

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 24, 2009

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. Traffic Department Materials and Services 2009. PUBLIC WORKS
 - C. Aggregates, Highway Maintenance Materials and Concrete. PUBLIC WORKS
 - D. Budgeted Vehicle Replacement – Two Ford F-450s. PUBLIC WORKS
 - E. Budgeted Vehicle Replacement – One Ford F-350 and Two Ford F-350 4X4. PUBLIC WORKS
 - F. Request to Apply for a Grant for McGraft Park Building. CITY CLERK
 - G. Resolution Regarding Spending of Stimulus Funds. CITY MANAGER
 - H. Clearwell Valve Replacement. WATER FILTRATION
 - I. Maintenance Agreement/Rite-Way Plumbing and Heating. PUBLIC SAFETY
 - J. Purchase of 519 Orchard and 525 Orchard. COMMUNITY & NEIGHBORHOOD SERVICES
 - K. Sanitary Pump Station at Hartshorn Marina. PUBLIC WORKS/MARINA
- ❑ PUBLIC HEARINGS:
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:

❑ **UNFINISHED BUSINESS:**

- A. Padlock Ordinance – 287 McLaughlin. CITY MANAGER
- B. Recommendation for Annual Renewal of Liquor Licenses – Cuti's Sports Bar & Grill, Muskegon Recreational Club, and City Café. CITY CLERK
- C. Recommendation for Denial of Liquor License Renewal for H&J Dollar. CITY CLERK

❑ **NEW BUSINESS:**

- A. 2009-2010 CDBG/HOME Partnership Program Allocations. COMMUNITY & NEIGHBORHOOD SERVICES
- B. Approval of Loan in the Amount of \$30,000 to Great Lakes Die Cast. PLANNING & ECONOMIC DEVELOPMENT
- C. Request to Revoke the Obsolete Property Rehabilitation Exemption Certificate at 585 W. Clay. PLANNING & ECONOMIC DEVELOPMENT
- D. Consideration of Bids for Merrill Avenue, Seventh to Sixth. ENGINEERING
- E. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following: PUBLIC SAFETY
 - 1035 Pine St. (Area 11b)
 - 521 Leonard Ave. (Area 11)
 - 312 Cross Ave. – Garage (Area 11)
 - 724 E. Isabella Ave. (Area 11)
 - 642 McLaughlin Ave. – Home and Garage
 - 1505 Lakeshore Dr. – Garage
- F. Presentation by Kathy Evans – Proposed Shoreline Habitat Restoration and Public Access Improvements Projects.

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

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

❑ **CLOSED SESSION:**

❑ **ADJOURNMENT:**

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

Date: March 24, 2009
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 9th Commission Worksession, and the March 10th Regular Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
March 9, 2009
City Commission Chambers
5:30 PM

MINUTES

2009-20

Present: Commissioners Warmington, Wierengo, Shepherd, Wisneski, Gawron, Carter, and Spataro.

Absent: None.

Muskegon Public School Bond Issue. Colin Armstrong

Colin Armstrong presented a proposal in which Muskegon Public Schools is asking for a 5.7 mill for a bond proposal to purchase computers, upkeep on the school buildings, as well as other improvements. A special election will be held on May 5, 2009.

Muskegon Summer Celebration Payment Plan Request. City Manager

Joe Austin and Tim Achterhof presented a letter requesting approval of a payment plan for Muskegon Summer Celebration indicating even though ticket sales were large last year, artists' fees have increased dramatically.

Bryon Mazade disclosed that he is chairman of the Muskegon Summer Celebration board.

Mayor Warmington disclosed that he is chairman of Muskegon Bike Time board and find they are in a similar position.

Moved by Commissioner Shepherd, supported by Commissioner Spataro to approve Muskegon Summer Celebration's request for a payment plan of city fees incurred in 2008 that will include a \$20,000 payment by June 1, 2009 and the remainder of the balance by September 30, 2009.

ROLL CALL VOTE:

Ayes: Wisneski, Carter, Gawron, Shepherd, Spataro, Warmington, and Wierengo.

Nays: None.

MOTION PASSES.

Charter Amendments. City Manager

City Commissioners have been asked to consider possible charter amendments. A list of possible charter changes are as follows:

Changes in the city's fiscal year to align with the federal, state, and county fiscal years.

Change from winter to summer tax collections.

Eliminate the August Primary for City Commissioners.

Modify or eliminate the city's civil service system.

A reduction in the number of days that the Board of Review holds session to better align with the session of other local units.

A release of certain properties from the "Charter Park" restriction.

Commissioners asked that a plan be presented that would take the place of the current civil service system if it is replaced.

Mr. Mazade will provide a list of charter parks to the City Commissioners.

This item will be placed on the April worksession for consideration.

2009-2010 Healthcare Program. Finance

Mr. Tim Paul, Finance Director, presented the proposed 2009-2010 healthcare program. Citing rising costs, several changes are being recommended to the current program. It is hoped that the changes will keep premiums at approximately the same rate for 2009-2010.

Any Other Business.

Public participation was accepted.

Adjournment

Motion by Commissioner Carter, seconded by Commissioner Shepherd to adjourn at 6:30 p.m.

MOTION PASSES

**Ann Marie Becker, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 10, 2009

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 10, 2009.

Mayor Warmington opened the meeting with a prayer from George Monroe from the Evanston Avenue Baptist 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 Lawrence Spataro, Sue Wierengo, Steve Wisneski, Chris Carter, and Clara Shepherd (arrived at 5:35), City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Becker.

2009-21 HONORS AND AWARDS:

A. Outstanding Citizenship Awards.

Commissioner Wierengo presented Outstanding Citizenship Awards to Justin Brownlee, Jane Buthker and Bernadette Young.

2009-22 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, February 24th, and the Goal Setting Session that was held on Thursday, February 19th.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. 2009/2010 Goals. CITY MANAGER

SUMMARY OF REQUEST: To approve the proposed 2009/2010 City goals as discussed at the City Commission goal setting session on February 19, 2009.

FINANCIAL IMPACT: Varies, depending on each goal.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the list of proposed goals.

C. Control System Software Configuration to Terminal Services. WATER FILTRATION

SUMMARY OF REQUEST: To enter into an agreement with our consultant, Tetra Tech, for programming and software configuration for terminal services at the Water Filtration Plant.

FINANCIAL IMPACT: The cost for this service is \$9,800.

BUDGET ACTION REQUIRED: None, this project is included in the 2009 budget.

STAFF RECOMMENDATION: Staff recommends the Mayor and Commission endorse the proposal from Tetra Tech for programming and software configuration for terminal services at the Water Filtration Plant.

D. Contract Extension Agreement – One Year Street Sweeping Contract for 2009. PUBLIC WORKS

SUMMARY OF REQUEST: To enter into a one-year contractual agreement with TRI-US SERVICES, INC. to provide street sweeping services for 2009.

FINANCIAL IMPACT: \$148,981.60 cost for one-year contract. Funds to cover all expenses are budgeted. Trunkline expenses are reimbursed by State funding.

BUDGET ACTION REQUIRED: None; monies appropriated in Highway and State trunkline budgets.

STAFF RECOMMENDATION: Approve request to contract out service for one-year extension as specified in previous contract.

E. Memorandum of Understanding – Muskegon Public Schools. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety is requesting approval to sign a Memorandum of Understanding with the Muskegon Public Schools for a Safe Schools/Healthy Students Project. This is a collaborative effort between the Muskegon Public Schools, Muskegon County Community Mental Health, the Family Division of the 14th Circuit Court, the State of Michigan Department of Human Services and our police department. By signing this agreement, the department agrees to assist the school district in providing leadership, support and resources to achieve the project priority of implementing a community-wide plan designed to create safe school environments.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the agreement.

F. Contractual Agreement – Michigan Department of State. PUBLIC

SAFETY

SUMMARY OF REQUEST: The Director of Public Safety is requesting approval to enter into an agreement with the Michigan Department of State whereby the Department of State will provide driver, vehicle, and related information to the City. The purpose for entering into this agreement is to assist code enforcers with obtaining accurate information to meet district court requirements when completing civil infraction citations.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the agreement.

I. Engineering Services (Design & Inspection) for Smith Ryerson Park.

ENGINEERING

SUMMARY OF REQUEST: Authorize staff to enter into an engineering services agreement with Sidock Group out of Muskegon to provide design and construction management to improve/upgrade Smith Ryerson Park as required by the MDNR's grant for a not to exceed fee of \$49,438.50.

Sidock is being recommended after review and evaluation of proposals from eleven qualified consulting firms. While all proposals were worthy, staff's recommendation focused on experience of the project team on similar projects; reasonableness of the proposed fee and associated hours; scope of services to be provided as well as statement of understanding.

FINANCIAL IMPACT: \$49,438.50 plus an additional 5% of in-house project management.

BUDGET ACTION REQUIRED: None at this time as this project was budgeted for in the 2009 CIP.

STAFF RECOMMENDATION: Authorize staff to enter into an engineering services agreement with Sidock Group.

J. Amend the Uniform Agreement with Arrow Uniform. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to amend the contract with Arrow Uniform to suspend the cleaning service they provide for the shop towels and mats for the period between March 11, 2009, until February 28, 2010, and to extend their contract for the aforementioned services until the end of December 2012 instead of August 2012.

FINANCIAL IMPACT: Minimal; the shop towels and mats are just changing from Arrow Uniform to Model Coverall for most of 2009 to satisfy previous contract on the advice of the City Attorney.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Authorize staff to amend the contract with Arrow Uniform.

K. Grant Applications for Safety Funds. ENGINEERING

SUMMARY OF REQUEST: Authorize staff to submit the following projects for possible Safety Funds in 2010:

1. Intersection of Laketon & Henry to improve skid resistance at \$200,000 total cost of which \$50,000 is the local match.
2. Upgrade the traffic signals to box span on Laketon @ Hoyt, Getty and Roberts for an estimated total cost of \$240,000 of which \$60,000 is the local match.

FINANCIAL IMPACT: A local match of \$110,000 (25%) will be required for all projects and will be budgeted for in 2010.

BUDGET ACTION REQUIRED: None at this time; should either or both be approved for grants, they will be listed in the 2010 budget.

STAFF RECOMMENDATION: Authorize staff to submit the application(s).

L. Maintenance Agreement with Trane for City Hall Chiller. ENGINEERING

SUMMARY OF REQUEST: Authorize staff to enter into a five-year service agreement with Trane starting May 1, 2009, and ending April 30, 2014, to perform scheduled maintenance such as annual maintenance, operating inspection, oil analysis, condenser wash and vibration analysis on the chiller at City Hall. The five year fee structure is: First year \$2,197; second year \$2,263; third year \$2,263; fourth year \$2,330; and the fifth year \$2,330 for a total contract price of \$11,383.

Trane is being recommended since they are the soul source for the brand of chiller at City Hall.

FINANCIAL IMPACT: The total value of the contract of \$11,383.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Authorize staff to enter into a five-year maintenance contract with Trane starting May 1, 2009, and ending April 30, 2014.

M. Consideration of Bids for Hackley Avenue, Hudson to Seaway. ENGINEERING

SUMMARY OF REQUEST: Award the Hackley Street project, H-1560 & W-712, to Felco Contractors out of Muskegon since they were the lowest responsible bidder with a total bid price of \$240,235.50.

FINANCIAL IMPACT: The construction cost of \$240,235.50 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to Felco Contractors.

N. Consideration of Bids for Wood Street, Isabella to Apple. ENGINEERING

SUMMARY OF REQUEST: Award the Wood Street project, H-1651 & W-716, to Felco Contractors out of Muskegon since they were the lowest responsible bidder with a total bid price of \$116,954.

FINANCIAL IMPACT: The construction cost of \$116,954 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None at this time, however, the first quarter forecast for 2009 will be modified to add the cost for the watermain replacement.

STAFF RECOMMENDATION: Award the contract to Felco Contractors.

O. Accept Resignation and Make Appointments to Boards and Committees. CITY CLERK

SUMMARY OF REQUEST: To accept the resignation of Clement Coulombe from the Land Reutilization Committee and appoint Chet Kordecki; appoint Muhammad Hakeem to the CDBG-Citizen's District Council; Catherine Lindland Young to Public Relations; and Leroy Lockhart to the Equal Opportunity Committee.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Carter, second by Commissioner Wierengo to approve the Consent Agenda as read minus items G and H.

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

Nays: None

MOTION PASSES

2009-23 ITEMS REMOVED FROM THE CONSENT AGENDA:

G. Liquor License Transfer Request for Kwik-Way Mart, 45 E. Muskegon Avenue. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Almajeed, Inc., to transfer ownership of the 2008 SDD and SDM Licensed Business located at 45 E. Muskegon Avenue from Betak Enterprises III, Inc.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the liquor license transfer request for Kwik-Way Mart at 45 E. Muskegon from Betak Enterprises III, Inc., to Almajeed, Inc.

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

Nays: None

MOTION PASSES

H. Gaming License Request – West Michigan Veterans, Inc. CITY CLERK

SUMMARY OF REQUEST: West Michigan Veterans, Inc. is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a Gaming License. They have been recognized as a 501(c)(3) organization by the State.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the Gaming License request from West Michigan Veterans, Inc.

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

Nays: None

MOTION PASSES

2009-24 PUBLIC HEARINGS:

A. Recommendation for Annual Renewal of Liquor Licenses. CITY CLERK

SUMMARY OF REQUEST: To adopt a resolution recommending non-renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinances for the City of Muskegon. These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 23, 2009, they will be removed from this resolution, and recommendation for their renewal will be forwarded to the Liquor Control Commission.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the resolution.

The Public Hearing opened to hear and consider any comments from the public. Comments were heard from Bill Grimm, 4572 W. Giles, representing Muskegon Recreational Club.

Motion by Commissioner Carter, second by Commissioner Spataro to close the Public Hearing and approve the recommendation for denial of the renewal of the liquor license for Elk's Charity Lodge, City Café, Clay Avenue Cellars, Cuti's Sports Bar & Grill, Muskegon Family Foods, Muskegon Recreational Club, and Wesco Inc.

Motion amended by Commissioner Carter, and second amended by Commissioner Spataro to exclude City Café, Cuti's Sports Bar & Grill, and Muskegon Recreational Club until the March 24, 2009, Commission Meeting.

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

Nays: None

MOTION PASSED

2009-25 NEW BUSINESS:

A. Approval of the 2009-2010 Action Plan. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the 2009-2010 Action Plan for the City of Muskegon Community Development Block Grant/HOME Partnership Program activity. If the Action Plan is approved, the Community and Neighborhood Services office will continue the comment period of the Action Plan as amended if needed until April 17, 2009.

On or after April 17, 2009, the Community and Neighborhood Services office will deliver the Action Plan to the United States Department of Housing and Urban Development as required in order to request the Release of Funds for the 2009-2010 fiscal year. The final allocation amounts approved by the Action Plan will be amended to the document.

FINANCIAL IMPACT: Action Plan establishes the 2009-2010 Community Development Block Grant and HOME budgets.

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

STAFF RECOMMENDATION: To approve the Action Plan as is or as to be amended by the Commissions final decision.

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

Motion by Commissioner Spataro, second by Commissioner Carter to approve the 2009-2010 Action Plan.

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

Nays: None

MOTION PASSES

B. 2009-2010 CDBG/HOME and City Preliminary Decision. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: CDBG/HOME 2009-2010 recommendation, submitted by both the administration and the Citizen's District Council during the public hearing held at the last meeting on February 24, 2009.

In reference to the 2009-2010 CDBG/HOME allocation funding which is designated to be \$984,207 and \$290,049 respectively, excluding any program income and reprogrammed funding.

The Commission is being asked to make their preliminary decision on what items should be funded and at what amounts. The City Commission will be asked to make their final decision on March 24, 2009.

FINANCIAL IMPACT: The 2009-2010 allocations will be based on the City Commission final decision.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Was given to the Commission prior to the Public Hearing.

Motion by Vice Mayor Gawron, second by Commissioner Shepherd to base the preliminary decision based on the recommendation by the Citizen's District Council for the 2009-2010 CDBG/HOME funds pending our final decision on March 24, 2009.

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

Nays: None

MOTION PASSES

C. Seasonal and Temporary Services Provider Contract. CIVIL SERVICE

SUMMARY OF REQUEST: At the February 24, 2009, City Commission meeting, staff requested and received approval to enter into contract negotiations with **GoodTemps** Temporary Staffing Services. Negotiations with **GoodTemps** have not been productive in cost reduction.

As a result, staff is working with another bidder in an effort to obtain a more cost-effective contract with terms agreeable to the City.

FINANCIAL IMPACT: The 2009 projected seasonal and temporary services cost is approximately \$700,000.

BUDGET ACTION REQUIRED: The 2009 budget allowed for the financial resources.

STAFF RECOMMENDATION: Staff requests to update the City Commission on this matter prior to the March 10 meeting.

Motion by Vice Mayor Gawron, second by Commissioner Wierengo to award the 2009-2011 temporary and seasonal services provider contract to Beacon Services.

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

Nays: None

MOTION PASSES

D. Padlock Ordinance – 287 McLaughlin. CITY MANAGER

SUMMARY OF REQUEST: To approve initiating the process to consider padlocking the residence at 287 McLaughlin, pursuant to City Ordinance 26-263 (Padlock Ordinance) and the request of the City's Public Safety Director. It is also requested that the City Commission delegate the responsibility for the hearing required by City Ordinance to a hearing officer and that the City Manager be authorized to appoint such hearing officer.

FINANCIAL IMPACT: Costs associated with holding the hearing required by City ordinance.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve initiation of the process to consider padlocking the residence at 287 McLaughlin, delegate the hearing requirement to a hearing officer, and authorize the City Manager to appoint the hearing officer.

Motion by Commissioner Spataro, second by Commissioner Shepherd to table any action on enforcing the Padlock Ordinance regarding 287 McLaughlin until the March 24, 2009, City Commission Meeting.

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

Nays: None

MOTION PASSES

E. 2009-2010 Healthcare Program. FINANCE

SUMMARY OF REQUEST: It is time to renew the City's healthcare coverage for the 2009-10 plan year. Healthcare costs continue to rise. Renewal rates for the City's current healthcare program initially came in at \$930.99/employee/month, 11.5% higher than the current rate (\$835.19). After going through a bid process

and exploring alternatives, staff recommends renewing coverage through Priority Health, but making several program changes to control costs.

FINANCIAL IMPACT: Current year cost of the healthcare program is \$2,365,258. Renewing the program “as is” would cost \$2,636,564 in the coming year. With implementation of the proposed changes, we estimate annualized costs to be \$2,392,554.

BUDGET ACTION REQUIRED: None at this time. Employee and retiree healthcare costs are included in the 2009 budget.

STAFF RECOMMENDATION: Authorize staff to execute documents with Priority Health implementing the changes outlined in the memorandum.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to adopt the recommended changes to the Priority Health healthcare coverage plan.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Comments were heard from the public.

ADJOURNMENT: The City Commission Meeting adjourned at 6:37 p.m.

Respectfully submitted,

Ann Marie Becker, MMC
City Clerk

Agenda Item No. _____
City Commission Meeting _____

Date: March 24, 2009
To: Honorable Mayor and City Commission
From: Department of Public Works
Re: Traffic Department Materials and Services 2009

SUMMARY OF REQUEST:

Contract with the Muskegon County Road Commission for the joint purchase of various Traffic Department materials and services. We have bid out these items with MCRC for the past eighteen years. By bidding together with MCRC and other municipalities we are able to get better unit prices because of larger quantity purchases.

FINANCIAL IMPACT:

Sign materials and services to be jointly bid:

Sign blanks	\$1,100.00	approx.
Sign posts	\$4,000.00	approx.
Ready Made Signs	\$2,000.00	approx.
Centerline painting.....	\$17,000.00	approx.

Total \$24,100.00

BUDGET ACTION REQUIRED:

Note, this item is requested each year in the appropriate Highway budgets.

STAFF RECOMMENDATION:

Approve the continued joint purchasing with the Muskegon County Road Commission for sign materials and services.

Memo

To : Bob Kuhn
From : John Dumouchel
Cc: Doug Sayles
Date : 3-24-09
Re : Sign Materials & Services: Annual Contract

Again this year we are requesting permission to bid jointly for our sign materials and services with the Muskegon County Road Commission as we have done the last eighteen years. They are getting ready to go out for bids on the following items and thus we do not have any actual quotes for 2009.

For sign blanks:

	2004	2005	2006	2007	2008
sign blanks	\$1.56/sq. ft.	\$1.85/sq. ft.	\$2.20/sq.ft.	2.30/sq. ft.	2.41/sq. ft.

For sign posts:

	2004	2005	2006	2007	2008
2# x11'posts	\$9.24/ea.	\$10.10/ea.	\$10.42/ea.	12.65/ea.	15.12/ea.
3# x12'posts	\$15.12/ea.	\$16.53/ea.	\$17.05/ea.	20.52/ea.	20.50/ea.

For sheeting: Our standard has always been 3M sheeting, they are the only bid usually received by MCRC, they like us, use 3M sheeting exclusively, however we recently purchased our 3M roller, as did MCRC, and no longer have to buy a minimum order to keep the roller they originally gave to us to maintain the warranty on their sheeting. Other competitive sources are also bided out.

Finished Signs: Most screened finished signs were purchased through competitive venders, but MCRC started to purchase these signs in the bid system several years for a considerable savings. We have purchased most signs this way the last five years and will continue to do so when purchasing in quantities.

Centerline painting: In 1997 M&M Pavement Marking, Inc. was awarded the bid and has been awarded the contract every year since at the same unit prices until 2004 when a 6% increase incurred to cover rising fuel and material costs. These cost increased again in 2006 as much as 27%. MCRC went out for bids and as anticipated there were substantial increases in the three bids received but remained with M&M as they were the low bidder. Some years are also affected by our own engineering projects where some centerline painting is contracted to a different painter when the road project is finished.

2004	2005	2006	2007	2008
\$10,006 (M&M)	\$11,666 (M&M)	\$14,719 (M&M)	\$15,382.51	\$15752.94

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission
FROM: Department of Public Works
DATE: March 24, 2009
SUBJECT: Aggregates, Highway Maintenance Materials and Concrete

SUMMARY OF REQUEST:

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

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

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

Award bid for crack sealant to ASI Manufacturing, LLC, 1805 Industrial Park Dr., Grand Haven, MI 49417

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

Award bid to supply Calcium Chloride 38% (road brine) and 32% (winter salting) to Great Lakes Chloride, 1012 E. Free Soil Rd, Free Soil, MI 49411

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

Award bid to supply 2NS sand to Yellow Rose Transport, 3531 Busch Dr., Grandville, MI 49418

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

FINANCIAL IMPACT:

\$231,247 based on 2008 quantities at 2009 quotes.

BUDGET ACTION REQUIRED:

None; funds appropriated in several budgets.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

To: The City Commission Through The City Manager
From: Robert H. Kuhn, Director of Public Works
Date: March 24, 2009
Subject: 2009 Aggregates, Highway Maintenance Materials, and Concrete

Requests for bids to provide road maintenance materials were solicited in *The Chronicle* and from vendors on file. It is recommended that the vendor in bold print supply Public Works with product as needed in 2009. Funds have been appropriated for these purchases.

500 ton H1 & H2 Limestone Chip Blend (\$17.50 in 2008; \$494.34)

Verplank Trucking Co.	PO Box 8, Ferrysburg, MI 49409	\$16.50 per ton, delivered
Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$16.80 per ton, delivered

9,000 ton Road Slag 22-A Natural (\$11.25 in 2008; \$28,251.07)

Verplank Trucking Co.	PO Box 8, Ferrysburg, MI 49409	\$11.27 per ton, delivered
Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$11.82 per ton, delivered

500 tons SylvaX Patching Materials – UPM-CP-7, or ASTM Specification C-136 #9 or Statite CP-6, or similar product (\$82.00 in 2008; \$25,405.20)

Asphalt Paving, Inc.	1000 E. Sherman Boulevard, Muskegon MI 49444-0190	\$90.00 per ton, delivered
Rieth-Riley Construction Co.	867 Egypt Valley, Ada MI 49301	\$120.00 per ton, delivered

50,000 pounds Crack Sealant (block form) (\$0.36 in 2008; \$60,196.76)

ASI Manufacturing, LLC	1805 Industrial Park Dr., Grand Haven, MI 49417	\$0.52 per pound, delivered
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200 ton Bituminous Asphalt 4:12, Base (\$49.00 in 2008; \$899.62)

Asphalt Paving, Inc.	1000 E. Sherman Boulevard, Muskegon MI 49444-0190	\$62.00 per ton, picked up
Rieth-Riley Construction Co.	724 E. Washington, Zeeland, MI	\$54.00 per ton, picked up

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

1,000 ton Bituminous Asphalt 4:12, Top (\$50.00 in 2008; \$54,525.24)

Asphalt Paving, Inc.	1000 E. Sherman Boulevard, Muskegon MI 49444-0190	\$63.00 per ton, picked up
Rieth-Riley Construction Co.	724 E. Washington, Zeeland, MI	\$54.00 per ton, picked up

85,000 gallons Calcium Chloride 38% (road brine) (\$0.42 in 2008; \$20,051.61)

Great Lakes Chloride	1012 E. Freesoil, Free Soil, MI 49660	\$0.47 per gallon, spread
Great Lakes Chloride	1012 E. Freesoil, Free Soil, MI 49660	\$0.42 per gallon, storage

15,000 gallons Calcium Chloride 32% (winter salting) (\$0.35 in 2008; \$0.00)

Great Lakes Chloride	1012 E. Freesoil, Free Soil, MI 49660	\$0.41 per gallon, storage
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500 yards Screened Top Soil (\$10.00 in 2008; \$2,875.95)

Verplank Trucking Co.	PO Box 8, Ferrysburg, MI 49409	\$9.13 per cubic yard, delivered
Felco Contractors, Inc.	856 Pulaski Ave., Muskegon, MI 49441	\$10.00 per cubic yard, delivered
Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$10.00 per ton, delivered

500 ton 2NS Sand (\$6.45 in 2008; \$6,027.41)

Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$6.40 per ton, delivered
Verplank Trucking Co.	PO Box 8, Ferrysburg, MI 49409	\$6.75 per ton, delivered

Concrete mix as needed (7 Sack Mix \$81.00* in 2008, \$32,519.25)

Port City Redi-Mix	\$81.00 per cubic yard, 7 Sack Mix, delivered
1780 Sheridan Road, Muskegon, MI 49442	

Consumers Concrete	\$91.00 per cubic yard, 7 Sack Mix, delivered
4400 E. Evanston Avenue, Muskegon MI 49442	

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

Date: 03/24/09
To: Honorable Mayor and City Commission
From: DPW
RE: Budgeted Vehicle Replacement

SUMMARY OF REQUEST: Approval to purchase two 2009 Ford F-450s.

FINANCIAL IMPACT: \$44,678.00

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase from Vanderhyde Ford.



