

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 22, 2005

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
 - A. Sarah Johnson
 - B. Larry DeCou
- ❑ INTRODUCTIONS/PRESENTATION:
- ❑ CONSENT AGENDA:
 - A. Approval of Minutes. CITY CLERK
 - B. Request to Fly the Norwegian Flag. CITY CLERK
 - C. FIRST READING: Zoning Ordinance Amendment to Article II (Definitions) of the Zoning Ordinance. PLANNING & ECONOMIC DEVELOPMENT
 - D. FIRST READING: Zoning Ordinance Amendment to Article II (Definitions) of the Zoning Ordinance. PLANNING & ECONOMIC DEVELOPMENT
 - E. FIRST READING: Zoning Ordinance Amendment to the Sign Ordinance for Campus Signage. PLANNING & ECONOMIC DEVELOPMENT
 - F. FIRST READING: Rezoning Request for Properties Located at 704, 714, 724, and 734 E. Apple Avenue. PLANNING & ECONOMIC DEVELOPMENT
 - G. The Abonmarche Group Agreement. LEISURE SERVICES
 - H. Street Lights on Shoreline Drive between Spring and Eastern. ENGINEERING
- ❑ PUBLIC HEARINGS:
 - A. Create a Special Assessment District for Ireland Avenue, Franklin to Davis. ENGINEERING
 - B. Create a Special Assessment District for Franklin Street, Laketon to Ireland. ENGINEERING

C. Community Development Block Grant/HOME Final Allocation Decision. COMMUNITY & NEIGHBORHOOD SERVICES

D. 2005 - 2010 Consolidated Plan and Accept the Consolidated Plan and Direct Staff to Continue the Public Comment Period. COMMUNITY & NEIGHBORHOOD SERVICES

❑ COMMUNICATIONS:

❑ CITY MANAGER'S REPORT:

❑ UNFINISHED BUSINESS:

❑ NEW BUSINESS:

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

B. Contract Extension Agreement – One-Year Street Sweeping Contract for 2005. PUBLIC WORKS

C. Bathroom Facilities Agreement with Fisherman's Landing, Inc. CITY MANAGER

D. Consideration of Bids for Clay Avenue, Terrace to Spring. ENGINEERING

E. 2005 Fire Act Grant. PUBLIC SAFETY

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

1. 1907 Hoyt

2. 291 Washington (Area 10b)

3. 1142 Washington (Area 12)

4. 1694 Pine

5. 1756 Ray - Garage

❑ 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 GAIL A. KUNDINGER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

CITY OF MUSKEGON STATE OF MICHIGAN

PROCLAMATION

WHEREAS, the City of Muskegon pauses to honor and recognize Larry Decou selflessly risking his life to rescue three duck hunters on the Muskegon River Saturday the 20th day of November, 2004; and

WHEREAS, a catastrophe was avoided because of a quick response to danger and life saving action demonstrated by Larry Decou; and

WHEREAS, this courageous action in averting what could have been a tragic loss to family, friends, and community deserves special recognition by the governing body of this city; and

NOW, THEREFORE, BE IT RESOLVED, that I, Steve Warmington, Mayor of the City of Muskegon, and speaking on behalf of the City Commission and citizens of Muskegon, do hereby set aside March 22, 2005, to honor Larry Decou for his heroism.

IN WITNESS WHEREOF, we hereunto set our hands and cause the seal of the City to be affixed this 22nd day of March 2005.

Stephen J. Warmington, Mayor

Bill Larson, Vice Mayor

Chris Carter, Commissioner

Stephen J. Gawron, Commissioner

Clara Shepherd, Commissioner

Kevin Davis, Commissioner

Lawrence O. Spataro, Commissioner

Date: March 22, 2005
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Community Relations Committee and the Commission Worksession that was held on Monday, March 7, 2005; and the Regular Commission Meeting that was held on Tuesday, March 8, 2005.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 22, 2005

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 22, 2005.

Mayor Warmington opened the meeting with a prayer from Pastor Sarah Johnson of the Word of Truth Outreach 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 Bill Larson, Commissioner Lawrence Spataro, Chris Carter, Kevin Davis, and Stephen Gawron, City Manager Bryon Mazade, City Attorney John Schrier, and Deputy City Clerk Linda Potter.

Absent: Commissioner Clara Shepherd (excused)

2005-28 HONORS AND AWARDS:

A. Larry DeCou. Proclamation was presented to Larry DeCou by Mayor Warmington.

2005-29 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Community Relations Committee and the Commission Worksession that was held on Monday, March 7, 2005; and the Regular Commission Meeting that was held on Tuesday, March 8, 2005.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Request to Fly the Norwegian Flag. CITY CLERK

SUMMARY OF REQUEST: The Sons of Norway request permission to fly the Norwegian Flag outside City Hall on Tuesday, May 17th to celebrate Norwegian Independence Day.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

C. FIRST READING: Zoning Ordinance Amendment to Article II (Definitions) of the Zoning Ordinance. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Article II (Definitions) to clarify the definition for "Setback, Front".

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance to clarify the definition for "Setback, Front".

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the amendment at their 3/10/05 meeting. The vote was unanimous in favor of the amendment, with B. Turnquist and S. Warmington absent.

D. FIRST READING: Zoning Ordinance Amendment to Article II (Definitions) of the Zoning Ordinance. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Article II (Definitions) to add a definition for "Informational Sign".

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance to add a definition for "Informational Sign".

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the amendment at their 3/10/05 meeting. The vote was unanimous in favor of the amendment, with B. Turnquist and S. Warmington absent.

E. FIRST READING: Zoning Ordinance Amendment to the Sign Ordinance for Campus Signage. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Section 2334(10.) of Article XXIII (General Provisions) to amend the sign ordinance language regarding campus signage.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance to amend the sign ordinance language regarding campus signage.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the amendment at their 3/10/05 meeting. The vote was unanimous in favor of the amendment, with B. Turnquist and S. Warmington absent.

F. FIRST READING: Rezoning Request for Properties Located at 704, 714, 724, and 734 E. Apple Avenue. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to rezone properties located at 704, 714, 724, and 734 E. Apple Avenue, from R-1, Single Family Residential to B-2, Convenience & Comparison Business.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of the request.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their 3/10/05 meeting. The vote was unanimous in favor of the amendment, with B. Turnquist and S. Warmington absent.

G. The Abonmarche Group Agreement. LEISURE SERVICES

SUMMARY OF REQUEST: To approve a professional service agreement with The Abonmarche Group to provide engineering services for the Phase III marina improvement project at Hartshorn Marina.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve.

H. Street Lights on Shoreline Drive between Spring and Eastern. ENGINEERING

SUMMARY OF REQUEST: Authorize staff to enter into an agreement with Consumer Energy to install a total of nineteen (19) street lights along the newly constructed section of Shoreline Drive between Ryerson Creek and Webster Avenue to the north east. Some of the proposed lights will be installed along the realigned Ottawa Street between Western & Shoreline Drive. This request does not encompass the remainder of the Shoreline Drive route between Ryerson Creek & First due to on-going negotiations regarding the soil conditions in that area. The proposed street lights will be similar in appearance to those installed on Harvey Street by the crossing mall in Fruitport Township.

FINANCIAL IMPACT: \$29,200.

BUDGET ACTION REQUIRED: None at this time since the cost is expected to be an eligible expense to the state's grant.

STAFF RECOMMENDATION: Authorize staff to sign the contract with Consumer Energy to install the street lights as described.

Motion by Commissioner Carter, second by Commissioner Spataro to approve the Consent Agenda as presented.

ROLL VOTE: Ayes: Warmington, Carter, Davis, Gawron, Larson, and Spataro

Nays: None

MOTION PASSES

2005-30 PUBLIC HEARINGS:

A. Create a Special Assessment District for Ireland Avenue, Franklin to Davis.
ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the proposed special assessment

for Ireland, Davis to Franklin, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

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

The Public Hearing opened at 5:38 p.m. to hear and consider any comments from the public. Comments in opposition were heard from Richard Smith, 1151 Ireland.

Motion by Commissioner Gawron, second by Commissioner Carter to close the Public Hearing at 5:47 p.m.

ROLL VOTE: Ayes: Carter, Davis, Gawron, Larson, Spataro, and Warmington

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Commissioner Carter to table the special assessment of Ireland, Davis to Franklin to the April 12th meeting.

ROLL VOTE: Ayes: Davis, Gawron, Larson, Spataro, Warmington, and Carter

Nays: None

MOTION PASSES

B. Create a Special Assessment District for Franklin Street, Laketon to Ireland.
ENGINEERING

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

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

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

The Public Hearing opened at 5:48 p.m. to hear and consider any comments from the public. Comments in opposition were heard from: John Hulka, 1028 W. Larch; Robert O'Conner representing 1721 Franklin, 1735 Franklin, and 1045 W. Larch; and Mark Bouwkamp, 1027 W. Dale.

Motion by Commissioner Spataro, second by Commissioner Carter to close the Public Hearing at 6:06 p.m.

ROLL VOTE: Ayes: Gawron, Larson, Spataro, Warmington, Carter, and Davis

Nays: None

MOTION PASSES

Motion by Commissioner Spataro, second by Commissioner Gawron to table the special assessment of Franklin, Laketon to Ireland to the April 12th meeting.

ROLL VOTE: Ayes: Gawron, Larson, Spataro, Warmington, Carter, and Davis

Nays: None

MOTION PASSES

C. Community Development Block Grant/HOME Final Allocation Decision.
COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: For the City Commission to conduct a Public Hearing in reference to 2005-2006 CDBG/HOME allocations. After the Public Hearing is over, it is hoped that the Commission will make their final allocation decision concerning the 2005-2006 CDBG/HOME allocations for this coming fiscal year. The Commission has received the recommendation from the Citizen's District Council and the City Administration. The Commission made their preliminary recommendations during the March 8, 2005, City Commission Meeting. After receiving the Commissions final allocation decision, the CNS Office will amend the City's 2005-2006 Action Plan if needed and continue the comment period until April 17, 2005. At that time, the City will request the U.S. Housing and Urban Development Department for the release of the funds for the 2005-2006 fiscal year to begin June 1, 2005.

FINANCIAL IMPACT: The decision will determine the CDBG/HOME budget for 2005-2006.

BUDGET ACTION REQUIRED: The decision will establish the budget.

STAFF RECOMMENDATION: The Commission has already received the staff recommendation.

The Public Hearing opened at 6:08 p.m. to hear and consider any comments from the public. Mayor Warmington called a break in the Public Hearing from 6:20 p.m. to 6:30 p.m. Comments were heard from Lois Springs, 313 W. Webster, representing Red Cross; Diana Miller, 280 Ottawa, representing Muskegon Habitat for Humanity; Dave Eling representing Veterans Affairs; Wilma Cullen representing Healthcare Agency; Joseph Bush, 1506 Lexington representing Neighborhood Invest. Corp., 1115 Third Street, and Jamie Langlois, 280 Ottawa, representing Habitat for Humanity.

Motion by Commissioner Gawron, second by Vice Mayor Larson to close the Public Hearing at 7:14 p.m.

ROLL VOTE: Ayes: Spataro, Warmington, Carter, Davis, Gawron, and Larson

Nays: None

MOTION PASSES

Motion by Vice Mayor Larson, second by Commissioner Davis to approve the Community Development Block Grant/HOME allocations as recommended by the Citizen District Council.

ROLL VOTE: Ayes: Spataro, Warmington, Carter, Davis, Gawron, and Larson

Nays: None

MOTION PASSES

D. 2005 - 2010 Consolidated Plan and Accept the Consolidated Plan and Direct Staff to Continue the Public Comment Period. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: For the City Commission to conduct a Public Hearing in reference to 2005-2010 Consolidated Plan in order to receive comments from the public concerning the City's five-year plan produced by the CNS Office. After the Commission has received comments from the public, the CNS Office asked that the Commission approve the Consolidated Plan and direct the CNS Office to continue the public comment period which began March 17, 2005, and ends April 17, 2005. After receiving the Commissions approval on or about April 17, 2005, the CNS Office will deliver the Consolidated Plan with all other required documentation to the U.S. Department of Housing and Urban Development for their approval.

FINANCIAL IMPACT: The City is required to produce a Consolidated Plan to continue receiving CDBG and Home funding.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Consolidated Plan.

The Public Hearing opened at 7:17 p.m. to hear and consider any comments from the public. Comments were heard from Jason Bolton, 1182 W. Dale.

Motion by Commissioner Spataro, second by Commissioner Carter to close the Public Hearing at 7:23 p.m., accept the Consolidated Plan and direct staff to continue the public comment period.

ROLL VOTE: Ayes: Warmington, Carter, Davis, Gawron, Larson, and Spataro

Nays: None

MOTION PASSES

2005-31 NEW BUSINESS:

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

SUMMARY OF REQUEST: The contract for mowing of lots and trash clean up of public and private properties previously held by Freelance Enterprises Inc. will expire on March 28, 2005. A request for bids was advertised and two companies placed bids. Freelance Enterprises is the low bidder for a two-year agreement.

FINANCIAL IMPACT: the bids came in lower than the amounts paid under the previous contract, this may lower the cities costs.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the contract and to authorize the Mayor and

City Clerk to sign a two-year agreement with Freelance Enterprises, for the mowing of lots and trash removal on properties located within the City.

Motion by Commissioner Carter, second by Commissioner Gawron to approve the environmental program mowing and trash clean-up contract with Freelance Enterprises.

ROLL VOTE: Ayes: Carter, Davis, Gawron, Larson, Spataro, and Warmington

Nays: None

MOTION PASSES

B. Contract Extension Agreement – One-Year Street Sweeping Contract for 2005. PUBLIC WORKS

SUMMARY OF REQUEST: To enter into a one-year contractual agreement with TRI-US SERVICES, INC., to provide street sweeping services for 2005.

FINANCIAL IMPACT: \$137,866.40 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.

Motion by Commissioner Carter, second by Commissioner Gawron to grant the contract extension for one year.

ROLL VOTE: Ayes: Davis, Gawron, Larson, Spataro, Warmington, and Carter

Nays: None

MOTION PASSES

C. Bathroom Facilities Agreement with Fisherman's Landing, Inc. CITY MANAGER

SUMMARY OF REQUEST: To approve a development and reimbursement agreement between the City and Fisherman's Landing, Inc. The agreement will enable the construction of a new bathroom facility at Fisherman's Landing and provides for a reimbursement of the costs for the same by Fisherman's Landing, Inc.

FINANCIAL IMPACT: \$146,926.24.

BUDGET ACTION REQUIRED: The 2005 budget will need to be readjusted to account for this new expenditure.

STAFF RECOMMENDATION: To approve the agreement.

Motion by Commissioner Gawron, second by Commissioner Spataro to approve the agreement between the City and Fisherman's Landing, Inc.

ROLL VOTE: Ayes: Gawron, Larson, Spataro, Warmington, Carter, and Davis

Nays: None

MOTION PASSES

D. Consideration of Bids for Clay Avenue, Terrace to Spring. ENGINEERING

SUMMARY OF REQUEST: Award the paving, using asphalt, and underground utility construction contract (H-1592, W-666 & S-601) for Clay Avenue between Terrace and Spring to Wadel Stabilization out of Hart, MI. Wadel was the lowest, responsible bidder with a bid price of \$364,887.60.

FINANCIAL IMPACT: The construction cost \$364,887.60 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to Wadel Stabilization.

Motion by Vice Mayor Larson, second by Commissioner Spataro to award the contract for Clay Avenue, between Terrace and Spring to Wadel Stabilization.

ROLL VOTE: Ayes: Larson, Spataro, Warmington, Carter, Davis, and Gawron

Nays: None

MOTION PASSES

E. 2005 Fire Act Grant. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety requests the Commission's authorization to apply for a 2005 Fire Act Grant (Federal). The amount that will be requested is \$55,000. The funds will be used to purchase turnout gear, helmets and boots. We would also purchase cold water rescue suits. We have previously applied for, and been awarded, three grants under this program. The City is responsible for a 10% match (\$5,500).

FINANCIAL IMPACT: The funds for the match would come from the Fire Department equipment fund.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of this request.

Motion by Commissioner Spataro, second by Commissioner Gawron to approve the application for the 2005 Fire Act Grant.

ROLL VOTE: Ayes: Spataro, Warmington, Carter, Davis, Gawron, and Larson

Nays: None

MOTION PASSES

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

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures listed above are unsafe, substandard, a public nuisance and that they be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition

of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

1. 1907 Hoyt

LOCATION AND OWNERSHIP: This structure is located on Hoyt between Holbrook and Keating and is owned by Scott Smith.

STAFF CORRESPONDENCE: This case began 6/13/03 because of the house being vacant, open and large amount of trash and debris left. A police report dated 5/20/03 was issued answering complaint from neighbor because home was left open and in a state of disrepair inside. A dangerous building inspection was conducted on 6/13/03 and an interior inspection conducted 7/9/03 the notice and order to repair was issued on 8/22/03. On 10/2/03 the HBA tabled the case to allow owner time to obtain permits and complete required repairs. The HBA declared the structure substandard and dangerous on 12/2/04.

OWNER CONTACT: The owner was present for the HBA meeting in October of 2003 stating he planned on doing repairs but had just buried his son. There have been no permits pulled or owner contact since that time. Brian Sokol representing Huntington Bank requested copies of inspection reports in December of 2004.

FINANCIAL IMPACT: General Funds

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$33,800

ESTIMATED COST TO REPAIR: \$30,000

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

2. 1142 Washington (Area 12)

LOCATION AND OWNERSHIP: This structure is located on Washington between Barclay Street and Davis Street and is owned by Bank One Assoc., 9350 Waxie Way, San Diego, CA 92123.

STAFF CORRESPONDENCE: A dangerous building inspection was conducted on 5/12/04 and the notice and order to repair was issued on 5/12/04. On 8/5/04 the HBA declared the structure substandard and dangerous.

OWNER CONTACT: No one was present to represent this case for the HBA meeting. The only contact from the owner was after the first notice was issued. She called to state she is being foreclosed on. She has moved out and left no forwarding address with the Inspection Department.

FINANCIAL IMPACT: General Funds.

BUDGET ACTION REQUIRED: None.

STATE EQUALIZED VALUE: \$30,900.

ESTIMATED COST TO REPAIR: \$25,000 Exterior Only.

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

3. 1694 Pine

LOCATION AND OWNERSHIP: This structure is located on Pine between Dale and Larch and is owned by Joel Ramos.

STAFF CORRESPONDENCE: This case began as a rental complaint because of a collapsed ceiling. A dangerous building inspection was conducted 6/30/04. Notice and Order was sent 7/23/04. The case came before the HBA 9/2/04 and was declared dangerous, substandard and a public nuisance.

OWNER CONTACT: The owner wrote a letter to the Inspection Department dated 9/1/04 stating that he had just purchased the home and due to financial strain was not able to repair it. He asked for six months to make necessary improvements. An electrical permit was pulled in 2/3/03 but no inspection was scheduled. No other permits have been pulled or inspections scheduled and no further contact with owner since that time.

FINANCIAL IMPACT: CDBG Funds

BUDGET ACTION REQUIRED: None.

STATE EQUALIZED VALUE: \$16,500.

ESTIMATED COST TO REPAIR: \$30,000

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

4. 1756 Ray – Garage

LOCATION AND OWNERSHIP: this structure is located on Ray between E. Laketon Avenue and E. Larch Avenue and is owned by Samuel/Debra McClure.

STAFF CORRESPONDENCE: A dangerous building inspection was conducted on 7/22/04 and the notice and order to repair was issued on 7/23/04. On 9/2/04 the HBA declared the structure substandard and dangerous.

OWNER CONTACT: There has been no owner contact, no permits issued and no inspections scheduled.

FINANCIAL IMPACT: CDBG Funds

BUDGET ACTION REQUIRED: None.

STATE EQUALIZED VALUE: \$15,900 (Entire Building).

ESTIMATED COST TO REPAIR: \$2,500 (Exterior Only – Garage)

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

Motion by Commissioner Spataro, second by Commissioner Gawron to concur with the Housing Board of Appeals decision to demolish 1907 Hoyt, 1142 Washington, 1694 Pine, and 1756 Ray – garage.

ROLL VOTE: Ayes: Spataro, Warmington, Carter, Davis, Gawron, and Larson

Nays: None

MOTION PASSES

5. 291 Washington (Area 10b)

LOCATION AND OWNERSHIP: This structure is located on Washington between Sixth Street and Seventh Street and is owned by Bank One Assoc., 9350 Wixie Way, San Diego, CA 92123.

STAFF CORRESPONDENCE: a dangerous building inspection was conducted on 5/6/04 and an interior inspection on 8/2/04 the notice and order to repair was issued on 5/7/04. On 8/5/04 the HBA declared the structure substandard and dangerous.

OWNER CONTACT: Mr. Holden was present to represent this case. He stated he lives at 291 Washington and can start repairs in 30 days. He was given a copy of the interior inspection that was conducted earlier in the week at the HBA meeting. There have been no permits issued or inspections scheduled and no owner contact since that time.

FINANCIAL IMPACT: CDBG.

BUDGET ACTION REQUIRED: None.

STATE EQUALIZED VALUE: \$13,300.

ESTIMATED COST TO REPAIR: \$30,000.

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

Motion by Commissioner Spataro, second by Commissioner Gawron to refer 291 Washington back to staff.

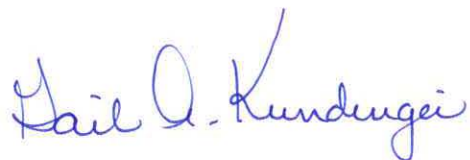
ROLL VOTE: Ayes: Warmington, Carter, Davis, Gawron, Larson, and Spataro

Nays: None

MOTION PASSES

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

Respectfully submitted,



Gail A. Kunderinger, MMC
City Clerk

Date: March 22, 2005
To: Honorable Mayor and City Commissioners
From: Gail Kunding, City Clerk
RE: Request to Fly the Norwegian Flag

SUMMARY OF REQUEST: The Sons of Norway request permission to fly the Norwegian Flag outside City Hall on Tuesday, May 17th to celebrate Norwegian Independence Day.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval



Sons of Norway

Sognefjord Lodge No. 523



420 Harvey Street, Muskegon, Michigan 49442

March 14, 2005

City of Muskegon
Clerk's Office

On behalf of Sognefjord Lodge 523, Sons of Norway, I would like to request permission for our lodge to fly the flag of Norway on Tuesday, May 17, 2005. May 17th is Norwegian Independence Day. If it is possible we would like to display the flag as in the past, in the front of City Hall, facing Terrace Street.

Our lodge officers are as follows:

President: Gordon Gutowski, 5130 Davis Rd., Muskegon, MI 49441

Vice President: Larry Bringedahl, 2358 Spruce St., Muskegon, MI 49444

Secretary: Louise Engle, 4235 Doral Dr., Muskegon, MI 49442

Financial Secretary: Jordis Hutchins, 3734 Patricia Dr., Muskegon, MI 49445

Our lodge is located at 420 Harvey Street, Muskegon, MI 49442. We are a Fraternal Benefit Organization and have our 501(C)3 designation as a non-profit organization. I, Gordon Gutowski, will be responsible for the flag's condition and presentation.

Thank you for your consideration in this matter.

Sincerely,

Gordon M. Gutowski
President, Sognefjord Lodge 523

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

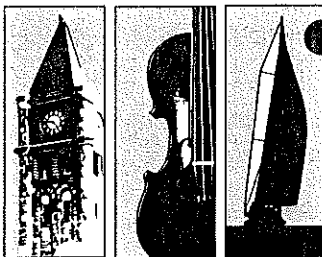
Public Works Dept.
(231)724-4188
FAX: (231)722-4188

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 23, 2005

Mr. Gordon M. Gutowski
President, Sognefjord Lodge 523
420 Harvey Street
Muskegon, MI 49442

Dear Mr. Gutowski:

Your request to fly the flag of Norway on Tuesday, May 17, 2005, in front of City Hall has been approved by the City Commission. If you have any questions, please call me at 724-6915.

Thank you,

Linda Potter

Linda Potter
Deputy Clerk

Commission Meeting Date: March 25 2005

*Needs
2nd Reading*

Date: March 14, 2005
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CB*
RE: Zoning Ordinance Amendment to Article II (Definitions) of the Zoning Ordinance

SUMMARY OF REQUEST:

Request to amend Article II (Definitions) to clarify the definition for "Setback, Front".

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of the Zoning Ordinance to clarify the definition for "Setback, Front".

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the amendment at their 3/10 meeting. The vote was unanimous in favor of the amendment, with B. Turnquist and S. Warmington absent.

Commission Meeting Date: March 25 2005

*Needs
2nd Reading*

Date: March 14, 2005
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Zoning Ordinance Amendment to Article II (Definitions) of the Zoning Ordinance

SUMMARY OF REQUEST:

Request to amend Article II (Definitions) to add a definition for "Informational Sign".

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of the Zoning Ordinance to add a definition for "Informational Sign".

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the amendment at their 3/10 meeting. The vote was unanimous in favor of the amendment, with B. Turnquist and S. Warmington absent.

Commission Meeting Date: March 22, 2005

*Needs
2nd Reading*

Date: March 14, 2005
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Zoning Ordinance Amendment to the Sign Ordinance for Campus Signage

SUMMARY OF REQUEST:

Request to amend Section 2334 (10.) of Article XXIII (General Provisions) to amend the sign ordinance language regarding campus signage.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of the Zoning Ordinance to amend the sign ordinance language regarding campus signage.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the amendment at their 3/10 meeting. The vote was unanimous in favor of the amendment, with B. Turnquist and S. Warmington absent.

Commission Meeting Date: March 22, 2005

*Needs
2nd Reading*

Date: March 14, 2005
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development CBC
RE: Rezoning request for properties located at 704, 714, 724,
and 734 E. Apple Avenue

SUMMARY OF REQUEST:

Request to rezone properties located at 704, 714, 724, and 734 E. Apple Avenue, from R-1, Single Family Residential to B-2, Convenience & Comparison Business.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the request.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 3/10 meeting. The vote was unanimous in favor of the amendment, with B. Turnquist and S. Warmington absent.

Date: March 22, 2005
To: Honorable Mayor and City Commissioners
From: Melissa Haug *M. Haug*
RE: The Abonmarche Group agreement

SUMMARY OF REQUEST:

To approve a professional service agreement with The Abonmarche Group to provide engineering services for the Phase III marina improvement project at Hartshorn Marina.

FINANCIAL IMPACT:

Approximately \$104,253. A 50% match will be provided by the MDNR.

BUDGET ACTION REQUIRED:

The City is in the process of borrowing funds.

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

Administrative 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

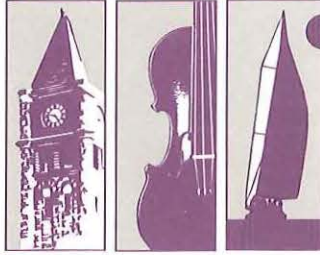
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

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

Date: March 22, 2005
To: Honorable Mayor and City Commissioners
From: Melissa Haug *M. Haug*
Re: The Abonmarche Group Agreement

I am requesting your approval of the professional service agreement with The Abonmarch Group to provide engineering services for the Phase III Marina Improvement project at Hartshorn Marina.

The cost of the services is approximately \$104,253.00 with a 50% match being provided by the MDNR. The actual cost of the agreement will depend on actual construction costs.

Thank you for your consideration.

CITY OF MUSKEGON
HARTSHORN MARINA – PHASE III

PROFESSIONAL SERVICES AGREEMENT
WATERWAYS PROJECT

THIS AGREEMENT, entered into the 22nd day of March, A.D., 2005, by and between the City of Muskegon, hereinafter referred to as the "OWNER", AND Abonmarche Consultants, Inc., hereafter referred to as the "ENGINEER/ARCHITECT".

WITNESSETH:

WHEREAS, the Owner is desirous of constructing certain recreational boating facilities to be developed on or adjacent to certain properties of Owner located at Hartshorn Marina; and

WHEREAS, the Owner desires that a complete preliminary study be made to determine the feasibility and the most desirable means of constructing said recreational boating facilities; and

WHEREAS, Engineer/Architect engages in the business of furnishing professional engineering/architectural services within the State of Michigan; and

WHEREAS, the Owner desires to engage the Engineer/Architect to make and to complete such a preliminary study including, but not limited to, conducting the necessary surveys and to prepare the necessary reports, sketches, drawings, designs, outline specifications, preliminary cost estimates; and

WHEREAS, the Owner, at its meeting held the 22nd day of March, 2005, authorized the execution of this professional services agreement.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Engineer/Architect agrees to conduct a preliminary study, which shall conform with professional standards and shall be conducted with the view towards determining the economic and physical feasibility of accomplishing the construction of certain recreational boating facilities to be developed on or adjacent to certain properties of Owner located at Hartshorn Marina. All plans, reports and other documents shall be prepared under the direct supervision of and signed and sealed by a registered professional engineer/architect duly registered as such in the State of Michigan. The said study shall contain, in addition to the usual content of such study, such additional data as is set forth hereinafter.

2. The Engineer/Architect agrees to perform the following services:

a. To make such ~~topographic~~ and hydrographic surveys as shall be necessary to:

~~(1) Locate all structures, pipelines, electrical lines, telephone lines, and sewers; physical features; ground elevations and like information.~~

(2) Determine underwater navigational hazards and limits of areas to be dredged.

(3) Make reasonably accurate estimates of the volume of material to be dredged, excavated, and/or required for fill.

~~(4) Ascertain whether a property survey is necessary and advise the Owner in writing of the necessity of making the same, the reason why such survey is necessary, and the estimated cost thereof. The Engineer/Architect shall not conduct or have conducted a property survey unless specifically authorized to do so in writing by the Owner. In the event the Owner shall so authorize the Engineer/Architect, the cost of said property survey shall be considered an additional item above and beyond the compensation hereinafter provided. A property survey shall consist of locating and staking corners of the property and providing the Owner with a legal description and sketch signed and sealed by a registered land surveyor. In the event the Engineer/Architect shall perform or have performed a property survey without the express written consent of the Owner, the Owner shall in no manner be obligated to pay any additional sum to the Engineer/Architect as a result of his making or having caused to be made such unauthorized property survey.~~

~~b. To make such studies of soil conditions as are necessary to design building foundations, foundation piles, spring piles, pavements, ramps, embankments, bulkheads, and to determine possible difficulties, which may be encountered in dredging, excavating, and/or filling. Such studies shall include but shall not be limited to the following:~~

~~(1) Obtaining all the available data regarding soil conditions including, but not limited to, reports prepared by the U.S. Army, Corps of Engineers, reports prepared by or for the Owner or others in the area, reports prepared by or for the Department of Transportation, discussions with persons who may be familiar with soil conditions in the area, and the gathering of all other like information which may be reasonably available.~~

(2) Making such probings and shallow auger borings as are usually included within the scope of preliminary studies, but excluding the taking of test borings. —

c. ~~To prepare preliminary designs and complete preliminary cost estimates~~
~~necessary to determine the feasibility and cost of~~
~~_____.~~

~~(1) A written report describing the procedures and methods used in accomplishing the preliminary study required by this Agreement.~~

~~(2) A plan of the site of the work showing base lines, bench marks, proposed or actual boring and/or probing locations, logs of all subsurface investigations and all pertinent topography including soundings referred to International Great Lakes Datum.~~

(3) A preliminary plan of the recommended work plus informative sections and elevations.

