to the distribution system.

BIDS

The results of the bid solicitation are as follows:

Franklin Holwerda Company 2509 29 th Street Wyoming, MI 49519 616.538.3231	\$278,114
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Jackson-Merkey Contractors, Inc 555 E. Western Avenue Muskegon, MI 49442 231.728-9344	\$256,475
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The bid included a deductible alternate for a butterfly valve in lieu of the gate valve. The deduction for both bids was \$18,780.

RECOMMENDATION

The 2008 Capitol improvements budget for the Water Filtration Plant includes \$80,000 for the magnetic flow meter project and \$50,000 for replacement of the clearwell valves. The magnetic flow meter project has more immediate importance than the clearwell valve project. However, the clearwell valve project remains a future necessity.

It is my suggestion to combine the budgets for the two projects – flow meter and clearwell valves and request increasing the capitol improvements budget in the first quarter budget reforecast to meet this project bid cost. Further, that we bring the recommendation to proceed with the project low bidder to the City Commission in the second meeting of March; March 25, 2008. I look forward to your favorable response to this approach to the project.

CITY OF MUSKEGON

AGREEMENT FOR SERVICES OR CONSTRUCTION OF

**WATER FILTRATION PLANT MAGNETIC FLOW METER AND ASSOCIATED
PIPING, VALVING, AND VAULT.**

THIS IS AN AGREEMENT between the CITY OF MUSKEGON ("City"), 933 Terrace Street,
Muskegon, Michigan, and Jackson-Merkey Contractors, Inc. ("Contractor"),
of Muskegon, Michigan, for a small or limited project, and is made in the following terms:

Agreement and Performance

Contractor agrees to perform and supply all the services and materials set forth in the Statement of
Work attached to this agreement, ("Performance") and the same shall be accomplished
in good and workmanlike manner, to the satisfaction of the City. The work shall be completed on
or before to-be-determined:

Contractor will perform as set forth above for a sum of 6,475.00

Conditions and Covenants

Contractor will comply with all laws, rules and regulations of any other local government
of the State of Michigan and the United States. Contractor will supply insurance as
required by separate written document, naming the City as an additional insured, if appropriate, and
shall carry such additional insurance coverage's as are required by the City. Contractor shall hold the
City harmless against any and all claims for damages or costs made against the City arising from
Contractor's performance, including all costs of defense, attorneys' fees, expenses and the amount of
any damage determined against the City.

Contractor certifies that it is eligible for performance of government work and has not been cited or
listed for failure to comply with Wage and Hour or prevailing wage regulations of the State of
Michigan or the Federal Government.

Termination and Cancellation

This contract may be terminated for failure to perform in accordance herewith, and Contractor shall be liable for normal contractual remedies available to the City. In the event liquidated damages for nonperformance are agreed to, the following amounts constitute liquidated damages:

\$300.00 per day of nonperformance.

Nondiscrimination Compliance

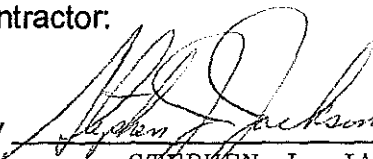
Contractor agrees to comply with all nondiscrimination laws, rules and regulations and policies of the City, State and Federal Governments including, but not limited to, the provisions of Executive Order 11246, Affirmative Action Requirements for Disabled Veterans and Veterans of the Viet Nam Era and for Handicapped Workers. If required by the City and appropriate for the services in this contract, Contractor shall comply with City oversight procedures. The provisions of all said policies, rules, executive orders and laws regarding nondiscrimination and affirmative action are available from the City by contacting the Affirmative Action Director of the City, City Hall, 933 Terrace Street, Muskegon, Michigan, telephone 724-6703. The City may supply a copy with this contract in its discretion.

The parties agree to performance of this contract by signing below. The effective date of this agreement is April 7, 2008.

Witnesses:

Contractor:

By



STEPHEN J. JACKSON

CITY OF MUSKEGON

By



Contract Between

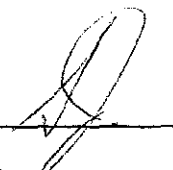
City of Muskegon

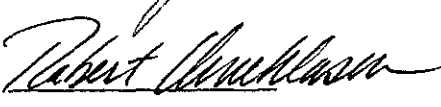
And

JACKSON-MERKEY CONTRACTORS, INC.

STATEMENT OF WORK (See attached

Initials:

Contractor: 

City: 

(Department Head)

Date: March 18, 2008
To: Honorable Mayor and City Commissioners
From: Lowell Kirksey, Recreation Supervisor
RE: Muskegon Bike Time Events, Inc.
July 18th thru July 20th, 2008

SUMMARY OF REQUEST: Muskegon Bike Time sent a letter dated October 22, 2007, which included several requests to the City of Muskegon (see attached letter). The Leisure Services Board and City staff have reviewed the request and recommend approval, with the conditions outlined in the staff memo from Cathy Brubaker-Clarke, dated March 17 (see attached memo), and with the modifications suggested by the Leisure Services Board at their March 17, 2008 meeting (see below).

FINANCIAL IMPACT: Additional information will be needed regarding the City equipment for Bike Time. It is recommended that staff make the final decision regarding rental fees, actual costs, and/or exchange of concert tickets.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request from Bike Time as outlined in their letter dated October 22, 2007, with the conditions outlined by staff in the memo dated March 17, 2008, and the Leisure Services Board.

COMMITTEE RECOMMENDATION: The Leisure Services Board approved the request from Bike Time with the conditions outlined by staff in the March 17, 2008 memo, and with the final information regarding closure of Clay Avenue between 3rd and 4th Street during Parties-in-the-Park to be coordinated through the Police Chief and the Parties-in-the-Park Committee.

MEMO

To: Leisure Services Board

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

Date: March 17, 2008

Re: Bike Time Request- Staff Report Update

Staff is excited to be working with the Bike Time Committee on another outstanding event in Muskegon. We are fully supportive of the event and realize the benefits to Muskegon. There are some concerns, however, that will need to be considered prior to approval of the request. These include comments from various department staff, including Public Safety and Engineering. The concerns are taken in order of the Bike Time request letter dated October 22, 2007.

- 1) There are no major concerns with the fireworks request. It is important, however, that Bike Time staff is aware that this could draw several more people downtown and could result in extra staffing.
- 2) Hackley Park is already reserved for July 18th---the Westshore Symphony. Bike Time has asked for Clay Street as the main motorcycle route for that weekend. There certainly will be a noise conflict that evening. The loss of Clay and surrounding streets will also limit parking for those who want to attend the Hackley Park event. Due to the above, it is not possible for Bike Time to use Hackley Park on July 18. **The terms normally reserved for Parties-in-the-Park will remain in place during the Parties-in-the-Park hours, including the closure of Clay Street between Third and Fourth Street for their use. In addition, Fourth Street between Webster and Clay Avenues will be closed and reserved for Public Safety.**
- 3) Police Chief Kleibecker has met with the Bike Time Security Director. Due to the fact that there are businesses located on Western Avenue east of Third (Hegg's), and the Post Office must remain open, he is requiring that: (a) First Street from Shoreline to Western must remain open (in addition, First Street between Western and Clay is not a public street and the City has no jurisdiction over it). (b) Morris from Third to Terrace must remain open to allow access to Hegg's and to the office complexes at Morris and Terrace. (c) The bikes will have to make their turns to go back west on Western from Jefferson and not from Terrace. No closures or impediments are allowed along Terrace.
- 4) Staff recommends that Bike Time be allowed to use the City's parking lot across from L.C. with the condition that they use reasonable anchors to prevent permanent damage to the asphalt surface. Approval for "reasonable anchors" should be secured through the City's Engineering Department.
- 5) The City's portion of the fourth street & Shoreline parking belongs to L.C management. Therefore, a separate agreement must be made between Bike Time and L.C. management for that lot. In addition, Bike Time is responsible for securing its own electrical service on site (not the City's).
- 6) Staff recommends that exclusive peddling rights only be considered in the immediate area of Bike Time (between Shoreline Drive to the East- East of Terrace, Seventh Street

to the West, the lakeshore to the North and Webster Avenue on the South- additional information will be needed from Bike Time regarding the exact boundaries, with final approval by staff recommended). First Street from Western to Clay cannot be included in this request, as it is not public. **Mart**, should not be a part of this request as it provides for the only access to the Amazon building while Western is closed off. Staff also has requested a legal opinion from our City Attorney on this issue.

- 7) **The City will not be** tied to notifying Bike Time of requests for use of City facilities.
- 8) Staff recommends that each beverage tent and liquor request for the Bike Time event be reviewed by the City for approval.
- 9) Additional information will be needed regarding equipment for Bike Time. It is recommended that staff make the final decision regarding rental fees, actual costs, and/or exchange of concert tickets.
- 10) Staff recommends that Bike Time seek approval from the City for their specific use of their own labor pool. There are implications with this, particularly in relation to public safety staff. In addition, the City is willing to review staffing levels for City personnel with the Bike Time staff, with the City making the final decision on the number of City staff needed for the event.
- 11) The City will provide an estimated list of all fees incurred by Bike Time from the City of Muskegon.
- 12) Additional labor and equipment use not outlined in the application will be cleared through Bike Time, providing it does not involve public safety or an emergency matter.
- 13) City Staff will plan to meet (in fact, they already have been meeting) with Bike Time staff regarding staffing levels for City personnel.

City staff recommends approval of the Bike Time request, per the letter from Paul Winter, dated October 22, 2007, with the exceptions listed above.



October 22, 2007

Bryon Mazade
City Manager
City of Muskegon
P.O. Box 536
Muskegon, MI 49443

Dear Mr. Mazade,

Thank you for your help this Spring in securing City Commission approval for requests made in our letter dated March 6, 2007 addressed to Ms. Lee Slaughter. The event was a huge success by any standard, attracting more than 20,000 motorcycles and over 60,000 people. It was enjoyed by Muskegon residents as well as visitors, many of whom had their first experience along the West Michigan lakeshore.

Since February 2007, Muskegon Bike Time Events, Inc, has been granted 501(c)(3) non-profit status. Our objective is to make Muskegon Bike Time into a sustainable annual event which generates enough revenue to (1) cover all expenses for each year's event-sponsored activities, (2) build reserves sufficient to satisfy advanced funding requirements for the next year's events, and (3) fund qualified charitable and civic projects in the greater Muskegon area. We are confident that the Muskegon Bike Time Event will enhance the reputation of Muskegon as a desirable tourism destination with all the associated economic benefits. Our request below will serve to secure the long term viability of the event.

In various discussions over the last 18 months with the Mayor and Commission members, we have suggested several ways in which the city itself, and possibly surrounding jurisdictions, could also directly benefit from the event economically. These suggestions include a two week city tax (over and above state sales tax), city sanitation fee charged to event vendors, and a city permit or license fee for each vendor. We again encourage the city to consider these long-term opportunities as the event matures.

To achieve our mutual objectives, we request the City Commission's continued support for Muskegon Bike Time for the next 10 years.

Original: Leisure Services
PC: B. Mazade, Chief Kleibecker

While the actual locations may change from year to year, in 2008 we specifically request the following from the City of Muskegon in support of Muskegon Bike Time:

- Fireworks permit for a July 19 show to be shot from a barge over Muskegon Lake.
- Permission for exclusive use of Hackley Park on July 17, 18, 19 and 20 for entertainment and alcohol beverage areas similar to Parties in the Park.
- Permission for exclusive use of Western and Clay Avenues from Eighth Street to Terrace Street for motorcycle traffic and motorcycle parking. Similarly, Morris Avenue from Terrace Street to 3rd Street, Market Street from Terrace Street to Jefferson Street, Jefferson Street from Morris to Clay, 1st and 2nd Streets from Morris Avenue to Clay Avenue, 3rd Street from the Holiday Inn Entrance to Webster Avenue, 4th Street from the Holiday Inn entrance to Webster Avenue, 5th Street from Western Avenue to Clay Avenue, Thayer Street from Western Avenue to the LC Walker parking lot, and 6th and 8th Streets from Western to Clay Avenues. Use of these streets is required from noon on July 16 through noon on July 21. For clarification, these street closure requests are highlighted in orange on the attached city street map.
- Exclusive use of the city parking lot along Western Avenue across from the LC Walker Arena and the grassy area along Western Avenue between 7th and 8th Streets for vendors, and vendor parking. We would request possession at 8:00 AM on Wednesday July 16 to begin set up and would return possession no later than 12:00 noon on Monday July 21 after teardown and clean up.
- Permission for use of city lots located along Shoreline Drive and 4th Street for parking.
- Grant exclusive peddling and selling rights of any article from a stand, stall, vehicle, pack or basket, or in any other manner, on any of the following streets, sidewalks and alleyways in downtown Muskegon during the festival: Webster, Muskegon, Pine, First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Clay, Western, Shoreline, Morris, Market, Terrace, Thayer, Jefferson, and Division. In addition, we would request exclusive peddling and selling rights for all City-owned property in the downtown area.
- That the City notify Muskegon Bike Time of any request for use of City facilities during the time of Muskegon Bike Time before granting permission for its use.
- Permission to set up beverage tents and to sell liquor, beer and wine as part of our liquor license in all of the above-mentioned areas, including Hackley Park and Heritage Landing.
- Permission to use the equipment listed on the attached application. While we understand the need to reimburse the City for all labor costs, we would ask that the rental fee be waived for any equipment we borrow. In exchange we will provide an equal monetary value of the rental costs in Muskegon Bike Time concert tickets. This exchange would be coordinated through the City Manager.

- Muskegon Bike Time be able to use its own labor pool rather than City employees whenever possible for many tasks previously done by City employees.
- The City provides a complete, detailed list of all fees incurred by Muskegon Bike Time.
- Any additional labor or equipment use not outlined on this application be cleared through Muskegon Bike Time first, unless it is an emergency or matter of public safety.
- The executive director and the appropriate staff members meet prior to the event to evaluate and review staffing levels for any and all city personal whose time is to be reimbursed by the festival.

On behalf of Muskegon Bike Time, I thank you and the City for your consideration of our request and look forward to our joint efforts that make this event not only "the fastest growing bike event in the US," but also the most successful.

Sincerely,

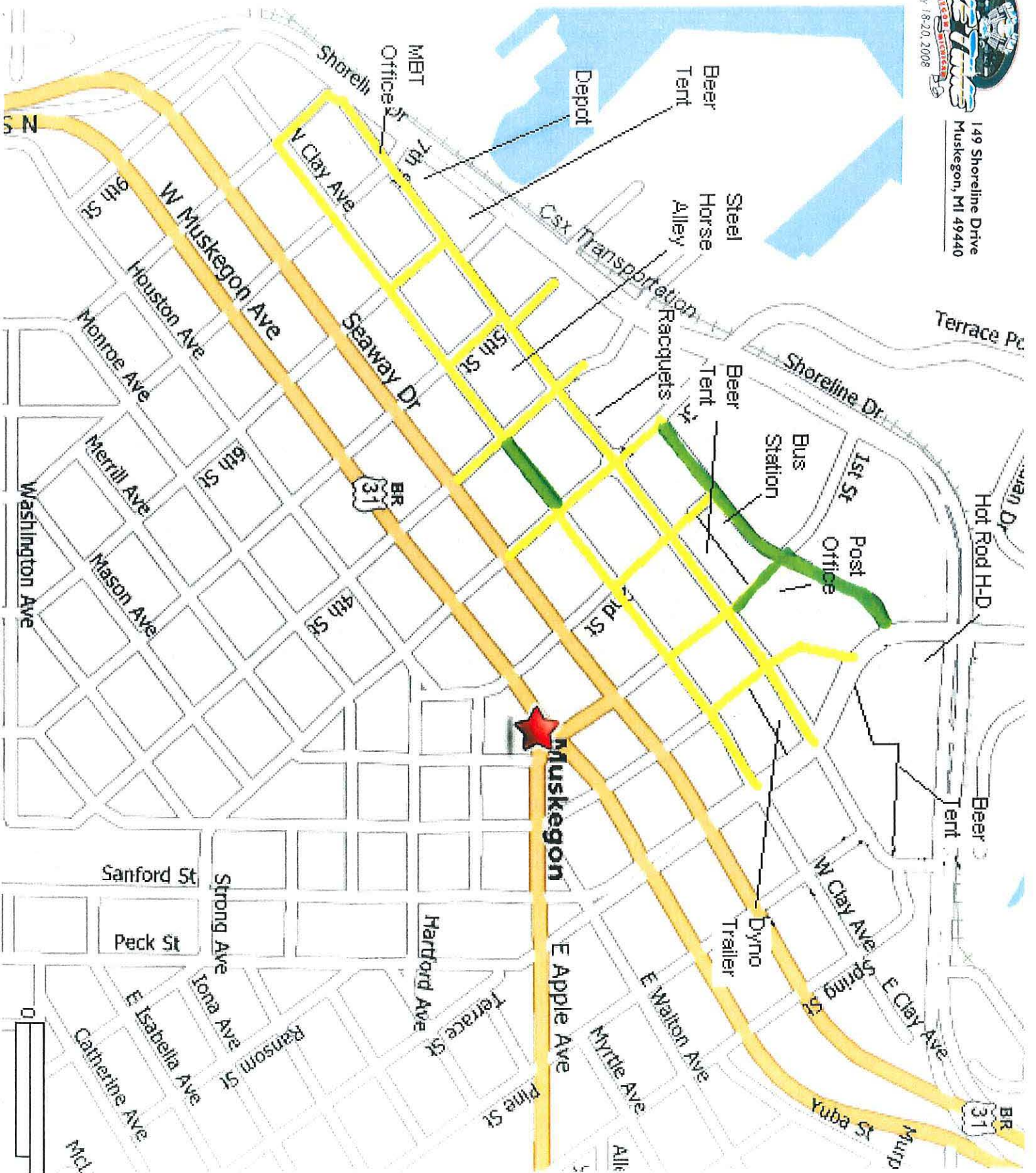
Paul Winter
Executive Director
Muskegon Bike Time
149 Shoreline Drive
Muskegon, MI 49440
231-727-8463
616-403-2928 Cell

Copies: Steve Warmington, Mayor, City of Muskegon
Jim Derezinski, Chair, Muskegon County Board of Commissioners

Attachments



149 Shoreline Drive
Muskegon, MI 49440



CITY OF MUSKEGON

RESOLUTION

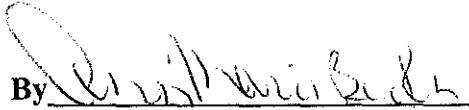
WHEREAS, the City Commission of the City of Muskegon met on March 25, 2008 at its Regular City Commission and reviewed the request from Muskegon Bike Time Events, Inc.; and

WHEREAS, Muskegon Bike Time Events, Inc. wishes to hold an outdoor event July 18 through July 20, 2008 in downtown Muskegon and has requested that certain streets in the downtown Muskegon area be closed during the event;

NOW, THEREFORE, BE IT RESOLVED that the City Commission approves the request from Muskegon Bike Time Events, Inc. to close Fourth Street between Western Avenue and Clay Avenue on July 18 through July 20, 2008.

Dated this 29th day of May 2008.

CITY OF MUSKEGON

By 
Ann Marie Becker, MMC
City Clerk



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

**NOTICE OF DEFICIENCY: WITHHOLDING
ISSUANCE OF SPECIAL LICENSE**

[Authorized by Rule R 436.1103(2); MAC]

FOR MLCC USE ONLY

Request ID # _____

Business ID # 211902

Event Date: 07-18, 07-19

07-20-08

May 27, 2008

MUSKEGON BIKE TIME EVENTS, INC.

Attn: Paul Winter

149 Shoreline Drive

Muskegon, MI 49440

Event Locations: Fourth Street between Western & Clay

We are withholding the issuance of a Special License to your organization pending receipt of the item(s) listed below:

1. Bonds application (part 2) needs original signature of an officer of the applying organization and *mailed* back to Liquor Control Commission
2. Contact your **Bond Agency**; a rider , from your insurance company, is needed to correct the address of the event location *from* 401 W Western Avenue *to* Fourth Street between Western and Clay. The rider *only* may be faxed to me at (517) 322-4955
3. Need a copy of the resolution of the street closure signed by the city clerk.

The rider and street closure may be faxed to me at (517) 322-4955

If you have any questions, please do not hesitate to contact me at (517) 322-6362.

Brenda Whitford
Michigan Liquor Control Commission
Special License Section



July 18th -July 20th, 2008

just the FAX

Date: 5/28/08

of Pages (including cover) 2

To: Ann Becker

From: Paul Winter

Fax #: 724-4178

RE: Ann,

Pls. help w/ #3

Thanks,

Paul

Date: March 25, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Culvert replacement at the West Branch of Ruddiman Creek, North of
Sherman Blvd. (SP-202)

SUMMARY OF REQUEST:

Award this joint venture project between Muskegon, Norton Shores & Roosevelt Park to Dykstra Excavating of Grand Rapids since they were the lowest, responsible bidder with a bid price of \$134,382.40. The project entails the replacement of an existing corrugated metal pipe culvert with a concrete box culvert. This project is not a prevailing wage contract since the City has only a 37% participation and the other two communities do not have a prevailing wage requirements.

The award, if approved, needs to be contingent upon securing the necessary permits and easements.

FINANCIAL IMPACT:

The construction cost of \$134,382.40 plus engineering cost which is estimated at an additional 15% to be shared between the three communities.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the Culvert replacement contract to Dykstra Excavating

COMMITTEE RECOMMENDATION:

SP-202 WEST BRANCH RUDDIMAN CREEK - CULVERT REPLACEMENT

BID TABULATION 03/04/08

		CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		DYKSTRA EXCAVATING 3677 THREE MI RD. GRAND RAPIDS, MI 49534		FELCO CONTRACTORS, INC 856 PULASKI AVE. MUSKEGON, MI 49441		JACKSON-MERKEY 555 E. WESTERN AVE. MUSKEGON, MI 49442		GRIFFELLE DEV LTD 6226 DUMO RD BELDING, MI 48809		SCHIPPERS EXCAVATING 9829 LAKE MICHIGAN DR WEST OLIVE MI 49450		WADEL STABILIZATION, INC. 2500 N. OCEANA DR. HART, MI 49420		MCCORMICK SAND 6430 RUSSELL RD TWIN LAKE, MI 49457	
Item No.	Description	Quantity	Unit	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Remove Existing 48" CMP/Stream Rerouting	1	lsun	\$ 7,500.00	\$ 7,500.00	\$ 18,600.00	\$ 18,600.00	\$ 6,000.00	\$ 6,000.00	\$ 16,875.00	\$ 16,875.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 22,168.40	\$ 22,168.40	\$ 58,598.00	\$ 58,598.00
2	8' x 5' Box Culvert	168	l.f.	\$ 700.00	\$ 117,600.00	\$ 482.15	\$ 81,001.20	\$ 640.00	\$ 107,520.00	\$ 500.00	\$ 84,000.00	\$ 461.43	\$ 77,520.24	\$ 550.00	\$ 92,400.00	\$ 540.50	\$ 90,804.00	\$ 566.09	\$ 95,103.12
3	8'x5' Box Culvert Tapered End Sections	2	ea.	\$ 3,750.00	\$ 7,500.00	\$ 3,020.00	\$ 6,040.00	\$ 1,800.00	\$ 3,600.00	\$ 5,600.00	\$ 11,200.00	\$ 6,000.00	\$ 12,000.00	\$ 3,500.00	\$ 7,000.00	\$ 4,324.00	\$ 8,648.00	\$ 2,660.00	\$ 5,320.00
4	18" Sanitary Sewer, PVC SDR 35	70	l.f.	\$ 110.00	\$ 7,700.00	\$ 52.20	\$ 3,654.00	\$ 92.00	\$ 6,440.00	\$ 76.00	\$ 5,250.00	\$ 285.71	\$ 19,999.70	\$ 300.00	\$ 21,000.00	\$ 118.75	\$ 8,312.50	\$ 112.29	\$ 7,860.30
5	4' Diameter Sanitary Sewer Manhole	2	ea.	\$ 2,000.00	\$ 4,000.00	\$ 1,640.00	\$ 3,280.00	\$ 1,400.00	\$ 2,800.00	\$ 2,645.00	\$ 5,290.00	\$ 2,500.00	\$ 5,000.00	\$ 3,500.00	\$ 7,000.00	\$ 5,630.00	\$ 11,260.00	\$ 2,563.00	\$ 5,126.00
6	8" D.I. CI52 Water Main, with Polyethylene Encasement	36	l.f.	\$ 70.00	\$ 2,520.00	\$ 45.15	\$ 1,625.40	\$ 35.00	\$ 1,260.00	\$ 44.00	\$ 1,584.00	\$ 65.00	\$ 2,340.00	\$ 175.00	\$ 6,300.00	\$ 80.00	\$ 2,880.00	\$ 54.00	\$ 1,944.00
7	8" 45 Degree Bends with polyethylene Encasement	4	ea.	\$ 550.00	\$ 2,200.00	\$ 225.00	\$ 900.00	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 350.00	\$ 1,400.00	\$ 750.00	\$ 3,000.00	\$ 380.00	\$ 1,520.00	\$ 247.00	\$ 988.00
8	8" x 6" Reducer	2	ea.	\$ 400.00	\$ 800.00	\$ 180.00	\$ 360.00	\$ 250.00	\$ 500.00	\$ 260.00	\$ 520.00	\$ 350.00	\$ 700.00	\$ 250.00	\$ 500.00	\$ 350.00	\$ 700.00	\$ 255.00	\$ 510.00
9	6" Sleeve	1	ea.	\$ 500.00	\$ 500.00	\$ 180.00	\$ 180.00	\$ 200.00	\$ 200.00	\$ 240.00	\$ 240.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 215.00	\$ 215.00
10	4' Diameter Storm Sewer Manholes	2	ea.	\$ 1,500.00	\$ 3,000.00	\$ 1,615.00	\$ 3,030.00	\$ 1,300.00	\$ 2,600.00	\$ 1,900.00	\$ 3,800.00	\$ 2,500.00	\$ 5,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00	\$ 1,650.00	\$ 3,300.00
11	15" Concrete Storm Sewer, RCP Class III	48	l.f.	\$ 40.00	\$ 1,920.00	\$ 27.85	\$ 1,336.80	\$ 24.00	\$ 1,152.00	\$ 60.00	\$ 2,880.00	\$ 30.00	\$ 1,440.00	\$ 65.00	\$ 3,120.00	\$ 55.00	\$ 2,640.00	\$ 28.00	\$ 1,344.00
12	Storm Sewer Connection to Box Culvert	2	ea.	\$ 500.00	\$ 1,000.00	\$ 50.00	\$ 100.00	\$ 650.00	\$ 1,300.00	\$ 155.00	\$ 310.00	\$ 2,500.00	\$ 5,000.00	\$ 250.00	\$ 500.00	\$ 1,200.00	\$ 2,400.00	\$ 300.00	\$ 600.00
13	Heavy Rip Rap	160	syd.	\$ 50.00	\$ 8,000.00	\$ 45.00	\$ 7,200.00	\$ 65.00	\$ 10,400.00	\$ 57.00	\$ 9,120.00	\$ 25.00	\$ 4,000.00	\$ 65.00	\$ 10,400.00	\$ 55.00	\$ 8,800.00	\$ 36.63	\$ 5,860.80
14	Site Clearing and Removals	1	lsun	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,525.00	\$ 3,525.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00
15	Staked Down Straw Matting	500	syd.	\$ 3.00	\$ 1,500.00	\$ 1.35	\$ 675.00	\$ 1.65	\$ 825.00	\$ 2.50	\$ 1,250.00	\$ 4.00	\$ 2,000.00	\$ 2.50	\$ 1,250.00	\$ 1.25	\$ 625.00	\$ 1.65	\$ 825.00
16	Site Restoration	1	lsun	\$ 2,000.00	\$ 2,000.00	\$ 3,900.00	\$ 3,900.00	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,600.00	\$ 4,600.00	\$ 7,500.00	\$ 7,500.00	\$ 7,100.00	\$ 7,100.00
	Total:				\$ 170,240.00		\$ 134,382.40		\$ 152,297.00		\$ 162,044.00		\$ 167,899.94		\$ 168,720.00		\$ 177,357.90		\$ 197,194.22

Date: 03/25/08
To: Honorable Mayor and City Commission
From: DPW
RE: Crack Sealing Machine

SUMMARY OF REQUEST: Approval to purchase a used Crafc0 125 crack sealing machine.