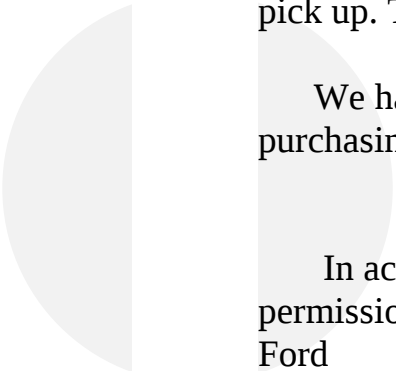
Memorandum

To: Honorable Mayor and City Commissioners

From: DPW

Date: 03/24/09

Re: Budgeted Vehicle Replacement



The Equipment Division has scheduled the replacement of two of our small dump trucks for this year. These vehicles are used for a variety of activities including plowing alleys, many construction projects, and leaf pick up. These trucks will be replacing 1997 model year trucks.

We have requested prices from area dealers as well as the statewide purchasing contracts. Attached is a summary of the bids.

In accordance with established purchasing policy, we are requesting permission to purchase two 2009 Ford F-450 trucks from Vanderhyde Ford

Equipment Purchase - 2009				
	<u>Macomb County</u>	<u>Great Lakes Ford</u>	<u>Fremont Ford</u>	<u>Vanderhyde Ford</u>
	<u>3942 W. Lansing</u>	<u>2469 E. Apple Ave</u>	<u>7148 W. 48th</u>	<u>345 N. Main</u>
<u>Type of Vehicle</u>	<u>Perry Mi 48872</u>	<u>Muskegon Mi 49442</u>	<u>Fremont Mi. 49412</u>	<u>Cedar Springs Mi. 49319</u>
2 F-450 Pickup Trucks	\$22,482.00	\$23,310.00	\$22,391.00	\$22,339.00
Total	\$44,964.00	\$46,620.00	\$44,782.00	\$44,678.00

Date: 03/24/09
To: Honorable Mayor and City Commission
From: DPW
RE: Budgeted Vehicle Replacement

SUMMARY OF REQUEST: Approval to purchase one 2009 Ford F-350 and two Ford F-350 4X4.

FINANCIAL IMPACT: \$56,119.00

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase from Vanderhyde Ford.



Memorandum

To: Honorable Mayor and City Commissioners

From: DPW

Date: 03/24/09

Re: Budgeted Vehicle Replacement



The Equipment Division has scheduled the replacement of three of our one ton construction trucks for this year. One of the four wheel drive trucks will be used in the Cemetery for hauling material and plowing snow. The other four wheel drive will be used by the Water Department for lift station maintenance. The two wheel drive will be used by the Traffic Division for sign repair and maintenance.

We have requested prices from area dealers as well as the statewide purchasing contracts. Attached is a summary of the bids.

In accordance with established purchasing policy, we are requesting permission to purchase one 2009 Ford F-350 and two F-350 4X4 trucks from Vanderhyde Ford

Equipment Purchase - 2009				
	<u>Macomb County</u>	<u>Great Lakes Ford</u>	<u>Fremont Ford</u>	<u>Vanderhyde Ford</u>
	<u>3942 W. Lansing</u>	<u>2469 E. Apple Ave</u>	<u>7148 W. 48th</u>	<u>345 N. Main</u>
<u>Type of Vehicle</u>	<u>Perry Mi 48872</u>	<u>Muskegon Mi 49442</u>	<u>Fremont Mi. 49412</u>	<u>Cedar Springs Mi. 49319</u>
2 F-350 4X4 truck	\$19,430.00	\$20,182.00	\$19,543.00	\$19,212.00
1 F-350 truck	\$17,865.00	\$18,823.00	\$17,739.00	\$17,695.00
Total	\$56,725.00	\$59,187.00	\$56,825.00	\$56,119.00

Date: March 24, 2009
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Request to Apply for a Grant for McGraft Park Building

SUMMARY OF REQUEST: The State of Michigan has received funding to make polling places accessible. It has been determined that the doors entering into the polling place at McGraft Park are inaccessible. Staff is asking permission to apply for a grant to have the doors replaced. It is unknown at this time if there will be a match to the grant and how much it will be. The State will make that determination after all requests have been received; the number of applications they receive will make that determination.

FINANCIAL IMPACT: Quotes have been obtained. The lowest quote is \$22,884.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To authorize staff to submit the paperwork to apply for the grant.



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

VOTING ACCESS FOR INDIVIDUALS WITH DISABILITIES

POLLING PLACE IMPROVEMENT GRANT APPLICATION
(Refer to the Accompanying Instructions)

****This section only needs to be completed once.****

Section I. Jurisdiction Contact Information

COUNTY: Muskegon CITY ☒ TOWNSHIP ☐: Muskegon

CLERK CONTACT INFORMATION	TREASURER CONTACT INFORMATION
Name: <u>Ann Becker</u>	Name: <u>Derrick Smith</u>
Full Address: <u>933 Terrace</u> <u>Muskegon, MI</u>	Full Address: <u>933 Terrace</u> <u>Muskegon, MI</u>
Zip Code: <u>49440</u>	Zip Code: <u>49440</u>
Fax: <u>231-724-4178</u>	Fax: <u>231-724-4178</u>
Phone: <u>231-724-6721</u>	Phone: <u>231-724-6722</u>
Email: <u>ann.Becker@postman.org</u>	Email: <u>Derrick.Smith@postman.org</u>



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

VOTING ACCESS FOR INDIVIDUALS WITH DISABILITIES

POLLING PLACE IMPROVEMENT GRANT APPLICATION
(Refer to the Accompanying Instructions)

*****Complete Sections II, III and IV for *each* polling place location in which funding for improvements is being requested.*****

Section II. Polling Place Information

Polling Place Name:	Mc Graw Park precinct 11	Building Owned/ Controlled by:	City of Michigan
Full Address:			
Precinct Numbers:	precinct 11		

- 1) Do you pay rent or any other costs associated with using the building as a polling place on Election Day? Yes ☐ No ☒
Explain _____
- 2) Does the building owner agree to offset any of the rental/building use costs if a grant award is made? Yes ☐ No ☐ N/A ☒
Explain _____
- 3) Would you and/or the building owner be agreeable to an external survey of the building if we determine one is needed? Yes ☒ No ☐ N/A ☐
- 4) Do you commit to using this building as a polling place for the next three even-year November general elections? Yes ☒ No ☐ N/A ☐ (You must agree to this stipulation in order for this location to be eligible for a grant award.)



STATE OF MICHIGAN
TERRELLYN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

VOTING ACCESS FOR INDIVIDUALS WITH DISABILITIES

POLLING PLACE IMPROVEMENT GRANT APPLICATION
(Refer to the Accompanying Instructions)

****A detailed description of each category is included in the instructions.****

****Provide a description of each *individual* improvement to be completed within each category.****

****Include pictures of the area in which funding for improvements is requested prior to the completion of the improvements.****

****Attach written estimates or bids to support the cost estimates.****

Section III. Type of Improvement and Project Estimates

Parking Description of Each Improvement	Estimated Cost	Estimated Completion Date	Were bids solicited?
1.			Yes ☐ No ☐
2.			Yes ☐ No ☐
3.			Yes ☐ No ☐
4.			Yes ☐ No ☐

Section III. Continued

Passenger Drop Off Area Description of Each Improvement:	Estimated Cost	Estimated Completion Date	Were bids solicited?
1.			Yes ☐ No ☐
2.			Yes ☐ No ☐
3.			Yes ☐ No ☐
4.			Yes ☐ No ☐

Exterior Path of Travel/Sidewalks Description of Each Improvement:	Estimated Cost	Estimated Completion Date	Were bids solicited?
1.			Yes ☐ No ☐
2.			Yes ☐ No ☐
3.			Yes ☐ No ☐
4.			Yes ☐ No ☐

Section III. Continued

Building Entrance Description of Each Improvement:	Estimated Cost	Estimated Completion Date	Were bids solicited?
1. Replace doors at entrance to Building	\$22,884	within 90 days of approval	Yes ☒ No ☐
2.			Yes ☐ No ☐
3.			Yes ☐ No ☐
4.			Yes ☐ No ☐

Interior Path of Travel/Hallways Description of Each Improvement:	Estimated Cost	Estimated Completion Date	Were bids solicited?
1.			Yes ☐ No ☐
2.			Yes ☐ No ☐
3.			Yes ☐ No ☐
4.			Yes ☐ No ☐

Voting Area Description of Each Improvement:	Estimated Cost	Estimated Completion Date	Were bids solicited?
1.			Yes ☐ No ☐
2.			Yes ☐ No ☐
3.			Yes ☐ No ☐
4.			Yes ☐ No ☐



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

VOTING ACCESS FOR INDIVIDUALS WITH DISABILITIES

POLLING PLACE IMPROVEMENT GRANT APPLICATION
(Refer to the Accompanying Instructions)

Section IV. Summary of Cost for Polling Place Improvements

****You must attach written estimates/bids to support estimates.****

Estimated Cost of All Improvements Combined for this Polling Place:
\$22,884
Estimated Start Date of First Improvement:
within 30 days of acceptance of grant
Estimated Completion Date of all Improvements:
within 90 days of acceptance of grant

I hereby certify that the information provided in this application is true to the best of my knowledge.



Signature of Authorized Official

3-18-09

Date

QUOTATION / BID
AUTOMATIC EQUIPMENT
SALES & SERVICE, INC.

5110 West River Drive NE 1 Comstock Park, MI 49321

Phone (616) 784-9645 1 Fax (616) 784-5781

QUOTATION NO.
020509-1NB

February 5, 2009

To: City of Muskegon
Attn: JR Gann
Job Reference: McGraft Park

WE ARE PLEASED TO QUOTE THE FOLLOWING:

- 2 Stanley Magic Force automatic door operators. Surface applied. Clear anodized finish.
- 4 PBS1 hardwired push plate switches.
- 1 Bollard post.

TOTAL COST OF MATERIAL AND INSTALLATION IS\$3,434.00

Option: For a remote push plate switch on the bollard post in lieu of hardwired please add.....\$103.00

Option: For four remote push plate switches in lieu of hardwired please add.....\$329.00

NOTES:

- Quotation good for 30 days.
- Electric to operators and low voltage to switches by others.
- Electric to be ready at time of installation.

THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS SHOWN ON THIS AND OTHER PAGES AND IS SUBJECT TO REVISION OR WITHDRAWAL IF NOT ACCEPTED WITHIN 30 DAYS AFTER DATE OF BID.

Terms net 30 days for material delivered and work performed as of invoice date. Balance in full upon completion of this contract.

ACCEPTED: _____
Company

By: _____

Title: _____

Date: _____

AUTOMATIC EQUIPMENT
SALES & SERVICE, INC.

BY: _____
Nick Budnick



Phone (231) 777-2681 Fax (231) 777-2506
1461 Evanston Avenue
Muskegon, Michigan 49442-5398

REVISED PROPOSAL

Muskegon City Hall

ATTN: JR Gann

Fax 231-724-6028, E. jr.gann@postman.org

February 10, 2009 March 2, 2009

Re: McGraft Park entrance

Dear J R:

Tridonn Construction proposes to furnish all labor, materials, equipment, safety aids, insurance's and cleanup necessary to complete the renovation to the entrance of the McGraft Park community building including the removal and replacement of concrete slab, new footings and foundation, removal and disposal of existing wood structure, replace with similar wood structure and new hollow metal double door & frame for ADA access, installation of new ADA electric door openers (owner provided), replace existing electrical in the entrance (upgrade to code standards), painting, architectural fees and permits.

Not included: Mechanical, Plumbing, Roofing

- * As requested to install face brick in lieu of wood siding at the entrance to McGraft Park Community building
ADD to base bid \$3,700.00.

All of the above work to be completed in a substantial and workmanlike manner for the sum of
FIFTEEN THOUSAND SEVEN HUNDRED FIFTY AND XX/100 ----- (\$ 15,750.00) Dollars

Payments to be made as follows: ALL BILLINGS WILL BE MADE BETWEEN THE 1st AND 10th OF THE
MONTH FOR WORK DONE AND MATERIALS USED THE PRECEDING MONTH. PAYMENT TO BE MADE WITHIN
TEN DAYS FROM BILLING DATE.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

The Contractor agrees to carry Worker's Compensation and Public Liability Insurance, also to pay all Sales Taxes, FICA Taxes and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

Respectfully submitted,

Ross M Falkowski

Ross M. Falkowski/Estimator

Contractor

This proposal is subject to your
acceptance within 30 days.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date _____ 20____

White - ORIGINAL

Yellow - ACKNOWLEDGMENT

Pink - CONTRACTOR

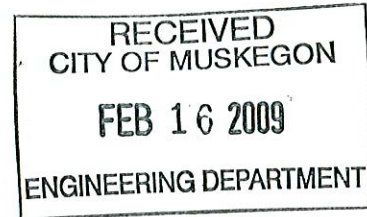
Gann, JR

From: Bob Herrmann [cbuck1@gte.net]
Sent: Wednesday, February 25, 2009 3:02 PM
To: Gann, JR
Subject: ESTIMATE: McGraft Park Vestibule

Hi JR....after discussing this project with the carpenter that you met with at McGraft Park, I put together a quote for the construction of your vestibule. Our price is \$ 17300.00 for all of the demolition, the new concrete, framing, steel siding, light fixture, double doors / frame/ hardware, painting, and clean up. Please call me if you need any clarifications or questions...thank you.

ROBERT G. HERRMANN
Vice President
Clifford Buck Construction Co., Inc.
500 Irwin Avenue
Muskegon, MI 49442
Ph - 231-726-4913 Fax 231-728-7410

2/25/2009



February 12, 2009

Mr. J. R. Gann
City of Muskegon
933 Terrace Street
P. O. Box 536
Muskegon, MI 49443-0536

Re: Reconstruct Pavilion Entry Vestibule at McGraft Park

Dear Mr. Gann,

We are pleased to submit our quotation as requested for the reconstruction of the entry vestibule to the pavilion at McGraft Park.

- demo existing vestibule walls and pair of doors; dispose of
- leave inner pair of doors and roof structure in place
- cut out concrete pavement and construct new foundation walls
- replace concrete around new foundation walls (new vestibule floor to be concrete)
- construct new wood-framed vestibule walls (new vestibule to be one foot larger than existing - front to back)
- insulate new vestibule walls and existing ceiling structure
- furnish and install paneling inside vestibule on walls and ceiling
- furnish and install cement-board siding (or similar) outside
- furnish and install one new pair of hollow metal entry doors with windows
- new doors to have panic / exit devices, kickplates and weatherstripping
- automatic door openers (and electrical power) to be provided by others
- provide all painting / staining work
- provide one new interior light and one new exterior light (with switches)
- provide new emergency exit sign / light
- provide GFCI receptacle
- provide all supervision, tools, equipment, clean-up, etc. as required
- provide building permit and required drawings



Building Since 1929

Our total cost for the above work is \$21,472. As an alternate, if facebrick is desired in lieu of cement-board siding, add \$3,750.

Again, we appreciate the opportunity to present this quotation. If we can be of further assistance, please call.

Sincerely,

MUSKEGON CONSTRUCTION CO.

A handwritten signature in black ink that reads "Thomas J. Lambert". The signature is written in a cursive, flowing style.

Thomas J. Lambert

pc: TJL
file



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

POLLING PLACE IMPROVEMENT GRANT APPLICATION
SECTION DESCRIPTIONS

SECTION I. JURISDICTION CONTACT INFORMATION

Section I needs to be completed only once per jurisdiction.

- In this section, complete contact information for your jurisdiction's clerk and treasurer must be provided.

SECTION II. POLLING PLACE INFORMATION

Section II needs to be completed for each location for which funding for improvements is being requested.

- Section II provides basic information regarding the polling place name and location.

SECTION III. TYPE OF IMPROVEMENT AND PROJECT ESTIMATES

Section III needs to be completed for each location for which funding for improvements is being requested.

- You must itemize each improvement under one of six categories and provide the following: 1) the estimated cost for the improvement, 2) written estimates or bids to support your estimated cost for individual projects exceeding \$2,500, 3) the estimated completion date of the improvement and 4) pictures of the area for which you seek improvements prior to the completion of the needed improvements. (Reimbursements will be issued for the lesser of 1) the actual expenditure of *each individual* improvement *within each category* or 2) the amount awarded for *each individual* improvement *within each category*.)
- Each category has space for four improvements to be listed. If you have additional improvements in a particular category, an additional row can be added.
- The categories under Section III correspond to the Polling Place Accessibility Checklist categories. A brief explanation of each category is provided below. Please note that you will need to refer to the Checklist to confirm the complete range of requirements for each category under the Americans with Disabilities Act.

Parking

Parking refers to the space made available for parking vehicles. Improvements made under "Parking" may include, but are not necessarily limited to:

- Increasing the total number of accessible parking spaces at a particular location.
- Adding or improving signage used to identify the accessible parking spaces.
- Adjusting the width of the accessible parking spaces.
- Repairing damage to the parking lot that could create an obstacle, i.e., loose gravel or concrete.

Passenger Drop-Off Area

The Passenger Drop-Off Area, if the location has one, is an area at which a vehicle may pull up closer to the building to allow a person to exit the vehicle and have a shorter distance to travel into the building. Improvements under "Passenger Drop-Off Area" may include, but are not necessarily limited to:

- Constructing curb cuts and ramps, if needed.
- Leveling the drop-off area.
- Adjusting the width and slope of curb ramps.
- Repairing loose gravel or concrete.

Exterior Path of Travel/Sidewalks

Exterior Path of Travel/Sidewalks refers to the route an individual must travel from the exterior of the building up to the building entrance. The path of travel could begin at any parking space (including the accessible parking space), a passenger drop-off area located close to the building or a drop-off location where a person can exit public transportation. Improvements under "Exterior Path of Travel/Sidewalks" may include, but are not necessarily limited to:

- Constructing curb cuts.
- Widening or repairing sidewalks.
- Constructing ramps (if a voter must negotiate steps in order to enter the building).
- Widening ramps.
- Repairing loose gravel or concrete.

Building Entrance

The Building Entrance refers to the accessible door a voter would use to enter the building in which voting is taking place. There must be a fully accessible path of travel from the exterior of the building to the accessible entrance. Improvements under "Building Entrance" may include, but are not necessarily limited to:

- Widening doorways.
- Installing new door hardware to facilitate the opening of doors (this may include new doorknobs or electronic openers).
- Leveling thresholds.
- Widening the interior and exterior clear space.

SECTION A: PARKING SPACES CHECKLIST

ADA STANDARD	Complies?
A1. If parking is available, count the total number of parking spaces provided for the polling place. Are the minimum number of accessible parking spaces provided, based on the total number of available parking spaces (see table below)? If more than 75, see the ADA Standards for Accessible Design, section 4.1.2, for the number of accessible parking spaces.	☐ YES ☐ NO ☐ N/A

Total Spaces for Polling Place	Required Minimum Number of Accessible Spaces
1-25	1 van-accessible space w/ min. 96 inch wide access aisle
26-50	1 space w/ min. 60 inch wide access aisle + 1 van-accessible space
51-75	2 spaces w/ min. 60 inch wide access aisle + 1 van-accessible space

A2.	Does each accessible parking space have its own, or share an adjacent access aisle that is least 60 inches (5 feet) wide? [ADA Stds 4.6.3]	☒ YES ☐ NO ☐ N/A
A3.	Is there at least one van-accessible parking space provided with an access aisle that is at least 96 inches (8 feet) wide or are universal parking spaces provided with a 132 inch (11feet) wide vehicle space and a 60-inch (5 feet) wide access aisle? ADA Stds 4.1.2(5), A4.6]	☒ YES ☐ NO ☐ N/A
A4.	For van-accessible spaces, is there vertical clearance of at least 98 inches (8 feet -2 inches) for the vehicle route to the parking space, the parking space, the access aisle and along the vehicle route to the exit? [ADA Stds 4.6.5]	☒ YES ☐ NO ☐ N/A
A5.	Are all accessible parking spaces, including the access aisle, relatively level (1 inch of rise for every 50 inches of length or 2%) in all directions? [ADA Stds 4.6.3]	☒ YES ☐ NO ☐ N/A
A6.	Does each accessible parking space have a sign with the symbol of accessibility that is visible when a vehicle is parked in the space? [ADA Stds 4.6.4]	☒ YES ☐ NO ☐ N/A
A7.	If there is a curb between the access aisle and the accessible route to the building, is there a curb ramp? [ADA Stds 4.7]	☒ YES ☐ NO ☐ N/A

A7a.	If you answered "yes" to A7 above, is the ramp surface at least 36" wide, excluding flared sides? [ADA Std 4.7.3]	☒ YES ☐ NO ☐ N/A
A7b.	If you answered "yes" to A7 above, is the slope (up or down the ramp) no more than one inch of vertical height for each 12 inches of length? [ADA Std 4.7.2]	☒ YES ☐ NO ☐ N/A
A8.	Are the accessible parking spaces serving the voting area on the shortest accessible route to the accessible entrance? [ADA Std 4.6.2]	☒ YES ☐ NO ☐ N/A
A9.	Does each access aisle connect to an accessible route from the parking area to the accessible building entrance? [ADA Std 4.6.2]	☒ YES ☐ NO ☐ N/A

SECTION B: PASSENGER DROP-OFF AREAS CHECKLIST

ADA STANDARD		COMPLIES?
B1.	Is a relatively level (1 inch of vertical height for every 50 inches of length) access aisle provided adjacent and parallel to the side of the vehicle pull-up area? [ADA Std 4.6.6]	☒ YES ☐ NO ☐ N/A
B2.	Is the vehicle space relatively level (2% maximum slope in all directions)?	☒ YES ☐ NO ☐ N/A
B3.	Is the area for the access aisle at least 5-feet wide and 20-feet long? [ADA Std 4.6.6] <i>Note: Unlike an accessible parking space, the surface for the access aisle does not have to be marked or striped.</i>	☒ YES ☐ NO ☐ N/A
B4.	Is the vertical height for the vehicle route to the loading zone, the drop off area, and the exit at least 114 inches (9 feet 6 inches) in height? [ADA Std 4.6.5]	☒ YES ☐ NO ☐ N/A
B5.	Is a curb ramp provided between the vehicle pull up area and the access aisle or the access aisle and the accessible route to the accessible entrance? [ADA Std 4.6.6]	☒ YES ☐ NO ☐ N/A
B6.	If a curb ramp is provided, is the slope of the ramp surface (not counting the side flares) no more than one inch of vertical height for each 12 inches of length? [ADA Std 4.7.2]	☒ YES ☐ NO ☐ N/A

B7.	Is the width of the curb ramp surface at least 36 inches? [ADA Std 4.7.3]	☒ YES ☐ NO ☐ N/A
B8.	Does an accessible route connect the curb ramp to the accessible entrance? [ADA Std 4.1.2(1)]	☒ YES ☐ NO ☐ N/A

SECTION C: SIDEWALKS AND WALKWAYS CHECKLIST

ADA STANDARD		COMPLIES?
C1.	Is an accessible route provided from accessible parking spaces to the accessible entrance of the building? [ADA Std 4.1.2(1), 4.3] <i>Note: If the accessible route crosses a vehicular route, a marked crosswalk should be used.</i>	☒ YES ☐ NO ☐ N/A
C2.	Is an accessible route provided from public sidewalks and public transportation stops on the polling site (if provided) to the accessible entrance of the building? [ADA Std 4.1.2(1)]	☒ YES ☐ NO ☐ N/A
C3.	Is the accessible route at least 36 inches wide?	☒ YES ☐ NO ☐ N/A
C4.	Is the accessible route free of steps and abrupt level changes over 1/2 inch? <i>Note: Level changes between 1/4 inch and 1/2 inch should be beveled.</i>	☒ YES ☐ NO ☐ N/A
C5.	Where an accessible route crosses a curb is a curb ramp provided?	☒ YES ☐ NO ☐ N/A
C5a.	If you answered "yes" to C5 above, is the ramp surface at least 36 inches wide, excluding flared sides? [ADA Std 4.7.3]	☒ YES ☐ NO ☐ N/A
C5b.	If you answered "yes" to C5 above, is the slope (up or down the ramp) no more than is one inch of vertical height for 12 inches of length? [ADA Std 4.7.2]	☒ YES ☐ NO ☐ N/A
C6.	If the slope of part of the accessible route is greater than one inch of vertical height for 20 inches of length, does this part meet the following requirements for an accessible ramp:	

C6a.	Is the ramp slope no greater than 1 inch of vertical height for every 12 inches of length? [ADA Std 4.8.2] <i>Note: For existing ramps, the slope may be (1 inch of vertical height for every 10 inches of length for a 6 inch rise and 1 inch of vertical height for every 8 inches of length for a 3 inch rise in special circumstances (see ADA Std 4.1.6(3))).</i>	☐ YES ☐ NO ☒ N/A
C6b.	Is the ramp width, measured between handrails, at least 36 inches? [ADA Std 4.8.3]	☐ YES ☐ NO ☒ N/A
C6c.	Does the ramp have a level landing at the top and bottom of each ramp section that is at least 60 inches long? [ADA Std 4.8.4] <i>Note: The level landing may be part of the sidewalk or walking surface.</i>	☐ YES ☐ NO ☒ N/A
C6d.	If a ramp is more than 30 feet long, is a level landing at least 60 inches long provided for every 30 feet of horizontal length? [ADA Std 4.8.4] <i>Note: When the running slope is less than one inch of vertical height for every 12 inches of length and more than one inch of vertical height for every 20 inches of length, each ramp segment may be up to 40 feet long followed by a level landing.</i>	☐ YES ☐ NO ☒ N/A
C6e.	Is a level landing, at least 60 inches by 60 inches, provided where a ramp changes direction? [ADA Std 4.8.4]	☐ YES ☐ NO ☒ N/A
C6f.	Are the handrails mounted between 34 and 38 inches above the ramp surface? [ADA Std 4.8.5]	☐ YES ☐ NO ☒ N/A
C6g.	If the ramp or landing has a vertical drop-off on either side of the ramp, is edge protection provided? [ADA Std 4.8.7]	☐ YES ☐ NO ☒ N/A

SECTION D: BUILDING ENTRANCE CHECKLIST

ADA STANDARD		COMPLIES?
D1.	Is there at least one accessible entrance connected to an accessible route? [ADA Std 4.1.3(1)] <i>Notes: If this entrance is not the main entrance, it needs to be kept unlocked during voting hours. If there are inaccessible entrances serving the polling place, signs will be needed at inaccessible entrance(s) to direct voters to the nearest accessible entrance.</i>	☒ YES ☐ NO ☐ N/A

D2.	Does at least one door or one side of a double leaf door at the accessible entrance provide at least 32 inches of clear passage width when the door is open 90 degrees?	☒ YES ☐ NO ☐ N/A
D3.	Is the door hardware (e.g., lever, pull, panic bar) usable with one hand without tight grasping, pinching, or twisting of the wrist? [ADA Std 4.13.9]	☒ YES ☐ NO ☐ N/A
D4.	On the pull side of the door, is there at least 18 inches clearance provided to the side of the latch if the door is not automatic or power-operated? [ADA Std 4.13.6] <i>Note: The maximum threshold height is 1/2 inch for new construction.</i>	☒ YES ☐ NO ☐ N/A
D5.	If there is a raised threshold, is it no higher than 3/4 inch at the door and beveled on both sides? [ADA Std 4.1.6(3)(d)(ii), 4.13.8]	☒ YES ☐ NO ☐ N/A
D6.	If an entry has a vestibule, is there a 30-inch by 48-inch clear floor space inside the vestibule where a wheelchair or scooter user can be outside the swing of a hinged door? [ADA Std 4.13.7]	☐ YES ☒ NO ☐ N/A