(4) A preliminary cost estimate for the recommended project subdivided into quantities and unit prices, and additional preliminary cost estimates and descriptions of other methods of providing the recreational boating facilities considered in arriving at the recommended project. Such cost estimate shall include an item for contingencies and an item for engineering.

~~e. To make such other studies and investigations and to prepare such other plans, reports, and documents as are generally included within the scope of a preliminary study.~~

3

a. Two and one-half (2.50) times the direct payroll costs incurred, not to exceed \$7,500 as compensation for making whatever topographic and hydrographic surveys as are necessary. Direct payroll costs are defined as the actual amount paid the employee for work on the project exclusive of fringe benefits, vacations, sick leave, other indirect costs and profit. It is to be understood that the above compensation does not include payment for property surveys. If a property survey is authorized by the Owner, payment for such a survey will be made.

b. A fee of twenty-five hundred dollars Dollars, (\$ 2,500), as compensation for the preliminary study. All charges incurred by the Engineer/Architect in carrying out this contract including, but not limited to travel expense, phone calls, telegrams, employee payroll for both office and field work, Engineer/Architect time and materials furnished, subsurface explorations not otherwise excepted, and all other work and services necessary for the completion of the said preliminary study shall be regarded as being compensated for in full at the time of payment to the Engineer/Architect of the fee set forth in this Agreement.

The Engineer/Architect shall complete the said preliminary study no later than 30 days calendar days following execution of this contract and subsequent written notice to proceed with the preliminary study by the Owner.

4. In the event that the Engineer/Architect shall be retained to accomplish the work of preparing final construction drawings, specifications and final estimates; advertising for bids and awarding of contracts; supervising construction; including, but not limited to, consultation and periodic inspection, preparing estimates for progress payments to the contractors, assisting in interpretation of drawings and specifications, checking of shop drawings, reviewing changes required, preparing change orders, checking estimates of any additional work, and assisting in the final inspection and approval of performance, said Engineer/Architect shall be paid pursuant to the schedule hereinafter set forth. In addition to the above and as a part of the services described herein, the Engineer/Architect shall:

a. Prepare the necessary forms and apply for all permits. This includes, but is not limited to, permits required by the following agencies:

(1) U.S. Army, Corps of Engineers.

(2) Land and Water Management Division, Michigan Department of Environmental Quality, and

(3) The agency administering the Soil Erosion and Sedimentation Act.

b. Furnish the Owner, upon completion of all construction work, one complete set of reproducible "As Built" drawings which shall incorporate all changes which occurred after the construction contracts were awarded.

For preparation of final construction drawings, specifications and estimates, applications for permits, and advertising, opening and tabulating bids, 75% of the total applicable fee as hereinafter set forth shall be paid to the Engineer/Architect. For awarding of contracts, supervising construction and related work, and preparing "As Built" drawings, 25% of said total applicable fee shall be paid to the Engineer/Architect. In addition to the above, the Engineer/Architect shall furnish, at the site, a minimum number of hours of competent field supervision equal to 16 plus the total amount of the fee in dollars divided by 400. The Engineer/Architect shall also lay out a baseline and establish a bench mark for the Contractor's use. If, in the Engineer/Architect's judgment, the nature of the work demands inspection or construction survey work beyond that required in this agreement, the Engineer/Architect shall submit an estimate of the number of hours and the extent of inspection and/or survey work to the Owner. This shall be submitted to the Owner prior to award of the contract. If the Owner authorizes inspection and/or construction survey services beyond that required by this Agreement, the Engineer/Architect shall be compensated for said services by a fee equal to two and one-half (2.50) times the direct payroll costs, as defined under paragraph 3a, incurred in performing said services. The following fee schedule shall apply to work performed under this Agreement by the Engineer/Architect and does not include the fee paid for the preliminary study:

CONSTRUCTION COST

FEE

Up to \$25,000	Fee to be negotiated
\$25,000 to \$50,000	\$4,100 plus 8.5% of the costs over \$25,000.
\$50,000 to \$100,000	\$6,225 plus 7% of the costs over \$50,000
\$100,000 to \$1,000,000	\$9,725 plus 6.3% of the costs over \$100,000
\$1,000,000 to \$3,000,000	\$66,425 plus 5.2% of the costs over \$1,000,000
\$3,000,000 to \$5,000,000	\$170,425 plus 4.9% of the costs over \$3,000,000
\$5,000,000 to \$7,000,000	\$268,425 plus 4.7% of the costs over \$5,000,000

The above fees shall apply to the construction costs based on the award of one construction contract. In the event that multiple construction contracts are awarded, the fee shall be equal to the fee based on the sum total cost of all the construction contracts taken together plus one-third of the difference between that fee and the sum of the fees for each construction contract computed individually. Payment to the Engineer/Architect shall be made on the basis of the contract price, or sum of the prices, providing a contract or contracts are awarded. In the event contracts are not awarded, payment shall be made to the Engineer/Architect upon the basis of the Engineer/Architect's estimates of the cost of construction. Any payments made to the Engineer/Architect which have been determined on the basis of the Engineer/Architect's estimates shall be adjusted as necessary at such time as bids have been received and contracts awarded.

5. Nothing herein contained shall be construed as an agreement or promise of any kind or nature that the Engineer/Architect shall be engaged for any work relating to the project other than that specified in paragraphs 1 and 2 hereof. Nothing herein contained shall be construed as an agreement or promise of any kind that the Engineer/Architect shall receive any compensation other than is specifically set forth in the agreement. The Owner specifically reserves the right to engage any other Engineer/Architect at any time in relation to the project.

6. The Engineer/Architect agrees that in the event the Owner desires to proceed with the project using the Engineer/Architect's services for the design and supervision of construction, the Engineer/Architect will perform such services and accept as compensation an amount determined pursuant to the schedule contained in paragraph 4 hereof. The Engineer/Architect shall not be obligated to perform said design services and construction supervision unless he shall be so notified by the Owner in writing within three years after the date of final payment for the preliminary study. Assuming the Engineer/Architect is retained to proceed with the project, the Engineer/Architect shall meet with the Owner and develop a progress schedule mutually agreeable to both parties. At that time, this schedule shall be marked Exhibit "A" and included as part of this Agreement.

7. The Engineer/Architect shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Engineer/Architect's service under the Contract, whether such service be by himself or by any subcontractor or by anyone

directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) Worker's Compensation Insurance for claims under Michigan's Worker's Compensation Act or other similar employee benefit act of any other state applicable to an employee.

(b) Employer's Liability Insurance, in conjunction with Worker's Compensation Insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when worker's compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.

(c) Automobile Insurance required by law for claims arising from ownership, maintenance or use of a motor vehicle.

(d) General Liability Insurance for claims for damages because of bodily injury or death of any person, other than the Engineer/Architect's employees, or damage to tangible property of others, including loss of use resulting by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than \$500,000 each occurrence and \$1,000,000 annual aggregate and property damage limits of not less than \$500,000 each occurrence, or combined bodily injury/property damage limits of not less than \$750,000 each occurrence and \$1,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the Owner of the entire completed work, and shall be written for not less than any limits of liability specified above. The Engineer/Architect has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of Insurance, acceptable to the Owner, shall be filed with the Owner prior to commencement of the professional service. These certificates shall contain a provision that coverages afforded under the policies will not be modified or canceled without prior written notice to the Owner.

8. The Engineer/Architect agrees to be responsible for any loss or damage to property or injury, damage or death to persons due to the negligent performance of the services of this contract, and further agrees to protect and defend the Owner against all claims or demands of every kind involving allegations of such negligent performance and to hold the Owner harmless from any loss

of damage resulting from any errors, omissions or negligent acts in the performance of the services of the contract. Such responsibility shall not be construed as a liability for damage caused by or resulting from the sole negligence of the Owner, its agent other than the Engineer/Architect, or its employees.

9. The Owner shall have the right to assign all or any part of this Agreement.

10. This Agreement is to engage the Engineer/Architect specified herein and no other. This Agreement may not be assigned or subcontracted by the Engineer/Architect and the inability of the Engineer/Architect to complete this agreement for any reason whatsoever shall be considered a material breach of the Agreement and entitle the Owner to damages.

11. The parties hereto agree that damages in the event of breach shall be the actual costs resulting from the breach including, but not limited to, damages resulting from delay of the project, the additional costs incurred by the Owner as a result of the breach of this Agreement, and like damages which flow from said breach.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and date first above written.

City of Muskegon Owner

In presence of:

Linda Potter
Linda Potter

By: Stephen J. Warmington
Mayor

JoAnn Krukowski
JoAnn Krukowski

Title: Gail A. Kunderger
City Clerk

Abonmarche Consultants, Inc. Engineer/Architect

By: Christopher J. Cook, P.E.

Title: Regional President

TO: Honorable Mayor and City Commissioners

FROM: Engineering

DATE: March 22, 2005

RE: Street Lights on Shoreline Dr. between Spring & Eastern

SUMMARY OF REQUEST:

Authorize staff to enter into an agreement with Consumer Energy to install a total of nineteen (19) street lights along the newly constructed section of Shoreline Dr. between Ryerson Creek and Webster Ave. to the north east. Some of the proposed lights will be installed along the realigned Ottawa street between Western & Shoreline Dr. This request does not encompass the remainder of the Shoreline Dr. route between Ryerson Creek & First due to on-going negotiations regarding the soil conditions in that area.

The proposed street lights will be similar in appearance to those installed on Harvey Street by the crossing mall in Fruitport TWP.

FINANCIAL IMPACT:

\$29,200

BUDGET ACTION REQUIRED:

None at this time since the cost is expected to be an eligible expense to the state's grant.

STAFF RECOMMENDATION:

Authorize staff to sign the contract with C.E. to install the street lights as described.

COMMITTEE RECOMMENDATION:

Muskegon Customer Service Center

2021 Hoyt Street, Muskegon Heights, MI 49444 • (231) 722-2631 • Facsimile (231) 722-3138

March 11, 2005

City of Muskegon
Mr Mohammed Al-Shatel
933 Terrace St
Muskegon, MI 49443-0536

Request Nbr: 02419967
Rate Schedule: L3 - Municipality Lighting

STREETLIGHTING AUTHORIZATION:

Location(s)
Shoreline Dr

Enclosed for approval and completion are two copies of the Resolution and Authorization for Change covering the replacement and/or installation of streetlights. In conjunction with this work, a non-refundable payment of \$29,200.00 is required.

<u>Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Unit Total</u>
19	Installation Charge per Streetlight	\$100.00 Each	\$1,900.00
3620	Trench Footage	\$3.50 Per Foot	\$12,670.00
19	Fiberglass Bracket Pole 35 foot	\$770.00 Each	\$14,630.00
8	Cobra Head -High Pressure Sodium 400 Watt	\$0.00 Each	\$0.00
11	Cobra Head -High Pressure Sodium 250 Watt	\$0.00 Each	\$0.00
Total Contribution:			\$29,200.00

Please sign and return one completed copy of the Resolution and Authorization for Change along with the required payment to my attention using the enclosed envelope.

If you have any questions, please contact me at (231) 727-6540.

Nicholas Page
Customer Energy Specialist
(231) 727-6540
Muskegon

Consumers Energy

**ELECTRIC LINE
CONSUMERS' FACILITIES AGREEMENT
PART I**

Date of Agreement: 3/11/2005 Work Order Number: 05802634 (Drawing Attached, Exhibit A)

Company:

Customer:

CONSUMERS ENERGY COMPANY
a Michigan Corporation

City of Muskegon
(Name)

2021 Hoyt St

933 Terrace St
(Street and Number)

Muskegon Heights, MI 49444
(Address)

Muskegon, MI 49443
(City, State and Zip Code)

Attention: _____

Attention: Mohammed Al-ShatelService Location: Shoreline DrTownship City of MuskegonCounty MuskegonTown 10Range 16Section 20Cost Estimates: \$ 16,530.00

Date Prepared: _____

RECEIVED
CITY OF MUSKEGON

MAR 28 2005

ENGINEERING DEPARTMENT

NOTE: ADDITIONAL CHARGES MAY BE OWED. SEE PART II, SECTION 2 and 5 FOR DETAILS.

The Cost Estimate is good for sixty (60) days from the date prepared above. Part II, CONSUMERS' FACILITIES MODIFICATION AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY

City of Muskegon
(Customer)

By Thomas A. Olney
(Signature)

By Mohammed Al-Shatel 3-24-05 *
(Signature)

THOMAS A. OLNEY
(Print or Type Name)

MOHAMMED AL-SHATEL
(Print or Type Name)

Title FIELD MANAGERTitle City Engineer

This contract was approved
by city comm.
3-22-05

**ELECTRIC LINE
CONSUMERS' FACILITIES AGREEMENT
TERMS AND CONDITIONS
PART II**

1. In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers agrees to relocate and/or modify its electric facilities. The facilities to be relocated or modified are shown on the drawing attached as Exhibit A. Pursuant to tariffs filed with the Michigan Public Service Commission, when relocation or modification of Consumers' facilities is requested or made necessary by a customer, all costs for the relocation or modification can be charged to the requesting party. All costs associated with the relocation or modification of Consumers' facilities are not refundable.

For any new facilities being installed to accommodate new load to the Company's system, a nonrefundable contribution pursuant to tariff files with the Michigan Public Commission is included in the Estimated Cost.

2. Customers shall pay the entire amount of the Cost Estimate identified in Part I upon execution of this Agreement. After all work is completed and the actual cost for the work is calculated, Consumers will either refund any overpayment to Customer or invoice Customer for any additional amounts owed. Customer shall pay invoiced amount within thirty days after receipt thereof.

Any amounts to be paid pursuant to this Agreement include Michigan sales tax but are exclusive of all other federal, state, county, municipal, or local property, license, excise, sales use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance or this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.

3. Prior to the work being performed, and as a condition precedent thereto, the Customer shall secure and deliver to Consumers, at no expense to Consumers, recordable easements, in form and substance satisfactory to Consumers, granting all necessary rights of way for installation and maintenance of said facilities. If said facilities are to serve a residential subdivision, said easements shall include, but not by way of limitation, rights of way for streetlighting in the subdivision by means of underground facilities, notwithstanding that Consumers does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to Consumers within thirty (30) days after execution of this Agreement, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest, and with reasonable expenses incurred by Consumers on account of this Agreement deducted there from, and this Agreement shall thereupon terminate.

4. For any underground facilities included in the work to be performed hereunder, the Customer shall provide, at no expense to Consumers, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. The Customer shall maintain the average found elevation within six feet of any cable, conduit wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, the Customer shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of Consumers. Consumers will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area.

5. If any underground facilities or any portion thereof are to be installed between December 15 and April 15, the Customer shall pay Consumers, prior to installation of said underground facilities or portion thereof, an additional nonrefundable contribution (winter charge) per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said facilities installed during said period. The Customer will receive a credit for any part of said winter charge paid by other utilities for joint use of the trench or paid by the Customer for installation, by Consumers, of gas pipe in the same trench. No portion of said facilities will be installed between December 15 and April 15, unless the Customer has paid such additional contribution. Further, a nonrefundable contribution in addition to that provided for herein may be required where, in Consumers judgment, practical difficulties (not considered in determining the Customer's estimate) such as water conditions or rock near the surface are encountered during construction. If the Customer does not make the additional contribution within fifteen (15) days after receiving written notice of the amount of the additional contribution, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest, and with reasonable expenses incurred by Consumers on account of this Agreement deducted there from, and this Agreement shall thereupon terminate.

6. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order; regulations or restriction imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations.

7. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

(a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.

(b) The Customer shall notify Consumers in writing of any breach or warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.

8. THE TOTAL LIABILITY OF CONSUMERS, ITS AGENTS, EMPLOYEES, VENDORS AND CONTRACTORS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THIS CONTRACT INCLUDING THE PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE WORK HEREUNDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE ONE THOUSAND DOLLARS (\$1,000.00) AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ITS USE; LOSS BY REASON OF PLANT OR EQUIPMENT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY; INCREASED EXPENSE OR OPERATION OF PLANT OR EQUIPMENT; INCREASED COSTS OF PURCHASING OR PROVIDING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES OUTSIDE CONSUMERS' SCOPE OR SUPPLY; COSTS OR REPLACEMENT POWER OR CAPITAL; CLAIMS OF THE CUSTOMER'S CUSTOMERS; OR INVENTORY OR USE CHARGES, EVEN IF CONSUMERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limitation of liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

9. The Customer shall indemnify and hold Consumers, its agents, employees, vendors and contractor(s) harmless from and against, and shall at Consumers' option undertake the defense of, any and all claim, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers might sustain or incur or which might be asserted by any third party against Consumers as a result of the services provided under this Agreement, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, unless caused solely by the negligence of Consumers, its agents or employees.

10. Any assignment or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.

11. In the performance of the work hereunder, Consumers shall be an independent contactor with the sole authority to control and direct the performance of the details of the services, the Customer being interested only in the results obtained.

12. The terms of this Agreement shall not be changed superseded or supplemented, except in writing by an authorized officer of Consumers and by a duly authorized representative of Customer.

13. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.

14. Additional Items

Received 3-22-05
6:08pm

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: MARCH 22, 2005

Project Title: IRELAND AVE., FRANKLIN ST. TO DAVIS ST.

Project Description: MAJOR REHABILITATION

INSTRUCTIONS

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

Assessment Information

Property Address: 1130 IRELAND AVE

Parcel Number 24-205-501-0018-00

Assessable Frontage: 52.2 Feet

Estimated Front Foot Cost: \$29.00 per Foot

ESTIMATED TOTAL COST \$1,513.80

Property Description

CITY OF MUSKEGON
REVISED PLAT OF 1903
BLK 501
LOT 18
S 1/2 OF VAC ALLEY
ABUTTING SAID LOT

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Rhonda King

CoOwner/Spouse

Signature

Rhonda King

Signature

Address

1130 Ireland

Address

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

STANDARD FORM NO. 64

*Tabbed
to 4-12-05*

Date: March 22, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Public Hearing
Create Special Assessment District for:
Ireland, Davis to Franklin

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment for the **Ireland, Davis to Franklin**, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project

FINANCIAL IMPACT:

None at this time.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

*Tabled to
4-12-05*

Date: March 22, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Public Hearing
Create Special Assessment District for:
Franklin, Laketon to Ireland

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment for the **Franklin, Laketon to Ireland**, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project

FINANCIAL IMPACT:

None at this time.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

Commission Meeting Date: March 15, 2005

Date: March 22, 2005

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

**RE: Community Development Block Grant/HOME Final
allocation decision**

SUMMARY OF REQUEST: For the City commission to conduct a Public Hearing in reference to 2005-2006 CDBG/ HOME allocations. After the Public Hearing is over it is hope that the commission will make their final allocation decision concerning the 2005-2006 CDBG/HOME allocations for this coming fiscal year.

The Commission has received the recommendation from the Citizen's District Council and the City administration. The commission made their preliminary recommendations during the March 8, 2005 City Commission meeting.

After receiving the Commissions final allocation decision, the CNS office will amend the City's 2005-2006 Action plan if needed and continue the comment period until April 17, 2005. At that time, the City will request the U. S. Housing and Urban Development department for the release of the funds for the 2005-2006 fiscal year to begin June 1, 2005.

FINANCIAL IMPACT: The decision will determine the CDBG/HOME budget for 2005-2006.

BUDGET ACTION REQUIRED: The decision will establish the budget.

STAFF RECOMMENDATION: The Commission has already received the staff recommendation.

COMMITTEE RECOMMENDATION: The Commission has already received the Citizen's District Council recommendations.

2005 - 2006 CDBG / HOME ACTIVITY

Community Development Block Grant

<u>Organization Name/Program Title</u>	<u>Amount Requested</u>	<u>Administration Recommendation</u>	<u>Citizen District Council Recommendation</u>	<u>City Commission Preliminary Recommendation</u>	<u>City Commission Final Decision</u>
1 Muskegon Community Health Project "Miles for Smile Dental Services"	5,000	0	0	0	
2 West Michigan Veterans Veterans Assistance*	5,000	0	5,000	0	
3 Pioneer Resources Rec for People w/disabilities*	2,500	0	0	0	
4 HealthCare Health screening to low-income*	6,418	0	5,000	0	
5 American Red Cross Senior Transportation*	5,000	0	5,000	0	
6 Legal Aid of Western Michigan Counseling/Legal Education*	15,000	0	0	0	
7 Neighborhood Invest Corp 5th Street Landscape*	9,000	0	0	0	
8 Child Abuse Council Renovation*	6,000	0	0	0	
9 Sacred Suds Laundry&Shower Service*	10,000	0	0	0	
10 Community and Neighborhood Services Siding Program	225,000	171,000	171,000	171,000	
11 Fire/Inspection Dangerous Building/Demolition	100,000	50,000	50,000	50,000	
12 Community and Neighborhood Services Emergency Rehabilitation	230,000	171,000	171,000	171,000	
13 Community and Economic Development Façade Improvement	20,000	10,000	0	10,000	
14 Community and Neighborhood Services CDBG Administration**	197,500	180,000	180,000	180,000	
15 Community and Neighborhood Services Rehab Service Delivery	100,000	69,500	69,500	69,500	
16 Engineering / CNS Street Assessment Relief	80,000	55,000	55,000	55,000	
17 Leisure Services Youth recreation*	92,243	75,000	75,000	75,000	
18 Finance Dept Repayment of Shoreline Dr. Bond	245,000	245,000	245,000	245,000	245,000
19 City Planning Lot Clean-up	50,000	30,000	25,000	30,000	
20 City Planning Code Enforcement	45,000	40,000	40,000	40,000	
21 DPW Senior Transit*	56,901	40,000	40,000	40,000	

Total CDBG Request	1,505,562	1,136,500	1,136,500	1,136,500
Total CDBG Allocated + PI (0)	1,137,000	1,137,000	1,137,000	1,137,000
Allocated/Request Difference	\$ (368,562)	\$ 500	\$ 500	\$ 500
Total Amt of Public Service*	213,062	115,000	130,000	115,000
Public Service mandated Amt < or = to 15%	170,550	170,550	170,550	170,550
Difference	\$ (42,512)	\$ 55,550	\$ 40,550	\$ 55,550
Total Amt of City Administration Request**	197,500	180,000	180,000	180,000
Administrative mandated Amt < 20%	227,400	227,400	227,400	227,400
Difference	\$ 29,900	\$ 47,400	\$ 47,400	\$ 47,400

HOME

<u>Organization Name/Program Title</u>	<u>Amount Requested</u>	<u>Administration Recommendation</u>	<u>Citizen District Council Recommendation</u>	<u>City Commission Preliminary Recommendation</u>	<u>City Commission Final Decision</u>
1 Community and Neighborhood Services Tax-Reverted Rehabilitation	125,000	100,000	100,000	124,503	
2 Community and Neighborhood Services HOME Infill Program	75,000	65,000	65,000	86,780	
3 Community and Neighborhood Services HOME Administration***	33,700	33,700	33,700	33,700	
4 Community and Neighborhood Services Rental Rehabilitation	50,000	20,000	20,000	28,168	
5 Neighborhood Investment Corp Housing Rehab, Neighborhood Imp. ****	95,000	70,000	70,000	35,385	
6 Habitat For Humanity Acquisition/Rehab****	50,000	35,000	35,000	15,165	
Total Amt of HOME Request	428,700	323,700	323,700	323,700	
HOME Allocation	337,000	337,000	337,000	337,000	
Reprogram Funds	-	-	-	-	
Total Amt Home Available	337,000	337,000	337,000	337,000	
Total Amt Difference	\$ (91,700)	\$ 13,300	\$ 13,300	\$ 13,300	
Total Amt of HOME Administration ***	33,700	33,700	33,700	337,000	
Total Amt mandated = 10%	33,700	33,700	33,700	337,000	
Difference	\$ -	\$ -	\$ -	\$ -	
Total amt of HOME CHDO request ****	145,000	105,000	105,000	50,550	
Total Amt mandated 15%	50,550	50,550	50,550	50,550	
Difference	\$ (94,450)	\$ (54,450)	\$ (54,450)	\$ -	

NOTE

*Public Service, **City CDBG Administration, ***HOME Administration, ****CHDO Request

2005 - 2006 CDBG / HOME ACTIVITY

Community Development Block Grant

<u>Organization Name/Program Title</u>	<u>Amount Requested</u>	<u>Administration Recommendation</u>	<u>Citizen District Council Recommendation</u>	<u>City Commission Preliminary Recommendation</u>	<u>City Commission Final Decision</u>
1 Muskegon Community Health Project <i>"Miles for Smile Dental Services"</i> *	5,000	0	0	0	
2 West Michigan Veterans <i>Veterans Assistance*</i>	5,000	0	5,000	0	
3 Pioneer Resources <i>Rec for People w/disabilities*</i>	2,500	0	0	0	
4 HealthCare <i>Health screening to low-income*</i>	6,418	0	5,000	0	
5 American Red Cross <i>Senior Transportation*</i>	5,000	0	5,000	0	
6 Legal Aid of Western Michigan <i>Counseling/Legal Education*</i>	15,000	0	0	0	
7 Neighborhood Invest Corp <i>5th Street Landscape*</i>	9,000	0	0	0	
8 Child Abuse Council <i>Renovation*</i>	6,000	0	0	0	
9 Sacred Suds <i>Laundry&Shower Service*</i>	10,000	0	0	0	
10 Community and Neighborhood Services <i>Siding Program</i>	225,000	171,000	171,000	171,000	
11 Fire/Inspection <i>Dangerous Building/Demolition</i>	100,000	50,000	50,000	50,000	
12 Community and Neighborhood Services <i>Emergency Rehabilitation</i>	230,000	171,000	171,000	171,000	
13 Community and Economic Development <i>Façade Improvement</i>	20,000	10,000	0	10,000	
14 Community and Neighborhood Services <i>CDBG Administration**</i>	197,500	180,000	180,000	180,000	
15 Community and Neighborhood Services <i>Rehab Service Delivery</i>	100,000	69,500	69,500	69,500	
16 Engineering / CNS <i>Street Assessment Relief</i>	80,000	55,000	55,000	55,000	
17 Leisure Services <i>Youth recreation*</i>	92,243	75,000	75,000	75,000	
18 Finance Dept <i>Repayment of Shoreline Dr. Bond</i>	245,000	245,000	245,000	245,000	245,
19 City Planning <i>Lot Clean-up</i>	50,000	30,000	25,000	30,000	
20 City Planning <i>Code Enforcement</i>	45,000	40,000	40,000	40,000	
21 DPW <i>Senior Transit*</i>	56,901	40,000	40,000	40,000	

Total CDBG Request	1,505,562	1,136,500	1,136,500	1,136,500
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Total Amt of Public Service*	213,062	115,000	130,000	115,000
Public Service mandated Amt < or = to 15%	170,550	170,550	170,550	170,550
Difference	\$ (42,512)	\$ 55,550	\$ 40,550	\$ 55,550
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Administrative mandated Amt < 20%	227,400	227,400	227,400	227,400
Difference	\$ 29,900	\$ 47,400	\$ 47,400	\$ 47,400

HOME

<u>Organization Name/Program Title</u>	<u>Amount Requested</u>	<u>Administration Recommendation</u>	<u>Citizen District Council Recommendation</u>	<u>City Commission Preliminary Recommendation</u>	<u>City Commission Final Decision</u>
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Total Amt of HOME Request	428,700	323,700	323,700	323,700	
HOME Allocation	337,000	337,000	337,000	337,000	
Reprogram Funds	-	-	-	-	
Total Amt Home Available	337,000	337,000	337,000	337,000	
Total Amt Difference	\$ (91,700)	\$ 13,300	\$ 13,300	\$ 13,300	
Total Amt of HOME Administration ***	33,700	33,700	33,700	337,000	
Total Amt mandated = 10%	33,700	33,700	33,700	337,000	
Difference	\$ -	\$ -	\$ -	\$ -	
Total amt of HOME CHDO request ****	145,000	105,000	105,000	50,550	
Total Amt mandated 15%	50,550	50,550	50,550	50,550	
Difference	\$ (94,450)	\$ (54,450)	\$ (54,450)	\$ -	

NOTE

*Public Service, **City CDBG Administration, ***HOME Administration, ****CHDO Request

Muskegon County Habitat for Humanity (MCHFH)

2004-2005

CHDO Accomplishments

Amount Granted \$47,000

- Muskegon County Habitat for Humanity will complete 7 houses in the City of Muskegon by the end of the fiscal year (June 30, 2005).
- Completed Houses include:
 - 1030 Ducey (See photo) Appraised at \$110,000
 - Tax Reverted
 - 440 Erickson (See photo) Appraised at \$110,00
 - Tax Reverted
- Houses to be completed by June 24, 2005:
 - 1077 Pine (Donated)
 - 269 Meeking
 - 1434 Ducey (Donated)
 - 1078 Marquette
 - 1088 Marquette
- Every house has a selected family and the homes that are completed have families living in them
- All home owners fall between the 31-50% median income range and would be unlikely to own homes without a partnership like the one MCHFH provides with twenty year, 0% mortgages.
- By buying tax reverted property and building on it, Muskegon Habitat increases the value of the property and supplies tax paying home owners to the City.
- **1438 Ducey** is a good example of a property that was improved upon completed in 2003-2004 fiscal year. Since completion of the house, winter taxes of **\$1807.22** have already been paid to the City of Muskegon. (See photo)
- Since 1985, MCHFH has built or rehabilitated 37 homes in the City of Muskegon, not including the 5 new homes under construction listed above.