FINANCIAL IMPACT: \$12,699.00

BUDGET ACTION REQUIRED: None.

The first quarter budget will be revised to indicate this purchase.

STAFF RECOMMENDATION: Approve purchase from National Highway Maintenance.

Memorandum

To: Honorable Mayor and City Commissioners

From: DPW

Date: 03/25/08

Re: Crack Sealing Machine

The Highway Department has been renting crack sealing machines over the last couple of summers to determine what machine best serves their needs.

At the end of last season they decided that the Crafcro Supershot 125 was the quickest most efficient machine.

We were approached in the beginning of March by the Crafcro salesman that the machine that we were renting was available for purchase and that the company would apply \$12,300 of the rent we paid last year to reduce our cost.

While this purchase was not budgeted in 2008, we feel that the proposal is in the best interest of all parties.

Equipment Purchase - 2008		
	<u>National Highway Maintenance</u>	
	<u>P.O. Box 5315</u>	
	<u>Akron, Ohio</u>	
<u>Type of Vehicle</u>	\$24,990.00	used price
Crafco Supershot	\$12,300.00	Less 2007 Rental
125 Diesel melter		
	\$12,699.00	Total Cost

Date: 03/25/08
To: Honorable Mayor and City Commission
From: DPW
RE: Budgeted Vehicle Replacement

SUMMARY OF REQUEST: Authorize staff to purchase six (6) 2008 Crown Victoria Police Interceptors from Whitehall Ford since they were the lowest bidder with a bid price of \$124,014.00.

FINANCIAL IMPACT: \$124,014.00

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize staff the purchase the cruisers from Whitehall Ford.

Memorandum

To: Honorable Mayor and City Commissioners

From: DPW

Date: 03/25/08

Re: Budgeted Vehicle Replacement

The Equipment Division has scheduled the replacement of six Crown Victoria Police Interceptors for 2008. These vehicles will be set up with video systems, light bars, and radar units and be used as police patrol cars.

We have requested prices from area dealers as well as the statewide purchasing contract. The Whitehall Ford bid is the bid the equipment division is recommending since they submitted the lowest bid. Attached is a summary of the bids.

In accordance with established purchasing policy, we are requesting permission to purchase six Crown Victoria Police Interceptors from Whitehall Ford.

Equipment Purchase - 2008				
	<u>Macomb County</u>	<u>Great Lakes Ford</u>	<u>Tony Betten</u>	<u>Whitehall Ford</u>
	<u>3942 W. Lansing</u>	<u>2469 E. Apple Ave</u>	<u>3839 Plainfield NE</u>	<u>3001 Colby</u>
<u>Type of Vehicle</u>	<u>Perry Mi 48872</u>	<u>Muskegon Mi 49442</u>	<u>Grand Rapids Mi 49525</u>	<u>Whitehall Mi. 49461</u>
6 Crown Victoria	\$20,958.00	\$20,700.00	\$20,855.95	\$20,669.00
Police Interceptors				
Total	\$125,748.00	\$124,200.00	\$125,125.70	\$124,014.00

*Tabled to
3-25-08*

Date: March 11, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Public Hearing
Create Special Assessment District for:
ESTES ST., FAIR AVE. TO LAKESHORE DR.

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment of the **Estes St., Fair Ave. to Lakeshore Dr.** project, 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. _____

Resolution At First Hearing Creating Special Assessment District
For: **Estes St. from Fair Ave. to Lakeshore Dr.**

Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **March 11, 2008** 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 **March 11, 2008**, there were _____% 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 _____ and _____ 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 30% 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 _____

Nays _____

CITY OF MUSKEGON

By _____
Ann Marie Becker, City Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **March 11, 2008**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____
Ann Marie Becker, City Clerk

CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
SPECIAL ASSESSMENT DISTRICTS

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

**BEIDLER ST., LAKETON AVE. TO SOUTHERN AVE.
ESTES ST., FAIR AVE. TO LAKESHORE DR.
ISABELLA AVE., AMBROSIA ST. TO WILLIAMS ST.
SEVENTH ST., WEBSTER AVE. TO MUSKEGON AVE.
ROBLANE ST., QUARTERLINE RD. TO MARLANE RD. (2nd Notice)**

The specific locations of the special assessment districts and the properties proposed to be assessed are:

**All parcels abutting Beidler Street from Laketon Ave. to Southern Ave.
All parcels abutting Estes St. from Fair Ave. to Lakeshore Dr.
All parcels abutting Isabella Ave., from Ambrosia St. to Williams St.
All parcels abutting Seventh St. from Webster Ave. to Muskegon Ave.
All parcels abutting Roblane St. from Quarterline Rd. to Marlane St. (2nd notice)**

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 **MARCH 11, 2008 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 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.

PUBLISH: **March 1, 2008**

Ann Becker 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:

Ann Becker City Clerk
933 Terrace Street, Muskegon, MI 49440
(231) 724-6705 or TDD (231) 724-6773

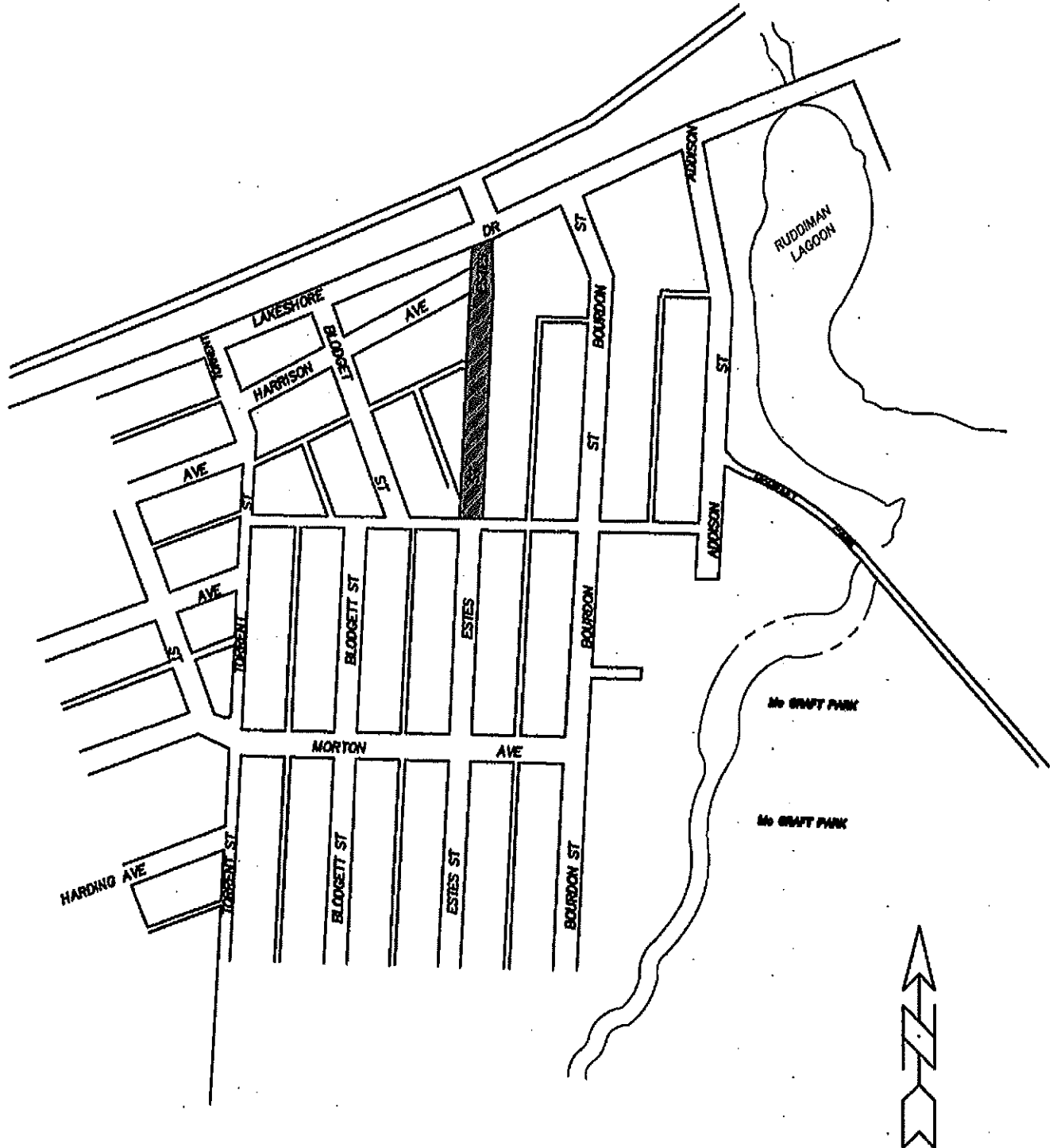
EXHIBIT A

**Estes St., from
Fair Ave. to Lakeshore Dr.**

SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of
Estes St., from Fair Ave. to Lakeshore Dr.

EXHIBIT "A" SPECIAL ASSESSMENT DISTRICT



NO SCALE

ENGINEERING FEASIBILITY STUDY

Estes St. from Fair Ave. to Lakeshore Dr.

The proposed reconstruction of Estes St. between Fair Ave. & Lakeshore Dr., see attached special assessment district map, was initiated by the City due to the street conditions. We feel that reconstruction is the most effective method especially with the needs for other facilities such as storm sewer work and water main. The existing pavement condition of 35 (out of 100) is well below acceptable.

The proposed reconstruction consists of existing pavement removal and constructing a new curb & gutter street along with all other necessary utilities with the section from Harrison to L.S.D being of concrete material.

A memorandum from the Assessor's office, which addresses appraisal and benefits to abutting properties, is attached.

The preliminary cost estimate for the work associated with paving is approximately \$135,000.00 with the length of the project being approximately 832 lineal feet or 1,297.4 feet of assessable front footage. This translates into an estimated improvement cost of \$104.00 per assessable foot. However, based on the 2008 assessment figure for this type of improvement, the assessment will not exceed \$32.00 per assessable foot.

While the preliminary proposed assessment rate on the resolution is 30%, the actual rate, upon completion of the project and at the time of spreading, will be limited to the 25% of total cost as amended in the special assessment policy.

MUSKEGON COUNTY

M I C H I G A N

February 28, 2008

BOARD OF COMMISSIONERS

James J. Derezinski
Chair, District 4

I. John Snider II
Vice Chair, District 3

P. Don Aley
District 7

Charles L. Buzzell
District 2

Lew Collins
District 6

Marvin R. Engle
District 5

Bill Gill
District 8

Kenneth Mahoney
District 1

Louis A. McMurray
District 9

Robert Scolnik
District 11

Roger C. Wade
District 10

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 Estes Street from Lakeshore Drive to Fair Avenue (Project # H-1632). 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 February 28, 2008.

The proposed special assessment district encompasses primarily residential properties. The City of Muskegon's Engineering Department has provided all frontage estimates in accordance with the City's Special Assessment Policy and all project-related costs. The total project cost is estimated to be \$135,000. The amount of money to be spread to the 20 property owners has been estimated at \$41,516.80 or 30.8% of the total costs. The proposed front foot rated to be spread is \$32.00. The City's Engineering Department is solely responsible for these figures.

In conclusion, it is my opinion that the special assessment amounts as provided by the City 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. Simply stated, the front foot rate of \$32.00 to be spread over an assessable footage of 1297.40 for the reconstruction of the above mentioned project area appears reasonable and equitable based upon the data presented by the City of Muskegon Engineering Department, and on supporting office records. The only exception to this conclusion is Parcel Number 61-24-205-623-0012-00 (2075 Estes) that I feel the assessment against should be reduced to 50% due to the lot's configuration.

Sincerely,



Dennis W. Burns, CMAE 3

Assessment Administration Supervisor

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

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

Cemetery Department
(231)724-6763
FAX: (231)726-5617

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

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

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

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

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

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

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

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

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

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

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

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

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

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

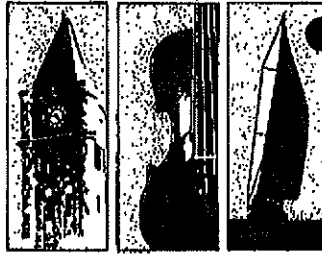
Public Works Dept.
(231)724-6700
FAX: (231)722-4188

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)753-3290

MUSKEGON



West Michigan's Shoreline City

February 29, 2008

Parcel Number: 24- [REDACTED] at [REDACTED]

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:

ESTES ST., FAIR AVE. TO LAKESHORE DR.

The proposed special assessment district will be located as follows:

**ALL PARCELS ABUTTING ESTES STREET FROM FAIR AVENUE TO
LAKESHORE DRIVE AVENUE**

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 MARCH 11, 2008 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 to confirm the special assessment roll after the project is under way. 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

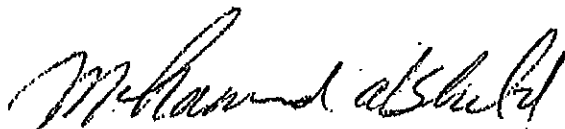
The total estimated cost of the street portion of the project is \$135,000, of which, approximately 30% (\$41,516.80) will be paid by property owners through special assessment. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

The street special 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 are 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,



Mohammed Al-Shatel, P.E.
City Engineer

February 29, 2008

[REDACTED]
[REDACTED]
[REDACTED]

The City of Muskegon is asking for your support for improvement of the street adjoining your property located at [REDACTED]

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 and mail delivery.

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, decline, 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 MARCH 11, 2008. 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.

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 your 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
ESTES ST., LAKESHORE TO FAIR H-1632
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 MARCH 11, 2008

Project Title: ESTES ST., FAIR AVE. TO LAKESHORE DR.

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: [REDACTED]

Parcel Number: 24- [REDACTED]

Assessable Frontage: [REDACTED]

Feet

Estimated Front Foot Cost:

\$32.00

per Foot

ESTIMATED TOTAL COST

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 11

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.

BRADFIELD STEVEN J SUSAN L 1

SPECIAL ASSESSMENT

H-1632

RECONSTRUCTION

HEARING DATE: MARCH 11, 2008

ESTES ST., FAIR AVE. TO LAKESHORE DR.

1	BRADFIELD STEVEN J/SUSAN L	ASSESSABLE FEET:	36.00
24-205-622-0011-00	2096 ESTES ST	COST PER FOOT:	\$32.00
@ 2096 ESTES ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,152.00
2	HOLT MICHAEL P/CATERINA	ASSESSABLE FEET:	36.00
24-205-622-0011-10	2090 ESTES STREET	COST PER FOOT:	\$32.00
@ 2090 ESTES ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,152.00
3	JOHNSON TERENCE A	ASSESSABLE FEET:	66.00
24-205-622-0012-00	2331 PLEASANT HILL	COST PER FOOT:	\$32.00
@ 2086 ESTES ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,112.00
4	CARLSON LINDA K	ASSESSABLE FEET:	66.00
24-205-622-0013-00	2074 ESTES ST	COST PER FOOT:	\$32.00
@ 2074 ESTES ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,112.00
5	MORENCY R E JR TRUST	ASSESSABLE FEET:	67.00
24-205-622-0014-00	2066 ESTES ST	COST PER FOOT:	\$32.00
@ 2066 ESTES ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,144.00
6	WEATHERBEE JAMES	ASSESSABLE FEET:	65.00
24-205-622-0015-00	4236 W GILES RD	COST PER FOOT:	\$32.00
@ 2056 ESTES ST	MUSKEGON MI 49445	ESTIMATED P.O. COST:	\$2,080.00

RECONSTRUCTION

HEARING DATE: MARCH 11, 2008

ESTES ST., FAIR AVE. TO LAKESHORE DR.

7	STAPLE JOSEPH R/LAURA E	ASSESSABLE FEET:	67.00
24-205-622-0016-00	2046 ESTES ST	COST PER FOOT:	\$32.00
@ 2046 ESTES ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,144.00
8	STRAND MATTHEW V/LISA M	ASSESSABLE FEET:	66.00
24-205-622-0017-00	2036 ESTES ST	COST PER FOOT:	\$32.00
@ 2036 ESTES ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,112.00
9	SPRAGUE RONALD	ASSESSABLE FEET:	66.00
24-205-622-0018-00	2024 ESTES ST	COST PER FOOT:	\$32.00
@ 2024 ESTES ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,112.00
10	OLSEN DEREK A/OLSEN JAMES	ASSESSABLE FEET:	63.00
24-205-622-0019-00	2016 ESTES ST	COST PER FOOT:	\$32.00
@ 2016 ESTES ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,016.00
11	HITTLE ROSA	ASSESSABLE FEET:	63.00
24-205-622-0020-00	2008 ESTES ST	COST PER FOOT:	\$32.00
@ 2008 ESTES ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,016.00
12	LAKESIDE VETERANS CLUB	ASSESSABLE FEET:	155.00
24-205-622-0021-00	1777 LAKESHORE DR	COST PER FOOT:	\$32.00
@ 1777 LAKESHORE DR	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$4,960.00
13	MASTENBROOK MARJORIE TRU	ASSESSABLE FEET:	73.00
24-205-623-0001-00	18364 174TH AVE	COST PER FOOT:	\$32.00
@ 1815 HARRISON AVE	SPRING LAKE MI 49456	ESTIMATED P.O. COST:	\$2,336.00

ESTES ST., FAIR AVE. TO LAKESHORE DR.

14	HAAKSMA FRED A	ASSESSABLE FEET:	37.25
24-205-623-0002-10	2029 ESTES ST	COST PER FOOT:	\$32.00
@ 2029 ESTES ST	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$1,192.00</u>
15	BORGESON ROGER/CAUGHEY	ASSESSABLE FEET:	45.00
24-205-623-0011-00	2091 ESTES ST	COST PER FOOT:	\$32.00
@ 2091 ESTES ST	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$1,440.00</u>
16	HYHK LLC	ASSESSABLE FEET:	50.00
24-205-623-0012-00	1042 TERRACE ST	COST PER FOOT:	\$32.00
@ 2075 ESTES ST	MUSKEGON MI 49442-332	<u>ESTIMATED P.O. COST:</u>	<u>\$1,600.00</u>
17	HYHK LLC	ASSESSABLE FEET:	74.25
24-205-623-0013-00	1042 TERRACE ST	COST PER FOOT:	\$32.00
@ 2063 ESTES ST	MUSKEGON MI 49442	<u>ESTIMATED P.O. COST:</u>	<u>\$2,376.00</u>
18	PARAGON BANK & TRUST	ASSESSABLE FEET:	74.25
24-205-623-0014-00	240 E 8TH ST	COST PER FOOT:	\$32.00
@ 2055 ESTES ST	HOLLAND MI 49423	<u>ESTIMATED P.O. COST:</u>	<u>\$2,376.00</u>
19	CURRIER REBECCA A TRUST	ASSESSABLE FEET:	68.25
24-205-623-0015-00	15894 VINECREST AVE	COST PER FOOT:	\$32.00
@ 2043 ESTES ST	SPRING LAKE MI 49456	<u>ESTIMATED P.O. COST:</u>	<u>\$2,184.00</u>
20	VERIZON INC	ASSESSABLE FEET:	59.40
24-205-624-0001-00	P O BOX 152206	COST PER FOOT:	\$32.00
@ 1831 LAKESHORE DR	IRVING TX 75015	<u>ESTIMATED P.O. COST:</u>	<u>\$1,900.80</u>

RECONSTRUCTION

HEARING DATE: MARCH 11, 2008

ESTES ST., FAIR AVE. TO LAKESHORE DR.

SUM OF ASSESSABLE FOOTAGE: 1297.40 PROJECT LENGTH: FEET
TOTAL NUMBER OF ASSESSABLE PARCELS 20 ROADWAY RIGHT-OF-WAY LENGTH: FEET

ESTIMATED PROJECT COST: \$135,000

SUM OF EST. PROP.OWN. COSTS: **\$41,516.80**

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By MARCH 11, 2008

Project Title: ESTES ST., FAIR AVE. TO LAKESHORE DR.

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

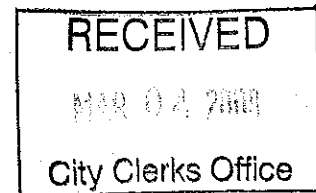
Property Address: 1815 HARRISON AVE

Parcel Number 24-205-623-0001-00

Assessable Frontage: 73 Feet

Estimated Front Foot Cost: \$32.00 per Foot

ESTIMATED TOTAL COST \$2,336.00



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 62

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

Mary Steinbach
Mary Steinbach

CoOwner/Spouse

Signature

Mary Steinbach

Signature

Address

1836 174th S.W. MI 49456

Address

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

MASTENBROOK MARJORIE TRU 13
CT

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By MARCH 11, 2008

Project Title: ESTES ST., FAIR AVE. TO LAKESHORE DR.

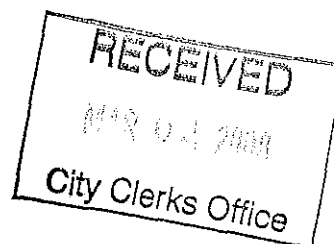
Project Description: RECONSTRUCTION

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:	2096 ESTES ST
Parcel Number	24-205-622-0011-00
Assessable Frontage:	36 Feet
Estimated Front Foot Cost:	\$32.00 per Foot
ESTIMATED TOTAL COST	\$1,152.00



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 11

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 Steve Bradfield

CoOwner/Spouse Susan Bradfield

Signature Steve Bradfield

Signature Susan L. Bradfield

Address 2096 ESTES ST.

Address 2096 Estes

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

BRADFIELD STEVEN J/SUSAN L 1

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By **MARCH 11, 2008**

Project Title: **ESTES ST., FAIR AVE. TO LAKESHORE DR.**

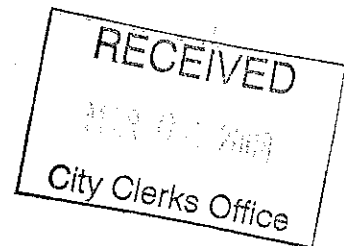
Project Description: **RECONSTRUCTION**

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: 2074 ESTES ST
Parcel Number 24-205-622-0013-00
Assessable Frontage: 66 Feet
Estimated Front Foot Cost: \$32.00 per Foot
ESTIMATED TOTAL COST \$2,112.00



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 13 BLK 6

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	<u>LINDA CARLSON</u>	CoOwner/Spouse	<u> </u>
Signature	<u><i>Linda Carlson</i></u>	Signature	<u> </u>
Address	<u>2074 ESTES ST.</u>	Address	<u> </u>

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

CARLSON LINDA K

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

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

Return This Card By MARCH 11, 2008

Project Title: ESTES ST., FAIR AVE. TO LAKESHORE DR.

Project Description: RECONSTRUCTION

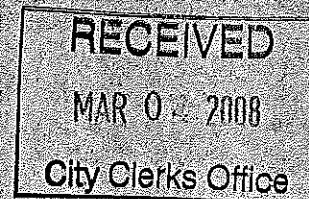
INSTRUCTIONS

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: 2066 ESTES ST
Parcel Number 24-205-622-0014-00
Assessable Frontage 67 Feet
Estimated Front Foot Cost \$32.00 per Foot

ESTIMATED TOTAL COST \$2,144.00



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 14 BLK 6

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 MORENCY R E JR TRUST CoOwner/Spouse _____

Signature Ray Morency Jr _____

Signature _____

Address 2066 Estes St. _____

Address _____

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

MORENCY R E JR TRUST

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

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

Return This Card By MARCH 11, 2008

Project Title: ESTES ST., FAIR AVE. TO LAKESHORE DR.

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.

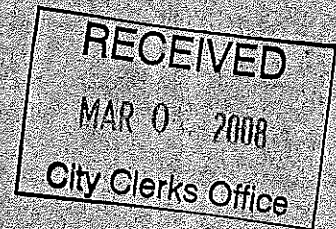
Assessment Information

Property Address: 2029 ESTES ST
Parcel Number: 24-205-623-0002-10
Assessable Frontage: 37.25 Feet
Estimated Front Foot Cost: \$32.00 per Foot

ESTIMATED TOTAL COST \$1,192.00

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 SE 12 FT LOT



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

Freda Haakson

CoOwner/Spouse

Signature

Freda Haakson

Signature

Address

2029 Estes

Address

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

HAAKSON FRED A

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By MARCH 11, 2008

Project Title: ESTES ST., FAIR AVE. TO LAKESHORE DR.

Project Description: RECONSTRUCTION

INSTRUCTIONS

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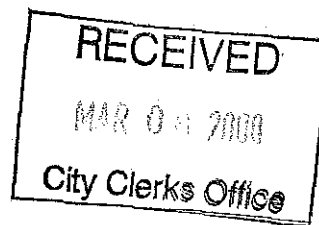
Assessment Information

Property Address: 2046 ESTES ST
Parcel Number 24-205-622-0016-00
Assessable Frontage: 67 Feet
Estimated Front Foot Cost: \$32.00 per Foot

ESTIMATED TOTAL COST \$2,144.00

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 16 BLK 6



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 _____

Laura E. Staple

Signature _____

Signature _____

Joseph Staple

Address _____

Address _____

2046 Estes St

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

STAPLE JOSEPH R/LAURA E

7

You need to fix roads that
are bad I feel this road on
Cotest St. Not that bad chief,
been here 34 years and all
you want to do is make
over Taxes go even higher
than they are, I am paying
more taxes than North of
Muskegon. To me that is
one big reason why I am
turning it down. Since I've
been here I've problems with
dogs cats and squirrels on my
property. Dogs and cats
come in my yard shit
all over my property you
should have more control
over that last year do it.
Squirrels are another problem
I have they dig holes all over
my yard that try to do
my best to keep it looking
nice but very hard to do.