SECTION E: HALLS AND CORRIDORS CHECKLIST

ADA STANDARD		COMPLIES?
E1.	Is there an accessible route, at least 36 inches wide that connects the accessible entrance to the voting area (the accessible route may narrow to 32 inches wide for up to 2 feet of length)?	☒ YES ☐ NO ☐ N/A
E2.	Is the accessible route free of steps and abrupt level changes over 1/2 inch (level changes between 1/4 inch and 1/2 inch should be beveled)? [ADA Std 4.1.3(1), 4.3.8]	☒ YES ☐ NO ☐ N/A
E3.	Does the route from the accessible entrance to the voting area change levels using a ramp, lift or elevator? <i>If N/A, go to question E-7.</i>	☐ YES ☒ N/A
E3a.	If you answered "yes" to E3 above, is a ramp or sloped hallway provided? If yes, go to question E-4. <i>Note: A ramp, lift, or elevator can be used to provide access to floor levels.</i>	☐ YES ☐ N/A
E3b.	If you answered "yes" to E3 above, is an elevator provided or lift provided? If an elevator is provided, go to question E-5. If a lift is provided, go to question E-6.	☐ YES ☐ N/A

E4.	Where the slope of the accessible route is greater than 1 inch of vertical height for every 20 inches of length, does this part of the accessible route meet the following requirements for an accessible ramp:	
E4a.	Is the slope no greater than 1 inch of vertical height for every 12 inches of length? [ADA Stds 4.8.2] <i>Note: For existing ramps, the slope may be 1 inch of vertical height for every 10 inches of length for a 6 inch rise and 1 inch of vertical height for every 8 inches of length for a 3 inch rise in special circumstances, see ADA Standards 4.1.8(3).</i>	☐ YES ☐ NO ☒ N/A
E4b.	Is the ramp width, measured between handrails, at least 36 inches? [ADA Stds 4.8.3]	☐ YES ☐ NO ☒ N/A
E4c.	Are the handrails mounted between 34 and 38 inches above the ramp surface? [ADA Stds 4.8.5]	☐ YES ☐ NO ☒ N/A
E4d.	If a ramp is more than 30 feet long, is a level landing at least 60 inches long provided every 30 feet of horizontal length? [ADA Stds 4.8.4] <i>Note: When the running slope is less than one inch of vertical height for every 12 inches of length and more than one inch of vertical height for every 20 inches of length, each ramp segment may be up to 40 feet long followed by a level landing.</i>	☐ YES ☐ NO ☒ N/A
E4e.	Does the ramp have a level landing at the top and bottom of each ramp section that is at least 60 inches long? [ADA Stds 4.8.4] <i>Note: The level landing may be part of the sidewalk or walking surface.</i>	☐ YES ☐ NO ☒ N/A
E4f.	Is a level landing, at least 60 inches by 60 inches, provided where a ramp changes direction? [ADA Stds 4.8.4]	☐ YES ☐ NO ☒ N/A
E4g.	If the ramp or landing has a vertical drop-off on either side of the ramp, is edge protection provided? [ADA Stds 4.8.7]	☐ YES ☐ NO ☒ N/A
E5.	Is an elevator provided to access the voting area level?	☐ YES ☒ N/A
E5a.	Are the elevator call buttons mounted in an accessible location with the centerlines at 42 inches above the floor? [ADA Stds 4.10.3]	☐ YES ☐ NO ☐ N/A
E5b.	Does the floor area of the elevator car provide space for wheelchair users to enter, reach the controls, and exit the car? [ADA Stds 4.10.9]	☐ YES ☐ NO ☐ N/A

E5c.	Are the highest floor control buttons in the elevator cab mounted no more than 54 inches above the floor for a side reach or 48 inches for forward reach?	☐ YES ☐ NO ☐ N/A
E5d.	Are raised letters and Braille characters used to identify each floor button and each control? [ADA Stds 4.10.12]	☐ YES ☐ NO ☐ N/A
E5e.	Are signs mounted on both sides of the elevator hoistway door opening that designate the floor with 2-inch minimum-height raised letters and Braille characters centered at 60 inches above the floor? [ADA Stds 4.10.5]	☐ YES ☐ NO ☐ N/A
E5f.	Is the elevator equipped with audible tones or bells or verbal annunciators that announce each floor as it is passed? [ADA Stds 4.10.13]	☐ YES ☐ NO ☐ N/A
E6.	If a wheelchair lift is provided, does it meet the following requirements:	
E6a.	Is the lift operational at the time of the survey?	☐ YES ☐ NO ☒ N/A
E6b.	Is the change in level from the floor to the lift surface ramped or beveled?	☐ YES ☐ NO ☒ N/A
E6c.	Is there at least a 30-inch by 48-inch clear floor space on the wheelchair lift?	☐ YES ☐ NO ☒ N/A
E6d.	Does the lift allow a wheelchair user unassisted entry, operation, and exit?	☐ YES ☐ NO ☒ N/A
E6e.	Are the controls and operating mechanisms mounted no more than 54 inches above the floor for a side reach or 48 inches for a forward reach?	☐ YES ☐ NO ☒ N/A
E6f.	Are the controls and operating mechanisms usable with one hand without tight grasping, pinching, or twisting?	☐ YES ☐ NO ☒ N/A

E7.	At each location on the way to the voting area where the accessible route passes through a door or doors, does <u>at least one door</u> meet all of the following requirements (E7a through E7d)?	☐ YES ☒ NO ☐ N/A
E7a.	The clear width for the door opening is at least 32 inches measured when the door is open 90 degrees. [ADA Stds 4.1.3(7), 4.13.5]	✓
E7b.	The door hardware (e.g., lever, pull, push, panic bar) is usable with one hand, without tight grasping, pinching, or twisting of the wrist, to allow people who may not be able to easily use one or both hands to fully operate the hardware. [ADA Stds 4.13.9]	✓
E7c.	There is clear maneuvering floor space in front of each accessible door. In addition, on the pull side, there is at least 18 inches clear floor space beyond the latch side of the door. [ADA Stds 4.13.6]	
E7d.	No more than 5 pounds of force is needed to push or pull open the accessible door. <i>Note: Fire doors are still considered to be accessible if they have the minimum opening force allowable by the appropriate administrative authority.</i>	✓

SECTION F: VOTING AREA CHECKLIST

ADA STANDARD		COMPLIES?
F1.	Is there an accessible entrance to the voting area?	☒ YES ☐ NO ☐ N/A
F2.	Within the voting area, is adequate space available on the accessible level for check-in tables, a voting demonstration area (if provided), and at least one accessible voting station?	☒ YES ☐ NO ☐ N/A
F3.	Is the voting area free of objects that protrude from the side more than 4 inches into the route with the bottom of the object more than 27 inches above the floor? [ADA Stds. 4.4] <i>Note: These objects may be wall mounted or free standing. Items to check include wall-mounted fire extinguishers, light fixtures, coat hooks, shelves, and display cases.</i>	☒ YES ☐ NO ☐ N/A
F4.	Is the voting area free of overhead objects that voters may pass under with the bottom edge lower than 80 inches above the floor?	☒ YES ☐ NO ☐ N/A

End of Checklist



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

VOTING ACCESS FOR INDIVIDUALS WITH DISABILITIES
*****POLLING PLACE IMPROVEMENT GRANT PROGRAM*****

The Michigan Department of State has been awarded funds from the Department of Health and Human Services to improve accessibility to and participation in the elections process for voters with disabilities. This grant program is funded through Title II, Section 261, of the Help America Vote Act (HAVA), CFDA 93-617. The Secretary of State's Bureau of Elections is responsible for overseeing the grant process.

A portion of these funds have been allocated to assist cities and townships in making polling places accessible to individuals with disabilities according to the requirements of the Americans with Disabilities Act as it pertains to polling places. Providing accessibility for all voters is a requirement for all polling places.

If the polling places in your jurisdiction cannot be made accessible, you must find an alternate location. You can also obtain information regarding temporary solutions on Election Day on the Department of Justice's ADA Web site at www.ada.gov.

REQUIREMENTS

To apply to receive financial assistance for polling place accessibility improvements, the following requirements must be completed:

1. Complete and submit the following documents:
 - a) The **Polling Place Accessibility Checklist** must be completed for each polling place location. Grant awards *will not* be considered unless a completed Polling Place Accessibility Checklist for the polling place location involved is received. The checklist can be accessed on the Bureau of Elections' Web Site at www.Michigan.gov/sos. (Click on "Elections in Michigan." Next click on "Information for Election Administrators.")

Please note that a number of disability advocacy organizations throughout the state have volunteered to assist clerks in surveying their polling places and completing the checklists. A listing of the volunteers and their contact information is provided on the Bureau of Elections' website along with the Polling Place Accessibility Checklist. (See instructions above to access the document on the website.)

At least one volunteer is listed for each county. We strongly encourage you to partner with a volunteer when conducting the survey. In addition, you may also contact the Michigan Protection and Advocacy Service (MPAS) if you have questions related to the survey checklist or accessibility issues in general. MPAS can be contacted at: (800) 288-5923 (Lansing) or (800) 414-3956 (Livonia).

- b) Section I of the **Polling Place Improvement Grant Application** must be completed. If financial assistance for polling place accessibility improvements is being requested for multiple polling place locations, Section I of the Polling Place Grant Application only needs to be completed once.
 - c) Sections II through IV of the **Polling Place Improvement Grant Application** must be completed for each polling place location in which funds are being requested.
2. Carefully read the “Section Descriptions” before completing the Polling Place Improvement Grant Application.
 3. Include pictures of the area for which funding for improvements is being requested *prior to* the completion of the needed improvements. Pictures of improvements after the completion of the needed improvements will need to be submitted when requesting reimbursement.
 4. A Polling Place Accessibility Checklist and Polling Place Improvement Grant Application for each polling location included in the financial assistance request must be received no later than May 1, 2009. Documents can be submitted as follows:

David Foster
Michigan Department of State
Bureau of Elections
P.O. Box 20126
Lansing, Michigan 48901-0726
Phone: (517) 373-2540
Email: fosterd2@Michigan.gov

REVIEW AND GRANT AWARD PROCESS

1. After we receive your jurisdiction’s Polling Place Improvement Grant Application, we will review your application to determine whether your intended improvements are eligible for reimbursement under this program.
2. Applications will be reviewed by the Bureau of Elections in the order they are received. Grants will be awarded based upon the availability of funds.
3. If your application is approved, we will notify you of the maximum grant award you are eligible to receive. We will also provide you with a Grant Agreement and Authorized Work Plan that you must promptly sign and return in order to secure your grant award. As the total amount of grant funds available is limited, the full cost of your improvements may not be covered by this grant program. Therefore, some amount of funding may be required at the local level to cover the cost of improvements. **NOTE: Projects that you have already started and/or completed *do not* qualify for reimbursement under this program.**

4. Payments will be issued on a reimbursement basis only. If your improvements are approved for reimbursement under the program, you will be required to complete the improvements, provide detailed receipts or detailed invoices with evidence of payment prior to receiving reimbursement. Reimbursements will be issued for the lesser of 1) the actual expenditure of *each individual improvement within each category* or 2) the amount awarded for *each individual improvement within each category*.
5. This program is available to city and township clerks only. We understand that many of the buildings used as polling places throughout the state are not owned or controlled by the local jurisdiction. If a grant award is sought for improvements to buildings that are not owned or controlled by the city or township, arrangements must be made between the local jurisdiction and the building ownership or management to allow for issuing reimbursements to the local jurisdiction.
6. Any polling place for which financial assistance is provided through this grant program must be used as a polling place for a minimum of three even-year November general elections following the issuance of the grant. You will be required to commit to this in the Grant Agreement provided with your grant award announcement.
7. You are responsible for having knowledge of and complying with any local ordinances or historical site requirements that may be relevant to your intended improvements.
8. Please note that regardless of the amount of reimbursement a jurisdiction may or may not be eligible to receive, it is still required that polling places meet the requirements of the Americans with Disabilities Act as specified in the Polling Place Accessibility Checklist.

FEDERAL AND STATE GUIDELINES RELATING TO IMPROVEMENT COSTS

If your application is approved, we will provide you with a detailed Grant Agreement that you must sign and return before we issue a reimbursement. However, following are federal and state guidelines to be aware of as you plan your improvements. (This list does not encompass all legal requirements.)

1. To ensure that costs are reasonable, your jurisdiction (the “grantee”) must solicit competitive bids whenever possible. At least three competitive bids are required for all improvements over \$25,000. Two bids are required for improvements under \$25,000 and greater than \$2,500. Bids must be obtained from independent third parties. For all bids, the grantee must avoid the appearance or occurrence of a conflict of interest.
2. Grantees may not procure services from businesses or individuals that are debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs. When possible, Grantees must take appropriate affirmative steps to support minority business firms, women’s business enterprises, and labor surplus area firms and shall give preference in procurement to the purchase of specific products containing recycled materials (as identified in the guidelines published by the U.S. Environmental Protection Agency).

3. To the fullest extent possible, all equipment and products purchased with these funds should be American made.
4. Grantees will be required to attest to the intent of the grantee to comply with the following federal guidelines:
 - a. The Certification Regarding Lobbying, (45 CFR Part 93) may be found at http://www.acf.hhs.gov/grants/grants_resources.html.
 - b. The Certification Regarding Drug-Free Work Place (45 CFR Part 76) may be found at http://www.acf.hhs.gov/grants/grants_resources.html
 - c. The Debarment Certification may be found at http://www.acf.hhs.gov/grants/grants_resources.html.
 - d. Certification Regarding Environmental Tobacco Smoke may be found at http://www.acf.hhs.gov/grants/grants_resources.html.
 - e. OMB Circulars can be obtained from the United States Office of Management and Budget's website at: www.whitehouse.gov/omb/grants/grants_circulars.html
 - i. OMB Circular A-87 "Cost Principles for State and Local Governments." This circular outlines the cost principles to be employed by State and Local Governments.
 - ii. OMB Circular A-102 "Grants and Cooperative Agreements With State and Local Governments." This circular outlines the administrative requirements for State and Local Governments.
 - iii. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." This circular outlines the audit requirements for State and Local Governments.
5. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects funded in whole or in part by federal money, all grantees shall clearly state:
 - a) the percentage of the total costs of the program or projects which will be financed with federal money;
 - b) the dollar amount of federal funds for the project or program; and
 - c) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

POLLING PLACE IMPROVEMENT GRANT APPLICATION
***** SECTION DESCRIPTIONS*****

SECTION I. JURISDICTION CONTACT INFORMATION

Section I needs to be completed only once per jurisdiction.

- In this section, complete contact information for your jurisdiction's clerk and treasurer must be provided.

SECTION II. POLLING PLACE INFORMATION

Section II needs to be completed for each location for which funding for improvements is being requested.

- Section II provides basic information regarding the polling place name and location.

SECTION III. TYPE OF IMPROVEMENT AND PROJECT ESTIMATES

Section III needs to be completed for each location for which funding for improvements is being requested.

- You must itemize each improvement under one of six categories and provide the following: 1) the estimated cost for the improvement, 2) written estimates or bids to support your estimated cost for individual projects exceeding \$2,500, 3) the estimated completion date of the improvement and 4) pictures of the area for which you seek improvements prior to the completion of the needed improvements. (Reimbursements will be issued for the lesser of 1) the actual expenditure of *each individual* improvement *within each category* or 2) the amount awarded for *each individual* improvement *within each category*.)
- Each category has space for four improvements to be listed. If you have additional improvements in a particular category, an additional row can be added.
- The categories under Section III correspond to the Polling Place Accessibility Checklist categories. A brief explanation of each category is provided below. Please note that you will need to refer to the Checklist to confirm the complete range of requirements for each category under the Americans with Disabilities Act.

Parking

Parking refers to the space made available for parking vehicles. Improvements made under **“Parking”** may include, but are not necessarily limited to:

- Increasing the total number of accessible parking spaces at a particular location.
- Adding or improving signage used to identify the accessible parking spaces.
- Adjusting the width of the accessible parking spaces.
- Repairing damage to the parking lot that could create an obstacle, i.e., loose gravel or concrete.

Passenger Drop-Off Area

The Passenger Drop-Off Area, if the location has one, is an area at which a vehicle may pull up closer to the building to allow a person to exit the vehicle and have a shorter distance to travel into the building. Improvements under **“Passenger Drop-Off Area”** may include, but are not necessarily limited to:

- Constructing curb cuts and ramps, if needed.
- Leveling the drop-off area.
- Adjusting the width and slope of curb ramps.
- Repairing loose gravel or concrete.

Exterior Path of Travel/Sidewalks

Exterior Path of Travel/Sidewalks refers to the route an individual must travel from the exterior of the building up to the building entrance. The path of travel could begin at any parking space (including the accessible parking space), a passenger drop-off area located close to the building or a drop-off location where a person can exit public transportation. Improvements under **“Exterior Path of Travel/Sidewalks”** may include, but are not necessarily limited to:

- Constructing curb cuts.
- Widening or repairing sidewalks.
- Constructing ramps (if a voter must negotiate steps in order to enter the building).
- Widening ramps.
- Repairing loose gravel or concrete.

Building Entrance

The Building Entrance refers to the accessible door a voter would use to enter the building in which voting is taking place. There must be a fully accessible path of travel from the exterior of the building to the accessible entrance. Improvements under **“Building Entrance”** may include, but are not necessarily limited to:

- Widening doorways.
- Installing new door hardware to facilitate the opening of doors (this may include new doorknobs or electronic openers).
- Leveling thresholds.
- Widening the interior and exterior clear space.

Interior Path of Travel/Hallways

Interior Path of Travel/Hallways refers to the route a voter must travel upon entering the building into the room where voting is taking place. Improvements under **“Interior Path of Travel”** may include, but are not necessarily limited to:

- Removing obstacles and protruding objects from hallways.
- Installing ramps.
- Widening the path of travel.

Voting Area

The Voting Area refers to the room in which voting is taking place. Improvements under **“Voting Area”** may include, but are not necessarily limited to:

- Widening the doorway a voter must enter from the hallway into the room where voting is taking place.
- Leveling doorway thresholds.
- Providing adequate space so that a wheelchair can move easily through the room and ensuring that the room is free of obstacles and obstructions that would make it difficult to move about the room.

SECTION IV. SUMMARY OF COST FOR POLLING PLACE IMPROVEMENTS

Section IV needs to be completed for each polling place for which for which funding for improvements is being requested. Section IV provides information on the cost of all improvements to be made at the location and the start/completion dates of the improvements. It is also your attestation to the accuracy of the information provided.

You must retain information in your office to support your estimates. Written estimates or bids must be included with your application for any single improvement that exceeds \$2,500.

QUESTIONS

Please direct any questions to:

David Foster
Michigan Department of State
Bureau of Elections
P.O. Box 20126
Lansing, Michigan 48901-0726
(517) 373-2540
Email: fosterd2@Michigan.gov

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: March 17, 2009

RE: Resolution Regarding Spending of Stimulus Funds

SUMMARY OF REQUEST:

To adopt a resolution to commit to purchasing goods and services made in the United States when using Federal Stimulus Package funds. This resolution is a modified version of one from the United Steelworks Union.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the attached resolution.

COMMITTEE RECOMMENDATION:

None.

2009 Resolution on the Spending of
Federal Economic Renewal Grants to
City of Muskegon

WHEREAS, the economic downturn is having a critical impact on everyday Americans who are struggling to maintain or find jobs in an increasingly difficult environment; and

WHEREAS, those same Americans are the taxpayers that provide the revenue needed to operate essential government services; and

WHEREAS, Congress and President Obama are implementing a taxpayer-sponsored economic recovery package that will provide billions of dollars to help economically devastated cities and states immediately provide jobs to millions of out-of-work Americans through considerable infrastructure rebuilding, green energy projects and other projects that will require manufactured components; and

WHEREAS, our taxpayer dollars should be spent to maximize the creation of American jobs and restoring the economic vitality of our communities; and

WHEREAS, any domestically produced products that are purchased with economic recovery plan monies will immediately help struggling American families and will help stabilize our greater economy; and

WHEREAS, economic recovery plan spending should include a commitment from the City of Muskegon to buy materials, goods and services for projects from companies that are produced within the United States, thus employing the very workers that pay the taxes for the economic recovery plan spending in the first place.

NOW, THEREFORE, BE IT RESOLVED, that we, the Muskegon City Commission, will work to maximize the creation of American jobs and restoring economic growth and opportunity by spending economic recovery plan funds on products and services that both create jobs and help keep Americans employed.

BE IT FURTHER RESOLVED, that we commit to purchasing products and services that are made or performed in the United States of America whenever and wherever possible with economic recovery monies provided to the City of Muskegon by the American taxpayers.

IN WITNESS WHEREOF, on behalf of the
Muskegon City Commission, I hereunto set my hand
and cause the seal of the City of Muskegon to be
affixed on this 24th day of March, 2009.

Stephen J. Warmington, Mayor

Date: March 24, 2009
To: Honorable Mayor and City Commission
From: Water Filtration
RE: Clearwell valve replacement

SUMMARY OF REQUEST:

To authorize staff to enter into contract with Franklin Holwerda Company, the lowest responsible bidder, for the replacement of the 1937 clearwell effluent valves.

FINANCIAL IMPACT:

The cost proposal is a total of \$47,900.00 including \$3000.00 for dune grass remediation.

BUDGET ACTION REQUIRED:

None. The project is adequately budgeted in the capitol improvements project budget.

STAFF RECOMMENDATION:

Staff recommends the Mayor and City Commission authorize staff to enter into contract with Franklin Holwerda Company for the clearwell valve replacement at the Water Filtration Plant.

MEMORANDUM

3/17/09

TO: M. AL-SHATEL, DEPUTY DIRECTOR

FROM: R. VENEKLASSEN, WATER FILTRATION

RE: CLEARWELL EFFLUENT VALVE REPLACEMENT

BACKGROUND

The Plant clearwells are used for finished, potable, water storage. There are two separate clearwells with each divided into two halves for a total of four sections. Each section has a nominal capacity of 1.5 million gallons. The original, 1937 clearwell sections have an effluent (water flows out) pipe incorporating an isolation valve prior to joining together. The piping serves as the supply for the pumps that pump water to the City's distribution network.

CONDITION

One of the two effluent valves has broken in the open position. This condition does not allow isolation of this section of the clearwell. Both of the valves used to isolate the 1937 clearwell sections are the original installation. The replacement of these valves was originally part of the 2008 capitol improvements plans. The valve replacement project was deferred until 2009 due to the unanticipated high cost of the magnetic flow meter project. The project was budgeted at a cost of \$65,000.00.

COST PROPOSALS/BIDS

The specifications for the clearwell valve replacement were developed early this year. The project includes replacement of the original isolation valves and the valve vault steel hatch door with an aluminum unit. The valve operators will receive extension shafts and guides so the valves can be operated without the need for staff to enter a confined space.

The invitation to bid on this project was advertised in the local newspaper and the Builders Exchange. Responses were received from four firms; three of which have previously performed similar work at the Water Filtration Plant. The responses are as follows:

FIRM	COST
Franklin Holwerda Company 2509 29 th Street, SW Wyoming, MI 49519	\$47,900.00
Jackson-Merkey Contractors, Inc. 555 E. Western Avenue Muskegon, MI 49442-1039	\$52,740.00
Muskegon Valve Company 1596 Creston Muskegon, MI 49442	\$58,260.00
Pressures & Pipes, Inc. 5575 Davis Road Muskegon, MI 49441	\$92,950.00

HISTORY

As previously indicated; three of the firms bidding on this project have performed work at the City's Water Filtration Plant. They all performed the work satisfactorily and in many circumstances exceeded expectations.

RECOMMENDATION

Based on the City's experience and having submitted the lowest responsible bid; it is my recommendation that the Mayor and City Commission authorize staff to enter into contract with Franklin Holwerda Company for the Clearwell Valve Replacement Project at the Water Filtration Plant.

CITY OF MUSKEGON WATER FILTRATION PLANT
24" CLEARWELL VALVE REPLACEMENT

SCOPE OF SERVICES

- Remove Two (2) existing 24" gate valves. Existing wall pipes to remain.
- Install two (2) new 24" Pratt MDT operated butterfly valves with SS stems to extend to existing upper concrete vault slab.
- Install valve stem access (buffalo box) as necessary.
- Provide valve key to operate valves.
- Remove existing access hatch.
- Install replacement aluminum access hatch.
- Perform all concrete demo and replacement work necessary to install replacement access hatch and valve stem installation.
- Cut off existing poured in place steel ladder rungs.
- Anchor existing aluminum ladder to vault wall.
- Clearwell to be drained by City.
- Temporary pumping inside vault to be performed by contractor.
- All labor, materials, and equipment are to be provided by contractor.

QUALIFICATIONS

- Work is in confined space and must follow City requirements to meet MIOSHA and OSHA standards.
- Bidders must have performed similar work for the City or are to submit three examples of similar work and contacts for references.

SPECIFICATIONS

- Valves – H. Prate Co., Groundhog 150B w/BSN, 304 SS ext. stems and guides. Valve on north side to include straight stem with new floorbox installed in existing concrete deck. Valve on south side to include u-joints to offset stem for hatch/ladder access clearance with new floor box.
- Hatch to be Bilco 60" X 60" Type JD-4AL Aluminum.

CITY COMMISSION MEETING
Tuesday, March 24, 2009

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: March 18, 2009

SUBJECT: Maintenance Agreement/Rite-Way Plumbing and Heating

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission consider the attached bid for a maintenance agreement with Rite-Way Plumbing and Heating of Grand Rapids. This is a one-year bid to provide quarterly maintenance for the heating and cooling system at Central Fire. Rite-Way was the sub-contractor who installed this system.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of this request.

RITE-WAY PLUMBING & HEATING, INC.

COMMERCIAL EQUIPMENT INSPECTION AND MAINTENANCE AGREEMENT

Page One of Four

Proposal Date: 2/19/09

Muskegon Fire Department
770 Terrace Street
Muskegon, Mi 49440

Hereinafter referred to as Customer

Rite-Way Plumbing & Heating, Inc. (Contractor) will provide preventative maintenance as described within and in accordance with the conditions set forth in the agreement.

AGREEMENT will be effective from February 2009 through Februrary 2010 .

**AGREEMENT price is \$3,824.00 per year,
with inspections performed and payable per \$956.00.**

This AGREEMENT will become binding only upon acceptance by Customer Representative and will continue in force for a period of one (1) year and continue in affect from year to year unless either party gives written notice of intent not to renew, at least thirty (30) days prior to the effective anniversary date.

(Customer)

By _____

Title _____

Date _____

RITE-WAY PLUMBING & HEATING, INC.
2083 WALKER COURT NW
GRAND RAPIDS, MI 49544

By Kevin Buckley

Title SERVICE MANAGER

Date February 19, 2009

TERMS AND CONDITIONS

1. Contractor will furnish Customer with a report of each inspection and of each inspection and of any conditions observed which require repairs or corrective action. Only if authorized by the Customer, Contractor will make the recommended repairs.
2. The Agreement does not include service calls made at the Customer's request or installation of parts or components or repairs to system. This service will be charged at Contractor's rates then in affect.
3. Customer will provide access to the building and to the equipment to be serviced remove any fixtures, merchandise, walls, etc., necessary for the performance of the work under this Agreement.
4. Customer will only call Contractor to perform service on covered equipment and operate equipment according to manufacturer's recommendation.
5. Customer will make all payments in full when due.
6. The Agreement price is subject to change after being in effect for one (1) year to reflect increase in labor or materials.
7. Contractor shall not become liable for any damage, delay or loss that is a lack of availability of materials or equipment, delay from strikes, including those by Contractor's employees, act of nature, lockouts, or by any cause beyond its control.
8. Customer will provide Contractor with any materials relating to OSHA's Hazard Communication Standard Regulations and any pertinent MSDA information.