Current Facts and Funding Issues:

- **MCHFH is requesting \$50,000 for 2005-2006 FY**
 - Current funding requested from CHDO for the 2004-2005 fiscal year, on **two** houses alone, is **\$40,659**, just for infrastructure. This means that we have less than \$7,000 left from CHDO to complete five more homes in the City of Muskegon.
- **The City Commission's Recommendation for 2005-2006 to MCHFH is \$15,165. This is less than the cost of the infrastructure on one new home.**
- The City Administration and Citizen District Council both recommended allocating \$35,000.

What we would like:

1. Reconsideration by the City Commission to reflect what the City Administration and Citizen District Council recommended.

Commission Meeting Date: March 15, 2005

Date: March 22, 2005

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

RE: To conduct a Public Hearing regarding the 2005-2010 Consolidated Plan and accept the Consolidated Plan and direct staff to continue the public comment period.

SUMMARY OF REQUEST: For the City Commission to conduct a Public Hearing in reference to 2005-2010 Consolidated Plan in order to receive comments from the public concerning the City's 5 year plan produced by the CNS office. After the commission has received comments from the public. The CNS office asked that the Commission approve the Consolidated Plan and direct the CNS office to continue the public comment period which began March 17, 2005 and ends April 17, 2005.

After receiving the Commissions approval on or about April 17, 2005 the CNS office will deliver the Consolidated Plan with all other required documentation to the U.S. Department of Housing and Urban Development for their approval.

FINANCIAL IMPACT: The City is required to produce a Consolidated Plan to continue receiving CDBG and Home funding

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the Consolidated Plan

COMMITTEE RECOMMENDATION: The Citizen District Council will review the Consolidated Plan and be asked to submit comments during their April meeting.

The City of Muskegon Consolidated Plan Executive Summary

The Consolidated Plan is a collaborative process through which a community analyzes its housing population, assets, weaknesses and overall community development needs. The major objectives of Muskegon 2005 – 2010 are:

Housing Development/Housing Rehabilitation
Neighborhood Revitalization
Economic Development
Health and Human Services Promotion

The U. S. Department of Housing and Urban Development (HUD) requires all local communities who receives one of the following entitlement programs to prepare a consolidated Plan

- Community Development Block Grant (CDBG)
- Home Investment Partnership Fund (HOME)
- Emergency Shelter Grant (ESG)
- Housing Opportunities for Person with AIDS

The City of Muskegon only receives CDBG and HOME funds.

HUD Income Levels

All of the City of Muskegon program in the Community and Neighborhood Service office are based on income limits established by HUD. The City of Muskegon's income limits are the following:

Emergency Repair – 50% of AMI

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
\$21,700	\$24,800	\$27,900	\$31,050	\$33,500	\$36,000
7 Person	8 Person				
\$38,450	\$40,950				

Vinyl Siding Repair – 60% of AMI

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
\$26,100	\$29,800	\$33,500	\$37,300	\$40,200	\$43,200
7 Person	8 Person				
\$46,200	\$49,200				

Special Assessment Relief – 65% of AMI

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
\$28,275	\$32,285	\$36,295	\$40,410	\$43,530	\$46,800
7 Person	8 Person				
\$50,050	\$53,300				

HOME – 30 – 80% of AMI

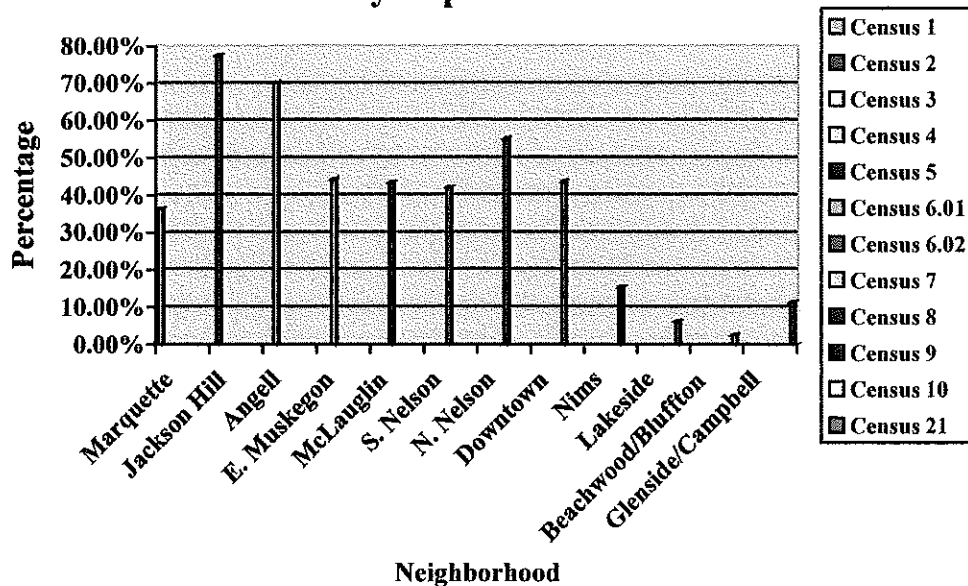
1 Person	2 Person	3 Person	4 Person
\$13,050 – \$34,800	\$14,900 – \$39,750	\$16,750 – \$44,700	\$18,650 – \$49,700
5 Person	6 Person	7 Person	8 Person
\$20,100 – \$53,650	\$21,600 – \$57,600	\$23,100 – \$61,600	\$24,600 – \$65,600

Neighborhood Transition

The City of Muskegon has experienced a significant increase in its minority population especially in its central neighborhoods while the city's overall white population has continued to decrease since the late 1950's.

According to the 2000 Census, the city had a decrease of 9.3% of its White population since 1990 while both the African American and Hispanic population increased by 4.6% and 3.8%, respectively.

Minority Population



Household Income

The U. S. Department of HUD designated household in 3 categories to be eligible for their funding:

- Extremely Low-Income are households who earn 30% of the areas median family income or below. According to the 2000 Census, 2,199 households in Muskegon met the extremely low-income category.
- Very Low-Income households have incomes between 31% and 50% of area median and account for 9.2% of the total community's households
- Low-income households have incomes between 51% and 80% of the areas median income for the community which in Muskegon is 3,272 households or 22% of the city's total household

Housing Units

According to the 2000 Census, the city of Muskegon possesses 15,999 housing units of that aggregate number 14,569 or 91.6% is occupied. Of the total housing units in the city 8,284 or 51.7% are owner occupied while 6,285 or approximately 39% of the aggregate are rental units.

Census Tract	Neighborhood	Total Units	Occupied Units	Owner Occupied	Renter Occupied	Vacant Units
1	Marquette	2,109	2,023	565	1,453	86
2	Jackson Hill	390	339	227	112	51
3	Angell	1,377	1,204	572	631	173
4	East Muskegon	2,271	2,158	1,681	477	113
5	McLaughlin	2,205	1,961	1,007	954	244
6.01	Nelson South	706	631	382	249	75
6.02	Nelson North	1,266	1,051	303	748	215
7	Downtown	37	30	4	26	7
8	Nims	1,536	1,408	937	471	123
9	Lakeside	1,740	1,652	1,357	295	88
10	Beachwood/Bluffton	695	625	528	97	70
21	Glenside/Campbell	1,763	1,580	790	790	183
	City of Muskegon	15,999	14,569	8,284	6,285	1,430

The city of Muskegon has one of the oldest housing stock in the state of Michigan.

Age of Housing Units in the City of Muskegon

Year Built	Number	Percent
1999-March 2000	60	.04
1995 – 1998	426	2.7
1990 – 1994	278	1.7
1980 – 1989	594	3.7
1970 – 1979	1884	11.8

1960 – 1969	1726	10.8
1940 – 1959	6057	37.8
1939 or Earlier	4992	31.2

The following table shows the city of Muskegon housing both owner occupied and renter occupied by the year it was constructed.

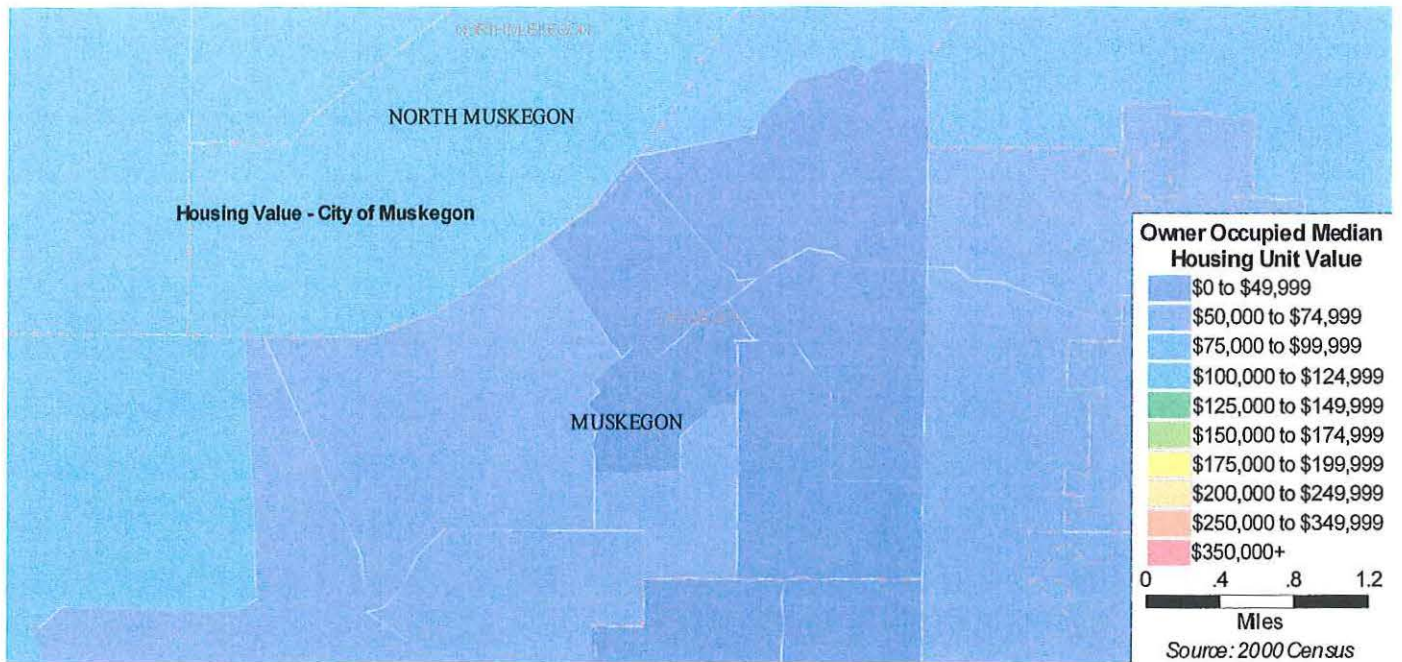
Tenure by year structure built

Owner Occupied		Renter Occupied	
Year Built	# of Units	Year Built	# of Units
1999 - March 2000	41	1999 to March 2000	0
1995 - 1998	152	1995 - 1998	220
1990 - 1994	137	1990 - 1994	138
1980 - 1989	154	1980 - 1989	415
1970 - 1979	369	1970 - 1979	1375
1960 - 1969	735	1960 - 1969	857
1950 - 1959	1797	1950 - 1959	1011
1940 - 1949	1922	1940 - 1949	1805
1939 or Earlier	2991	1939 or Earlier	1442

Housing Cost Analysis

According to the 1990 and 2000 Census, the median value of housing increased from \$32,100 to \$59,800 in ten years.

Value	1990	2000
< \$50,000	6177	2710
50,000 – 99,999	1235	4073
100,000 – 149,999	63	477
150,000 – 199,999	22	146
200,000 – 299,999	0	111
300,000 – 499,999	0	13
500,000 or more	0	0

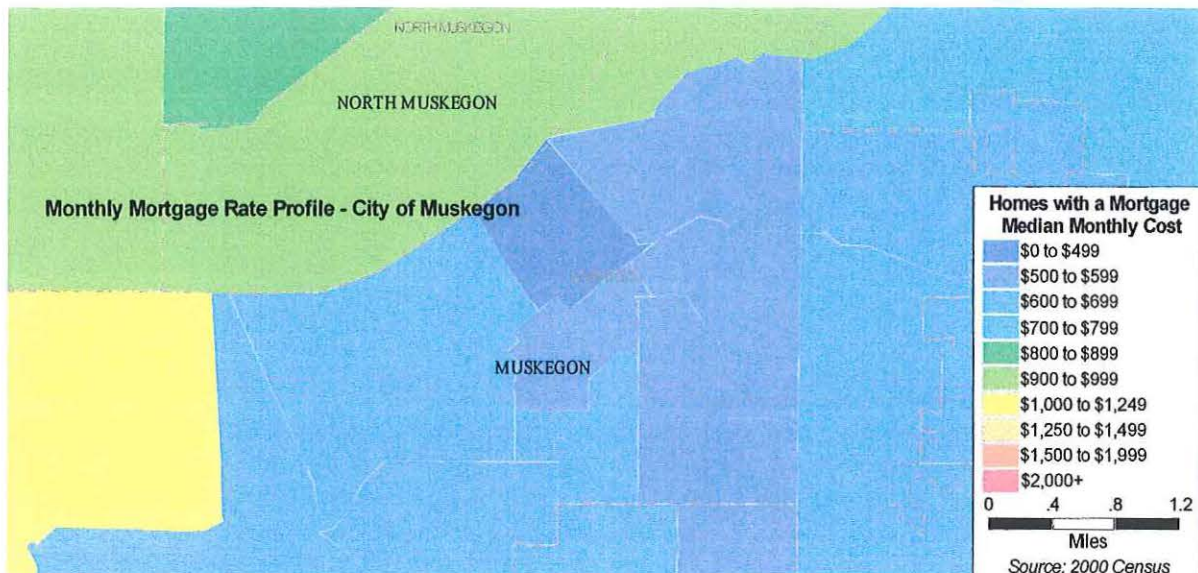


According to the U. S. Department of Housing and Urban Development, if a household send 30% or more of the totaled household income on rent or a mortgage, those households are classified at being in a cost burden. (see tables below)

Owner cost as a percentage of households in 1999 dollars

Less than 15%	3204	42.5
15 – 19%	1236	16.4
20 – 24%	1005	13.3
25 – 29%	549	7.3
30 – 34%	364	4.8
35% or more	1090	14.5

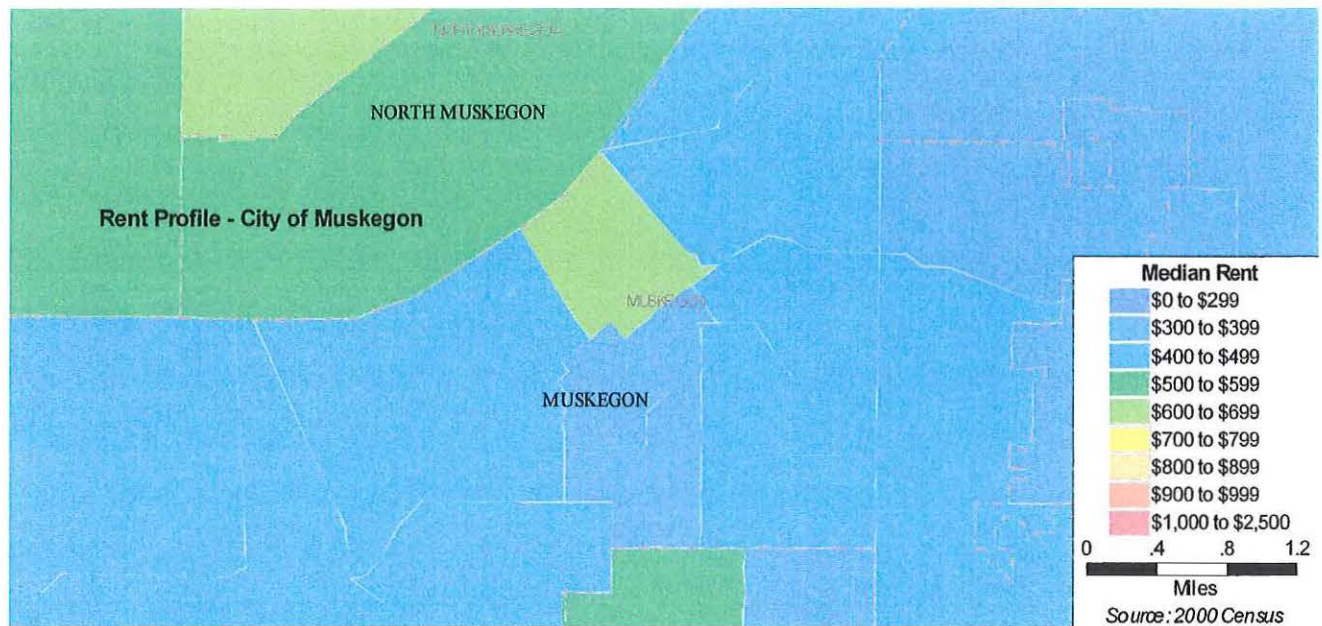
Almost 20% of homeowners in Muskegon spend 30% or more of their total income on housing



Gross rent as a percentage of household income in 1999

Less than 15%	1135	18.2
15 – 19%	910	14.6
20 – 24%	746	12.0
25 – 29%	647	10.4
30 – 34%	511	8.2
355 or more	1958	31.4

Almost 40% of the renters in the city pay 30% or more of their household income on housing.



Public Housing

The Muskegon Housing Commission is a stand-alone agency separate from the City of Muskegon since 2000 manages the public housing in the city of Muskegon. The agency owns and operates one multifamily housing complex designated for the elderly and disabled at 1080 Terrace. The name of the structure is Hartford Terrace. The complex consists of 160 one-bedroom units. The structure was originally built in 1973 as an elderly only building. Currently the individuals are eligible who are 50 years old or disabled.

During the time of the development of the 2000 city of Muskegon Housing Commission, the Muskegon Housing Commission had an inventory of 32 scattered site homes. Eight of those 32 sites were homes that the Housing Commission had obtained during the old Turnkey-3 program. Many of the Turnkey 3 structures had been vacant for a number of years and had created a blighting influence on their respectful neighborhoods. During the summer of 2003, through an agreement with the Housing Commission and the City of Muskegon, the structures were sold to the City of Muskegon and the city demolished all the structures within 30 days.

The City of Muskegon's Community and Neighborhood Services office aggressively developed a plan to build new homes on four of the original sites. At this time three of the sites 1668 Beidler, 361 Oak and 284 Iona all have new homes built on them and are occupied by low to moderate income homebuyers. The last site 710 Marcoux is designated to have a home built on it during the summer of 2005. One of the intentions mentioned in the 2000 city of Muskegon Consolidated Plan was to rid the City's neighborhoods of the blighted Turnkey-3 units and proudly it was achieved.

It was also mentioned in the 2000 Consolidated Plan that the Hartford Terrace complex was in need of extensive repairs and updating. In the last four years, the Housing Commission has been able to achieve that goal. Some of the items that have been updated or repaired at the Hartford Terrace complex are replacement of ventilation and air conditioning, units replacement of flooring, remodeling of kitchens, repairing of elevators, update of security system, updating of plumbing and electrical, the replacement of lounging area furniture, painting, landscaping, etc.

Section 8

The Muskegon Housing Commission is one of two agencies in Muskegon County who administer the Section 8 tenant-based program. The tenant-based program is designed to increase affordable housing choices for very low-income families. Persons or families who have a tenant based voucher choose and lease safe, decent and affordable privately owned rental housing. Currently, the Muskegon Housing Commission has allocated 164 vouchers. Of the 164 vouchers, 81 vouchers are being used by persons or families that qualify as elderly or disabled. There are currently 318 persons on the MHC Section 8 waiting list. The MCH manages 64% of the Section 8 vouchers in Muskegon County.

The average yearly income for a household receiving Section 8 assistance is \$5,159, the average monthly rent not including utilities is \$143.00. The average rent including utilities per month is \$237.00.

Public assistance is the sole source of income for 15% of households. Households that are working comprise 38% of the aggregate while 31% of the working households also receive Temporary Assistance for Needy Families (TANF).

A breakdown of the time that the recipients have been on the program is the following:

Less than 1 year	24	15%
Less than 2 years	36	23%
Less than 3 years	27	17%
Less than 4 years	3	2%
Less than 5 years	21	13%
More than 5 years	48	30%

Number of Family members younger than 18 years	489
Number of Families with Children	229

Income Source	Number	Percent
Child Support	7	3%
Federal Wages	10	1.2%
General Assistance	59	24%
Military Pay	1	.4%
Other Non Wage Sources	1	.4%
SSI	79	32%
Social Security	27	11%
TANF (formerly AFDC)	5	2%
Unemployment Benefits	5	2%
Other Wages	56	22.4%

Range of Income

Income	Count	Percent
\$0 - \$5,000	20	13%
\$5,000 - \$10,000	85	53%
\$10,000 - \$15,000	38	24%
\$15,000 - \$20,000	14	9%
\$20,000 - \$25,000	2	1%
\$25,000 +	1	1%

Income Levels

Extreme Low	316	95%
Very Low	13	4%
Low	0	0%
Other	2	1%

In the 2000 – 2004, City of Muskegon Consolidated Plan an inventory of the Muskegon Housing Commission's scattered houses was listed and the individual status of the property and update of the Housing Commission inventory is listed below

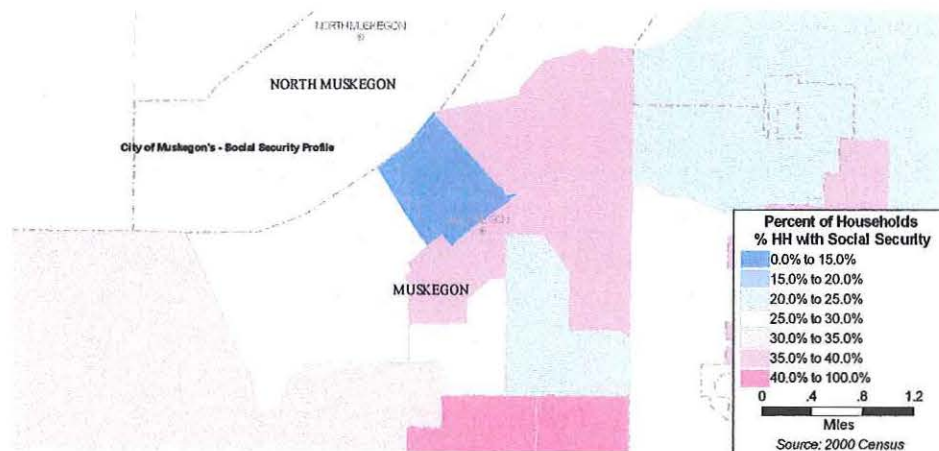
Address	Bedroom	Occupant Status
429 Adams	3	Vacant – 2000 / Sold – 2004
2137 Austin	3	Occupied – 2000 / Sold – 2004
1668 Beidler	3	Vacant – 2000 / Demo – New house 2004
383 Catherine	3	Vacant – 2000 / Demolished 2004
876 Cedar	3	Occupied – 2000 / Sold – 2004
492 Erickson	3	Vacant – 2000 / Sold – 2004
531 Getty	3	Occupied – 2000 / Sold – 2004
372 Houston	3	Occupied – 2000 / Sold – 2004
284 Iona	4	Vacant – 2000 / Demo – New house 2004

The law allows some families to receive assistance from Federal TANF funds for more than five years based on hardship. The average month number of families in hardship status may not exceed 20% of the states average monthly caseload during that fiscal year. Currently 117 families in Muskegon County have been allowed to received assistance beyond the 60 months because of their hardship status.

Also, according to the 2000 census of the 943 grandparents who are classified as care givers in Muskegon County, 514 of them are responsible for their grandchildren. The additional responsibility of their grandchildren creates additional financial strain on the household.

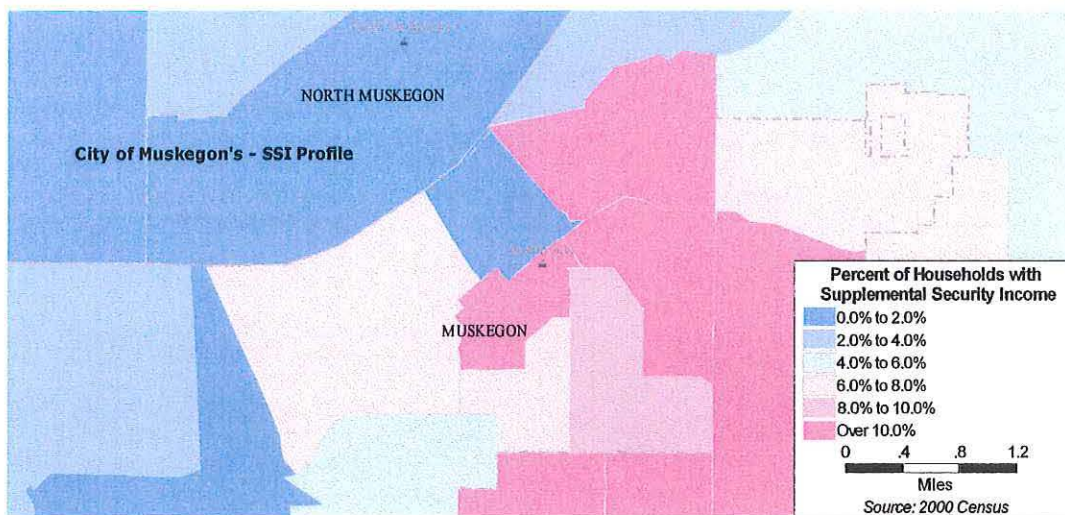
The most telling measurement to the economic situation of far to many families in the city of Muskegon is the high unemployment rate. Again, this is expressed in the section on unemployment that a significant portion of the population could be classified as the hidden unemployed.

In addition, a significant part of the city's population receives some form of disability.

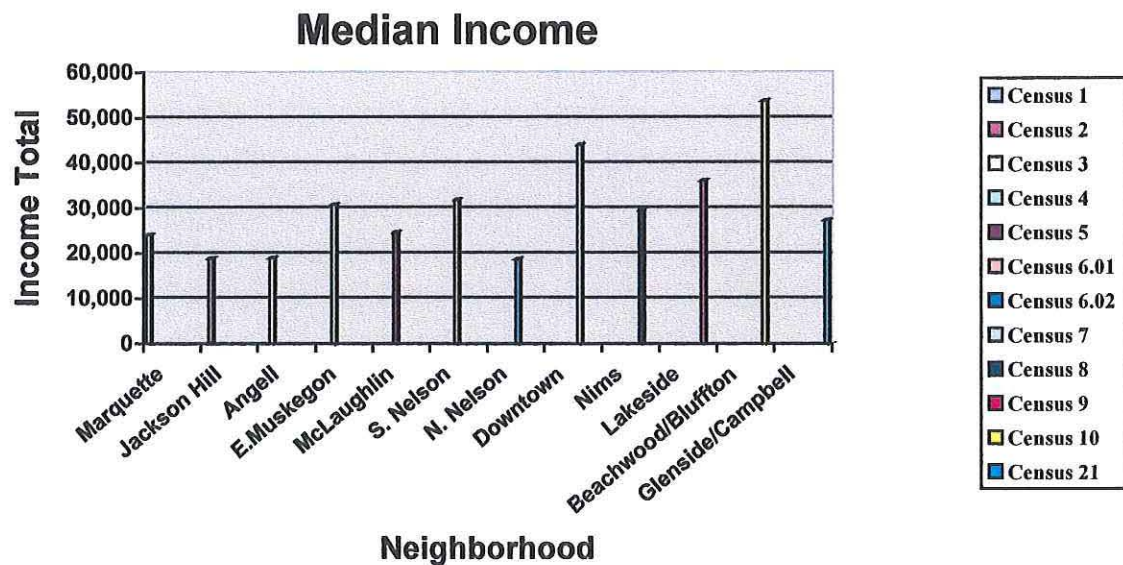


Disability Status

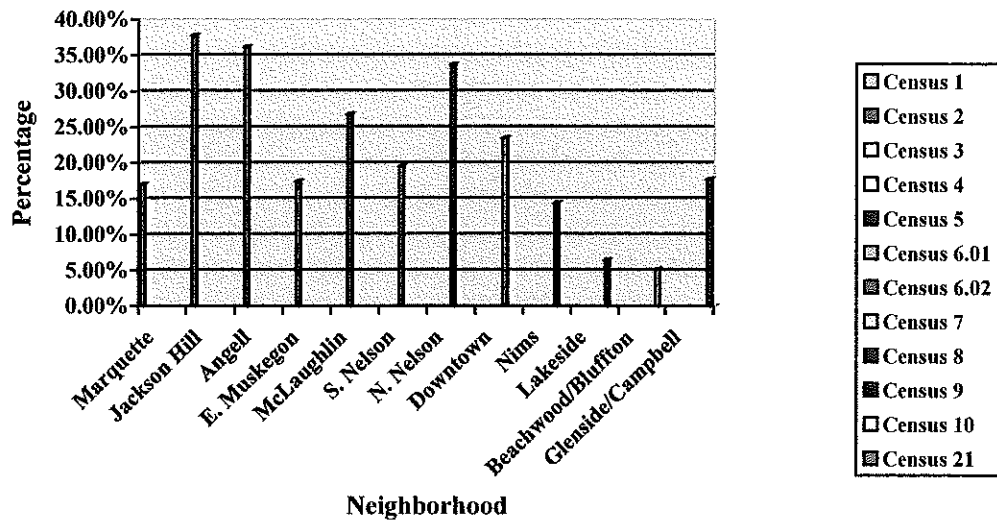
5yrs and under	9,194	Physical	13.3%
16 – 64	6,277	Mental	9.6%
65 – over	2,206	Self-Care	4.7%
Any disability	28.1%	% employed w/disability	56%
Sensory	5.7%		



In 1999, the median household income for the City of Muskegon was \$27,929. This represents an increase in the median income from ten years earlier of \$9,181 according to the 1990 and 2000 census. The table below identifies the median household income by census tract/neighborhood. The per capita income in the community has also increased in ten years from \$10,300 in 1989 to \$14,293 in 1999. Households with incomes less than \$25,000 accounted for 63.5% of all households in the City of Muskegon in 1989. The 2000 census revealed that 45.1% of Muskegon's households were earning less than \$25,000 ten years later.



Poverty Rate



An analysis of a relationship between neighborhoods with significant poverty rates also appears to show a correlation with a high minority population rate, single female headed households and the elderly population.