I'll probably attend this
meeting when you have

Joseph S. Taylor

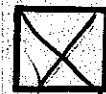
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SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By **MARCH 11, 2008**

Project Title: **ESTES ST., FAIR AVE. TO LAKESHORE DR.**

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

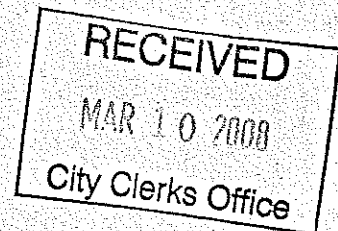
Property Address: **1777 LAKESHORE DR**

Parcel Number **24-205-622-0021-00**

Assessable Frontage: **155** Feet

Estimated Front Foot Cost: **\$32.00** per Foot

ESTIMATED TOTAL COST \$4,960.00



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 21 BLK 6

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 Lakeside Veterans Club CoOwner/Spouse _____

Signature Ernest Obergerger Jr Signature _____

Address 1777 Lakeshore Dr Address _____

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

for the Bd of Directors

LAKESIDE VETERANS CLUB

12

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By MARCH 11, 2008

Project Title: ESTES ST., FAIR AVE. TO LAKESHORE DR.

Project Description: RECONSTRUCTION

INSTRUCTIONS

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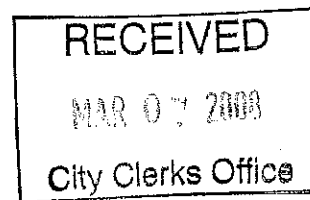
Assessment Information

Property Address: 2024 ESTES ST
Parcel Number 24-205-622-0018-00
Assessable Frontage: 66 Feet
Estimated Front Foot Cost: \$32.00 per Foot

ESTIMATED TOTAL COST \$2,112.00

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 18 BLK 6



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.

SPRAGUE RONALD

RECEIVED

MAR 10 2008

City Clerks Office

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By MARCH 11, 2008

Project Title: ESTES ST., FAIR AVE. TO LAKESHORE DR.

Project Description: RECONSTRUCTION

INSTRUCTIONS

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Assessment Information

Property Address: 2056 ESTES ST
Parcel Number 24-205-622-0015-00
Assessable Frontage: 65 Feet
Estimated Front Foot Cost: \$32.00 per Foot

ESTIMATED TOTAL COST \$2,080.00

Property Description

CITY OF MUSKOGON REVISED PLAT OF 1903 LOT 15 BLK 6

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

James S. Weatherbee

CoOwner/Spouse

Amy L. Weatherbee

Signature

James S. Weatherbee

Signature

Amy L. Weatherbee

Address

2056 Estes Street

Address

2056 Estes Street

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

WEATHERBEE JAMES

6

City of Muskegon City Commission Chambers
Public Hearing
March 11, 2008 at 5:30 p.m.

Subject: Repaving of Estes St., Fair Ave to Lakeshore DR.
Ray E Morency, Jr.
2066 Estes St.
A statement of my objections to this project.

Honorable Mayor
City Commissioners
And interested parties in attendance.

I am listing some of my objections to this proposed special assessment.

1. Timing and notification.
2. Property values.
3. Your reasons for the so called improvement, road noise, dust, wear and tear on your vehicle. Improved curb appeal
4. Mail man and snow plow?
5. Home and property have been in the family since 1863
6. Adjacent property, devaluating my property.
7. Suggest we should be centering our efforts on something other than public side streets.
8. After contacting a few of the people that have gone through this same situation, I fear that I may be speaking to deaf ears.
9. Age of the street.
10. History of Estes St.
11. City income tax: What portion does the dept. of engineers get which should go for UP KEEP of our public streets.
12. What has been the logic: Mann, Moon then they decide to skip Torrent, and Blodget. I notice that one of the 1st streets to be done was adjacent to a tavern in Lakeside, and from the pictures I have, it wasn't in as bad shape as the other streets in the area.
13. New ideas seem to be shot down when they are presented by individuals with vision, namely John Vanderstelt and Dick Borgeson.
14. I hope everyone that is paying for their share of this project realizes we will be responsible for any override.
15. Closing remarks,
16. State my request to the Commissioners.
17. Thank you for this opportunity and taking time from your busy schedule to listen to my comments. I ask that you take them seriously with consideration for the people concerned and those who pay their City Property and Income Taxes on time.

H-1630 ESTES ST., FAIR AVE. TO LAKESHORE DR.

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

	FEET	PERCENTAGE	TOTAL NUMBER OF PARCELS - 20										
			FOR					OPPOSE					
			LETTER#	ST#	ST NAME	PARCEL#	FEET	LETTER#	ST#	ST NAME	PARCEL#	FEET	
TOTAL ASSESSABLE FRONT FOOTAGE	1297.40 ***							*	10	2016	ESTES	24-205-622-0019-00	63.00
									9	2024	ESTES	24-205-622-0018-00	66.00
FRONT FEET OPPOSED	930.50	71.72%							14	2029	ESTES	24-205-623-0002-10	37.25
									7	2046	ESTES	24-205-622-0016-00	67.00
RESPONDING FRONT FEET IN FAVOR	0.00	0.00%						**	18	2055	ESTES	24-205-623-0014-00	74.25
									6	2056	ESTES	24-205-622-0015-00	65.00
NOT RESPONDING - FRONT FEET IN FAVOR	366.90	28.28%							5	2066	ESTES	24-205-622-0014-00	67.00
									4	2074	ESTES	24-205-622-0013-00	66.00
TOTAL FRONT FEET IN FAVOR	366.90	28.28%						**	16	2075	ESTES	24-205-623-0012-00	50.00
								*	3	2086	ESTES	24-205-622-0012-00	66.00
								*	15	2091	ESTES	24-205-623-0011-00	45.00
									1	2096	ESTES	24-205-622-0011-00	36.00
									13	1815	HARRISON	24-205-623-0001-00	73.00
									12	1777	LAKESHORE	24-205-622-0021-00	155.00
TOTALS							0.00	930.50					

* OWNERS VOTED @ MEETING 03/11/08
 ** HEARING RESPONSE RECEIVED AFTER 03/11/08

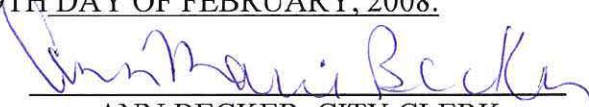
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STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

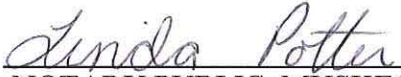
TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

Estes St., Fair Ave. to Lakeshore Dr.

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 29TH DAY OF FEBRUARY, 2008.


ANN BECKER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
29th DAY OF February, 2008.


NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES 9-25-2012

*Tabled to
3-25-08*

Date: March 11, 2008
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Public Hearing
Create Special Assessment District for:
SEVENTH ST., MUSKEGON AVE. TO WEBSTER AVE.

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment of the **Seventh St., Muskegon Ave. to Webster Ave.** project, 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. 2008-30(b)

Resolution At First Hearing Creating Special Assessment District
For: **Seventh St. from Muskegon Ave. to Webster Ave.**

Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **March 11, 2008** 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 **March 11, 2008**, there were 73.67 % 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.

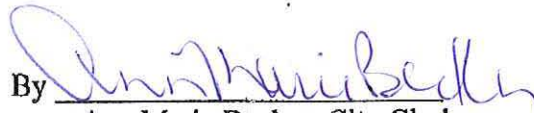
3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Gawron and Spataro and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon front foot basis.
4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately 15.4% 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 Wierengo, Wisneski, Carter, Gawron, Shepherd, Spataro, and Warmington

Nays None

CITY OF MUSKEGON

By 
Ann Marie Becker, City Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **March 25, 2008**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By 
Ann Marie Becker, City Clerk

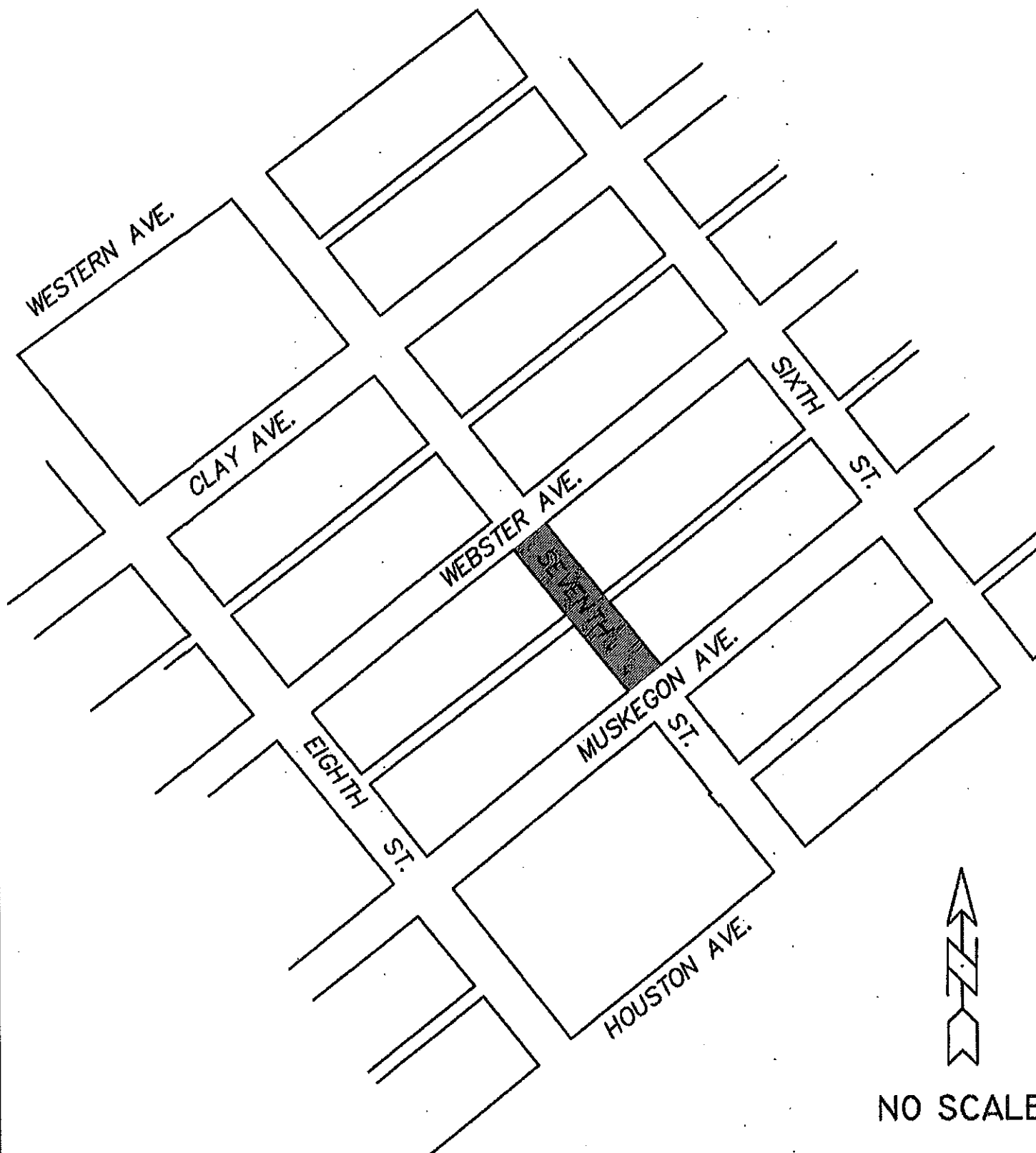
EXHIBIT A

**Seventh St., from
Muskegon Ave. to Webster Ave.**

SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of
Seventh St., from Muskegon Ave. to Webster Ave.

EXHIBIT "A" SPECIAL ASSESSMENT DISTRICT



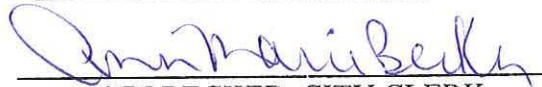
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STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

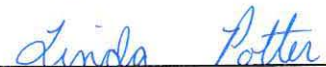
TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

SEVENTH ST., MUSKEGON AVE. TO WEBSTER 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 29TH DAY OF FEBRUARY, 2008.


ANN BECKER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
29 DAY OF February, 2008.


NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES 9-25-2012

CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
SPECIAL ASSESSMENT DISTRICTS

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

**BEIDLER ST., LAKETON AVE. TO SOUTHERN AVE.
ESTES ST., FAIR AVE. TO LAKESHORE DR.
ISABELLA AVE., AMBROSIA ST. TO WILLIAMS ST.
SEVENTH ST., WEBSTER AVE. TO MUSKEGON AVE.
ROBLANE ST., QUARTERLINE RD. TO MARLANE RD. (2nd Notice)**

The specific locations of the special assessment districts and the properties proposed to be assessed are:

**All parcels abutting Beidler Street from Laketon Ave. to Southern Ave.
All parcels abutting Estes St. from Fair Ave. to Lakeshore Dr.
All parcels abutting Isabella Ave., from Ambrosia St. to Williams St.
All parcels abutting Seventh St. from Webster Ave. to Muskegon Ave.
All parcels abutting Roblane St. from Quarterline Rd. to Marlane St. (2nd notice)**

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 **MARCH 11, 2008 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 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.

PUBLISH: **March 1, 2008**

Ann Becker 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:

Ann Becker City Clerk
933 Terrace Street, Muskegon, MI 49440
(231) 724-6705 or TDD (231) 724-6773

ENGINEERING FEASIBILITY STUDY
Seventh St. from
Muskegon Ave. to Webster Ave.

The proposed reconstruction of Seventh St. between Muskegon Ave. & Webster Ave., see attached special assessment district map, was initiated by the City due to the street conditions. The improvement being proposed consists of a complete removal of all existing pavements including curb and gutter and the placement of a new street pavement that will include a new curb and gutter. The proposed reconstruction is the most effective method especially with the needs for other improvements such as widening the street to a 34' section instead of the existing 27'. The existing pavement condition is below 25 (out of 100) is which well below acceptable.

A memorandum from the Assessor's office, which addresses appraisal and benefits to abutting properties, is attached.

The preliminary cost estimate for the work associated with paving is approximately \$85,000.00 with the length of the project being approximately 236 lineal feet or 376 feet of assessable front footage. This translates into an estimated improvement cost of \$226.00 per assessable foot. However, based on the 2008 assessment figure for this type of improvement, the assessment will not exceed \$32.00 per assessable foot.

MUSKEGON COUNTY

M I C H I G A N

February 20, 2008

BOARD OF COMMISSIONERS

James J. Derezhinski
Chair, District 4

I. John Snider II
Vice Chair, District 3

P. Don Aley
District 7

Charles L. Buzzell
District 2

Lew Collins
District 6

Marvin R. Engle
District 5

Bill Gill
District 8

Kenneth Mahoney
District 1

Louis A. McMurray
District 9

Robert Scolnik
District 11

Roger C. Wade
District 10

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 Seventh Street from Webster Avenue to Muskegon Avenue (Project # H-1637). 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 February 20, 2008.

The proposed special assessment district encompasses primarily residential properties. The City of Muskegon's Engineering Department has provided all frontage estimates in accordance with the City's Special Assessment Policy and all project-related costs. The total project cost is estimated to be \$85,000. The amount of money to be spread to the 7 property owners has been estimated at \$13,088.00 or 15.4% of the total costs. The proposed front foot rated to be spread is \$32.00. The City's Engineering Department is solely responsible for these figures.

In conclusion, it is my opinion that the special assessment amounts as provided by the City 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. Simply stated, the front foot rate of \$32.00 to be spread over an assessable footage of 409.00 for the reconstruction of the above mentioned project area appears reasonable and equitable based upon the data presented by the City of Muskegon Engineering Department, and on supporting office records.

Sincerely,



Dennis W. Burns, CMAE 3
Assessment Administration Supervisor

February 29, 2008

[REDACTED]
[REDACTED]
[REDACTED]

The City of Muskegon is asking for your support for improvement of the street adjoining your property located at [REDACTED].

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 and mail delivery.

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, decline, 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 MARCH 11, 2008. 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.

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

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

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

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

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

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

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

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

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

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

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

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

Inspection Services
(231)724-6745
FAX: (231)728-4371

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

Mayor's Office
(231)724-6761
FAX: (231)722-1214

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

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

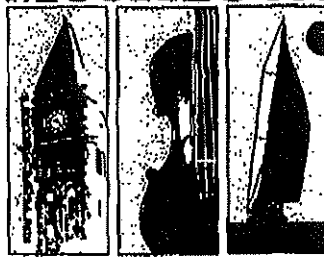
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

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

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

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

MUSKEGON



West Michigan's Shoreline City

February 29, 2008

Parcel Number: 24- [REDACTED] at [REDACTED]

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:

Seventh Street, Webster Ave. to Muskegon Ave.

The proposed special assessment district will be located as follows:

**ALL PARCELS ABUTTING SEVENTH STREET FROM WEBSTER AVENUE
TO MUSKEGON AVENUE**

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 MARCH 11, 2008 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 to confirm the special assessment roll after the project is under way. 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

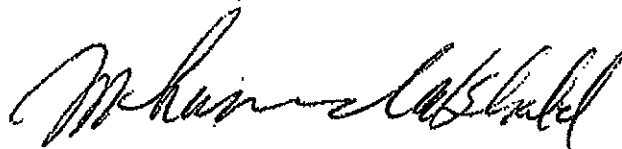
The total estimated cost of the street portion of the project is \$85,000, of which, approximately 14.2% (\$12,032.00) will be paid by property owners through special assessment. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

The street special 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 are 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,



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 your 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 724-6747**.

CITY OF MUSKEGON
SEVENTH ST., MUSKEGON TO WEBSTER H-1637
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 OFFICIAL USE ONLY

APPROVED () DENIED () DATE _____ CENSUS TRACT NO. _____

SIGNATURE _____ TITLE _____

COMMENTS/REMARKS _____

****ATTENTION APPLICANT****

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

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

Return This Card By **MARCH 11, 2008**

Project Title: **Seventh Street, Muskegon Ave. to Webster 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: [REDACTED]

Parcel Number

24 [REDACTED]

Assessable Frontage:

[REDACTED] Feet

Estimated Front Foot Cost:

\$32.00 per Foot

ESTIMATED TOTAL COST

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 6 BLK 33

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.

BRENNER H FLOYD

1

SPECIAL ASSESSMENT

H-1637

CITY OF MUSKEGON

HEARING DATE: MARCH 11, 2008

Seventh Street, Webster Ave. to Muskegon Ave.

1	BRENNER H FLOYD	ASSESSABLE FEET:	66.00
24-205-338-0006-00	PO BOX 933	COST PER FOOT:	\$32.00
@ 543 W WEBSTER AVE MUSKEGON	MI 49443-093	ESTIMATED P.O. COST:	\$2,112.00
2	TURNER CHRISTENE	ASSESSABLE FEET:	66.00
24-205-338-0007-00	PO BOX 35	COST PER FOOT:	\$32.00
@ 1234 7TH ST	CURTIS AR 71728	ESTIMATED P.O. COST:	\$2,112.00
3	ROSE GARY/KATHY	ASSESSABLE FEET:	33.00
24-205-338-0007-10	506 W MUSKEGON AVE	COST PER FOOT:	\$32.00
@ 506 W MUSKEGON A	MUSKEGON MI 49440	ESTIMATED P.O. COST:	\$1,056.00
4	MEYER JACK S	ASSESSABLE FEET:	53.00
24-205-339-0001-00	1368 JAMES ST	COST PER FOOT:	\$32.00
@ 559 W WEBSTER AVE MUSKEGON	MI 49442	ESTIMATED P.O. COST:	\$1,696.00
5	N & N ASSOCIATES LLC	ASSESSABLE FEET:	26.00
24-205-339-0001-10	420 CARMEN DR	COST PER FOOT:	\$32.00
@ 1227 7TH ST	SPRING LAKE MI 49456	ESTIMATED P.O. COST:	\$832.00
6	N & N ASSOCIATES LLC	ASSESSABLE FEET:	33.00
24-205-339-0011-00	420 CARMEN DR	COST PER FOOT:	\$32.00
@ 1233 7TH ST	SPRING LAKE MI 49456	ESTIMATED P.O. COST:	\$1,056.00

CITY OF MUSKEGON

HEARING DATE: MARCH 11, 2008

Seventh Street, Webster Ave. to Muskegon Ave.

7	ANKENY TRUST	ASSESSABLE FEET:	99.00
24-205-339-0011-10	3683 FAIRWAY DR	COST PER FOOT:	\$32.00
@ 1241 7TH ST	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$3,168.00</u>

SUM OF ASSESSABLE FOOTAGE:	376.00	PROJECT LENGTH:	FEET
TOTAL NUMBER OF ASSESSABLE PARCELS	7	ROADWAY RIGHT-OF-WAY LENGTH:	FEET

ESTIMATED PROJECT COST: \$85,000

SUM OF EST. PROP.OWN. COSTS: \$12,032.00

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

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

Return This Card By MARCH 11, 2008

Project Title: Seventh Street, Muskegon Ave. to Webster Ave.

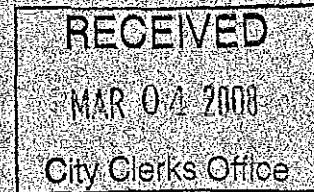
Project Description: RECONSTRUCTION

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: 1241 7TH ST
Parcel Number: 24-205-339-0011-10
Assessable Frontage: 99 Feet
Estimated Front Foot Cost: \$32.00 per Foot
ESTIMATED TOTAL COST \$3,168.00



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 S 3/4 LOTS 1

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 JAMES C. ANKENY TRUST Co-Owner/Spouse Dolores J. Ankeny Trust

Signature [Signature]

Signature [Signature]

Address 3683 FAIRWAY DR

Address 3683 FAIRWAY DR

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

ANKENY TRUST

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

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

Return This Card By MARCH 11, 2008

Project Title: Seventh Street, Muskegon Ave. to Webster 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: 506 W MUSKEGON AVE

Parcel Number: 24-205-338-0007-10

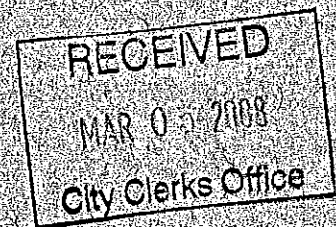
Assessable Frontage: 33 Feet

Estimated Front Foot Cost: \$32.00 per Foot

ESTIMATED TOTAL COST \$1,056.00

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 S 66 FT LOT



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: Gary L Rose

CoOwner/Spouse: Kathy Rose

Signature: Gary L Rose

Signature: Kathy Rose

Address: 506 W Muskegon Ave

Address: 506 W. Muskegon Ave.

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

ROSE GARY/KATHY

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

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

Return This Card By MARCH 11, 2008

Project Title: Seventh Street, Muskegon Ave. to Webster Ave.

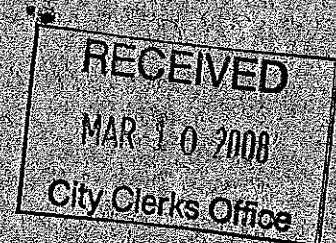
Project Description: RECONSTRUCTION

INSTRUCTIONS

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Assessment Information

Property Address	559 W WEBSTER AVE
Parcel Number	24-205-339-0001-00
Assessable Frontage	53 Feet
Estimated Front Foot Cost	\$32.00 per Foot
ESTIMATED TOTAL COST	\$1,696.00



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 339 N 10

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: JACK S. MEYER CoOwner/Spouse _____

Signature: Jack S. Meyer Signature _____

Address: 1308 JAMES AVE Address _____

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

MEYER JACK S

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

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

Return This Card By MARCH 11, 2008

Project Title: Seventh Street, Muskegon Ave. to Webster Ave.

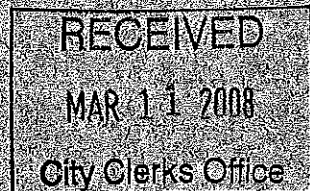
Project Description: RECONSTRUCTION

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: 1227 7TH ST
Parcel Number: 24-205-339-0001-10
Assessable Frontage: 26 Feet
Estimated Front Foot Cost: \$32.00 per Foot
ESTIMATED TOTAL COST \$832.00



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 S 26 FT LOT

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: N&N ASSOCIATES (Regis Wilson) CoOwner/Spouse

Signature: Regis Wilson Signature

Address: 420 Carmichael Spring Lake Address

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

N & N ASSOCIATES LLC

5

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

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

Return This Card By MARCH 11, 2008

Project Title: Seventh Street, Muskegon Ave. to Webster Ave.

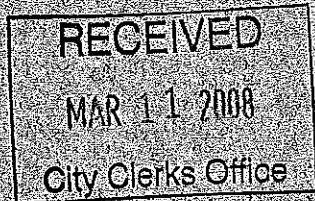
Project Description: RECONSTRUCTION

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: 1233 7TH ST
Parcel Number: 24-205-339-0011-00
Assessable Frontage: 33 Feet
Estimated Front Foot Cost: \$32.00 per Foot
ESTIMATED TOTAL COST \$1,056.00



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 OF N 1

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 N. Nelson (N & N Associates)
CoOwner/Spouse

Signature

Roger N. Nelson *member* Signature

Address

420 Corner Spring Lake Address

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

N & N ASSOCIATES LLC

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

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

Return This Card By MARCH 11, 2008

Project Title: Seventh Street, Muskegon Ave to Webster Ave.

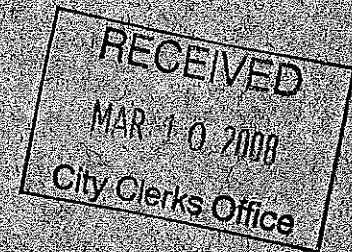
Project Description: RECONSTRUCTION

INSTRUCTIONS

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Assessment Information

Property Address:	1234 7TH ST
Parcel Number	24-205-338-0007-00
Assessable Frontage:	66 Feet
Estimated Front Foot Cost:	\$32.00 per Foot
ESTIMATED TOTAL COST	\$2,112.00



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 N 66 FT LOT

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: Christene Turner CoOwner/Spouse: _____

Signature: Christene Turner Signature: _____

Address: 1234 7th St Muskegon, Mich Address: _____

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

TURNER CHRISTENE

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: March 13, 2008

RE: Water Service Agreement with the City of Muskegon Heights

SUMMARY OF REQUEST:

To approve a short-term agreement with the City of Muskegon Heights for the operation of the Muskegon Heights water filtration plant and water distribution system.

FINANCIAL IMPACT:

The City will be paid at a rate of \$80.00 an hour.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the attached agreement and authorize the Mayor and Clerk to sign it.

COMMITTEE RECOMMENDATION:

None.

**SHORT-TERM AGREEMENT BETWEEN
THE CITY OF MUSKEGON
AND THE CITY OF MUSKEGON HEIGHTS
FOR PROVIDING
NECESSARY SERVICES IN COMPLIANCE WITH THE
MICHIGAN SAFE DRINKING WATER ACT IN THE
OPERATION OF BOTH ITS WATER FILTRATION
PLANT AND DISTRIBUTION SYSTEM**

THE AGREEMENT made this 25th day of March, 2008, between the City of Muskegon, a Municipal Corporation, located at 933 Terrace Street, Muskegon, Michigan 49443-0536 (hereinafter referred to as "Muskegon") and the City of Muskegon Heights, a Municipal Corporation, located at 2724 Peck Street, Muskegon Heights, Michigan 49444 (hereinafter referred to as "Muskegon Heights").

Both Muskegon and Muskegon Heights are located within the County of Muskegon, State of Michigan.