CONTRACT COVERS

Contractor will provide the following services as part of this maintenance agreement, as they may apply to covered equipment and/or systems:

- Lubricated motors, bearings, etc. as needed.
- Change filters, per scheduled inspections, unless otherwise stated.
- Observe moisture indicators, if present and refrigerant charge.
- Check for visible oil or refrigerant leaks.
- Verify motor winding resistance; Megohm test for 20 tons and above
- Verify and calibrate safety and operational controls.
- Check draft, flue gas, combustion and gas pressure.
- Check for vibration, failed or worn parts.
- Clean and tighten electrical connections.
- Check the alignment for belt drives and adjust belt tension.
- Lubricate bearings, motors, dampen linkages, fan and pump motors.
- Clean burner and pilot assembly.
- Clean condenser coils, includes power washer if needed (once a year).
- Clean evaporator coils and condensate drain pans.

EQUIPMENT COVERED and NOTES

Quarterly PM (spring, summer, fall and winter)
Replace filters (filters included)
Clean Condenser coils (once a year)

8 Split system units
2 Boilers
12 exhaust fans
1 Air make up unit
1 Air handling unit
5 In line pumps
1 Water filter

1. While under Rite-Way PM contract you will be considered as a preferred customer with a discounted labor rate for all other work performed by Rite-Way.
2. Heating systems are to be serviced twice a year (Fall/Winter).
3. Cooling systems are to be serviced twice a year (Spring/Summer).
 - A. Cooling may be serviced four times a year if specifically noted.
4. To serve you in the best possible manner, Rite-Way would like to help out our customers that are under a PM contract. We propose the following.
 - A. If you add new HVAC equipment to your existing facility we will give you a free written estimate for the appropriate preventative maintenance it requires.
 - B. If Rite-way is the contractor that purchases or installs the equipment, we will conduct the appropriate preventative maintenance on that equipment for no cost to you until the existing contract expires.
 - i. This is only for equipment that meets the following standards
 1. -Is less than 10 Tons of cooling
 2. -Is less than 400,000 BTU's of heating
 3. -Is less than 5,000 CFM of air movement
5. Filters (not included)
 - A. Post and or Hepa filters may vary depending on air quality and pre-filter maintenance. We will only change when needed at additional cost to the customer.
 - B. If you are in a high cottonwood or dusty area, additional cleaning of condensers and filters may be needed by customer or by Rite-Way at an additional cost.

Commission Meeting Date: March 24, 2009

Date: March 18, 2009

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Purchase of 519 Orchard and 525 Orchard

SUMMARY OF REQUEST: To approve the purchase of the property located at 519 Orchard, from Wes Ashton of 13 Greendale, Muskegon MI, for \$5,000 and for the property located at 525 Orchard from James Singleton of 3925 E. Apple, Muskegon, MI, for \$10,000. Both properties are being purchased for their most recently appraised price.

The acquisition of these two properties are the beginning of the CNS office efforts to acquire property for its second phase of the Orchard Street Redevelopment Project AKA Community Uprising II, which will consist of the demolition of three to five houses on the 500 block of Orchard and the new construction of two new homes. The new construction will be funded mainly by Neighborhood Stabilization funds that the City will receive from the Michigan state Housing Development Authority

FINANCIAL IMPACT: Funding for purchases and the demolitions will be deducted from reprogrammed HOME funds. The construction of the new homes will be allocated mainly from the City's Neighborhood Stabilization funding.

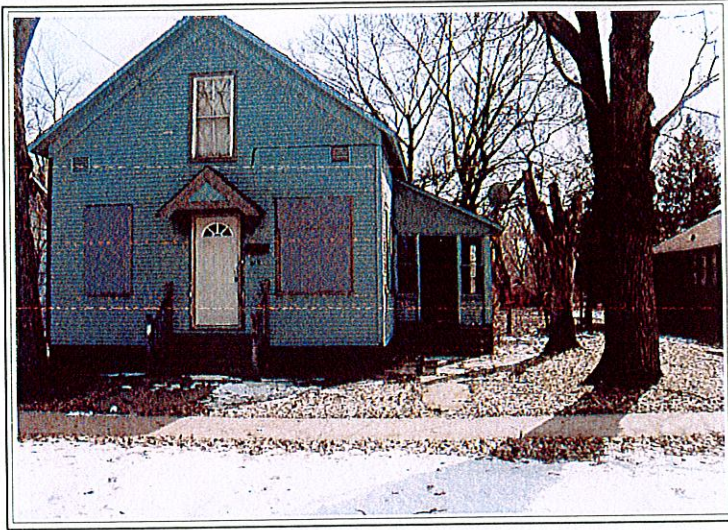
BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request.

Committee Recommendation: The information and project was reviewed with the Citizen District Council.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: 519 Orchard -V1S VAL
Property Address: 519 ORCHARD AVE	Case No.:
City: MUSKEGON	State: MI Zip: 49442
Lender: CITY OF MUSKEGON	



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: March 12, 2009
Appraised Value: \$ 5,000



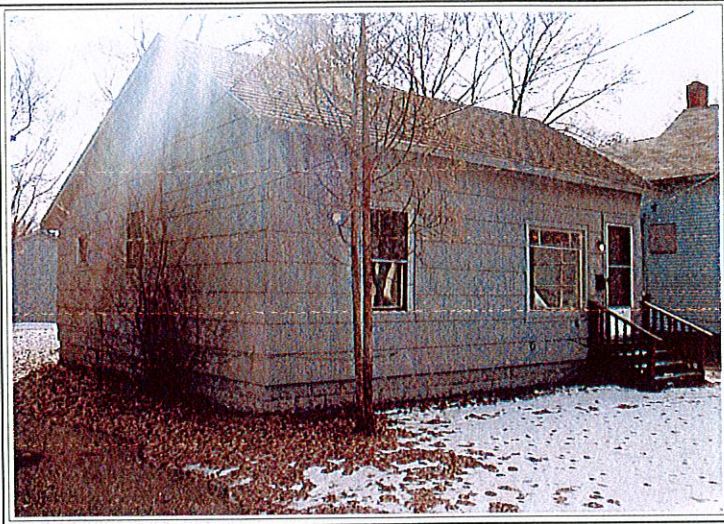
REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

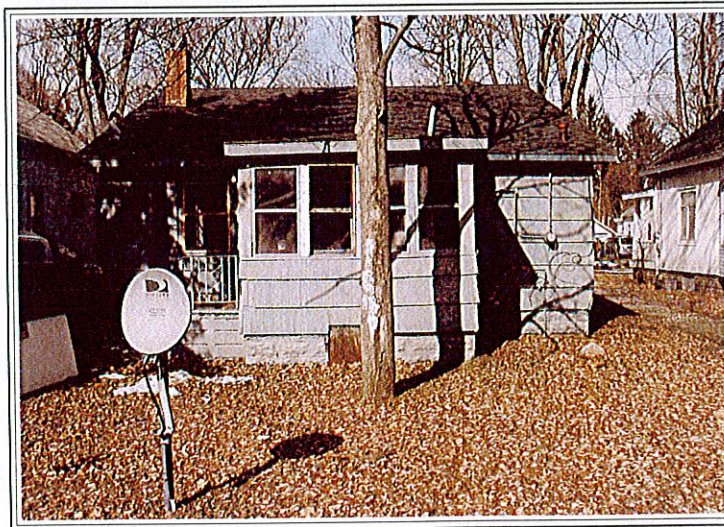
SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: 525 Orchard -VIS VAL
Property Address: 525 ORCHARD AVE	Case No.:
City: MUSKEGON	State: MI Zip: 49442
Lender: CITY OF MUSKEGON	



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: March 3, 2009
Appraised Value: \$ 10,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

Date: 3/19/2009

To: Honorable Mayor and City Commission

From: DPW / Marina

RE: Sanitary Pump Station at Hartshorn Marina

SUMMARY OF REQUEST: Approval to enter into a Grant agreement with the Michigan DNR to purchase a sanitary pump station. The sanitary pump station will be located on public property adjacent to Hartshorn Marina. The unit will be enclosed in an existing facility, and would service Hartshorn Marina Customers and Muskegon Lake boaters for a fee.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None. Federal *Clean Vessel Act* funding was secured through the grant process; a twenty-five percent match totaling \$ 1,482.25 will be allocated from monies saved within the approved 2009 Marina budget.

STAFF RECOMMENDATION: Approval to enter into the Grant agreement with the DNR and to authorize staff to sign.



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN

DEPARTMENT OF NATURAL RESOURCES

LANSING



REBECCA A. HUMPHRIES
DIRECTOR

March 4, 2009

Hartshorn Marina, City of Muskegon
Kevin Santos
1350 Keating Street
Muskegon, MI 49441

SUBJECT: Clean Vessel Act- Pumpout Grant Program

Dear Mr. Santos:

I am writing to notify you that you are approved to incur costs associated with the Department of Natural Resources, (DNR) Clean Vessel Act, (CVA), Pumpout grant program. The following steps need to be taken to finalize your award and provide reimbursement of funds.

Please complete and return the following forms and information to the DNR:

1. **The Grant Agreement.** This agreement reflects your obligations for participating in the CVA, Pumpout grant program. We recommend you review the agreement thoroughly, and if you have any questions regarding your grant obligations, please contact me. Please sign both copies of the agreement and return them to the DNR. We will sign both and return an executed copy for your files.
2. **A Grant Reimbursement Form and Expenditure Documentation.** Once you complete your Pumpout project, you can complete the grant reimbursement form and return it to the DNR with the required documentation; which includes, but is not limited to, invoices and cancelled checks for all eligible costs. Please note in your grant agreement that the DNR has agreed to reimburse you no more than 75% of your documented, eligible costs, and this amount will not exceed your approved award amount.
3. **Attachment 0001.** Is a brief outline of information that may be useful for tax purposes or audits.

If you have any questions or need assistance in completing any of the required forms, please contact me.

Sincerely,

Scott Butler
Federal Aid
Budget and Support Services
517-241-4934

cc: Enclosures

NATURAL RESOURCES COMMISSION
Keith J. Charters, Chair • Mary Brown • Hurley J. Coleman, Jr. • Darrell Earley • John Madigan • J. R. Richardson • Frank Wheatlake
STEVENS T. MASON BUILDING • P.O. BOX 30028 • LANSING, MICHIGAN 48909-7528
www.michigan.gov/dnr • (517) 373-2329

Great Lakes, Great Times, Great Outdoors!



Michigan Department of Natural Resources, Budget and Support Services

CLEAN VESSEL ACT/BOAT PUMPOUT GRANT PROGRAM

GRANT AGREEMENT

This Agreement is between Hartshorn Marina, City of Muskegon, in Muskegon county; a public or private marina hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has the authority to issue grants to public and private entities to construct boat pumpout facilities under the DEPARTMENT'S federal agreement with the U.S. Fish and Wildlife Service. Public Law 108-280, signed by the President, appropriates funds to the DEPARTMENT for Clean Vessel Act grants.

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign this Agreement and return it within 30 days of the date the Agreement is issued by the DEPARTMENT.

1. The Boat Pumpout Grant Application (APPENDIX A) is, by this reference, made part of this Agreement. The Agreement together with the appendix constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. This Agreement shall be administered on behalf of the DEPARTMENT through its Office of Budget and Support Services. All reports, documents, or acts required of the GRANTEE by this Agreement shall be submitted to the CVA- Pumpout Grant Program Coordinator, Office of Budget and Support Services, Michigan Department of Natural Resources.
3. The project period is-----. The GRANTEE must complete the project within this period. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE. An Amendment to this Agreement is required to extend the time period of the project. Extensions are within the sole discretion of the DEPARTMENT.
4. The DEPARTMENT agrees to grant the GRANTEE an amount equal, but no more than seventy-five percent (75%) of the documented eligible project costs and expenses incurred by the GRANTEE, with total grant funds paid to the GRANTEE not to exceed Five thousand six hundred twenty-five (\$5,625). The DEPARTMENT will not approve increases to the grant amount.
5. The DEPARTMENT will reimburse the GRANTEE as follows:
 - a. To be eligible for reimbursement, the GRANTEE shall submit a complete reimbursement request to the DEPARTMENT within 45 days of project completion.
 - b. A reimbursement request shall document all eligible costs and expenses incurred by the GRANTEE to complete the project, shall be submitted on a form provided by the

DEPARTMENT and include documentation required by the DEPARTMENT including, but not limited to, invoices and cancelled checks for all eligible costs. A reimbursement request shall also include documentation that the project has received Health Department approval

- c. Reimbursement of up to Ninety (90%) percent of the eligible grant amount will be made only upon DEPARTMENT review and approval of a complete reimbursement request.
- d. Final reimbursement of the remaining Ten (10%) percent of the eligible grant amount will be released pending satisfactory project completion as determined by the DEPARTMENT, including, at the discretion of the DEPARTMENT, completion of an inspection.
- e. All grants are subject to audit, at the discretion of the DEPARTMENT. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.

6. The GRANTEE agrees to the following:

- a. To complete the approved project work to the satisfaction of the DEPARTMENT, and to provide such funds, services and material necessary to satisfy the terms of this Agreement.
- b. To use all funds granted by the DEPARTMENT, under this Agreement solely for the eligible project costs approved by the DEPARTMENT.
- c. To provide matching funds equal to twenty-five percent (25%) of the documented, eligible costs.
- d. To maintain satisfactory accounts, documents, and records and make them available to the DEPARTMENT for auditing at reasonable times. The GRANTEE shall retain such accounts, documents, and records for a period of no less than three years following completion of the project.
- e. To complete the project in compliance with all applicable state, local and federal laws, and regulations and to obtain and remain in compliance with all federal, state and local permit requirements.
- f. To install and maintain at the project location, a DEPARTMENT-supplied sign, which acknowledges that the facility was constructed with funds from the Clean Vessel Act.
- g. To install and maintain one or more DEPARTMENT-approved signs that are clearly visible to boaters, which direct boaters to the pumpout facility and which provide information regarding any fees, restrictions, hours of operation, operating instructions and a contact name and telephone number if the facility is inoperable.

- h. To maintain the pumpout facilities in operating condition, inclusive of necessary maintenance, for its useful life, this is a 10-year minimum.
- 7. Within the lifespan of the pumpout facilities and, at a minimum, until May 31, 2019, the GRANTEE agrees that prior to sale or lease of the pumpout facilities and/or the marina in which they are located, the GRANTEE will obtain a written Agreement from the new owner or lessee to comply with the provisions of this Agreement.
- 8. The GRANTEE is responsible for the use and occupancy of the premises, the project area, and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area, and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area, and the facilities thereon.
- 9. The GRANTEE agrees not to discriminate against an employee, or applicant for employment with respect to hire, tenure, terms, conditions, residency, privileges of employment, national origin, age sex, height, weight, marital status, or disability that is unrelated to the person's ability to perform the duties or a particular job or position. The GRANTEE further agrees to comply with the civil rights requirements set forth by the DEPARTMENT and that any subcontract shall contain a non-discrimination provision, which is not less stringent than this provision and binding upon any and all subcontractors. A breach of this contract shall be regarded as a material breach of this Agreement.
- 10. The GRANTEE agrees that no individual shall be denied access to the pumpout facilities on the basis of sex, race, color, religion, national origin, residence, age, or disability.
- 11. The rights of the DEPARTMENT under this Agreement shall remain in effect through the useful life of the pumpout facilities, at a minimum until May 31, 2019.

12. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement.
 - b. Withhold and/or cancel payments to the GRANTEE on any or all current DEPARTMENT grant projects until the violation is resolved to the satisfaction of the DEPARTMENT.
 - c. Require repayments of grant funds paid to the GRANTEE; and/or require specific performance of the Agreement.
13. The Agreement may be executed separately by the parties. The Agreement is not effective until the GRANTEE has signed it and returned it together with the necessary attachments, and the DEPARTMENT has signed it.

GRANTEE	
WITNESSES	SIGNATURE
	By: _____
	Title: _____
	Date: _____
Grantee's Federal ID # _____	

DEPARTMENT OF NATURAL RESOURCES

WITNESSES:

SIGNATURE:

Sharon Schafer, Chief
Budget and Support Services

EFFECTIVE DATE: ____ / ____ /2009

APPENDIX A

CLEAN VESSEL ACT PUMPOUT GRANT APPLICATION

(Incorporated herein by reference)



MICHIGAN DEPARTMENT OF NATURAL RESOURCES, BUDGET AND SUPPORT SERVICES

PUMPOUT GRANT PROGRAM PAYMENT REQUEST

This information is required by the authority of the Michigan Department of Natural Resources through the U. S. Fish and Wildlife Service to receive grant funds.

PROJECT INFORMATION	
Project Number: (i.e., IGFX-XXX, as listed on Project Agreement)	Project Name/Title: (as listed on Project Agreement)
GRANTEE INFORMATION	
Grantee's Name:	Grantee's Telephone Number:
Name and Title of Grantee's Representative:	Grantee's Representative Telephone Number (if different than above):
Grantee's Federal ID or Grantee's Social Security Number:	
Please Note: Payment is issued to the entity that matches the Grantee's Federal ID Number or Social Security Number. The Grantee should be sure that the number provided is for the Grantee as listed. The Grantee must be registered as a <u>Vendor</u> with the State of Michigan to receive payment.	
GRANT AND PAYMENT REQUEST INFORMATION	
☐ Final Reimbursement: The request must include documentation of all expenditures, including donations, as described in the Project Agreement and a signed statement from the Grantee that the project is complete.	
Maximum Grant Amount: \$ _____	Grant Agreement
Total Project Costs Incurred: \$ _____	Total of all Documented Costs and Donations
Request Amount: \$ _____	75% of Total Project Costs Incurred (not to exceed the Maximum Grant Amount)
GRANTEE CERTIFICATION	
I certify that I have complied with the terms and conditions of the Project Agreement and DNR procedures and to the best of my knowledge, the above information is complete and accurate. I also certify that all required federal, state and local permits and approvals for the project have been issued.	
_____ Signature of Grantee's Authorized Representative	_____ Date

GRANTEE: Please make a copy of the entire request (including attachments) for your records. Submit this request and the required attachments to:

Attn: Scott Butler
Budget and Support Services
PO BOX 30028
LANSING MI 48909

Attachement 0001

CLEAN VESSEL ACT

Michigan Department of Natural Resources

Fiscal Year 2008-09

OMB CIRCULAR A - 133

Subpart D, Section 400 (d) (1) & (2)

(1) Identify Federal awards made by informing each sub recipient of:

(1) CFDA Title	Clean Vessel Act
(2) CFDA Number	15.616
(3) Award Name	Clean Vessel Act
(4) Award Year	2008
(5) Award Number	V-2-8
(6) Name of Federal Agency	Department of the Interior
(7) Award Res. And Dev?	no
(8) see below (2)	

(2) Advise sub recipients of requirements imposed on them by federal laws, regulations, and provisions of contracts or grant agreements as well as any supplemental requirements imposed by the pass through entity.

References' in the Grant Agreement



Muskegon Police Department

Anthony L. Kleibecker
Director of Public Safety

980 Jefferson
Muskegon, Michigan
49440

www.muskegonpolice.com

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

MEMORANDUM

TO: Mr. Bryon Mazade
City Manager

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: March 18, 2009

SUBJECT: Violation of City Ordinance 26-263 (Padlock Ordinance)

The owner of the subject property at 287 McLaughlin, Mr. Derrick Jones, was present at the city commission meeting on March 10, 2009. Prior to the start of the meeting, Mr. Jones advised me that he had evicted the tenants who were the subject of the drug investigations at this property. Based upon that, I asked the commission to table this request in order for us to investigate further.

Mr. Jones met with detectives at the property on Tuesday, March 17, 2009. He allowed them to walk through and inspect the house. I was advised that no one is living in the house at this time. Additionally, Mr. Jones has promised me that in the future he will accept and respond to any mail that is sent to him from any city office. That being the case, I am recommending that we not move forward with the padlock process. I have advised Mr. Jones that narcotics detectives will be monitoring this residence. If there are further offenses, any and all remedies will be utilized to shut the residence down.

Date: March 24, 2009
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
**RE: Recommendation for Annual Renewal of Liquor
Licenses – Cuti's Sports Bar & Grill, Muskegon
Recreational Club, and City Café**

SUMMARY OF REQUEST: To recommend approval of the renewal of the liquor license for Cuti's Sports Bar & Grill and the Muskegon Recreational Club. Ken Grant, City Income Tax Director/Deputy Treasurer checked with the County Treasurer and both establishments have agreements to pay their back taxes. We also request approval of the license for City Café (lordache Holdings, Inc.). The Liquor Control Commission does have applications pending to transfer all stock to PKT Twelve, Inc., and to drop lordache Holdings, Inc.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the liquor license renewal for Cuti's Sports Bar & Grill, Muskegon Recreational Club, and City Café.

Date: March 24, 2009
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
**RE: Recommendation for Denial of Liquor License
Renewal for H & J Dollar**

SUMMARY OF REQUEST: To recommend denial of H & J Dollar liquor license to the Liquor Control Commission as their check for payment of property taxes was returned for insufficient funds.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To recommend non-renewal of the liquor license for H & J Dollar to the Liquor Control Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

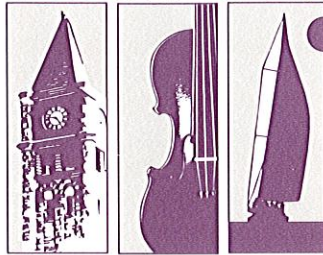
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

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

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

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

MUSKEGON



West Michigan's Shoreline City

March 13, 2009

H & J DOLLAR
Dbu/DJ Party
939 E LAKETON
MUSKEGON MI 49442

RE: Liquor License Renewal-NSF CHECK

To Whom It May Concern:

The check that you issued to our department has been returned to us by our bank and it cannot be processed. **You must pay the amount of the check \$3,380.70 plus NSF fees of \$30.00 by cash, money order, credit card, or certified check. The total amount that you must pay is \$3,410.70.** The Treasurers' Office for the City of Muskegon has reviewed your establishment's account(s) to determine if you are compliant with our department before approving your annual liquor license.

Your establishment has until March 24, 2009 to resolve the following violation(s):

1. OUTSTANDING PROPERTY TAXES 24-900-251-2568-00 \$3,293.860 2006-2008
2. OUTSTANDING PROPERTY TAXES 24-900-251-1640-00 \$116.84 WINTER

If the either violation(s) are not resolved by the appropriate time, our department will recommend to the City Commission not to renew your liquor license. Listed below are the violations that our department has found.

If you have any questions, please contact our department at (231) 724-6932.

Kenneth D. Grant
Deputy Treasurer
City of Muskegon

Commission Meeting Date: March 24, 2009

Date: March 17, 2009

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

SUMMARY OF REQUEST: For the City Commission to make their final allocation decision concerning the 2009-2010 Community Development Block Grant/HOME Partnership Program allocations for this coming fiscal year.

The Commission has received the recommendations from the Citizen's District Council and the City administration. The Commission made their preliminary recommendations during the March 10, 2009 City Commission meeting.

After receiving the Commissions final allocation decision, the Community and Neighborhood Services office will amend the City's 2009-2010 Action Plan, if needed, and continue the comment period until April 15, 2009. At that time, the Community and Neighborhood Services staff will request the United States Department of Housing and Urban Development for the Release of Funds for the 2009-2010 fiscal year to begin June 1, 2009.

FINANCIAL IMPACT: The decision will determine how the Community Development Block Grant /HOME Partnership Program funding will be allocated for the 2009-2010 fiscal year.

BUDGET ACTION REQUIRED: The Commission actions will establish the fiscal year's budget.

STAFF RECOMMENDATION: The Commission previously received the administration recommendations.

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

Commission Meeting Date: March 24, 2009

Date: March 17, 2009

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department *CP*

RE: Approval of loan in the amount of \$30,000 to Great Lakes Die Cast

SUMMARY OF REQUEST: To approve the attached loan agreement and related documents for a \$30,000 loan to Great Lakes Die Cast.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the loan to Great Lakes Die Cast.

COMMITTEE RECOMMENDATION: The Revolving Loan Fund Advisory Committee has recommended approval of the loan.

APPLICATION FOR TERM LOAN
CITY OF MUSKEGON REVOLVING LOAN FUND

Application Date: March 4, 2009

Applicant Business: Great Lakes Die Cast Corporation
 Sole Proprietorship Partnership X Corporation

Principals:	Name	Address	%Ownership
	Con J. Nolan	701 W. Laketon Avenue Muskegon, MI 49441	53

Business Address: 701 W. Laketon Avenue, Muskegon, MI 49441
Project Address: 701 W. Laketon Avenue, Muskegon, MI 49441

Employment: 52 Now 67 On Project Completion 75 After one year

Source of Funds:	Equity amount in business	
	(Including new loan):	<u>\$15,000</u> <u>20</u> % of total
	Bank Participation:	<u>\$30,000</u> <u>40</u> % of total
	City RLF Loan Requested:	<u>\$30,000</u> <u>40</u> % of total

TOTAL SOURCES: \$75,000 100%

Uses of Funds:	Land & Building:	\$ <u> </u>
	Site Improvements:	\$ <u> </u>
	Construction/Renovation:	\$ <u> </u>
	Machinery & Equipment:	\$ <u> </u>
	Furniture & Fixtures:	<u>\$30,000</u> (Tooling)
	Working Capital:	<u>\$45,000</u>
	Legal And Closing:	\$ <u>0</u> (Due & payable at closing from loan proceeds)

TOTAL USES: \$75,000

Collateral Offered: New tooling components and machining fixtures

(I) or (We) certify that the information contained in the application and other supporting documents is true and accurate. Any other use of City of Muskegon Revolving Loan Funds than as requested constitutes fraud. (I) or (We) further agree to comply with the Federal Civil Rights and Equal Opportunity statutes of Title VI and Title VIII and Michigan Civil Rights Act and Fair Employment Practices Act and related rules and regulations.

(s) Con J. Nolan PRESIDENT, GREAT LAKES DIE CAST

Date: 3/4/09

Loan Request:

Company Information:

Current Location:

701 W. Laketon Avenue
Muskegon, MI 49441

Project Location:

701 W. Laketon Avenue
Muskegon, MI 49441

Principal:

Same as above

Address:

Summary of Project:

Two Great Lakes Die Cast customers (Innovative Office Products and Allsteel, a division of Hon International) have approached Great Lakes about producing parts for their products which are currently produced in China. This would be new business transferred from China and would increase employment at Great Lakes by 10-20 people by approximately September 2009 (assuming this new business would require adaptation of die cast tools transferred from China and building machining fixtures for machine operations at Great Lakes). In addition, working capital principally to buy aluminum would be required to begin the program. Both of these programs will require a total of \$75,000.00.