Number of Person and Families below Poverty Level

Poverty status in 1999 (below poverty level) families	1,453
Percent below poverty level	16.8%
w/Related children under 18 years	1,255
Percent below poverty level	24.1%
w/related children under 5	675
Percent below poverty level	28.1%
Families with Female Householder, no Husband Present	1,028
Percent below poverty level	35.4%
w/Related children under 18 years	954
Percent below poverty level	43.2%
w/Related children Under 5	538
Percent below poverty level	52.3%
Individuals	7,238
Percent below poverty level	20.5%
18 years or older	4,461
Percent below poverty level	17.7%
65 years and over	643
Percent below poverty level	14.3%
Related children under 18 years	2,744
Percent below poverty level	27.6%

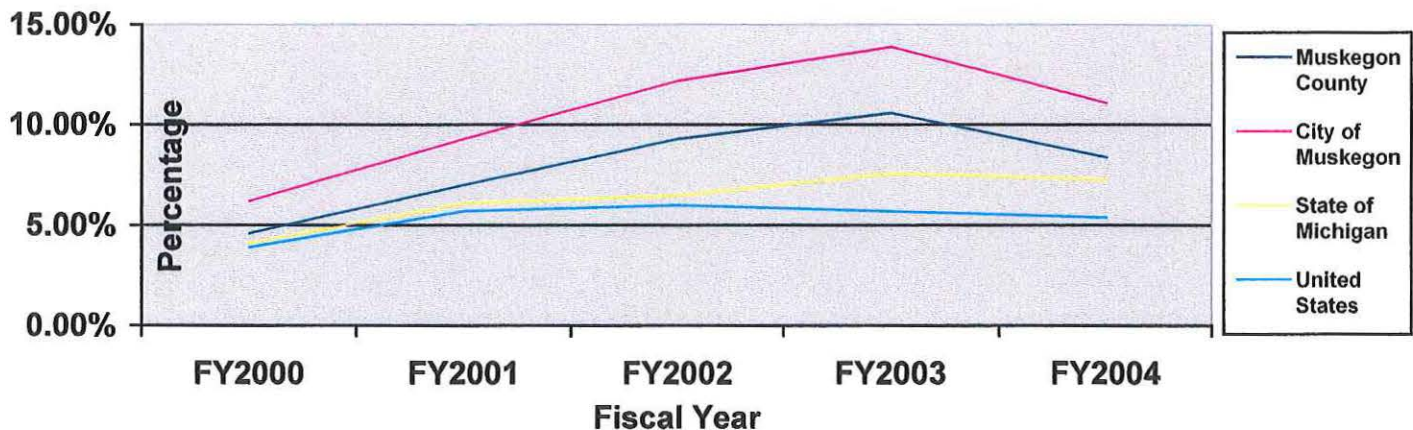
Related children 5 to 17	1,963
Percent below poverty level	28.5%
Unrelated individual 15 years and over	2,268
Percent below poverty level	27.8%

Unemployment

As was stated in the introduction, the City of Muskegon has experienced several economic transitions during the last 200 years. Beginning in the early 1800's was the fur trade period for the City, the period from 1830's to the 1900's was the lumber baron era. In the early to mid 20th century Muskegon became a bastion for heavy industry especially during the two World Wars, that dominance in heavy manufacturing and the iron foundry industry continued through the 1960's. Because of the dramatic increase in fuel cost in the 1970's along with the increase in foreign competition, many of the major employers of the community began to downsize and in many cases actually shut their doors. The closing of many of the city's major employers created a structural unemployment situation that the community is still attempting to rectify.

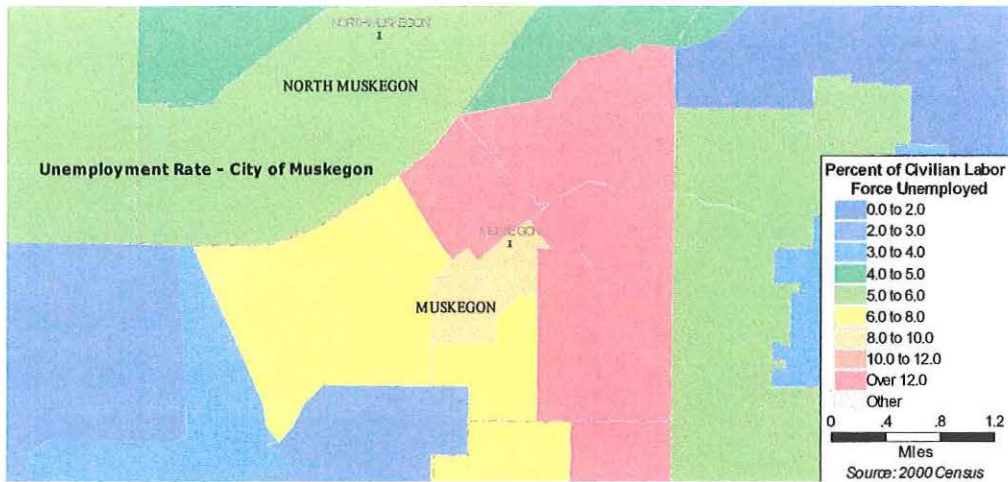
The city of Muskegon has experienced a higher unemployment rate than Muskegon County, the state of Michigan and the country as a whole during the last thirty years. Although it is difficult to gather actual information that gives the specific unemployment rate for minority and youth in the City of Muskegon. It is common thought in the economic development and workforce development field that the unemployment rate for minorities and youth is between 1.5 and 2 times the community's unemployment rate in urban settings like Muskegon.

Annual Unemployment

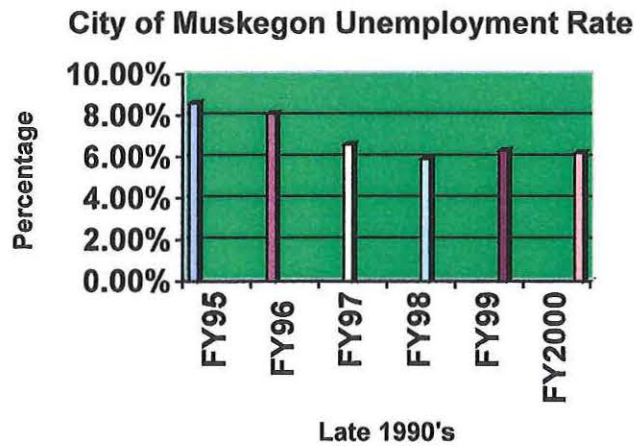


In addition it is thought that a significant percentage of the city population can be classified as the hidden unemployed. The new dictionary of Cultural Literacy defines the hidden unemployed as "the unemployment or underemployment of workers that are not reflected in official unemployment statistic because of the way they are compiled." Only those who have no work, but are actively looking for work are counted as unemployed. Those who have given up looking, those who are working less than they would like and those who work at jobs in which their skills

are under utilized are not officially counted as the months unemployed though in a sense they are. These groups constitute hidden unemployment.

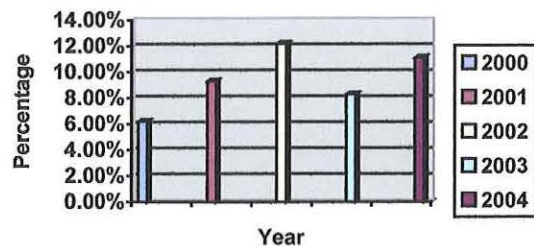


The longest period in recent times when the City of Muskegon had an unemployment rate under 10% was during the late 1990's.



During the last five years, the unemployment rate has fluctuated between the six percent rate and double digits unemployment.

5-Year Unemployment Rate



Lead Poisoning A Critical Issue for Michigan

Lead poisoning is a serious environmental illness that has life long effects on the individuals who become lead poisoned and yet is entirely preventable. Lead poisoning in children may effect their health and cognitive abilities casing permanent and irreversible damage. The lead that accumulates in a child's body and brain may cause anemia, hearing loss, hyperactivity, aggressive behavior, liver and kidney damage, development delay, difficulty with learning due to loss of IQ, brain damage and in extreme cases, even coma and death.

The serious effects of lead poisoning affect the entire community, not just the child who becomes lead poisoned. A child with diminished ability to learn will result in "years of productive life lost" and need the assistance of public and private agencies to function in society. A child who demonstrates aggressive delinquent behavior may become incarcerated utilizing scarce state resources.

Currently, Michigan ranks as the sixth highest state in the terms of the estimated population of children with lead poisoning and the percentage of children found in Michigan with elevated blood lead levels remains higher than the national average. In 2003, more than 100,000 children under age of six years were tested for blood lead status and 3,141 children were found to be lead poisoned. Another 747 children with preliminary finding of elevated blood lead levels await confirmation of their lead status.

Lead based paint was in common use for the interior and exterior of houses prior to 1950. Between 1950 and 1978, the percentage of lead in paint utilized in housing gradually decreased but it was not until 1978 that lead-based paint was banned for use in residential structures.

Source: Michigan Department of Environmental Quality

Lead Based Paint City of Muskegon

According to 2000 U. S. Census and the Michigan Department of Community Health 30% of the homes in Muskegon were built before 1950, while in the city of Muskegon 68.4% of the housing stock was built before 1950. Of the owner-occupied units 81% were built before 1950, while 52% of the rental units were built before 1959. This information is based on the 2000 census so any units built after 1999 is not included in data.

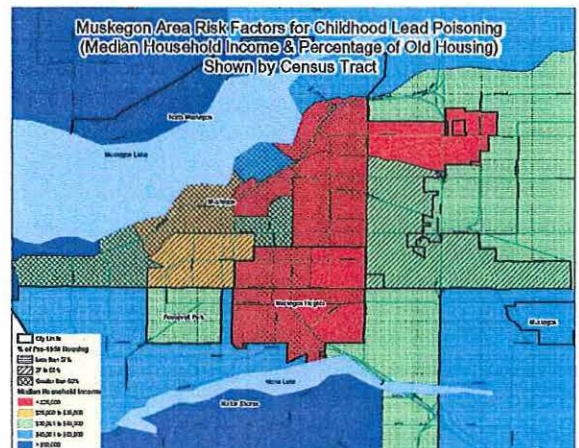
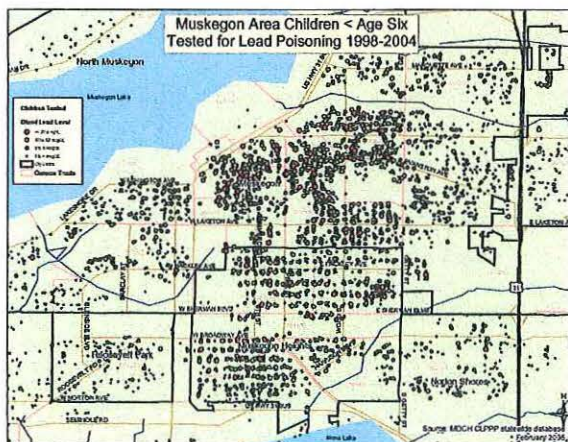
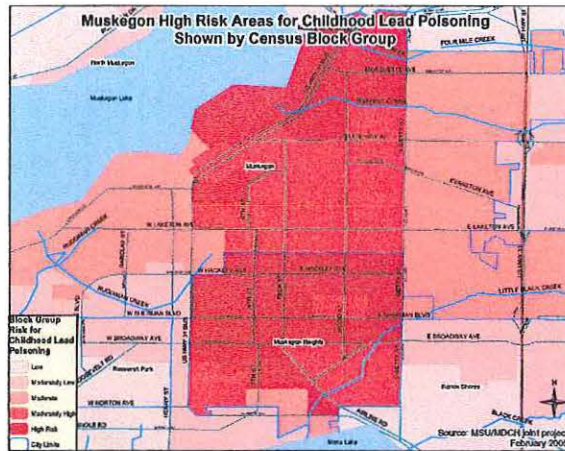
The City of Muskegon was required to redesign its housing rehabilitation programs in order to be in compliance with the HUD's federal guidelines. The City was forced to discontinue its popular paint program because the additional requirements made it financial unfeasible. The other rehabilitation program costs increased also, which decreased the number of households that the City's Community and Neighborhood Services department was able to assist.

The City did work diligently to have staff persons certified in lead base paint inspections and risk assessors. The city also financed for approximately 100 contractors to obtain the Safe Work Practice certification.

According to the information supplied by the Muskegon County Health Department, the City of Muskegon's central neighborhoods census tracts 1 (Marquette), 2 (Jackson Hill), 3 (Angell), 5 (McLaughlin) 6.01 (South Nelson), 6.02 (North Nelson), are some of the highest risk areas for childhood lead poisoning in Muskegon County.

A review of children tested for lead reveals that the majority of children tested were in zip code 49442.

Zip Code	Number of Children tested (age 0 – 9)
49440	66
49441	2,178
49442	4,009
49443	42
49444	2,775



Infant death rates (per 1,000 live births)

	<u>'97</u>	<u>'98</u>	<u>'99</u>	<u>'00</u>	<u>'01</u>	<u>'02</u>
Muskegon County	9.6	6.3	14.1	7.5	10.3	6.1
Michigan	8.1	8.2	8.0	8.2	8.0	8.1

2002 Leading Cause of Death				
	African American	Muskegon	Michigan	US
Heart Disease	2	1	1	1
Cancer	1	2	2	2
Stroke	3	3	3	3
Chronic Lower Respiratory	6	4	4	4
Accidents	4	5	5	5
Diabetes	5	6	6	6
Pneumonia/Influenza	9	7	7	7
Alzheimers	7	8	8	8
Kidney Disease	8	9	9	9
Suicide	N/A	10	10	10
Septicemia	10	N/A	N/A	N/A

Leading cause of death information was not available for the Hispanic or Asian population for the County.

Needs of Persons Threatened with Homelessness

Housing is deemed “affordable” if persons are paying no more than 30% of their income towards housing costs. According to the 2000 census, 1454 of specified owner-occupied units were paying more than 30% of their income for housing cost, which represents 19.3% of the specified owner-occupied households in Muskegon, according to the Census statistical equation. If we took that same percentage to the total owner-occupied homeowners household who have extremely low incomes (0 – 30% MFI) and pay half or more of their income on housing are the group just at risk of becoming homeless. The continuing increase of housing cost and the stagnant wages that many individuals and families at the lower rung of the economic ladder are experiencing. As well as the continuous decline or lack of increase in the number of section 8 certificates or vouchers in Muskegon County.

The fair market rate for the Grand Rapids – Muskegon – Holland MSA is \$796.00 for a 3 bedroom home or apartment. A household making \$8.00 per hour would be required to work 99.5% hours during one week to make the rent for a fair market unit; while an individual would need an income of approximately \$16.50 per hour at a straight 40 hour week for a month. In order to be able to afford to allocate 30% of their wages to housing in order to afford a fair market 3-bedroom unit. Therefore someone with an income of just above minimum wage at \$6.00 per hour would need to work an unthinkable 440 hours per month to gross an income to afford the fair market rent for 3 bedroom apartment.

Some of the mechanism that assist low income residents with their housing cost are items like rent or mortgage assistance, utility assistance, as well as factors that help an individual and or family increase their earning potential. Some of those factors are education, employment training, subsidize childcare and subsidize transportation cost. According to the 2000 census approximately 6092 residents or 42% of the working population who don't work at home work outside the city. The census also revealed that approximately 14 % of Muskegon households don't have automobiles. Therefore, in order to improve an individual economic status transportation is a major factor. According to the census, the median time to get to work is 19.9 minutes. The 2002 Analysis of Impediments to Fair housing Choice from the Muskegon Metropolitan area listed the following factors as potential barriers to housing choice.

1. unpaid utility bills
2. credit rating
3. insufficient income
4. insufficient knowledge of availability of information
5. unstable job

It is obvious from what was gathered for this document that many of those same factors, if not all, can also be factors to cause at-risk families to become homeless.

Anti-Poverty Strategy

The City of Muskegon anti-poverty strategy consist of four main components which included, the development of affordable housing while helping to maintain and upgrade the city's existing housing stock, the promotion and delivery of supportive services within the community as it relates to the needs of the most fragile residents of the community to create an atmosphere that attracts businesses, retains the existing businesses and support entrepreneurial and also to promote access to health care and to promote healthy life style living for all residents.

Housing: This is the main building block of the city of Muskegon's anti-poverty strategy. Without affordable and or quality housing the extremely-low and very low income households will continue to pay large portions of their incomes on housing leaving little resources for the other necessities such as food, utilities, clothing, transportation etc. Over the next five years, the city will continue to work closely with entities that provide housing opportunities to the city of Muskegon. Also when deemed in the best interest of the community, the city will work with outside entities to increase the quantity of housing in the community both affordable and market rate. As the city's housing rehabilitation funding remains available, the city will continue to diligently make the available rehabilitation services to qualified residents.

Supportive Services: Many households benefit from the availability of supportive services. Unfortunately, in most cases the public services find themselves in a position of more need than funding available to meet the needs of their client base. It is hoped that funding will be available to assist these important programs as they attack the root cause of poverty.

Employment: As mentioned earlier in the plan, the city of Muskegon has had a higher unemployment rate than the majority of the surrounding communities as well as the state of

Michigan and the county as a whole. By strengthening the local economy, by making it more diverse all of the city's residents will find themselves in a better position to have the best quality of life. The city itself will increase its overall tax base and improve the image of the community.

Many local agencies that work with the low and moderate-income population will need to connect. The residents with the programs that will help them obtain long-term employment. As in most successful communities development projects it is imperative that many different elements of the community are involved. Some of the main partners required are the business community, nonprofits, education community, the faith base community and, of course, government.

It is also important because a large portion of the city of Muskegon is under 25 years old that the emphasis is started as early as possible. Some of the responses from the business community as well as the workforce development community reinforce this point.

Health: In order to be productive and have a good quality of life, it is important to have positive health. It is evident from the section of the plan that covered health in Muskegon County that there is some health disparities. It is also evident that negative health can affect a person's ability to be a good worker, neighbor and or homeowner. It also was noted that negative health or a negative health style could affect a family for generations. Therefore, it is important that when possible, the city of Muskegon partners with the health community in order to promote and insist on a community of health styles. Therefore, the whole community can enjoy the positive living of being a citizen of the city of Muskegon. Similar to the other anti-poverty strategies to be most effective there should be collaboration across the community.

Elderly Frail

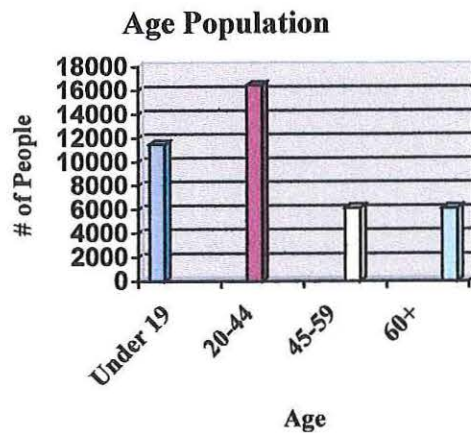
The 2000 Census identified 9,977 persons age 65 and over. This account for 12.4 % of the total population of the city of Muskegon. The percentage of 65 and over residents in Muskegon County is slightly more than the city at 12.9%. Although the researcher was unable to find an exact number to identify the city's or county's elderly frail, national statistics estimates the frail/elderly population at 2 to 8% of the population over 60. By HUD's definition "frail" includes persons who are unable to perform at least three activities of daily living (e.g. eating, dressing bathing, grooming and household management activities). With the last of the established baby boomers becoming sixty-five years old in 2,028, there will be a need to assist the elderly populations in creative ways.

According to the commission on affordable housing and health facility needs for seniors in the 21st Century rising concerns about the cost of social security, Medicaid, Medicare and other federal entitlement programs threaten housing stability and appropriate in home health care for the elderly and frail elderly. The need to forage public private partnerships to deliver service and housing to the elderly has become increasing important. This is due to a number of issues including the growth in the elderly population and the continued move away from institutionalization toward more community-based care.

Percent of Muskegon Population by Age according to the 2000 Census

Total population	40,105	
Under 5	3,062	7.6%
5 – 9	3,082	7.7%
10 – 14	2,736	6.8%
15 – 19	2,593	6.5%
20 – 24	3,536	8.8%
25 – 34	6,672	16.6%
35 – 44	6,222	15.5%
45 – 54	4,670	11.6%
55 – 59	1,446	3.6%
60 – 64	1,109	2.8%
65 – 74	2,218	5.5%
75 – 85	1,989	5.0%
85+	770	1.9%

Source: 2000 Census



Marquette Neighborhood and City of Muskegon Comparison

Marquette Population Change 1970 - 2000				
Year	1970	1980	1990	2000
Population	1,892	4,408	3,993	4,231

% Change in population since 1970	224%
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Persons Per Household	Number of Households
2	2,023

Median Household	Persons in Poverty
\$ 24,028	675

Educational Attainment - Marquette			
High School	Some College	Associates	Bachelors
33.70%	23.80%	8.10%	9%

Population by Age and Gender - Marquette		
Male	Female	
1,943	2,288	
Age	Number	Percentage
1-14	729	17.23%
15-24	961	22.70%
25-34	689	16.30%
34-44	549	13.00%
45-54	453	10.70%
55-64	269	6.40%
65+	581	13.70%

Race		
White	2,631	62.18%
Black	1,277	30.18%
Hispanic	258	6.10%
Others		

Demolitions in Marquette				
2000	2001	2002	2003	2004
0	0	0	0	0

Homeownership vs Rental Rates - Marquette		
Total Units		
2,109		
Occupied Units		
2,028		96.10%
Owner-Occupied		
565		26.70%
Rental Occupied		
1,458		69.10%
Vacant		
86		4.00%

City of Muskegon Population				
Year	1970	1980	1990	2000
Population	44,631	40,823	40,283	40,105

% of Change in Population since 1970	-10.1%
--------------------------------------	--------

Persons Per Household	Number of Households
City of Muskegon 2.5	14,770

Median Household	Persons in Poverty
City of Muskegon \$ 27,929	7,238

Educational Attainment - City of Muskegon			
High School	Some College	Associates	Bachelors
37.10%	24.90%	7%	6%

Population by Age and Gender - City of Muskegon		
Male	Female	
20,971	19,134	
Age	Number	Percentage
1-14	9,845	24.40%
15-24	6,129	15.20%
25-34	6,672	16.50%
34-44	6,222	15.40%
45-54	4,670	13.50%
55-64	2,555	11.60%
65+	4,977	6.30%

Race		
White	24,309	60.61%
Black	12,701	31.67%
Hispanic	2,560	6.38%

Total Demolitions				
2000	2001	2002	2003	2004
38	37	38	20	36

Homeownership vs Rental Rates - Muskegon		
Total Units		
15,999		
Occupied Units		
14,569		
Owner-Occupied		
8,284		51.80%
Rental Occupied		
6,285		39.30%
Vacant		
1,430		8.10%

Jackson Hill Neighborhood and City of Muskegon Comparison

Jackson Hill Population Change 1970 - 2000				
Year	1970	1980	1990	2000
Population	2,607	1,181	939	1,057

% Change in Population since 1970	-41.5%
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Persons Per Household	Number of Households
3.1	339

Median Household	Persons in Poverty
\$ 18,849	428

Educational Attainment			
High School	Some College	Associates	Bachelors
30.20%	25.50%	4.70%	2.50%

Population by Age and Gender		
Male	Female	
479	578	
Age	Number	Percentage
1-14	347	33.00%
15-24	162	15.30%
25-34	138	13.00%
34-44	130	12.30%
45-54	89	8.40%
55-64	62	5.90%
65+	129	12.20%

Race		
White	266	25.10%
Black	729	68.90%
Hispanic	87	8.23%

Demolitions in Jackson Hill				
2000	2001	2002	2003	2004
1	1	1	0	0

Homeownership vs Rental Rates		
Total Units	1,740	
Occupied Units	1,652	95%
Owner-Occupied	1,357	78.00%
Rental Occupied	295	17.00%
Vacant	88	5.00%

City of Muskegon Population				
Year	1970	1980	1990	2000
Population	44,631	40,823	40,283	40,105

% of Change in Population since 1970	-10.1%
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Persons Per Household	Number of Households
City of Muskegon 2.5	14,770

Median Household	Persons in Poverty
City of Muskegon \$ 27,929	7,238

Educational Attainment - City of Muskegon			
High School	Some College	Associates	Bachelors
37.10%	24.90%	7%	6%

Population by Age and Gender - City of Muskegon		
Male	Female	
20,971	19,134	
Age	Number	Percentage
1-14	9,845	24.40%
15-24	6,129	15.20%
25-34	6,672	16.50%
34-44	6,222	15.40%
45-54	4,670	13.50%
55-64	2,555	11.60%
65+	4,977	6.30%

Race		
White	24,309	60.61%
Black	12,701	31.67%
Hispanic	2,560	6.38%

Total Demolitions				
2000	2001	2002	2003	2004
38	37	38	20	36

Homeownership vs Rental Rates - Muskegon		
Total Units	15,999	
Occupied Units	14,569	
Owner-Occupied	8,284	51.80%
Rental Occupied	6,285	39.30%
Vacant	1,430	8.10%

Angell Neighborhood and City of Muskegon Comparison

Angell Population Change 1970 - 2000				
Year	1970	1980	1990	2000
Population	4,947	4,095	3,695	3,301

% Change in Population since 1970	-33.27%
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Persons Per Household		Number of Households	
Angell	2.7		1204

Median Household		Persons in Poverty	
Angell	\$ 18,950		1,137

Educational Attainment - Angell			
High School	Some College	Associates	Bachelors
33.20%	23.30%	6.70%	3.60%

Population by Age and Gender - Angell		
Male	Female	
1,512	1,789	
Age	Number	Percentage
1-14	965	29.20%
15-24	488	14.80%
25-34	417	12.60%
34-44	417	12.60%
45-54	368	11.10%
55-64	242	7.30%
65+	404	12.20%

Race		
White	960	29.08%
Black	2,078	62.95%
Hispanic	220	6.66%

Demolitions in Angell				
2000	2001	2002	2003	2004
10	9	10	6	13

Homeownership vs Rental Rates - Angell		
Total Units	1,377	
Occupied Units	1,204	87.40%
Owner-Occupied	572	41.50%
Rental Occupied	632	45.90%
Vacant	173	12.60%

City of Muskegon Population				
Year	1970	1980	1990	2000
Population	44,631	40,823	40,283	40,105

% of Change in Population since 1970	-10.1%
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Persons Per Household		Number of Households	
City of Muskegon	2.5		14,770

Median Household		Persons in Poverty	
City of Muskegon	\$ 27,929		7,238

Educational Attainment - City of Muskegon			
High School	Some College	Associates	Bachelors
37.10%	24.90%	7%	6%

Population by Age and Gender - City of Muskegon		
Male	Female	
20,971	19,134	
Age	Number	Percentage
1-14	9,845	24.40%
15-24	6,129	15.20%
25-34	6,672	16.50%
34-44	6,222	15.40%
45-54	4,670	13.50%
55-64	2,555	11.60%
65+	4,977	6.30%

Race		
White	24,309	60.61%
Black	12,701	31.67%
Hispanic	2,560	6.38%

Total Demolitions				
2000	2001	2002	2003	2004
38	37	38	20	36

Homeownership vs Rental Rates - Muskegon		
Total Units	15,999	
Occupied Units	14,569	
Owner-Occupied	8,284	51.80%
Rental Occupied	6,285	39.30%
Vacant	1,430	8.10%

East Muskegon Neighborhood and City of Muskegon Comparison

East Muskegon Population Change 1970 - 2000				
Year	1970	1980	1990	2000
Population	7,273	6,871	6,773	9,598

% Change in Population since 1970	132%
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Persons Per Household	Number of Households
2.7	5,792

Median Household	Persons in Poverty
\$ 30,725	1,001

Educational Attainment			
High School	Some College	Associates	Bachelors
41.10%	26.40%	7.50%	3.60%

Population by Age and Gender		
Male	Female	
6,368	3,230	
Age	Number	Percentage
1-14	1552	16.10%
15-24	1330	13.90%
25-34	2138	22.30%
34-44	1946	20.30%
45-54	1246	12.90%
55-64	487	5.10%
65+	899	9.40%

Race		
White	5,186	54.03%
Black	3,602	37.53%
Hispanic	605	6.30%

Demolitions in East Muskegon				
2000	2001	2002	2003	2004
2	5	0	2	2

Homeownership vs Rental Rates		
Total Units	2,271	
Occupied Units	2,158	95.02%
Owner-Occupied	1,681	74.00%
Rental Occupied	477	21.00%
Vacant	113	4.90%

City of Muskegon Population				
Year	1970	1980	1990	2000
Population	44,631	40,823	40,283	40,105

% of Change in Population since 1970	-10.1%
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Persons Per Household	Number of Households
City of Muskegon 2.5	14,770

Median Household	Persons in Poverty
City of Muskegon \$ 27,929	7,238

Educational Attainment - City of Muskegon			
High School	Some College	Associates	Bachelors
37.10%	24.90%	7%	6%

Population by Age and Gender - City of Muskegon		
Male	Female	
20,971	19,134	
Age	Number	Percentage
1-14	9,845	24.40%
15-24	6,129	15.20%
25-34	6,672	16.50%
34-44	6,222	15.40%
45-54	4,670	13.50%
55-64	2,555	11.60%
65+	4,977	6.30%

Race		
White	24,309	60.61%
Black	12,701	31.67%
Hispanic	2,560	6.38%

Total Demolitions				
2000	2001	2002	2003	2004
38	37	38	20	36

Homeownership vs Rental Rates - Muskegon		
Total Units	15,999	
Occupied Units	14,569	
Owner-Occupied	8,284	51.80%
Rental Occupied	6,285	39.30%
Vacant	1,430	8.10%

McLaughlin Neighborhood and City of Muskegon Comparison

McLaughlin Population Change 1970 - 2000				
Year	1970	1980	1990	2000
Population	6,926	6,305	5,976	5,705

% Change in population since 1970	-17.6%
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Persons Per Household	Number of Households
2.8	1,961

Median Household	Persons in Poverty
\$ 24,569	1,495

Educational Attainment - McLaughlin			
High School	Some College	Associates	Bachelors
39.10%	22.20%	6.50%	3%

Population by Age and Gender - McLaughlin		
Male	Female	
2,738	2,967	
Age	Number	Percentage
1-14	1,759	30.10%
15-24	970	17.00%
25-34	887	15.50%
34-44	830	14.50%
45-54	557	9.80%
55-64	293	5.10%
65+	409	7.20%

Race		
White	2,656	46.60%
Black	2,439	42.83%
Hispanic	22	0.39%
Others	588	10.31%

Demolitions in McLaughlin				
2000	2001	2002	2003	2004
10	6	10	4	6

Homeownership vs Rental Rates -McLaughlin		
Total Units	2,205	
Occupied Units	1,961	88.90%
Owner-Occupied	1,007	45.60%
Rental Occupied	954	43.20%
Vacant	244	11%