RECITALS

A. The City of Muskegon Heights operates a water filtration plant and distribution system through which it provides water services to the residents of the City of Muskegon Heights, Fruitport Township and the City of Norton Shores.

B. The City of Muskegon Heights is currently without a full-time director to operate its water filtration plant and distribution system.

C. Muskegon and Muskegon Heights desire to enter into a short-term agreement whereby the City of Muskegon will assist the City of Muskegon Heights in providing the necessary services in compliance with the requirements of the Michigan Safe Drinking Water Act (Act 399 P.A. 1976, as amended) in the operation of both its water filtration plant and its distribution system.

D. It is the intent of the parties to this Agreement to satisfy the "Operator in Charge" requirement of the statute.

E. In consideration of the matters described above and of the mutual benefits set forth in this Agreement, the parties agree as follows:

GENERAL PROVISIONS

Section 1. Short-Term Assistance as Operator in Charge of the Muskegon Heights Water Filtration Plant and Distribution System

Muskegon shall serve as the Operator in Charge of the Muskegon Heights Water Filtration Plant and Distribution System. During the term of this Agreement, compliance with the Michigan Safe Drinking Water Act (Act 399 P.A. 1976, as amended) shall be accomplished as detailed below.

Section 2. Services Provided by Muskegon

A. Assign and make available an F-1 Certified Muskegon employee to visit the Muskegon Heights plant (MHP) on a daily basis, Monday through Friday (except for holidays as designated by the City of Muskegon). This individual will perform the following tasks at a minimum:

1. Spend a minimum of one (1) hour per day at the plant.
2. Develop, complete and endorse any and all required Michigan Department of Environmental Quality (MDEQ) reports.
3. Review payroll reports if requested by Muskegon Heights.
4. Review and assign duties to staff if requested by Muskegon Heights. Except when requested by MDEQ, the individual will assign tasks to meet MDEQ requirements.
5. Meet with MHP staff on an as needed basis.
6. Represent MHP in meetings on an as needed or requested basis.
7. The individual or his/her designee will be available on a 24/7 basis.

B. Assign and make available an S-1 Certified Muskegon employee to visit the Muskegon Heights distribution offices on an as needed basis, but no less than two (2) days per week, Monday through Friday (except for holidays as designated by the City of Muskegon). This individual will perform the following tasks at a minimum:

1. Spend a minimum of one (1) hour per day at either the Muskegon Heights City Hall, maintenance building or the plant, location to be determined by Muskegon Heights.
2. Develop and complete and endorse any and all required MDEQ reports.
3. Review payroll reports if requested by Muskegon Heights.

4. Review and assign duties to staff if requested by Muskegon Heights. Except when requested by MDEQ, the individual will assign tasks to meet MDEQ requirements.
5. Meet with MHP staff on an as needed basis.
6. Represent Muskegon Heights in meetings on an as needed or requested basis.
7. The individual or his/her designee will be available on a 24/7 basis.

Section 3. City of Muskegon Heights Responsibilities

A. Designate one (1) individual at the Plant to fill the foreman position through which the City of Muskegon representative will disseminate information and tasks.

B. Designate an individual, or assign the individual referred to in Section 3, A, above, for the distribution system issues.

Section 4. Relationship Between the Parties

Muskegon shall perform and provide services under this Agreement as an independent contractor and the individual or individuals designated under Sections 2 and 3 above shall remain for all purposes employees of Muskegon. Muskegon understands that it will remain responsible for any and all wages and benefits due said employee. That employee shall not be entitled to any benefits from Muskegon Heights, including, but not limited to vacation leave, sick leave, health insurance, disability insurance, unemployment insurance, and workers' compensation benefits.

Section 5. Assignment

Muskegon shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of Muskegon Heights and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

Section 6. Severability

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 7. Entire Agreement and Amendment

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superceded or changed by any oral agreements, course of conduct waiver or estoppel.

Section 8. No Third-Party Beneficiary

No person dealing with Muskegon Heights or Muskegon shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between Muskegon Heights or Muskegon and any staff, visitors, residents, or other individuals who may have business through Muskegon Heights.

Section 9. Terms and Conditions

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

Section 10. Execution of Counterparts

This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

Section 11. Authority

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Muskegon hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Muskegon is obligated, which breach would have a material effect there on.

Section 12. Term

This Agreement shall continue until terminated by mutual agreement between the parties, but in no event shall it continue beyond July 28, 2008.

Section 13. Compensation

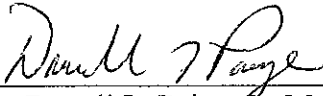
Services provided by Muskegon to Muskegon Heights shall be billed on the basis of Eighty and 00/100 (\$80.00) Dollars per hour. This will include travel costs within the corporate limits of the City of Muskegon Heights and/or its filtration plant located in the corporate limits of the City of Norton Shores. If additional travel outside the corporate limits of the City of Muskegon Heights or the City of Norton Shores is necessary to meet MDEQ requirements and/or is requested by Muskegon Heights, mileage will be billed at the prevailing IRS rate.

Muskegon shall bill Muskegon Heights on a monthly basis. Muskegon Heights shall pay the invoice within fifteen (15) days of receipt.

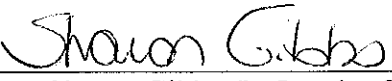
In Witness Whereof the parties have executed this Agreement in their respective cities.

CITY OF MUSKEGON HEIGHTS

Dated: 4/1/, 2008

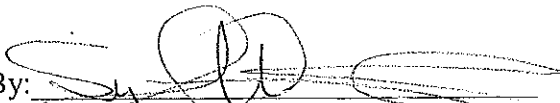
By: 
Darrell L. Paige, Its Mayor

Dated: 4/1/, 2008

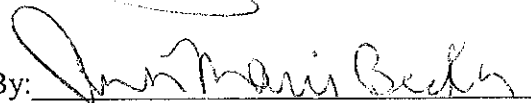
By: 
Sharon Gibbs, Its Interim Clerk

CITY OF MUSKEGON

Dated: 4/1/, 2008

By: 
Steve Warmington, Its Mayor

Dated: 4/1/, 2008

By: 
Ann Marie Becker, Its Clerk

Commission Meeting Date: March 25, 2008

Date: March 21, 2008
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Environmental Program Trash Clean-up Contract

SUMMARY OF REQUEST:

The special trash pick-up on city terraces and right-of-ways associated with our Environmental Inspections program is currently being performed by Diversified UG Utilities Inc. A request for bids was advertised with three companies placing bids. Big Sky Field Services is the low bidder for a one year and three year agreement. Copies of bid sheets are provide with the attached memo.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To waive the bid irregularity and approve the contract and to authorize the Mayor and City Clerk to sign a 3-year agreement with Big Sky Field Services for the special trash pick-ups along city right of ways, as directed by environmental inspections staff.

COMMITTEE RECOMMENDATION: None

**CITY OF MUSKEGON
CONTRACT FOR SERVICES**

This Agreement is effective on this 1st. day of April, 2008, between City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49443 ("City"), and, Bill Kotecki, of Big Sky Field Services, Inc. ("Contractor"), with reference to the following facts:

Background

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

Therefore, the parties agree as follows:

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

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

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

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

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

b. **Disposal.**

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

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

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

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

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

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

b. **Required Equipment.**

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

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

- b. **Completion.** All jobs listed in a work order must be completed within one (1) working day following issuance of the work order by City. Time extensions may be permitted for inclement weather and similar restricting circumstances, as determined by the City. All completed work orders shall be returned to the City by 8:00 a.m. the following work day after the work is completed.

10. **Payment.**

a. **Form.**

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

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

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

11. **Specific Reservations.**

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

12. **Terms and Termination.**

- a. This Agreement shall be effective on April 1, 2008, and shall remain in full force and effect until March 31, 2011, with an annual extension option through March 31, 2013.
- b. This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice to the other party.

13. **Commencement and Damages.**

- a. **Commencement.** Contractor shall commence work no later than the time set forth in the Agreement.
- b. **Damages.** In the event that Contractor fails to commence performance at the specified time and is in default of the Agreement, Contractor shall pay to the City the sum of \$200 for each and every calendar day that the Contractor is in default. The amount of damages shall not be construed as a penalty, but to ensure the City's ability to provide substituted services and costs associated with that default. Damages shall be determined by the City after investigation by the City. Damages shall be deducted from payment.
- c. **Violations.** Following Contractor's commencement of performance of this Agreement, City shall notify Contractor of each violation of the Agreement reported to City. It shall be the duty of Contractor to remedy the cause of the complaint. Failure of Contractor to take remedial measures shall be considered a breach of the Agreement, and for the purpose of computing damages under the provisions of this section, it is agreed that City may deduct from payments due or to become due to Contractor the City's cost to remedy or substitute performance.

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

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

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

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

14. **Insurance and Indemnity.**

- a. **Hold Harmless Agreements.** To the fullest extent permitted by law, Contractor agrees to defend, pay in behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials,

employees, volunteers, or others working on behalf of the City, arising out of or is any way connected or associated with this contract. The obligation to defend and hold harmless extends to City's employees, agents, subcontractors, assigns and successors.

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

- ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and
 - iii. If so requested, Certified Copies of all policies mentioned above will be furnished.
 - i. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date.
15. **Income Tax Withholding.** Contractor shall withhold income taxes from each employee who is subject to such withholding, and pay such tax in accordance with the City of Muskegon Income Tax Ordinance and all applicable laws associated with that ordinance. Contractor shall require the same from each subcontractor, consultant or vendor used in the performance of his duties and obligations in this Agreement. City reserves the right to withhold payments otherwise due to Contractor to assure compliance with this Agreement or to cure such noncompliance.
16. **General Provisions.**
- a. **Notices.** Any notice that either party may give or is required to give under this Agreement shall be in writing, and, if mailed, shall be effective on the day it is delivered to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing. Notices given in person are effective on the day they are given.
 - b. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.
 - c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights and obligations contained in this Agreement without the express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.
 - d. **Entire Agreement.** This Agreement shall constitute the entire agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into, by, and between the parties with respect to the subject matter of this Agreement, and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.
 - e. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, permitted successors, and assigns.

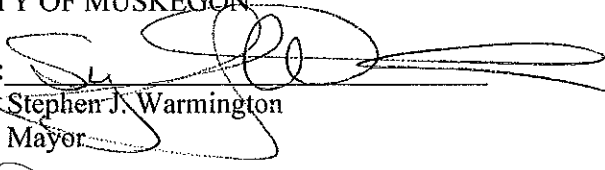
- f. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.
- g. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.
- h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.
- i. **Survival.** All representations, warranties, and covenants in this Agreement shall survive the signing of this Agreement.

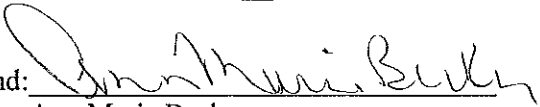
City and Contractor have executed this Agreement on the date written next to their signatures to be effective according to the term(s) stated in this document.

City -

Date: 4-10, 2008

CITY OF MUSKEGON

By: 
Stephen J. Warmington
Mayor

And: 
Ann Marie Becker
City Clerk

Contractor -

Date: Apr 1, 2008

By: Bill Kotelnik

Its: President

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

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

	<u>2-Year Bid</u>	<u>3-Year Bid</u>
1. Fee to pick up first ½ ton.	\$ 22	\$ 22
2. Fee to pick up ½ – 1 ton.	\$ 35	\$ 35
3. Fee to pick up 1 – 2 tons.	\$ 48	\$ 48
4. Fee to pick up over 2 tons	Fee to be determined on a case by case basis.	

EQUIPMENT LIST

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

TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 2001 F-250 ^{Super} duty trailer-8x16 dump 25 yds			
2. 2000 F-250 ^{Super} duty trailer- 7x14 dump 16 yds			
3. 2003 F-250 ^{Super} duty trailer- 7x12 dump 15 yds			
4. 2001 F-250 ^{Super} duty trailer 7x16 enclosed			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 16 Kodak easyshare digital cameras 6.2 mp			
2. _____			
3. _____			
4. _____			

Memo

To: Honorable Mayor and City Commission
From: Mike Cameron, Code Coordinator
Date: March 21, 2008
Re: Environmental Terrace Special Pick-ups Contract

Staff requested bids be submitted for a possible three year contract with an optional contract extension typically set at two years. The bid documents also had an area for submission of a three year bid with an option to extend that, which is typically set at two years.

The request for bids resulted in three submissions from area contractors to perform the services needed. The bids were submitted by : Freelance Enterprises Inc., 1385 E. Keating, located in Muskegon Township. Current contractor Diversified UG Utilities Inc. 2329 E. Riverwood Drive, Twin Lake. Big Sky Field Services, 5425 Whitehall Rd. located in Fruitland Township. Submitted bid amounts are shown in the table further below.

Staff has reviewed the documents submitted and has found some minor deficiencies in the documents as submitted by Freelance Enterprises and Big Sky Field Services. Both companies neglected to properly fill out the Non-Collusion Affidavit and these would need to be properly executed prior to contract signing. Diversified UG Utilities Bid documents were all properly submitted.

Because of the significant cost savings by going with the low bidder, staff's recommendation is to waive the irregularities in the submitted bid and accept the three year bid with Big Sky Field Services. Big Sky is clearly the low bidder for the work we need performed and appears to have all the necessary equipment to satisfactorily fulfill the contract.

Bidder's	First ½ ton	½ to 1 ton	1 ton to 2 ton	Over 2 tons
Diversified UG Utilities 2 year bid.	\$60.00	\$110.00	\$150.00	Determined
Diversified UG Utilities 3 year bid.	No	Bid	Submitted	On a
Freelance Enterprises 2 year Bid	\$65.00	\$90.00	\$125.00	Case
Freelance Enterprises 3 year bid	\$75.00	\$100.00	\$135.00	By
Big Sky Field Services 2 year bid	\$22.00	\$35.00	\$48.00	Case
Big Sky Field Services 3 year Bid	\$22.00	\$35.00	\$48.00	Basis

Current Rates under expiring contract:

Contractor	First ½ ton	½ to 1 ton	1 ton to 2 ton	Over 2 tons
Diversified UG Utilities	\$60.00	\$110.00	\$150.00	Determined on a case by case basis

Diversified UG Utilities Inc. Bid sheet:

7

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

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

	<u>2-Year Bid</u>	<u>3-Year Bid</u>
1. Fee to pick up first ½ ton.	\$60.00	
2. Fee to pick up ½ – 1 ton.	\$110.00	
3. Fee to pick up 1 – 2 tons.	\$150.00	
4. Fee to pick up over 2 tons	<u>Fee to be determined on a case by case basis.</u>	

EQUIPMENT LIST

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

TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 2000 Ford F-550 6,000 lb. crane - 16 ft Flatbed Trailer			
2. 2000 Ford F-550 Dump (5 yd) - 30' Triple Axle Flatbed Trailer			
3. See attached sheet			
4.			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Kodak V530	2006		
2. Kodak DX 4900	2005		
3.			
4.			

Blue Sky Field Services Bid Sheet :

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

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

	<u>2-Year Bid</u>	<u>3-Year Bid</u>
1. Fee to pick up first ½ ton.	\$ 22	\$ 22
2. Fee to pick up ½ – 1 ton.	\$ 35	\$ 35
3. Fee to pick up 1 – 2 tons.	\$ 48	\$ 48
4. Fee to pick up over 2 tons	<u>Fee to be determined on a case by case basis.</u>	

EQUIPMENT LIST

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

TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 2001 F-250 ^{Super} duty trailer-8x16 dump 25 yds			
2. 2000 F-250 ^{Super} duty trailer-7x14 dump 16 yds			
3. 2003 F-250 ^{Super} duty trailer-8x12 dump 15 yds			
4. 2001 F-250 ^{Super} duty trailer 7x16 enclosed			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 16 Kodak easyshare digital cameras 6.2 mp			
2. _____			
3. _____			
4. _____			

Freelance Enterprises Bid Sheet:

7

Schedule I of Agreement

CONTRACT PRICE PROPOSAL

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

	<u>2-Year Bid</u>	<u>3-Year Bid</u>
1. Fee to pick up first ½ ton.	\$60.00	
2. Fee to pick up ½ – 1 ton.	\$110.00	
3. Fee to pick up 1 – 2 tons.	\$150.00	
4. Fee to pick up over 2 tons	<u>Fee to be determined on a case by case basis.</u>	

EQUIPMENT LIST

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

TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 2000 Ford F-550 6,000 lb. crane - 16 ft Flatbed Trailer			
2. 2000 Ford F-550 Dump (5 yd) - 30' Triple Axle Flatbed Trailer			
3. See attached sheet			
4.			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Kodak V530	2006		
2. Kodak DX 4900	2005		
3.			
4.			

Commission Meeting Date: March 25, 2008

Date: March 21, 2008
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Environmental Program Mowing and Trash Clean-up Contract

SUMMARY OF REQUEST:

The contract for mowing of lots and trash clean up of public and private properties previously held by Freelance Enterprises Inc. will expire on March 29, 2008. A request for bids was advertised and five companies placed bids. One set of bids submitted by Murray Vanderstelt were contradictory and very incomplete. Freelance Enterprises of Muskegon Township is the low bidder for a two-year agreement and Earth Creations of Fruitland Township is the second lowest bidder.

FINANCIAL IMPACT:

None - Funds budgeted for this activity.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION:

To formally reject the bid submitted by Mr. Murrery Vanderstelt because of severely deficient bid documents and approve a 2 year contract with Freelance Enterprises Inc. Additionally, to approve a 3 year contract with Earth Creations and to authorize the Mayor and City Clerk to sign agreements with both companies (see attachments), for the mowing of lots and trash removal on properties located within the city.

COMMITTEE RECOMMENDATION: None

Memo

To: Honorable Mayor and City Commission
From: Mike Cameron, Code Coordinator
Date: March 21, 2008
Re: Environmental mowing & trash contract bids

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

Staff has been monitoring the current contractor very closely over the term of the last contract and would like to recommend awarding the contract to two contractors this season, instead of the customary single contractor. Staff believes this would better serve the program by getting the grass cut or trash picked up in a shorter time frame. Because of the dramatic swings in the number of work requests, it has been difficult for one contractor to adequately respond to our work requests in an acceptable time frame. Staff has attempted to work with the contractor to increase productivity but to date our efforts have not been successful. A substantial number of our enforcement actions are being delayed because the contractor can't keep up. At times this has hampered staffs efforts to operate in an efficient manor and forces neighbors to tolerate a situation longer than they should have to.

In reviewing the bid documents staff discovered irregularities in almost all of the bidding documents, except the documents submitted by Earth Creations. The errors ranged from minor errors such as a name area being left blank to one set of documents submitted virtually empty, with three different sets of bids submitted by the same entity. Staff feels that these errors can be addressed prior to awarding of the contract with the exception of the bid from Mr. Murrery Vanderstelt. This bid packet is so lacking of the required information, signatures and equipment listings that it would not be fair and reasonable to the other bidders to allow this bid to be submitted. Therefore staff recommends rejection of Mr. Vanderstelt's bid.

Because of the varying prices submitted by the different bidders, staff would like to recommend the following contracts to be awarded.

1. Award a two year contract to Freelance Enterprises with a two year extension possible.
2. Award a 3 year contract to Earth Creations with a two year extension possible.

Awarding contracts as indicated would be accepting the low bidder, Freelance Enterprises and the runner up, low bidder, Earth Creations. The reasoning for the three year agreement with Earth Creations is that they had submitted a lower bid for a three year contract versus a two year agreement.

The reasoning for a two year agreement with Freelance Enterprises would be to stagger our contract renewal dates between the two contractors. Freelance Enterprises did not provide any monetary incentive for a three year agreement. It should also be noted that the largest difference between the Freelance Enterprises bid and Earth Creations was in the Helping Labor category. In 2007 we did not utilize any workers in this category and staff doubts we will in 2008. In addition, Freelance submitted a bid of \$13.50 an hour for two workers in this category, this portion of the bid is very suspect since that would place the two workers below minimum wage requirements.

Staff firmly believes that management of two contractors, versus one contractor, would actually be easier in many ways. Currently both inspectors must compete with each other for the contractors available resources to allow the inspector to get his properties mowed or cleaned up. By having one contractor assigned to each inspector, there should be more than enough resources allocated to each inspector to be better able to keep up on his duties. In turn, this will allow us to offer a much improved customer service by getting the lots mowed or picked up in a timelier manner. The increased cost for having two contractors is minimal since Earth Creations three year bid is actually lower in the hand mowing category than Freelance Enterprises bid for the same service. There will be a slight cost increase having two contractors versus one because of higher bid amounts in the trash and tractor areas by Earth Creations.

The five bids for a two-year contract were as follows:

Bidders	Trash Crew	Tractor Crew	Mower Crew	Helping Labor (Two Persons)
Big Sky Field Services	\$51.00	\$45.00	\$35.00	\$31.00
Diversified UG Utilities	\$60.00	\$65.00	\$55.00	\$40.00
Earth Creations	\$41.00	\$48.00	\$35.00	\$34.00
Freelance Enterprises	\$38.75	\$41.75	\$35.75	\$13.50
Murray Vanderstelt	\$31.00	\$35.00	\$35.00	\$0.00

The following contractors submitted a 3 year bid:

Bidders	Trash Crew	Tractor Crew	Mower Crew	Helping Labor (Two Persons)
Earth Creations	\$40.50	\$47.50	\$34.50	\$34.00
Freelance Enterprises	\$38.75	\$41.75	\$35.75	\$13.50

Big Sky bid Sheets

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	2-Year Bid	3-Year Bid
1. Pick up w/operator and large trailer-- 2 min minimum 10 cubic yd. capacity	\$51 per hr	
2. Tractor w/operator and brush hogs 5' mowing bed 2 min	\$45 per hr	
3. Lawn mower and trimmer for lots and Operator 2-min	\$35 per hr	
4. Helping Labor, consisting of 2 persons	\$31 per hr	

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
----------------------------	----------------------	----------------	----------------

- See attached list of equipment
-
-
-

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
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- See attached list of equipment
-
-
-

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
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- See attached list of equipment
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SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
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- See attached list of equipment
-
-
-

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
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- See attached list of equipment
-
-
-

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
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- 10- Kodak easyshare digital cameras 6.3 mp
- 2- Kodak easyshare digital 7.0 mp
- 5- Kodak easyshare digital 6.3 mp
-

Diversified Bid Sheets

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	2-Year Bid	3-Year Bid
1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity	\$60.00	
2. Tractor w/operator and brush hogs 5' mowing bed	\$65.00	
3. Lawn mower and trimmer for lots and Operator	\$55.00	
4. Helping Labor, consisting of 2 persons	\$40.00	

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. See Attached Sheet			
2.			
3.			
4.			

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. See attached sheet			
2.			
3.			
4.			

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. see attached sheet			
2.			
3.			
4.			

SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Will obtain equipment required to complete contract through The Power Shop (Fremont)			
2.			
3.			
4.			

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Will obtain equipment required to complete contract through The Power Shop (Fremont)			
2.			
3.			
4.			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Kodak V530 2006			
2. Kodak DX4900 2005			
3.			
4.			

Schedule I of Agreement
CONTRACT PRICE PROPOSAL

Earth Creations

Bid Sheets

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	2-Year Bid	3-Year Bid
1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity	41. ⁰⁰ per hr	40. ⁰⁰ per hr
2. Tractor w/operator and brush hogs 5' mowing bed	48. ⁰⁰ per hr	47. ⁰⁰ per hr
3. Lawn mower and trimmer for lots and Operator	35. ⁰⁰ per hr	34. ⁰⁰ per hr
4. Helping Labor, consisting of 2 persons	34. ⁰⁰ per hr	34. ⁰⁰ per hr

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 2001 Massey 1240	Owned 2003		
2. 2007-08 Mahindra or equal 20-25 hp Tractor		MCB/Manufacturer	
3. 2007-08 Mahindra or equal 20-25 hp Tractor		MCB/Manufacturer	
4. 2007-08 Mahindra or equal 20-25 hp Tractor		MCB/Manufacturer	

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. King Cutter	1998 Owned		
2. Woods / King Cutter	2007-08 Will buy	MCB	J&J Farms
3. Woods / King Cutter	2007-08 Will buy	MCB	J&J Farms
4. Woods / King Cutter	2007-08 Will buy	MCB	J&J Farms

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 1999 Dodge Dump 1 Ton	Own 2004		
2. 1993 Chevy 1 Ton Service Body	Own 2007		
3. Tri axle Mobil Trailer 12 yds	Own 2004		
4. Tandem Axle Mobil Trailer 10 yds	Own 2001		

SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 21" Toro (2)	Will buy new	MCB	Agards
2. 21" Toro (2)	Will buy new	MCB	Agards
3. 21" Husqvarna (2)	Will buy new	MCB	J&J Farms
4. 21" Husqvarna (2)	Will buy new	MCB	J&J Farms

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Shih Commercial (3)	2005 Owned	MCB	
2. Husqvarna 2145 (2)	Will buy new	MCB	J&J
3. Husqvarna 2145 (2)	Will buy new	MCB	J&J
4. Husqvarna 2145 (2)	Will buy new	MCB	J&J

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Fuji Film SSD	2005	MCB	
2. Fuji Film SSD	2005	MCB	
3. Fuji Film SSD	Will buy new	MCB	Ecost.com
4. Fuji Film SSD	Will buy new	MCB	Ecost.com

Freelance Bid Sheets

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	1-Year Bid	2-Year Bid
1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity	38.75	38.75
2. Tractor w/operator and brush hogs 5' mowing bed	41.75	41.75
3. Lawn mower and trimmer for lots and Operator	35.75	35.75
4. Helping Labor, consisting of 2 persons	13.50	13.50

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. John Deere 790 2002			
2. John Deere Hyperion 2004			
3. Kubota 2006			
4.			

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 2004 Ford F-250 with Trailer			
2. 2003 Ford F-250 with Trailer			
3.			
4.			

SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Many Assorted			
2.			
3.			
4.			

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 10 Ryobi 2006			
2.			
3.			
4.			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. (6) Nikon Cool-Px 2007			
2.			
3.			
4.			

CONTRACT PRICE PROPOSAL

Murry Vanderstelt

Bid Sheet 1

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	2-Year Bid	3-Year Bid
1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity	\$ 31.00 P.H.	
2. Tractor w/operator and brush hogs 5' mowing bed	\$ 35.00 P.H.	
3. Lawn mower and trimmer for lots and Operator	35.00 P.H.	
4. Helping Labor, consisting of 2 persons		

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
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1. Farmall Bill Beck
2. Lawn mowers
3. weed wackers
4. will buy equipment when needed

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
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- 1.
- 2.
- 3.
- 4.

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
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1. 1988 Chev
2. 1988 Ford 3/4 TON
3. 1991 Gmc.
- 4.

SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
---------------------------	----------------------	----------------	----------------

1. 16 LAWN MOWER
2. 3 WEED WACKERS
- 3.
- 4.

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
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1. 3 WEED WACKERS OWNED
- 2.
- 3.
- 4.

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
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1. 10 OWNED
- 2.
- 3.
- 4.