Employment:

Current total employment is 52 full time employees. This would increase from 52 to 67.

The additional employment would be almost exclusively in manufacturing support (die casting, machining, quality, maintenance and tooling).

Sources and Uses Summary:

SOURCES

City of Muskegon
Bank (Greenfield Commercial Credit)
Equity (GLDC Management)

USES

Tooling modifications and fixtures
Working capital-primarily aluminum

Other Financial Comments:

A rapid approval is needed to convince our customers to award this business to Great Lakes Die Cast in Muskegon.

Loan Package Structure:

A 5-year loan from the revolving loan fund of the City of Muskegon
An increase in the mezzanine loan from Greenfield Commercial Credit
Equity funds from Great Lakes Die Cast management

Collateral:

Machine fixtures and new die cast tooling elements/components

Recommendation:

Approve the project as soon as possible

*Information contained in this application and supporting documentation may be subject to review by the public if a Freedom of Information Request is filed.

Loan Summary

Great Lakes Die Cast has applied to for a loan from the city's Revolving Loan Fund. They are asking for \$30,000, which will be used in conjunction with a loan for \$30,000 from Greenfield Commercial Credit and a \$15,000 private match. The loans will be used for new tooling and working capital to diversify their business. The company has two customers that have approached them about producing parts for their products which are currently produced in China. This would be new business transferred from China and would increase employment at Great Lakes Die Cast by 10-20 people by approximately September 2009.

The Loan Fund Advisory Committee met on March 12 and approved recommendation for the loan. However, this approval was based on the assumption that the City would be able to hold a first lien on the new equipment for collateral. After a UCC search was performed following the meeting, it was determined that the numerous liens on the property and equipment would make the City junior to any collateral offered by Great Lakes Die Cast. The exact amount and terms of the superior debt is unclear.

After discussing the liens with Con Nolan, President of Great Lakes Die Cast, he explained that the company would be willing to sign any agreement the City felt necessary to follow through with the loan. The Planning Department, along with Parmenter O'Toole, has determined that to carry out this loan, the city should require a security agreement, a mortgage on the real estate and a personal guarantee from Con Nolan. The personal guarantees of the other owners of the business could also be requested. The liens on the equipment and real estate will likely not be enough for the City to recoup its \$30,000 in the event of default. The ability of Mr. Nolan to satisfy the loan under the personal guarantee is also unclear.

CITY OF MUSKEGON
LOAN FUND ADVISORY COMMITTEE
SPECIAL MEETING
MINUTES

March 12, 2009

MEMBERS PRESENT: T. Paul, S. Gawron, C. Foster, C. Carter

STAFF PRESENT: M. Franzak, D. Leafers

OTHERS PRESENT: Con Nolan, Great Lakes Die Cast, S. Stout, Great Lakes Die Cast

Loan Request - Great Lakes Die Cast, 1806 Beidler. C. Nolan provided background information on his business and explained the project for which they were requesting the loan. They are requesting \$30,000 from the City's revolving loan fund.

C. Carter asked about the employee composition. C. Nolan stated that he didn't have the exact figures with him, but they had a very diverse workforce. T. Paul stated that Great Lakes Die Cast had some outstanding property tax bills. S. Stout stated that the taxes were due in February but they hadn't been able to pay them yet due to the slowdown in business. They planned to start paying them in June. T. Paul asked what the security for the loan would be. C. Nolan stated that it would be the tooling elements purchased with the loan funds. M. Franzak distributed written loan agreements from the City Attorney's office for review. T. Paul asked if Great Lakes Die Cast was current with their income tax withholding. S. Stout and C. Nolan stated that they were. C. Carter asked if they had a long term commitment from their new customer. C. Nolan explained the arrangement for producing the parts but stated that there was not a long term contract. T. Paul asked when they anticipated being able to rehire some of the laid-off workers. C. Nolan stated that they hoped to begin calling back workers by June 1 at the latest. T. Paul asked if they understood that the loan structure would include monthly payments. C. Nolan and S. Stout stated that they did. T. Paul stated that the board's decision on the loan would have to be approved by City Commission. The next City Commission meeting date is March 24.

A motion to approve a \$30,000 loan to Great Lakes Die Cast from the City's Revolving Loan Fund, to be paid back over a five-year period at 3.62% interest was made by C. Carter, supported by S. Gawron and unanimously approved.

CITY OF MUSKEGON
REVOLVING LOAN FUND
POLICY AND GUIDELINE SCORESHEET

Applicant Name: Great Lakes Pie Cart

Amount of Loan: \$30,000

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
<u>Guidelines for Industrial Development Projects:</u>			
1. Will at least one permanent job be established or retained for Muskegon residents through each \$15,000 in financing provided by this fund?	<u>X</u>	<u> </u>	<u> </u>
2. Does the project involve hiring City residents or the long-term unemployed?	<u>X</u>	<u> </u>	<u> </u>
3. Does the project promote sound land use planning?	<u>X</u>	<u> </u>	<u> </u>
4. Will the industry have little or no negative impact on the environment?	<u>X</u>	<u> </u>	<u> </u>

Guidelines for Commercial Development Projects:

1. Will at least one permanent job be established or retained for Muskegon residents through each \$15,000 in financing provided by this fund?	<u> </u>	<u> </u>	<u> </u>
2. Does the project involve hiring City residents or the long-term unemployed?	<u> </u>	<u> </u>	<u> </u>
3. Is the commercial development project going to be located either in the downtown, a neighborhood strategy area, (as defined in the City's Housing and Community Development Plan), or on the lakefront?	<u> </u>	<u> </u>	<u> </u>
4. Is the project in conformance with official land use plan?	<u> </u>	<u> </u>	<u> </u>
5. Will the project entail renovation or preservation of historic or architecturally significant structures?	<u> </u>	<u> </u>	<u> </u>

Revolving Loan Fund
Policy and Guideline Scoresheet
Page 2

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
6. Will the commercial development contribute to a diversification of the area economy, with little or no negative impact on the environment?	—	—	—

Guidelines for Residential Development:

1. Is this a commercial housing project located in the City's Downtown?	—	—	—
2. Will the project require renovation or preservation of historic or architecturally significant structures?	—	—	—

Requirement(s) Under the Loan Policy for all Projects:

1. Will the loan be secured by assets having a value equal to or exceeding the loan amount?	X — <i>may be junior to some assets</i>	—	—
2. Will at least 20 percent equity in the total business or project be provided by applicant?	X	—	—
3. Has private financing equal to at least 50 percent of the total cost been secured?	X	—	—
4. Is the amount of the loan less than 20 percent of the net collectible assets of the Revolving Loan Fund?	X	—	—
5. If a new business, is the loan amount less than 30 percent of the total project costs?	X	—	—
6. If an expansion of an existing business, is the loan amount less than 40 percent of the firm's total assets?	X	—	—
7. Has applicant submitted a business plan and three years' financial statements?	X	—	—
8. If loan is being made to a tenant, does the unexpired term of the tenant's exceed the term of the loan?	—	—	X

TERM LOAN AGREEMENT

This Agreement is made on _____, 2009 between **Great Lakes Die Cast Corporation**, a Michigan corporation, of 701 W. Laketon Avenue, Muskegon, Michigan 49441 ("Borrower") and the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City") with reference to the following facts:

Background

A. Borrower has requested a term loan of \$30,000 for the purpose of the purchase of new tooling and working capital. The real property on which Borrower's business is located is owned by Great Laketon, LLC.

B. The City has agreed to make the loan subject to the terms and conditions set forth below;

Therefore, in consideration of the mutual promises of the parties set forth in this agreement and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. **Conditions of loan.**

a. **The Loan.** The City agrees to make a loan to Borrower of \$30,000 subject to the following conditions:

- i. Fulfillment of all conditions contained in Section 3;
- ii. The Loan Agreement must be closed on or before April 10, 2009.
- iii. Delivery to the City of a note ("Note") in form and substance acceptable to the City; and
- iv. At the time of borrowing no Event of Default as defined in Section 7 exists and no event exists which with notice and/or the passage of time could become an Event of Default.

b. **Payments.** The principal amount of the Note and interest accrued thereon shall be payable, unless accelerated under the terms stated in Section 7, in monthly installments of \$547.43, each to be paid on the 1st of each month, beginning May 1, 2009 and continuing until April 1, 2014, when the entire balance of principal and interest shall be due and payable in full.

c. **Interest.** The Note shall bear interest on the outstanding balance at the rate of 3.625% per annum.

d. **Prepayments.** The Borrower may at any time prepay without penalty all or any portion of the principal, and any such payments shall be applied to the principal installments last coming due.

2. **Security.**

a. To secure the full and timely performance of Borrower's covenants set out in this Agreement and to secure the repayment of the loans and advances made and to be made (the "Indebtedness"), Borrower agrees to execute and deliver to City a security agreement in form and substance satisfactory to City, giving City a valid lien and security interest in the personal property described in the security agreement.

b. **Mortgage.** As further security for the loan, Borrower shall cause Great Laketon, LLC to give the City a mortgage on the real property located at 701 W. Laketon Avenue, Muskegon, Michigan, including all improvements now or hereafter located on the property. The mortgage will be junior only to a mortgage to _____, securing no more than _____.

c. **Personal Guaranty.** As additional security, Con J. Nolan will personally guarantee repayment of the loan.

3. **Conditions Precedent to Obligations of City.** The obligations of City under this Agreement are subject to the occurrence, prior to or simultaneously with the Borrower's receipt of the loan of each of the following conditions, any or all of which may be waived in whole or in part by City in writing:

a. **Documents Executed.** Borrower shall have executed and delivered to the City all documents required to consummate this transaction.

b. **Hazard Insurance.** Borrower shall have furnished to City, in a form satisfactory to City, hazard insurance policies, with loss payable clauses in favor of City as its interest appears, relating to the properties of Borrower described in Section 2, in an amount equal to the full replacement cost of such properties.

c. **Personal Guarantee.** Con J. Nolan shall execute and deliver to the City an agreement of guarantee of the Indebtedness in form and substance satisfactory to the City.

d. **Certified Resolutions.** Borrower shall have furnished to City a copy of the resolutions of the Board of Directors of Borrower authorizing the execution, delivery and performance of this Agreement, the borrowing of \$30,000 from the City, the Note, and any other documents contemplated by this Agreement, which shall have been certified by the Secretary or Assistant Secretary of Borrower.

e. **Certified Articles.** Borrower shall have furnished to City a copy of its Articles of Incorporation, including all amendments, and all other charter documents of Borrower, all of which shall have been certified by the Michigan Department of Commerce as of a recent date.

f. **Certified Bylaws.** Borrower shall have furnished to City a copy of the Bylaws of Borrower, with all current amendments, all of which shall have been certified by the Secretary or Assistant Secretary of Borrower as of a recent date.

g. **Certificate of Good Standing.** Borrower shall have furnished to City a certificate of good standing from the Michigan Department of Commerce with respect to the Borrower, as of a recent date.

h. **Subordination of Indebtedness.** The loan from Con J. Nolan to Borrower in the amount of _____ must be subordinated to the prior payment in full of Borrower's indebtedness to the City pursuant to a subordination agreement in form and substance satisfactory to City and its counsel.

i. **Approval of City's Counsel.** All actions, proceedings, instruments and documents required to carry out the transactions contemplated by this Agreement or reasonably requested in connection with this Agreement and all other related legal matters shall have been satisfactory to and approved by the law firm of Parmenter O'Toole, counsel for City.

4. **Warranties and Representations.** Borrower represents and warrants to City that, as of the date of the borrowing:

a. **Corporate Existence and Power.** Borrower represents and warrants that:

i. Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan;

ii. Borrower has the corporate power and authority to own its properties and assets and to carry out its business as now being conducted and Borrower is qualified to do business in every jurisdiction wherein such qualification is necessary;

iii. Borrower has the corporate power and authority to execute and perform this Agreement, to borrow money in accordance with its terms, to execute and deliver the Note and other related documents, to grant liens on the Collateral and to do any and all other things required of it by this Agreement; and

iv. The Agreement, the Note, and all other documents referred to in this Agreement, when executed on behalf of Borrower will be valid and binding obligations of Borrower, legally enforceable in accordance with their terms.

b. **Actions, Suits or Proceedings.** There are no actions, suits or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending, or, to the best knowledge of Borrower, threatened, against or affecting Borrower or any properties or rights of Borrower which, if adversely determined, could materially impair the right of Borrower to carry on business substantially as now conducted or could have a materially adverse effect upon the financial condition of Borrower.

c. **Stock and Stockholders.** Borrower's total issued and outstanding capital stock consists of 3,850 shares of common stock, the ownership of which is listed on **Exhibit A**. There are no outstanding options, warrants or rights to purchase, nor any agreement for the subscription, purchase or acquisition of any shares of the capital stock of Borrower.

d. **No Liens, Pledges, Mortgages or Security Interests.** Except for liens of City, none of Borrower's assets are subject to any mortgage, pledge, lien, security interest or other encumbrance of any kind or character, except the security interest of the parties listed on **Exhibit B** in the personal property of Borrower described in Section 2 pursuant to a Security Agreement of even date.

e. **Accounting Principles.** Balance sheets, earning statements, and other financial data are furnished to City, for the purposes of, or in connection with this Agreement and the transactions contemplated by this Agreement have been prepared in accordance with generally accepted accounting principles, consistently applied and do or will fairly present the financial condition of the Borrower as of the dates, and the results of their operations for the period, for which the same are furnished to the City.

f. **Conditions Precedent.** As of the date of this Agreement, all conditions precedent referred to in Section 3 have been satisfied.

5. **Affirmative Covenants.** Until the principal and interest on the Note is paid in full, Borrower covenants and agrees that it will:

a. **Annual Financial Reports.** Furnish to City, in form satisfactory to City, not later than 90 days after the close of each fiscal year of Borrower, beginning with Borrower's fiscal year ending December 31, 2009, a balance sheet as at the close of each such fiscal year, statements of income and retained earnings and changes in financial position for each such year, and such other comments and financial details as are usually included in similar reports. The reports shall be prepared in accordance with generally accepted accounting principles consistently applied.

b. **Quarterly Financial Statements.** Furnish to City, not later than 30 days after the close of each quarter of each fiscal year of Borrower, financial statements containing the balance sheet of Borrower as of the end of each such period, statements of income and retained earnings and changes in financial position for the portion of the fiscal year up to the end of such period. These statements shall be prepared on substantially the same accounting basis as the statements required in Section 5.1 and shall be in such detail as City may require.

c. **Adverse Events.** Promptly inform City of the occurrence of any Event of Default or of any event which, with notice and/or the passage of time would become an Event of Default, or of any occurrence which has or could reasonably be expected to have a materially adverse effect upon Borrower's business, properties, financial condition or ability to comply with its obligations under this Agreement.

d. **Other Information Upon Request.** Promptly furnish to City such other information regarding the operations, business affairs and financial condition of Borrower as City may reasonably request from time to time and permit City and its employees, attorneys and agents, to inspect all of the books, records and properties of Borrower at any reasonable time.

e. **Non-Discrimination.** Ensure that no person in the United States shall on the grounds of race, creed, color, national origin or sex be excluded from participating in, be denied the benefits of, or be otherwise subject to discrimination in connection with Borrower's activities as recipient of the financial assistance provided by this Loan.

f. **Insurance.** Keep its insurable properties adequately insured and maintain:

i. insurance against fire and other risks customarily insured against by businesses engaged in the same or similar activities as that of Borrower;

- ii. necessary worker's compensation insurance;
- iii. public liability and product liability insurance; and
- iv. such other insurance as may be required by law or as may be reasonably required in writing by City.

All such insurance shall be in amounts, contain terms, in a form, for such purposes and written by such companies as may be satisfactory to City. Borrower will deliver to City, at its request, evidence satisfactory to City that such insurance has been procured and showing the City as additional insured or loss payee, as the case may be.

g. ***Environmental Regulations.*** Comply with applicable Federal, State and County clean air and water standards during the term of this Agreement and specifically agree to the following:

- i. That the facilities and the machinery and equipment utilized by Borrower are not listed on the Environmental Protection Agency's list of Violating Facilities pursuant to 40 CFR, part 15.20;
- ii. That in the event such facilities or assets are placed on the above E.P.A. list, such event shall constitute a default in the loan; and
- iii. That Borrower will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder.

h. ***Affirmative Action Program.*** Comply with all applicable Affirmative Action Programs, if any, approved by the Economic Development Administration's Office of Civil Rights.

i. ***Maintain Business Entity and Property.*** Do or cause to be done all things necessary to preserve and keep in full force and effect its own existence, rights and franchises and comply with all applicable laws; continue to conduct and operate its business substantially as conducted and operated during the present and preceding calendar year; at all times maintain and preserve all of the remainder of its property used or useful in the conduct of its business and keep the same in good repair, working order and condition, and from time to time make, or cause to be made, all needed and proper repairs, renewals, replacements, betterments and improvements thereto so that the Borrower's business may be properly and advantageously conducted at all times.

j. ***Use of Loan Proceeds.*** Use the proceeds of the loan for the purpose set forth in the Background to this Agreement.

6. ***Negative Covenants.*** From the date of this Agreement until the Note is paid in full, Borrower covenants and agrees that Borrower will not, without the prior written consent of City:

a. ***Dividends.*** Declare or pay any dividend on, or make any other distribution with respect to (whether by reduction of capital or otherwise) any share of its capital stock.

- b. **Stock Issuance.** Issue any additional shares of its capital stock.
- c. **Stock Acquisition.** Purchase, redeem, retire or otherwise acquire any of the shares of its capital stock, or make any commitment to do so.
- d. **Liens.** Create, incur, assume or allow to exist any mortgage, pledge, encumbrance, security interest, lien or charge of any kind (including any charge upon property purchased under a conditional sale or other title retaining agreement) upon any of its property or assets, whether now owned or hereafter acquired, other than in favor of City, except: (a) as required or permitted in this agreement; (b) liens for taxes not delinquent, or being contested in good faith, and, if requested by City, bonded in a manner satisfactory to City; and (c) liens not delinquent created by statute in connection with worker's compensation, unemployment insurance, social security and similar statutory obligations.
- e. **Indebtedness.** Incur, create, assume or permit to exist any indebtedness or liability on account of deposits or advances or any indebtedness or liability for borrowed money, or any other indebtedness or liability evidenced by notes, bonds, debentures or similar obligations, indebtedness required or permitted under this Agreement or indebtedness subordinated to the prior payment in full of Borrower's Indebtedness to City upon the terms and conditions approved in writing by City.
- f. **Extension of Credit.** Make loans, advances or extensions of credit to any Person, except for sales on open account and in the ordinary course of business. For the purpose of this Agreement, the word "Person" means any individual, corporation, partnership, trust, unincorporated association, joint stock company or other entity.
- g. **Guarantee Obligations.** Guarantee or otherwise in any way become or be responsible for obligations of any other Person, whether by agreement to purchase the indebtedness of any other Person, or agreement for the furnishing of funds to any other Person through the purchase of goods, supplies or services (or by way of stock purchase, capital contribution, advance or loan) for the purpose of paying or discharging the Indebtedness of any other Person, or otherwise, except for the endorsement of negotiable instruments by Borrower in the ordinary course of business for collection.
- h. **Subordinate Indebtedness.** Subordinate any indebtedness due Borrower from any Person to the indebtedness of other creditors of the obligor.
- i. **Merger.** Enter into any merger, consolidation, reorganization or recapitalization or purchase or otherwise acquire all or substantially all of the assets of any other Person.
- j. **Acquire Securities.** Purchase or hold beneficially any stock or other securities of, or make any investment or acquire any interest whatsoever in, any other Person except for certificates of deposit with maturities of one year or less of United States commercial banks with capital, surplus and undivided profits in excess of \$5,000,000 and direct obligations of the United States Government maturing within one year from the date of acquisition.
- k. **Affiliated Persons.** Permit any business enterprise in which Borrower or a stockholder, officer or director of Borrower, or a member of the immediate family of any such stockholder, officer or director, has any financial

interest to receive any proceeds of this loan directly or indirectly without first disclosing in full such financial relationship to the City.

l. ***Preferential Treatment.*** Give preferential treatment of any kind whatsoever in connection with any business transaction related to Borrower's business operations, to any of Borrower's affiliates or to any business enterprise in which Borrower or any affiliate or any stockholder, officer or director of Borrower or a member of the immediate family of any stockholder, officer or director has any financial interest but Borrower shall deal at all times with such parties and affiliates on the same basis as though Borrower was dealing with unrelated third parties.

m. ***Compensation.*** Permit the compensation of any officer, stockholder, director, partner or proprietor to be excessive, taking into consideration the financial circumstances of Borrower and the position and qualifications of the Person.

n. ***Sell Stock or Assets.*** Sell, lease, transfer, liquidate or otherwise dispose of any of the stock of, or substantially all of the assets of Borrower.

o. ***Pension Plans.*** Allow any fact, condition or event to occur or exist with respect to an employee pension and/or profit sharing plan of Borrower which might constitute grounds for termination of any such plan by the PBGC or for the appointment by a United States District Court of a trustee to administer any such plan.

7. Default.

a. ***Events of Default.*** Should any of the following events (an "Event of Default") occur, Borrower shall be in default under this Agreement:

i. ***Misrepresentation.*** If any warranty or representation of Borrower in connection with or contained in this Agreement, or if any financial data or other information now or later furnished to City by or on behalf of Borrower, shall prove to be false or misleading in any material respect;

ii. ***Failure to Pay Monies Due.*** If any principal of or interest on the Indebtedness shall not be paid within ten days after the same becomes due;

iii. ***Noncompliance with City Agreement.*** If Borrower shall fail to perform any of its obligations and covenants hereunder, or shall fail to comply with any of the provisions of this Agreement or any other agreement with the City to which it may be a party;

iv. ***Other Defaults.*** If Borrower shall default in the due payment of any of its indebtedness (other than the Indebtedness) or in the observance or performance of any term, covenant or condition in any agreement or instrument evidencing, securing or relating to such other indebtedness, and such default shall be continued for a period sufficient to permit acceleration of such indebtedness;

v. ***Judgments.*** If there shall be rendered against Borrower one or more judgments or decrees involving an aggregate liability of \$10,000 or more, which has or have become nonappealable and shall remain undischarged, unsatisfied by insurance and unstayed for more than 20 days, whether or not consecutive; or if a writ of attachment or garnishment against the property of Borrower shall be issued and levied in an action claiming

\$10,000 or more, and not released or appealed and bonded in a manner satisfactory to City;

vi. Business Suspension, Bankruptcy, Etc. If Borrower shall voluntarily suspend transaction of Borrower's business or make a general assignment for the benefit of creditors; or shall be adjudicated a bankrupt; or shall file a voluntary petition in bankruptcy or for a reorganization or to effect a plan or other arrangement with Borrower's creditors; or shall file an answer to a creditor's petition or other petition against Borrower (admitting the material allegations thereof) for an adjudication in bankruptcy or for a reorganization; or shall apply for or permit the appointment of a receiver, trustee, or custodian for any substantial portion of the properties or assets of Borrower; or if any order shall be entered by any court approving an involuntary petition seeking reorganization; or if a receiver, trustee or custodian shall be appointed for Borrower or if any substantial bankruptcy, reorganization or liquidation proceedings are instituted against Borrower and remain undismissed for 30 days; or if Borrower becomes unable to meet Borrower's obligations as they mature; or if Borrower commits an act of bankruptcy;

vii. Change of Control or Management. If Borrower or a controlling portion of its voting stock or a substantial portion of its assets comes under the practical, beneficial or effective control of one or more persons, whether by reason of death, merger, consolidation, sale or purchase of stocks or assets or otherwise; and if any such change of control or office holder adversely impacts, in the sole judgment of City, upon the ability of Borrower to carry on its business as previously conducted;

viii. Inadequate Funding or Termination of Employee Benefit Plan(s). If Borrower shall fail to meet minimum funding requirements under ERISA with respect to any employee benefit plan established or maintained by Borrower or if any such plan shall be the subject of termination proceedings (whether voluntary or involuntary) and there shall result from such termination proceedings a liability of Borrower to the PBGC which in the opinion of City will have a materially adverse effect upon the operations, business, property, assets, financial condition or credit of Borrower; or

ix. Occurrence of Certain Reportable Events. If there shall occur, with respect to any pension plan maintained by Borrower, any reportable event (within the meaning of Section 4043(b) of ERISA) which City shall determine in good faith constitutes a ground for the termination of any such plan, and if such event continues for 30 days after City gives written notice to Borrower, provided the termination of such plan or appointment of such trustee would, in the opinion of City, have a materially adverse effect upon the operations, business, property, assets, financial condition or credit of Borrower.

b. **Acceleration of Indebtedness.** Upon the occurrence of any of the Events of Default described in Sections 7(a)(i) or 7(a)(ii) or upon the occurrence of any of the Events of Default described in Sections 7(a)(iii) through 7(a)(ix) inclusive, which is not cured by Borrower or waived by City within 30 days after notice to Borrower by City, all Indebtedness shall be immediately due and payable in full at the option of City without presentation, demand, protest, notice of dishonor or other notice of any kind, all of which are expressly waived. Unless all of the Indebtedness is then fully paid, City shall have and may exercise any one or more of the rights and

remedies for which provision is made for a secured party under the Uniform Commercial Code or under any mortgage, security agreement, pledge agreement, assignment or any other related document, including, without limitation, the right to take possession and sell, lease or otherwise dispose of any or all of the Collateral. Borrower agrees, upon request of City, to assemble the Collateral and make it available to City at any place designated by City which is reasonably convenient to City and Borrower.

c. **Cumulative Remedies.** The remedies provided for by this Agreement are cumulative to the remedies for collection of the Indebtedness as provided by law or by any mortgage, security agreement or any related document. Nothing in this Agreement is intended, nor should it be construed, to preclude City from pursuing any other remedy for the recovery of any other sum to which City may be or become entitled for the breach of this Agreement by Borrower.

d. **Written Waivers.** No default shall be waived by City except in writing signed by an officer of City, and no waiver of any default shall operate as a waiver of any other default or of the same default on a future occasion.