City of Muskegon Population				
Year	1970	1980	1990	2000
Population	44,631	40,823	40,283	40,105

% of Change in Population since 1970	-10.1%
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Persons Per Household	Number of Households
City of Muskegon 2.5	14,770

Median Household	Persons in Poverty
City of Muskegon \$ 27,929	7,238

Educational Attainment - City of Muskegon			
High School	Some College	Associates	Bachelors
37.10%	24.90%	7%	6%

Population by Age and Gender - City of Muskegon		
Male	Female	
20,971	19,134	
Age	Number	Percentage
1-14	9,845	24.40%
15-24	6,129	15.20%
25-34	6,672	16.50%
34-44	6,222	15.40%
45-54	4,670	13.50%
55-64	2,555	11.60%
65+	4,977	6.30%

Race		
White	24,309	60.61%
Black	12,701	31.67%
Hispanic	2,560	6.38%

Total Demolitions				
2000	2001	2002	2003	2004
38	37	38	20	36

Homeownership vs Rental Rates - Muskegon		
Total Units	15,999	
Occupied Units	14,569	
Owner-Occupied	8,284	51.80%
Rental Occupied	6,285	39.30%
Vacant	1,430	8.10%

South Nelson Neighborhood and City of Muskegon Comparison

South Nelson Population Change 1970 - 2000				
Year	1970	1980	1990	2000
Population	2,160	1,940	1,924	1,713

% Change in population since 1970	-20.7%
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Persons Per Household	Number of Households
2.7	631

Median Household	Persons in Poverty
\$ 31,761	326

Educational Attainment - South Nelson			
High School	Some College	Associates	Bachelors
32.40%	29.10%	7.60%	9%

Population by Age and Gender		
Male	Female	
813	900	
Age	Number	Percentage
1-14	467	27.20%
15-24	283	16.50%
25-34	238	13.90%
34-44	247	14.40%
45-54	252	14.70%
55-64	91	5.30%
65+	135	7.90%

Race		
White	972	56.70%
Black	587	34.20%
Hispanic	125	7.30%

Demolitions in South Nelson				
2000	2001	2002	2003	2004
0	1	0	0	0

Homeownership vs Rental Rates		
Total Units		
706		
Occupied Units		
631		89.3%
Owner-Occupied		
382		54.1%
Rental Occupied		
249		35.3%
Vacant		
75		10.6%

City of Muskegon Population				
Year	1970	1980	1990	2000
Population	44,631	40,823	40,283	40,105

% of Change in Population since 1970	-10.1%
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Persons Per Household	Number of Households
City of Muskegon 2.5	14,770

Median Household	Persons in Poverty
City of Muskegon \$ 27,929	7,238

Educational Attainment - City of Muskegon			
High School	Some College	Associates	Bachelors
37.10%	24.90%	7%	6%

Population by Age and Gender - City of Muskegon		
Male	Female	
20,971	19,134	
Age	Number	Percentage
1-14	9,845	24.40%
15-24	6,129	15.20%
25-34	6,672	16.50%
34-44	6,222	15.40%
45-54	4,670	13.50%
55-64	2,555	11.60%
65+	4,977	6.30%

Race		
White	24,309	60.61%
Black	12,701	31.67%
Hispanic	2,560	6.38%

Total Demolitions				
2000	2001	2002	2003	2004
38	37	38	20	36

Homeownership vs Rental Rates - Muskegon		
Total Units		
15,999		
Occupied Units		
14,569		
Owner-Occupied		
8,284		51.80%
Rental Occupied		
6,285		39.30%
Vacant		
1,430		8.10%

North Nelson Neighborhood and City of Muskegon Comparison

North Nelson Population Change 1970 - 2000				
Year	1970	1980	1990	2000
Population	3,595	3,035	2,811	2,801

% Change in Population since 1970	-22%
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Persons Per Household	Number of Households
2.3	2434

Median Household	Persons in Poverty
\$ 18,736	824

Educational Attainment			
High School	Some College	Associates	Bachelors
41.80%	19.20%	1.40%	2.30%

Population by Age and Gender		
Male	Female	
1,478	1,323	
Age	Number	Percentage
1-14	663	23.70%
15-24	447	16.00%
25-34	463	16.50%
34-44	397	14.20%
45-54	255	9.10%
55-64	167	6.00%
65+	409	14.60%

Race		
White	1,242	44.34%
Black	1,356	48.41%
Hispanic	180	6.43%

Demolitions in North Nelson				
2000	2001	2002	2003	2004
6	6	11	4	7

Homeownership vs Rental Rates		
Total Units	1,266	
Occupied Units	1,051	83%
Owner-Occupied	303	23.90%
Rental Occupied	748	59.10%
Vacant	215	16.90%

City of Muskegon Population				
Year	1970	1980	1990	2000
Population	44,631	40,823	40,283	40,105

% of Change in Population since 1970	-10.1%
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Persons Per Household	Number of Households
City of Muskegon 2.5	14,770

Median Household	Persons in Poverty
City of Muskegon \$ 27,929	7,238

Educational Attainment - City of Muskegon			
High School	Some College	Associates	Bachelors
37.10%	24.90%	7%	6%

Population by Age and Gender - City of Muskegon		
Male	Female	
20,971	19,134	
Age	Number	Percentage
1-14	9,845	24.40%
15-24	6,129	15.20%
25-34	6,672	16.50%
34-44	6,222	15.40%
45-54	4,670	13.50%
55-64	2,555	11.60%
65+	4,977	6.30%

Race		
White	24,309	60.61%
Black	12,701	31.67%
Hispanic	2,560	6.38%

Total Demolitions				
2000	2001	2002	2003	2004
38	37	38	20	36

Homeownership vs Rental Rates - Muskegon		
Total Units	15,999	
Occupied Units	14,569	
Owner-Occupied	8,284	51.80%
Rental Occupied	6,285	39.30%
Vacant	1,430	8.10%

Downtown Muskegon and City of Muskegon Comparison

Downtown Population Change 1970 - 2000				
Year	1970	1980	1990	2000
Population	328	26	62	90

% Change in Population since 1970 -27.4%

Persons Per Household	Number of Households
1.5	30

Median Household	Persons in Poverty
\$ 43,917	16

Educational Attainment			
High School	Some College	Associates	Bachelors
18.80%	12.50%	0.00%	23.40%

Population by Age and Gender		
Male	Female	
45	55	
Age	Number	Percentage
1-14	23	23.00%
15-24	16	16.00%
25-34	30	30.00%
34-44	13	13.00%
45-54	8	8.00%
55-64	4	4.00%
65+	6	6.00%

Race		
White	49	49.00%
Black	35	35.00%
Hispanic	4	4.00%

Demolitions in Downtown				
2000	2001	2002	2003	2004
1	0	0	0	0

Homeownership vs Rental Rates		
Total Units	37	
Occupied Units	30	81%
Owner-Occupied	4	10.80%
Rental Occupied	26	70.30%
Vacant	7	18.90%

City of Muskegon Population				
Year	1970	1980	1990	2000
Population	44,631	40,823	40,283	40,105

% of Change in Population since 1970 -10.1%

Persons Per Household	Number of Households
City of Muskegon 2.5	14,770

Median Household	Persons in Poverty
City of Muskegon \$ 27,929	7,238

Educational Attainment - City of Muskegon			
High School	Some College	Associates	Bachelors
37.10%	24.90%	7%	6%

Population by Age and Gender - City of Muskegon		
Male	Female	
20,971	19,134	
Age	Number	Percentage
1-14	9,845	24.40%
15-24	6,129	15.20%
25-34	6,672	16.50%
34-44	6,222	15.40%
45-54	4,670	13.50%
55-64	2,555	11.60%
65+	4,977	6.30%

Race		
White	24,309	60.61%
Black	12,701	31.67%
Hispanic	2,560	6.38%

Total Demolitions				
2000	2001	2002	2003	2004
38	37	38	20	36

Homeownership vs Rental Rates - Muskegon		
Total Units	15,999	
Occupied Units	14,569	
Owner-Occupied	8,284	51.80%
Rental Occupied	6,285	39.30%
Vacant	1,430	8.10%

Nims Neighborhood and City of Muskegon Comparison

Nims Population Change 1970 - 2000				
Year	1970	1980	1990	2000
Population	4,229	3,667	3,507	3,464

% Change in population since 1970	-18.1%
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Persons Per Household	Number of Households
2.3	1,408

Median Household	Persons in Poverty
\$ 29,519	500

Educational Attainment - Nims			
High School	Some College	Associates	Bachelors
40.80%	22.40%	7.20%	7%

Population by Age and Gender - Nims		
Male	Female	
1,728	1,725	
Age	Number	Percentage
1-14	801	23.10%
15-24	555	16.02%
25-34	523	15.09%
34-44	560	16.16%
45-54	404	11.66%
55-64	207	6.00%
65+	403	11.63%

Race		
White	2,926	84.70%
Black	212	6.12%
Hispanic	318	9.18%

Demolitions in Nims				
2000	2001	2002	2003	2004
3	5	3	1	8

Homeownership vs Rental Rates - Nims		
Total Units		
Occupied Units	1,408	91.7%
Owner-Occupied	937	61.0%
Rental Occupied	471	30.7%
Vacant	125	8.10%

City of Muskegon Population				
Year	1970	1980	1990	2000
Population	44,631	40,823	40,283	40,105

% of Change in Population since 1970	-10.1%
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Persons Per Household	Number of Households
City of Muskegon 2.5	14,770

Median Household	Persons in Poverty
City of Muskegon \$ 27,929	7,238

Educational Attainment - City of Muskegon			
High School	Some College	Associates	Bachelors
37.10%	24.90%	7%	6%

Population by Age and Gender - City of Muskegon		
Male	Female	
20,971	19,134	
Age	Number	Percentage
1-14	9,845	24.40%
15-24	6,129	15.20%
25-34	6,672	16.50%
34-44	6,222	15.40%
45-54	4,670	13.50%
55-64	2,555	11.60%
65+	4,977	6.30%

Race		
White	24,309	60.61%
Black	12,701	31.67%
Hispanic	2,560	6.38%

Total Demolitions				
2000	2001	2002	2003	2004
38	37	38	20	36

Homeownership vs Rental Rates - Muskegon		
Total Units		
Occupied Units	14,569	
Owner-Occupied	8,284	51.80%
Rental Occupied	6,285	39.30%
Vacant	1,430	8.10%

Lakeside Neighborhood and City of Muskegon Comparison

North Nelson Population Change 1970 - 2000				
Year	1970	1980	1990	2000
Population	4,879	4,079	385	3,678

% Change in Population since 1970	-24.6%
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Persons Per Household	Number of Households
2.2	1652

Median Household	Persons in Poverty
\$ 36,042	239

Educational Attainment			
High School	Some College	Associates	Bachelors
32.30%	29.40%	8.70%	11.50%

Population by Age and Gender		
Male	Female	
1,788	1,890	
Age	Number	Percentage
1-14	667	18.10%
15-24	418	11.40%
25-34	605	16.40%
34-44	536	14.60%
45-54	468	12.70%
55-64	345	9.40%
65+	639	17.40%

Race		
White	3,403	93.07%
Black	94	2.50%
Hispanic	131	3.85%

Demolitions in Lakeside				
2000	2001	2002	2003	2004
1	0	2	1	0

Homeownership vs Rental Rates		
Total Units	1,266	
Occupied Units	1,051	83%
Owner-Occupied	303	23.90%
Rental Occupied	748	59.10%
Vacant	215	16.90%

City of Muskegon Population				
Year	1970	1980	1990	2000
Population	44,631	40,823	40,283	40,105

% of Change in Population since 1970	-10.1%
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Persons Per Household	Number of Households
City of Muskegon 2.5	14,770

Median Household	Persons in Poverty
City of Muskegon \$ 27,929	7,238

Educational Attainment - City of Muskegon			
High School	Some College	Associates	Bachelors
37.10%	24.90%	7%	6%

Population by Age and Gender - City of Muskegon		
Male	Female	
20,971	19,134	
Age	Number	Percentage
1-14	9,845	24.40%
15-24	6,129	15.20%
25-34	6,672	16.50%
34-44	6,222	15.40%
45-54	4,670	13.50%
55-64	2,555	11.60%
65+	4,977	6.30%

Race		
White	24,309	60.61%
Black	12,701	31.67%
Hispanic	2,560	6.38%

Total Demolitions				
2000	2001	2002	2003	2004
38	37	38	20	36

Homeownership vs Rental Rates - Muskegon		
Total Units	15,999	
Occupied Units	14,569	
Owner-Occupied	8,284	51.80%
Rental Occupied	6,285	39.30%
Vacant	1,430	8.10%

Beachwood/Bluffton Neighborhood and City of Muskegon Comparison

Beachwood/Bluffton Population Change 1970 - 2000				
Year	1970	1980	1990	2000
Population	2,000	1,627	1,388	1,301

% Change in Population since 1970	-34.9%
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Persons Per Household	Number of Households
2.1	625

Median Household	Persons in Poverty
\$ 53,712	65

Educational Attainment			
High School	Some College	Associates	Bachelors
18.90%	31.00%	10.80%	18.80%

Population by Age and Gender		
Male	Female	
647	654	
Age	Number	Percentage
1-14	156	11.90%
15-24	114	8.80%
25-34	86	6.60%
34-44	186	14.30%
45-54	270	20.80%
55-64	201	15.40%
65+	288	22.10%

Race		
White	1,258	96.70%
Black	16	1.23%
Hispanic	17	1.31%

Demolitions in Beachwood/Bluffton				
2000	2001	2002	2003	2004
1	4	1	1	0

Homeownership vs Rental Rates		
Total Units	693	
Occupied Units	625	90.20%
Owner-Occupied	528	76.20%
Rental Occupied	97	14.00%
Vacant	70	10.10%

City of Muskegon Population				
Year	1970	1980	1990	2000
Population	44,631	40,823	40,283	40,105

% of Change in Population since 1970	-10.1%
--------------------------------------	--------

Persons Per Household	Number of Households
City of Muskegon 2.5	14,770

Median Household	Persons in Poverty
City of Muskegon \$ 27,929	7,238

Educational Attainment - City of Muskegon			
High School	Some College	Associates	Bachelors
37.10%	24.90%	7%	6%

Population by Age and Gender - City of Muskegon		
Male	Female	
20,971	19,134	
Age	Number	Percentage
1-14	9,845	24.40%
15-24	6,129	15.20%
25-34	6,672	16.50%
34-44	6,222	15.40%
45-54	4,670	13.50%
55-64	2,555	11.60%
65+	4,977	6.30%

Race		
White	24,309	60.61%
Black	12,701	31.67%
Hispanic	2,560	6.38%

Total Demolitions				
2000	2001	2002	2003	2004
38	37	38	20	36

Homeownership vs Rental Rates - Muskegon		
Total Units	15,999	
Occupied Units	14,569	
Owner-Occupied	8,284	51.80%
Rental Occupied	6,285	39.30%
Vacant	1,430	8.10%

Cambell/Glenside Neighborhood and City of Muskegon Comparison

Campbell/Glenside Population Change 1970 - 2000				
Year	1970	1980	1990	2000
Population	4,168	3,728	3,468	3,402

% Change in Population since 1970	-18%
-----------------------------------	------

Persons Per Household	Number of Households
2.1	1,580

Median Household	Persons in Poverty
\$ 27,269	563

Educational Attainment			
High School	Some College	Associates	Bachelors
40.50%	22.80%	6.00%	8.40%

Population by Age and Gender		
Male	Female	
1,537	1,865	
Age	Number	Percentage
1-14	737	21.70%
15-24	441	12.90%
25-34	539	15.80%
34-44	439	12.90%
45-54	332	9.80%
55-64	208	6.10%
65+	706	20.80%

Race		
White	2,937	86.30%
Black	277	8.14%
Hispanic	105	3.09%

Demolitions in Campbell/Glenside				
2000	2001	2002	2003	2004
3	0	0	1	0

Homeownership vs Rental Rates		
Total Units	1763	
Occupied Units	1580	89.6%
Owner-Occupied	790	44.8%
Rental Occupied	790	44.8%
Vacant	183	10.4%

City of Muskegon Population				
Year	1970	1980	1990	2000
Population	44,631	40,823	40,283	40,105

% of Change in Population since 1970	-10.1%
--------------------------------------	--------

Persons Per Household	Number of Households
City of Muskegon 2.5	14,770

Median Household	Persons in Poverty
City of Muskegon \$ 27,929	7,238

Educational Attainment - City of Muskegon			
High School	Some College	Associates	Bachelors
37.10%	24.90%	7%	6%

Population by Age and Gender - City of Muskegon		
Male	Female	
20,971	19,134	
Age	Number	Percentage
1-14	9,845	24.40%
15-24	6,129	15.20%
25-34	6,672	16.50%
34-44	6,222	15.40%
45-54	4,670	13.50%
55-64	2,555	11.60%
65+	4,977	6.30%

Race		
White	24,309	60.61%
Black	12,701	31.67%
Hispanic	2,560	6.38%

Total Demolitions				
2000	2001	2002	2003	2004
38	37	38	20	36

Homeownership vs Rental Rates - Muskegon		
Total Units	15,999	
Occupied Units	14,569	
Owner-Occupied	8,284	51.80%
Rental Occupied	6,285	39.30%
Vacant	1,430	8.10%

Commission Meeting Date: March 22, 2005

Date: March 22, 2005
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBL*
RE: Environmental Program Mowing and Trash Clean-up Contract

SUMMARY OF REQUEST:

The contract for mowing of lots and trash clean up of public and private properties previously held by Freelance Enterprises Inc. will expire on March 28, 2005. A request for bids was advertised and two companies placed bids. Freelance Enterprises is the low bidder for a two-year agreement.

FINANCIAL IMPACT:

The bids came in lower than the amounts paid under the previous contract, this may lower the cities costs.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION:

To approve the contract and to authorize the mayor and City Clerk to sign a 2-year agreement with Freelance Enterprises (see attachments), for the mowing of lots and trash removal on properties located within the city.

COMMITTEE RECOMMENDATION: None

Memo

To: Honorable Mayor and City Commission
From: Mike Cameron, Acting Code Coordinator
Date: March 22, 2005
Re: Environmental mowing & trash contract bids

The request for bids resulted in two submissions from area contractors to perform the services needed. The two bids for a two-year contract were as follows: Freelance Enterprises Inc., 1385 E. Keating, which is in Muskegon Township. Their bids were \$33.00 per hour for small mowing and trimming, \$39.00 per hour for tractor and brush hog mowers and \$36.00 per hour for a trash pick-up crew. The other bidder is Greenscapes of West Michigan LLC, 181 N. Getty, Muskegon. They submitted bids for small mowing and trimming of \$ 35.00 per hour, \$41.00 per hour for tractor and brush hog mowers and \$37.00 per hour for a trash pick-up crew. Attached are copies of the bidding sheets submitted which will also show the three-year bids.

Staff's recommendation is to accept the two-year bid with Freelance Enterprises as low bidder and not a three-year bid for a number of reasons. The cost savings for a three year contract is minimal when compared to the lowest two year bid and would have no savings impact on our mowing costs which is a substantial portion of the contract. Beginning with last years season we began closely tracking the hours and money spent on each individual lot so benchmarks could be established for the lots. Unfortunately, last year was a very wet season causing the grass to grow rapidly and therefore more time spent on each lot, additionally we ended up cutting some of the lots more frequently. If we committed to a two-year contract this would allow us time to continue to gather data that would better reflect the normal summer season. With this data, we could get a better average of time and funds spent on maintenance of the lots. Our use of this data would be to re-evaluate the way we are bidding the upkeep of the lots and try to find a better method or less costly one. If one were found, it would be to our advantage to be in a shorter-term agreement with our contractor.

The equipment list of Freelance Enterprises Inc. currently has all the needed equipment to perform the needed tasks. The Equipment list of Greenscapes of West Michigan LLC indicates that they have the required tractors and mowing decks, an adequate number of small mowers and trimmers. The list also indicates they have trucks and trailers of a larger size than our minimum requirements which could make it difficult to negotiate the tight alleys and places we commonly send our trash crews. Greenscapes did not indicate any camera equipment in their bids as requested.

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

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

EQUIPMENT LIST

TRACTOR
Year/Make/Model

Name of Lessor

Name of Vendor

MOWER
Year/Make/Model

Date Owned or Leased

Name of Lessor

Name of Vendor

1. 4 LowPRIDE Brushes
- 2.
- 3.
- 4.

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

1. 96 Ford with Tandem Trailer
2. 88 Chevy with Tandem Trailer
3. _____
4. _____

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

1. 12 20"-22" CUT VARIOUS MAKE & MODEL
2. _____
3. _____
4. _____

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

1. 6 Ryobis
2. 6 Homelite
3. _____
4. _____

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

1. (8) KODAK DIGITAL CAMERAS, VARIOUS MODELS
2. _____
3. _____
4. _____

Greenscapes of West Michigan LLC Bid sheets:

Schedule 1 of Agreement

CONTRACT PRICE PROPOSAL

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

	<u>2-Year Bid</u>	<u>3-Year Bid</u>
1. Pick up w/operator and large trailer-- minimum 10 cubic yd. capacity	<u>37⁰⁰</u>	<u>35⁰⁰</u>
2. Tractor w/operator and brush hogs 5' mowing bed	<u>41⁰⁰</u>	<u>39⁰⁰</u>
3. Lawn mower and trimmer for lots and Operator	<u>35⁰⁰</u>	<u>33⁰⁰</u>
4. Helping Labor, consisting of 2 persons	<u>—</u>	<u>—</u>

EQUIPMENT LIST

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

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

- | | | | |
|-----------------------------|------|------------|-----------|
| 1. Kubota Kubota | 30hp | 4x4 Diesel | 5/6' deck |
| 2. Kubota | 30hp | 4x4 Diesel | " " |
| 3. Kubota | 30hp | 4x4 Diesel | " " |
| 4. Holder | 32hp | 4x4 Diesel | 5' deck |

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

- | | | | |
|---------------|---------------|------------|-------------|
| 1. Exmark | 2003 | 72" Diesel | Rider |
| 2. Exmark | 2003 | 54" " | walk behind |
| 3. Bobcat | 2000 | 32" " | walk behind |
| 4. Great Dane | Surfacer 1978 | 62" " | Rider |

TRUCK
W/LARGE TRAILER
Year/Make/Model

Date Owned or Leased

Name of Lessor

Name of Vendor

1. 2002 Ford F350 Diesel 20yd dump trailer
2. 2000 Ford F450 Diesel 50yd pull out trailer
3. 2004 Ford F250 Diesel 20 ft flat trailer
4. 1997 Dodge 2500 Diesel 10 ton flat trailer

SMALL MOWERS
Type/Size

Date Owned or Leased

Name of Lessor

Name of Vendor

1. Honda push mower 21"
2. Ransomes 32' walkbehind
3. _____
4. _____

POWER
TRIMMERS
Type/How Many?

Date Owned or Leased

Name of Lessor

Name of Vendor

1. 2 echo string trimmers
2. 2 tanaka " "
3. 1 stihl " "
4. _____

CAMERA
Type/How Many?

Date Owned or Leased

Name of Lessor

Name of Vendor

1. _____
2. _____
3. _____
4. _____

**CITY OF MUSKEGON
CONTRACT FOR SERVICES**

This Agreement is effective on this 29th day of March, 2005, between City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49443 ("City"), and, Lindsay Ames, of Freelance Enterprises Inc. ("Contractor"), with reference to the following facts:

Background

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

Therefore, the parties agree as follows:

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

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

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

- 2. **Services.** Contractor shall provide the following services, under the direction and supervision of the City Planning Department, relating to yard maintenance and trash clean up of the above listed properties. Contractor shall perform the services set forth in this contract in a timely, workman-like manner.
 - a. **Mowing.** Contractor shall mow all grass, weeds and brush including mowing around all obstacles, up to three inches (3") in diameter, leaving no ridges of high or uncut grass.

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

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

- iii. Beeper.

9. **Work Orders.**

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

10. **Payment.**

- a. **Form.**
 - i. Requests for payment shall be submitted on a form prepared and approved by the City;
 - ii. Requests shall include a list of job numbers with the corresponding cost of each job;
 - iii. Requests shall be on a per-quarter hour basis; total time per job to be agreed to by the Contractor and City Representative.
 - iv. Requests for work completed that were not performed in compliance with subsection 9(b) may not be compensated.
 - v. Inadvertent payment made to the Contractor for work not performed in compliance with the terms of this contract, or for any other reason, will be deducted by the City from subsequent payments.
- b. **Frequency.** Requests for payment shall be made monthly and payment will be made on the second and fourth Friday of each month.
- c. **Travel Time.** Travel time shall be charged by Contractor as follows:
 - i. Time may be charged for travel from a completed job site to another job site. Travel time shall be shown on a voucher completed for the destination site.
 - ii. Time may be charged for travel to and from a disposal site with a full load of garbage, trash, waste and other items. Travel time shall be indicated on a dump voucher or slip.
 - iii. Travel time shall only be compensated for direct and logical routes.
 - iv. All vouchers, bills, slips and pictures pertaining to a work order or a job site shall be submitted to the City at the same time.
 - v. Requests for payment that are submitted without the proper documentation, including but not limited to vouchers, bills, slips and pictures will not be accepted until such time all such items are submitted.

11. **Specific Reservations.**

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

12. **Terms and Termination.**

- a. This Agreement shall be effective on March 29th, 2005, and shall remain in full force and effect until March 29th, 2007, with an annual extension option through March 29th, 2008.
- b. This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice to the other party.

13. **Commencement and Damages.**

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

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

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

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

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

14. **Insurance and Indemnity.**

- a. **Hold Harmless Agreements.** To the fullest extent permitted by law, Contractor agrees to defend, pay in behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, arising out of or is any way connected or associated with this contract. The obligation to defend and hold harmless extends to City's employees, agents, subcontractors, assigns and successors.
- b. **City Insurance Requirement.** Contractor shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to City.
- c. **Workers' Compensation Insurance.** Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **Vehicle Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Vehicle Liability Insurance, in accordance with all applicable Statutes of the State of Michigan.
- e. **Commercial General Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions

or equivalent; (E) Deletion of all Explosion, Collapse and Underground (SCU) exclusions, if applicable.

- f. **Additional Insured.** Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The City, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. The endorsement adding the City as additional insured shall read exactly as follows: "The City of Muskegon is hereby added as an additional insured..."
- g. **Cancellation Notice.** Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON PLANNING DEPARTMENT.
- h. **Proof of Insurance Coverage.** Contractor shall provide the City at the time the contracts are returned for execution, certificates and policies endorsing the City as additional insured as listed below:
 - i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, if applicable;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and
 - iii. If so requested, Certified Copies of all policies mentioned above will be furnished.
- i. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date.

- 15. **Income Tax Withholding.** Contractor shall withhold income taxes from each employee who is subject to such withholding, and pay such tax in accordance with the City of Muskegon Income Tax Ordinance and all applicable laws associated with that ordinance. Contractor shall require the same from each subcontractor, consultant or vendor used in the performance of his duties and obligations in this Agreement. City reserves the right to withhold payments otherwise due to Contractor to assure compliance with this Agreement or to cure such noncompliance.

16. **General Provisions.**

- a. **Notices.** Any notice that either party may give or is required to give under this Agreement shall be in writing, and, if mailed, shall be effective on the day it is delivered to the other party at the other party's address set forth in this Agreement

or at any other address that the other party provides in writing. Notices given in person are effective on the day they are given.

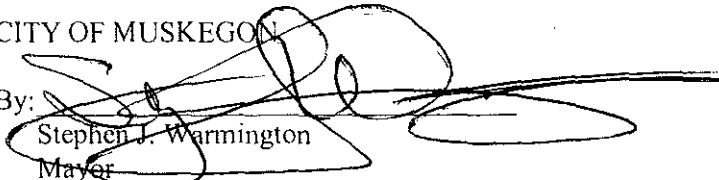
- b. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.
- c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights and obligations contained in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

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

Date: 3-31, 2005

City -

CITY OF MUSKEGON

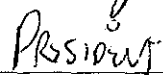
By: 
Stephen J. Warmington
Mayor

And: 
Gail A. Kunderger, MMC
City Clerk

Date: 3-25, 2005

Contractor

By: 

Its: 

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: March 22, 2005

SUBJECT: Contract Extension Agreement-1 year Street Sweeping Contract for 2005

SUMMARY OF REQUEST:

To enter into 1 year contractual agreement with TRI-US SERVICES, INC. to provide street sweeping services for 2005.

FINANCIAL IMPACT:

\$137,866.40 cost for 1 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 1-year extension as specified in previous contract.

Memorandum

To: Honorable Mayor and City Commission
From: DPW Staff
Date: 3/17/2005
Re: Street Sweeping-2005 Contract Extension

The Department of Public Works is requesting permission to exercise its contractual option to enter into 1-year contractual extension agreement with TRI-US SERVICES, INC, to provide street sweeping services for 2005, (as provided for in our 2002-2004 contract proposal).

TRI-US SERVICES, INC. has proposed to extend the street sweeping contract for 2005, at an additional cost of \$24,204.16 to the City of Muskegon (\$113,662.24 verses \$137,866.40), based on the following criteria:

1. Staff has increased sweeping mileage by approximately 2 miles due to the construction of additional streets
2. Staff has eliminated two dump areas leaving only one location for the temporary storage of street sweeping. This was necessary because of environmental concerns. The elimination of the two storage sites leaves only one available location and therefore adds increased travel time for each sweeper.
3. Additional fuel costs.

These first two increases have added more that 300 hours of additional billing costs to contractor that were not in anticipated in previous contracts. These changes were necessitated and were added by staff throughout the previous 2002-2004 contract.

TRI-US SERVICES, INC is also offering the following, during the proposed 2005 contract extension:

1. Lowering per hour sweeping charges from \$90.00 per hour for State roadway sweeping to \$70.00 per hour.
2. Lowering local and major roadway per hour sweeping charges from \$73.00 to \$70.00 per hour.
3. Lowering special sweeps from \$100.00 per hour to \$73.00 per hour.

March 17, 2005

TRI-US SERVICES, INC has provided a number of special sweepings, at our request over years, sometimes at no charge to the City of Muskegon. They also have provided our residents with excellent customer service and have met staffs' changing requests, throughout previous contracts, time and again.

APRIL 1, 2005

Robert L. Simons
Tri-Us Services
78 Ball Creek NW PO Box 123
Kent City, Michigan 49330

Dear Mr. Simons:

I am pleased to notify you that our City Commission has accepted your offer to extend the 2002-2004 street sweeping contract for the year 2005. The action was formally adopted on March 22, 2005, commission action number 2005-31(B).