Schedule 1 of Agreement
CONTRACT PRICE PROPOSAL

Murry Vanderstelt

Bid Sheet 2

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	2-Year Bid	3-Year Bid
1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity	31.00PH	
2. Tractor w/operator and brush hogs 5' mowing bed	35.00PH	
3. Lawn mower and trimmer for lots and Operator	4175.00	
4. Helping Labor, consisting of 2 persons		

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. FARMALL		BRUSH HOG	BILLY DECK
2.			
3.			
4.			

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. OWNED			
2.			
3.			
4.			

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

Murry Vanderstelt

Bid Sheet 3

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

2-Year Bid 3-Year Bid

1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity
2. Tractor w/operator and brush hogs 5' mowing bed
3. Lawn mower and trimmer for lots and Operator
4. Helping Labor, consisting of 2 persons

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 188 Ford 3/4 TOW			
2. 91 GMC			
3. 71 Ford 1/2 TOW			
4.			

SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 7 Lawers Owen Mores			
2.			
3.			
4.			

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 3 WEED WACKERS OWEN			
2.			
3.			
4.			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 8 OWEN ED			
2.			
3.			
4.			

Memo

To: Honorable Mayor and City Commission
From: Mike Cameron, Code Coordinator
Date: March 21, 2008
Re: Environmental mowing & trash contract bids

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

Staff has been monitoring the current contractor very closely over the term of the last contract and would like to recommend awarding the contract to two contractors this season, instead of the customary single contractor. Staff believes this would better serve the program by getting the grass cut or trash picked up in a shorter time frame. Because of the dramatic swings in the number of work requests, it has been difficult for one contractor to adequately respond to our work requests in an acceptable time frame. Staff has attempted to work with the contractor to increase productivity but to date our efforts have not been successful. A substantial number of our enforcement actions are being delayed because the contractor can't keep up. At times this has hampered staffs efforts to operate in an efficient manor and forces neighbors to tolerate a situation longer than they should have to.

In reviewing the bid documents staff discovered irregularities in almost all of the bidding documents, except the documents submitted by Earth Creations. The errors ranged from minor errors such as a name area being left blank to one set of documents submitted virtually empty, with three different sets of bids submitted by the same entity. Staff feels that these errors can be addressed prior to awarding of the contract with the exception of the bid from Mr. Murray Vanderstelt. This bid packet is so lacking of the required information, signatures and equipment listings that it would not be fair and reasonable to the other bidders to allow this bid to be submitted. Therefore staff recommends rejection of Mr. Vanderstelt's bid.

Because of the varying prices submitted by the different bidders, staff would like to recommend the following contracts to be awarded.

1. Award a two year contract to Freelance Enterprises with a two year extension possible.
2. Award a 3 year contract to Earth Creations with a two year extension possible.

Awarding contracts as indicated would be accepting the low bidder, Freelance Enterprises and the runner up low bidder, Earth Creations. The reasoning for the three year agreement with Earth Creations is that they had submitted a lower bid for a three year contract versus a two year agreement.

The reasoning for a two year agreement with Freelance Enterprises would be to stagger our contract renewal dates between the two contractors. Freelance Enterprises did not provide any monetary incentive for a three year agreement. It should also be noted that the largest difference between the Freelance Enterprises bid and Earth Creations was in the Helping Labor category. In 2007 we did not utilize any workers in this category and staff doubts we will in 2008. In addition, Freelance submitted a bid of \$13.50 an hour for two workers in this category, this portion of the bid is very suspect since that would place the two workers below minimum wage requirements.

Staff firmly believes that management of two contractors, versus one contractor, would actually be easier in many ways. Currently both inspectors must compete with each other for the contractors available resources to allow the inspector to get his properties mowed or cleaned up. By having one contractor assigned to each inspector, there should be more than enough resources allocated to each inspector to be better able to keep up on his duties. In turn, this will allow us to offer a much improved customer service by getting the lots mowed or picked up in a timelier manner. The increased cost for having two contractors is minimal since Earth Creations three year bid is actually lower in the hand mowing category than Freelance Enterprises bid for the same service. There will be a slight cost increase having two contractors versus one because of higher bid amounts in the trash and tractor areas by Earth Creations.

The five bids for a two-year contract were as follows:

Bidders	Trash Crew	Tractor Crew	Mower Crew	Helping Labor (Two Persons)
Big Sky Field Services	\$51.00	\$45.00	\$35.00	\$31.00
Diversified UG Utilities	\$60.00	\$65.00	\$55.00	\$40.00
Earth Creations	\$41.00	\$48.00	\$35.00	\$34.00
Freelance Enterprises	\$38.75	\$41.75	\$35.75	\$13.50
Murray Vanderstelt	\$31.00	\$35.00	\$35.00	\$0.00

The following contractors submitted a 3 year bid:

Bidders	Trash Crew	Tractor Crew	Mower Crew	Helping Labor (Two Persons)
Earth Creations	\$40.50	\$47.50	\$34.50	\$34.00
Freelance Enterprises	\$38.75	\$41.75	\$35.75	\$13.50

Big Sky bid Sheets

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	2-Year Bid	3-Year Bid
1. Pick up w/operator and large trailer-- 2 man minimum 10 cubic yd. capacity	\$51 per hr	
2. Tractor w/operator and brush hogs 5' mowing bed 2 man	\$45 per hr	
3. Lawn mower and trimmer for lots and Operator 2 - men	\$35 per hr	
4. Helping Labor, consisting of 2 persons	\$31 per hr	

EQUIPMENT LIST

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

TRACTOR Date Owned or Leased Name of Lessor Name of Vendor
Year/Make/Model

- See attached list of equipment
-
-
-

MOWER Date Owned or Leased Name of Lessor Name of Vendor
Year/Make/Model

- See attached list of equipment
-
-
-

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TRUCK Date Owned or Leased Name of Lessor Name of Vendor
W/LARGE TRAILER
Year/Make/Model

- See attached list of equipment
-
-
-

SMALL MOWERS Date Owned or Leased Name of Lessor Name of Vendor
Type/Size

- See attached list of equipment
-
-
-

POWER TRIMMERS Date Owned or Leased Name of Lessor Name of Vendor
Type/How Many?

- See attached list of equipment
-
-
-

CAMERA Date Owned or Leased Name of Lessor Name of Vendor
Type/How Many?

- 10- Kodak easyshare digital camera's 6.2 mp
- 2- Kodak easyshare digital 7.0 mp
- 5- Kodak easyshare digital 6.2 mp
-

Diversified Bid Sheets

Schedule I of Agreement

CONTRACT PRICE PROPOSAL

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	<u>2-Year Bid</u>	<u>3-Year Bid</u>
1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity	\$60.00	
2. Tractor w/operator and brush hogs 5' mowing bed	\$65.00	
3. Lawn mower and trimmer for lots and Operator	\$55.00	
4. Helping Labor, consisting of 2 persons	\$40.00	

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. See Attached Sheet			
2.			
3.			
4.			

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. See attached sheet			
2.			
3.			
4.			

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. see attached sheet			
2.			
3.			
4.			

SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Will obtain equipment required to complete contract through			
2. The Power Shop (Fremont)			
3.			
4.			

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Will obtain equipment required to complete contract through			
2. The Power Shop (Fremont)			
3.			
4.			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Kodak V530 2006			
2. Kodak DX4900 2005			
3.			
4.			

CONTRACT PRICE PROPOSAL

Earth Creations

Bid Sheets

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	2-Year Bid	3-Year Bid
1. Pick up w/operator and large trailer.. minimum 10 cubic yd. capacity	41. ⁰⁰ per hr	40. ⁰⁰ per hr
2. Tractor w/operator and brush hogs 5' mowing bed	48. ⁰⁰ per hr	47. ⁵⁰ per hr
3. Lawn mower and trimmer for lots and Operator	35. ⁰⁰ per hr	34. ⁵⁰ per hr
4. Helping Labor, consisting of 2 persons	34. ⁰⁰ per hr	34. ⁰⁰ per hr

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 2001 Massey 1240	Owned 2003		
2. 2007-08 Mahindra or equal 20-25 hp Tractor		MLB/Manufacturer	
3. 2007-08 Mahindra or equal 20-25 hp Tractor		MLB/Manufacturer	
4. 2007-08 Mahindra or equal 20-25 hp Tractor		MLB/Manufacturer	
MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. King Cutter	1998 Owned		
2. Woods/King Cutter	2007-08 Will buy	MLB	J & J Farms
3. Woods/King Cutter	2007-08 Will buy	MLB	J & J Farms
4. Woods/King Cutter	2007-08 Will buy	MLB	J & J Farms

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 1999 Dodge Dump 1 Ton	Own 2004		
2. 1993 Chevy 1 Ton Screen Body	Own 2007		
3. Trixle Mobil Trailer 12 yds	Own 2004		
4. Tandem Axle Mobil Trailer 10 yds	Own 2001		
SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 21" Toro (2)	Will buy new	MLB	Agard's
2. 21" Toro (2)	Will buy new	MLB	Agard's
3. 21" Husqvarna (2)	Will buy new	MLB	J & J Farms
4. 21" Husqvarna (2)	Will buy new	MLB	J & J Farms
POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Stahl Commercial (3)	2005 Owned	MLB	
2. Husqvarna 2443 (2)	Will buy new	MLB	J & J
3. Husqvarna 2443 (2)	Will buy new	MLB	J & J
4. Husqvarna 2443 (2)	Will buy new	MLB	J & J
CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Fuji Film SSD	2005	MLB	
2. Fuji Film SSD	2005	MLB	
3. Fuji Film SSD	Will buy new	MLB	Ecost.com
4. Fuji Film SSD	Will buy new	MLB	Ecost.com

Freelance Bid Sheets

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	2-Year Bid	3-Year Bid
1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity	38.75	38.75
2. Tractor w/operator and brush hogs 5' mowing bed	41.75	41.75
3. Lawn mower and trimmer for lots and Operator	35.75	35.75
4. Helping Labor, consisting of 2 persons	13.50	13.50

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. John Deere 790	2002		
2. John Deere Hyperstar	2004		
3. Kubota	2006		
4.			

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 2004 Ford F-250 / with trailer			
2. 2003 Ford F-250 with trailer			
3.			
4.			

SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
1. Many various			
2.			
3.			
4.			

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 10 Ryobi	2006		
2.			
3.			
4.			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. (6) Nikon Cool-Px	2007		
2.			
3.			
4.			

CONTRACT PRICE PROPOSAL

Murry Vanderstelt

Bid Sheet 1

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	2-Year Bid	1-Year Bid
1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity	\$ 31.00 P.H.	
2. Tractor w/operator and brush hogs 5' mowing bed	\$ 35.00 P.H.	
3. Lawn mower and trimmer for lots and Operator	35.00 P.H.	
4. Helping Labor, consisting of 2 persons		

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
----------------------------	----------------------	----------------	----------------

1. Farm All Bill Beck
2. LAWN MOWERS
3. WEED WACKERS
4. Will Buy equipment when needed

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
--------------------------	----------------------	----------------	----------------

- 1.
- 2.
- 3.
- 4.

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
---	----------------------	----------------	----------------

1. 1988 Chev
2. 1988 Ford 3/4 TON
3. 1991 Gmc.
- 4.

SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
---------------------------	----------------------	----------------	----------------

1. 10 LAWN MOWER
2. 3 WEED WACKERS
- 3.
- 4.

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
-------------------------------------	----------------------	----------------	----------------

1. 3 WEED WACKERS OWNED
- 2.
- 3.
- 4.

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
--------------------------	----------------------	----------------	----------------

1. 10 OWNED
- 2.
- 3.
- 4.

Murry Vanderstelt

Bid Sheet 2

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	2-Year Bid	3-Year Bid
1. Pick up w/ operator and large trailer-- minimum 10 cubic yd. capacity	31.00 PM	
2. Tractor w/ operator and brush hogs 5' mowing bed	35.00 PM	
3. Lawn mower and trimmer for lots and Operator	4135.00	
4. Helping Labor, consisting of 2 persons		

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. FARMALL		BRUSH HOG	Billory Deck
2.			
3.			
4.			

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. OWNED			
2.			
3.			
4.			

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

CONTRACT PRICE PROPOSAL

Murry Vanderstelt

Bid Sheet 3

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

2-Year Bid3-Year Bid

1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity _____
2. Tractor w/operator and brush hogs 5' mowing bed _____
3. Lawn mower and trimmer for lots and Operator _____
4. Helping Labor, consisting of 2 persons _____

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. _____			
2. _____			
3. _____			
4. _____			

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. _____			
2. _____			
3. _____			
4. _____			

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TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 888 Ford 3/4 TOW			
2. 91 GMC			
3. 91 Ford 1/2 TOW			
4. _____			

SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 7 LAWNERS OWEN MORESS			
2. _____			
3. _____			
4. _____			

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 3 WEED WACKERS OWEN			
2. _____			
3. _____			
4. _____			

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 8 OWEN PD			
2. _____			
3. _____			
4. _____			

CITY OF MUSKEGON CONTRACT FOR SERVICES

This Agreement is effective on this 1st. day of April, 2008, between City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49443 ("City"), and, Lindsey Ames, of Freelance Enterprises. ("Contractor"), with reference to the following facts:

Background

- A. City requested bid proposals for yard maintenance and trash clean up of City-owned, State-owned and privately-owned properties located within the City limits of Muskegon, as well as areas including but not limited to railroad and street right-of-ways and terraces.

Contractor submitted a bid proposal for the yard maintenance and trash clean up of the State-owned and privately-owned properties located within the City limits of Muskegon listed above.

The parties agree as follows:

Additional Agreements. This Agreement includes, but may not be limited to the following:

Invitations to bid, instructions to bidders and the pre-bid conference with minutes;

All descriptions of services not included in this Agreement but used in connection with the bidding process;

The bid proposal and any requirement included with or attached to the bid documents and this Agreement; and

- d. Any specifications used in connection with this Agreement.

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

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

2. **Services.** Contractor shall provide the following services, under the direction and supervision of the City Planning Department, relating to yard maintenance and trash clean up of the above listed properties. Contractor shall perform the services set forth in this contract in a timely, workman-like manner.

- a. **Mowing.** Contractor shall mow all grass, weeds and brush including mowing around all obstacles, up to three inches (3") in diameter, leaving no ridges of high or uncut grass.

- b. **Trimming/Cutting/ Raking.** Contractor shall trim all bushes and unsightly branches, cut large tree limbs or logs, rake and remove heavy concentrations of yard clippings, small debris and fallen leaves and/or branches. Contractor shall also sweep or blow sidewalk and/or driveways clean of debris.
 - c. **Garbage, debris and waste removal.** Contractor shall pick up and remove all garbage, debris, trash and waste materials, including but not limited to cans, bottles, loose papers, dead tree limbs, grass and bush clippings, abandoned/broken/unused household appliances, furniture, and other like items.
 - d. **Disposal.**
 - i. Contractor shall handle and dispose of Freon according to the applicable State and Federal mandates.
 - ii. Contractor shall ensure the separation and individual disposal of garbage and lawn debris.
 - iii. All garbage, debris, trash, waste materials, grass, weeds, brush, appliances, furniture and other items removed from each site shall be transported by the Contractor for disposal to a location predetermined by City.
 - e. **Photographs.** Contractor shall photograph each job site prior to and after completion. The photographs will indicate each job site address and/or location to ensure proper identification of the location and/or property. The photographs shall also indicate the time and date the picture was taken. All processing costs associated with this service shall be the sole responsibility of the Contractor.
 - f. **Record Keeping.** Contractor agrees to keep proper records of all work performed on behalf of City.
 - g. **Other.** Contractor may be required to perform other related work as deemed necessary by the City Planning Department.
3. **Equipment.** Contractor shall furnish or supply all the equipment and labor necessary to carry out its obligations under this Agreement. The equipment and labor includes but is not limited to: general labor, technical personnel, machinery, tools, transportation, fuel, and all other such materials. All equipment must meet the safety standards as required by MIOSHA.
- a. **Inspection.** City or its designated agents shall inspect for safety, appearance and sanitation, all equipment used by Contractor to carry out its obligations under this Agreement. All vehicles used in the transport of garbage, trash and other waste must be police safety inspected. City may refuse Contractor the right to utilize any equipment that is deemed to be unsafe, unsanitary or of an unsightly appearance based on that inspection. In that event, Contractor shall repair, replace or restore the equipment to a suitable condition as soon as reasonably possible.
 - b. **Required Equipment.**

- i. Two (2) trucks.
 - ii. Two (2) truck trailers. Minimum size: 10 yards with a 4,000 lb. capacity.
 - iii. Four (4) tractors. Must have a brush hog type mower or flail type mower with a mower deck of a minimum five feet (5') diameter.
 - iv. Power trimmers.
 - v. Chain saws.
 - vi. Lawn mowers.
 - vii. Hand Tools, including rakes, brooms, shovels, pitch forks, and other tools as deemed appropriate for the job site.
 - viii. Lawn edger blowers. One per team or work crew.
 - ix. Digital Cameras. Minimum 3 megapixel resolution with automatic time and dating capacity.
 - x. CD-R compact discs for the transfer of digital images.
 - xi. Personal computer with ability to record photo images to CD-R compact discs.
 - xii. Alternative equipment may be proposed for use but requires City approval prior to use.
- c. **Method of Transport.** Contractor agrees to haul tractors, mowers and other equipment to the job location, unless otherwise approved by City.
- 4. **Expenses.** Contractor shall be responsible to pay for all expenses incurred by Contractor related to the performance of its duties under this Agreement and for all compensation owed to its workers and/or subcontractors.
- 5. **Contract Price.** City agrees to pay Contractor, in full consideration for the complete performance of Contractor's obligations under this Agreement, the amount set forth in the Contractor's bid proposal and documents described in paragraph 1.
- 6. **Assignments.** Work assignments are determined on an as needed basis.
- 7. **Contractor Work Crew.**
 - a. **Number.** Each work crew shall consist of two (2) persons per assignment, unless otherwise approved by the City. City reserves the right to limit the size of work crews at any time.
 - b. **City Representatives.** City may assign one or more persons to the job site as its Representative(s). The City Representative(s) may supervise work crews in their performance at the job site, and may instruct the work crews as to what tasks must be performed.
- 8. **Schedule.**
 - a. Work schedules shall be completed by City on a daily or as needed basis.
 - b. Provisions shall be made, at Contractor's expense, for contacting the Contractor on short notice or in an emergency situation by any the following methods:

- i. Telephone;
- ii. Cellular Telephone; or
- iii. Beeper.

9. **Work Orders.**

- a. **Distribution.** Work orders will be distributed to the Contractor at a location designated by the City.
- b. **Completion.** All jobs listed in a work order must be completed within five (5) working days following receipt of the work order by Contractor. Time extensions may be permitted for inclement weather and similar restricting circumstances, as determined by the City. All completed work orders shall be returned to the City by 8:00 a.m. the following work day after the work is completed.

10. **Payment.**

- a. **Form.**
 - i. Requests for payment shall be submitted on a form prepared and approved by the City;
 - ii. Requests shall include a list of job numbers with the corresponding cost of each job;
 - iii. Requests shall be on a per-quarter hour basis; total time per job to be agreed to by the Contractor and City Representative.
 - iv. Requests for work completed that were not performed in compliance with subsection 9(b) may not be compensated.
 - v. Inadvertent payment made to the Contractor for work not performed in compliance with the terms of this contract, or for any other reason, will be deducted by the City from subsequent payments.
- b. **Frequency.** Requests for payment shall be made monthly and payment will be made on the second and fourth Friday of each month.
- c. **Travel Time.** Travel time shall be charged by Contractor as follows:
 - i. Time may be charged for travel from a completed job site to another job site. Travel time shall be shown on a voucher completed for the destination site.
 - ii. Time may be charged for travel to and from a disposal site with a full load of garbage, trash, waste and other items. Travel time shall be indicated on a dump voucher or slip.
 - iii. Travel time shall only be compensated for direct and logical routes.
 - iv. All vouchers, bills, slips and pictures pertaining to a work order or a job site shall be submitted to the City at the same time.

- v. Requests for payment that are submitted without the proper documentation, including but not limited to vouchers, bills, slips and pictures will not be accepted until such time all such items are submitted.

11. **Specific Reservations.**

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

12. **Terms and Termination.**

- a. This Agreement shall be effective on April 1, 2008, and shall remain in full force and effect until March 31, 2010, with an annual extension option through March 31, 2012.
- b. This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice to the other party.

13. **Commencement and Damages.**

- a. **Commencement.** Contractor shall commence work no later than the time set forth in the Agreement.
- b. **Damages.** In the event that Contractor fails to commence performance at the specified time and is in default of the Agreement, Contractor shall pay to the City the sum of \$200 for each and every calendar day that the Contractor is in default. The amount of damages shall not be construed as a penalty, but to ensure the City's ability to provide substituted services and costs associated with that default. Damages shall be determined by the City after investigation by the City. Damages shall be deducted from payment.
- c. **Violations.** Following Contractor's commencement of performance of this Agreement, City shall notify Contractor of each violation of the Agreement reported to City. It shall be the duty of Contractor to remedy the cause of the complaint. Failure of Contractor to take remedial measures shall be considered a breach of the Agreement, and for the purpose of computing damages under the provisions of this section, it is agreed that City may deduct from payments due or to become due to Contractor the City's cost to remedy or substitute performance.

Failure to perform pursuant to this Agreement for a period in excess of three (3) consecutive, scheduled, working days, or failure for a similar period, to perform in the manner required, and provided such failure is not a result of war, insurrection, riots, or acts of God, the City may, at its option and after written notice

to Contractor, utilize any or all of Contractor's equipment used in performance of this Agreement until such time the matter is resolved and the Contractor is performing under the terms of the Agreement.

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

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

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

14. **Insurance and Indemnity.**

- a. **Hold Harmless Agreements.** To the fullest extent permitted by law, Contractor agrees to defend, pay in behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, arising out of or is any way connected or associated with this contract. The obligation to defend and hold harmless extends to City's employees, agents, subcontractors, assigns and successors.
- b. **City Insurance Requirement.** Contractor shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to City.
- c. **Workers' Compensation Insurance.** Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **Vehicle Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Vehicle Liability Insurance, in accordance with all applicable Statutes of the State of Michigan.
- e. **Commercial General Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance

on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (SCU) exclusions, if applicable.

- f. **Additional Insured.** Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The City, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. The endorsement adding the City as additional insured shall read exactly as follows: "The City of Muskegon is hereby added as an additional insured..."
 - g. **Cancellation Notice.** Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON PLANNING DEPARTMENT.
 - h. **Proof of Insurance Coverage.** Contractor shall provide the City at the time the contracts are returned for execution, certificates and policies endorsing the City as additional insured as listed below:
 - i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, if applicable;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and
 - iii. If so requested, Certified Copies of all policies mentioned above will be furnished.
 - i. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date.
15. **Income Tax Withholding.** Contractor shall withhold income taxes from each employee who is subject to such withholding, and pay such tax in accordance with the City of Muskegon Income Tax Ordinance and all applicable laws associated with that ordinance. Contractor shall require the same from each subcontractor, consultant or vendor used in the performance of his duties and obligations in this Agreement. City reserves the right to withhold payments otherwise due to Contractor to assure compliance with this Agreement or to cure such noncompliance.

16. **General Provisions.**

- a. **Notices.** Any notice that either party may give or is required to give under this Agreement shall be in writing, and, if mailed, shall be effective on the day it is delivered to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing. Notices given in person are effective on the day they are given.
- b. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.
- c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights and obligations contained in this Agreement without the express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.
- d. **Entire Agreement.** This Agreement shall constitute the entire agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into, by, and between the parties with respect to the subject matter of this Agreement, and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.
- e. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, permitted successors, and assigns.
- f. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.
- g. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.
- h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.
- i. **Survival.** All representations, warranties, and covenants in this Agreement shall survive the signing of this Agreement.

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

Date: _____, 200__

City –

CITY OF MUSKEGON

By: _____

Stephen J. Warmington
Mayor

And: _____

Ann Marie Becker, MMC
City Clerk

Date: 03-28, 2008

Contractor –

By: _____

Its: _____

Schedule I of Agreement

CONTRACT PRICE PROPOSAL

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	<u>2-Year Bid</u>	<u>3-Year Bid</u>
1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity	<u>38.75</u>	<u>38.75</u>
2. Tractor w/operator and brush hogs 5' mowing bed	<u>41.75</u>	<u>41.75</u>
3. Lawn mower and trimmer for lots and Operator	<u>35.75</u>	<u>35.75</u>
4. Helping Labor, consisting of 2 persons	<u>13.50</u>	<u>13.50</u>

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. John Deere 790	2002		
2. John Deere Hypercut	2004		
3. Kubota	2006		
4.			

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1.			
2.			
3.			
4.			

TRUCK
W/LARGE TRAILER
Year/Make/Model

Date Owned or Leased

Name of Lessor

Name of Vendor

1. 2004 Ford F-250 / with trailer
2. 2003 Ford F-250 with trailer
3. _____
4. _____

SMALL MOWERS
Type/Size

Date Owned or Leased

Name of Lessor

Name of Vendor

1. Many Assorted
2. _____
3. _____
4. _____

POWER
TRIMMERS
Type/How Many?

Date Owned or Leased

Name of Lessor

Name of Vendor

1. 10 Ryobi 2006
2. _____
3. _____
4. _____

CAMERA
Type/How Many?

Date Owned or Leased

Name of Lessor

Name of Vendor

1. (6) Nikon Cool-Px 2007
2. _____
3. _____
4. _____

**CITY OF MUSKEGON
CONTRACT FOR SERVICES**

This Agreement is effective on this 1st. day of April, 2008, between City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49443 ("City"), and, James W. Rudicil Jr., of Earth Creations Municipal Services LLC. ("Contractor"), with reference to the following facts:

Background

- A. City requested bid proposals for yard maintenance and trash clean up of City-owned, State-owned and privately-owned properties located within the City limits of Muskegon, as well as areas including but not limited to railroad and street right-of-ways and terraces.
- B. Contractor submitted a bid proposal for the yard maintenance and trash clean up of the City-owned, State-owned and privately-owned properties located within the City limits of Muskegon as listed above.

Therefore, the parties agree as follows:

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

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

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

- 2. **Services.** Contractor shall provide the following services, under the direction and supervision of the City Planning Department, relating to yard maintenance and trash clean up of the above listed properties. Contractor shall perform the services set forth in this contract in a timely, workman-like manner.
 - a. **Mowing.** Contractor shall mow all grass, weeds and brush including

mowing around all obstacles, up to three inches (3") in diameter, leaving no ridges of high or uncut grass.

- b. **Trimming/Cutting/ Raking.** Contractor shall trim all bushes and unsightly branches, cut large tree limbs or logs, rake and remove heavy concentrations of yard clippings, small debris and fallen leaves and/or branches. Contractor shall also sweep or blow sidewalk and/or driveways clean of debris.
- c. **Garbage, debris and waste removal.** Contractor shall pick up and remove all garbage, debris, trash and waste materials, including but not limited to cans, bottles, loose papers, dead tree limbs, grass and bush clippings, abandoned/broken/unused household appliances, furniture, and other like items.
- d. **Disposal.**
 - i. Contractor shall handle and dispose of Freon according to the applicable State and Federal mandates.
 - ii. Contractor shall ensure the separation and individual disposal of garbage and lawn debris.
 - iii. All garbage, debris, trash, waste materials, grass, weeds, brush, appliances, furniture and other items removed from each site shall be transported by the Contractor for disposal to a location predetermined by City.
- e. **Photographs.** Contractor shall photograph each job site prior to and after completion. The photographs will indicate each job site address and/or location to ensure proper identification of the location and/or property. The photographs shall also indicate the time and date the picture was taken. All processing costs associated with this service shall be the sole responsibility of the Contractor.
- f. **Record Keeping.** Contractor agrees to keep proper records of all work performed on behalf of City.
- g. **Other.** Contractor may be required to perform other related work as deemed necessary by the City Planning Department.