8. **Miscellaneous.**

a. **Independent Rights.** No single or partial exercise or delay in the exercise of any right, power or privilege created by this Agreement, shall preclude other or further exercise of the rights of the parties to this Agreement.

b. **Covenant Independence.** Each covenant in this Agreement shall be deemed to be independent of any other covenant, and an exception in one covenant shall not create an exception in other covenant.

c. **No Waiver.** No forbearance on the part of City in enforcing any of its rights under this Agreement, nor any renewal, extension or rearrangement or any payment or covenant to be made or performed by Borrower hereunder shall constitute a waiver of any terms of this Agreement or of any such right.

d. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Michigan.

e. **Severability.** If any provisions of this Agreement shall for any reason be held invalid or unenforceable such invalidity or unenforceability shall not affect any other provision, but this Agreement shall be construed as if such invalid or unenforceability provisions had never been in this Agreement.

f. **Survival of Warranties, Etc.** All of Borrower's covenants, agreements, representations and warranties made in connection with this Agreement and any related document shall survive incurrence of the Indebtedness and shall be deemed to have been relied upon by the City, notwithstanding any investigation made by the City. All statements contained in any certificate or other document delivered to City at any time by or on behalf of Borrower pursuant to this Agreement or in connection with the transactions contemplated in this Agreement shall constitute representations and warranties by Borrower in connection with this Agreement.

g. **Fees for Preparation.** Borrower agrees that Borrower will pay all costs and expenses in connection with the preparation of this Agreement and the reasonable fees and disbursements of Parmenter O'Toole, as counsel for the City.

h. **Payments on Saturdays, Etc.** Whenever any payment to be made shall be stated to be due on a Saturday, Sunday or a legal holiday, such payment may be made on the next succeeding business day, and such extension, if any, shall be included in computing interest in connection with such payment.

i. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, successors and assigns; provided, however, that Borrower shall not assign or transfer its right or obligations under this Agreement without the prior written consent of City.

j. **Maintenance of Records.** Borrower will keep all of its records concerning the Collateral at its principal place of business. Borrower will give City prompt written notice of any change in its principal place of business, or in the location of said records.

k. **Notices.** All notices and communications in this Agreement or any related document or required by law to be given shall be effective when received, except that all notices and communications to Borrower shall be deemed to have been given for all purposes when sent by first class mail, postage prepaid, addressed to the address of Borrower set forth in the heading of this Agreement, or such other address as Borrower shall have designated to City in writing. The giving of at least five days' notice before City shall take any action described in any notice shall conclusively be deemed reasonable for all purposes.

l. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon the same instrument.

m. **Headings.** Article and section headings in this Agreement are included for the convenience of reference only and shall not constitute a part of this Agreement for any purpose.

Duplicate counterparts of this Agreement have been executed by Borrower and the City on the day and year above first written.

CITY:

CITY OF MUSKEGON

By: _____
Name: Steven J. Warmington
Title: Mayor
Dated: _____, 2009

BORROWER:

GREAT LAKES DIE CAST CORPORATION

By: _____
Name: Con J. Nolan
Title: President
Dated: _____, 2009

and: _____
Name: Ann Marie Becker, MMC
Title: City Clerk
Dated: _____, 2009

CERTIFICATE OF PRESIDENT

I, Con J. Nolan, the President of Great Lakes Die Cast Corporation (the "Corporation"), certifies the following:

1. The Bylaws attached as Exhibit A is a true and correct copy of the Bylaws of the Corporation on the date hereof.

2. The resolutions attached as Exhibit B are true and accurate and correct copies of the resolutions adopted by the Board of Directors of the Corporation, and such resolutions remain in effect and have not been amended, modified or repealed.

Dated: _____, 2009

By: _____
Con J. Nolan, President

Commission Meeting Date: March 24, 2009

Date: March 16, 2009
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Request to revoke the Obsolete Property Rehabilitation
Exemption Certificate at 585 W Clay

SUMMARY OF REQUEST:

Jack McPherson was issued an Obsolete Property Rehabilitation Exemption Certificate (resolution number 2007-68(b), issued August 14, 2007) for the property located at 585 W Clay. The timeline to complete the rehabilitation was one year, giving him until August 14, 2008 to do so. To date, only \$17,000 of the proposed \$200,000 in renovations have been made. Mr. McPherson does not currently have any plans to continue the rehabilitation, but may decide to in the future, in which case he would be eligible to reapply for another certificate.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To revoke the Obsolete Property Rehabilitation Certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION REVOKING THE OBSOLETE PROPERTY REHABILITATION
EXEMPTION CERTIFICATE**

JACK MCPHERSON (RESOLUTION # 2007-68b)

WHEREAS, The City of Muskegon issued an Obsolete Property Rehabilitation Exemption Certificate to Promised Land Associates on August 14, 2007; and

WHEREAS, the resolution states that the applicant shall have twelve (12) months to complete the rehabilitation. It shall be completed by August 14, 2008, or one (1) year after the Certificate is issued, whichever occurs later; and

WHEREAS, appropriate certified notice has been sent to Jack McPherson on March 17, 2009, notifying the company of the intent to revoke the Obsolete Property Rehabilitation Certificate.

NOW THEREFORE BE IT RESOLVED by the Muskegon City Commission that Obsolete Property Rehabilitation Exemption Certificate (resolution #2007-68b), for Jack McPherson and the building at 585 W Clay, is revoked.

Adopted this 24th day of March, 2009

Ayes:

Nays:

Absent

By: _____
Stephen J. Warmington
Mayor

Attest: _____
Ann Marie Becker
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on March 24, 2009.

By: _____
Ann Marie Becker
City Clerk

Date: March 24, 2009
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids for:
Merrill Ave., Seventh St. to Sixth Street (H-1649, W- 715 & S-643)

SUMMARY OF REQUEST:

To waive the irregularity in Hallack contracting bid and award them the Merrill Street project, H-1649 & W-715, since they were the lowest bidder with a total bid price of \$227,116.85 (see attached bid tabulation). Hallack contracting who is out of Hart did not use the revised bid proposal sheet which contained one less bid item.

FINANCIAL IMPACT:

The construction cost of \$227,116.85 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED:

None at this, however, the first quarter reforecast will include revised numbers from those that were originally budgeted to account for the higher prices than original expected.

STAFF RECOMMENDATION:

It is in the City's best interest to waive the irregularity (using the wrong form) and award the bid to Hallack.

COMMITTEE RECOMMENDATION:

BID PROPOSAL 03/03/09

		CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		WADEL STABILIZATION, INC. 2500 N. OCEANA DR. HART, MI 49420		BRENNER EXCAVATING 2841 132ND AVE. HOPKINS, MI 49328		JACKSON-MERKEY 555 W. WESTERN AVE. MUSKEGON, MI 49441		MILBOCKER & SONS 1256 29TH ST. ALLEGAN, MI 49010		FELCO CONTRACTORS 874 PULASKI AVE. MUSKEGON, MI 49441		DAN HOE EXCAVATING 13664 ROCKY'S RD. HOLLAND, MI 49424	
ITEM OF WORK		UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	ADJUST MANHOLE CASTING	EACH	2.0	\$400.00	\$ 800.00	\$ 410.00	\$ 820.00	\$ 470.00	\$ 940.00	\$ 345.00	\$ 690.00	\$ 415.00	\$ 830.00	\$ 250.00	\$ 500.00	\$ 325.00	\$ 650.00
2	AGG. BASE COURSE 22A @ 6" C.I.P.	S.YD.	1935.0	\$5.00	\$ 9,675.00	\$ 5.90	\$ 11,416.50	\$ 5.10	\$ 9,868.50	\$ 5.50	\$ 10,642.50	\$ 5.70	\$ 11,029.50	\$ 4.90	\$ 9,481.50	\$ 7.00	\$ 13,545.00
3	BENDS D.C.I.8" M.J. 45 DEG.	EACH	14.0	\$300.00	\$ 4,200.00	\$ 300.73	\$ 4,210.22	\$ 275.00	\$ 3,850.00	\$ 300.00	\$ 4,200.00	\$ 260.00	\$ 3,640.00	\$ 205.00	\$ 2,870.00	\$ 325.00	\$ 4,550.00
4	BITUMINOUS LEVELING 3C @ 165#/S.Y.	TON	176.0	\$60.00	\$ 10,560.00	\$ 68.10	\$ 11,985.60	\$ 72.25	\$ 12,716.00	\$ 71.50	\$ 12,584.00	\$ 68.10	\$ 11,985.60	\$ 70.00	\$ 12,320.00	\$ 70.00	\$ 12,320.00
5	BORROW FILL	C.Y.	85.0	\$5.00	\$ 425.00	\$ 12.00	\$ 1,020.00	\$ 6.25	\$ 531.25	\$ 6.50	\$ 552.50	\$ 12.00	\$ 1,020.00	\$ 8.00	\$ 680.00	\$ 8.50	\$ 722.50
6	BITUMINOUS TOP MIX 4C @ 165#/S.Y.	TON	176.0	\$65.00	\$ 11,440.00	\$ 74.90	\$ 13,182.40	\$ 79.50	\$ 13,992.00	\$ 78.65	\$ 13,842.40	\$ 74.90	\$ 13,182.40	\$ 75.90	\$ 13,358.40	\$ 75.00	\$ 13,200.00
7	CATCH BASIN CASTING EAST JORDAN #7045 OR EQUAL	EACH	6.0	\$550.00	\$ 3,300.00	\$ 600.00	\$ 3,600.00	\$ 700.00	\$ 4,200.00	\$ 430.00	\$ 2,580.00	\$ 570.00	\$ 3,420.00	\$ 705.00	\$ 4,230.00	\$ 550.00	\$ 3,300.00
8	CLEAN 54 INCH STORM SEWER PIPE	L.FT.	445.0	\$10.00	\$ 4,450.00	\$ 22.50	\$ 10,012.50	\$ 22.50	\$ 10,012.50	\$ 36.30	\$ 16,153.50	\$ 20.50	\$ 9,122.50	\$ 25.00	\$ 11,125.00	\$ 20.50	\$ 9,122.50
9	CLEAN AND GROUT JOINTS IN 54" STORM SEWER PIPE	EACH	115.0	\$100.00	\$ 11,500.00	\$ 634.00	\$ 72,910.00	\$ 320.00	\$ 36,800.00	\$ 525.00	\$ 60,375.00	\$ 745.00	\$ 85,675.00	\$ 750.00	\$ 86,250.00	\$ 745.00	\$ 85,675.00
10	CATCH BASIN FLAT TOP	EACH	6.0	\$1,300.00	\$ 7,800.00	\$ 375.00	\$ 2,250.00	\$ 1,255.00	\$ 7,530.00	\$ 925.00	\$ 5,550.00	\$ 1,300.00	\$ 7,800.00	\$ 1,075.00	\$ 6,450.00	\$ 1,800.00	\$ 10,800.00
11	CONCRETE CURB & GUTTER STD. DETAIL I	L.FT.	960.0	\$10.00	\$ 9,600.00	\$ 11.30	\$ 10,848.00	\$ 11.20	\$ 10,752.00	\$ 11.00	\$ 10,560.00	\$ 9.30	\$ 8,928.00	\$ 11.00	\$ 10,560.00	\$ 11.00	\$ 10,560.00
12	CONCRETE PAVEMENT 6"	S.YD.	253.0	\$35.00	\$ 8,855.00	\$ 29.80	\$ 7,539.40	\$ 30.70	\$ 7,767.10	\$ 28.00	\$ 7,084.00	\$ 25.30	\$ 6,400.90	\$ 25.00	\$ 6,325.00	\$ 28.00	\$ 7,084.00
13	CONCRETE APPROACH, 6", STANDARD	S.YD.	71.0	\$35.00	\$ 2,485.00	\$ 29.35	\$ 2,083.85	\$ 30.00	\$ 2,130.00	\$ 28.00	\$ 1,988.00	\$ 24.85	\$ 1,764.35	\$ 27.00	\$ 1,917.00	\$ 30.00	\$ 2,130.00
14	CONC. SIDEWALK 4"	S.FT.	1328.0	\$2.50	\$ 3,320.00	\$ 2.60	\$ 3,452.80	\$ 2.65	\$ 3,519.20	\$ 3.75	\$ 4,980.00	\$ 2.10	\$ 2,788.80	\$ 5.50	\$ 7,304.00	\$ 6.25	\$ 8,300.00
15	CONC. SIDEWALK 6"	S.FT.	105.0	\$5.00	\$ 525.00	\$ 3.05	\$ 320.25	\$ 3.10	\$ 325.50	\$ 4.25	\$ 446.25	\$ 2.55	\$ 267.75	\$ 4.00	\$ 420.00	\$ 8.00	\$ 840.00
16	CONC. SIDEWALK ADA RAMP	S.FT.	460.0	\$5.00	\$ 2,300.00	\$ 9.50	\$ 4,370.00	\$ 9.00	\$ 4,140.00	\$ 9.00	\$ 4,140.00	\$ 8.00	\$ 3,680.00	\$ 8.00	\$ 3,680.00	\$ 6.00	\$ 2,760.00
17	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	14.0	\$300.00	\$ 4,200.00	\$ 400.00	\$ 5,600.00	\$ 184.00	\$ 2,576.00	\$ 200.00	\$ 2,800.00	\$ 300.00	\$ 4,200.00	\$ 110.00	\$ 1,540.00	\$ 140.00	\$ 1,960.00
18	EXCAVATION	C.Y.	116.0	\$10.00	\$ 1,160.00	\$ 10.00	\$ 1,160.00	\$ 8.00	\$ 928.00	\$ 4.10	\$ 475.60	\$ 35.00	\$ 4,060.00	\$ 17.00	\$ 1,972.00	\$ 55.00	\$ 6,380.00
19	CURB STOP 1" MUELLER #15150 W/BOX OR EQUAL	EACH	11.0	\$200.00	\$ 2,200.00	\$ 300.00	\$ 3,300.00	\$ 250.00	\$ 2,750.00	\$ 280.00	\$ 3,080.00	\$ 390.00	\$ 4,290.00	\$ 145.00	\$ 1,595.00	\$ 250.00	\$ 2,750.00
20	EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EACH	8.0	\$150.00	\$ 1,200.00	\$ 125.00	\$ 1,000.00	\$ 100.00	\$ 800.00	\$ 105.00	\$ 840.00	\$ 95.00	\$ 760.00	\$ 250.00	\$ 2,000.00	\$ 200.00	\$ 1,600.00
21	HYDRANT STD.	EACH	1.0	\$2,000.00	\$ 2,000.00	\$ 2,350.00	\$ 2,350.00	\$ 2,365.00	\$ 2,365.00	\$ 1,910.00	\$ 1,910.00	\$ 2,030.00	\$ 2,030.00	\$ 2,300.00	\$ 2,300.00	\$ 3,000.00	\$ 3,000.00
22	MAN HOLE CASTING, E.J. #1045 OR EQUAL	EACH	5.0	\$450.00	\$ 2,250.00	\$ 625.00	\$ 3,125.00	\$ 565.00	\$ 2,825.00	\$ 305.00	\$ 1,525.00	\$ 700.00	\$ 3,500.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00
23	MAN HOLE STD. 4' I.D. 0' TO 10' DEEP	EACH	1.0	\$2,000.00	\$ 2,000.00	\$ 1,350.00	\$ 1,350.00	\$ 1,890.00	\$ 1,890.00	\$ 1,480.00	\$ 1,480.00	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,200.00	\$ 2,200.00
24	REDUCER D.C.I. 8" TO 4" M.J.	EACH	1.0	\$325.00	\$ 325.00	\$ 245.00	\$ 245.00	\$ 225.00	\$ 225.00	\$ 250.00	\$ 250.00	\$ 210.00	\$ 210.00	\$ 175.00	\$ 175.00	\$ 275.00	\$ 275.00
25	REDUCER D.C.I. 8" TO 6" M.J.	EACH	3.0	\$350.00	\$ 1,050.00	\$ 252.00	\$ 756.00	\$ 235.00	\$ 705.00	\$ 250.00	\$ 750.00	\$ 220.00	\$ 660.00	\$ 180.00	\$ 540.00	\$ 200.00	\$ 600.00
26	REMOVING CATCH BASIN	EACH	5.0	\$350.00	\$ 1,750.00	\$ 450.00	\$ 2,250.00	\$ 263.00	\$ 1,315.00	\$ 275.00	\$ 1,375.00	\$ 270.00	\$ 1,350.00	\$ 500.00	\$ 2,500.00	\$ 100.00	\$ 500.00
27	REMOVING CONC. RETAINING WALL	L FT	309.0	\$15.00	\$ 4,635.00	\$ 3.00	\$ 927.00	\$ 16.00	\$ 4,944.00	\$ 2.60	\$ 803.40	\$ 11.00	\$ 3,399.00	\$ 4.00	\$ 1,236.00	\$ 4.00	\$ 1,236.00
28	REMOVING CONC. DRIVE APPROACH	S.YD.	55.0	\$8.00	\$ 440.00	\$ 4.50	\$ 247.50	\$ 5.85	\$ 321.75	\$ 6.75	\$ 371.25	\$ 2.60	\$ 143.00	\$ 16.00	\$ 880.00	\$ 5.00	\$ 275.00
29	REMOVING CONCRETE SIDEWALK	S. FT.	1993.0	\$2.00	\$ 3,986.00	\$ 1.00	\$ 1,993.00	\$ 0.50	\$ 996.50	\$ 0.55	\$ 1,096.15	\$ 0.50	\$ 996.50	\$ 3.00	\$ 5,979.00	\$ 0.75	\$ 1,494.75
30	REMOVING MANHOLE	EACH	4	\$450.00	\$ 1,800.00	\$ 350.00	\$ 1,400.00	\$ 260.00	\$ 1,040.00	\$ 275.00	\$ 1,100.00	\$ 270.00	\$ 1,080.00	\$ 500.00	\$ 2,000.00	\$ 150.00	\$ 600.00
31	REMOVING STUMPS 37" OR LARGER	EACH	1	\$300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 320.00	\$ 320.00	\$ 400.00	\$ 400.00	\$ 270.00	\$ 270.00	\$ 1,200.00	\$ 1,200.00	\$ 275.00	\$ 275.00
32	REMOVING PAVEMENT	S.YD.	2033.0	\$5.00	\$ 10,165.00	\$ 6.00	\$ 12,198.00	\$ 2.20	\$ 4,472.60	\$ 2.75	\$ 5,590.75	\$ 3.35	\$ 6,810.55	\$ 3.00	\$ 6,099.00	\$ 2.00	\$ 4,066.00
33	REMOVING TREES 13" TO 24"	EACH	1	\$700.00	\$ 700.00	\$ 850.00	\$ 850.00	\$ 395.00	\$ 395.00	\$ 290.00	\$ 290.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00
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BID PROPOSAL 03/03/09

		CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		SCHIPPERS EXCAVATING 9829 LAKE MICHIGAN DR WEST OLIVE, MI 49460		BULTEMA BROTHERS 7744 S. DIVISION AVE. GRAND RAPIDS, MI 49548		WYOMING EXCAVATORS 9580 3 MILE RD ADA, MI 49301		RON MEYER & ASSOC. EXC. 1357 76TH AVE. ZEELAND, MI 49464		C & D HUGHES 3097 LANSING RD. CHARLOTTE, MI 48113		HALLACK CONTRACTING 4223 W POLK RD HART, MI 49420		
ITEM OF WORK			UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	ADJUST MANHOLE CASTING		EACH	2.0	\$400.00	\$ 800.00	\$ 400.00	\$ 800.00	\$ 341.48	\$ 682.96	\$ 737.00	\$ 1,474.00	\$ 325.00	\$ 650.00	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00
2	AGG. BASE COURSE 22A @ 6" C.I.P.		S.YD.	1935.0	\$5.00	\$ 9,675.00	\$ 6.25	\$ 12,093.75	\$ 7.15	\$ 13,835.25	\$ 11.00	\$ 21,285.00	\$ 5.00	\$ 9,675.00	\$ 6.00	\$ 11,610.00	\$ 6.50	\$ 12,577.50
3	BENDS D.C.I.8" M.J. 45 DEG.		EACH	14.0	\$300.00	\$ 4,200.00	\$ 300.00	\$ 4,200.00	\$ 319.86	\$ 4,478.04	\$ 535.00	\$ 7,490.00	\$ 300.00	\$ 4,200.00	\$ 280.00	\$ 3,920.00	\$ 325.00	\$ 4,550.00
4	BITUMINOUS LEVELING 3C @ 165#/S.Y.		TON	176.0	\$60.00	\$ 10,560.00	\$ 82.00	\$ 14,432.00	\$ 79.95	\$ 14,071.20	\$ 75.00	\$ 13,200.00	\$ 70.00	\$ 12,320.00	\$ 68.10	\$ 11,985.60	\$ 68.10	\$ 11,985.60
5	BORROW FILL		C.Y.	85.0	\$5.00	\$ 425.00	\$ 12.00	\$ 1,020.00	\$ 7.94	\$ 674.90	\$ 7.50	\$ 637.50	\$ 7.50	\$ 637.50	\$ 5.00	\$ 425.00	\$ 10.00	\$ 850.00
6	BITUMINOUS TOP MIX 4C @ 165#/S.Y.		TON	176.0	\$65.00	\$ 11,440.00	\$ 89.00	\$ 15,664.00	\$ 85.90	\$ 15,118.40	\$ 90.00	\$ 15,840.00	\$ 76.00	\$ 13,376.00	\$ 74.90	\$ 13,182.40	\$ 74.90	\$ 13,182.40
7	CATCH BASIN CASTING EAST JORDAN #7045 OR EQUAL		EACH	6.0	\$550.00	\$ 3,300.00	\$ 650.00	\$ 3,900.00	\$ 576.60	\$ 3,459.60	\$ 418.00	\$ 2,508.00	\$ 600.00	\$ 3,600.00	\$ 600.00	\$ 3,600.00	\$ 550.00	\$ 3,300.00
8	CLEAN 54 INCH STORM SEWER PIPE		L.FT.	445.0	\$10.00	\$ 4,450.00	\$ 10.00	\$ 4,450.00	\$ 22.47	\$ 9,999.15	\$ 23.00	\$ 10,235.00	\$ 13.50	\$ 6,007.50	\$ 20.50	\$ 9,122.50	\$ 12.00	\$ 5,340.00
9	CLEAN AND GROUT JOINTS IN 54" STORM SEWER PIPE		EACH	115.0	\$100.00	\$ 11,500.00	\$ 150.00	\$ 17,250.00	\$ 745.00	\$ 85,675.00	\$ 350.00	\$ 40,250.00	\$ 400.00	\$ 46,000.00	\$ 745.00	\$ 85,675.00	\$ 50.00	\$ 5,750.00
10	CATCH BASIN FLAT TOP		EACH	6.0	\$1,300.00	\$ 7,800.00	\$ 1,100.00	\$ 6,600.00	\$ 489.91	\$ 2,939.46	\$ 275.00	\$ 1,650.00	\$ 800.00	\$ 4,800.00	\$ 450.00	\$ 2,700.00	\$ 1,100.00	\$ 6,600.00
11	CONCRETE CURB & GUTTER STD. DETAIL I		L.FT.	960.0	\$10.00	\$ 9,600.00	\$ 9.60	\$ 9,216.00	\$ 23.06	\$ 22,137.60	\$ 13.00	\$ 12,480.00	\$ 12.00	\$ 11,520.00	\$ 9.75	\$ 9,360.00	\$ 10.75	\$ 10,320.00
12	CONCRETE PAVEMENT 6"		S.YD.	253.0	\$35.00	\$ 8,855.00	\$ 24.40	\$ 6,173.20	\$ 29.70	\$ 7,514.10	\$ 26.00	\$ 6,578.00	\$ 31.00	\$ 7,843.00	\$ 29.70	\$ 7,514.10	\$ 32.00	\$ 8,096.00
13	CONCRETE APPROACH, 6", STANDARD		S.YD.	71.0	\$35.00	\$ 2,485.00	\$ 24.40	\$ 1,732.40	\$ 49.44	\$ 3,510.24	\$ 26.00	\$ 1,846.00	\$ 31.00	\$ 2,201.00	\$ 29.70	\$ 2,108.70	\$ 32.00	\$ 2,272.00
14	CONC. SIDEWALK 4"		S.FT.	1328.0	\$2.50	\$ 3,320.00	\$ 5.60	\$ 7,436.80	\$ 2.49	\$ 3,306.72	\$ 6.00	\$ 7,968.00	\$ 2.35	\$ 3,120.80	\$ 2.25	\$ 2,988.00	\$ 2.50	\$ 3,320.00
15	CONC. SIDEWALK 6"		S.FT.	105.0	\$5.00	\$ 525.00	\$ 3.00	\$ 315.00	\$ 3.54	\$ 371.70	\$ 3.00	\$ 315.00	\$ 3.50	\$ 367.50	\$ 3.30	\$ 346.50	\$ 4.00	\$ 420.00
16	CONC. SIDEWALK ADA RAMP		S.FT.	460.0	\$5.00	\$ 2,300.00	\$ 12.00	\$ 5,520.00	\$ 8.81	\$ 4,052.60	\$ 8.00	\$ 3,680.00	\$ 6.75	\$ 3,105.00	\$ 6.50	\$ 2,990.00	\$ 7.00	\$ 3,220.00
17	CORP. STOP 1" MUELLER #15000 OR EQUAL		EACH	14.0	\$300.00	\$ 4,200.00	\$ 170.00	\$ 2,380.00	\$ 139.75	\$ 1,956.50	\$ 200.50	\$ 2,807.00	\$ 170.00	\$ 2,380.00	\$ 200.00	\$ 2,800.00	\$ 100.00	\$ 1,400.00
18	EXCAVATION		C.Y.	116.0	\$10.00	\$ 1,160.00	\$ 10.00	\$ 1,160.00	\$ 9.20	\$ 1,067.20	\$ 9.00	\$ 1,044.00	\$ 10.00	\$ 1,160.00	\$ 8.00	\$ 928.00	\$ 8.00	\$ 928.00
19	CURB STOP 1" MUELLER #15150 W/BOX OR EQUAL		EACH	11.0	\$200.00	\$ 2,200.00	\$ 275.00	\$ 3,025.00	\$ 272.09	\$ 2,992.99	\$ 282.00	\$ 3,102.00	\$ 200.00	\$ 2,200.00	\$ 200.00	\$ 2,200.00	\$ 200.00	\$ 2,200.00
20	EROSION CONTROL, INLET PROTECTION, FABRIC DROP		EACH	8.0	\$150.00	\$ 1,200.00	\$ 100.00	\$ 800.00	\$ 136.22	\$ 1,089.76	\$ 115.50	\$ 924.00	\$ 140.00	\$ 1,120.00	\$ 84.00	\$ 672.00	\$ 85.00	\$ 680.00
21	HYDRANT STD.		EACH	1.0	\$2,000.00	\$ 2,000.00	\$ 1,850.00	\$ 1,850.00	\$ 2,450.68	\$ 2,450.68	\$ 2,068.00	\$ 2,068.00	\$ 1,950.00	\$ 1,950.00	\$ 2,200.00	\$ 2,200.00	\$ 3,000.00	\$ 3,000.00
22	MAN HOLE CASTING, E.J. #1045 OR EQUAL		EACH	5.0	\$450.00	\$ 2,250.00	\$ 500.00	\$ 2,500.00	\$ 405.95	\$ 2,029.75	\$ 308.00	\$ 1,540.00	\$ 620.00	\$ 3,100.00	\$ 600.00	\$ 3,000.00	\$ 500.00	\$ 2,500.00
23	MAN HOLE STD. 4' I.D. 0' TO 10' DEEP		EACH	1.0	\$2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 2,610.31	\$ 2,610.31	\$ 2,970.00	\$ 2,970.00	\$ 1,600.00	\$ 1,600.00	\$ 1,400.00	\$ 1,400.00	\$ 1,550.00	\$ 1,550.00
24	REDUCER D.C.I. 8" TO 4" M.J.		EACH	1.0	\$325.00	\$ 325.00	\$ 250.00	\$ 250.00	\$ 276.93	\$ 276.93	\$ 380.00	\$ 380.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 275.00	\$ 275.00
25	REDUCER D.C.I. 8" TO 6" M.J.		EACH	3.0	\$350.00	\$ 1,050.00	\$ 260.00	\$ 780.00	\$ 264.86	\$ 794.58	\$ 390.00	\$ 1,170.00	\$ 260.00	\$ 780.00	\$ 300.00	\$ 900.00	\$ 285.00	\$ 855.00
26	REMOVING CATCH BASIN		EACH	5.0	\$350.00	\$ 1,750.00	\$ 250.00	\$ 1,250.00	\$ 399.33	\$ 1,996.65	\$ 330.00	\$ 1,650.00	\$ 500.00	\$ 2,500.00	\$ 250.00	\$ 1,250.00	\$ 275.00	\$ 1,375.00
27	REMOVING CONC. RETAINING WALL		L FT	309.0	\$15.00	\$ 4,635.00	\$ 6.00	\$ 1,854.00	\$ 1.52	\$ 469.68	\$ 20.00	\$ 6,180.00	\$ 11.70	\$ 3,615.30	\$ 5.00	\$ 1,545.00	\$ 15.00	\$ 4,635.00
28	REMOVING CONC. DRIVE APPROACH		S.YD.	55.0	\$8.00	\$ 440.00	\$ 20.00	\$ 1,100.00	\$ 0.66	\$ 36.30	\$ 7.00	\$ 385.00	\$ 11.70	\$ 643.50	\$ 6.00	\$ 330.00	\$ 5.00	\$ 275.00
29	REMOVING CONCRETE SIDEWALK		S. FT.	1993.0	\$2.00	\$ 3,986.00	\$ 4.00	\$ 7,972.00	\$ 0.15	\$ 298.95	\$ 3.00	\$ 5,979.00	\$ 1.30	\$ 2,590.90	\$ 1.30	\$ 2,590.90	\$ 3.50	\$ 6,975.50
30	REMOVING MANHOLE		EACH	4	\$450.00	\$ 1,800.00	\$ 350.00	\$ 1,400.00	\$ 262.67	\$ 1,050.68	\$ 330.00	\$ 1,320.00	\$ 700.00	\$ 2,800.00	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00
31	REMOVING STUMPS 37" OR LARGER		EACH	1	\$300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 800.00	\$ 800.00	\$ 440.00	\$ 440.00	\$ 400.00	\$ 400.00	\$ 1,500.00	\$ 1,500.00	\$ 400.00	\$ 400.00
32	REMOVING PAVEMENT		S.YD.	2033.0	\$5.00	\$ 10,165.00	\$ 4.00	\$ 8,132.00	\$ 3.36	\$ 6,830.88	\$ 5.00	\$ 10,165.00	\$ 2.60	\$ 5,285.80	\$ 6.00	\$ 12,198.00	\$ 2.25	\$ 4,574.25
33	REMOVING TREES 13" TO 24"		EACH	1	\$700.00	\$ 700.00	\$ 550.00	\$ 550.00	\$ 600.00	\$ 600.00	\$ 1,650.00	\$ 1,650.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00
34	SANITARY SEWER 8" SDR 35		L FT	453.0	\$35.00	\$ 15,855.00	\$ 40.00	\$ 18,120.00	\$ 83.79	\$ 37,956.87	\$ 82.00	\$ 37,146.00	\$ 51.00	\$ 23,103.00	\$ 45.00	\$ 20,385.00	\$ 37.50	\$ 16,987.50
35	SANITARY SEWER SERVICE 6" SDR 35		L FT	461.0	\$30.00	\$ 13,830.00	\$ 35.00	\$ 16,135.00	\$ 52.61	\$ 24,253,2								