Enclosed you will find three copies of an Agreement covering this extension and three copies of Quotation Request (blue form) required by the State of Michigan for trunkline work. On the Agreement forms, please provide information requested and necessary signatures. The blue forms require your signature next to the penciled "X". Return all forms along with the required performance/labor and materials bonds, sureties, and all insurance certification documentation that is required. One copy with city representative's signatures will be returned to you.

Additionally, you have requested a special payment schedule as provided for in the attached Agreement. Upon execution of said payment agreement, contact our Finance Director, Tim Paul (231) 724-6709, to make the necessary arrangements.

Do not hesitate to call me at (231) 724-6993 with questions or concerns.

Sincerely,

Doug Sayles
Public Works Superintendent

Enc.

APRIL 4, 2005

Robert L. Simons
Tri-Us Services
78 Ball Creek NW PO Box 123
Kent City, Michigan 49330

Dear Mr. Simons:

Per your request, I have proposed a 12 month payment schedule, for the 2005 street sweeping contract, with our Finance Director. Upon signed extension agreement, contact should be made with Tim Paul (231) 724-6709 for monthly payment set-up.

The 2005 street sweeping extension contract has been approved by our Commission at a cost of \$137,866.40 for 4 scheduled sweeps, as outlined by the previous 2002-2004 contract. Under the existing 2002-2004 agreement TRI-US Services would bill the City of Muskegon after each sweep an amount equal to $\frac{1}{4}$ (\$28,415.56) of the total yearly contract cost (\$113,662.24).

Under the proposed 12 month payment plan, the City of Muskegon Finance Department will schedule payment with you, which is equal to $\frac{1}{12}$ (approximately \$11,488.87) of the total yearly cost (\$137,866.40). This payment program will start from the beginning of the contract, as stipulated by the Finance Director.

Monthly invoices should be sent to the DPW stating hours worked and status of each sweep. If special sweeping requests are required then these will be invoiced separately as well.

Do not hesitate to call me at (231) 724-6993 with questions or concerns.

Sincerely,

Doug Sayles
Public Works Superintendent

AGREEMENT

THIS AGREEMENT, made this 4th day of April, 2005, by

And between: Tri-Us Services, Inc.
{a corporation organized and existing under the laws of the state of _____};
or [a partnership consisting of _____];
or {an individual trading as _____};

hereinafter called the "Contractor", and the CITY OF MUSKEGON, MICHIGAN:

WITNESSETH, that the Contractor and the City of Muskegon, for the consideration stated herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in this Contract, NAMELY: "2005 Street Sweeping"
*Extension of 2002, 2003, 2004 Contract
and required supplemental work for the completion of this Project, all in strict accordance with the Contract, including all Addenda.

ARTICLE 2. The Contract Price. The City of Muskegon will pay the Contractor for the performance of this Contract and the completion of the work covered therein an amount in current funds not to exceed \$ 137,866.40. Excluding special requests.

Article 3. Contract. The executed contract shall consist of, but not be limited to, the following:

- | | | |
|----|-------------------------------------|--|
| a. | Invitation for Bids | Section II – Equal Opp & Employment |
| b. | Part1: | Specifications |
| | Section I – Instructions to Bidders | Section III – Adopted Labor Stnds. |
| | Section II – Bid Proposal | Section IV – Prevailing Wage |
| c. | Part 2 – Agreement | Decision |
| d. | Part 3: | e. Part 4 – Technical Specifications |
| | Section I – General Specifications | f. Part 5 – Special Specifications |
| | for Project Performance | g. Construction and/or Engineering Plans |

This Agreement, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if attached hereto or repeated herein, form the Contract between the parties hereto.

In the event any provision in any component part of this Contract conflicts with any provision of any other component part, the Contractor shall contact the City immediately in writing for a determination, interpretation and/or clarification of conflicting parts and priority of same. Said determination from the City shall be in writing and shall become an Addendum to this Contract

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in

3 original counterparts on the day and year first written above.

ATTEST:

CONTRACTOR

by Robert L. Simons President

Robert L. Simons, President

printed name and title

ATTEST:

Linda Potter

CITY OF MUSKEGON

Hail Q. Kundergei
Mayor
City Clerk

(SEAL)

CERTIFICATION (if applicable)

I, Robert L. Simons, certify that I am the President
of the Corporation named as the Contractor herein;

That Robert L. Simons, who signed this Agreement on behalf of the

Contractor, was then President of said Corporation;

That said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

SIGNED:

Robert L. Simons President

Robert L. Simons, President

printed name and title

(CORPORATE SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____,
as Principal, and

_____,
as Surety, are held and firmly bound unto the City of Muskegon, its certain attorney, successors or assigns (hereinafter called the Obligee) , in the full and just sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain contract with Obligee,

dated _____, 20____, (hereinafter called the Contract)
for: _____

and the specifications for said work shall be deemed a part hereof as fully as if set out herein:

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- (a) If the Principal shall faithfully perform the Contract on his/her part, as of the time and in the manner therein provided; shall satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damages to persons or property in the performance thereof; shall fully indemnify and save harmless said Obligee from any and all cost and damage which the Obligee may suffer by reason of the Principal's failure to do so; and shall fully reimburse and pay the Obligee any and all outlay and expense which it may occur by reason of such default; and
- (b) If, after completion and acceptance of the work by the Obligee, the Principal shall promptly remedy any defects in the work due to faulty materials or workmanship which shall appear within the period of one year from the date of completion and final acceptance of the work, and pay for any damage to said Obligee, to the State of Michigan, or to any municipal subdivision or local authority thereof to which the rights and privileges of said Obligee have passed or been assigned,

then this obligation shall be null and void; otherwise it shall remain in full force and virtue.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to the work to be performed thereunder, or to the specifications accompanying the same, shall in any wise affect its obligations on this Bond; and it does thereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or specifications.

It is hereby further stipulated and agreed that, if the Principal is a non-Michigan Corporation, neither the Principal nor the Surety shall be discharged from liability on this Bond, nor the bond surrendered, until such Principal files with the Obligee a certificate from the Michigan Department of Revenue evidencing the payment in full of all taxes, penalties and/or interest, and a certificate from the Unemployment Compensation Commission evidencing the payment of all unemployment compensation contributions, penalties and/or interest, due the State of Michigan from said Principal, or any non-Michigan corporation, subcontractor thereunder, or for which liability has accrued but the time for payment has not arrived.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

THIS _____ DAY OF _____, 20 _____.

Individual Principals Sign Here:

In the Presence of:

(SEAL)

(SEAL)

(SEAL)

Corporate Principals Sign Here:

Attest:

Robert L. Simons

(Printed Name and Title)

Robert L. Simons President

Surety Sign Here:

Attest:

(Printed Name and Title)

The rate of premium charge is \$ _____ per thousand.

The total amount of premium charged is \$ _____
(to be filled in by the Corporate Surety).

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Tri-Us Services, Inc.

as Principal, and

Auto-Owners Insurance Company

as Surety, are held and firmly bound unto the City of Muskegon, its certain attorney, successors or assigns (hereinafter called the Oblige) in the penal sum of One hundred thirty-seven thousand eight hundred sixty-six & 40/100 dollars (\$ 137,866.40) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain contract with said Oblige, dated April 4th, 2005, (hereinafter called the Contract) for: Street sweeping in 2005, a contract extension of the 2002 2003, 2004 contract.

and the specifications for said work shall be deemed a part hereof as fully as if set out herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Principal, all subcontractors to whom any portion of the work provided for in said Contract is sublet, and all assignees of said Principal and of such subcontractors, shall promptly make payment for all material furnished, labor supplied or performed, rental for equipment employed and services rendered by public utilities in or in connection with the prosecution of the work, whether or not said material, labor, equipment or services entered into become component parts of the work or improvement contemplated in said Contract, in any amendment, extension of, or addition to said Contract, then the above obligation shall be void; otherwise, it shall remain in full force and effect; **PROVIDED, HOWEVER**, that this Bond is subject to the following conditions and limitations:

- (a) All persons who have performed labor, rendered services or furnished materials or equipment, shall have a direct right of action against the Principal and Surety on this Bond, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished (or where labor has been performed, services rendered or materials furnished under said Contract in more than one state, then in any such states). Insofar as permitted by the laws of such State, such right of action shall be asserted in a proceeding instituted in the name of the Oblige to the use and benefit of the persons instituting such action and any or all other persons having claims hereunder; and any other person having a claim hereunder shall have the right to be made a party to such proceedings, but not later than one year after the complete performance of said Contract and final settlement thereof, and to have such claim adjudicated in such action and judgment rendered thereon; **PROVIDED HOWEVER**, that the Oblige shall not be liable for the payment of any costs or expenses of any such suit.
- (b) The Surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.

- (c) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon, that is instituted later than one year after the complete performance of said Contract and final settlement thereof.
- (d) As used herein: The term "Person" refers to any individual, firm or corporation which has furnished materials, equipment or public utility services to be used on or incorporated in the work, or the prosecution thereof, provided for in said Contract or any amendment, extension of, or addition to said Contract; and/or to any person engaged in the prosecution of the work provided for in said Contract or any, extensions of, or addition to said Contract, who is an agent, servant or employee of the Principal or of any subcontractor, or any assignee of said Principal or any subcontractor; and also anyone so engaged who performs the work of a laborer or mechanic, regardless of any contractual relationship between the Principal or any subcontractor, or any assignee of said Principal or subcontractor and such laborer or mechanic; BUT shall not include office employees not regularly stationed at the site of the work.
- (e) It is hereby further stipulated and agreed that, if the Principal is a non-Michigan corporation, neither the Principal nor the Surety shall be discharged from liability on this Bond, nor the Bond surrendered, until such Principal files with the Obligee a certificate from the Michigan Department of Revenue evidencing the payment in full of all taxes, penalties and/or interest due the State of Michigan from the Principal, or any non-Michigan corporation, subcontractor thereunder, or for which liability has accrued but the time for payment has not arrived.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, to the work to be performed thereunder, or to the specifications accompanying the same, shall in any wise affect the obligations of this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work thereunder, or the specifications.

SIGNED, SEALED AND DELIVERED IN 3 ORIGINAL COUNTERPARTS

THIS 4th DAY OF April, 20 05.

In the Presence of:

Individual Principals Sign Here:

(Printed Name and Address)

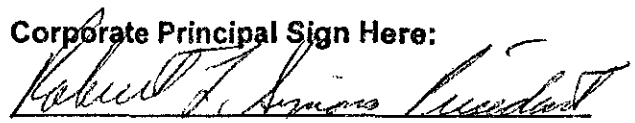
(Printed Name and Address)

(Printed Name and Address)

ATTEST:

(Printed Name)

Corporate Principal Sign Here:



Robert L. Simons, President
(Printed Name and Title)

(SEAL)

Surety Sign Here:

(Printed Name)

(Printed Name and Title)

**DIRECTIONS FOR PREPARATION OF PERFORMANCE AND LABOR AND
MATERIALMEN'S BONDS**

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than that required by the Specifications.
4. If the Principals are partners, or joint venturers, each member shall execute the bond as an individual, with his/her place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal; OR
There may be attached copies of such corporation records as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary of the corporation, under the corporate seal, to be true copies.
7. The current Power-of-Attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond MUST NOT BE PRIOR TO THE DATE OF THE CONTRACT.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of the premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath EACH SIGNATURE appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

21. INSURANCE AND INDEMNITY - continued

- b. Contractor Insurance Requirement. Contractor and Subcontractors shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to CITY.
- c. Workers' Compensation Insurance. The Contractor and Subcontractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, commercial general Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage coverages shall be included. Coverage shall also include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form Liability Extensions or equivalent; (E) Deletion of all explosion, collapse and underground (SCU) exclusions, if applicable. The said insurance shall cover liability caused by the activities of any subcontractor.
- e. Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability for third party claims of not less than \$1,000,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The said insurance shall cover liability caused by the activities of any subcontractor.
- f. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds" using the following language: "The CITY and all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are hereby added as 'Additional Insureds'".
- g. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT".

21. INSURANCE AND INDEMNITY - continued

- h. Owner's and Contractor's Protective Liability.** The Contractor shall procure and maintain during the life of this contract Owner's and Contractor's Protective Liability with limits of liability not less than \$1,000,000 per occurrence and/or aggregate, combined single limit. Personal injury, Bodily injury and Property Damage coverages shall be included. The CITY shall be "Named Insured" on this coverage. Thirty (30) days notice of cancellation to the CITY shall be required. Said insurance shall cover liability caused by the activities of any subcontractor(s) either by means of a rider attached to the Prime Contractor's Certificate of Insurance indicating this coverage for subcontractors; or the subcontractor(s) shall submit their own Certificate of Insurance.
- i. Proof of Insurance Coverage.** The Contractor and Subcontractors shall provide the CITY at the time the contracts are returned by him for execution, certificates and policies endorsing the City as additional insured as listed below:

 - (1.) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - (2.) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - (3.) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - (4.) Original Policy, or original Binder pending issuance of policy, for Owner's and Contractor's Protective Liability Insurance;
 - (5.) If so requested, Certified Copies of all policies mentioned above will be furnished.
- j.** If any of the above coverages expire during the term of this contract, the Contractor and Subcontractors shall deliver renewal certificates and/or policies to CITY at least ten (10) days prior to the expiration date.

22. MATERIALS AND WORKMANSHIP

- a.** Unless otherwise specifically provided for in the Technical or Special Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to as "equal to" any particular standard, the City will decide the question of equality.
- b.** The City of Muskegon may require the Contractor to dismiss from this Project such employee(s) as the City may deem incompetent, careless, and/or insubordinate.

CONTRACTOR'S CERTIFICATE AND RELEASE
and REQUEST FOR FINAL PAYMENT

FROM: _____ (Name of Contractor)

TO: The City of Muskegon

RE: Contract No.

ENTERED INTO THE _____ DAY OF _____, 20____, BETWEEN THE CITY
OF MUSKEGON, 933 Terrace Street, Muskegon, Michigan 49443, AND

_____ of _____, _____,
(Contractor) (City) (State) (ZIP)

FOR THE 2005 Street Sweeping

Terms as specified in previous 2002, 2003, 2004 Street Sweeping contract.

(Name of Operations to be Performed)

UNDER THE CONTRACT ENTITLED

PROJECT NO. _____ LOCATED IN THE CITY OF MUSKEGON, MICHIGAN;

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the CITY OF MUSKEGON to the CONTRACTOR under the Contract and duly approved Change Orders and modifications THE BALANCE OF \$ _____.
2. The undersigned further certifies that in addition to the amount set forth in Paragraph 1, there are outstanding and unsettled the following items which the Contractor claims are just and due and owing by the City of Muskegon to the Contractor:
 - a. _____
 - b. _____
 - c. _____
 - d. _____

(Itemize claims and amounts due; if none, so state)
3. The undersigned further certifies that all work required under this Contract, including work required under Change Orders Nos. _____, has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the Contract provisions relating to said wage rates.
4. Except for the amounts stated under Paragraphs 1 and 2 hereof, the undersigned has received from the CITY OF MUSKEGON all sums of money payable to the undersigned under or pursuant to the above-mentioned Contract or any modification or change thereof.

(Contractor's Certificate and Release - Continued)

5. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does hereby release the CITY OF MUSKEGON from any and all claims arising under or by virtue of this Contract, except the amount listed in Paragraph 2 hereof; provided, however, that if for any reason the City of Muskegon does not pay in full the amount stated in Paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under Paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof.

The Contractor further certifies that upon the payment of the amount listed in Paragraph 2 hereof, and of any amount which may be deducted from Paragraph 1 hereof, the Contractor will release the City of Muskegon from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further releases or assurances as the City may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20 _____.

(SEAL)

CONTRACTOR: _____

by _____

Robert L. Simon
Robert L. Simon, President
(Printed name and title of signer)

_____, the affiant signing this instrument, being first duly sworn on oath, deposes and says: First, that he/she is the

_____(title) of the _____
(name of company)

Second, that he/she has read the foregoing certificate by him/her subscribed as _____
(title) of the _____.

Affiant further states that the matters and things stated are, to the best of his/her knowledge and belief, true.

Affiant: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary

My commission expires _____

CONTRACTOR AFFIDAVIT - SURETY RELEASE

State of Michigan)
) ss
County of Muskegon)

_____ (Contractor)

Being duly sworn, deposes and says that he/she entered into a contract with the City of Muskegon on the _____ day of _____, 20____, for the construction of the City of Muskegon Project No. _____.

Deponent further says that the work under the terms of the said contract has been completed and all indebtedness incurred by him/her to subcontractors, material suppliers, and persons in his/her employ has been paid in full.

Deponent further says this affidavit is furnished before final payment, or before the ten percent (10%) withheld in accordance with the contract may be reduced.

Deponent further says this affidavit is made pursuant to provisions of Public Act 179 of 1891, section 4, as amended.

Witnesses:

SIGNED

Subscribed and sworn to before me this _____ day of _____, 20

Notary Public

Commission expires _____

CONSENT OF SURETY

We, as surety on the above described contract, hereby give our consent to the payment to the Contractor as indicated above.

Date: _____

Signed: _____
(Attorney-in-fact)

NOTE: Two completed copies of this or similar form MUST BE SUBMITTED to and accepted by the City of Muskegon BEFORE REDUCTION OF 10% RETAINAGE AND FINAL PAYMENT WILL BE MADE.

Apr. 1, 2005 3:46PM

6168876275

No. 2558 P. 3/4

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR JB TRZ-US1	DATE (MM/DD/YY) 07/06/04
PRODUCER Lane & Reed Insurance Agency, Inc. P.O. Box 188 Sparta MI 49345 Phone: 616-887-7349 Fax: 616-807-6275		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tri-Us Services, Inc. 4725 - 15 Mile Rd. Kent City MI 49330		INSURERS AFFORDING COVERAGE INSURER A: Auto-Owners Insurance INSURER B: Home Owners Ins. Co. INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GENERAL AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC	014601-06720870	07/01/04	07/01/05	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	42-720-870-00	07/01/04	07/01/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$	
A	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$	012101 06702040	07/01/04	07/01/05	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	011701 06069450	07/01/04	07/01/05	WE STATU. TORY LIMITS OTH ER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Street Cleaning

CERTIFICATE HOLDER	N	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
CITY002 City Of Muskegon Dept of Public Works & Utilities 1350 E. Keating Muskegon MI 49442			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE William W. Reed

Apr. 1. 2005 3:45PM

6168876275

No. 2558 P. 2/4

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR JB TRI-US1	DATE (MM/DD/YY) 07/06/04
PRODUCER Lane & Reed Insurance Agency, Inc. P.O. Box 188 Sparta MI 49345 Phone: 616-887-7349 Fax: 616-887-6275		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tri-Us Services, Inc. 4725 - 15 Mile Rd Kent City MI 49330		INSURERS AFFORDING COVERAGE INSURER A Auto-Owners Insurance INSURER B Home Owners Ins. Co. INSURER C INSURER D INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO. JECT ☐ LOC	06720870	07/01/04	07/01/05	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ MIXED AUTOS ☒ NON-OWNED AUTOS	42-720-870-00	07/01/04	07/01/05	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$	
A	EXCESS LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$	06702040	07/01/04	07/01/05	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	06069450	07/01/04	07/01/05	☒ WC STAT. ☐ OTHER FORTY LIMITS ☐ ER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Street Sweeping - The City of Muskegon elected and appointed officials, all employees & volunteers, all boards, commissions and/or authorities & board members, including employees & volunteers thereof are hereby added as "Additional Insureds"

CERTIFICATE HOLDER	N	ADDITIONAL INSURED: INSURER LETTER	CANCELLATION
CITY002		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
City Of Muskegon Dept of Public Works & Utilities 1350 E. Keating Muskegon MI 49442		AUTHORIZED REPRESENTATIVE William W. Reed	

QUOTATION REQUEST FOR SERVICES OR EQUIPMENT

DISTRIBUTION:
☐ Maintenance Div.
☐ District Maintenance
☐ County or Municipality

DISTRICT NO.

INSTRUCTIONS: To be used by contract county or municipality only. See Prohibition of Discrimination statement & authority on reverse.
Complete in triplicate and distribute as indicated.

TO BE COMPLETED BY CONTRACT COUNTY OR MUNICIPALITY

COUNTY OR MUNICIPALITY City of Muskegon		DATE REQUEST ISSUED 4-4-05	RETURN NO LATER THAN
ADDRESS 1350 E. Keating Avenue	Street No. City Muskegon	QUOTATION County-Calendar Year OR Municipality — Fiscal Year FOR: FY 2005	
TYPE OF WORK EQUIPMENT OR SERVICES TO BE USED FOR: Street Sweeping		TRUNKLINE HWY. NO. M46 & US31BR (96)	
ESTIMATED USE (No. of times or duration) Four (4) sweeps between April and end October 2005		ROUTE SECTION NO. M46 & US31BR (96)	
LOCATION (Give complete description.)			

State trunklines located within the City of Muskegon

CONDITION OF EQUIPMENT

- All equipment furnished without an operator, will be in proper operating condition when delivered for use by the Department of Transportation. It is understood that, when due to mechanical failure, any and all repairs and/or replacement of parts to said equipment is the responsibility of the vendor.
- When equipment and an operator, or a service, is furnished by the vendor, the vendor is responsible for all maintenance, labor, materials and other expenses involved therewith.

The vendor shall save harmless and indemnify the State, The Michigan Department of Transportation and the Michigan State Transportation Commission against all claims for damages to public or private property and for injuries to persons arising out of and during the progress of the work herein described and to its completion.

DETAILED DESCRIPTION OF EQUIPMENT OR SERVICES	QUANTITY	UNIT	UNIT BID PRICE BY VENDOR	TOTAL COST
Sweeping of 27.20 miles (street & paved shoulders) of State trunklines within the City of Muskegon at \$70.00 per mile x four(4) sweeps per year. Note: Trunkline = 13.6 curbed miles x 2 for paved shoulders \$1904 per sweep	27.20	4	70.00	\$7616

TO BE COMPLETED BY VENDOR

It is proposed, subject to the conditions listed above, to contract with above named County or Municipality to furnish the Equipment or Service(s) listed above.	COMPANY NAME (if any.) Tri-Us Services, Inc.	
	STREET ADDRESS OF COMPANY OR OWNER 4725 15 Mile Road, PO Box 123 Kent City MI	
Operator's Wages are included in the Unit Bid Price. ☒ Yes ☐ No	BY — Authorized Signature & Title — use ink on all copies X <i>Robert J. Linn</i> President	DATE 4-6-05
EST. TOTAL COST \$ 7616	CONTRACT COUNTY OR MUNICIPALITY Signature of Designated Maintenance Superintendent	
FOR LANSING MDOT USE ONLY	The above named County or Municipality is hereby authorized to contract with the above named vendor for the equipment or service(s) described.	
	MICHIGAN DEPARTMENT OF TRANSPORTATION District Maintenance Engineer Approval:	DATE
	Maintenance Division Approval:	DATE
	MICHIGAN STATE TRANSPORTATION COMMISSION Approval:	DATE

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: March 14, 2005

RE: Bathroom Facilities Agreement with Fisherman's Landing, Inc.

SUMMARY OF REQUEST:

To approve a development and reimbursement agreement between the City and Fisherman's Landing, Inc. The agreement will enable the constructions of a new bathroom facility at Fisherman's Landing and provides for a reimbursement of the costs for the same by Fisherman's Landing, Inc.

FINANCIAL IMPACT:

\$146,926.24

BUDGET ACTION REQUIRED:

The 2005 budget will need to be readjusted to account for this new expenditure.

STAFF RECOMMENDATION:

To approve the attached agreement.

COMMITTEE RECOMMENDATION:

2005-31 (c)
3-22-05

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement is made as of March 22, 2005, between the CITY OF MUSKEGON, a Michigan municipal corporation (the "City"), and Fisherman's Landing, Inc., a non-profit corporation, whose business address is 11434 First Street, Montague, Michigan 49437 ("Corporation").

RECITALS

A. City owns real property located at the east end of Muskegon Lake, commonly referred to as Fisherman's Landing and Campground.

B. Corporation is interested in making capital improvements at Fisherman's Landing and Campground. Corporation has executed a contract for architectural work with Richard C. Borgeson and for construction of capital improvements with Scott Geerling Contractors of Zeeland, Michigan ("Geerling").

C. City is willing to pay for the improvements at the Fisherman's Landing and Campground so long as City is reimbursed by Corporation for the cost of the improvements.

D. The City is in the process of borrowing sums for capital improvements on City properties, including monies to cover the expenses related to the capital improvements at Fisherman's Landing and Campground.

TERMS AND CONDITIONS

Therefore, in exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. IMPROVEMENTS.

Corporation and Geerling have entered into a contract for a variety of public improvements. A copy of the contract is attached Exhibit A.

2. FINANCIAL OBLIGATIONS.

2.1 Corporation has entered into a contract with Richard C. Borgeson ("Borgeson") for architectural work associated with the public improvements in the amount of \$6,055.00. Corporation has paid Borgeson \$5,146.76, leaving a balance owing of \$908.24.

2.2 Corporation has entered into a construction contract with Geerling for the construction of public improvements provided for in Exhibit A in the amount of \$184,725.00. Corporation has paid Geerling \$38,809.00, leaving a balance owing of \$145,916.

3. **CITY OBLIGATIONS.**

3.1 City agrees to assume the obligations including paying such amounts that are or will be owed to Corporation related to Borgeson and Geerling for the construction of the Public Improvements as provided in attached Exhibit A. City agrees to execute an assignment of Exhibit A from Corporation to City.

3.2 City shall provide sufficient funds to pay for the improvements provided for in Exhibit A.

3.3 City shall have the exclusive right to authorize any change orders with Borgeson and/or Geerling. Such change orders may alter the amount owed to either Borgeson and/or Geerling, which Corporation acknowledges would alter the amount Corporation owes City.

4. **CORPORATION OBLIGATIONS.**

4.1 Corporation agrees to assign its interest in Exhibit A to City by executing attached Exhibit B.

4.2 Corporation agrees to pay City the amount City pays Borgeson and Geerling for improvements on Fisherman's Landing and Campground, plus interest in the unpaid portion at the interest rate the City pays for the monies borrowed to satisfy the debt to Geerling. The principal amount of the contracts, plus or minus any additions or deletions, plus interest shall be satisfied by payments of \$10,000 on each and every January 1, commencing January 1, 2006, until the full amount has been paid.

5. **Interpretation.** This is the entire agreement, including attachments, between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. This Agreement shall be interpreted and construed in accordance with Michigan law and the parties agree to jurisdiction and venue within the courts for the County of Muskegon.

6. **Binding.** This Agreement and the rights and obligations under this Agreement are unassignable and untransferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties. Corporation and City have negotiated together to reach the terms of this Development Agreement, have participated in the drafting of this Agreement, acknowledge that this product is a joint effort of both parties.

7. **Waiver.** One or more waivers by any party of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

8. **Notice.** Any notice provided for herein or given pursuant to this Agreement, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by personal delivery to the parties as follows:

To Muskegon:

CITY OF MUSKEGON
933 Terrace, P.O. Box 536
Muskegon, MI 49443-0536
Attn: City Manager

To Corporation:

FISHERMAN'S LANDING, INC.
c/o Thomas Kampenga
11434 First Street
Montague, MI

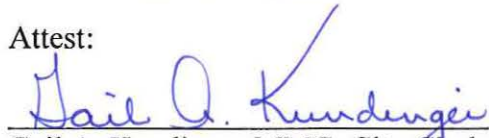
9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

WHEREFORE, this Agreement has been executed as of the date first written above.

CITY OF MUSKEGON

By: 
Stephen J. Warmington, Mayor

Attest:


Gail A. Kunderger MMC, City Clerk

FISHERMAN'S LANDING, INC.

By: 
Thomas Kampenga

EXHIBIT A

CONTRACT BETWEEN GEERLING CONTRACTORS
AND FISHERMAN'S LANDING, INC.

MAR 21 2005

MUSKEGON
CITY MANAGER'S OFFICE

**Standard Form of Agreement Between Owner and
Contractor where the basis of payment is a
STIPULATED SUM**

Original Contract when this is red.

AGREEMENT made as of the 20th day of December, 2004 BETWEEN the

Owner FISHERMANS LANDING INC.
 538 EAST WESTERN AVENUE
 MUSKEGON, MICHIGAN 49440

And the Contractor GEERLINGS DEVELOPMENT
 8436 HOMESTED
 ZEELAND, MICHIGAN 49464

The Project is: TOILET ROOMS FOR FISHERMANS LANDING
 538 EAST WESTERN AVENUE
 MUSKEGON, MICHIGAN 49440

The Architect is: C. Richard Borgeson Architect
 550 WEST WESTERN AVENUE
 Muskegon, MI 49440

The Owner and Contractor agrees as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract Drawings, Addenda issued prior to execution of this Agreement, and other documents listed in this Agreement and Modifications issued after execution of this agreement; these form the Contract, and are as fully a part of the Contract as fully as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiation, representations of agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 120 DAYS from the date of commencement

subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract shall be **ONE HUNDRED SIXTYEIGHT THOUSAND EIGHT HUNDRED SEVENTY FIVE Dollars (\$168,875.00)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **NONE**
Additions or deductions will be made due to the delay in time between the bid due date and construction start date.

ARTICLE 5 PAYMENTS**5.1 PROGRESS PAYMENTS**

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the Architect not later than the **FIRST** (1st) day of a month, the Owner shall make payment to the Contractor not later than the **TENTH** (10th) day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 10 days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portion of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Application for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of TEN percent (10%). Pending final determination of cost to the Owner of changes in the Work, amount not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of TEN percent (10%).

.3 Subtract the aggregate of previous payments made by the Owner

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ~~NINETY EIGHT (98%)~~ of the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows: ~~NONE~~

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for material or equipment which have not been delivered and stored at the site.

5.1 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

.1 the contractor has fully performed the Contract except for the Contractor's responsibility to correct Work to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents,

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
2 POINTS OVER PRIME AS DETERMINED BY THE CONTRACTORS BANK OF RECORD.