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

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

b. **Required Equipment.**

- i. Two (2) trucks.
- ii. Two (2) truck trailers. Minimum size: 10 yards with a 4,000 lb. capacity.
- iii. Four (4) tractors. Must have a brush hog type mower or flail type mower with a mower deck of a minimum five feet (5') diameter.
- iv. Power trimmers.
- v. Chain saws.
- vi. Lawn mowers.
- vii. Hand Tools, including rakes, brooms, shovels, pitch forks, and other tools as deemed appropriate for the job site.
- viii. Lawn edger blowers. One per team or work crew.
- ix. Digital Cameras. Minimum 3 megapixel resolution with automatic time and dating capacity.
- x. CD-R compact discs for the transfer of digital images.
- xi. Personal computer with ability to record photo images to CD-R compact discs.
- xii. Alternative equipment may be proposed for use but requires City approval prior to use.

c. **Method of Transport.** Contractor agrees to haul tractors, mowers and other equipment to the job location, unless otherwise approved by City.

4. **Expenses.** Contractor shall be responsible to pay for all expenses incurred by Contractor related to the performance of its duties under this Agreement and for all compensation owed to its workers and/or subcontractors.

5. **Contract Price.** City agrees to pay Contractor, in full consideration for the complete performance of Contractor's obligations under this Agreement, the amount set forth in the Contractor's bid proposal and documents described in paragraph 1.

6. **Assignments.** Work assignments are determined on an as needed basis.

7. **Contractor Work Crew.**

- a. **Number.** Each work crew shall consist of two (2) persons per assignment, unless otherwise approved by the City. City reserves the right to limit the size of work crews at any time.
- b. **City Representatives.** City may assign one or more persons to the job site as its Representative(s). The City Representative(s) may supervise work crews in their performance at the job site, and may instruct the work crews as to what tasks must be performed.

8. **Schedule.**

- a. Work schedules shall be completed by City on a daily or as needed basis.
- b. Provisions shall be made, at Contractor's expense, for contacting the

Contractor on short notice or in an emergency situation by any the following methods:

- i. Telephone;
- ii. Cellular Telephone; or
- iii. Beeper.

9. **Work Orders.**

- a. **Distribution.** Work orders will be distributed to the Contractor at a location designated by the City.
- b. **Completion.** All jobs listed in a work order must be completed within five (5) working days following receipt of the work order by Contractor. Time extensions may be permitted for inclement weather and similar restricting circumstances, as determined by the City. All completed work orders shall be returned to the City by 8:00 a.m. the following work day after the work is completed.

10. **Payment.**

- a. **Form.**
 - i. Requests for payment shall be submitted on a form prepared and approved by the City;
 - ii. Requests shall include a list of job numbers with the corresponding cost of each job;
 - iii. Requests shall be on a per-quarter hour basis; total time per job to be agreed to by the Contractor and City Representative.
 - iv. Requests for work completed that were not performed in compliance with subsection 9(b) may not be compensated.
 - v. Inadvertent payment made to the Contractor for work not performed in compliance with the terms of this contract, or for any other reason, will be deducted by the City from subsequent payments.
- b. **Frequency.** Requests for payment shall be made monthly and payment will be made on the second and fourth Friday of each month.
- c. **Travel Time.** Travel time shall be charged by Contractor as follows:
 - i. Time may be charged for travel from a completed job site to another job site. Travel time shall be shown on a voucher completed for the destination site.
 - ii. Time may be charged for travel to and from a disposal site with a full load of garbage, trash, waste and other items. Travel time shall be indicated on a dump voucher or slip.
 - iii. Travel time shall only be compensated for direct and logical routes.

- iv. All vouchers, bills, slips and pictures pertaining to a work order or a job site shall be submitted to the City at the same time.
- v. Requests for payment that are submitted without the proper documentation, including but not limited to vouchers, bills, slips and pictures will not be accepted until such time all such items are submitted.

11. **Specific Reservations.**

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

12. **Terms and Termination.**

- a. This Agreement shall be effective on April 1, 2008, and shall remain in full force and effect until March 31, 2011, with an annual extension option through March 31, 2013.
- b. This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice to the other party.

13. **Commencement and Damages.**

- a. **Commencement.** Contractor shall commence work no later than the time set forth in the Agreement.
- b. **Damages.** In the event that Contractor fails to commence performance at the specified time and is in default of the Agreement, Contractor shall pay to the City the sum of \$200 for each and every calendar day that the Contractor is in default. The amount of damages shall not be construed as a penalty, but to ensure the City's ability to provide substituted services and costs associated with that default. Damages shall be determined by the City after investigation by the City. Damages shall be deducted from payment.
- c. **Violations.** Following Contractor's commencement of performance of this Agreement, City shall notify Contractor of each violation of the Agreement reported to City. It shall be the duty of Contractor to remedy the cause of the complaint. Failure of Contractor to take remedial measures shall be considered a breach of the Agreement, and for the purpose of computing damages under the provisions of this section, it is agreed that City may deduct from payments due or to become due to Contractor the City's cost to remedy or substitute performance.

Failure to perform pursuant to this Agreement for a period in excess of three (3) consecutive, scheduled, working days, or failure for a similar period, to perform in the manner required, and provided such failure

is not a result of war, insurrection, riots, or acts of God, the City may, at its option and after written notice to Contractor, utilize any or all of Contractor's equipment used in performance of this Agreement until such time the matter is resolved and the Contractor is performing under the terms of the Agreement.

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

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

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

14. **Insurance and Indemnity.**

- a. **Hold Harmless Agreements.** To the fullest extent permitted by law, Contractor agrees to defend, pay in behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, arising out of or in any way connected or associated with this contract. The obligation to defend and hold harmless extends to City's employees, agents, subcontractors, assigns and successors.
- b. **City Insurance Requirement.** Contractor shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to City.
- c. **Workers' Compensation Insurance.** Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **Vehicle Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Vehicle Liability Insurance, in accordance with all applicable Statutes of the State of Michigan.

- e. **Commercial General Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (SCU) exclusions, if applicable.
 - f. **Additional Insured.** Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The City, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. The endorsement adding the City as additional insured shall read exactly as follows: "The City of Muskegon is hereby added as an additional insured..."
 - g. **Cancellation Notice.** Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON PLANNING DEPARTMENT.
 - h. **Proof of Insurance Coverage.** Contractor shall provide the City at the time the contracts are returned for execution, certificates and policies endorsing the City as additional insured as listed below:
 - i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, if applicable;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and
 - iii. If so requested, Certified Copies of all policies mentioned above will be furnished.
 - i. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date.
15. **Income Tax Withholding.** Contractor shall withhold income taxes from each employee who is subject to such withholding, and pay such tax in accordance with the City of Muskegon Income Tax Ordinance and all applicable laws associated with that ordinance. Contractor shall require the same from each subcontractor, consultant or vendor used in the performance of his duties and obligations in this Agreement. City reserves the right to withhold payments otherwise due to Contractor to assure compliance with this Agreement or to cure such noncompliance.

16. **General Provisions.**

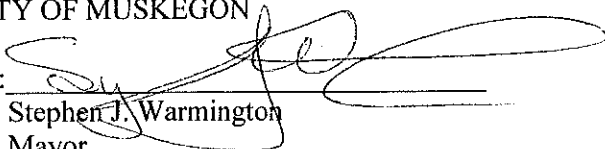
- a. **Notices.** Any notice that either party may give or is required to give under this Agreement shall be in writing, and, if mailed, shall be effective on the day it is delivered to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing. Notices given in person are effective on the day they are given.
- b. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.
- c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights and obligations contained in this Agreement without the express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.
- d. **Entire Agreement.** This Agreement shall constitute the entire agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into, by, and between the parties with respect to the subject matter of this Agreement, and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.
- e. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, permitted successors, and assigns.
- f. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.
- g. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.
- h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.
- i. **Survival.** All representations, warranties, and covenants in this Agreement shall survive the signing of this Agreement.

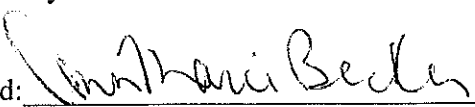
City and Contractor have executed this Agreement on the date written next to their signatures to be effective according to the term(s) stated in this document.

Date: 4-3, 2008

City –

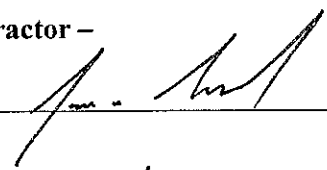
CITY OF MUSKEGON

By: 
Stephen J. Warmington
Mayor

And: 
Anne Marie Becker, MMC
City Clerk

Date: April 3rd, 2008

Contractor –

By: 
Its: President

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

This proposal is based on an hourly rate of two (2) person teams. The amount of time that is necessary for the completion of a lot will be agreed upon between the Contractor and the City's Representative.

	<u>2-Year Bid</u>	<u>3-Year Bid</u>
1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity	41. ⁰⁰ per hr	40. ⁵⁰ per hr
2. Tractor w/operator and brush hogs 5' mowing bed	48. ⁰⁰ per hr	47. ⁵⁰ per hr
3. Lawn mower and trimmer for lots and Operator	35. ⁰⁰ per hr	34. ⁵⁰ per hr
4. Helping Labor, consisting of 2 persons	34. ⁰⁰ per hr.	34. ⁰⁰ per hr

EQUIPMENT LIST

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

TRACTOR Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. 2001 Massey 1240	Owned 2003		
2. 2007-08 Mahindra or equal 20-25 hp Tractor		MCB/Manufacturer	
3. 2007-08 Mahindra or equal 20-25 hp Tractor		MCB/Manufacturer	
4. 2007-08 Mahindra or equal 20-25 hp Tractor		MCB/Manufacturer	

MOWER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
1. King Cutter	1998 Owned		
2. Woods / King Cutter	2007-08 Will buy	MCB	J & J Farms
3. Woods / King Cutter	2007-08 Will buy	MCB	J & J Farms
4. Woods / King Cutter	2007-08 will buy	MCB	J & J Farms

TRUCK W/LARGE TRAILER Year/Make/Model	Date Owned or Leased	Name of Lessor	Name of Vendor
---	----------------------	----------------	----------------

- | | | | |
|---|--|---|---|
| 1. 1999 Dodge Dump 1 Ton Own 2004 | | - | - |
| 2. 1993 Chevy 1 Ton Service Body Dump 2007 | | - | - |
| 3. Triaxle Material Trailer 12 yds Own 2004 | | - | - |
| 4. Tandem Axle Material Trailer 10 yds Own 2001 | | - | - |

SMALL MOWERS Type/Size	Date Owned or Leased	Name of Lessor	Name of Vendor
---------------------------	----------------------	----------------	----------------

- | | | |
|-----------------------------------|-----|-------------|
| 1. 21" Toro (2) Will buy new | N/A | Agard's |
| 2. 21" Toro (2) will buy new | N/A | Agard's |
| 3. 21" Husqvarna (2) Will buy new | N/A | J & J Farms |
| 4. 21" Husqvarna (2) Will buy new | N/A | J & J Farms |

POWER TRIMMERS Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
-------------------------------------	----------------------	----------------	----------------

- | | | |
|-------------------------------------|-----|-------|
| 1. Stihl Commercial (3) 2005 Owned | N/A | |
| 2. Husqvarna 32645 (2) will buy new | N/A | J & J |
| 3. Husqvarna 32645 (2) will buy new | N/A | J & J |
| 4. Husqvarna 32645 (2) will buy new | N/A | J & J |

CAMERA Type/How Many?	Date Owned or Leased	Name of Lessor	Name of Vendor
--------------------------	----------------------	----------------	----------------

- | | | |
|-------------------------------|-----|-----------|
| 1. Fuji Film SSD 2005 | N/A | |
| 2. Fuji Film SSD 2005 | N/A | |
| 3. Fuji film SSD Will buy new | N/A | Ecost.com |
| 4. Fuji film SSD Will buy new | N/A | Ecost.com |

Commission Meeting Date: March 25, 2008

Date: March 17, 2008
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Site Assessment Development and
Reimbursement Agreement between Viridian
Properties LLC and the City of Muskegon

SUMMARY OF REQUEST: The City of Muskegon has a Brownfield Redevelopment Loan in the amount of \$500,000 with the Michigan Department of Environmental Quality (MDEQ). The loan is for purposes of addressing environmental assessment and remediation for sites being redeveloped. An agreement has been reached with Dan Henrickson of Viridian Properties LLC to use \$250,000 of the loan for site improvements on Edison Landing. These improvements will address environmental concerns, enhance the aesthetics of the site and make the property more desirable from a marketing standpoint. Although the loan is between the City and MDEQ, Mr. Henrickson has agreed to make the loan payments.

FINANCIAL IMPACT: None, as Mr. Henrickson will be making the loan payments.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

COMMITTEE RECOMMENDATION: None.

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement") is made as of March 25, 2008, between the City of Muskegon, 933 Terrace Street, PO Box 536, Muskegon, Michigan 49443 (the "City") and Viridian Properties LLC, a Michigan limited liability company, of 6250 Jupiter Avenue, Suite B, Belmont, Michigan 49306 (the "Developer").

Recitals

- A. In November, 2007, the Developer acquired certain condominium units in Muskegon Lakeshore SmartZone, a site condominium project located in the City, such units being legally described on the attached Exhibit A (the "Property").
- B. The Property has been deemed a "facility" under Part 201 of Michigan's Natural Resource and Environmental Protection law (Part 201).
- C. The Developer plans to prepare the Property for redevelopment, including undertaking Part 201 due care response activities. These activities will provide environmental protection by mitigating direct contact risks for occupants and utility workers at the site. The Developer intends to improve the Property and sell the condominium units contained in the Property, which will increase the tax base within the City and otherwise enhance the economic vitality and quality of life in the City.
- D. As documented in the proposed remedial action plan ("RAP") submitted to the Michigan Department of Environmental Quality ("MDEQ") for review in October, 2002 by Teledyne, arsenic and lead are present throughout the Property at concentrations exceeding generic residential cleanup criteria. The RAP proposes, among other things, to place clean fill on the Property in order to mitigate direct contact risks. Because the RAP has not been approved by the MDEQ and the exposure barrier has not been placed on the undeveloped portions of the Property, the Developer proposed to mitigate these contact risks by placement of clean fill (as conditions of each unit and MDEQ approved work plan dictate) as a Part 201 due care response activity.
- E. The City and the MDEQ entered into a CMI Brownfield Loan Agreement on or about March 18, 2005, which agreement has subsequently been amended (the "City/MDEQ Agreement") on December 17, 2008. Under the City/MDEQ Agreement, the MDEQ made available to the City the principal sum of Five Hundred Thousand Dollars (\$500,000.00) to provide loan funding pursuant to Part 196, Clean Michigan Initiative Implementation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("NREPA"). A copy of the City/MDEQ Agreement is attached as Exhibit B.
- F. The City has made available to the Developer for use in connection with the Project, for

specified purposes, a portion of the loan described in the City/MDEQ Agreement.

- G. This Agreement sets forth the provisions under which the Developer may utilize and shall repay the money made available by the City.
- H. Environmental Resources Management ("ERM") has prepared a work plan dated _____, describing due care response activities to be performed on the Property (the "Work Plan"). After review and approval of the Work Plan by the City and MDEQ, the Developer will incur costs in carrying out, or causing to be carried out, the activities described in the approved Work Plan (the "Eligible Work Plan Costs").

Provisions

For valuable consideration, the receipt and adequacy of which are acknowledged by the parties, the City and the Developer agree as follows:

1. **Submission of Costs.** For those Eligible Work Plan Costs for which the Developer seeks reimbursement from the City, the Developer shall submit to the City the following:

- a. A written statement detailing the purposes and amounts of the costs;
- b. A written explanation as to how the Work Plan Costs meet the criteria for eligibility under the "City/MDEQ Agreement"
- c. Copies of invoices from contractors, engineers or others who provided such services or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
- d. Any other information which may be reasonably required by the City or the MDEQ.

The Developer may submit an application for payment of Eligible Work Plan Costs after the Work Plan has been approved by MDEQ and the City, and may submit additional applications for payment of additional Eligible Work Plan Costs after that date, but no more often than monthly. The final date for submission of any such application for payment shall be September 30, 2008. The City shall make available to Developer under this Agreement and the City/MDEQ Agreement a sum of money of up to \$250,000, contingent on MDEQ and City approval of Eligible Work Plan Costs.

2. **Payment of Eligible Work Plan Costs.** Unless it disputes whether any costs are Eligible Work Plan Costs or the accuracy of such costs, the City shall pay to the Developer the amounts for which submissions have been made pursuant to paragraph 1 of this Agreement within 30 days after the City has received all of the submittal materials described in paragraph 1. If the City disputes whether any costs are Eligible Work Plan Costs, or the amount of such costs, then before the expiration of such deadline, the City shall pay the amount not in dispute and shall

provide the Developer with a written description of the reasons for the City's decision not to reimburse the Developer for any such costs. The parties shall work together in good faith to resolve any such dispute.

3. **Adjustments to Eligible Work Plan Costs.** The amounts and types of costs to be included as Eligible Work Plan Costs are contained in the Work Plan and the City/MDEQ Agreement. The costs described in the Work Plan are educated estimates only and any funds remaining at the end of a phase of work may be carried over and used in the next phase of the Work Plan. No costs will be reimbursed beyond those identified in the approved Work Plan.

4. **Development.** The Developer shall commence work to implement the Work Plan as soon as possible after Work Plan approval, and will use its reasonable best efforts to complete such work by September 30, 2008, but in no event later than December 17, 2008. The Developer understands and acknowledges that any Eligible Work Plan Costs incurred after December 17, 2008 shall not be paid under this Agreement.

5. **Reporting.** The Developer must complete and submit to the City quarterly progress reports which satisfy the City's obligation as "Borrower" under the City/MDEQ Agreement. The reports shall be submitted to the City in time for the City to meet the deadlines for submission under Section V of the City/MDEQ Agreement. In addition, a copy of any report pertaining to the environmental conditions on the Property shall be provided to the City when it is made available to the Developer.

6. **Compliance with City/MDEQ Agreement.** The Developer shall not take any action, or fail to take any action, which would cause the City, as the Borrower under the City/MDEQ Agreement, to commit a default or violate any provision under the City/MDEQ Agreement. If the City claims that the Developer has caused the City to commit a default or violate a provision under the City/MDEQ Agreement or has defaulted under this Agreement itself, then the City shall provide written notice of the claimed default and the Developer shall cure the default within thirty (30) days of the date of receipt of such notice; provided, however, that if the claimed default is of a character that cannot reasonably be cured with such thirty-day period, then the City may at its sole discretion elect to grant the Developer an additional period of time as the City deems reasonable under the circumstances to cure the default or pursue its remedies for default under section 9 of this Agreement.

The Developer agrees to comply with the terms and conditions of the City/MDEQ Agreement and further agrees to indemnify and hold the City harmless from any and all liabilities, claims, costs, losses and damages resulting from the Developer's actions or failure to act which cause a violation of the terms and conditions of the City/MDEQ Agreement.

7. **Payment by Developer.** Under the City/MDEQ Agreement, as reflected on the amortization schedule attached as Exhibit B to such Agreement, the City is required to make loan repayments to the MDEQ in equal annual installments of principal and interest beginning on March 18, 2010 and continuing through March 18, 2019. All Eligible Work Plan Costs for which the Developer has not made reimbursement to the City before March 18, 2010 shall bear

interest from that date at the rate of two percent (2%) per annum and shall be repaid by the Developer to the City in ten (10) equal annual installments of principal and interest from March 18, 2010 through March 18, 2019, parallel with the payments that the City is required to pay to the MDEQ. The Developer may make full or partial repayments of the Eligible Work Plan Costs to the City before or after March 18, 2010 and no interest shall accrue on the Eligible Work Plan Costs paid to the Developer unless any amount remains unpaid on March 18, 2010, in which case, as set forth above, interest shall accrue at the rate of two percent (2%) per annum on any unpaid principal balance existing from time to time thereafter. If the Developer makes any prepayment after March 18, 2010, then the remaining unpaid balance shall be re-amortized over the number of years remaining in the original ten-year term and the Developer shall make equal annual payments based on the re-amortized schedule.

8. **Security.** To provide the City with additional assurance of payment, the developer shall provide the City with a mortgage on the Property, in the form attached as Exhibit C, and the guaranty of Dan S. Henrickson, the sole member of the Developer, as set forth on the attached Exhibit D, which are to be executed simultaneously with this Agreement. The parcel subject to the mortgage is Unit O of the Property. If Unit O is transferred to a bona fide purchaser for market value consideration, the City agrees to provide the Developer with a release of the mortgage provided that a new identical form of mortgage is simultaneously executed by the Developer which encumbers another Unit of the subdivision. The Unit to be encumbered by the new mortgage shall be mutually agreed upon subject to the Developer's demonstration that such Unit's present market value is equal to or greater than the total amount of repayment obligations owed by the Developer under Section 7 at such time. Upon each subsequent sale of a Unit encumbered by the mortgage, another mortgage shall be simultaneously executed as described above.

In the event that all of the Units are sold before the Developer's repayment obligations under section 7 are fully met, all such obligations shall become due and payable on or before the closing of the sale of the final Unit to be sold.

9. **Remedies.** Except as otherwise provided in this Agreement, if the Developer defaults under this Agreement, the City may, at its sole option, pursue all legal and equitable remedies available under Michigan law, including without limitation, those remedies that the State has against the City, as Borrower, under the City/MDEQ Agreement.

10. **No Assignment.** The Developer's rights and obligations under this Agreement may not be assigned without prior written consent by the City.

11. **Waiver.** No term, condition, covenant, or provision in this Agreement may be waived, except in writing, signed by the waiving party. No oral statements, course of conduct, or course of dealing shall be deemed a waiver. No waiver by any party of any violation or breach of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach, or the continuing waiver of any violation or breach.

12. **Binding Nature.** This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld. The Agreement shall be binding on any permitted successor or assign of either party.

13. **Termination.** This Agreement shall terminate when all of the obligations required under this Agreement have been fulfilled, a default has occurred, or upon mutual agreement of the parties.

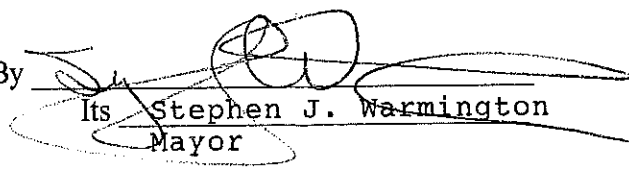
CITY:

DEVELOPER:

CITY OF MUSKEGON

**VIRIDIAN PROPERTIES LLC, a
Michigan limited liability company**

By


Its Stephen J. Warmington
Mayor

By


Dan S. Henrickson
It's Member

Muskegon Environmental Assessment 2004-1008

Compound Period : Annual

Nominal Annual Rate: 2.000 %

Effective Annual Rate ... : Undefined

Periodic Rate: 2.0000 %

Daily Rate: 0.00556 %

CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Loan	03/18/2010	500,000.00	1		
2 Payment	03/18/2010	54,571.83	10	Annual	03/18/2019

AMORTIZATION SCHEDULE - US Rule, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 03/18/2010				500,000.00
1 03/18/2010	54,571.83	0.00	54,571.83	445,428.17
2010 Totals	54,571.83	0.00	54,571.83	
2 03/18/2011	54,571.83	8,908.56	45,663.27	399,764.90
2011 Totals	54,571.83	8,908.56	45,663.27	
3 03/18/2012	54,571.83	7,995.30	46,576.53	353,188.37
2012 Totals	54,571.83	7,995.30	46,576.53	
4 03/18/2013	54,571.83	7,063.77	47,508.06	305,680.31
2013 Totals	54,571.83	7,063.77	47,508.06	
5 03/18/2014	54,571.83	6,113.61	48,458.22	257,222.09
2014 Totals	54,571.83	6,113.61	48,458.22	
6 03/18/2015	54,571.83	5,144.44	49,427.39	207,794.70
2015 Totals	54,571.83	5,144.44	49,427.39	
7 03/18/2016	54,571.83	4,155.89	50,415.94	157,378.76
2016 Totals	54,571.83	4,155.89	50,415.94	
8 03/18/2017	54,571.83	3,147.58	51,424.25	105,954.51
2017 Totals	54,571.83	3,147.58	51,424.25	
9 03/18/2018	54,571.83	2,119.09	52,452.74	53,501.77
2018 Totals	54,571.83	2,119.09	52,452.74	
10 03/18/2019	54,571.83	1,070.06	53,501.77	0.00
2019 Totals	54,571.83	1,070.06	53,501.77	
Grand Totals	545,718.30	45,718.30	500,000.00	

Muskegon Environmental Assessment 2004-1008

Last interest amount increased by 0.02 due to rounding.

EXHIBIT C

MORTGAGE

THIS MORTGAGE is given on the 17 day of March, 2008, by Viridian Properties LLC, a Michigan limited liability company, of 6250 Jupiter Avenue, Suite B, Belmont, Michigan 49306 ("**Mortgagor**"), to the City of Muskegon, 933 Terrace Street, PO Box 536, Muskegon, Michigan 49443 ("**Mortgagee**").

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Mortgagee land located in the City of Muskegon, County of Muskegon, State of Michigan, legally described on the attached **Exhibit A** and (i) all buildings, structures and other improvements now or in the future located on the land and all easements, hereditaments and appurtenances now or in the future belonging to the land, and the rents, income and profits therefrom, (ii) all fixtures now or in the future attached to or used in connection with the land, (iii) all equipment (including, without limitation, all machinery, engines, boilers, elevators and plumbing, heating, air conditioning and ventilating equipment) now or in the future located on the land, all of which equipment shall be considered to be fixtures and a part of the realty, and (iv) all rights to make divisions of the land that are exempt from the platting requirements of the Michigan Land Division Act, as it shall be amended. In this Mortgage, the above-described land, buildings, structures, improvements, easements, hereditaments, appurtenances, fixtures and equipment are collectively called "the premises."

THIS MORTGAGE SECURES PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND IN THE FUTURE OWING TO MORTGAGEE BY MORTGAGOR based on the terms and conditions of the Development and Reimbursement Agreement between the parties dated March ____, 2008 ("the D & R Agreement").

The indebtedness and obligations secured by this Mortgage are collectively referred to in this Mortgage as the "Indebtedness."

Mortgagor further warrants, represents and agrees as follows:

1. **Payment of Indebtedness.** Mortgagor agrees to pay or perform all of the Indebtedness now or in the future owing by Mortgagor, including all interest on it, in accordance with the terms of the instruments, documents or agreements evidencing it ("Instruments").