BID PROPOSAL 03/03/09

		CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		KAMMINGA & ROODVOETS 3435 BROADMOOR SE GRAND RAPIDS, MI 49512		LODESTAR CONSTRUCTION 333 NORTH PARK NW GRAND RAPIDS, MI 49544		NAGEL CONSTRUCTION PO BOX 10 MOLINE, MI 49335-0010							
ITEM OF WORK		UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE						
1	ADJUST MANHOLE CASTING	EACH	2.0	\$400.00	\$ 800.00	\$ 475.00	\$ 950.00	\$ 350.00	\$ 700.00	\$ 400.00	\$ 800.00						
2	AGG. BASE COURSE 22A @ 6" C.I.P.	S.YD.	1935.0	\$5.00	\$ 9,675.00	\$ 5.50	\$ 10,642.50	\$ 5.75	\$ 11,126.25	\$ 5.50	\$ 10,642.50						
3	BENDS D.C.I.8" M.J. 45 DEG.	EACH	14.0	\$300.00	\$ 4,200.00	\$ 375.00	\$ 5,250.00	\$ 350.00	\$ 4,900.00	\$ 270.00	\$ 3,780.00						
4	BITUMINOUS LEVELING 3C @ 165#/S.Y.	TON	176.0	\$60.00	\$ 10,560.00	\$ 68.10	\$ 11,985.60	\$ 70.00	\$ 12,320.00	\$ 68.25	\$ 12,012.00						
5	BORROW FILL	C.Y.	85.0	\$5.00	\$ 425.00	\$ 1.50	\$ 127.50	\$ 12.00	\$ 1,020.00	\$ 8.00	\$ 680.00						
6	BITUMINOUS TOP MIX 4C @ 165#/S.Y.	TON	176.0	\$65.00	\$ 11,440.00	\$ 74.90	\$ 13,182.40	\$ 75.50	\$ 13,288.00	\$ 75.00	\$ 13,200.00						
7	CATCH BASIN CASTING EAST JORDAN #7045 OR EQUAL	EACH	6.0	\$550.00	\$ 3,300.00	\$ 750.00	\$ 4,500.00	\$ 725.00	\$ 4,350.00	\$ 600.00	\$ 3,600.00						
8	CLEAN 54 INCH STORM SEWER PIPE	L.FT.	445.0	\$10.00	\$ 4,450.00	\$ 25.00	\$ 11,125.00	\$ 25.00	\$ 11,125.00	\$ 21.00	\$ 9,345.00						
9	CLEAN AND GROUT JOINTS IN 54" STORM SEWER PIPE	EACH	115.0	\$100.00	\$ 11,500.00	\$ 650.00	\$ 74,750.00	\$ 775.00	\$ 89,125.00	\$ 745.00	\$ 85,675.00						
10	CATCH BASIN FLAT TOP	EACH	6.0	\$1,300.00	\$ 7,800.00	\$ 1,650.00	\$ 9,900.00	\$ 800.00	\$ 4,800.00	\$ 800.00	\$ 4,800.00						
11	CONCRETE CURB & GUTTER STD. DETAIL I	L.FT.	960.0	\$10.00	\$ 9,600.00	\$ 14.00	\$ 13,440.00	\$ 10.25	\$ 9,840.00	\$ 9.50	\$ 9,120.00						
12	CONCRETE PAVEMENT 6"	S.YD.	253.0	\$35.00	\$ 8,855.00	\$ 32.00	\$ 8,096.00	\$ 32.00	\$ 8,096.00	\$ 25.50	\$ 6,451.50						
13	CONCRETE APPROACH, 6", STANDARD	S.YD.	71.0	\$35.00	\$ 2,485.00	\$ 32.00	\$ 2,272.00	\$ 32.00	\$ 2,272.00	\$ 25.00	\$ 1,775.00						
14	CONC. SIDEWALK 4"	S.FT.	1328.0	\$2.50	\$ 3,320.00	\$ 2.50	\$ 3,320.00	\$ 2.75	\$ 3,652.00	\$ 2.25	\$ 2,988.00						
15	CONC. SIDEWALK 6"	S.FT.	105.0	\$5.00	\$ 525.00	\$ 3.50	\$ 367.50	\$ 3.75	\$ 393.75	\$ 2.60	\$ 273.00						
16	CONC. SIDEWALK ADA RAMP	S.FT.	460.0	\$5.00	\$ 2,300.00	\$ 4.00	\$ 1,840.00	\$ 10.00	\$ 4,600.00	\$ 8.00	\$ 3,680.00						
17	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	14.0	\$300.00	\$ 4,200.00	\$ 200.00	\$ 2,800.00	\$ 175.00	\$ 2,450.00	\$ 125.00	\$ 1,750.00						
18	EXCAVATION	C.Y.	116.0	\$10.00	\$ 1,160.00	\$ 8.00	\$ 928.00	\$ 30.00	\$ 3,480.00	\$ 6.50	\$ 754.00						
19	CURB STOP 1" MUELLER #15150 W/BOX OR EQUAL	EACH	11.0	\$200.00	\$ 2,200.00	\$ 350.00	\$ 3,850.00	\$ 275.00	\$ 3,025.00	\$ 250.00	\$ 2,750.00						
20	EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EACH	8.0	\$150.00	\$ 1,200.00	\$ 100.00	\$ 800.00	\$ 125.00	\$ 1,000.00	\$ 115.00	\$ 920.00						
21	HYDRANT STD.	EACH	1.0	\$2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00						
22	MAN HOLE CASTING, E.J. #1045 OR EQUAL	EACH	5.0	\$450.00	\$ 2,250.00	\$ 250.00	\$ 1,250.00	\$ 625.00	\$ 3,125.00	\$ 500.00	\$ 2,500.00						
23	MAN HOLE STD. 4' I.D. 0' TO 10' DEEP	EACH	1.0	\$2,000.00	\$ 2,000.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 800.00	\$ 800.00						
24	REDUCER D.C.I. 8" TO 4" M.J.	EACH	1.0	\$325.00	\$ 325.00	\$ 275.00	\$ 275.00	\$ 150.00	\$ 150.00	\$ 255.00	\$ 255.00						
25	REDUCER D.C.I. 8" TO 6" M.J.	EACH	3.0	\$350.00	\$ 1,050.00	\$ 300.00	\$ 900.00	\$ 150.00	\$ 450.00	\$ 395.00	\$ 1,185.00						
26	REMOVING CATCH BASIN	EACH	5.0	\$350.00	\$ 1,750.00	\$ 300.00	\$ 1,500.00	\$ 350.00	\$ 1,750.00	\$ 100.00	\$ 500.00						
27	REMOVING CONC. RETAINING WALL	L FT	309.0	\$15.00	\$ 4,635.00	\$ 9.00	\$ 2,781.00	\$ 5.00	\$ 1,545.00	\$ 6.00	\$ 1,854.00						
28	REMOVING CONC. DRIVE APPROACH	S.YD.	55.0	\$8.00	\$ 440.00	\$ 5.00	\$ 275.00	\$ 10.00	\$ 550.00	\$ 3.50	\$ 192.50						
29	REMOVING CONCRETE SIDEWALK	S. FT.	1993.0	\$2.00	\$ 3,986.00	\$ 0.75	\$ 1,494.75	\$ 1.25	\$ 2,491.25	\$ 2.50	\$ 4,982.50						
30	REMOVING MANHOLE	EACH	4	\$450.00	\$ 1,800.00	\$ 300.00	\$ 1,200.00	\$ 350.00	\$ 1,400.00	\$ 100.00	\$ 400.00						
31	REMOVING STUMPS 37" OR LARGER	EACH	1	\$300.00	\$ 300.00	\$ 350.00	\$ 350.00	\$ 550.00	\$ 550.00	\$ 400.00	\$ 400.00						
32	REMOVING PAVEMENT	S.YD.	2033.0	\$5.00	\$ 10,165.00	\$ 3.50	\$ 7,115.50	\$ 1.25	\$ 2,541.25	\$ 4.00	\$ 8,132.00						
33	REMOVING TREES 13" TO 24"	EACH	1	\$700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 700.00	\$ 700.00						
34	SANITARY SEWER 8" SDR 35	L FT	453.0	\$35.00	\$ 15,855.00	\$ 30.00	\$ 13,590.00	\$ 75.00	\$ 33,975.00	\$ 30.00	\$ 13,590.00						
35	SANITARY SEWER SERVICE 6" SDR 35	L FT	461.0	\$30.00	\$ 13,830.00	\$ 30.00	\$ 13,830.00	\$ 65.00	\$ 29,965.00	\$ 22.00	\$ 10,142.00						
36	SIDEWALK RAMP DETECT. WARN. RETROFIT	S.FT.	40.0	\$30.00	\$ 1,200.00	\$ 40.00	\$ 1,600.00	\$ 35.00	\$ 1,400.00	\$ 25.00	\$ 1,000.00						
37	SANITARY SEWER WYE 8" x 6" SDR 35	EACH	14.0	\$250.00	\$ 3,500.00	\$ 275.00	\$ 3,850.00	\$ 125.00	\$ 1,750.00	\$ 150.00	\$ 2,100.00						
38	SLEEVE LONG D.C.I. 4" M.J.	EACH	1.0	\$580.00	\$ 580.00	\$ 550.00	\$ 550.00	\$ 1,400.00	\$ 1,400.00	\$ 350.00	\$ 350.00						
39	SLEEVE LONG D.C.I. 6" M.J.	EACH	3.0	\$600.00	\$ 1,800.00	\$ 600.00	\$ 1,800.00	\$ 1,500.00	\$ 4,500.00	\$ 400.00	\$ 1,200.00						
40	SLEEVE LONG D.C.I. 8" M.J.	EACH	1.0	\$600.00	\$ 600.00	\$ 650.00	\$ 650.00	\$ 1,675.00	\$ 1,675.00	\$ 510.00	\$ 510.00						
41	STORM SEWER 10" S.D.R 35	L FT	187.0	\$40.00	\$ 7,480.00	\$ 32.00	\$ 5,984.00	\$ 50.00	\$ 9,350.00	\$ 28.00	\$ 5,236.00						
42	STORM SEWER 12" S.D.R 35	L FT	20	\$45.00	\$ 900.00	\$ 36.00	\$ 720.00	\$ 60.00	\$ 1,200.00	\$ 31.00	\$ 620.00						
43	TEE D.C.I. 8"x 8"x 8" M.J.	EACH	3.0	\$400.00	\$ 1,200.00	\$ 475.00	\$ 1,425.00	\$ 450.00	\$ 1,350.00	\$ 385.00	\$ 1,155.00						
44	TEE D.C.I. 8"x 8"x 6" M.J.	EACH	1.0	\$600.00	\$ 600.00	\$ 450.00	\$ 450.00	\$ 425.00	\$ 425.00	\$ 365.00	\$ 365.00						
45	TERRACE GRADING	L FT	517.0	\$10.00	\$ 5,170.00	\$ 4.00	\$ 2,068.00	\$ 10.00	\$ 5,170.00	\$ 8.00	\$ 4,136.00						
46	TRAFFIC CONTROL	LUMP	1.0	\$5,000.00	\$ 5,000.00	\$15,000.00	\$ 15,000.00	\$ 5,500.00	\$ 5,500.00	\$ 2,100.00	\$ 2,100.00						
47	VALVE 6" GATE M.J. W / BOX	EACH	1.0	\$750.00	\$ 750.00	\$ 800.00	\$ 800.00	\$ 625.00	\$ 625.00	\$ 690.00	\$ 690.00						
48	VALVE 8" GATE M.J. W / BOX	EACH	7.0	\$800.00	\$ 5,600.00	\$ 950.00	\$ 6,650.00	\$ 775.00	\$ 5,425.00	\$ 880.00	\$ 6,160.00						
49	WATERMAIN 4" D.C.I. CL.52	L.FT.	6.0	\$60.00	\$ 360.00	\$ 57.00	\$ 342.00	\$ 125.00	\$ 750.00	\$ 55.00	\$ 330.00						
50	WATERMAIN 6" D.C.I. CL.52	L.FT.	20.0	\$60.00	\$ 1,200.00	\$ 40.00	\$ 800.00	\$ 75.00	\$ 1,500.00	\$ 56.00	\$ 1,120.00						
51	WATERMAIN 8" D.C.I. CL.52	L.FT.	644.0	\$35.00	\$ 22,540.00	\$ 42.00	\$ 27,048.00	\$ 60.00	\$ 38,640.00	\$ 50.00	\$ 32,200.00						
52	WATER METER PIT COMPLETE	EACH	1.0	\$500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00						
53	WATER SERVICE 1" TYPE "K" COPPER	L.FT.	424.0	\$20.00	\$ 8,480.00	\$ 38.00	\$ 16,112.00	\$ 40.00	\$ 16,960.00	\$ 21.00	\$ 8,904.00						
				TOTAL	\$ 228,541.00		\$315,936.75	WRG BP	\$ 372,525.50		\$ 291,805.00						

DATE: 03/17/2009
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 #: EN080073

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 **1035 PINE ST Area 11b** 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: # EN080073 – 1035 Pine St

Location and ownership: This structure is located on Pine Street between Hartford and Concord Streets and is owned by Dessie Spoelman.

Staff Correspondence: A dangerous building inspection was conducted on 03/14/08. The Notice and Order to Repair was issued on 03/28/08. On 08/07/08 the HBA tabled case until October 2008. On 10/02/08 declared the structure substandard and dangerous.

Owner Contact: The owner's son was present for both HBA meetings stating Historic Committee was interested in taking possession and moving the structure. There has been no information on the sale or any permits to move structure.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$25,100 (Entire property)

Estimated cost to repair: \$15,000 (Exterior Only)

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 24, 2008

Enforcement # EN080073 **Property Address** 1035 PINE ST
Parcel #24-205-221-0008-00 **Owner** SPOELMAN DESSIE M

Inspector: Henry Faltinowski

Date completed: 03/14/08

DEFICIENCIES:

Uncorrected

1. House boarded chimney needs to be repaired, roof covering needs to be replaced.
2. Front porch roof rotted.
3. Front porch footing failing.
4. Back porch footing failing.
5. Soffits and fascia need repairs.
6. Garage roof needs to be replaced.
7. Garage wall bowed.

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

1035 PINE ST

01/16/2009

Inspection noted:

Uncorrected

1. House to be rewired to code.
2. Electric service to be replaced to code.
3. Smoke alarms to be installed to code.
4. Repair all ceiling, wall & floor coverings.
5. Repair all damaged windows and doors.
6. Need vac breaker per hose spigot.
7. Pressure test gas lines.
8. Inspect & certify furnace, water heater & chimney.
9. Inspect & repair all house plumbing.
10. Insure building sewer & water service are in good shape.
11. Need mixing valve on tub (all).
12. Need kitchen sink.
13. Provide heat & return air in house.
14. All plumbing & mechanical to conform with 2006 code.

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.

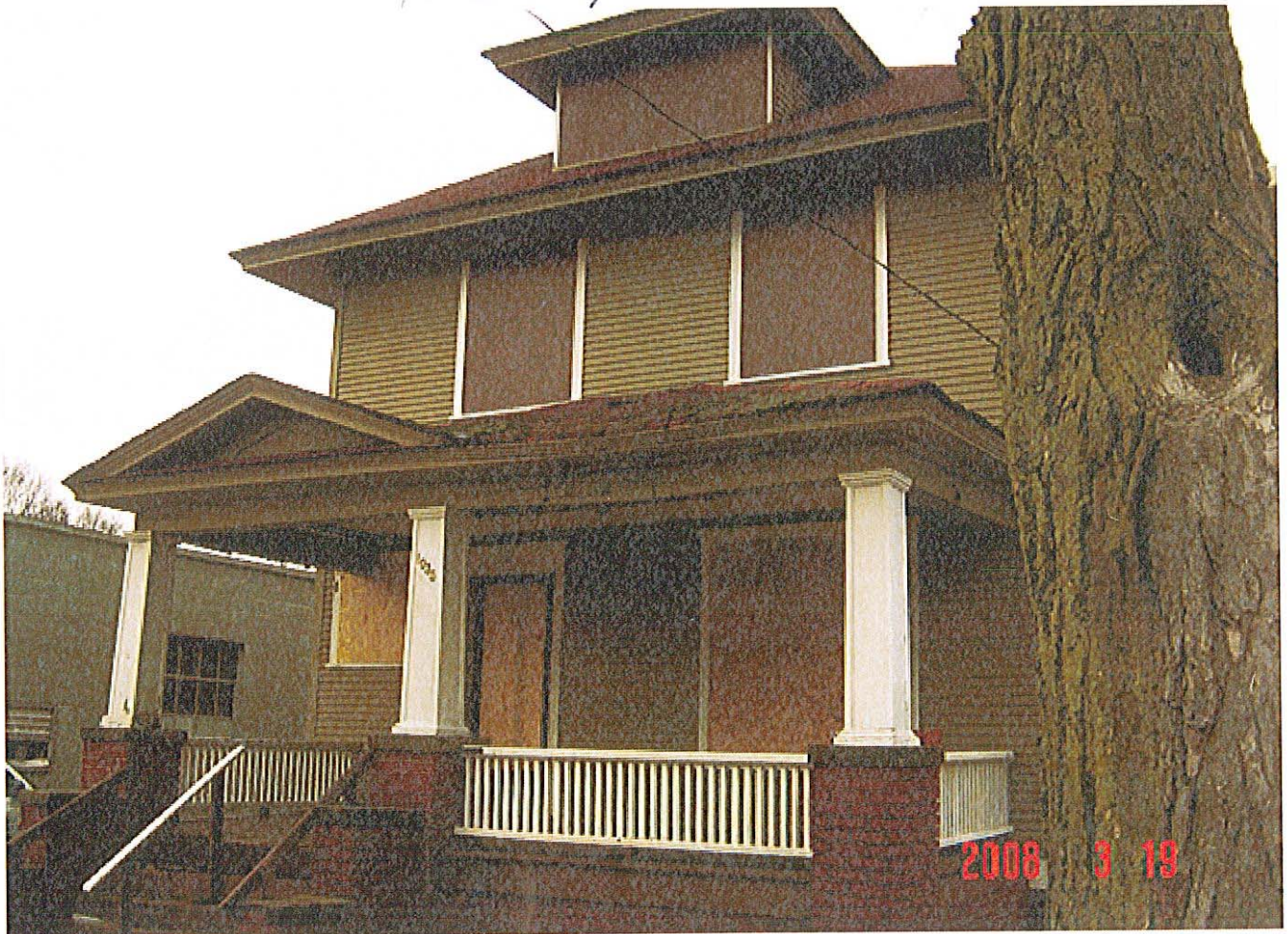
HENRY FALTINOWSKI, BUILDING INSPECTOR

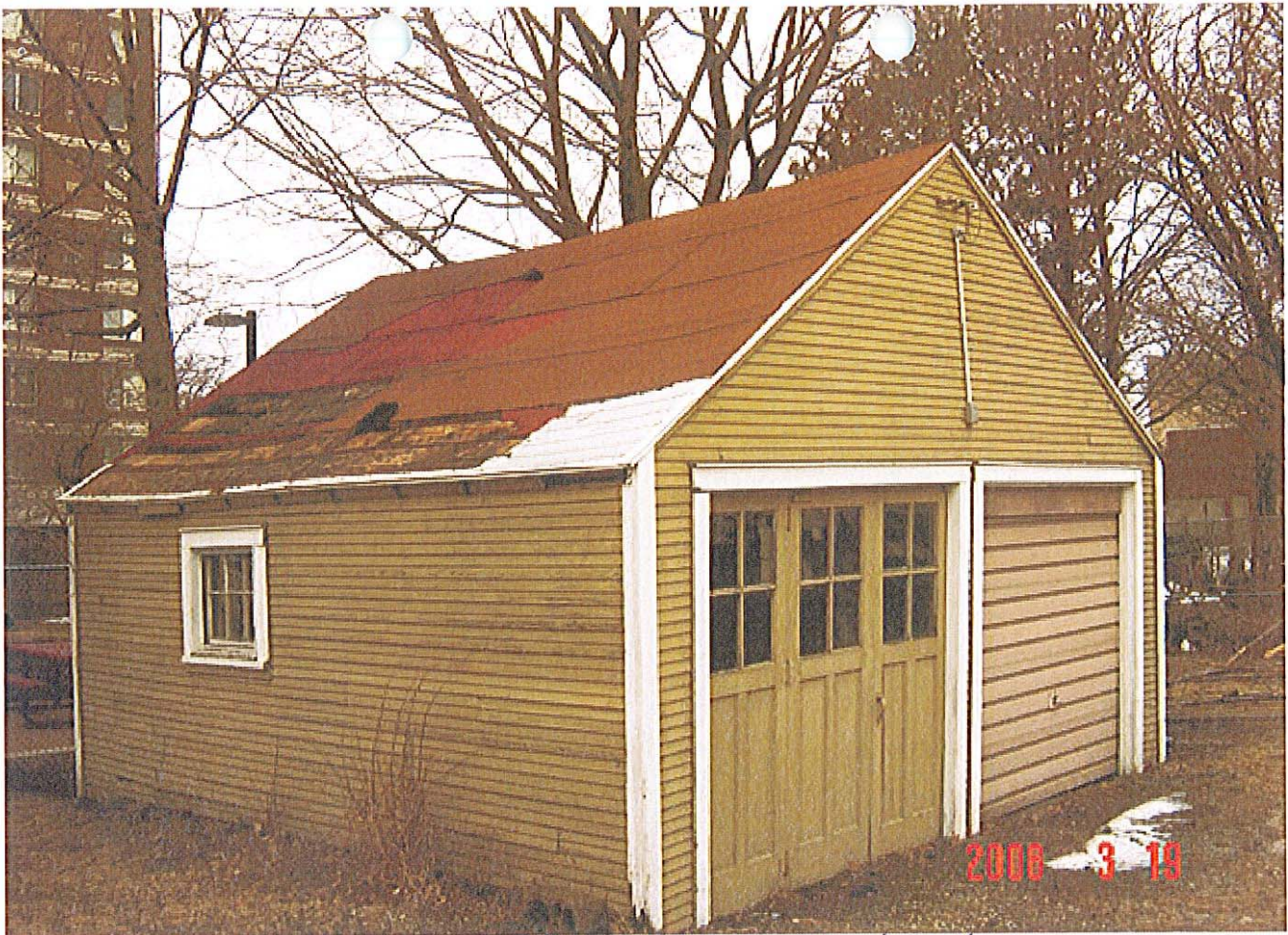
DATE

1035 PINE ST. 3/19/2008 D.B.

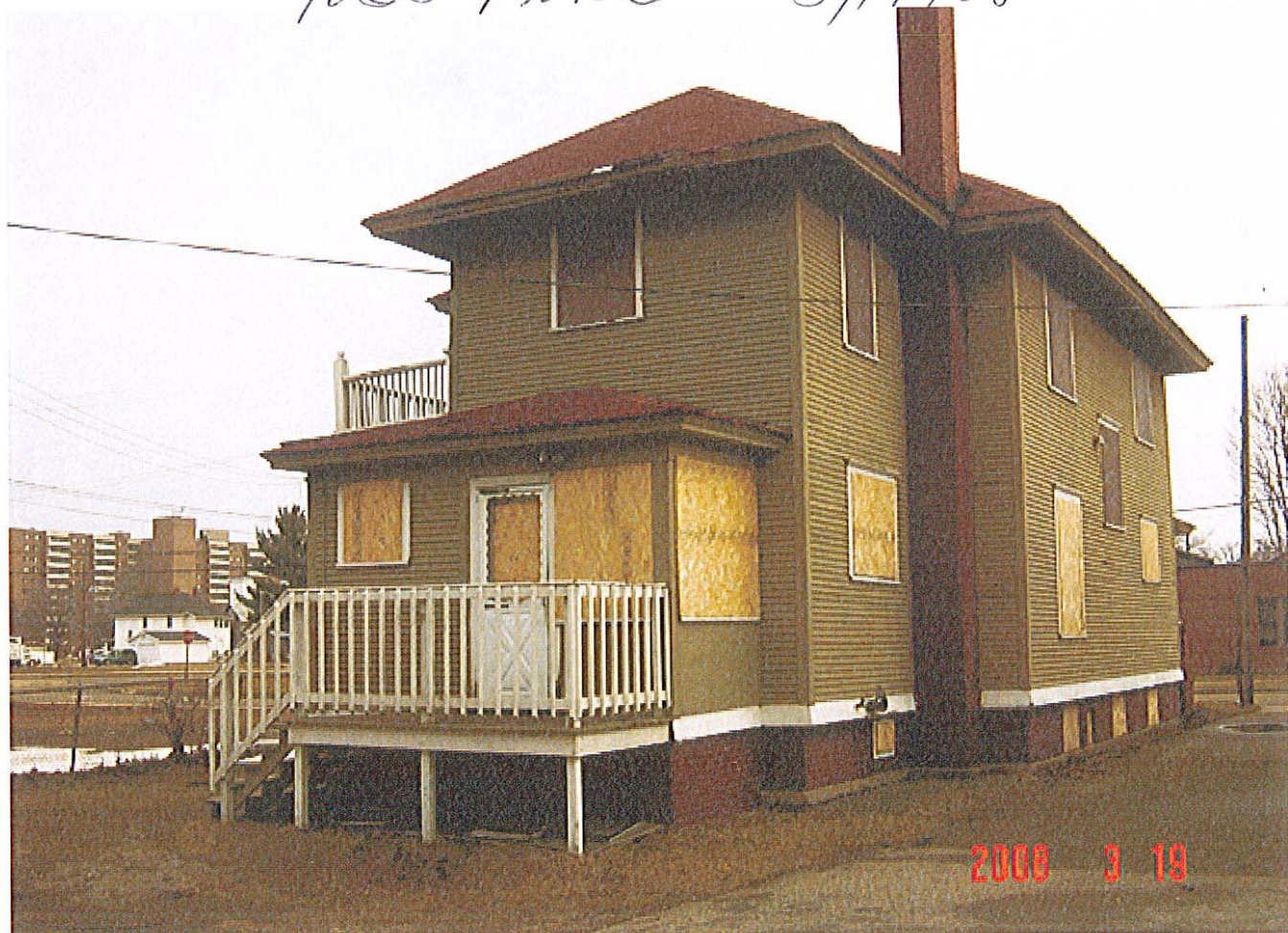


1035 Pine





1035 Pine 3/19/08



DATE: 03/17/2009
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 #: EN080128

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 **521 LEONARD AVE 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: # EN080128 – 521 Leonard

Location and ownership: This structure is located on Leonard between Langley and Marshall Streets; ownership is a land contract between Vista Ciudad LLC and Daylan Barnard.