7.3 The Owner's representative is: Tom Kampinga
11434 1st Street
Montague, Michigan 49437

7.4 The Contractor's representative is: Scott Geerlings
Geerlings Development
8436 HOMESTED
Zeeland, Michigan 49464

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions: None

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 This document

8.1.2 The Drawings are as follows, Fishermans Landing and are dated June 21, 2004 and revised December 14, 2004

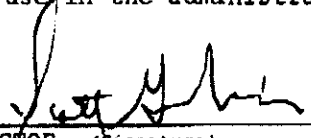
Number	Title
1	TITLE PAGE
2	FLOOR, FOUNDATION, PLUMBING PLAN
3	ROOF STRUCTURE, SCHEDULES, EXTERIOR ELEVATIONS
4	BUILDING SECTION & EXTERIOR ELEVATIONS
5	BUILDING SECTIONS
6	LIGHTING, POWER, MECHANICAL

prepared by C. Richard Borgeson Architect 550 W. Western Ave. Muskegon

8.1.3 The Addenda, if any, are as follows: NONE

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.


OWNER (Signature)


CONTRACTOR (Signature)


(Printed name and title)

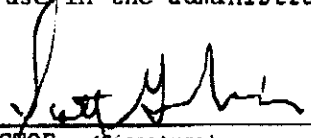

(Printed name and title)

EXHIBIT B
ASSIGNMENT OF CONTRACT

ASSIGNMENT OF CONTRACT

This Assignment effective as of March 22, 2005, by **Fisherman's Landing, Inc.**, a non-profit corporation, whose business address is 11434 First Street, Montague, Michigan ("Corporation") and the **City of Muskegon**, a Michigan municipal corporation, whose address is 933 Terrace, P.O. Box 536, Muskegon, Michigan (the "City") with reference to the following facts:

Background

- A. The City owns real property known as Fisherman's Landing and Campground.
- B. Corporation, in order to make capital improvements at Fisherman's Landing and Campground, entered into a contract with Scott Geerling Contractors of Zeeland, Michigan ("Geerling") for Geerling to make the improvements at Fisherman's Landing and Campground ("Construction Contract").
- C. The City agreed to pay for the cost of such improvements at Fisherman's Landing and Campground, subject to reimbursement by Corporation for the cost of the improvements.
- D. Corporation entered into a contract with the City in order that the City assume the obligations associated with the Construction Contract ("Development Contract").

Therefore, for good and valuable consideration, the parties agree as follows:

1. **Assignment.** Corporation assigns to the City all of its rights and obligations under the Construction Contract as they relate to making improvements at Fisherman's Landing and Campground.
2. **Consideration.** As consideration for the assignment of the Construction Contract, Corporation shall pay the City \$50,000 upon execution of the Development Contract, together with the unpaid balance of the Construction Contract paid to Geerling by the City for the cost of the improvements. The balance shall be reimbursed by Corporation by payments of \$10,000 on each and every January 1, commencing January 1, 2006, until the full amount, including interest at the rate of 7% per annum, is paid in full.
3. **Warranties.** Corporation warrants to the City that the Construction Contract is in effect; that Corporation has not assigned, pledged, transferred, or otherwise encumbered the Construction Contract or Corporation's rights or interests in that agreement. Corporation agrees that it will not, without written consent from the City, consent to any termination or modification of the Construction Contract.
4. **Governing Law.** This Assignment shall be interpreted and enforced pursuant to the laws of the State of Michigan.

The City hereby accepts this Assignment and agrees to complete all of Corporation's obligations under the Construction Contract.

Dated: 3-22, 2004⁵

FISHERMAN'S LANDING, INC.

By Thomas Kampenga
Thomas Kampenga

CITY OF MUSKEGON

By Stephen J. Warmington
Stephen J. Warmington, Mayor

Attest:

Gail A. Kunderger
Gail A. Kunderger MMC, City Clerk

ACKNOWLEDGMENT AND AGREEMENT TO THE ASSIGNMENT OF THE CONSTRUCTION CONTRACT

Scott Geerling ("Geerling") as the general contractor under the Construction Contract subject to this Assignment, acknowledges and consents to the preceding Assignment. Geerling confirms that the construction contract is in effect and that, as far as Geerling knows, no party to the construction contract is in default under that agreement.

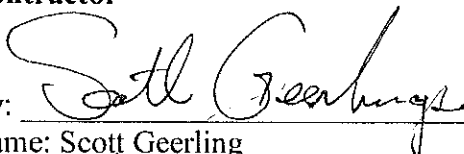
Geerling agrees that, after the date of this Assignment,

1. it shall not modify the construction contract without written consent from City; and
2. all notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) one day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iii) three days after posting in the United States Mail first-class, postage prepaid. Notices shall be sent to the parties as follows:

To City:	Name:	CITY OF MUSKEGON
	Address:	933 Terrace, P.O. Box 536
	Address:	Muskegon, MI 49443-0536
	Attn:	City Manager

To Contractor:	Name:	SCOTT GEERLING CONTRACTORS
	Address:	8436 Homestead
	Address:	Zeeland, Michigan 49464
	Attn:	Scott Geerling

Contractor -

By: 
Name: Scott Geerling
Title: President
Date: MAR 30, 2005

Date: March 22, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Clay Ave., Terrace to Spring

SUMMARY OF REQUEST:

Award the paving, using asphalt, and underground utility construction contract (H-1592, W-666 & S-601) for Clay Ave. between Terrace & Spring to Wadel Stabilization out of Hart, MI. Wadel was the lowest, see attached bid tabulation, responsible bidder with a bid price of \$364,887.60

FINANCIAL IMPACT:

The construction cost \$364,887.60 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to Wadel Stabilization

COMMITTEE RECOMMENDATION:

ASPHALT BID TABULATION 03/15/05

CONTRACTOR ADDRESS			ENGINEER'S ESTIMATE		WADEL STABILIZATION 2500 N. OCEANA DR.		SCHULTZ EXCAVATING 5565 6TH ST		GRANT TOWER EXCAVATING 13064 WISNER		JACKSON-MERKEY 555 E. WESTERN AVE.	
CITY/ST/ZIP			HART, MI 49420		LUDINGTON, MI 49431-0683		GRANT, MI 49327		MUSKEGON, MI 49441			
ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1 ADJUST CATCH BASIN CASTING	1.0	EACH	\$350.00	\$ 350.00	\$ 200.00	\$ 200.00	\$ 380.00	\$ 380.00	\$ 233.00	\$ 233.00	\$ 300.00	\$ 300.00
2 ADJUST MANHOLE CASTING	4.0	EACH	\$350.00	\$ 1,400.00	\$ 475.00	\$ 1,900.00	\$ 380.00	\$ 1,520.00	\$ 233.00	\$ 932.00	\$ 375.00	\$ 1,500.00
3 AGG. BASE COURSE 22A @ 8" C.I.P.	4235.0	S.YD.	\$7.00	\$ 29,645.00	\$ 4.75	\$ 20,116.25	\$ 6.00	\$ 25,410.00	\$ 5.00	\$ 21,175.00	\$ 5.90	\$ 24,986.50
4 BENDS 6" D.C.I. M.J. 45 DEG.	2.0	EACH	\$250.00	\$ 500.00	\$ 205.00	\$ 410.00	\$ 160.00	\$ 320.00	\$ 299.00	\$ 598.00	\$ 235.00	\$ 470.00
5 BENDS 8" D.C.I. M.J. 45 DEG.	6.0	EACH	\$300.00	\$ 1,800.00	\$ 250.00	\$ 1,500.00	\$ 215.00	\$ 1,290.00	\$ 368.00	\$ 2,208.00	\$ 275.00	\$ 1,650.00
6 BENDS 12" D.C.I. M.J. 45 DEG.	2.0	EACH	\$500.00	\$ 1,000.00	\$ 390.00	\$ 780.00	\$ 300.00	\$ 600.00	\$ 607.00	\$ 1,214.00	\$ -	\$ -
7 BITUMINOUS LEVELING MIX 3C @ 165#/S.Y.	395.0	TON	\$60.00	\$ 23,700.00	\$ 39.84	\$ 15,736.80	\$ 41.85	\$ 16,530.75	\$ 48.00	\$ 18,960.00	\$ 39.85	\$ 15,740.75
8 BITUMINOUS TOP MIX 4C @ 165#/S.Y.	395.0	TON	\$65.00	\$ 25,675.00	\$ 42.32	\$ 16,716.40	\$ 44.45	\$ 17,557.75	\$ 44.50	\$ 17,577.50	\$ 42.35	\$ 16,728.25
9 CAP 6" D.C.I. M.J.	1.0	EACH	\$150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 140.00	\$ 140.00	\$ 142.00	\$ 142.00	\$ 90.00	\$ 90.00
10 CATCH BASIN CASTING EAST JORDAN #7045 OR EQUAL	8.0	EACH	\$650.00	\$ 5,200.00	\$ 400.00	\$ 3,200.00	\$ 460.00	\$ 3,680.00	\$ 596.00	\$ 4,768.00	\$ 565.00	\$ 4,520.00
11 CATCH BASIN FLAT TOP	8.0	EACH	\$1,300.00	\$ 10,400.00	\$ 1,200.00	\$ 9,600.00	\$ 1,150.00	\$ 9,200.00	\$ 2,003.00	\$ 16,024.00	\$ 1,230.00	\$ 9,840.00
12 CONCRETE CURB & GUTTER F 4 MOD.	1860.0	L.FT.	\$10.00	\$ 18,600.00	\$ 10.70	\$ 19,902.00	\$ 7.75	\$ 14,415.00	\$ 7.80	\$ 14,508.00	\$ 8.40	\$ 15,624.00
13 CONCRETE APPROACH, 8", STANDARD	326.0	S.YD.	\$30.00	\$ 9,780.00	\$ 32.75	\$ 10,676.50	\$ 29.80	\$ 9,714.80	\$ 29.80	\$ 9,714.80	\$ 28.35	\$ 9,242.10
14 CONC. SIDEWALK 4"	2158.0	S.FT.	\$2.50	\$ 5,395.00	\$ 2.90	\$ 6,258.20	\$ 2.55	\$ 5,502.90	\$ 2.52	\$ 5,438.16	\$ 2.40	\$ 5,179.20
15 CONC. SIDEWALK 8"	321.0	S.FT.	\$4.00	\$ 1,284.00	\$ 3.65	\$ 1,171.65	\$ 3.35	\$ 1,075.35	\$ 3.31	\$ 1,062.51	\$ 3.15	\$ 1,011.15
16 CORP. STOP 1" MUELLER #15000 OR EQUAL	6.0	EACH	\$210.00	\$ 1,260.00	\$ 250.00	\$ 1,500.00	\$ 300.00	\$ 1,800.00	\$ 185.00	\$ 1,110.00	\$ 200.00	\$ 1,200.00
17 CROSS 12"x 8" D.C.I. M.J.	1.0	EACH	\$800.00	\$ 800.00	\$ 665.00	\$ 665.00	\$ 500.00	\$ 500.00	\$ 806.00	\$ 806.00	\$ 445.00	\$ 445.00
18 CURB STOP 1" MUELLER #15150 W/BOX OR EQUAL	6.0	EACH	\$200.00	\$ 1,200.00	\$ 250.00	\$ 1,500.00	\$ 300.00	\$ 1,800.00	\$ 163.00	\$ 978.00	\$ 220.00	\$ 1,320.00
19 CURB STOP 2" FORD #B44-777M W/BOX OR EQUAL	4.0	EACH	\$400.00	\$ 1,600.00	\$ 500.00	\$ 2,000.00	\$ 300.00	\$ 1,200.00	\$ 342.00	\$ 1,368.00	\$ 380.00	\$ 1,520.00
20 GEOTEXTILE STABILIZATION	4680.0	S.YD.	\$3.00	\$ 14,040.00	\$ 1.65	\$ 7,722.00	\$ 1.60	\$ 7,488.00	\$ 1.02	\$ 4,773.60	\$ 1.60	\$ 7,488.00
21 HYDRANT STD.	3.0	EACH	\$1,550.00	\$ 4,650.00	\$ 1,500.00	\$ 4,500.00	\$ 2,000.00	\$ 6,000.00	\$ 1,656.00	\$ 4,968.00	\$ 12.95	\$ 38.85
22 MACHINE GRADING MOD.	9.1	STA.	\$1,000.00	\$ 9,100.00	\$ 2,500.00	\$ 22,750.00	\$ 2,200.00	\$ 20,020.00	\$ 975.00	\$ 8,872.50	\$ 1,865.00	\$ 16,971.50
23 MAN HOLE CASTING, E.J. #1000 OR EQ.	12.0	EACH	\$500.00	\$ 6,000.00	\$ 600.00	\$ 7,200.00	\$ 350.00	\$ 4,200.00	\$ 533.00	\$ 6,396.00	\$ 460.00	\$ 5,520.00
24 MAN HOLE STD. 4' I.D. 0' TO 10' DEEP	8.0	EACH	\$2,000.00	\$ 16,000.00	\$ 1,300.00	\$ 10,400.00	\$ 1,600.00	\$ 12,800.00	\$ 1,847.00	\$ 14,776.00	\$ 1,620.00	\$ 12,960.00
25 REDUCER 8" TO 6" D.C.I. M.J.	3.0	EACH	\$200.00	\$ 600.00	\$ 215.00	\$ 645.00	\$ 250.00	\$ 750.00	\$ 308.00	\$ 924.00	\$ 160.00	\$ 480.00
26 REDUCER 12" TO 6" D.C.I. M.J.	1.0	EACH	\$300.00	\$ 300.00	\$ 285.00	\$ 285.00	\$ 360.00	\$ 360.00	\$ 505.00	\$ 505.00	\$ 210.00	\$ 210.00
27 REMOVING CATCH BASIN	8.0	EACH	\$400.00	\$ 3,200.00	\$ 250.00	\$ 2,000.00	\$ 350.00	\$ 2,800.00	\$ 315.00	\$ 2,520.00	\$ 410.00	\$ 3,280.00
28 REMOVING CONC. DRIVE APPROACH	199.0	S.YD.	\$15.00	\$ 2,985.00	\$ 6.00	\$ 1,194.00	\$ 6.60	\$ 1,313.40	\$ 3.60	\$ 716.40	\$ 8.00	\$ 1,592.00
29 REMOVING CONCRETE SIDEWALK	7041.0	S FT	\$1.00	\$ 7,041.00	\$ 0.50	\$ 3,520.50	\$ 0.60	\$ 4,224.60	\$ 0.95	\$ 6,688.95	\$ 0.85	\$ 5,984.85
30 REMOVING MANHOLE	12	EACH	\$600.00	\$ 7,200.00	\$ 250.00	\$ 3,000.00	\$ 350.00	\$ 4,200.00	\$ 322.00	\$ 3,864.00	\$ 450.00	\$ 5,400.00
31 REMOVING PAVEMENT	5105.0	S.YD.	\$10.00	\$ 51,050.00	\$ 5.50	\$ 28,077.50	\$ 7.00	\$ 35,735.00	\$ 6.13	\$ 31,293.65	\$ 4.35	\$ 22,206.75
32 SAND REFILL	1500.0	C.YD.	\$9.00	\$ 13,500.00	\$ 7.50	\$ 11,250.00	\$ 7.75	\$ 11,625.00	\$ 6.58	\$ 9,870.00	\$ 8.40	\$ 12,600.00
33 SANITARY SEWER SERVICE 6" SDR 35	117.0	L FT	\$25.00	\$ 2,925.00	\$ 22.00	\$ 2,574.00	\$ 32.00	\$ 3,744.00	\$ 42.25	\$ 4,943.25	\$ 28.00	\$ 3,276.00
34 SANITARY SEWER 12" SDR 35	43.0	L FT	\$35.00	\$ 1,505.00	\$ 25.50	\$ 1,096.50	\$ 44.00	\$ 1,892.00	\$ 56.00	\$ 2,408.00	\$ 36.00	\$ 1,548.00
35 SANITARY SEWER 18" SDR 35	557.0	L FT	\$45.00	\$ 25,065.00	\$ 36.90	\$ 20,553.30	\$ 38.00	\$ 21,166.00	\$ 77.20	\$ 43,000.40	\$ 65.50	\$ 36,483.50
36 SANITARY SEWER WYE 18"x 6" SDR 35	4.0	EACH	\$350.00	\$ 1,400.00	\$ 550.00	\$ 2,200.00	\$ 500.00	\$ 2,000.00	\$ 462.25	\$ 1,849.00	\$ 390.00	\$ 1,560.00
37 SLEEVE LONG 6" D.C.I. M.J.	4.0	EACH	\$300.00	\$ 1,200.00	\$ 800.00	\$ 3,200.00	\$ 275.00	\$ 1,100.00	\$ 688.25	\$ 2,753.00	\$ 320.00	\$ 1,280.00
38 SLEEVE LONG 12" D.C.I. M.J.	2.0	EACH	\$400.00	\$ 800.00	\$ 1,000.00	\$ 2,000.00	\$ 450.00	\$ 900.00	\$ 954.00	\$ 1,908.00	\$ 440.00	\$ 880.00
39 STORM SEWER 6" S.D.R 35	27.0	L FT	\$15.00	\$ 405.00	\$ 32.00	\$ 864.00	\$ 23.50	\$ 634.50	\$ 41.57	\$ 1,122.39	\$ 17.00	\$ 459.00
40 STORM SEWER 10" S.D.R 35	150.0	L FT	\$20.00	\$ 3,000.00	\$ 36.00	\$ 5,400.00	\$ 25.50	\$ 3,825.00	\$ 45.30	\$ 6,795.00	\$ 19.00	\$ 2,850.00
41 STORM SEWER 12" S.D.R 35	95.0	L FT	\$25.00	\$ 2,375.00	\$ 38.00	\$ 3,610.00	\$ 30.00	\$ 2,850.00	\$ 48.30	\$ 4,588.50	\$ 22.00	\$ 2,090.00
42 STORM SEWER 12" C 76 CLV	473.0	L FT	\$25.00	\$ 11,825.00	\$ 28.00	\$ 13,244.00	\$ 26.50	\$ 12,534.50	\$ 48.00	\$ 22,704.00	\$ 26.00	\$ 12,298.00
43 TAPPING SLEEVE & VALVE 16"x 12" W / BOX	3.0	EACH	\$4,500.00	\$ 13,500.00	\$ 3,900.00	\$ 11,700.00	\$ 1,800.00	\$ 5,400.00	\$ 3,746.00	\$ 11,238.00	\$ 3,885.00	\$ 11,655.00
44 TEE 12"x 12"x 6" D.C.I. M.J.	3.0	EACH	\$600.00	\$ 1,800.00	\$ 505.00	\$ 1,515.00	\$ 500.00	\$ 1,500.00	\$ 574.00	\$ 1,722.00	\$ 425.00	\$ 1,275.00
45 TEE 12"x 12"x 8" D.C.I. M.J.	1.0	EACH	\$650.00	\$ 650.00	\$ 510.00	\$ 510.00	\$ 500.00	\$ 500.00	\$ 598.00	\$ 598.00	\$ 445.00	\$ 445.00
46 TERRACE GRADING	857.0	L FT	\$10.00	\$ 8,570.00	\$ 3.50	\$ 2,999.50	\$ 5.00	\$ 4,285.00	\$ 7.60	\$ 6,513.20	\$ 3.75	\$ 3,213.75
47 TRAFFIC CONTROL	1.0	LUMP	\$5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 13,500.00	\$ 13,500.00	\$ 22,464.00	\$ 22,464.00	\$ 19,475.00	\$ 19,475.00
48 TRENCH REPAIR MAJOR STREET TYPE III	156.0	LFT	\$65.00	\$ 10,140.00	\$ 61.00	\$ 9,516.00	\$ 90.00	\$ 14,040.00	\$ 85.40	\$ 13,322.40	\$ 59.00	\$ 9,204.00
49 VALVE GATE 6" M.J. W / BOX	3.0	EACH	\$550.00	\$ 1,650.00	\$ 750.00	\$ 2,250.00	\$ 600.00	\$ 1,800.00	\$ 576.00	\$ 1,728.00	\$ 610.00	\$ 1,830.00
50 VALVE GATE 8" M.J. W / BOX	3.0	EACH	\$650.00	\$ 1,950.00	\$ 950.00	\$ 2,850.00	\$ 775.00	\$ 2,325.00	\$ 718.40	\$ 2,155.20	\$ 745.00	\$ 2,235.00
51 VALVE GATE 12" M.J. W / BOX	1.0	EACH	\$950.00	\$ 950.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,293.00	\$ 1,293.00	\$ 1,260.00	\$ 1,260.00
52 WATERMAIN 6" D.C.I. CL52	122.0	L.FT.	\$25.00	\$ 3,050.00	\$ 40.00	\$ 4,880.00	\$ 43.50	\$ 5,307.00	\$ 35.41	\$ 4,320.02	\$ 39.00	\$ 4,758.00
53 WATERMAIN 8" D.C.I. CL52	127.0	L.FT.	\$35.00	\$ 4,445.00	\$ 45.00	\$ 5,715.00	\$ 37.50	\$ 4,762.50	\$ 35.65	\$ 4,527.55	\$ 43.00	\$ 5,461.00
54 WATERMAIN 12" D.C.I. CL52	997.0	L.FT.	\$45.00	\$ 44,865.00	\$ 37.50	\$ 37,387.50	\$ 39.00	\$ 38,883.00	\$ 43.63	\$ 43,499.11	\$ 51.50	\$ 51,345.50
55 WATER SERVICE TAP 2" PER DETAIL	4.0	EACH	\$400.00	\$ 1,600.00	\$ 500.00	\$ 2,000.00	\$ 280.00	\$ 1,120.00	\$ 351.00	\$ 1,404.00	\$ 510.00	\$ 2,040.00
56 WATER SERVICE 1" TYPE "K" COPPER	224.0	L.FT.	\$20.00	\$ 4,480.00	\$ 4.50	\$ 1,008.00	\$ 15.00	\$ 3,360.00	\$ 9.40	\$ 2,105.60	\$ 15.50	\$ 3,472.00
57 WATER SERVICE 2" TYPE "K" COPPER	142.0	L.FT.	\$30.00	\$ 4,260.00	\$ 14.00	\$ 1,988.00	\$ 24.00	\$ 3,408.00	\$ 16.65	\$ 2,364.30	\$ 22.00	\$ 3,124.00
TOTAL				\$ 432,815.00		\$ 364,887.60		\$ 376,339.05		\$ 426,310.99		\$ 389,616.65

CONCRETE BID TABULATION 03/15/05

CONTRACTOR ADDRESS						WADEL STABILIZATION 2500 N. OCEANA DR.		SCHULTZ EXCAVATING 5565 6TH ST		GRANT TOWER EXCAVATING 13064 WISNER		JACKSON-MERKEY 555 E. WESTERN AVE.	
CITY/ST/ZIP				ENGINEER'S ESTIMATE		HART, MI 49420		LUDINGTON, MI 49431-0683		GRANT, MI 49327		MUSKEGON, MI 49441	
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	ADJUST CATCH BASIN CASTING	1.0	EACH	\$350.00	\$ 350.00	\$ 200.00	\$ 200.00	\$ 380.00	\$ 380.00	\$ 233.00	\$ 233.00	\$ 300.00	\$ 300.00
2	ADJUST MANHOLE CASTING	4.0	EACH	\$350.00	\$ 1,400.00	\$ 475.00	\$ 1,900.00	\$ 380.00	\$ 1,520.00	\$ 233.00	\$ 932.00	\$ 375.00	\$ 1,500.00
3	AGG. BASE COURSE 22A @ 4" C.I.P.	4680.0	S.YD.	\$5.00	\$ 23,400.00	\$ 3.15	\$ 14,742.00	\$ 3.00	\$ 14,040.00	\$ 3.35	\$ 15,678.00	\$ 5.15	\$ 24,102.00
4	BENDS 6" D.C.I. M.J. 45 DEG.	2.0	EACH	\$250.00	\$ 500.00	\$ 205.00	\$ 410.00	\$ 160.00	\$ 320.00	\$ 299.00	\$ 598.00	\$ 235.00	\$ 470.00
5	BENDS 8" D.C.I. M.J. 45 DEG.	6.0	EACH	\$300.00	\$ 1,800.00	\$ 250.00	\$ 1,500.00	\$ 215.00	\$ 1,290.00	\$ 368.00	\$ 2,208.00	\$ 275.00	\$ 1,650.00
6	BENDS 12" D.C.I. M.J. 45 DEG.	2.0	EACH	\$500.00	\$ 1,000.00	\$ 390.00	\$ 780.00	\$ 300.00	\$ 600.00	\$ 607.00	\$ 1,214.00	\$ -	\$ -
7	CAP 6" D.C.I. M.J.	1.0	EACH	\$150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 140.00	\$ 140.00	\$ 142.00	\$ 142.00	\$ 90.00	\$ 90.00
8	CATCH BASIN CASTING EAST JORDAN #7045 OR EQUAL	8.0	EACH	\$650.00	\$ 5,200.00	\$ 400.00	\$ 3,200.00	\$ 460.00	\$ 3,680.00	\$ 596.00	\$ 4,768.00	\$ 565.00	\$ 4,520.00
9	CATCH BASIN FLAT TOP	8.0	EACH	\$1,300.00	\$ 10,400.00	\$ 1,150.00	\$ 9,200.00	\$ 1,150.00	\$ 9,200.00	\$ 2,003.00	\$ 16,024.00	\$ 1,230.00	\$ 9,840.00
10	CONCRETE APPROACH, 8" STANDARD	326.0	S.YD.	\$30.00	\$ 9,780.00	\$ 32.75	\$ 10,676.50	\$ 29.80	\$ 9,714.80	\$ 29.80	\$ 9,714.80	\$ 28.35	\$ 9,242.10
11	CONC. PAVEMENT 8" NON REINFORCED W/INTEGRAL CURB	4680.0	S.YD.	\$40.00	\$ 187,200.00	\$ 32.00	\$ 149,760.00	\$ 25.50	\$ 119,340.00	\$ 26.00	\$ 121,680.00	\$ 25.30	\$ 118,404.00
12	CONC. SIDEWALK 4"	2158.0	S.F.T.	\$2.50	\$ 5,395.00	\$ 2.90	\$ 6,258.20	\$ 2.55	\$ 5,502.90	\$ 2.52	\$ 5,438.16	\$ 2.40	\$ 5,179.20
13	CONC. SIDEWALK 8"	321.0	S.F.T.	\$4.00	\$ 1,284.00	\$ 3.65	\$ 1,171.65	\$ 3.35	\$ 1,075.35	\$ 3.31	\$ 1,062.51	\$ 3.15	\$ 1,011.15
14	CORP. STOP 1" MUELLER #15000 OR EQUAL	6.0	EACH	\$210.00	\$ 1,260.00	\$ 250.00	\$ 1,500.00	\$ 300.00	\$ 1,800.00	\$ 185.00	\$ 1,110.00	\$ 200.00	\$ 1,200.00
15	CROSS 12"x 8" D.C.I. M.J.	1.0	EACH	\$800.00	\$ 800.00	\$ 665.00	\$ 665.00	\$ 500.00	\$ 500.00	\$ 806.00	\$ 806.00	\$ 445.00	\$ 445.00
16	CURB STOP 1" MUELLER #15150 W/BOX OR EQUAL	6.0	EACH	\$200.00	\$ 1,200.00	\$ 250.00	\$ 1,500.00	\$ 300.00	\$ 1,800.00	\$ 163.00	\$ 978.00	\$ 220.00	\$ 1,320.00
17	CURB STOP 2" FORD #B44-777M W/BOX OR EQUAL	4.0	EACH	\$400.00	\$ 1,600.00	\$ 500.00	\$ 2,000.00	\$ 300.00	\$ 1,200.00	\$ 342.00	\$ 1,368.00	\$ 380.00	\$ 1,520.00
18	GEOTEXTILE STABILIZATION	4680.0	S.YD.	\$3.00	\$ 14,040.00	\$ 1.65	\$ 7,722.00	\$ 1.60	\$ 7,488.00	\$ 1.02	\$ 4,773.60	\$ 1.60	\$ 7,488.00
19	HYDRANT STD.	3.0	EACH	\$1,550.00	\$ 4,650.00	\$ 1,500.00	\$ 4,500.00	\$ 2,000.00	\$ 6,000.00	\$ 1,656.00	\$ 4,968.00	\$ 1,295.00	\$ 3,885.00
20	MACHINE GRADING MOD.	9.1	STA.	\$1,000.00	\$ 9,100.00	\$ 2,200.00	\$ 20,020.00	\$ 2,200.00	\$ 20,020.00	\$ 975.00	\$ 8,872.50	\$ 1,865.00	\$ 16,971.50
21	MAN HOLE CASTING, E.J. #1000 OR EQ.	12.0	EACH	\$500.00	\$ 6,000.00	\$ 600.00	\$ 7,200.00	\$ 350.00	\$ 4,200.00	\$ 533.00	\$ 6,396.00	\$ 460.00	\$ 5,520.00
22	MAN HOLE STD. 4' I.D. 0' TO 10' DEEP	8.0	EACH	\$2,000.00	\$ 16,000.00	\$ 1,250.00	\$ 10,000.00	\$ 1,600.00	\$ 12,800.00	\$ 1,847.00	\$ 14,776.00	\$ 1,620.00	\$ 12,960.00
23	REDUCER 8" TO 6" D.C.I. M.J.	3.0	EACH	\$200.00	\$ 600.00	\$ 215.00	\$ 645.00	\$ 250.00	\$ 750.00	\$ 308.00	\$ 924.00	\$ 160.00	\$ 480.00
24	REDUCER 12" TO 6" D.C.I. M.J.	1.0	EACH	\$300.00	\$ 300.00	\$ 285.00	\$ 285.00	\$ 360.00	\$ 360.00	\$ 505.00	\$ 505.00	\$ 210.00	\$ 210.00
25	REMOVING CATCH BASIN	8.0	EACH	\$400.00	\$ 3,200.00	\$ 250.00	\$ 2,000.00	\$ 350.00	\$ 2,800.00	\$ 315.00	\$ 2,520.00	\$ 410.00	\$ 3,280.00
26	REMOVING CONC. DRIVE APPROACH	199.0	S.YD.	\$15.00	\$ 2,985.00	\$ 6.00	\$ 1,194.00	\$ 6.60	\$ 1,313.40	\$ 3.60	\$ 716.40	\$ 8.00	\$ 1,592.00
27	REMOVING CONCRETE SIDEWALK	7041.0	S.F.T.	\$1.00	\$ 7,041.00	\$ 0.50	\$ 3,520.50	\$ 0.60	\$ 4,224.60	\$ 0.95	\$ 6,688.95	\$ 0.85	\$ 5,984.85
28	REMOVING MANHOLE	12	EACH	\$600.00	\$ 7,200.00	\$ 250.00	\$ 3,000.00	\$ 350.00	\$ 4,200.00	\$ 322.00	\$ 3,864.00	\$ 450.00	\$ 5,400.00
29	REMOVING PAVEMENT	5105.0	S.YD.	\$10.00	\$ 51,050.00	\$ 5.50	\$ 28,077.50	\$ 7.00	\$ 35,735.00	\$ 6.13	\$ 31,293.65	\$ 4.35	\$ 22,206.75
30	SAND REFILL	1500.0	C.YD.	\$9.00	\$ 13,500.00	\$ 7.50	\$ 11,250.00	\$ 7.75	\$ 11,625.00	\$ 6.58	\$ 9,870.00	\$ 8.40	\$ 12,600.00
31	SANITARY SEWER SERVICE 6" SDR 35	117.0	L.F.T.	\$25.00	\$ 2,925.00	\$ 22.00	\$ 2,574.00	\$ 32.00	\$ 3,744.00	\$ 42.25	\$ 4,943.25	\$ 28.00	\$ 3,276.00
32	SANITARY SEWER 12" SDR 35	43.0	L.F.T.	\$35.00	\$ 1,505.00	\$ 25.50	\$ 1,096.50	\$ 44.00	\$ 1,892.00	\$ 56.00	\$ 2,408.00	\$ 36.00	\$ 1,548.00
33	SANITARY SEWER 18" SDR 35	557.0	L.F.T.	\$45.00	\$ 25,065.00	\$ 36.90	\$ 20,553.30	\$ 38.00	\$ 21,166.00	\$ 77.20	\$ 43,000.40	\$ 65.50	\$ 36,483.50
34	SANITARY SEWER WYE 18"x 6" SDR 35	4.0	EACH	\$350.00	\$ 1,400.00	\$ 550.00	\$ 2,200.00	\$ 500.00	\$ 2,000.00	\$ 462.25	\$ 1,849.00	\$ 390.00	\$ 1,560.00
35	SLEEVE LONG 6" D.C.I. M.J.	4.0	EACH	\$300.00	\$ 1,200.00	\$ 800.00	\$ 3,200.00	\$ 275.00	\$ 1,100.00	\$ 688.25	\$ 2,753.00	\$ 320.00	\$ 1,280.00
36	SLEEVE LONG 12" D.C.I. M.J.	2.0	EACH	\$400.00	\$ 800.00	\$ 1,000.00	\$ 2,000.00	\$ 450.00	\$ 900.00	\$ 954.00	\$ 1,908.00	\$ 440.00	\$ 880.00
37	STORM SEWER 6" S.D.R 35	27.0	L.F.T.	\$15.00	\$ 405.00	\$ 32.00	\$ 864.00	\$ 23.50	\$ 634.50	\$ 41.57	\$ 1,122.39	\$ 17.00	\$ 459.00
38	STORM SEWER 10" S.D.R 35	150.0	L.F.T.	\$20.00	\$ 3,000.00	\$ 36.00	\$ 5,400.00	\$ 25.50	\$ 3,825.00	\$ 45.30	\$ 6,795.00	\$ 19.00	\$ 2,850.00
39	STORM SEWER 12" S.D.R 35	95.0	L.F.T.	\$25.00	\$ 2,375.00	\$ 38.00	\$ 3,610.00	\$ 30.00	\$ 2,850.00	\$ 48.30	\$ 4,588.50	\$ 22.00	\$ 2,090.00
40	STORM SEWER 12" C 76 CLV	473.0	L.F.T.	\$25.00	\$ 11,825.00	\$ 28.00	\$ 13,244.00	\$ 26.50	\$ 12,534.50	\$ 48.00	\$ 22,704.00	\$ 26.00	\$ 12,298.00
41	TAPPING SLEEVE & VALVE 16"x 12" W/ BOX	3.0	EACH	\$4,500.00	\$ 13,500.00	\$ 3,900.00	\$ 11,700.00	\$ 1,800.00	\$ 5,400.00	\$ 3,746.00	\$ 11,238.00	\$ 3,885.00	\$ 11,655.00
42	TEE 12"x 12"x 6" D.C.I. M.J.	3.0	EACH	\$600.00	\$ 1,800.00	\$ 505.00	\$ 1,515.00	\$ 500.00	\$ 1,500.00	\$ 574.00	\$ 1,722.00	\$ 425.00	\$ 1,275.00
43	TEE 12"x 12"x 8" D.C.I. M.J.	1.0	EACH	\$650.00	\$ 650.00	\$ 510.00	\$ 510.00	\$ 500.00	\$ 500.00	\$ 598.00	\$ 598.00	\$ 445.00	\$ 445.00
44	TERRACE GRADING	857.0	L.F.T.	\$10.00	\$ 8,570.00	\$ 3.50	\$ 2,999.50	\$ 5.00	\$ 4,285.00	\$ 7.60	\$ 6,513.20	\$ 3.75	\$ 3,213.75
45	TRAFFIC CONTROL	1.0	LUMP	\$5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 13,500.00	\$ 13,500.00	\$ 23,325.00	\$ 23,325.00	\$ 19,475.00	\$ 19,475.00
46	TRENCH REPAIR MAJOR STREET TYPE III	156.0	L.F.T.	\$65.00	\$ 10,140.00	\$ 85.00	\$ 13,260.00	\$ 90.00	\$ 14,040.00	\$ 85.40	\$ 13,322.40	\$ 59.00	\$ 9,204.00
47	VALVE GATE 6" M.J. W/ BOX	3.0	EACH	\$550.00	\$ 1,650.00	\$ 750.00	\$ 2,250.00	\$ 600.00	\$ 1,800.00	\$ 576.00	\$ 1,728.00	\$ 610.00	\$ 1,830.00
48	VALVE GATE 8" M.J. W/ BOX	3.0	EACH	\$650.00	\$ 1,950.00	\$ 950.00	\$ 2,850.00	\$ 775.00	\$ 2,325.00	\$ 718.40	\$ 2,155.20	\$ 745.00	\$ 2,235.00
49	VALVE GATE 12" M.J. W/ BOX	1.0	EACH	\$950.00	\$ 950.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,293.00	\$ 1,293.00	\$ 1,260.00	\$ 1,260.00
50	WATERMAIN 6" D.C.I. CL52	122.0	L.F.T.	\$25.00	\$ 3,050.00	\$ 40.00	\$ 4,880.00	\$ 43.50	\$ 5,307.00	\$ 35.41	\$ 4,320.02	\$ 39.00	\$ 4,758.00
51	WATERMAIN 8" D.C.I. CL52	127.0	L.F.T.	\$35.00	\$ 4,445.00	\$ 45.00	\$ 5,715.00	\$ 37.50	\$ 4,762.50	\$ 35.65	\$ 4,527.55	\$ 43.00	\$ 5,461.00
52	WATERMAIN 12" D.C.I. CL52	997.0	L.F.T.	\$45.00	\$ 44,865.00	\$ 37.50	\$ 37,387.50	\$ 39.00	\$ 38,883.00	\$ 43.63	\$ 43,499.11	\$ 51.50	\$ 51,345.50
53	WATER SERVICE TAP 2" PER DETAIL	4.0	EACH	\$400.00	\$ 1,600.00	\$ 500.00	\$ 2,000.00	\$ 280.00	\$ 1,120.00	\$ 351.00	\$ 1,404.00	\$ 510.00	\$ 2,040.00
54	WATER SERVICE 1" TYPE "K" COPPER	224.0	L.F.T.	\$20.00	\$ 4,480.00	\$ 4.50	\$ 1,008.00	\$ 15.00	\$ 3,360.00	\$ 9.40	\$ 2,105.60	\$ 15.50	\$ 3,472.00
55	WATER SERVICE 2" TYPE "K" COPPER	142.0	L.F.T.	\$30.00	\$ 4,260.00	\$ 14.00	\$ 1,988.00	\$ 24.00	\$ 3,408.00	\$ 16.65	\$ 2,364.30	\$ 22.00	\$ 3,124.00
TOTAL					\$ 545,795.00		\$ 457,132.15		\$ 435,805.55		\$ 492,309.49		\$ 462,889.30