2. **Warranties.** Mortgagor warrants and represents to Mortgagee as follows:

The execution, delivery and performance of this Mortgage by Mortgagor will not violate any law, rule, judgment, order, agreement or instrument binding upon Mortgagor, and will not violate Mortgagor's articles of organization or operating agreement, and will not require the approval of any public authority or any third party, and this Mortgage is the valid and binding obligation of Mortgagor, enforceable in accordance with its terms. Mortgagor is a Michigan limited liability company which is duly organized and validly existing in good standing in the State of Michigan. Mortgagor has full power to execute this Mortgage and the undersigned officer of the Mortgagor has full authority to bind Mortgagor to the obligations contained in this Mortgage.

3. **Assignment of Leases and Contracts.** Mortgagor assigns and mortgages to Mortgagee, and grants to Mortgagee a security interest in, as additional security for the Indebtedness, all of Mortgagor's right, title and interest in and to all existing and future oral or written leases of all or any part of the premises or of any interest in them and all existing and future land contracts or other agreements by which the premises or any interest in them is being or shall be sold, together with all rents and profits arising from, and all other proceeds of, those leases, land contracts or other agreements. Without the written consent of Mortgagee, Mortgagor shall not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease, land contract or other agreement or of any interest of Mortgagor in it and shall not collect or accept any payment of rent or of principal or interest or any other amount more than one month before it is due and payable. Mortgagor shall pay and perform all obligations and covenants required of Mortgagor by the terms of each lease, land contract or other agreement. If Mortgagor shall default in the payment or performance of any obligation or covenant, then Mortgagee shall have the right, but shall have no obligation, to pay or perform it on behalf of Mortgagor, and all sums expended by Mortgagee in doing so shall be payable by Mortgagor to Mortgagee upon demand, together with interest at the highest rate per annum required to be paid pursuant to any promissory note given by Mortgagor to Mortgagee ("Default Rate"). Neither this paragraph nor Paragraph 8 of this Mortgage implies that Mortgagee consents to the sale, lease or transfer of the premises or any interest in them.

4. **Taxes and Insurance.** Mortgagor shall pay, or cause to be paid, before they become delinquent, all taxes, assessments and other similar charges levied upon or with respect to the premises and shall promptly deliver to Mortgagee satisfactory evidence of payment of them. Mortgagor shall cause all buildings, improvements and other insurable parts of the premises to be insured against loss or damage by fire, by hazards included within extended coverage and by other risks that Mortgagee from time to time requires, in amounts and with insurers that are acceptable to Mortgagee, and Mortgagor shall cause all premiums on the insurance to be paid when due. Mortgagee shall not, however, require hazard insurance covering any building or buildings that are part of the premises to be in an amount greater than the replacement cost of the building or buildings. Within 45 days after Mortgagee notifies Mortgagor that the premises are located in a special flood hazard area but are not covered by flood insurance in the amount required by applicable law (including, without limitation, the

federal Flood Insurance Act of 1968, as amended), Mortgagor shall obtain and at all times maintain in effect the required insurance. Each policy evidencing insurance required by this Paragraph shall provide that loss shall be payable to Mortgagee as its interest shall appear at the time of the loss, shall contain a standard mortgage clause, shall be in form and substance acceptable to Mortgagee and shall be delivered to Mortgagee. Each policy shall provide that the insurer shall give Mortgagee at least 10 days prior written notice of any cancellation of or any material change in the insurance. Each renewal of each policy shall be delivered to Mortgagee at least 10 days before the expiration date of the policy. Upon foreclosure of this Mortgage or other transfer of the premises in satisfaction of the Indebtedness, all right, title and interest of Mortgagor in and to any insurance policies then in force, including the right to any premium refund, shall vest in the purchaser or grantee. If there shall occur any destruction of or damage to the premises, Mortgagor shall give immediate notice to Mortgagee, and Mortgagee shall have the right to make proof of the loss or damage, if Mortgagor does not promptly do so. Mortgagee is authorized to settle, adjust or compromise any claims for loss or damage under any insurance policy. Mortgagor shall immediately endorse and deliver to Mortgagee all proceeds of any policy.

5. **Maintenance and Repair.** Mortgagor shall maintain the premises in good condition and repair; shall not commit or suffer any waste of the premises; shall not remove, demolish or substantially alter any building or fixture on the premises without the prior written consent of Mortgagee; shall cause to be complied with all laws, ordinances, regulations and requirements of any governmental authority applicable to the premises or to activities on the premises; shall promptly repair, restore, replace or rebuild any part of the premises that is damaged or destroyed by any casualty; and shall promptly pay when due all charges for utilities and other services to the premises.

6. **Mortgagee's Right to Perform; Receiver.** If Mortgagor shall default in the performance of any obligation of Mortgagor under this Mortgage (including, without limitation, its obligations to keep the premises in good condition and repair, to pay taxes and assessments and to obtain and maintain insurance), then Mortgagee shall have the right, but shall have no obligation, to perform, or cause to be performed, the obligation, and Mortgagor shall reimburse Mortgagee on demand for all sums expended by Mortgagee in doing so, together with interest at the Default Rate. Mortgagee and any persons authorized by Mortgagee shall have the right to enter upon the premises at all reasonable times for the purpose of inspecting the premises or effecting maintenance or repairs or taking any other action under the preceding sentence. The failure of Mortgagor to pay any taxes, assessments or similar charges upon the premises when due or to obtain and maintain required insurance shall constitute waste and shall entitle Mortgagee to the appointment by a court of competent jurisdiction of a receiver of the premises for the purpose of preventing the waste. The receiver, subject to the order of the court, may collect the rents and income from the premises and exercise control over the premises as the court shall order. Any payment or performance by Mortgagee, under Paragraph 3 of this Mortgage, of an obligation that Mortgagor has failed to perform under a lease, land contract or other agreement, and any exercise by Mortgagee of any right, remedy or option under a lease, land contract or other agreement, shall not be considered an assumption by Mortgagee of the lease, land contract or other agreement or of any obligation or liability under it.

7. **Condemnation.** If all or any part of the premises is taken, whether temporarily or permanently, under power of eminent domain or by condemnation, the entire proceeds of the award or other payment for the taking shall be paid directly to Mortgagee.

8. **Sale or Transfer.** If there shall be a sale or transfer, by operation of law or otherwise, of all or any part of the premises, Mortgagee may deal with the buyer or transferee with respect to this Mortgage and the Indebtedness as fully and to the same extent as it might with Mortgagor, without in any way releasing, discharging or affecting the liability of Mortgagor under this Mortgage and upon the Indebtedness, and without waiving Mortgagee's right to accelerate payment of the Indebtedness, under Paragraph 11 of this Mortgage, by reason of the sale or transfer.

9. **Environmental Law Warranties and Agreements.** Mortgagor warrants and represents to Mortgagee, and agrees, as follows:

Mortgagor, the premises and all activities of Mortgagor and all other persons on the premises shall in the future comply with all environmental laws. .

10. **Access to Premises.** Mortgagee and any persons authorized by Mortgagee shall have the right to enter upon the premises at all reasonable times for the purpose of (i) appraising the premises, (ii) investigating (including, without limitation, sampling soil, water and air) whether the premises and activities upon them are in compliance with environmental laws and whether the premises are a site or source of environmental contamination or (iii) removing or remediating any environmental contamination. Without limiting the foregoing, Mortgagee shall have the right to conduct and submit to appropriate governmental agencies a "baseline environmental assessment" of the premises within the meaning of Section 20101 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101, as it shall be amended from time to time. If, at the time of the appraisal, investigation, assessment, removal or remediation, there shall have occurred and be continuing an event of default, as defined in Paragraph 11 of this Mortgage, then Mortgagor shall reimburse Mortgagee on demand for all costs and expenses of the appraisal, investigation, assessment, removal or remediation, together with interest at the Default Rate. Mortgagor shall execute any consultant contract, waste manifest, notice and other documents that Mortgagee requests to enable Mortgagee to take or conduct any action or activity contemplated by this paragraph, if Mortgagor is given a reasonable opportunity to negotiate the terms of the contract, manifest, notice or other document.

11. **Events of Default and Acceleration.** Upon the occurrence of any of the following events of default, all or any part of the Indebtedness shall, at the option of Mortgagee, become immediately due and payable without notice or demand:

(a) If default occurs in the payment or performance of any of the Indebtedness, when and as it shall be due and payable, whether at Maturity or otherwise.

(b) If default occurs in the performance of any other obligation to Mortgagee under the D & R Agreement or if default occurs in the performance of any obligation to Mortgagee under this Mortgage, whether or not Mortgagee shall have performed the obligation on Mortgagor's behalf, under Paragraph 6 of this Mortgage, and whether or not Mortgagor shall have reimbursed Mortgagee for any payments or expenses it incurred in curing the default.

(c) If any warranty, representation or statement that has been or is in the future made to Mortgagee by Mortgagor in this Mortgage or in the D & R Agreement shall have been false in any material respect when made or furnished.

(d) If Mortgagor shall default in payment of the principal of or interest on any indebtedness for borrowed money now or in the future owed to any person other than Mortgagee.

(e) If Mortgagor shall dissolve, liquidate, become insolvent or make an assignment for the benefit of creditors.

(f) If Mortgagor, without the written consent of Mortgagee, shall sell, convey or transfer the premises or any interest in the premises or any rents or profits from the premises or if any mortgage, lien or other encumbrance or any writ of attachment, garnishment, execution or other legal process shall be issued against or placed upon the premises or any interest in them or any rents or profits from them, except in favor of Mortgagee, or if any part of the premises or any interest in them shall be transferred by operation of law. Mortgagor's "interest" in the premises shall be considered to include, without limitation, any right to make a division of the premises that is exempt from the requirements of the Michigan Land Division Act, as it shall be amended.

(g) If at any time Mortgagee in good faith believes that the prospect of payment or performance of any part of all of the Indebtedness is impaired.

If a voluntary or involuntary case in Bankruptcy or receivership shall be started by or against Mortgagor, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or any part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any Security Document, Instrument or other agreement that at any time evidences, secures or relates to the Indebtedness.

12. **Remedies.** Mortgagee shall have all rights and remedies given by this Mortgage or otherwise permitted by law. In addition, upon the occurrence of an event of default, as defined in paragraph 11, or if the Indebtedness shall not be paid at Maturity, Mortgagee shall have the right and is authorized:

(a) To collect and receive all rents, profits and other amounts that are due or shall in the future become due under the terms of any leases, land contracts, or other

agreements, now or later in effect, by which the premises or any interest in them are then being sold or leased, and to exercise any other right or remedy of Mortgagor under any lease, land contract, other agreement; but Mortgagee shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Mortgagee may become entitled, and Mortgagee shall not be liable for any of Mortgagor's obligations under any lease, land contract, other agreement.

(b) To obtain or update title searches, title insurance and surveys with respect to the premises, and Mortgagor shall reimburse Mortgagee for all costs of doing so, together with interest at the Default Rate.

(c) To foreclose this Mortgage by action under applicable law.

(d) To sell, release and convey the premises at public sale, and to sign and deliver to the purchasers at the sale good and sufficient deeds of conveyance, paying any surplus funds, after payment of the Indebtedness in full and the expenses of the sale, including attorney fees as provided by law, to Mortgagor, all in accordance with Chapter 32 of the Michigan Revised Judicature Act, as it may be amended from time to time, and any similar statutory provisions that may in the future be enacted in addition to Chapter 32 or in substitution for it. The premises may, at the option of Mortgagee, be sold in one parcel.

All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Mortgagee in the exercise of any right or remedy shall be a waiver of it, and no single or partial exercise of any right or remedy shall prevent other or further exercise of it or the exercise of any other right or remedy, except to the extent otherwise provided by law. In this Mortgage, "maturity" means the time when the Indebtedness shall be or shall become due and payable, whether by the terms of the Instruments or under Paragraph 11 of this Mortgage or otherwise.

13. **Indemnification.** Mortgagor shall indemnify and hold harmless Mortgagee with respect to any and all claims, demands, causes of action, liabilities, damages, losses, judgments and expenses (including attorney fees) that shall be asserted against or incurred by Mortgagee by reason of (i) any representation or warranty by Mortgagor in this Mortgage being inaccurate in any respect, (ii) any failure of Mortgagor to perform any of Mortgagor's obligations under this Mortgage, or (iii) any future condition or use of the premises (whether known or unknown), other than an excluded condition or use, including, but not limited to, liabilities arising under any environmental law. An "excluded condition or use" is one that both (A) does not exist or occur, to any extent, at any time before Mortgagor has permanently given up possession and control of the premises by reason of a foreclosure of this Mortgage or Mortgagee's acceptance of a conveyance of the premises to Mortgagee in lieu of foreclosure and (B) was not caused or permitted to exist, in whole or part, by any act or omission of Mortgagor. Indemnification by Mortgagor under this paragraph shall not limit any other right or remedy (including Mortgagee's right to accelerate payment of the Indebtedness) that is available to Mortgagee by reason of the

circumstance in respect of which indemnity is made. Mortgagor's obligations under this paragraph shall survive foreclosure of this Mortgage and any conveyance of the premises in lieu of foreclosure.

14. Waivers.

(a) Mortgagor and any other person who in the future obtains a mortgage or lien upon, or any other interest in, the premises waives, with respect to any foreclosure of this Mortgage, (i) any right to marshaling of the premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium law, now existing or enacted in the future.

(b) Mortgagee may at any time release all or any part of the premises from the lien of this Mortgage or release the liability of any person for the Indebtedness, with or without consideration and without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, or other interest in, the premises. A release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of the release upon the mortgage, lien or other interest or the holder of it. This subparagraph does not imply that Mortgagee consents to the placing of a mortgage, lien or other encumbrance on the premises.

(c) Mortgagor (i) waives notice of any advances or other extensions of credit included in the Indebtedness, (ii) waives any right to require Mortgagee to sue upon or otherwise enforce payment of the Indebtedness or to enforce any security for it before exercising its rights and remedies under this Mortgage, and (iii) agrees that the validity and enforceability of this Mortgage shall not be impaired or affected by any failure of Mortgagee to obtain or perfect, or to secure priority of, any other security at any time given, or agreed to be given, by any person for the Indebtedness.

15. Expenses. Mortgagor shall pay to Mortgagee on demand all expenses, including attorney fees and legal expenses, paid or incurred by Mortgagee in collecting or attempting to collect the Indebtedness or in protecting and enforcing the rights of and obligations to Mortgagee under any provision of this Mortgage, including, without limitation, taking any action in any Bankruptcy, insolvency or reorganization proceeding concerning Mortgagor or foreclosing this Mortgage by advertisement or by action. The expenses shall bear interest, from the date paid or incurred by Mortgagee, at the Default Rate.

16. Application of Proceeds. If any rents or profits or any proceeds of insurance or proceeds of any condemnation or eminent domain award or proceeds from any sale of the premises at foreclosure are paid to Mortgagee, Mortgagee shall have the right to apply the rents or profits or proceeds, in amounts and proportions that Mortgagee shall in its sole discretion determine, to the full or partial satisfaction of any or all of the indebtedness and obligations secured by this Mortgage, including any contingent or secondary obligations, whether or not they shall then be due and payable by the primary obligor.

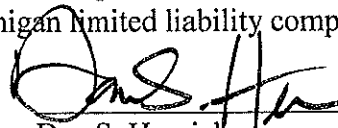
17. **Other.** Any notice to Mortgagor or to Mortgagee shall be considered to be given if and when mailed, with postage prepaid, to the respective address of Mortgagor or Mortgagee appearing on the first page of this Mortgage, or if and when delivered personally. The provisions of this Mortgage shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and their respective successors and/or assigns. Any provision of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective only to the extent and for the duration of the prohibition or unenforceability without invalidating the remaining provisions of this Mortgage. In this Mortgage, "protective advance" means an indebtedness or obligation that is secured by this Mortgage and that arises because Mortgagee makes an expenditure or expenditures (i) to fulfill or perform an obligation of Mortgagor under this Mortgage, with respect to the premises, that Mortgagor has failed to fulfill or perform, (ii) to preserve the priority of this Mortgage or the value of the premises, or (iii) for attorney fees or other expenses that are incurred in exercising a right or remedy under this Mortgage or that Mortgagor has agreed in this Mortgage to reimburse to Mortgagee. This Mortgage shall be interpreted in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first above written.

MORTGAGOR:

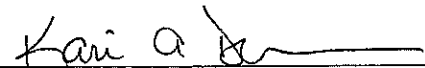
Viridian Properties LLC, a
Michigan limited liability company

By:

 , member
Dan S. Henrickson
Its Member

Acknowledgment

Acknowledged before me in Kent County, Michigan, on March 18, 2008, by Dan S. Henrickson, Member of Viridian Properties LLC, a Michigan limited liability company, on behalf of the limited liability company.



Notary Public, Kent County, MI

Acting in Kent County, MI

My commission expires: 8/22/2012

PREPARED BY AND RETURN TO:

Scott J. Steiner (P42490)
Rhoades McKee
161 Ottawa Avenue, N.W., Suite 600
Grand Rapids, MI 49503
(616) 235-3500

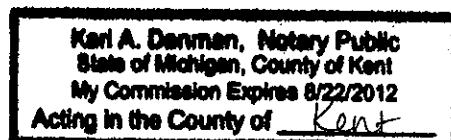


EXHIBIT A

Legal Description of the Property

Unit O of Muskegon Lakeshore SmartZone, a Site Condominium, according to the Master Deed recorded in Liber 3503 Page 491, Muskegon County Records, and designated as County Condominium Subdivision Plan No. 100, together with rights in the general and limited common elements, as set forth in the Master Deed and as described in Act 59 of Public Acts of Michigan of 1978, as amended, and specifically including certain riparian rights, including those appurtenant to Unit O, but not the riparian rights appurtenant to any other unit in the Condominium.

*See attached
EXHIBIT "E"*

Sheet 2 of 3



Exhibit D

GUARANTY

This Guaranty is made this 17 day of March, 2008.

WHEREAS, Viridian Properties LLC, a Michigan limited liability company (the "Borrower"), has this date executed a Development and Reimbursement Agreement (the "Agreement") which obligates the Borrower to make certain payments to the City of Muskegon (the "Lender"); and

WHEREAS, one of the considerations for Lender's entering into the Agreement is the execution of this Guaranty by Dan S. Henrickson (the "Guarantor").

NOW, THEREFORE, the Guarantor, for valuable consideration and in consideration of the above, agrees as follows:

1. The Guarantor unconditionally and absolutely guarantees to Lender the prompt payment of the principal and interest required of the Borrower under the Agreement and any and all renewals or extensions in whole or in part of the Agreement, until the same, both principal and interest, are fully paid and satisfied.

2. This Guaranty is the direct and primary obligation of the Guarantor and is also an absolute and unconditional guaranty of payment and shall be enforceable against the Guarantor, his legal representatives, heirs, successors and assigns, without the necessity of any suit or proceeding against the Borrower and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor expressly waives. The Guarantor expressly agrees that the validity of this Guaranty and the obligations of the Guarantor shall in no way be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by the Lender against the Borrower, its successors and assigns, of any rights and remedies reserved to it under the terms of the Agreement or otherwise available to it in law or in equity.

3. This Guaranty shall be a continuing guaranty and the liability of the Guarantor under this Guaranty shall in no way be affected, modified or diminished by reason of any renewal, modification or extension of the Agreement or any instrument securing performance of the Agreement, or by reason of any modification or waiver or change in any of the terms, covenants or provisions of the Agreement, or by reason of the extension of time that may be granted by the Lender.

4. Lender is hereby expressly authorized from time to time and without any notice to the Guarantor to give and to make such extensions, renewals, modifications, indulgences, settlements and compromises as it may deem proper with respect to the Agreement, including the taking, releasing or modification of any other security or guaranty given by the Guarantor upon such terms as may be acceptable to Lender without any manner affecting or impairing the liability of the Guarantor under this Guaranty.

5. This Guaranty shall be construed according to the laws of the State of Michigan in which state it shall be performed by the Guarantor. This Guaranty shall be binding upon the Guarantor, his heirs and assigns, and shall inure to the benefit of Lender, its successors and assigns. Any assignment of the Agreement shall automatically include assignment to such assignee of the rights of Lender under this Guaranty.

The Guarantor has executed this Guaranty on the day and year first above written.



Dan S. Henrickson

Date: March 25, 2008
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Liquor License Transfer Request
Community Management, Inc., 1149 Wood

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Community Management, Inc. to transfer ownership of the 2007 SDD and SDM licensed business located at 1149 Wood Street from Christian Kado, LLC.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.



Muskegon Police Department

Anthony L. Kleibecker
Director of Public Safety

980 Jefferson
Muskegon, Michigan
49443-0536

www.muskegonpolice.com

Phone: 231-724-6750
FAX: 231-722-5140

February 7, 2008

To: City Commission through the City Manager

From: 
Anthony L. Kleibecker, Director of Public Safety

Re: Liquor License Request – 1149 Wood Street
Transfer of 2007 SDD and SDM Licensed Business

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant Community Management, Inc. of 1149 Wood Street, Muskegon, MI. 49441.

Community Management, Inc. is requesting to transfer ownership of 2007 SDD and SDM licensed business from Christian Kado, LLC. The new applicants are Arkan Batu of Sterling Heights, MI. and Ferris Alkazir of Macomb Township, MI.

Mr. Batu does have experience in the alcohol service industry and has been made aware of the Muskegon Police Departments position on enforcing local alcohol laws and ordinances. The applicant has also been made aware of the following two websites for additional training opportunities; the Michigan Licensed Beverage Association and the Liquor Control Commission.

A check of Muskegon Police Department records and criminal history showed no reason to deny this request.

ALK/kd



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

LOCAL GOVERNMENT 15-DAY NOTICE

[Authorized by R 436.1105 (2d) and (3)]

December 11, 2007

MUSKEGON CITY
C/O CITY CLERK
933 TERRACE STREET
PO BOX 536
MUSKEGON, MI 49443-0536

Request ID #: 436281

The Michigan Liquor Control Commission has received an application from COMMUNITY MANAGEMENT, INC. REQUEST TRANSFER OWNERSHIP OF 2007 SDD AND SDM LICENSED BUSINESS LOCATED AT 1149 WOOD, MUSKEGON, MI 49442, MUSKEGON COUNTY FROM CHRISTIAN KADO, LLC.

Home address and telephone number:

ARKAN BATU 35700 KENSINGTON AVE, STERLING HEIGHTS, MI 48312 (586) 979-8333-H (586) 873-2411-W
FERRIS ALKAZIR 19288 BUSH DRIVE, MACOMB TOWNSHIP, MI 48044 (248) 224-5855

Specially Designated Merchant (SDM) licenses permit the sale of beer and wine for consumption off the premises only. Specially Designated Distributor (SDD) licenses permit the sale of alcoholic liquor, other than beer and wine under 21 per cent alcohol by volume, for consumption off the premises only.

For your information, part of the investigation of the application is conducted by the local law enforcement agency and investigative forms will be released to them either in person or by mail.

Although local governing body approval is not required by the Michigan Liquor Control Code, Rules and Related Laws for off-premise licenses, the local governing body, or its designee, may notify the Commission at the above address within 15 days of receipt of this letter if the applicant location will not be in compliance with all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, or if the applicant is considered ineligible due to other factors.

All conditions of non-compliance must be outlined in detail, indicating the applicable laws and ordinances. A copy of the law and/or ordinance may be submitted with the notification.

If you have any questions, contact the appropriate unit (On Premises, Off Premises or Manufacturers & Wholesalers) at (517) 322-1400.

mls



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

1-24-08
TAA
436281

POLICE INVESTIGATION REQUEST

[Authorized by MCL 436.1201(4)]

December 11, 2007

Muskegon Police Department
Chief Anthony L. Kleibecker
980 Jefferson Street, PO Box 536
Muskegon, MI 49443-0536

Request ID #: 436281

Applicant: COMMUNITY MANAGEMENT, INC. REQUEST TRANSFER OWNERSHIP OF 2007 SDD AND SDM LICENSED BUSINESS LOCATED AT 1149 WOOD, MUSKEGON, MI 49442, MUSKEGON COUNTY FROM CHRISTIAN KADO, LLC.

Please make an investigation of the application. If you do not believe that the applicants are qualified for licensing, give your reasons in detail. Complete the Police Inspection Report on Liquor License Request, LC-1800, or for Detroit police, the Detroit Police Investigation of License Request, LC-1802. If there is not enough room on the front of the form, you may use the back.

Forward your report, along with fingerprint cards (if requested) and \$30.00 for each card to the Michigan Liquor Control Commission.

If you have any questions, contact the appropriate unit (On Premises, Off Premises or Manufacturers & Wholesalers) at (517) 322-1400.

mls

2008-31(e)



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
 7150 Harris Drive, P.O. Box 30005
 Lansing, Michigan 48909-7505

POLICE INVESTIGATION REPORT

[Authorized by MCL 436.1217 and R 436.1105; MAC]

FOR MLCC USE ONLY

Request ID # 436281

Business ID # 204773

1-24-08 JAM

Please conduct your investigation as soon as possible, complete all four sections of this report and return the completed report and fingerprint cards to the MLCC

LICENSEE/APPLICANT NAME, BUSINESS ADDRESS AND LICENSING REQUEST:

COMMUNITY MANAGEMENT, INC. 1149 WOOD, MUSKEGON, MI 49442, MUSKEGON COUNTY
 REQUEST: TRANSFER OWNERSHIP OF 2007 SDD AND SDM LICENSED BUSINESS FROM
 CHRISTIAN KADO, LLC

Section 1.

APPLICANT INFORMATION

APPLICANT #1: ARKAN BATU 35700
 KENSINGTON AVE, STERLING HEIGHTS, MI
 48312 (586) 979-8333-H (586) 873-2411-W

APPLICANT #2: FERRIS ALKAZIR
 19288 BUSH DRIVE, MACOMB TOWNSHIP, MI
 48044 (248) 224-5855

DATE FINGERPRINTED: **NO FINGERPRINTS REQUIRED**

DATE FINGERPRINTED: 1-24-08

DATE OF BIRTH: 5-15-66

Is the applicant a U.S. Citizen: ☒ Yes ☐ No*

*Does the applicant have permanent Resident Alien status?
☐ Yes ☐ No*

*Does the applicant have a Visa? Enter status:

DATE OF BIRTH: 4-17-70

Is the applicant a U.S. Citizen: ☒ Yes ☐ No*

*Does the applicant have permanent Resident Alien status?
☐ Yes ☐ No*

*Does the applicant have a Visa? Enter status:

****Attach the fingerprint card and \$30.00 for each card and mail to the Michigan Liquor Control Commission****

ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2.

INVESTIGATION OF BUSINESS AND ADDRESS TO BE LICENSED

Does applicant intend to have dancing, entertainment, topless activity, or extended hours permit?

☒ No ☐ Yes, complete LC-1636

Are gas pumps on the premises or directly adjacent? ☒ No ☐ Yes, explain relationship:

Section 3.

LOCAL AND STATE CODES AND ORDINANCES, AND GENERAL RECOMMENDATIONS

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No

If you are recommending approval subject to certain conditions, list the conditions: (attach a signed and dated report if more space is needed)

Section 4.