Staff Correspondence: A dangerous building inspection was conducted on 06/03/08. The Notice and Order to Repair was issued on 06/04/08. An interior inspection was conducted 07/08/08. On 09/04/08 the HBA declared the structure substandard, a public nuisance and dangerous building.

Owner Contact: No one was present for the HBA meeting dated 09/04/08. The owner submitted timeline that was disapproved 11/06/08. Updated timeline was submitted 12/11/08. No permits have been issued.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$17,900 (Entire property)

Estimated cost to repair: \$15,000 Home & Garage

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

CITY OF MUSKEGON

933 Terrace St., P.O. Box 536, Muskegon, MI 49443 (231)724-6715

DANGEROUS BUILDING INTERIOR INSPECTION REPORT

521 LEONARD AVE

07/08/2008

Inspection noted:

Uncorrected

1. Front bedroom plugs have reverse polarity.
2. Wire garage to code.
3. Wire switch box behind door to garage properly.
4. Ceiling fans to have rated boxes.
5. One breaker is oversized.
6. Branch circuit breakers not to be ahead of main breaker.
7. Insure boxes @ all light fixtures.
8. Install smoke alarms to code.
9. Replace cut beam
10. Tuck point foundation/block wall gaps.
11. Smoke alarms to hardwire/battery backup.
12. Call when garage is cleaned up to check sill and bottom plate conditions.
13. Inspect & insure plumbing works.
14. Pressure test gas line.
15. Need vac breakers on hose spigot.
16. Need scald free faucet for tub/shower; replace strap bath lavatory.
17. Clean ductwork.
18. Inspect & certify water service & sewer.
19. Provide return air to habital spaces.
20. Need bath vent fan.
21. Support water piping & gas.
22. Need hammer arrestor for laundry.
23. Straighten out dryer vent.
24. Inspect & certify water heater, furnace, & chimney.
25. Need T & P drain for water heater.
26. Remove asbestos.
27. All plumbing & mechanical to conform 2006 code.

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

CITY OF MUSKEGON

933 Terrace St., P.O. Box 537, Muskegon, MI 49443 (231) 724-6715

DANGEROUS BUILDING INSPECTION REPORT

Wednesday, June 4, 2008

Enforcement # EN080128 **Property Address** 521 LEONARD AVE
Parcel #24-205-010-0008-00 **Owner** BARNARD DAYLAN J

Inspector: Henry Faltinowski

Date completed: 06/03/2008

DEFICIENCIES: Home & Garage

Uncorrected

1. Repair front porch roof to code rotted soffit - fascia, sagging rafters.
2. Repair foundation walls- Provide repairs for basement windows and foundation vents.
3. Repair all damaged siding.
4. Repair roof covering and roof flashing to MRC 2003 Code.
5. Garage roof collapsing - remove or rebuild to MRC code 2003 requirements.
6. Request provide interior 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

DATE: 03/16/2009
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 #: EN070250

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 **312 CROSS AVE (Garage) Area 11** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN070250 – 312 Cross (Garage)

Location and ownership: This structure is located on Cross St between Yuba and Seaway Dr and is owned by William Reed.

Staff Correspondence: A dangerous building inspection was conducted on 11/26/07. The Notice and Order to Repair was issued on 11/30/07. Case came before HBA 02/07/08 and was tabled until May 2008 meeting with owner to obtain appropriate permits and complete repairs. On 05/01/08 the HBA declared the structure substandard and dangerous with delay going to City Commission until July 2008.

Owner Contact: Mr. Reed was present for both HBA meetings dated 02/07/08 and 05/01/08 respectively. A permit was issued 07/15/08 and expired 09/01/08. A final inspection was scheduled 12/08/08 but items were found that needed to be addressed. No final inspection has been scheduled since that date.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$24,300 (Entire property)

Estimated cost to repair: \$2,500

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, November 29, 2007

Enforcement # EN070250 **Property Address** 312 CROSS AVE (Garage Only)
Parcel #24-205-130-0007-10 **Owner** REED WILLIAM S

Inspector: Henry Faltinowski

Date completed: 11/29/2007

DEFICIENCIES:

Uncorrected

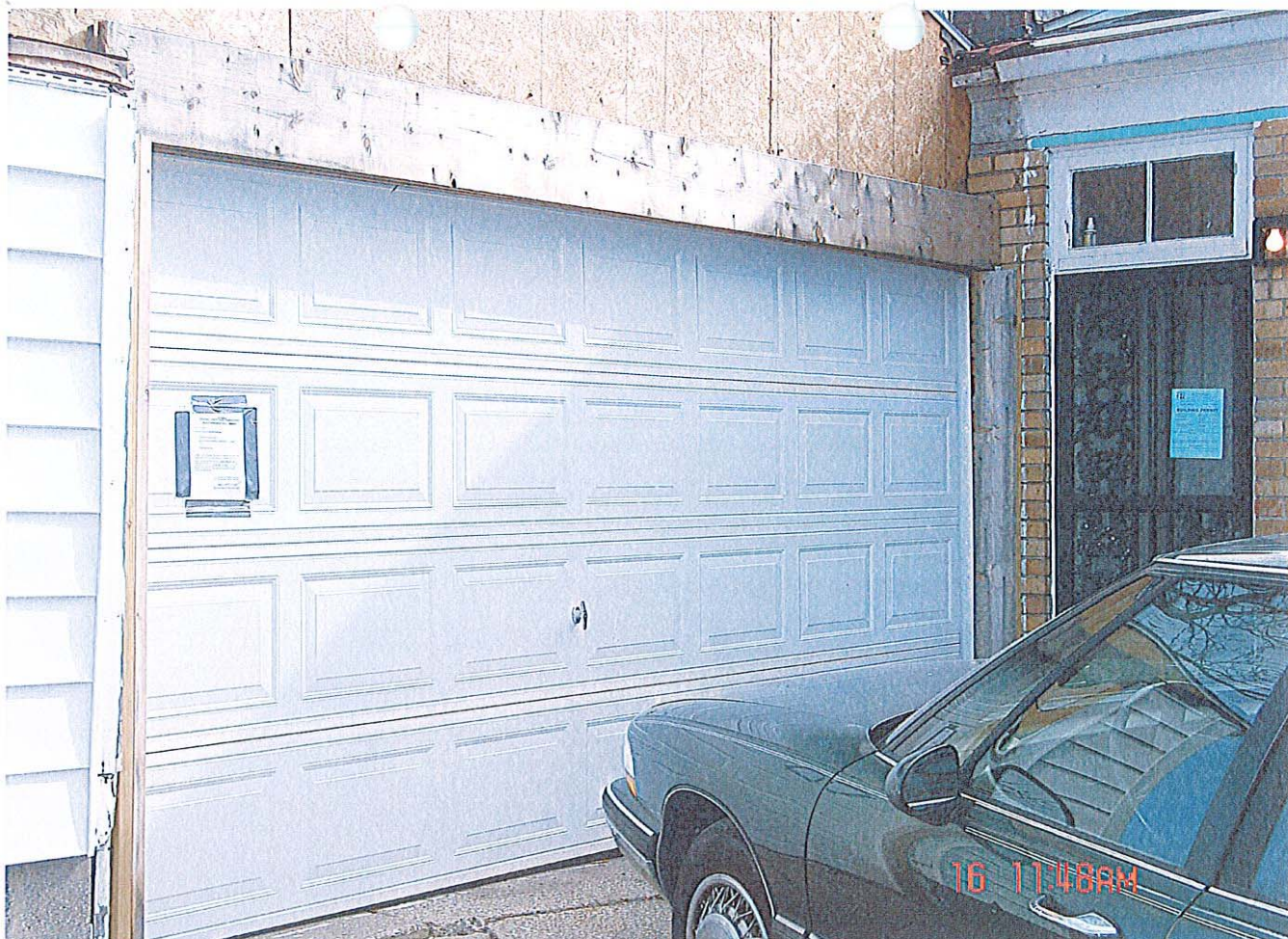
1. Garage door has large sag in rafter system - repair or replace.
2. Deteriorating roof covering replace.
3. Missing fascia and soffit on garage.
4. Missing garage doors - replace.
5. Scrape and paint all exterior wood.
6. Repair any loose or damaged siding.
7. All repairs must be completed to MRC 2003 standards.

**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



312 Cross



DATE: 03/17/2009

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 #: EN080272

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 **724 E ISABELLA AVE 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: # EN080272 – 724 E. Isabella

Location and ownership: This structure is located on Isabella between Kenneth and Holt Streets and is owned by Big Star Holdings LLC.

Staff Correspondence: A dangerous building inspection was conducted on 11/13/08. The Notice and Order to Repair was issued on 11/19/08. On 01/08/09 the HBA declared the structure substandard and dangerous.

Owner Contact: No one was present for the HBA meeting dated 12/06/07. All notices sent certified mail have returned unclaimed. No permits have been issued and no inspections scheduled.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$17,600 (Entire property)

Estimated cost to repair: \$6,000 (Exterior only)

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**

Wednesday, November 19, 2008

Enforcement # EN080272 **Property Address** 724 E ISABELLA AVE
Parcel #24-205-063-0002-70 **Owner** BIG STAR HOLDINGS LLC

Inspector: Henry Faltinowski

Date completed: 11/13/2008

DEFICIENCIES:

Uncorrected

1. Replace damage roof covering, and any damaged rafters and sheathing.
2. Repair exterior stairs - steps foundation on porch.
3. Repair all damaged siding.
4. Replace rotting basement window sills.
5. Request 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



724 Isabella





724 Gabeella



DATE: 03/17/2009
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 #: EN080273

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 **642 MCLAUGHLIN AVE (Home & Garage)** 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: # EN080273 – 642 McLaughlin

Location and ownership: This structure is located on McLaughlin between Kenneth and Maple Streets and is owned by Mary Phillips/Marvin Black, 941 Butterworth St SW, Grand Rapids, MI 49504.

Staff Correspondence: A dangerous building inspection was conducted on 11/18/08. The Notice and Order to Repair was issued on 11/19/08. On 01/08/09 the HBA declared the structure substandard and dangerous.

Owner Contact: No one was present for the HBA meeting dated 01/08/09. A letter was received in December 2008 from Mary Phillips stating she was relocating to Grand Rapids from New Orleans, LA as she was a victim of Hurricane Katrina. She indicated intention was to restore the structure but due to financial problems and surgery of co-owner would not be able to start on home immediately, no timeline was provided.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$23,300 (Entire property)

Estimated cost to repair: \$5,000 (Exterior only)

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**

Wednesday, November 19, 2008

Enforcement # EN080273 **Property Address** 642 MCLAUGHLIN AVE
Parcel #24-205-082-0012-00 **Owner** PHILLIPS MARY/BLACK MARVIN

Inspector: Henry Faltinowski

Date completed: 11/18/08

DEFICIENCIES: HOME & GARAGE

Uncorrected

1. Home is boarded partially back door open.
2. Replace missing damaged siding.
3. Repair foundation wall, missing mortar blocks out of alignment, open crawl space area.
4. Paint and graffiti on home and garage.
5. Interior wall and floor damage.
6. Inspection by trade inspectors requested for interior.

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.

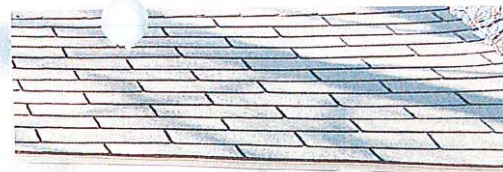
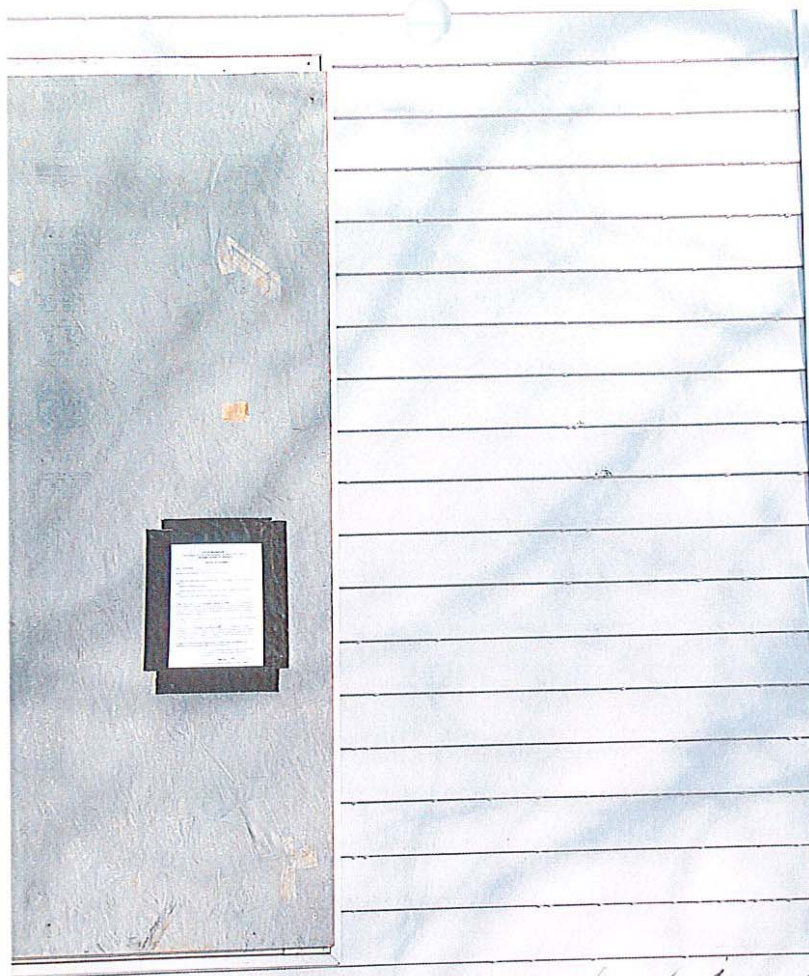
Henry Faltinowski, Building Inspector

Date



642 McLaughlin





642 McLaughlin





642 McLaughlin



DATE: 03/17/2009

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 #: EN080259

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 **1505 LAKESHORE DR (Garage)** 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: # EN080259 – 1505 Lakeshore Dr. (Garage)

Location and ownership: This structure is located on Lakeshore Dr. between Schuyler and Greeley Streets and is owned by HSBC Mortgage Services, Inc., 636 Grand Regency Blvd., Brandon, FL 33510.

Staff Correspondence: A dangerous building inspection was conducted on 10/28/08. The Notice and Order to Repair was issued on 10/30/08. On 01/08/09 the HBA declared the structure substandard and dangerous.

Owner Contact: No one was present for the HBA meeting dated 01/08/09. No permits have been issued, no inspections scheduled and no owner contact.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$55,100 (Entire property)

Estimated cost to repair: \$2,000

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 30, 2008

Enforcement # EN080259 **Property Address** 1505 LAKESHORE DR (Garage Only)
Parcel #24-205-526-0006-00 **Owner** HSBC MORTGAGE SERVICES INC

Inspector: Henry Faltinowski

Date completed: 10/28/2008

DEFICIENCIES:

Uncorrected

- 1. Replace damage roofing blue tarp hanging off roof of garage.**
- 2. Large amount of debris around structure - clean up debris and schedule 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

1505 Lakeshore



1505 Lakeshore (Garage)



1465
P.M.

Date: March 24, 2009
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
**RE: Presentation by Kathy Evans – Proposed
Shoreline Habitat Restoration and Public Access
Improvements Projects**

SUMMARY OF REQUEST: Kathy Evans has requested to make a short presentation regarding a proposed Shoreline Habitat Restoration and Public Access Improvement Projects – NOAA Great Lakes Habitat Restoration Grant and US EPA Great Lakes Legacy Act.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

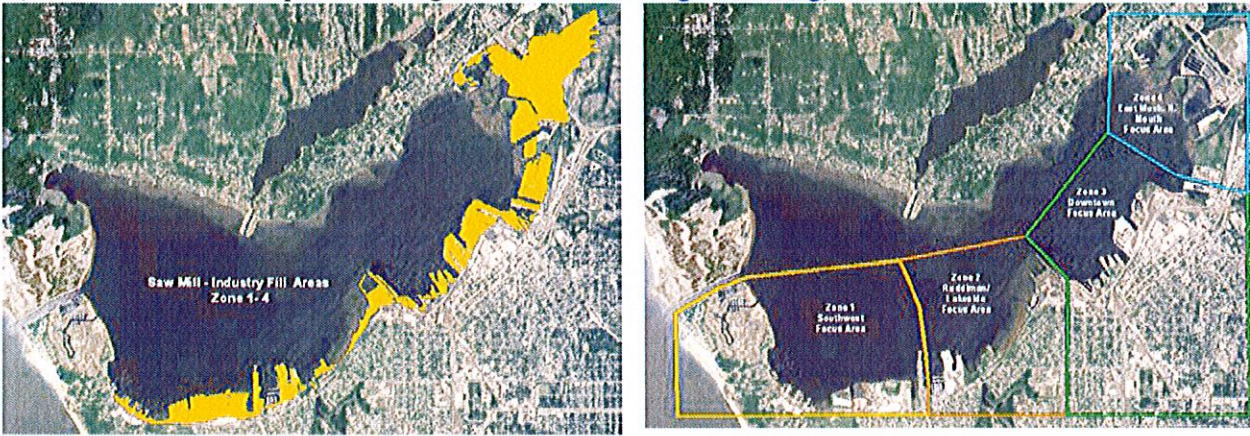
STAFF RECOMMENDATION:

**Proposed Shoreline Habitat Restoration and Public Access Improvement Projects
NOAA Great Lakes Habitat Restoration Grant and US EPA Great Lakes Legacy Act**

**Request for Letter of Support for Grant Proposals
City of Muskegon Commission Meeting – March 24, 2009**

1. Muskegon Lake Loss of Fish and Wildlife Habitat-Community-Based Restoration Goals

Background: The area of Muskegon Lake is approximately 73% its original size due to historic filling. There are additional losses of aquatic habitat that have occurred to Muskegon Lake in the form of slab wood, sawdust, dredging, and chemical contamination. The greatest loss of fish and wildlife habitat occurred in the shallow water areas of the lake that are the most productive habitat for aquatic resources. Measureable targets for fish and wildlife habitat restoration have been established by the Muskegon Lake Watershed Partnership (MLWP). Reaching these targets will also allow Muskegon Lake to be delisted as a Great Lakes Areas of Concern (AOC). (See fish and wildlife plan and targets on www.muskegonlake.org).



During the process of establishing restoration targets, not only the health and ecology of the lake was considered, but also the feasibility of reasonable on-the-ground restoration within each of the four focus areas zones. Consideration was given to each zone's unique characteristics, including past and present land use; the city's master plan vision for future land use, zoning, community goals and the willingness of landowners to participate.

The Muskegon Lake Watershed Partnership is a partnership-based volunteer organization, formed in 1993 to restore Muskegon Lake and to remove it from the list of Great Lakes "Areas of Concern." The MLWP includes representatives from the public sector, neighborhood associations, businesses, industry, conservation, charitable organizations and the general public. The MLWP's well-attended monthly meetings are open to the public and are held at GVSU Annis Water Resources Institute and at the Michigan Alternative and Renewable Energy Center. The MLWP habitat committee meets at West Michigan Shoreline Regional Development Commission (WMSRDC). The MLWP's strong partnership of community organizations provides MLWP with technical, scientific and planning assistance to develop projects and grant proposals to restore water quality and fish and wildlife habitat and to de-list the Muskegon Lake AOC. The City of Muskegon is and has been represented on the MLWP since its inception and continues to play an important role in the cleanup and restoration projects.

2. Funds are Available for Restoration and Public Access Improvements

The MLWP presently has an agreement with the National Oceanic and Atmospheric Administration (NOAA) to carry out \$3.4 million in shoreline restoration. Substantially more NOAA funding is available through the stimulus package. **A proposal to acquire more funding is due April 6, 2009. As a landowner, the City of Muskegon is requested to provide a letter of support to be attached to the NOAA Grant Proposal, by April 1, 2009. Additional funding is available though the EPA Legacy Act for the Division Street outfall cleanup. Letters of support from the City are also required for these funds.**

3. City of Muskegon Sites

Site A: Hartshorn Peninsula(Option #1), *Focus Area 2*

Restored area / size: 1.3 acres and 1280 linear feet

Recreation Improvements: Fully accessible fishing piers, walk trail, small boat marina, and parking improvements.

Total estimated cost: \$2.7 million

Landowner agreements: The property is permanently protected for public use under the Department of Interior / National Park Service Land and Water Conservation Fund and the City of Muskegon

Site B: Grand Trunk, Muskegon Lake Shoreline, *Focus Area 1*

Removal of 2.9 acres of unnatural fill with restoration of 1.7 acres of shallow water aquatic habitat restoration and establishment of 1,400 ft. emergent vegetation/vegetative shoreline buffer

Restored area / size: 2.9 acres and 1400 linear feet

Total estimated cost: \$1.5 million and possibly more for marine debris removal.

Recreation Improvements: Ramp expansion, restroom facilities, paved parking, picnic and landscaping.

Landowner agreements: Michigan Department of Natural Resources has provided a letter indicating their support and willingness to carry out the project.

Site C: Fisherman's Landing, *Focus Area 3*

Restored area / size: 1.4 acres and 610 linear feet

Total estimated cost: \$581,800

Recreational Improvements: Potential improvements to the public a walk trail and fishing piers.

Landowner agreements: The City of Muskegon provided letters indicating their commitment to maintain the project and to manage the site for permanent public access. The site is currently under permanent protection for public use under the Land and Water Conservation Fund requirements and the City of Muskegon land acquisition agreement.

Site D: Former Amoco Tank Farm (Peninsula Area)

Restored area / size: 1 acres and 850 linear feet

Total estimated cost: \$937,180 and more for marine debris removal

Recreational Improvements: Potential for fishing pier.

Landowner agreements: The property is permanently protected for public use under the Department of Interior / National Park Service Land and Water Conservation Fund and the City of Muskegon

Site E: South Branch of the Muskegon River from Richards Park to Muskegon Lake

An engineered design will be complete by June 1, 2009 to restore the riparian edge by removing unnatural fill with shoreline protection and restored wetland. Consumers Energy is a partner, along with Verplank Trucking on the opposite side of the South Branch.

Restored area / size: 1.0 acres and 800 linear feet of treatment, improving 1,190 linear feet.

Total estimated cost: \$307,377

Engineered Design: JFNew is developing final, engineered design to be bid-ready by June 1, 2009.

Landowner agreements: Consumers Energy letter of support for the project and to maintain the site.

Site F: The Lakeshore Bike Path between the Amoco site and Lakeshore Yacht Club

Proposed restoration is for the shoreline and in the shallow water to remove fill and restore open water wetland

Restored area / size: 7.3 acres and 2,667 linear feet

Total estimated cost: \$2,189,600

Site G: Mouth of Ruddiman Creek

Proposed restoration is for the shoreline to remove fill, broken concrete and to restore open water wetland. (No removal of rubble/blockage at mouth included, pending hydrologic assessment.)

Restored area / size: 3 acres and 800 linear feet

Total estimated cost: \$395,177

Site H: YMCA/Rotary Park

Muskegon County will be the lead partner with the EPA Great Lakes Legacy Act to restore this site

Restored area / size: 4.8 acres and 1100 linear feet

Total estimated cost: \$301,310

Landowner agreements: YMCA has agreed to provide a letter indicating their willingness to provide \$85,000 of land value as match. Muskegon County has agreed to pursue acquisition of the property and to maintain the site and to manage it for public use with a permanent conservation easement. Muskegon County is working with EPA Great Lakes Legacy Act as a non-federal sponsor for this site.

Site I: Heritage Landing

Muskegon County will be the lead partner with the EPA Great Lakes Legacy Act to restore this site

Restored area / size: 1 acres and 450 linear feet

Total estimated cost: \$218,892

Landowner agreements: Muskegon County is working with EPA Great Lakes Legacy Act as a non-federal sponsor for this site

4. Request for City of Muskegon:

At this time, the MLWP is requesting the City of Muskegon's approval to move forward with the proposed shoreline restoration projects in the form of a letter of support to be included with the NOAA proposal. The proposal is being prepared by the MLWP habitat committee and WMSRDC. **The proposal is due April 6, 2009. Landowners are requested to provide letters of support by April 1, 2009.** Additional funding is available through the EPA Legacy Act for the Division Street outfall cleanup. Letters of support from the City will also be required for these funds at a later date. A Powerpoint presentation, illustrating the restoration designs proposed for each site, will be shown at the March 24, 2009 City of Muskegon Commission meeting. A sample letter of support will also be provided for your consideration.