CITY COMMISSION MEETING
Tuesday March 22, 2005

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: March 17, 2005

SUBJECT: 2005 Fire Act Grant

SUMMARY OF REQUEST:

The Director of Public Safety requests the Commission's authorization to apply for a 2005 Fire Act Grant (Federal). The amount that will be requested is \$55,000. The funds will be used to purchase turnout gear, helmets and boots. We would also purchase cold water rescue suits. We have previously applied for, and been awarded, three grants under this program. The city is responsible for a 10% match (\$5500).

FINANCIAL IMPACT:

The funds for the match would come from the Fire Department equipment fund.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of this request.

DATE: March 10, 2005
TO: Honorable Mayor and Commissioners
FROM: Anthony L. Kleibecker, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-03-72 Address: 1907 Hoyt Street.

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 **1907 Hoyt** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-03-72 – 1907 Hoyt

Location and ownership: This structure is located on Hoyt between Holbrook and Keating and is owned by Scott Smith.

Staff Correspondence: This case began 06/13/03 because of the house being vacant, open and large amount of trash & debris left. A police report dated 05/20/03 was issued answering complaint from neighbor because home was left open and in a state of disrepair inside. A dangerous building inspection was conducted on 06/13/03 and an interior inspection conducted 07/09/03 the notice and order to repair was issued on 08/22/03. On 10/02/03 the HBA tabled the case to allow owner time to obtain permits and complete required repairs. The HBA declared the structure substandard and dangerous on 12/02/04.

Owner Contact: The owner was present for the HBA meeting in October of 2003 stating he planned on doing repairs but had just buried his son. There has been no permits pulled or owner contact since that time. Brian Sokol representing Huntington Bank requested copies of inspection reports in December of 2004.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$33,800

Estimated cost to repair: \$30,000

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, March 22, 2005.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

1907 Hoyt

6/13/03

Inspection noted:

1. An interior inspection with building, plumbing, mechanical, and electrical inspectors is required.
2. Broken windows on house and garage.
3. Garage roof is rotted.
4. Northeast corner of garage is rotted.
5. Garage is unserved.
6. Roof on house needs to be replaced.
7. Rain gutters are rotted and falling off building.
8. All work requires construction permits. These permits must be obtained prior to work beginning.

Please contact Inspection Services with any questions at 231-724-6715.

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 4-23 OF THE MUSKEGON CITY CODE.

DONALD LABRENZ, BUILDING OFFICIAL

DATE



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DSC00049.JPG

1907 Hoyt



DSC00050.JPG



DSC00051.JPG



DSC00052.JPG



DSC00053.JPG

1907 Hoyt

DATE: March 10, 2005
TO: Honorable Mayor and Commissioners
FROM: Anthony L. Kleibecker, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-040055 Address: 1142 Washington.

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 **1142 Washington - Area 12** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-040055 – 1142 Washington

Location and ownership: This structure is located on Washington between Barclay St. and Davis St. and is owned by Bank One Assoc, 9350 Waxie Way, San Diego, CA 92123.

Staff Correspondence: A dangerous building inspection was conducted on 05/12/04 and the notice and order to repair was issued on 05/12/04. On 08/05/04 the HBA declared the structure substandard and dangerous.

Owner Contact: No one was present to represent this case for the HBA meeting. The only contact from the owner was after the first notice was issued. She called to state she is being foreclosed on. She has moved out and left no forwarding address with the Inspection Department.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$30,900

Estimated cost to repair: \$25,000 Exterior Only

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, March 22, 2004.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

1142 Washington

5/12/04

Inspection noted:

1. Roof covering on home needs to be replaced. Sheathing and rafter investigation required when roof covering is stripped.
2. Missing, rotted siding on home; replace missing siding – scrape and paint entire exterior siding, fascia, soffit, window frames.
3. Back porch entry of structure is failing – falling away from foundation – must be replaced to code.
4. Remove all non-compliant awnings, stairs, OSB and replace to code.
5. Repair or replace all foundation damage to meet code.
6. Remove rear yard shed – severe structural damage and collapsing.
7. Repair – replace all interior wall, floor and ceiling damaged in each apartment.
8. Smoke alarms required per code – hard wired interconnected.
9. Provide egress windows in bedrooms.
10. Interior inspection with building, plumbing, mechanical, and electrical inspectors required.
11. All work requires construction permits. These permits must be obtained prior to work beginning.

Please contact Inspection Services with any questions at 231-724-6715.

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

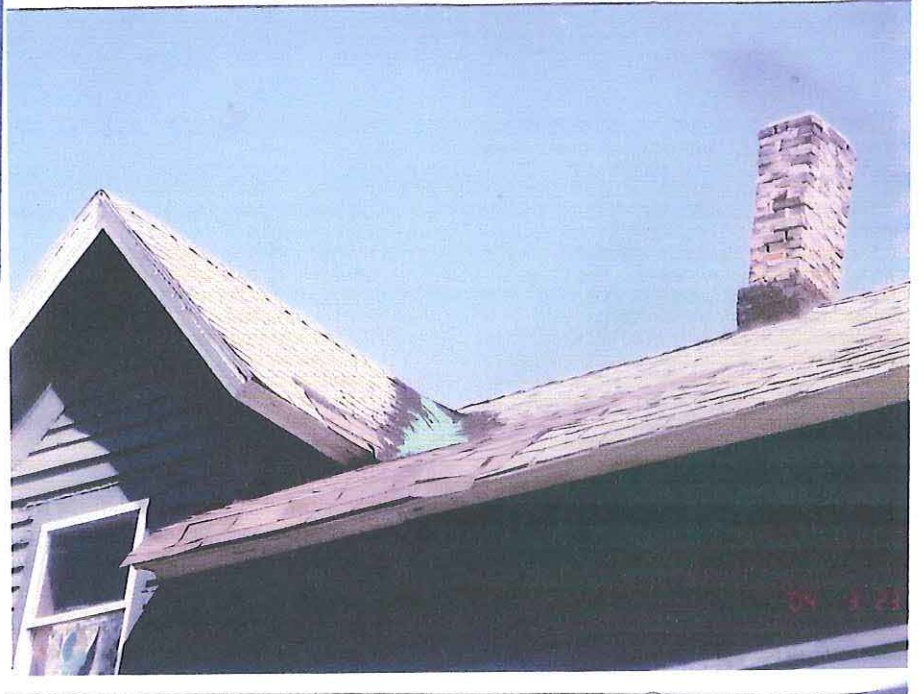
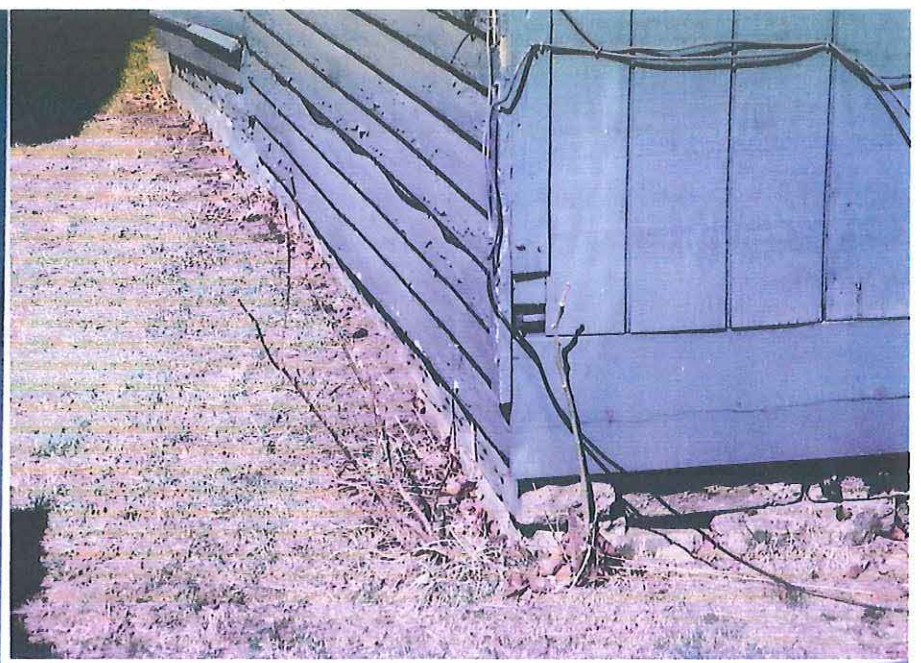
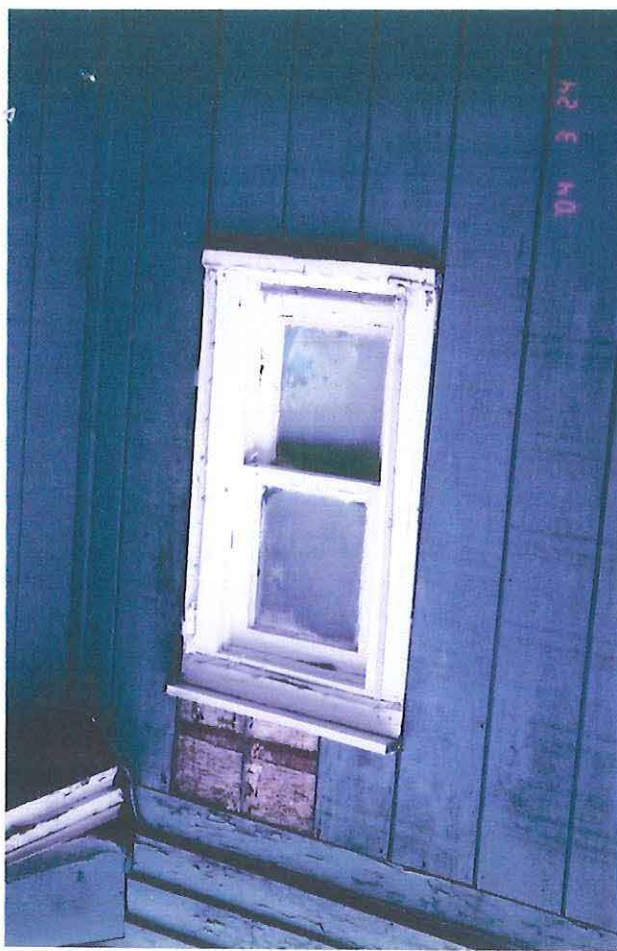


2/12/2004

4-unit Apartment House,
1142 Washington.

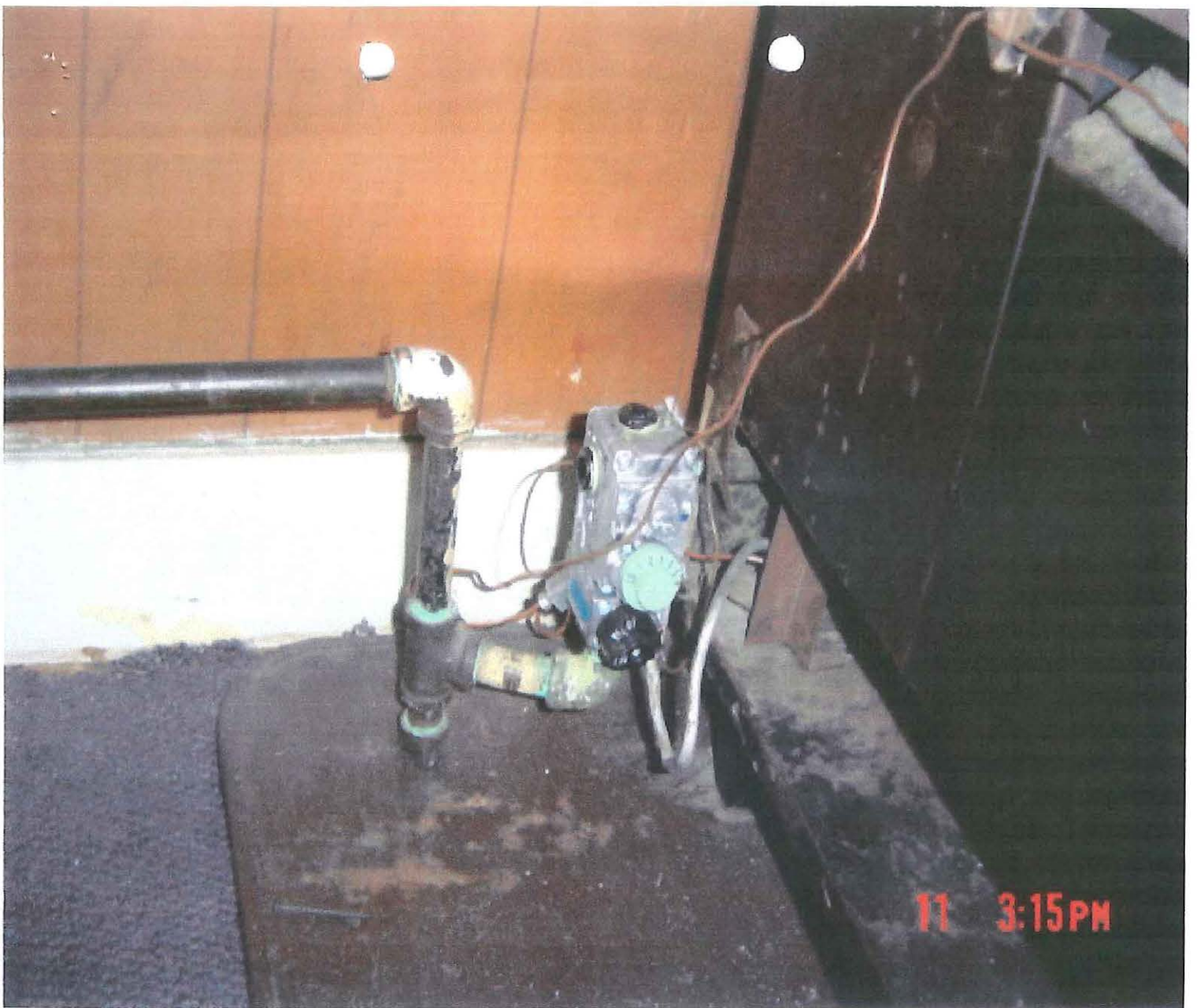


1142 Washington



1142 Washington





1142 Washington

DATE: March 10, 2005
TO: Honorable Mayor and Commissioners
FROM: Anthony L. Kleibecker, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-040072: 1694 Pine

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 **1694 Pine** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-040072 – 1694 Pine

Location and ownership: This structure is located on Pine between Dale and Larch and is owned by Joel Ramos.

Staff Correspondence: This case began as a rental complaint because of a collapsed ceiling. A dangerous building inspection was conducted 06/30/04. Notice and Order was sent 07/23/04. The case came before the HBA 09/02/04 and was declared dangerous, substandard and a public nuisance.

Owner Contact: The owner wrote a letter to the Inspection Department dated 09/01/04 stating that he had just purchased the home and due to financial strain was not able to repair it. He asked for six months to make necessary improvements. An electrical permit was pulled in 02/03/03 but no inspection was scheduled. No other permits have been pulled or inspections scheduled and no further contact with owner since that time.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$16,500

Estimated cost to repair: \$30,000

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, March 22, 2005.







DATE: March 10, 2005
TO: Honorable Mayor and Commissioners
FROM: Anthony L. Kleibecker, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-040068 Address: 1756 Ray - Garage.

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 **1756 Ray - 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: # EN-040068 – 1756 Ray - Garage

Location and ownership: This structure is located on Ray between E. Laketon Ave and E. Larch Ave and is owned by Samuel/Debra McClure.

Staff Correspondence: A dangerous building inspection was conducted on 07/22/04 and the notice and order to repair was issued on 07/23/04. On 09/02/04 the HBA declared the structure substandard and dangerous.

Owner Contact: There has been no owner contact, no permits issued and no inspections scheduled.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$15,900 (Entire Building)

Estimated cost to repair: \$2,500.00 *Exterior Only -Garage

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, March 22, 2004.

**CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT**

**1756 RAY
GARAGE**

7/22/04

Inspection noted:

1. Windows missing.
2. Doors missing.
3. Siding missing.
4. Structural evaluation by building inspector is required.

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.

DON LABRENZ, BUILDING OFFICIAL

DATE



1756 Ray - Garage

DATE: March 10, 2005
TO: Honorable Mayor and Commissioners
FROM: Anthony L. Kleibecker, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-040053 Address: 291 Washington.

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 291 Washington - Area 10b is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-040053 – 291 Washington

Location and ownership: This structure is located on Washington between Sixth St. and Seventh St. and is owned by Bank One Assoc, 9350 Waxie Way, San Diego, CA 92123.

Staff Correspondence: A dangerous building inspection was conducted on 05/06/04 and an interior inspection on 08/02/04 the notice and order to repair was issued on 05/07/04. On 08/05/04 the HBA declared the structure substandard and dangerous.

Owner Contact: Mr. Holden was present to represent this case. He stated he lives at 291 Washington and can start repairs in 30 days. He was given a copy of the interior inspection that was conducted earlier in the week at the HBA meeting. There has been no permits issued or inspections scheduled and no owner contact since that time.

Financial Impact: CDBG

Budget action required: None

State Equalized value: \$13,300

Estimated cost to repair: \$30,000

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, March 22, 2004.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

291 Washington

5/6/04

Inspection noted:

1. Roof covering on home must be completely removed – a sheathing and rafter inspection must be scheduled to access the numerous visual structural damage. Large holes in roof.
2. Porch and decks are collapsing and must be rebuilt to code.
3. Back carport is structurally unstable and does not meet span, loading requirements. Remove and rebuild to code – must provide construction drawings for review.
4. Incomplete addition on home – rotted OSB – non-compliant framing.
5. Siding and windows are broken, missing, must be replaced.
6. Interior inspection with building, plumbing, mechanical, and electrical inspectors required.
7. All work requires construction permits. These permits must be obtained prior to work beginning.

Please contact Inspection Services with any questions at 231-724-6715.

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
DANGEROUS BUILDING INSPECTION REPORT

291 Washington

(INTERIOR INSPECTION)
8/2/04

Inspection noted:

1. Service – romex not run through fittings.
2. Circuits not fused.
3. Bonding jumper is missing.
4. Metal covers not grounded.
5. Kitchen to be wired per Michigan Residential Code 2003.
6. Smoke detectors required per Michigan Residential Code 2003.
7. Closet light improperly wired (needs new fixtures).
8. Repair front concrete steps.
9. Side deck needs repair/replacement.
10. Interior soffit (already installed) requires permit.
11. Sister cut floor joist in basement.
12. Replace all structural damage on roof and back wall section to meet Michigan Residential Code 2003.

ALL WORK REQUIRES A BUILDING PERMIT. THIS PERMIT MUST BE OBTAINED PRIOR TO WORK BEGINNING.

PLEASE CONTACT INSPECTION SERVICES WITH ANY QUESTIONS: 231-724-6715.

ALL WORK REQUIRES A BUILDING PERMIT. THIS PERMIT MUST BE OBTAINED PRIOR TO WORK BEGINNING.

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

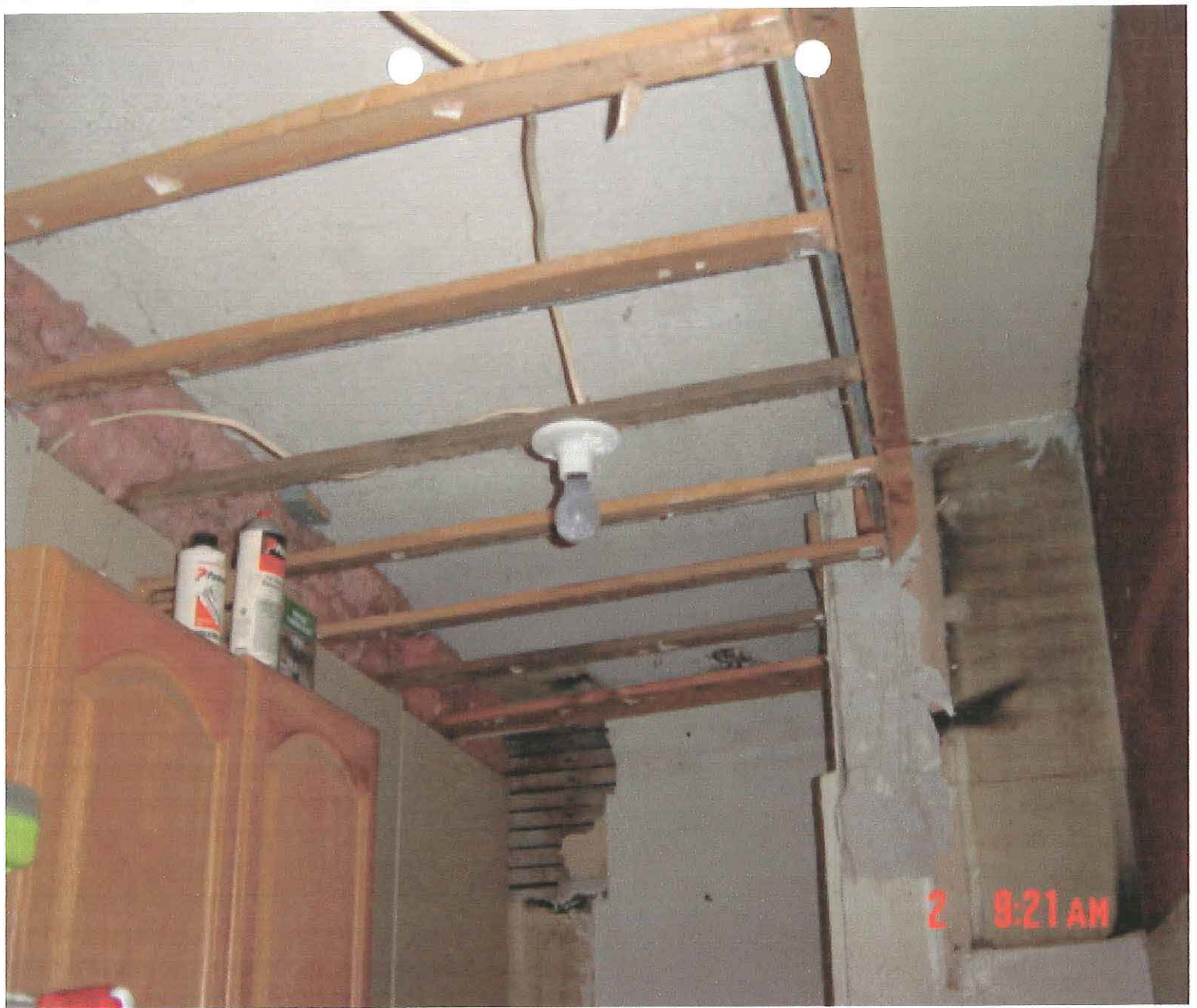
DATE



291 Washington



291 Washington



291 washington



291 washington



Tree growing out of
Back Roof
Roof collapse.