RECOMMENDATION

From your investigation:

1. Is this applicant qualified to conduct this business if licensed?
2. Is the proposed location satisfactory for this business?
3. Should the Commission grant this request?

☒ Yes ☐ No
☒ Yes ☐ No
☒ Yes ☐ No

4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

[Signature]
 Signature (Sheriff or Chief of Police)
 MUSKEGON POLICE DEPARTMENT

3-12-08
 Date

ARKAN BATU
35700 KENSINGTON AVE.
STERLING HEIGHTS, MI 48312

1887

2/6/08

DATE

09-80720

PAY TO THE
ORDER OF

City of Muskegon

\$ 250.00

Two hundred fifty and 00/100

DOLLARS

Security
Features
Details on
Back.

LASALLE BANK MIDWEST N.A.

FOR

[Signature]

MP

⑆072000805⑆ 5101 27463 611 1887

LIQUOR LICENSE REVIEW FORM

Business Name: Community Management, Inc.

AKA Business Name (if applicable): _____

Operator/Manager's Name: Arkan Batu and Ferris Alkazar

Business Address: 1149 Wood

Reason for Review:

New License ☐

Transfer of Ownership ☒

Dance Permit ☐

Drop/Add Name on License ☐

Transfer Location ☐

Drop/Add Stockholder Name ☐

New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Public Safety

Approved ☒

Denied ☐

No Action Needed ☐

Income Tax

Approved ☐

Owing ☐

Amount: _____

Treasurer

Approved ☐

Owing ☐

Amount: _____

Zoning

Approved ☐

Denied ☐

Pending ZBA ☐

Clerk's

Approved ☐

Owing ☐

Amount: _____

Fire/Inspections

Approved ☐

Denied ☐

Remaining Defects ☐

Department Signature

J. L. Shuler

Please return to the City Clerk's Office

LIQUOR LICENSE REVIEW FORM

Business Name: Community Management, Inc.

AKA Business Name (if applicable): _____

Operator/Manager's Name: Arkan Batu and Ferris Alkazar

Business Address: 1149 Wood

Reason for Review:

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Public Safety

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Denied ☐

No Action Needed ☐

Income Tax

Approved ☒

Owing ☐

Amount: _____

Treasurer

Approved ☐

Owing ☐

Amount: _____

Zoning

Approved ☐

Denied ☐

Pending ZBA ☐

Clerk's

Approved ☐

Owing ☐

Amount: _____

Fire/Inspections

Approved ☐

Denied ☐

Remaining Defects ☐

Department Signature

[Signature]

Please return to the City Clerk's Office

LIQUOR LICENSE REVIEW FORM

JAN - 4 2008

Business Name: Community Management, Inc.

☐ APPROVED ☐ POSTED
CITY OF MUSKEGON TREASURY

AKA Business Name (if applicable): _____

Operator/Manager's Name: Arkan Batu and Ferris Alkazir

Business Address: 1149 Wood

Reason for Review:

New License ☐

Transfer of Ownership ☒

Dance Permit ☐

Drop/Add Name on License ☐

Transfer Location ☐

Drop/Add Stockholder Name ☐

New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Public Safety

Approved ☐

Denied ☐

No Action Needed ☐

Income Tax

Approved ☐

Owing ☐

Amount: _____

Treasurer

Approved ☒

Owing ☐

Amount: _____

Zoning

Approved ☐

Denied ☐

Pending ZBA ☐

Clerk's

Approved ☐

Owing ☐

Amount: _____

Fire/Inspections

Approved ☐

Denied ☐

Remaining Defects ☐

Department Signature

[Signature]

Please return to the City Clerk's Office

LIQUOR LICENSE REVIEW FORM

Business Name: Community Management, Inc.

AKA Business Name (if applicable): _____

Operator/Manager's Name: Arkan Batu and Ferris Alkazir

Business Address: 1149 Wood

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Dance Permit ☐

Drop/Add Name on License ☐

Transfer Location ☐

Drop/Add Stockholder Name ☐

New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Public Safety Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☒ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspections Approved ☐ Denied ☐ Remaining Defects ☐

Department Signature [Signature]

Please return to the City Clerk's Office

LIQUOR LICENSE REVIEW FORM

Business Name: Community Management, Inc.

AKA Business Name (if applicable): _____

Operator/Manager's Name: Arkan Batu and Ferris Alkazir

Business Address: 1149 Wood

Reason for Review:

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Dance Permit ☐

Drop/Add Name on License ☐

Transfer Location ☐

Drop/Add Stockholder Name ☐

New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Public Safety Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspections Approved ☒ Denied ☐ Remaining Defects ☐

Department Signature Majin Mutsaers

Please return to the City Clerk's Office

LIQUOR LICENSE REVIEW FORM

Business Name: Community Management, Inc.

AKA Business Name (if applicable): _____

Operator/Manager's Name: Arkan Batu and Ferris Alkazir

Business Address: 1149 Wood

Reason for Review:

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Dance Permit ☐

Drop/Add Name on License ☐

Transfer Location ☐

Drop/Add Stockholder Name ☐

New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Public Safety

Approved ☐

Denied ☐

No Action Needed ☐

Income Tax

Approved ☐

Owing ☐

Amount: _____

Treasurer

Approved ☐

Owing ☐

Amount: _____

Zoning

Approved ☐

Denied ☐

Pending ZBA ☐

Clerk's

Approved ☐

Owing ☐

Amount: _____

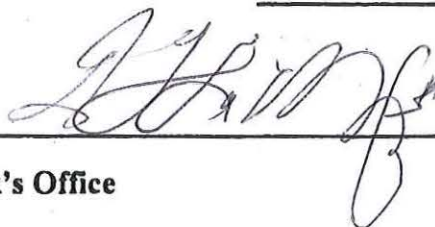
Fire/Inspections

Approved ☒

Denied ☐

Remaining Defects ☐

Department Signature



Please return to the City Clerk's Office

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

Assessor
(231)724-6708
FAX (231)726-5181

Cemetery
(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

Comm. & Neigh.
Services
(231)724-6717
FAX (231)726-2501

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(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

Info. Technology
(231)724-4126
FAX (231)722-4301

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
(231)724-4100
FAX (231)722-4188

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

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



March 20, 2008

Mr. Ferris Alkazir
19288 Bush Drive
Macomb Township, MI 48044

Dear Mr. Alkazir:

This letter is to inform you that your liquor license request to transfer the 2007 SDD and SDM licensed business from Christian Kado, LLC, 1149 Wood, Muskegon, will be presented to the City Commission on March 25, 2008. This meeting begins at 5:30 p.m. and is located in the City Commission Chambers, 933 Terrace, Muskegon, MI.

This request has also been sent to the McLaughlin Neighborhood Association for their comments. It is Commission practice to let the Neighborhood Association know of any liquor license requests that are located within their boundaries. This allows for comments from the people who live there and not just from the owners of the business' who are located there.

Sincerely,

Linda Potter

Linda Potter
Deputy Clerk

c: Chris Kado

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



March 20, 2008

Mr. Arkan Batu
35700 Kensington Ave.
Sterling Heights, MI 48312

Dear Mr. Batu:

This letter is to inform you that your liquor license request to transfer the 2007 SDD and SDM licensed business from Christian Kado, LLC, 1149 Wood, Muskegon, will be presented to the City Commission on March 25, 2008. This meeting begins at 5:30 p.m. and is located in the City Commission Chambers, 933 Terrace, Muskegon, MI.

This request has also been sent to the McLaughlin Neighborhood Association for their comments. It is Commission practice to let the Neighborhood Association know of any liquor license requests that are located within their boundaries. This allows for comments from the people who live there and not just from the owners of the business' who are located there.

Sincerely,

Linda Potter
Deputy Clerk

c: Chris Kado

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FAX (231)755-5290



March 19, 2008

Mr. Tom Pastoor, President
McLaughlin Neighborhood Assoc.
1291 Terrace
Muskegon, MI 49442

Dear Mr. Pastoor:

We have received a letter from the Liquor Control Commission reference a request from Community Management, Inc. to transfer ownership of the SDD and SDM licensed business located at 1149 Wood Street. A SDM license permits the sale of beer and wine for consumption off the premises; and a SDD license permits the sale of alcoholic liquor, other than beer and wine under 21% alcohol by volume, for consumption off the premises. On Tuesday, March 25, 2008, the City Commission will review this request and determine whether or not it should be recommended for approval.

You are being sent this notice because the City Commission would like to know how the Neighborhood Association feels and would appreciate any comments that they may have. You may send these comments to 933 Terrace, Muskegon, MI 49440 or attend the City Commission Meeting on March 25, 2008, at 5:30 p.m. in the Commission Chambers.

If you have any questions, please feel free to contact me at 724-6705.

Sincerely,

Linda Potter

Linda Potter
Deputy Clerk

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FAX (231)724-4178

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Info. Technology
(231)724-4126
FAX (231)722-4301

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

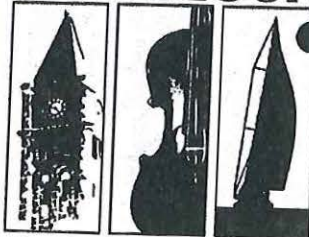
Public Works
(231)724-4100
FAX (231)722-4188

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

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

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

March 26, 2008

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

REF: Req ID #436281
Community Management, Inc.
1149 Wood
Muskegon, MI 49442

To Whom It May Concern:

Enclosed is Form LC-1800, print card, and check for Arkan Batu. This was recommended for approval by the City Commission at their March 25, 2008, City Commission Meeting.

Please do not hesitate to call me at (231) 724-

Sincerely,

Linda Potter
Deputy Clerk

enc.



U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

2. Article Number (Transfer from service label)

7006 0100 0004 8340 8746

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☐ No

POST OFFICE BOX 30026
LANSING, MICHIGAN 48206

MAR 28 2008

3. Service Type

☒ Certified Mail ☐ Registered ☐ Insured Mail ☐ Signature Required ☐ Return Receipt ☐ Restricted Delivery ☐ Express Mail ☐ Registered Mail ☐ Return Receipt for Merchandise ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

City of Muskegon

DATE: March 13, 2008
TO: Honorable Mayor and Commissioners
FROM: Mark Kincaid, Deputy Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-070105

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **555 Amity – Area 12** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-070105 -555 Amity.

Location and ownership: This structure is located on Amity between Scott and Williams Streets and is owned by Joseph Anderson.

Staff Correspondence: A dangerous building inspection was conducted on 10/03/07 and an interior inspection was conducted 08/06/07. The Notice and Order to Repair was issued on 06/04/07. On 10/04/07 the HBA tabled case until November 2007 to allow owner to obtain permits, schedule monthly progress inspections and complete repairs 6 months after permits issued. The case came back before HBA 01/05/08 and was declared substandard, dangerous and a public nuisance.

Owner Contact: Christine Anderson was present at the HBA dated 10/04/07 stating she was trying to obtain insurance money to fix property, she was advised to submit reasonable timeline. Ms Anderson came to obtain permits but did not agree with cost. A letter was received stating ownership of house had been transferred to a Joseph Anderson. Mr. Anderson met with Inspections and submitted a timeline which was not acceptable to Inspections. To date no permits have been issued and no further contact from owner.

Financial Impact: CDBG

Budget action required: None

State Equalized value: \$15,600

Estimated cost to repair: \$25,000

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

CITY OF MUSKEGON

933 Terrace St., P.O. Box 537, Muskegon, MI 49443 (231) 724-6715

DANGEROUS BUILDING INSPECTION REPORT

Monday, June 4, 2007

Enforcement # EN070105
Parcel #24-205-053-0004-00

Property Address 555 AMITY AVE
Owner ANDERSON CHRISTINA

Inspector: Henry Faltinowski

Date completed: 05/22/2007

DEFICENCIES:

Uncorrected

1. Numerous broken windows.
2. Doors kicked in.
3. Rotted siding.
4. Rotted fascia & soffit
5. Graffiti on house and vehicle in yard.
6. Interior of house full of debris.
7. Interior of house partly renovated. (Incomplete and no permits)
8. Furnace needs to be repaired or replaced.

Request interior inspection by all trades, electrical, mechanical and plumbing. Please contact Inspection Services with any questions or to schedule an inspection at 933 Terrace St., Muskegon, MI 49440 (231) 724 6758.

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

Henry Faltinowski, Building Inspector

Date

CITY OF MUSKEGON

933 Terrace St., P.O. Box 536, Muskegon, MI 49443 (231)724-6715

DANGEROUS BUILDING INTERIOR INSPECTION REPORT

555 AMITY AVE

08/06/2007

Inspection noted:

Uncorrected

1. Inspect & certify chimney.
2. Inspect & certify heating units & water heater.
3. pressure test gas.
4. Repair/replace ductwork - vent water heater properly.
5. When water is established inspect repair all plumbing - to meet Michigan 2003 Plumbing Code.
6. Support plumbing & ductwork & piping.
7. Need scald free faucet for shower/bath.
8. Need bath vent fan - caulk toilet.
9. Provide supply air & return air for habital spaces.
10. Need vacuumn breaker for hose spigot.
11. Need T & P drain for water heater.
12. Plumbing & mechanical to conform to 2003 codes.
13. House to be rewired to code.
14. Smoke alarms to be installed to code.
15. Electric service to meet code.
17. Must remove all interior debris to allow for inspection of flooring and ceiling.
18. Replace all interior walls, ceiling, floor damage throughout numerous.
19. All stairs, handrails, guardrails must meet code.
20. Smoke alarms per code electric battery backup.
21. All windows must be repaired/operable.
22. Foundation wall repair- Engineer desired.

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

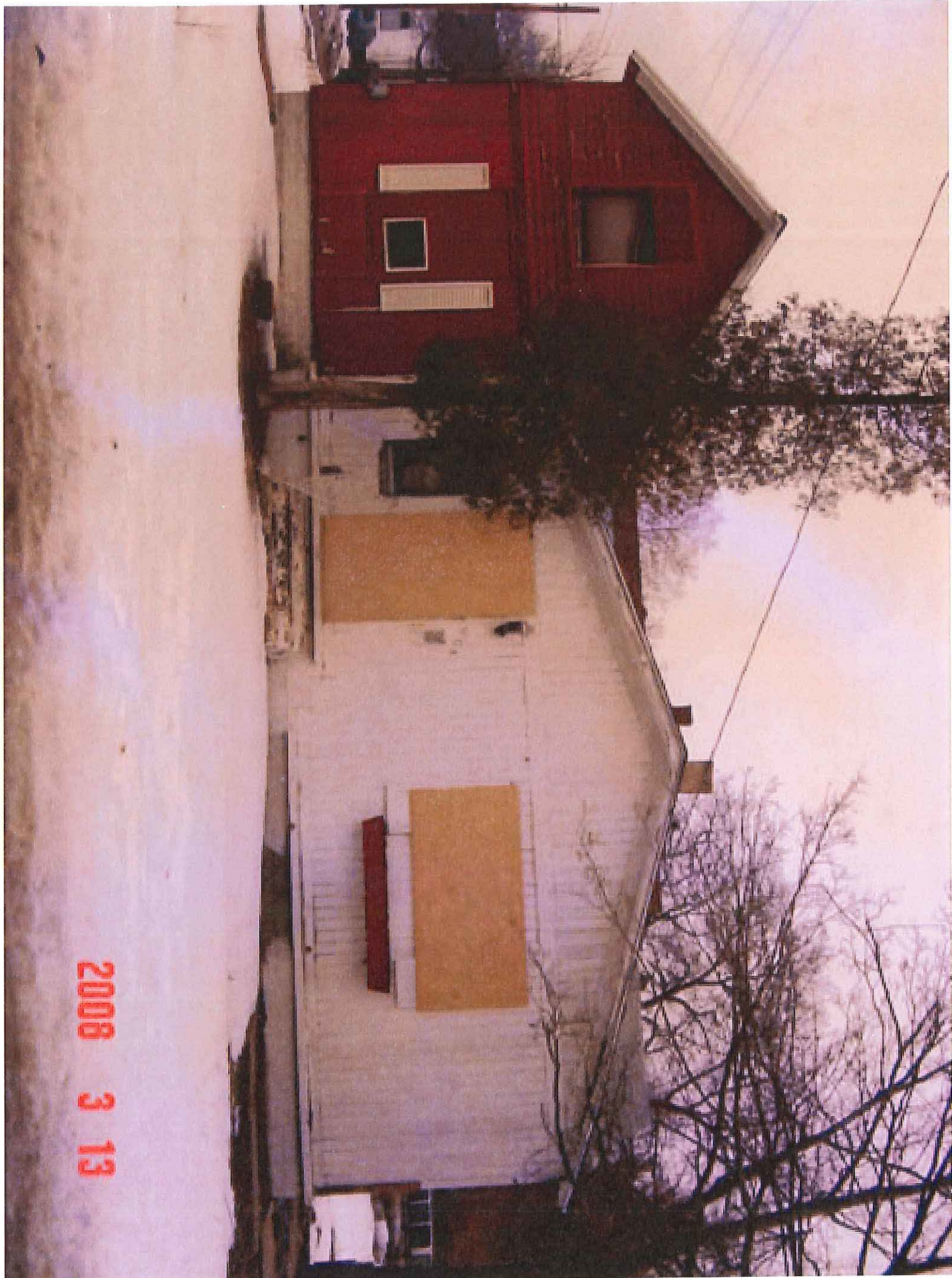
HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE

INSPECTION SUMMARY

FOR: 555 Amity

This wood frame single family dwelling has been seriously damaged and is currently boarded up and falling into a state of disrepair. This building has had most of the windows broken out and was becoming an attractive nuisance before being boarded up. The property owner submitted a timeline that does not address all of the issues associated with this structure and did not give a reasonable period of time for repairs necessary to make this a habitable structure. This office has had no contact with the property owner since mid February. If left unabated, this building will continue to deteriorate and be a blighting influence on the neighborhood.



2008 3 13

DATE: March 13, 2008
TO: Honorable Mayor and Commissioners
FROM: Mark Kincaid, Deputy Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-070217

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **811 W. Grand – Area 12** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-070217, 811 W. Grand.

Location and ownership: This structure is located on W. Grand between Henry and Division Streets and is owned by Joyce Lockett.

Staff Correspondence: A dangerous building inspection was conducted on 10/03/07. The Notice and Order to Repair was issued on 10/18/07. On 12/06/07 the HBA declared the structure substandard and dangerous.

Owner Contact: No one was present at the HBA meeting. The owner had some contact with Inspections indicating a desire to rehab the property but has not submitted a timeline nor applied for permits.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$21,500

Estimated cost to repair: \$15,000

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

CITY OF MUSKEGON

933 Terrace St., P.O. Box 537, Muskegon, MI 49443 (231) 724-6715

DANGEROUS BUILDING INSPECTION REPORT

Monday, October 15, 2007

Enforcement # EN070217 **Property Address** 811 W GRAND AVE
Parcel #24-205-487-0001-00 **Owner** LOCKETT JOYCE

Inspector: Henry Faltinowski

Date completed: 10/15/2007

DEFICIENCIES:

Uncorrected

1. Back section of home has been severely damaged by fire. Structural damage to rafters, ceiling joists, walls and floors. Rebuild burnt section to MRC 2003 code.
2. Encapsulate all smoke damage.
3. Interior inspection requested.

Request interior inspection by all trades, electrical, mechanical and plumbing. Please contact Inspection Services with any questions or to schedule an inspection at 933 Terrace St., Muskegon, MI 49440 (231) 724 6758.

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

Henry Faltinowski, Building Inspector

Date

INSPECTION SUMMARY

FOR 811 W. Grand

This is a single story wood frame single family dwelling. This building has severely damaged by fire on the rear portion of the structure. The owner has indicated on a number of occasions that she intends to repair this structure, however no interior inspections have been scheduled, no timeline for repairs has been submitted and no permits have been applied for. It should also be noted that the property appears to have been forfeited for non-payment of taxes.



2007 9 10



DATE: March 13, 2008
TO: Honorable Mayor and Commissioners
FROM: Mark Kincaid, Deputy Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-070211

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **256 Iona – Area 11** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-070211 -256 Iona.

Location and ownership: This structure is located on Iona between Spring and Ambrosia Streets and is owned by Stacey Scheuerer.

Staff Correspondence: A dangerous building inspection was conducted on 09/25/06 and an interior inspection was conducted 01/08/08. The Notice and Order to Repair was issued on 10/18/07. On 12/06/07 the HBA tabled case until January 2008 pending sale to new owner. The case came back before HBA 01/03/08 and was declared substandard, dangerous and a public nuisance.

Owner Contact: Stacey Scheuerer was present for both HBA meetings. The first meeting dated 12/06/07 Ms. Scheuerer stated she bought the structure from the Country tax sale to fix and live in but after seeing inside decided to sell. She indicated she had a buyer interested and the sale was pending. Ms Scheuerer was present for HBA meeting dated 01/03/08 stating the sale had not gone thru and she now had the house listed with a realtor. No permits were issued nor a timeline submitted for repairs.

Financial Impact: CDBG

Budget action required: None

State Equalized value: \$19,800

Estimated cost to repair: \$25,000

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

CITY OF MUSKEGON

933 Terrace St., P.O. Box 537, Muskegon, MI 49443 (231) 724-6715

DANGEROUS BUILDING INSPECTION REPORT

Thursday, October 18, 2007

Enforcement # EN070211

Property Address 256 IONA AVE

Parcel #24-205-236-0004-10

Owner COUNTY OF MUSKEGON

Inspector: Henry Faltinowski

Date completed: 09/25/07

DEFICIENCIES:

Uncorrected

1. Home is boarded up.
2. Front entry stairs need repair to MRC 2003 Code.
3. Siding started but falling off home.
4. Back section of home deteriorated, structural damage replace to code.
5. Repair fascia and soffit open area.
6. Provide interior inspection.

Request interior inspection by all trades, electrical, mechanical and plumbing. Please contact Inspection Services with any questions or to schedule an inspection at 933 Terrace St., Muskegon, MI 49440 (231) 724 6758.

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

Henry Faltinowski, Building Inspector

Date

City of Muskegon
933 Terrace St., P.O. Box 536, Muskegon, MI 49443
(231) 724-6715

Thursday, January 10, 2008

DANGEROUS BUILDING INTERIOR INSPECTION REPORT

Property Address: 256 IONA AVE **Parcel #** 24-205-236-0004-10

Owner: Stacy Scheuerer

Inspection Type: DB Interior Inspection **Inspector:** Henry Faltinowski

Date completed: 01/08/2008

DEFICIENCIES:

Uncorrected

1. Interior of home has been stripped of drywall - all framing of headers, cut-notched joists & beams must meet MRC 2003 code.
2. Safety glazing required in stairway to upper section of home.
3. Fire block all ballooned framing to upper level of home.
4. Headers required on bearing walls per MRC 2003 window openings.
5. Repair all ceiling damage and wall and floor covering to MRC 2003 code.
6. Smoke alarms per code.
7. Egress windows in bedrooms.
8. All handrail, guardrails to MRC 2003.
9. Electric service to be replaced to code.
10. House to be wired to code.
11. Smoke alarms to be installed to code.
12. House currently is gutted and has new wiring done w/o permits or inspections.
13. Inspect & certify furnace water heater and chimney.
14. Clean ductwork need a spigot outside (missing) all spigots must have vacuum breaker.
15. Need bath & kitchen plumbing.
16. Need bath vent fans -need all new plumbing.
17. Union disconnect must be outside of furnace.
18. Pressure test gas line.
19. Insure all habital space have supply air and return air.
20. Check water pressure.

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

HENRY FALTINOWSKI BUILDING INSPECTOR

DATE

INSPECTION SUMMARY

FOR: 256 Iona

This is a two story wood frame single family dwelling. This building has been stripped of interior wall covering and based on interior inspection conducted January 8, 2008, this building would require extensive renovating and repairs. The property owner has indicated a desire to sell this property. To date, no timeline has been submitted and no permits have been applied for.



2007 9 25

DATE: March 17, 2008
TO: Honorable Mayor and Commissioners
FROM: Mark Kincaid, Deputy Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-070048

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at 1850 Park – is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-070048, 1850 Park Commercial Building.

Location and ownership: This structure is located on Park St between Keating and Laketon Streets and is owned on land contract between Whittaker Place LLC and Jasper Love.

Staff Correspondence: A dangerous building inspection was conducted on 03/19/2007 and an interior inspection was conducted 05/03/07. The Notice and Order to Repair was issued on 03/30/07. On 06/07/07 the HBA tabled case until August 2007 to allow owner time to provide engineering drawings, timeline and appropriate permits. The case came back before HBA 08/02/07 and was declared substandard, dangerous and a public nuisance.

Owner Contact: Jasper Love was present for the HBA meeting dated 06/07/07. He stated he got a permit to start stripping roof but was told he needed engineered drawings which he said he hired an engineer. Mr. Love was present at the meeting dated 08/02/07 stating his engineer had a death in the family and he was still waiting to receive drawings. No drawings have been submitted, no further permits issued and no contact from owner since that time.

Financial Impact: General

Budget action required: None

State Equalized value: \$40,100

Estimated cost to repair: \$80,000

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

CITY OF MUSKEGON

933 Terrace St., P.O. Box 537, Muskegon, MI 49443 (231) 724-6715

DANGEROUS BUILDING INSPECTION REPORT

Monday, March 19, 2007

Enforcement # EN070048 **Property Address** 1850 PARK ST
Parcel #24-131-200-0001-00 **Owner** LOVE JASPER

Inspector: Henry Faltinowski

Date completed: 03/19/2007

DEFICIENCIES:

Uncorrected

1. Northeast section of roof has collapsed.
2. Window broken out.
3. Provide engineered or architectural design on repairs.
4. Provide interior inspection by trade inspectors.

Request interior inspection by all trades, electrical, mechanical and plumbing. Please contact Inspection Services with any questions or to schedule an inspection at 933 Terrace St., Muskegon, MI 49440 (231) 724 6758.

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

Henry Faltinowski, Building Inspector

Date

CITY OF MUSKEGON
933 Terrace St., P.O. Box 536, Muskegon, MI 49443 (231)724-6715
DANGEROUS BUILDING INTERIOR INSPECTION REPORT

1850 PARK ST
05/03/2007

Inspection noted:

Uncorrected

1. Replace all electric wiring, service, and equipment to current code.
2. Pressure test gas piping
3. Inspect & certify heating system.
4. Inspect Boiler state * BYU's
5. Inspect & certify all mechanical & plumbing.
6. Mechanical & Plumbing to meet 2003 Codes.
7. *Depending on what is used -some inspections are not applicable.
8. Replace entire roof system with architect or structural engineered drawings, drawing must be reviewed by Inspection Department.
9. Repair all interior ceiling wall damage.
10. Repair exterior wall and lintels at entry over hang.
11. Remove rotted frame and paneling on framed steel canopy.

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

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE

INSPECTION SUMMARY

FOR: 1850 Park

This building is a concrete structure with wood frame roof system. This building is the northern most 100 ft of the structure known as Whittaker Building. The roof system of this building has been neglected to the point of structural failure. It appears that approximately 50% of the roof has collapsed. To date no drawings have been submitted, no permits have been applied for and no schedule of repairs has been submitted. This structure is currently not habitable and left unattended will continue to deteriorate.



